



Model Standing Offer for Basic Connection

Effective from 1 July 2024

Table of Contents

1. INTRODUCTION	4
1.1 Purpose of the Model Standing Offer	4
1.2 Parties to the contract	4
1.3 Contract documents	4
1.4 Scope of Model Standing Offer	4
1.5 Customer connection contract	4
2. CONTRACT TERM	5
2.1 Commencement of contract	5
2.2 Termination of contract	5
3. PROVISION OF BASIC CONNECTION SERVICES	5
3.1 Basic connection services	5
4. CHARACTERISTICS OF CONNECTION	6
4.1 Essential Energy determines the particulars of the connection	6
4.2 Site-Specific Conditions	7
5. CONNECTION ASSETS – INSTALLATION	8
5.1 Contestable Connection Services	8
5.2 Preconditions to energisation	8
5.3 Customer obligations regarding safety and technical requirements	8
5.4 Service mains on other land	10
5.5 Connection to a Stand-alone Power Supply (SAPS)	10
5.6 Dynamic Connections	11
6. CONNECTION ASSETS – POST INSTALLATION	11
6.1 Timeline for completion of <i>Contestable Works</i>	11
6.2 Transfer of <i>premises connection assets</i>	11
6.3 Responsibility for equipment	11
6.4 Rights of access	11
6.5 Metering	12
6.6 Notification of Service Works (NOSW) and Certificate of Compliance for Electrical Work (CCEW)	12
6.7 Refusal to energise the premises	12
6.8 Inspection of works and correction of defects	12
7. CHARGES	13
7.1 Connection Charges	13
7.2 Contribution under the Shared Asset Pioneer Scheme	14
8. RISK AND LIABILITY	14
8.1 Customer's risk	14
8.2 Responsibility and care of the <i>Customer Works</i> related to the <i>Transferable Connection Assets</i>	15
8.3 Essential Energy's liability	15
9. INFORMATION	15
10. COMPLAINTS AND DISPUTE RESOLUTION	15
10.1 Complaints	15
10.2 Referral to Australian Energy Regulator	15
11. GENERAL	15
11.1 Amending this contract	15
11.2 Governing law	15
11.3 Survival	16



12. DEFINITIONS AND INTERPRETATION

12.1 Definitions

12.2 Interpretation

16

16

19



1. INTRODUCTION

1.1 Purpose of the Model Standing Offer

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

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

1.2 Parties to the contract

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

1.3 Contract documents

The *Model Standing Offer* is comprised of:

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

1.4 Scope of Model Standing Offer

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

1.5 Customer connection contract

- (1) The terms and conditions contained in this *contract* are additional to and form part of the *customer connection contract*. The *customer connection contract* establishes the terms and conditions upon which Essential Energy will provide ongoing *connection services* once the connection is established and electrified. If the Customer does not already have a *customer connection contract*, that contract will be taken to commence on the same date as this *contract* commences under clause 2.1 and will be on the terms of the applicable *deemed connection contract*.



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

2. CONTRACT TERM

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

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

2.2 Termination of contract

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

3. PROVISION OF BASIC CONNECTION SERVICES

3.1 Basic connection services

- (1) Essential Energy will provide *basic connection services* on the terms and conditions set out in this contract.
- (2) Essential Energy is not directly involved in the work required to establish the connection between the *distribution system* and the *electrical installation* at the *premises*. Such works are *contestable works*



and must be procured by the Customer by engaging a L2 ASP. Installation of electrical equipment including the *micro embedded generating unit* must be undertaken by a suitably licenced electrical contractor engaged by the Customer.

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

4. CHARACTERISTICS OF CONNECTION

4.1 Essential Energy determines the particulars of the connection

- (1) Connection capacity
 - (a) Essential Energy will take into consideration the capacity applied for in a *connection application*, but it is not obliged to agree to the capacity applied for under a *basic connection service*.
 - (b) Essential Energy may assess that a different maximum capacity to the capacity applied for in a *connection application* is appropriate to ensure a safe and reliable supply of electricity to the *premises*. In this case, Essential Energy will state in its *connection offer* the maximum capacity allowed.
- (2) Review of load and reduction of maximum import capacity

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

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



(iii) the Customer agrees to reduce the agreed maximum capacity,

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

(3) Voltage of the connection

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

(4) Maximum capacity of connection must not be exceeded

(a) The maximum capacity of the *micro embedded generating 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 installing a load 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 in the *connection application* unless Essential Energy stipulates a different connection point in the *Schedule of Site-Specific Conditions*.

(d) The point of common coupling is the point identified in the *connection application* unless Essential Energy stipulates a different point of common coupling in the *connection offer*.

(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*.

4.2 Site-Specific Conditions

(1) In approving a *connection application*, Essential Energy may impose one or more site specific conditions on the *premises* following consultation with the Customer or their agent.

(2) Any site-specific conditions applicable to the Customer's *connection offer*:

(a) will be detailed in the *Schedule of Site-Specific Conditions* attached to the *connection offer* and included in the *compliance schedule* associated with this *connection* in Essential Energy's *Essential Connections Portal*;

(b) may be entered on a register including, where relevant, the Distributed Energy Resources (**DER**) register; and

(c) will be taken to form part of this *contract*.



5. CONNECTION ASSETS – INSTALLATION

5.1 Contestable Connection Services

- (1) The *Electricity Supply Act 1995* (NSW) gives electricity customers the right to choose who carries out contestable work required for a new connection or a connection alteration. In New South Wales, the installation and alteration of *premises connection assets* are each a contestable service that must be performed by a *L2 ASP* who holds a current Essential Energy *authorisation* to perform those works.
- (2) The contestable services required to establish a new or altered basic connection to the *distribution system* are the installation or replacement of the *premises connection assets* needed to make the requested connection.
- (3) The Customer and the Customer's *electrical professional* will determine the *premises connection assets* required for the connection.
- (4) The contestable services required to establish a *micro embedded generating connection* are:
 - (a) installation of the *micro embedded generating unit* by a licensed *electrical professional* who is qualified to install the relevant unit, including assessment of the requirements of the *micro embedded generating unit* and where necessary, installation or upgrade of any submain or circuit in the *electrical installation*; and
 - (b) (if required) installation or alteration of the *premises connection assets* needed to make the *micro embedded generating connection*.
- (5) It is the responsibility of the Customer to ensure that the electrical wiring work carried out at the *premises* is performed by an appropriately qualified *electrical professional* and that the *electrical installation* complies with the technical and safety requirements of this *contract*.
- (6) The fees and charges for the contestable services and *premises connection assets* described in this clause 5.1 are payable by the Customer directly to their *electrical professional*, and are not covered by the *connection charges* payable under this *contract*.

5.2 Preconditions to energisation

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

- (1) for a new *premises connection*, the customer must have obtained a *contract* with a retailer for the supply of electricity to the *premises*;
- (2) the new or replacement *embedded generating unit* that is the subject of the basic *micro embedded generating connection service* must be compliant with and set to the DER Technical Standards; and
- (3) the requirements of clause 5.4 have been satisfied.

5.3 Customer obligations regarding safety and technical requirements

- (1) The Customer must not take electricity at a rate which exceeds the total capacity as specified in the customer's *connection application* for connection or otherwise applicable under this *contract*.
- (2) The Customer must not generate and export electricity from the *micro embedded generating unit* at a rate which exceeds the total generator output specified in the *connection offer*, or otherwise applicable under this *contract*.
- (3) The Customer must ensure that, at the time its *connection application* is submitted, all details contained in that application are complete and correct.
- (4) The Customer must take all reasonable precautions to prevent the islanding of the *micro embedded generating unit*.
- (5) The Customer must install warning signs in accordance with applicable standards.



- (6) The Customer must ensure their installer updates the DER Register with DER Register Information in the following circumstances, as soon as practicable after the relevant installation or work is completed:
 - (a) a *micro embedded generating unit* is *commissioned* at the *connection point*, either as a result of a new small generating unit being installed or an existing generating unit being modified;
 - (b) a *micro embedded generating unit* is modified at the *connection point* such that any of the DER Register Information about that small generating unit changes; and/or
 - (c) a *micro embedded generating unit* is *decommissioned* at the *connection point*.
- (7) If the customer becomes aware that their installer will not update, or has not updated, the DER Register as required under clause 5.3(6), the Customer must provide the DER Register Information to Essential Energy as soon as practicable after the relevant installation or work is completed.
- (8) The Customer must promptly provide to Essential Energy upon request, the DER Register Information regarding any small generating units installed at their *connection point*.
- (9) The Customer must, in carrying out its obligations under this *contract*, comply with, and use all reasonable endeavours to ensure that any person engaged by the Customer as required by clause 5.1 and the terms of this *contract*, complies with all applicable *laws* relating to work health and safety.
- (10) The Customer's installer must set the inverter to "Australia A" settings when configuring the inverter settings as required in Australian/New Zealand Standard (AS/NZS) 4777.2:2020 - Grid connection of energy systems via inverters, Part2: Inverter requirements.
- (11) After a period of not less than ten (10) years from the Contract Commencement Date, Essential Energy may, upon giving the Customer reasonable notice, require the Customer to alter the inverter settings, if so required to:
 - (a) maintain the stability of the *distribution system* or the safe and reliable supply of electricity, including to the *premises*; or
 - (b) give effect to any change required by any Law or standard applicable to the *connection* or *premises connection assets* relating to the safe and reliable supply of electricity.
- (12) Any alteration to the Customer's inverter settings required under subclause 5.3(11) may impact upon the export limits applicable to the Customer's connection service. The notice to the Customer provided under subclause 5.3(11) will include an explanation of the likely impact on the Customer's export limits.
- (13) To the extent they are relevant, the Customer and any person that installs any equipment on the Customer's *premises* must comply with the following:
 - (a) DER Technical Standards;
 - (b) *The Electricity Supply Act 1995* (NSW);
 - (c) *Electricity Supply (General) Regulation 2014* (NSW);
 - (d) *The Electricity Act 1994* (QLD) (if the *premises* is located in Queensland);
 - (e) *Gas and Electricity (Consumer Safety) Act 2017* (NSW);
 - (f) 2017 Australian Standard (AS) 2467 - Maintenance of Electrical Switchgear;
 - (g) AS/NZS 3000 - Australian/New Zealand Wiring Rules;
 - (h) AS/NZS 4777.2:2020 – Grid connection of energy systems via inverters, Part2: Inverter requirements;
 - (i) AS/NZS 61000 - Electromagnetic Compatibility;
 - (j) Service and Installation Rules of NSW;
 - (k) *AER Connection charge guidelines* for electricity retail customers;
 - (l) *connection policy*;
 - (m) CEOP8012 – Co-generation Protection Guidelines;
 - (n) CEOP8046 – Network Planning: Easement Requirements;



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

5.4 Service mains on other land

- (1) This clause applies if, in order to connect the Customer’s *premises* to Essential Energy’s *distribution system*, it is necessary to erect *service mains* on *other land*.
- (2) In that case, Essential Energy will not permit the connection unless:
 - (a) Essential Energy has given written consent to the location of the *service mains* on the *other land*;
 - (b) the Customer complies with Essential Energy’s document titled “Easement Requirements CEOP8046”, available on Essential Energy’s website; and
 - (c) the registered proprietor of the *other land* and the Customer have signed and delivered to Essential Energy a deed or an agreement to grant an easement in favour of Essential Energy for the *service mains* on the *other land* (**Easement**) (including providing the security in accordance with that deed or agreement and registering the caveat as provided for in that deed or agreement).
- (3) As soon as reasonably practicable after the *service mains* are installed on the *other land*, the Customer must obtain from the registered proprietor of the *other land* an Instrument, together with a survey of the Easement prepared by a registered surveyor, and which is in a format suitable for lodgement at NSW Land Registry Services.
- (4) The satisfaction of this clause 5.4 is a precondition to connection.
- (5) If *energisation* occurs before the requirements of this clause 5.4 have been satisfied, Essential Energy will not accept ownership of the *service mains* in accordance with clause 6.2.
- (6) The Customer acknowledges and agrees that if the connection is *energised* before the requirements of this clause have been satisfied, Essential Energy may:
 - (a) terminate this *contract*; and
 - (b) disconnect the *premises*.
- (7) The Customer also acknowledges that if this clause 5.4 has not been satisfied, the owner of the *other land* may require the Customer to remove the *service mains*.
- (8) In this clause 5.4, “**Instrument**” means the instrument that is used to create the Easement including but not limited to:
 - (a) a plan of easement and accompanying section 88B instrument; or
 - (b) an LRS Form 01TG – Transfer Granting Easement,
 the form of which must be approved by Essential Energy.

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

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



5.6 Dynamic Connections

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*.

6. CONNECTION ASSETS – POST INSTALLATION

6.1 Timeline for completion of *Contestable Works*

- (1) Energisation under this *contract* occurs after the *L2 ASP* has completed any necessary new service assets connection works or connection alterations and an *electrical professional* has installed the *micro embedded generating unit(s)*. It is the Customer's responsibility to agree timeframes for commencing and completing the *Contestable Works* with the Customer's *electrical professional(s)*.
- (2) Accordingly Essential Energy does not control, and nor does it make any representation as to, or accept any responsibility for, the time taken by the Customer's *electrical professional(s)* to complete the *Contestable Works*.
- (3) Essential Energy conducts audit inspections of some *premises connection assets* and *electrical installations*, but these are routine inspections in accordance with clause 6.8 that do not affect the timing of the *L2 ASP*'s electrification work.

6.2 Transfer of *premises connection assets*

- (1) Subject to clause 5.4, ownership of the *premises connection assets* installed by the Customer's *L2 ASP* is transferred to Essential Energy when those assets are *energised*.
- (2) The Customer must ensure that all assets are transferred to Essential Energy free from any Encumbrance (i.e. not subject to any legal or other claim that would prevent the transfer of ownership).

6.3 Responsibility for equipment

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

6.4 Rights of access

- (1) The Customer must provide Essential Energy, our agents, contractors and employees safe and unhindered access to the *premises* so that we can fulfill our obligations and exercise our rights under this *contract* and the *energy laws*.
- (2) Essential Energy and any person authorised by us have a right of safe and unhindered access to and over the *premises* for any purpose or activity in connection with the undertaking of a *connection service* by the customer's *electrical professional* or the performance of our obligations or the exercise of our rights under this *contract* including but not limited to:
 - (a) the inspection of any *premises connection assets* and or *electrical installation* carried out by the relevant *electrical professional*;



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

6.5 Metering

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

6.6 Notification of Service Works (NOSW) and Certificate of Compliance for Electrical Work (CCEW)

- (1) After the Customer's *electrical professional* has completed the establishment of, or alteration to, the Customer's connection, the Customer must provide, or ensure that the Customer's *electrical professional* provides, Essential Energy with:
 - (a) a NOSW associated with the relevant *Intent to Connect case* for the Customer's connection, within two (2) Business Days of completing the *contestable works* and/or energising the Customer's connection; and
 - (b) (where applicable) a *Certificate of Compliance for Electrical Work (CCEW)* for the Customer's installation works and any other works carried out at the *premises* by the Customer's *electrical professionals* within seven (7) days [of the completion of any safety and compliance test on the electrical installation].
- (2) Where a Customer's *retailer* or *metering coordinator* directly appointed by the Customer or their *retailer* has arranged for the provision of a meter, the Customer must ensure that the *metering provider* provides Essential Energy with a NOSW within two (2) business days of the completion of the metering works.

6.7 Refusal to energise the premises

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

6.8 Inspection of works and correction of defects

- (1) Essential Energy may carry out inspections of the *electrical installation* and *premises connection assets* for the purpose of auditing and assessing the extent to which *electrical professionals* are complying with the *energy laws*.



- (2) Essential Energy does not represent or warrant that any inspection will be carried out or that any inspection carried out at the *premises* will identify any or all faults or *defects* or that the *electrical installation* and *premises connection assets* are free from fault or *defects* if none is identified at such inspection.
- (3) Whether or not Essential Energy has carried out an inspection at the *premises*, Essential Energy may, at any time within three (3) years following the transfer of ownership of the *premises connection assets* to Essential Energy under clause 6.2 of this *contract*, notify the Customer of:
 - (a) any *defect* that existed, or that arises subsequently because of a *defect* that existed, at the time of the transfer of ownership of the *premises connection assets* under clause 6.2 of this *contract*, in relation to the *electrical installation* or the *premises connection assets* that must be rectified; or
 - (b) any other work in relation to the *electrical installation* or the *premises connection assets* that must be completed by the Customer to comply with this *contract*.
- (4) It is the responsibility of the Customer to procure an *electrical professional* to correct any *defects* and undertake any items of work contained in the notice given under clause 6.8(3) as soon as practicable but no later than twenty-eight days (28) after the defect notice being received.
- (5) Major *defects* may require the defective portion of the *premises* to be *disconnected*. If this is the case, Essential Energy will *disconnect* the defective portion or circuit of the *premises* and will notify the Customer of this requirement in the notice under clause 6.8(3) and in accordance with relevant *energy laws*.
- (6) The person responsible for the rectification work must notify Essential Energy when the work has been completed and is ready for reinspection by Essential Energy.
- (7) Prior to Essential Energy's reinspection, if the *L2 ASP* or *electrical contractor* is satisfied that the defect has been rectified, they may re-connect any previously defective portion of the *premises* that has been disconnected.
- (8) Essential Energy's re-inspection is performed as a routine matter without the *electrical professional* or the Customer needing to be present (unless there is an access issue, in which case Essential Energy will use reasonable endeavours to schedule an inspection at a mutually convenient time).
- (9) Failure to rectify a defect notified to the Customer or the Customer's *electrical professional(s)* under this clause 6 may result in disconnection of the *premises* in accordance with the *energy laws*.

7. CHARGES

7.1 Connection Charges

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

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

- (c) subject to clause 7.2, charges payable to Essential Energy under the *Shared Asset Pioneer Scheme*, insofar as it applies to the assets to which the Customer connects.



7.2 Contribution under the Shared Asset Pioneer Scheme

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

8. RISK AND LIABILITY

8.1 Customer's risk

- (1) The Customer accepts all risks associated with the *Customer Works*, including, but not limited to:
 - (a) the risk of any delay or increased cost in relation to the carrying out of those works;
 - (b) the risk of obtaining any required *Authorisations* for those works;
 - (c) the risk of carrying out those works in accordance with all applicable *laws*, including *energy laws*;
 - (d) any faults or *defects* in relation to the *Customer Works* and remediation of those faults or *defects*; and
 - (e) the risk of maintaining (including the cost of maintaining):
 - (i) the *Customer Works* (until the *Transferable Connection Assets* are transferred to Essential Energy in accordance with clause 6.2); and
 - (ii) at all times, the area around the *Customer Works*, including but not limited to clearing vegetation and maintaining such clearance (until the *Transferable Connection Assets* are transferred to Essential Energy in accordance with clause 6.2),

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

- (2) The Customer acknowledges and agrees that:
 - (a) Essential Energy has no liability in respect of any delay to, or additional costs for, the *Customer Works* and any other *loss* suffered or incurred by the Customer arising from the occurrence of any of the risks set out in clause 8.1(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 8.1(1).
- (3) The Customer further acknowledges that any involvement by Essential Energy in relation to the *Customer Works* (including, without limitation, Essential Energy's inspection and of the *Customer Works* and any audit undertaken by Essential Energy under this *contract*):
 - (a) is undertaken by Essential Energy purely to provide reasonable assurance to Essential Energy that it will not, upon transfer of those *Transferable Connection Assets* to Essential Energy under clause 6.2, 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*.



8.2 Responsibility and care of the *Customer Works* related to the *Transferable Connection Assets*

- (1) The Customer is responsible for the care of the *Transferable Connection Assets* until they are transferred to Essential Energy in accordance with clause 6.2.
- (2) The Customer must (at its cost) promptly make good any *loss* of or damage to the *Customer Works* related to the *Transferable Connection Assets* while the Customer is responsible for their care to the extent that those works affect the safety, security or reliability of Essential Energy's *distribution system*.

8.3 Essential Energy's liability

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

9. INFORMATION

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

10. COMPLAINTS AND DISPUTE RESOLUTION

10.1 Complaints

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

10.2 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*.

11. GENERAL

11.1 Amending this contract

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

11.2 Governing law

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



11.3 Survival

Clauses 2, 4.1(2), 4.1(4), 4.1(6), 5.3, 6.3, 6.4, 6.8, 7, 8, 10, 11, 12 and any other clauses that expressly or by implication are intended to survive termination or expiry of this *contract*, will survive termination or expiry of this *contract*. Once the Customer has ceased to be the owner of the *premises*, those clauses will terminate.

12. DEFINITIONS AND INTERPRETATION

12.1 Definitions

In this *contract*, unless otherwise defined, italicised words and phrases have the meaning given to them in this clause 12.1, or if no definition appears in this clause 12.1, in the *Rules* and relevant *energy laws*.

- (1) **accreditation scheme** means the Scheme for the Accreditation of Service Providers made in accordance with the *Electricity Supply (Safety and Network Management) Regulation 2014* (NSW), administered by NSW Climate and Energy Action.
- (2) **Accredited Service Provider** or **ASP** means:
 - (a) in the case of work in New South Wales, a person accredited under the *accreditation scheme* in NSW; or
 - (b) in the case of work in Queensland, a person with equivalent qualifications to those required under the *accreditation scheme* in NSW and who holds a licence under the *Electrical Safety Act 2002* (QLD) and associated regulations.
- (3) **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.
- (6) **augmentation** of a *distribution system* means work to enlarge the system or to increase its capacity to distribute electricity.
- (7) **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*.
- (8) **Authority** means any:
 - (a) government, government department or government agency;
 - (b) governmental, semi-governmental or judicial person; or
 - (c) other person (autonomous or not) who is charged with the administration of a *law*.
- (9) **Basic connection service(s)** has the meaning set out in Chapter 5A of the *rules* and in this *contract* specifically means a new connection or connection alteration to permit connection to our low voltage *distribution system* at the *connection point* that requires minimal or no network *augmentation* or *extension*;
- (10) **Certificate of Compliance for Electrical Work (CCEW)** means a NSW Department of Fair Trading certificate is used to show that any work, installations or tests have met safety regulations and standards.
- (11) **claim** includes any claim, action, demand, proceeding or judgment however arising, whether at law or in equity, including any such claim:



- (a) under or in connection with the Model Standing Offer;
 - (b) by statute;
 - (c) in tort for negligence or otherwise, including negligent misrepresentations; or
 - (d) in restitution for unjust enrichment.
- (12) **commission** means applying electric current to any electricity power lines (including overhead and underground lines) or associated equipment or electricity structures that form part of the *Customer Works* and Essential Energy's *distribution system*; and commissioning and commissioned have corresponding meanings.
- (13) **Compliance schedule** means the compliance schedule detailed in the Intent to Connect raised by the *electrical professional* for administration of the works.
- (14) **connection** means a physical link between a *distribution system* and the *premises* to allow the flow of electricity and **connect** has a corresponding meaning.
- (15) **connection applicant** means, in the context of the Model Standing Offer, the person who lodged the *connection application* and to whom the *connection offer* is made (who may be a different person to the Customer).
- (16) **connection application** means an application for a new connection or connection alteration submitted to Essential Energy via Essential Energy's '*Essential Connections Portal*'.
- (17) **connection assets** means those components of the *distribution system* used to provide standard *connection services*.
- (18) **Connection Charges** means the charges payable by the Customer in consideration for the provision of standard *connection services* by Essential Energy under this *contract*.
- (19) **connection offer** means the written offer by Essential Energy to enter this *contract*.
- (20) **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*.
- (21) **connection policy** means the document entitled "Connection Policy – Connection Charges - CEOP2513.06" (as amended from time to time with the AER's approval), available on Essential Energy's website.
- (22) **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*.
- (23) **contestable works** has the meaning given to it in the *energy laws*.
- (24) **contract means** the contract formed by acceptance of the Model Standing Offer, which includes this document and the documents and information listed in clause 1.3.
- (25) **Customer connection contract means:**
- (a) for a connection alteration: the existing negotiated contract or if the customer does not have one, the applicable *deemed connection contract* for the supply of customer *connection services* associated with the flow of electricity to the *premises*.
 - (b) for a new connection: the applicable *deemed connection contract* for the supply of customer *connection services* associated with the flow of electricity to the *premises*.
- (26) **Customer Works** means the works which are to be carried out by the Customer (or its *electrical professionals*).
- (27) **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.



- (28) **Defect** means any defect, non-conformance, matter or thing (including omissions) in relation to any *Customer Works* constructed or installed by the Customer's *L2 ASP* or relevant *electrical professional*, that in Essential Energy's reasonable opinion, will or is likely to:
- (a) cause the *electrical installation* to be unsafe;
 - (b) cause damage to Essential Energy's *distribution system* or another customer's *electrical installation* or equipment; or
 - (c) cause or constitute a breach of the obligations, standards, undertakings or warranties in this *contract*.
- (29) **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.
- (30) **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*.
- (31) **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.
- (32) **electrical professional** means a licensed electrical contractor or a *L2 ASP* or both as the context requires.
- (33) **electrical wiring work** means the actual physical work of installing, repairing, altering, removing or adding to an *electrical installation* or the supervising of that work.
- (34) **embedded generator** means a person that owns, controls or operates an *embedded generating unit*.
- (35) **embedded generating unit** means a unit that generates electricity at a customer's *premises* and is connected to our *distribution system*.
- (36) **energise** means the application of electrical current to the *Transferable Connection Assets* and **energisation** has a corresponding meaning.
- (37) **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.
- (38) **Essential Connections Portal** means Essential Energy's on-line Essential Connections Portal available at <https://essentialenergy-au.my.site.com/essentialconnectionsportal/s/>.
- (39) **expedited application** means a *connection application* made in accordance with an *expedited connection application* in accordance with rule 5A.F.3 of the *Rules*.
- (40) **expedited connection** refers to the process set out in rule 5A.F.3 of the *Rules*.
- (41) **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*.
- (42) **Intent to Connect case** means the 'case' raised by the Customer's *electrical professional* in Essential Energy's *Essential Connections Portal*.
- (43) **L2 ASP** means Level 2 *Accredited Service Provider*.
- (44) **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*.

- (45) **Loss** means all damages, costs, losses, expenses, *claims* and demands from any liabilities whatsoever, whether contractual, tortious, statutory or otherwise.
- (46) **micro embedded generating connection** means a connection between a *micro embedded generating unit* and a *distribution system* as per Australian Standard AS 4777 -Grid connection of energy systems via inverters.
- (47) **micro embedded generating unit** means an *embedded generating unit* as per Australian Standard AS 4777 (Grid connection of energy systems via inverters).
- (48) **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*.
- (49) **Notification of Service Works (NOSW)** means a formal notice to the distributor by an *ASP* advising that contestable service work has been carried out.
- (50) **other land** means private land other than the *premises*.
- (51) **Preconditions** means the preconditions set out at clause 5.2.
- (52) **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*.
- (53) **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*.
- (54) **Rules** mean the National Electricity Rules established (and as amended from time to time) under the National Electricity Law.
- (55) **Schedule of Site-Specific Conditions** means the Schedule to the Model Standing Offer and the *connection offer* outlining any conditions or requirements specific to this installation/connection.
- (56) **service mains** mean overhead conductors or underground cables between the point of common coupling on our *distribution network* and the *connection point* at the *premises*. Service mains are installed by *L2 ASP* at the Customer's cost but after *energisation* they are owned, controlled and maintained by Essential Energy.
- (57) **Shared Asset Pioneer Scheme** means the scheme providing for customers who connect to a part of the network funded by another customer to reimburse the pioneer customer(s) in certain circumstances, as set out in Essential Energy's *connection policy*.
- (58) **Transferable Connection Assets** means the connection assets to be installed by the Customer and to be transferred to Essential Energy in accordance with this *contract*.

12.2 Interpretation

- (1) If a definition appearing in this *contract* is inconsistent with the definition applying under an *energy law*, the definition in the *energy law* will prevail to the extent of any inconsistency.
- (2) To avoid doubt which might otherwise arise because of inconsistencies between terminology in the *energy laws* and the Service and Installation Rules of New South Wales, the following conventions are used when referring to a *connection point*:
 - (a) *connection point* in the Service and Installation Rules of New South Wales is known as the *point of supply*; and
 - (b) *connection point* and *point of supply* are taken to have the same meaning.



(3) Unless stated to the contrary:

- (a) words importing the singular include the plural and vice versa; and any gender includes the other genders;
- (b) a reference to a person includes a natural person, firm, unincorporated association, corporation and a government statutory body or *Authority*;
- (c) a reference to a person includes its legal and personal representatives, successors and assigns;
- (d) a reference to legislation, a statute, ordinance, code or other *law* includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) a reference to a policy document or other publication of Essential Energy includes a reference to those documents as amended or replaced from time to time;
- (f) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) 'includes' in any form is not a word of limitation; and
- (h) headings are for convenience only and do not affect interpretation.

