



Model Standing Offer for Standard Connection (Subdivision)

Effective from 1 July 2024

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1. Introduction

1.1 Connection offer process

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

1.2 Purpose of this Model Standing Offer

This document is Essential Energy's *Model Standing Offer* to provide *standard connection services* where a real estate developer or their representative is the *connection applicant* and seeks a *connection*, and where the *connection* requires *augmentation* or *extension* of the *distribution network*.

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

1.3 Parties to the contract

- (1) Upon acceptance of the *Model Standing Offer* by the Developer, 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 "**Developer**"). A reference to the "Developer" in this *contract* includes a reference to any person acting on its behalf, including its agent and/or *Accredited Service Provider(s)*.

1.4 Provision of network services to Developer's customers

Once the required contestable works have been completed under this *contract* and any relevant *connection assets* (namely, the *Transferable Assets*) have been transferred to Essential Energy, Essential Energy will enter into separate *connection agreements* with the relevant end-customers (namely, the Developer's customers) to enable the provision of *network services* by Essential Energy to those end-customers.

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 Developer must engage its own *Accredited Service Provider(s)* to design and construct the *Developer Works*; and
 - (b) Essential Energy will provide the *standard connection services* to the Developer.
- (2) The Developer is responsible to pay or to ensure its *Accredited Service Providers* pay any *Ancillary Network Service* fees to Essential Energy in consideration for Essential Energy providing the *standard connection service* to the Developer.

2.2 Contract documents

The contract consists of:

- (1) this document;



- (2) the information provided by the Developer or on the Developer's behalf in the *connection application*;
- (3) the *connection offer* letter; and
- (4) to the extent applicable, the conditions detailed in the *Certified Design*.

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 Developer's *connection application* has been reviewed and a *Model Standing Offer* has been issued, provided that the Developer has indicated in its *connection application* that the *Model Standing Offer* is acceptable, and Essential Energy has notified the Developer that the terms of the *Model Standing Offer* are appropriate; or
- (2) for *connection applications* that are not *expedited applications*, on the day the Developer accepts Essential Energy's *connection offer* by executing this *contract* and returning it to Essential Energy. If the Developer has not accepted Essential Energy's *connection offer* 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) will end if *we* determine the information provided in the *connection application* is incomplete, false or misleading and *we* notify the Developer of that fact, on the date that *we* specify in any such notification;
 - (b) will end if the Developer and *we* enter into another agreement in relation to the same, or similar type of *connection*, for the same *Site*;
 - (c) may be terminated by Essential Energy by written notice if the Developer breaches this *contract* and does not remedy the breach within ten (10) *business days* of Essential Energy notifying the Developer 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 Developer (or its *L3 ASP*) for certification within twelve (12) months from the *Contract Commencement Date*;
 - (ii) (the *Certified Design* has expired (in accordance with clause 5.6) and no new *Design* has been submitted by the Developer (or its *L3 ASP*) for certification within twenty-eight (28) days of the *Design Expiry Date*; or
 - (iii) Essential Energy (or the Developer's *L1 ASP*) has notified the Developer and the Developer's *L3 ASP*, post-certification, that the *Certified Design* contains errors and/or omissions and must be revised and resubmitted for re-certification within twenty-eight (28) days of Essential Energy's or the Developer's *L1 ASP*'s notice (as applicable) 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 *Developer Works* are completed and *commissioned*, Essential Energy may disconnect, dismantle, decommission and remove any of Essential Energy's *distribution network* assets from the *Site*. 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 *Site* (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 Developer 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 Developer in accordance with this *contract*.

4. PROVISION OF STANDARD CONNECTION SERVICES

4.1 Essential Energy's standard connection services

- (1) Essential Energy will provide *standard connection services* on the terms and conditions set out in this *contract*.
- (2) As noted in clause 1.4, a *connection agreement* will be entered into between Essential Energy and each of the end users of *network services*, facilitated by the *connection establishment* or *connection alteration* that is undertaken by Essential Energy and the Developer under this *contract*.

4.2 Timing for provision of standard connection services

- (1) The timing of the Developer's *connection* is determined by when:
 - (a) the Developer'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 Developer's *Accredited Service Providers* or we complete the *augmentation works*; and
 - (d) the Developer's *L1 ASP* submits the *Constructor's Request for Commissioning* at completion of the *Developer Works*.
- (2) The Developer acknowledges and agrees that:
 - (a) the timely progression and completion of the *standard connection service* requested by the Developer depends upon the Developer'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 Developer's *Accredited Service Providers* in carrying out any works in connection with the Developer's requested *standard connection service*.
- (3) It is the Developer's responsibility to agree timeframes for commencing and completing the *standard connection service* with the Developer's *Accredited Service Provider(s)*.

4.3 Essential Energy determines the particulars of the connection

- (1) Connection capacity
 - (a) Essential Energy takes into consideration the capacity applied for in the *connection application* but it is not obliged to agree to the capacity applied for.
 - (b) Essential Energy, acting reasonably, has determined the capacity that will ensure a safe and reliable supply of electricity to the *Site* as the Developer has described it in the *connection application*.
 - (c) The maximum capacity of the *connection* (or *connections*) and the maximum current that may be drawn from the *distribution system* are stipulated in the *Certified Design*.
- (2) Review of load and reduction of maximum capacity
 - (a) At any time on or after the fifth anniversary of the date on which the *Certificate of Practical Completion* is issued, Essential Energy may review the maximum demand at the *Site*.



- (b) If:
- (i) the maximum demand over the five (5) years preceding the review is less than the maximum capacity specified in the *Certified Design*;
 - (ii) through consultation in good faith, the Developer does not have imminent plans to use the capacity for further developments in a way that would meet Essential Energy Standards and Policies; and
 - (iii) Essential Energy requires the unused capacity to relieve a *network constraint*,

then Essential Energy may reduce the maximum capacity to equal the maximum demand, giving reasonable notice of intent.

- (c) If the Developer disagrees with Essential Energy's reduction in maximum capacity, the Developer may raise a dispute in accordance with clause 15.

(3) Notice of reduction of maximum capacity

- (a) If Essential Energy reduces the maximum capacity of the *connection* at the *Site*, it must send written notice, of not less than fifteen (15) *business days*, of the revised maximum capacity to the Developer and any relevant end-customer.
- (b) If the Developer does not agree with the proposed change to capacity, the Developer may terminate this *contract* (if applicable) or submit a *connection application* to Essential Energy for a *connection alteration* referred to in clause 4.4.

(4) Voltage of the connection

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

4.4 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 Developer in writing that *we* must perform any part of the *augmentation works*, the Developer must engage appropriately qualified electrical professionals to undertake the following works on the Developer's behalf, namely:
 - (a) a *L3 ASP* to prepare an *Electrical Concept Plan* and undertake the design of the Developer's *connection* for certification by Essential Energy; and
 - (b) a *L1 ASP* that holds a current *Authorisation* issued by Essential Energy, to construct the Developer's *electrical installation* and ensure that the Developer's *connection* and its impact on the *distribution network* remain safe and reliable,(together, the **Contestable Works**).
- (3) The Developer must notify Essential Energy of the identity of the Developer's *L1 ASP* and *L3 ASP* as soon as practicable after they have been selected. If the Developer engages another *L1 ASP* or *L3 ASP* or changes an *L1 ASP* or *L3 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*.
- (4) The Developer and the Developer's *Accredited Service Provider(s)* will determine what *Transferable Connection Assets* are required for the *connection*.
- (5) The Developer 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*".



4.5 Work Health and Safety obligations

- (1) The Developer must, in carrying out its obligations under this *contract*, comply with all applicable *Laws* relating to work health and safety.
- (2) The Developer must ensure that any person engaged by the Developer as required by clause 4.4 and the terms of this *contract*, complies with all applicable *Laws* relating to work health and safety.

4.6 Public Lighting

Where the Developer is required to take responsibility for the installation and connection of *Public Lighting* at the Developer's *Site*, it must do so in compliance with Essential Energy's procedure document titled "*CEOP1023 Public Lighting Management Plan*".

5. PREPARATION AND APPROVAL OF DESIGN

5.1 Request for Design Information

- (1) The Developer must submit a request for *Design Information* within one hundred and eighty (180) days of the date 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 Developer to address in the *Electrical Concept Plan* in relation to the *standard connection service* sought;
 - (b) the general design and scope of the Developer'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 *Developer 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 *Developer Works*.
- (2) The Developer 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 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 Developer 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 Developer will conduct its own review of the *Design Information Pack*, including attending the *Site* and/or ensuring the Developer's *L3 ASP* preparing the *Design* attend the *Site* 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 Developer's *L3 ASP* to prepare the *Design* for the Developer'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 Design

- (1) The Developer must ensure that:
 - (a) the Developer'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
- (b) the *Design* is submitted, complete with all required supporting documentation, to Essential Energy for certification.
- (2) The Developer 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) advise 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 Developer in respect of the accuracy, contents or completeness of any suggested amendments.
- (3) If the Developer or its *L3 ASP* receives such request for further information, the Developer must ensure that the Developer'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 Developer 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* form part of the *Certified Design*.
- (6) If Essential Energy has not issued the *Certified Design* before the *DIP Expiry Date*, the Developer must re-commence the process for certification under clause 5.1.

5.5 Revision of Certified Design post-certification

- (1) If, at any time before or during construction of the *Developer Works*, Essential Energy or the Developer'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 Developer 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 Developer 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 Developer 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 Developer has not commenced construction of the *Developer Works* at the *Site* within one hundred and eighty (180) days after the date on which Essential Energy notifies the Developer that the *Design* has been certified or recertified, as the case may be (the **Design Expiry Date**),

in which case, the Developer must not commence or continue any *Developer 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 Developer 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 Developer remains responsible for the design of the Developer'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 DEVELOPER WORKS

6.1 Commencement of the Developer Works

- (1) The Developer must give Essential Energy at least five (5) *business days* and no more than fifteen (15) *business days'* notice of its intention to commence the *Developer Works*.
- (2) The Developer must not commence the *Developer Works* unless:
 - (a) Essential Energy has issued a *Certified Design*;
 - (b) any *Land Interests* have been finalised or registered in accordance with clause 11; and
 - (c) the Developer's *L1 ASP* has notified Essential Energy in writing of its intent to commence the *Developer Works* in accordance with clause 6.1(1).

6.2 Project Start-up Meetings

- (1) The Developer must ensure that the Developer's *L1 ASP*, and if requested by Essential Energy, the Developer'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 *Developer Works* and to agree on the program and details to be included in the *Compliance Schedule* and the *Schedule of Key Dates*.
- (3) The Developer must ensure that the Developer's *L3 ASP* is involved throughout the construction of the *Developer 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 Developer must ensure that the Developer'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 *Developer Works*, the *Schedule of Key Dates* and/or the *Compliance Schedule* may be amended from time to time by agreement between the Developer's *L1 ASP* and Essential Energy.

6.4 Construction of the Developer Works

- (1) The Developer's *L1 ASP* must carry out the *Developer Works* in accordance with the *Compliance Schedule* and the *Schedule of Key Dates*.
- (2) The Developer must:
 - (a) ensure that the *Developer 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 *Developer 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 *Developer Works*.

6.5 Inspection Hold Points and Testing requirements

- (1) At the *Start-up Meeting*, the Developer'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 Developer 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 its *Schedule of Key Dates* accordingly.
- (3) When the Developer's *L1 ASP* considers it has achieved an *Inspection Hold Point*, the Developer must ensure the Developer's *L1 ASP*:
 - (a) notifies Essential Energy of the *Inspection Hold Point* it has achieved;
 - (b) provides Essential Energy with details of when the Developer'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 Developer'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 Developer acknowledges and agrees that Essential Energy may, in accordance with its policies and procedures, request the Developer'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 Developer acknowledges that:
 - (i) the Developer'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 Developer's *L1 ASP* offers to install them for a price higher than *Essential Energy's offered price*, Essential Energy may reject the Developer's *L1 ASP's* offer.
 - (b) The Developer further acknowledges and agrees that if the Developer's *L1 ASP* does construct the *Essential Energy-funded assets*:



- (i) the Developer'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 Developer is not responsible for paying the Developer's *L1 ASP* for the *Essential Energy-funded assets works* and the Developer should not pay the Developer's *L1 ASP* for the *Essential Energy-funded assets works*;
- (iii) Essential Energy will not be liable for any payment made by the Developer to the Developer's *L1 ASP* in respect of any *Essential Energy-funded assets works*; and
- (iv) if the Developer considers that the Developer's *L1 ASP* has or may have included in a payment claim to the Developer a claim in respect of *Essential Energy-funded assets*, the Developer should return the claim to the Developer'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 Developer Works

- (1) Essential Energy may, at any time, carry out inspections for the purpose of auditing and assessing the extent to which the *L1 ASPs* are complying with the requirements of *energy laws* and *Essential Energy's Connection Standards* in the performance of the *Developer 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 *Developer Works*, nor that those works are free from fault or *Defects* if none are identified in the course of any such inspection.
- (3) The Developer remains responsible and liable for the condition of the *Developer Works* and all other electrical works carried out at the *Site* by or on behalf of the Developer.
- (4) Essential Energy charges differential rates for inspection of the *Developer Works* depending upon the grading held by the *L1 ASP* and consequently inspection and other fees billed to the Developer (or to its *L1 ASP* on the Developer's behalf) will reflect the Developer's *L1 ASPs* 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 Developer of:
 - (a) any *Defects* in relation to the *Developer Works*; and/or
 - (b) any items in relation to the *Developer Works* that must be completed before Essential Energy commences supplying electricity at the *Site*.
- (2) Subject to any appeal that the Developer may make refuting a *Defect* notified by Essential Energy, the Developer 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 Developer acknowledges and agrees that:
 - (a) no *Developer 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; and
- (c) the Developer will be responsible for any additional costs incurred by Essential Energy associated with the *Defect*, such as rescheduling.

6.9 Submission of required information and documents by L1 ASP

The Developer 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 8.3(1)(c), the submission of those information and documents constitutes a precondition to the *commissioning* and *energisation* of the *Developer Works* (and, if applicable, the *Essential Energy-funded assets*).

7. ASP PERFORMANCE

7.1 ASP's performance of contestable services

- (1) The Developer acknowledges and agrees that where a provision of this *contract* refers to a requirement that will be discharged by the Developer's *L1 ASP* and/or the Developer's *L3 ASP* on the Developer's behalf, the Developer is obliged to ensure that they comply with such requirement.
- (2) The Developer'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 Developer does retain the Developer's *L1 ASP* to act as the Developer's agent for the purposes of this *contract*, the acts of the *L1 ASP* will be the Developer's acts and any breach by the *L1 ASP* of the Developer'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 Developer's *L3 ASP* does not proceed in a prompt and/or satisfactory manner, the Developer 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 Developer that it has reasonable cause for dissatisfaction with the Developer's *L1 ASP*'s performance of the *contestable connection services*, the Developer 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 Developer will immediately order the Developer's *L1 ASP* to stop work if Essential Energy notifies the Developer 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 *Developer Works* or in the *Essential Energy-funded assets*.

7.3 Termination of the contract with the L1 ASP

- (1) The Developer acknowledges that if:
 - (a) the Developer'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 Developer's *L1 ASP*.



- (2) If the Developer's *L1 ASP* continues to undertake the *Developer 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 Developer's *L1 ASP*, Essential Energy may terminate this *contract* by giving ten (10) *business days'* notice, unless the Developer:
 - (a) engages another *L1 ASP* to complete the *Developer Works*; and
 - (b) where applicable, requests that the replacement *L1 ASP* agrees to perform the *Essential Energy-funded assets works*.
- (3) The Developer must comply with the notification requirements of clause 4.4(3) which apply in the event that the Developer engages another *L1 ASP*.
- (4) If the *L1 ASP* whose contract with the Developer was terminated, was also engaged in constructing the *Essential Energy-funded assets*, Essential Energy will negotiate with the Developer'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 Developer terminates the contract with the Developer's *L1 ASP* other than in the circumstances described in clause 7.3(2); or
 - (b) the Developer's *L1 ASP* terminates its contract with the Developer, and
 the *L1 ASP* whose contract was terminated was also engaged in constructing *Essential Energy-funded assets*, then Essential Energy will negotiate with the Developer'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 Developer 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 Developer's original *L1 ASP* and what is actually paid to the Developer's original *L1 ASP* and the Developer's replacement *L1 ASP*, the difference will be a debt due and payable by the Developer to Essential Energy.

8. COMPLETION OF DEVELOPER WORKS

8.1 Notice of Completion of Developer Works

- (1) When the Developer considers it has achieved completion of the *Developer Works* (and, if applicable, the construction of the *Essential Energy-funded assets* by the Developer's *L1 ASP* is complete), the Developer must notify Essential Energy of that fact by ensuring its *L1 ASP* issues Essential Energy with a *Notice of Completion*.
- (2) The Developer must ensure that no further work is undertaken by the Developer's *L1 ASP* or other contractors once the *Notice of Completion* is provided to Essential Energy.

8.2 Inspection of Developer Works post Notice of Completion

Essential Energy may, within ten (10) *business days* after a *Notice of Completion* is submitted by the Developer's *L1 ASP*, and up to twenty four (24) months afterwards, inspect any part of the *Developer Works* (including any project or design documents) in accordance with clause 6.7.

8.3 Commissioning and energisation of Developer Works

- (1) Each of the following preconditions must be satisfied before the *Developer Works* (and, if applicable, the *Essential Energy-funded assets*) can be *commissioned* and *energised*:



- (a) all amounts due and payable (if any) by the Developer under this *contract* have been paid to Essential Energy;
 - (b) the Developer'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 11);
 - (c) the Developer's *L1 ASP* has provided Essential Energy with any project documentation (including asset data and cable joint test result) and construction test certificates required under the *Compliance Schedule* and Essential Energy's procedure document titled "*CEOP5125 Network Asset Testing and Commissioning*", any manufacturer's or trade warranties and the requirements of all applicable *Laws* (including *energy laws*);
 - (d) Essential Energy has notified the Developer in writing that any *Land Interest* required by Essential Energy has been provided in accordance with clause 11;
 - (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 Developer in accordance with clause 9.1; and
 - (g) all the *Transferable Assets Requirements* have been satisfied (as set out in clause 9.2).
- (2) Once the preconditions set out in clause 8.3(1) have been satisfied, the parties will promptly carry out all necessary and desirable actions to *commission* and *energise* the *Developer Works* (and, if applicable, the *Essential Energy-funded assets*).

8.4 Certificate of Practical Completion

Following completion of all relevant steps under clauses 8.2 and 8.3 (to the reasonable satisfaction of Essential Energy), Essential Energy will issue a *Certificate of Practical Completion*.

8.5 Notice of Arrangement

- (1) A local council may require the Developer of a *Subdivision*, boundary adjustment or lot consolidation to obtain a notice of arrangement (or NOA) from Essential Energy detailing the electricity supply arrangements for the proposed development before issuing a development consent (***Notice of Arrangement***). The purpose of a *Notice of Arrangement* letter from Essential Energy is to confirm that all lots within a proposed development are suitably supplied with electricity. Specifically, the *Notice of Arrangement* ensures that the electricity supply is available at each lot and free from any material *Defects*.
- (2) Where the Developer is undertaking a *Subdivision* and has made a request to Essential Energy for a *Notice of Arrangement* and Essential Energy is satisfied that the Developer has complied with all its obligations under this *contract*, Essential Energy will supply the Developer with a *Notice of Arrangement*.
- (3) Essential Energy may, at its complete discretion and on such terms as Essential Energy requires, provide a *Notice of Arrangement* in advance of the *Certificate of Practical Completion*, subject to clause 8.5(4) below.
- (4) If the *Developer Works* are not completed to Essential Energy's satisfaction or if Essential Energy is not satisfied that the Developer has complied with all its obligations under this *contract*, including, but not limited to its obligations to:
 - (a) pay all amounts owing to Essential Energy;
 - (b) transfer any *Land Interests* to Essential Energy in accordance with clause 11; and
 - (c) rectify all *Defects* and undertake any items of work contained in any notice issued under clause 6.8(1) to the reasonable satisfaction of Essential Energy,



then Essential Energy may recover any costs it incurs as a result from the Developer by making a demand against any bank guarantee provided under clause 8.5(5) or otherwise.

- (5) As a condition precedent to the issue by Essential Energy of the early *Notice of Arrangement* (namely, in advance of the *Certificate of Practical Completion*) in accordance with clause 8.5(3), Essential Energy may request the provision of, and the Developer must provide or ensure that the *L1 ASP* provides, a bank guarantee in respect of the *Developer Works* on such terms as Essential Energy may reasonably require.

9. TRANSFER OF TRANSFERABLE ASSETS

9.1 Deed of Transfer

At least ten (10) *business days* before the date of *energisation* of the *Developer Works* (and, if applicable, the *Essential Energy-funded assets*), the Developer must provide Essential Energy with a *Deed of Transfer* duly signed by the Developer, the Developer's *L3 ASP* and *L1 ASP* to Essential Energy's satisfaction and in a format provided by Essential Energy.

9.2 Transferable Assets Requirements

The Developer 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 9.4 have been transferred to Essential Energy, and in a form which enables Essential Energy to claim under those warranties;
- (2) all required *Authorisations* 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 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 *Developer 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***).

9.3 Transfer of ownership upon issuance of Certificate of Practical Completion

- (1) The issuance of a *Certificate of Practical Completion* under clause 8.4 will be evidence of the performance of the Developer's obligations in relation to the *Transferable Assets*, except in respect of the following:
 - (a) the presence or absence of any *Defects* in relation to the *Transferable Assets*; or
 - (b) any negligence, bad faith, wilful misconduct, fraud, breach of law or failure to comply with any relevant *Authorisation*, *Land Interests* or this *contract*.
- (2) All title in, and rights relating to, the *Transferable Assets* remain with the Developer 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 Developer to Essential Energy (at no cost to Essential Energy), and Essential Energy will be under no obligation to transfer these assets back to the Developer.



9.4 Warranties

- (1) The *Asset Warranty Period* commences on the date of *energisation*.
- (2) During the *Asset Warranty Period*, the Developer warrants to Essential Energy that the *Transferable Assets* have been constructed in accordance with the requirements set out on this *contract*, all relevant *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 Developer must:
 - (a) obtain from all of its *ASPs* and contractors involved in the *Developer Works* (and if applicable, in the *Essential Energy-funded assets*) relevant to the *Transferable Assets*, and its 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 9.2(1).

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

- (1) During the *Asset Warranty Period*, the Developer must (at its own cost) ensure its *L1 ASP*, or an *appropriately qualified ASP* 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 Developer and Essential Energy and this *contract*.
- (2) If any material *Defect* is discovered during the *Asset Warranty Period*, Essential Energy may de-energise the *Site* until the *Defect* is rectified.
- (3) In the event of failure by the Developer or its *ASP* to rectify any *Defect* in accordance with this clause 9.5, Essential Energy will rectify the *Defect* and the Developer 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 Developer setting out the total costs and expenses incurred or to be incurred by Essential Energy under this clause 9.5.
- (4) In the event of a failure by the Developer 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*.

10. CHARGES

10.1 Connection Charges

- (1) The Developer must pay *us* the *Connection Charges* for the standard connection services provided under this *contract*.
- (2) The estimate *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.
- (4) The *Connection Charges* may comprise:
 - (a) the *Ancillary Network Services* provided by Essential Energy to the Developer under this *contract*, and
 - (b) the *Alternative Control Services* provided by Essential Energy to the Developer 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 Developer if there are charges that are for non-contestable *connection works* for us to undertake. These will be set out in the *connection offer*.

10.2 Contribution under the Shared Asset Pioneer Scheme

- (1) Under the *Shared Asset Pioneer Scheme*, if the Developer's *Site* 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 Developer must pay Essential Energy any applicable fee determined in accordance with Essential Energy's *Shared Asset Pioneer Scheme*.
- (2) Alternatively, the Developer may be eligible to receive a payment from Essential Energy in accordance with Essential Energy's *Shared Asset Pioneer Scheme* where its contribution to augment the *distribution* benefits third party customers that may seek connection services in the future.

10.3 Billing arrangements

- (1) *Connection Charges* will be billed directly to the Developer's *ASPs*, in accordance with the *L1 ASP Authorisation Agreement*, unless we agree otherwise.
- (2) If we agree that the Developer is to be billed directly or the *L1 ASP* fails to pay for the *Connection Charges*, the Developer is liable to pay Essential Energy directly for fees and charges in relation to the *standard connection services*, the Developer must pay Essential Energy using any method of payment set out in any invoice Essential Energy sends to the Developer (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.

11. GRANT OF LEASES, EASEMENTS OR LICENSES

11.1 Developer to secure interests in land

- (1) The Developer 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) In complying with clause 11.1(1), the Developer 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 11.1(1) are obtained.
- (3) The *Land Interests* referred to in clause 11.1(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.
- (4) The satisfaction of this clause 11.1 is a precondition to *energisation* of the *Transferable Assets*.

11.2 Rates and taxes

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



12. INTELLECTUAL PROPERTY RIGHTS

- (1) Nothing in this *contract* affects ownership of *Intellectual Property* belonging to Essential Energy, the Developer, or the Developer's *Accredited Service Providers*.
- (2) Essential Energy grants the Developer and the Developer'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 *Developer Works* (and if applicable, the *Essential Energy funded-assets*).
- (3) The Developer:
 - (a) must only use, and must ensure the Developer'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 Developer'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 Developer

- (1) The Developer accepts all risks associated with the *Developer 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 *Developer Works* and remediation of those faults or *Defects*; and
 - (e) the risk of maintaining (including the cost of maintaining):
 - (i) the *Developer Works* (until the *Transferable Assets* are transferred to Essential Energy in accordance with clause 9); and
 - (ii) at all times, the area around the *Developer 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 9),

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 Developer within a specified time.
- (2) The Developer acknowledges and agrees that:
 - (a) Essential Energy has no liability in respect of any delay to, or additional costs for, the *Developer Works* and any other *Loss* suffered or incurred by the Developer 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 Developer further acknowledges that any involvement by Essential Energy in relation to the *Developer Works* (including, without limitation, Essential Energy's review and certification of the *Design* 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 Assets* to Essential Energy under clause 9.3(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 Developer; 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 Developer to comply with this *contract*.

13.2 Responsibility and care of the Developer Works related to the Transferable Assets

- (1) The Developer is responsible for the care of the *Transferrable Assets* until the *Transferable Assets* are transferred to Essential Energy in accordance with clause 9, subject to the obligations of the Developer during the *Asset Warranty Period*.
- (2) The Developer must (at its cost) promptly make good any loss of or damage to the *Developer Works* related to the *Transferable Assets* while the Developer 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 Developer will indemnify Essential Energy for any *Loss* suffered by Essential Energy in relation to any *Developer Works* related to the *Transferable Assets* while the Developer is responsible for their care.

13.3 Indemnity

The Developer 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 *Developer Works* or a breach of this *contract* by the Developer while the *Developer Works* are in the Developer's care;
- (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 Developer to comply with applicable *Laws*;
- (4) in connection with:
 - (a) any *Defects* or faults in the *Developer Works*;
 - (b) the Developer's *Accredited Service Provider(s)* or other contractors carrying out the *Developer Works*, including, for the avoidance of doubt, any work relating to *Essential Energy-funded assets* that the *Developer* 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 Developer (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 Developer;
 - (d) any failure by the Developer to ensure that the Developer'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 Developer to maintain:
 - (i) the *Developer Works* (until the *Transferable Assets* are transferred to Essential Energy); or
 - (ii) at all times, the area around the *Developer Works*,in accordance with applicable safety standards or any failure by the Developer to comply with any safety-related corrective works required by notice from Essential Energy to be undertaken by the Developer within the specified time; and

- (5) by the Developer's *Accredited Service Provider* in relation to amounts payable by the Developer to the Developer'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 Developer 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 Developer or a person making a *Claim* against the Developer 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 Developer has any queries about the Developer's *connection*, please contact Essential Energy and we will provide the Developer with any reasonable technical or other information that we may have about the Developer's *connection*.
- (2) The Developer 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 Developer has a complaint relating to this *contract*, the Developer may lodge a complaint with Essential Energy 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 Developer'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, 10, 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 of this *contract*.

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) **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.
- (4) **Ancillary Network Services** means services determined by the *AER* to be “ancillary network services”, which are services performed by Essential Energy on an ‘as needed’ basis to facilitate the provision of *contestable connection services* by an *Accredited Service Provider* and may include:
 - (a) site establishment;
 - (b) *connection offer services*;
 - (c) notices of arrangement;
 - (d) administration services for work performed by *Accredited Service Providers*;
 - (e) providing clearance to work;
 - (f) providing access (standby person);
 - (g) providing customer interface coordination for contestable works;
 - (h) facilitating the connection/relocation process;
 - (i) undertaking planning studies and analysis relating to distribution;
 - (j) providing services involved in obtaining deeds of agreement regarding property rights;



- (k) design related services;
 - (l) *Accredited Service Provider* inspection services and re-inspection services;
 - (m) re-inspection of installation work – customer assets;
 - (n) substation commissioning; and
 - (o) providing access permits.
- (5) **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.
- (6) **Asset Warranty Period** means the period that is two (2) years commencing on the date of *energisation* of the *Developer Works* under this *contract*.
- (7) **augmentation works** means the construction, testing and *commissioning* for an *augmentation* and/or an *extension* required for the *connection*.
- (8) **Authorisation** means:
- (a) an approval, consent, declaration, exemption, notarisation, licence, permit, certificate, waiver or other authorisation, however described, required by any *Law*;
 - (b) in relation to anything that could be prohibited or restricted by *Law* if an *Authority* acts in any way within a specified period, the expiry of that period without that action being taken, including any renewal or amendment; and
 - (c) an authorisation issued by Essential Energy to an *Accredited Service Provider* allowing that *Authorised Service Provider* to work on or near Essential Energy’s *distribution network*.
- (9) **Authority** means any:
- (a) government, government department or government agency;
 - (b) governmental, semi-governmental or judicial person; or
 - (c) other person (whether autonomous or not) who is charged with the administration of a *Law*.
- (10) **Certificate of Practical Completion** means a certificate issued by Essential Energy under clause 8.4.
- (11) **Certified Design** means a design for the *Developer Works* which is prepared by the Developer’s *L3 ASP* and certified by Essential Energy in accordance with this *contract*, and includes any amendments made by the Developer’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.
- (12) **Claim** includes any claim, action, demand, proceeding or judgment however arising, whether at law or in equity, including any such *Claim*:
- (a) under or in connection with this *Model Standing Offer*;
 - (b) by statute;
 - (c) in tort for negligence or otherwise, including negligent misrepresentations; or
 - (d) in restitution for unjust enrichment.
- (13) **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 Developer’s *L1 ASP* and Essential Energy, in accordance with clauses 6.2 and 6.3.
- (14) **commission** means applying electric current to any electricity power lines (including overhead and underground lines) or associated equipment or electricity structures that form part of the *Developer 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.
- (15) **connection** means a physical link between a *distribution system* and the *Site* to allow the flow of electricity, and **connect** has a corresponding meaning.

- (16) **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.
- (17) **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*".
- (18) **connection assets** means those components of the *distribution system* used to provide *standard connection services*.
- (19) **Connection Charges** means the charges payable by the Developer in consideration for the provision of *standard connection services* by Essential Energy under this *contract*.
- (20) **connection offer** means the offer by Essential Energy to enter into this *contract*.
- (21) **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 *Site*;
 - (b) a service relating to a *connection alteration* for the *Site*;
- but, to avoid doubt, does not include a service of providing, installing or maintaining a *metering installation* for *Site*.
- (22) **Constructor's Request for Commissioning** means the request to be submitted by the Developer's *L1 ASP* under clause 8.3(1)(b)(i) using Essential Energy's document titled "*Constructor's Request for Commissioning CEOF5125.01*" available on Essential Energy's website.
- (23) **Contestable Works** has the meaning given to it in the *energy laws* and as set out in clause 4.4(2).
- (24) **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.
- (25) **Contract Commencement Date** has the meaning given to it in clause 3.1.
- (26) **Deed of Transfer** means a deed signed and delivered by the Developer to Essential Energy in respect of the *Transferable Assets* in accordance with clause 9.1 (in a format provided by Essential Energy).
- (27) **Defect** means any defect, non-conformance, matter or thing (including omissions) in relation to any *Developer Works* and if applicable, any *Essential Energy-funded assets* constructed or installed by the Developer'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*.
- (28) **Design** means the design for the *Developer Works* prepared by the Developer'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.
- (29) **Design Documentation** means all design documentation (including specifications, models, calculations, material test results and drawings) in electronic and written forms which the Developer or any other person creates in respect of the Developer's *connection*, including the *Certified Design* and any *Essential Energy Information* incorporated into such documentation.
- (30) **Design Expiry Date** has the meaning given to it in clause 5.6(1)(b).
- (31) **Design Information** means the information and documents to be provided by Essential Energy to the Developer in order to provide the basis for preparation of the *Design*.
- (32) **Design Information Pack** means the compilation of *Design Information* and *Design Requirements* provided by Essential Energy to the Developer.

- (33) **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*".
- (34) **Designer's Safety Report** means a written report to be prepared and submitted by the Developer's L3 ASP, which demonstrates that the design complies with all applicable safety standards.
- (35) **Developer Works** means the works required to *augment* or *extend* Essential Energy's *distribution system* which are to be carried out by the Developer's *Accredited Service Providers*.
- (36) **DIP Expiry Date** has the meaning given to it in clause 5.2(4).
- (37) **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*.
- (38) **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*.
- (39) **Electrical Concept Plan** means a concept plan of the electrical design for the *Developer Works* prepared by the Developer's L3 ASP.
- (40) **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 *Site* 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.
- (41) **electrical professional** means a licensed electrical contractor or an ASP.
- (42) **energise** means the application of electrical current to the *Transferable Connection Assets* and **energisation** has a corresponding meaning.
- (43) **energy laws** includes the National Energy Retail Law applying under the *National Energy Retail Law (Adoption) Act 2012* (NSW), the National Electricity Law applying under the *National Electricity (New South Wales) Act 1997* (NSW), the *Electricity Supply Act 1995* (NSW), the *Gas and Electricity (Consumer Safety) Act 2017* (NSW), the *rules* and all rules, regulations, instruments and plans made under or to comply with those Acts.
- (44) **Essential 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>.

- (45) **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.
- (46) **Essential Energy-funded assets works** means the work in performing the construction, installation and *commission* of *Essential Energy-funded assets*.
- (47) **Essential Energy Information** means any information or documentation:
- (a) provided; or
 - (b) made accessible or available,
- by Essential Energy to the Developer, the Developer's *L3 ASP* or Developer's *L1 ASP* and includes all information in the *Design Information Pack*.
- (48) **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*.
- (49) **expedited application** means a *connection application* made in accordance with an *expedited connection application* in accordance with rule 5A.F.3 of the *rules*.
- (50) **expedited connection** refers to the process set out in rule 5A.F.3 of the *rules*.
- (51) **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*.
- (52) **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.
- (53) **Inspection Hold Point** means an identified point or milestone set out in the *Schedule of Key Dates* for the *Developer Works*.
- (54) **L1 ASP** means Level 1 *Accredited Service Provider* that holds a current *Authorisation* issued by Essential Energy.
- (55) **L1 ASP Authorisation Agreement** means the Level 1 ASP Authorisation Agreement between Essential Energy and the Developer's *L1 ASP* which sets out the terms and conditions on which Essential Energy authorises the Developer's *L1 ASP* to undertake and/or facilitate *contestable works* on or near Essential Energy's *distribution network*.
- (56) **L3 ASP** means Level 3 *Accredited Service Provider* that holds a current *Authorisation* issued by Essential Energy.
- (57) **Land Interest** has the meaning given to it in clause 11.1(1).
- (58) **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*.
- (59) **Loss** means all damages, costs, losses, expenses, *Claims* and demands from any liabilities whatsoever, whether contractual, tortious, statutory or otherwise.
- (60) **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*.

- (61) **Network Information Portal** means Essential Energy's Network Information Portal which is available via Essential Energy's website.
- (62) **Notice of Arrangement** has the meaning given to it in clause 8.5(1).
- (63) **Notice of Completion** means a written notice issued by the Developer's *L1 ASP* to Essential Energy in accordance with clause 8.1.
- (64) **Public Lighting** means lighting schemes for roads and outdoor public areas (e.g. parks, reserves, pedestrian zones, footpaths, cycle paths and other public areas) that are managed by or on behalf of a Council (as defined by the *Local Government Act 1993*), or Local, State or Federal Government agency that has authority over areas with public lighting.
- (65) **Schedule of Key Dates** means the program for the construction of the *Developer Works* prepared in accordance with clause 6.3, as adjusted and/or amended from time to time by agreement between the Developer's *L1 ASP* and Essential Energy in accordance with this *contract*.
- (66) **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 policy document titled "*Connection Policy – Connection Charges - CEOP2513.06*" (as amended from time to time), available on Essential Energy's website.
- (67) **Site** means the location for which the Developer has applied for *connection services* as set out in the Developer's *connection application* and 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.
- (68) **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* (but does not require *micro-EG connection*), between Essential Energy's low voltage *distribution system* and the Developer's *Site*, where the Developer is undertaking a *Subdivision*. The *standard connection services* are set out in the *connection offer*.
- (69) **Start-up Meeting** has the meaning given to it in clause 6.2(1).
- (70) **Subdivision** means:
- (a) a residential, industrial or commercial subdivision of a single lot at the *Site* into two or more lots; or
 - (b) the construction of multiple new residential premises at the *Site*,
- requiring an electrical network.
- (71) **Test** means a test of the *Developer 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.
- (72) **Transferable Assets** means the *connection assets* to be constructed by the Developer and to be transferred to Essential Energy in accordance with this *contract*. The *Transferable Assets* are described in the *Certified Design*.
- (73) **Transferable Assets Requirements** has the meaning given to it in clause 9.2.

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 Developer: _____

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

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)

