

# Terms and conditions for standard retail contracts



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## Preamble

This contract is about the sale of electricity by us to you at your premises. It is our standard retail contract and starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, the electricity laws and other consumer laws applying in the Northern Territory also contain rules about the sale of electricity. We will comply with these rules in our dealings with you.

You also have a separate agreement with your distributor, Power and Water Corporation, called a 'standard customer connection agreement'. The standard customer connection agreement deals with the supply of network access service to your premises and can be found on your distributor's website, [www.powerwater.com.au](http://www.powerwater.com.au).

More information about this standard retail contract and other matters is on our website, [www.jacanaenergy.com.au](http://www.jacanaenergy.com.au).

### 1. The parties

This contract is between:

Jacana Energy (ABN 65 889 840 667) (in this contract referred to as "we", "our" or "us"); and

You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

### 2. Definitions and interpretation

- (a) Terms used in this contract have the meanings given at the end of this contract.
- (b) If any requirement of this contract is inconsistent with a requirement of the electricity laws, the requirement of the electricity laws will prevail over the requirement in this contract to the extent of that inconsistency.

## 3. Do these Terms and Conditions apply to you?

### 3.1 These are our terms and conditions

This contract sets out our standard terms and conditions governing the sale of electricity for the purposes of section 91 of the *Electricity Reform Act*.

### 3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- (a) you are a residential customer; or
- (b) you are a business customer; and
- (c) you request us to sell electricity to you at your premises; or
- (d) you are consuming or commence to consume electricity at a premises; and
- (e) you are not being sold electricity for that premises under a market retail contract with us or another retailer.

### 3.3 Application of the Appendices

Some of the Appendices to this contract may also apply to you (see the first paragraph of each Appendix to determine whether that Appendix applies to you). If an Appendix applies to you, the terms and conditions set out in that Appendix will also form part of this contract.

## 4. What is the term of this contract?

### 4.1 When does this contract start?

If you request us to sell electricity to you at your premises other than under a market retail contract, this contract starts on the date you satisfy any pre-conditions we advise to you, including giving us acceptable identification and your contact details for billing purposes.

If you are consuming or commence to consume electricity at a premises, without first entering into a market retail contract with us or another retailer, this contract starts on the date you commence consuming electricity at that premises.

## 4.2 When does this contract end?

- (a) This contract ends:
  - (i) if you give us a notice stating you wish to end the contract because you are vacating the premises — subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days' notice; or
  - (ii) if we both agree to a date to end the contract—on the date that is agreed; or
  - (iii) if you start to buy electricity for the premises from us or a different retailer under a market retail contract—on the date the market retail contract starts; or
  - (iv) if a different customer starts to buy electricity for the premises—on the date that customer's contract starts; or
  - (v) if the premises are disconnected and you have not met the requirements in the electricity laws for reconnection (if any) —10 business days from the date of disconnection.
- (b) If you do not give us or your distributor safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph 4.2(a)(i) until we have issued you a final bill and you have paid any outstanding amount for the sale of electricity.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

### 4.3 Vacating your premises

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

## 5. Scope of this contract

### 5.1 What is covered by this contract?

- (a) Under this contract we agree to sell you electricity at your premises. We also agree to meet other obligations set out in this contract and to comply with the electricity laws.
- (b) In return, you agree:
  - (i) to be responsible for charges for electricity supplied to the premises until this contract ends under clause 4.2 (even if you vacate the premises earlier); and
  - (ii) to pay the amounts billed by us under this contract; and
  - (iii) to meet your obligations under this contract, the customer connection agreement for your premises and the electricity laws.

## 5.2 What is not covered by this contract?

- (a) This contract does not cover:
  - (i) the physical connection of your premises to the distribution system,
  - (ii) the provision and installation of the metering equipment for your premises;
  - (iii) the maintenance of that connection and metering equipment; and
  - (iv) the supply of electricity to your premises.

The services referred to in paragraphs (i) to (iv) above currently comprise the network access services. The provision of network access services is the role of your distributor (Power and Water Corporation) and is governed by a separate agreement you have with your distributor, called a standard customer connection agreement.

- (b) Please note that by:
  - (i) receiving network access services, you are agreeing to enter into a standard customer connection agreement with your distributor; and
  - (ii) the provision of network access services for your premises by your distributor is subject to you complying with the standard customer connection agreement.
- (c) A full version of the standard customer connection agreement is available at your distributor's website, [www.powerwater.com.au](http://www.powerwater.com.au).
- (d) Your distributor can also provide you with further details concerning its standard customer connection agreement.

## 6. Your general obligations

### 6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

### 6.2 Updating information

You must tell us promptly if any information you have provided to us changes, including if your billing address changes or if your use of electricity changes (for example, if you start running a business at your premises).

### 6.3 Life support equipment

- (a) If a person living at your premises requires life support equipment, you must register the premises with us. To register, you will need to give written confirmation from a registered medical practitioner concerning the requirement for life support equipment at your premises.
- (b) You must tell us if the life support equipment is no longer required at your premises.

### 6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner, you will not be in breach of that obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

## 7. Our liability

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the *Electricity Reform Act* excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply electricity to your premises or as a result of the defective supply of electricity.
- (d) This clause 7 applies in addition to, and does not vary or exclude, any exclusion from, or limitation on, liability which we may be entitled to claim the benefit of under an electricity law.

## 8. Price for electricity and other services

### 8.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale of electricity to you under this contract are published on our website.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our published prices.

Note: We do not impose any charges for the termination of this contract.

## **8.2 Changes to tariffs and charges**

If we vary our tariffs and charges, we will publish the variation on our website. We will also include details with your next bill if the variation affects you.

## **8.3 Variation of tariff due to change of use**

If a change in your use of electricity means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff:

- (a) if you notify us there has been a change of use—from the date of notification; or
- (b) if you have not notified us of the change of use—retrospectively from the date the change of use occurred.

## **8.4 Variation of tariff or type of tariff on request**

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
  - (i) transfer you to that other tariff within 10 business days; or
  - (ii) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

## **8.5 Changes to tariffs or type of tariff during a billing cycle**

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

## 8.6 GST

- (a) Amounts specified in our published prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this contract is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## 9. Billing

### 9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

### 9.2 Calculating the bill

Bills we send to you (‘your bills’) will be calculated on:

- (a) the amount of electricity consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the electricity laws); and
- (b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and
- (c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

### 9.3 Estimating the electricity usage

- (a) We may estimate the amount of electricity consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.
- (b) If we estimate the amount of electricity consumed at your premises to calculate a bill, we must:
  - (i) clearly state on the bill that it is based on an estimation; and
  - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the electricity actually used.
- (c) If the later meter read shows that you have been undercharged, we may allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.
- (d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

### 9.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information 4 times in the previous 12 months.

## 9.5 Your electricity (only) consumption information

Upon request, we must give you information about your electricity consumption for up to 2 years free of charge. However, we may charge you if:

- (a) we have already given you this information 4 times in the previous 12 months; or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

## 9.6 Bill smoothing

With your agreement, we may arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of the electricity consumption for your premises. See Appendix A for the terms and conditions which will apply if you elect to pay your bills under our bill smoothing arrangement.

# 10. Paying your bill

## 10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the **pay-by date**) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

## 10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

### 10.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we may offer you the option of paying your bill under a payment plan. However, we will not do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of electricity in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under electricity laws if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

### 10.4 Late payment fees

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee, if the conditions described on our website apply.

## 11. Meters

- (a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the electricity laws and in any event at least once every 12 months.

## 12. Undercharging and overcharging

### 12.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (i) we will not charge interest on the undercharged amount; and
  - (ii) we may offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

### 12.2 Overcharging

- (a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying electricity from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days of our becoming aware of the overcharge.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

## 12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

## 13. Security deposits

### 13.1 Security deposit

We may require that you provide a security deposit.

### 13.2 Interest on security deposits

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms published on our website.

### 13.3 Use of a security deposit

- (a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this contract:
  - (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or

- (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing electricity from us at your premises or when you request that your premises be disconnected).
- (b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

### **13.4 Return of security deposit**

- (a) We must return your security deposit and any accrued interest in the following circumstances:
  - (i) you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
  - (ii) you stop purchasing electricity at the relevant premises under this contract and pay our final bill.
- (b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

## **14. Disconnection of supply**

### **14.1 When can we arrange for disconnection?**

Subject to us satisfying the requirements (if any) in the electricity laws, we may arrange for the disconnection of your premises if:

- (a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
  - (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;

- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) there has been illegal or fraudulent use of electricity at your premises in breach of clause 16 of this contract; or
- (e) we are otherwise entitled or required to do so under the electricity laws.

#### **14.2 Notice and warning of disconnection**

Before disconnecting your premises, we must comply with any relevant warning notice requirements and other provisions set out in electricity laws. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of electricity at your premises or where there is an emergency or health and safety issue).

#### **14.3 When we must not arrange disconnection**

- (a) Subject to paragraph (b), we will not ask your distributor to disconnect your premises during the following times ('the protected period'):
  - (i) on a business day before 8.00am or after 3.00pm; or
  - (ii) on a Friday or the day before a public holiday; or
  - (iii) on a weekend or a public holiday; or
  - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
  - (v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

- (b) Your premises may be disconnected within the protected period:
  - (i) for reasons of health and safety; or
  - (ii) in an emergency; or
  - (iii) as directed by a relevant authority; or
  - (iv) if you are in breach of a provision of your customer connection agreement which deals with interference with electricity equipment; or
  - (v) if you request us to arrange disconnection within the protected period; or
  - (vi) if your premises contains a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
  - (vii) where the premises are not occupied; or
  - (viii) by your distributor acting other than in accordance with a request by us.

## 15. Reconnection after disconnection

- (a) We must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:
  - (i) you ask us to arrange for reconnection of your premises; and
  - (ii) you rectify the matter that led to the disconnection;
  - (iii) you pay any reconnection charge (if requested); and
  - (iv) you meet all other preconditions notified by us or your distributor.
- (b) We may terminate this contract if 10 business days have passed since the disconnection and you have not meet the requirements in paragraph (a).

## 16. Wrongful and illegal use of electricity

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use electricity supplied to your premises; or
- (b) interfere or allow interference with any electricity equipment that is at your premises except as may be permitted by law; or
- (c) use the electricity supplied to your premises or any electricity equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of electricity to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d) allow electricity purchased from us to be used otherwise than in accordance with this contract and the electricity laws; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 17. Notices and bills

- (a) Notices and bills under this contract must be sent in writing, unless this contract or an electricity law says otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case); or
  - (ii) on the date that is 5 business days after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## 18. Privacy notice

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer at [privacy@jacanaenergy.com.au](mailto:privacy@jacanaenergy.com.au).

## 19. Complaints and dispute resolution

### 19.1 Complaints

If you have a complaint relating to the sale of electricity by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

### 19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to:

Ombudsman Northern Territory Address:  
12th Floor, NT House,  
22 Mitchell Street, Darwin NT 0800

Telephone: (08) 8999 1818

Fax: (08) 8999 1828

Free call: 1800 806 380 (free if calling from landline only. Call back service is available for calls placed from a mobile phone)

Email: [nt.ombudsman@nt.gov.au](mailto:nt.ombudsman@nt.gov.au)

Website: [www.ombudsman.nt.gov.au/](http://www.ombudsman.nt.gov.au/)

## 20. Force majeure

### 20.1 Effect of force majeure event

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

## **20.2 Deemed prompt notice**

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

## **20.3 Obligation to overcome or minimise effect of force majeure event**

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

## **20.4 Settlement of industrial disputes**

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

# **21. Applicable law**

The laws of the Northern Territory govern this contract.

## 22. General

### 22.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

### 22.2 Amending this contract

- (a) If:
  - (i) we fix new standard terms and conditions governing the sale of electricity to customers of a prescribed class under section 91 of the *Electricity Reform Act*; and
  - (ii) you fall within that prescribed class of customer,this contract will be automatically amended to reflect the new standard terms and conditions.
- (b) In addition to publication in accordance with section 91 of the *Electricity Reform Act*, we will also publish any amendments to this contract on our website.

## Simplified explanation of terms

**billing cycle** means the regular recurrent period for which you receive a bill from us;

**business customer** means a customer who is not a residential customer;

**business day** means a day other than a Saturday, a Sunday or a public holiday in the Northern Territory;

**customer** means a person who buys or wants to buy electricity from a retailer;

**customer connection agreement** means a contract between you and your distributor for the connection of your premises to the distribution system and the delivery of electricity through the distribution system to your premises, for example, the standard customer connection agreement;

**disconnection** means an action to prevent the flow of electricity to the premises, but does not include an interruption;

**distributor** means the person who operates the distribution system (i.e. Power and Water Corporation) that is connected to your premises;

**emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system, or that destroys or damages, or threatens to destroy or damage, any property;

**electricity laws** means the Northern Territory and Commonwealth laws and rules relating to the sale of electricity and the legal instruments made under those laws and rules;

**force majeure event** means an event outside the control of a party;

**GST** has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999 (Cth)*);

**market retail contract** means an agreement for the sale of electricity for a premises negotiated and entered into between a customer and a retailer;

**network access services** has the meaning given in the network access code contained in the Schedule to the *Electricity Networks (Third Party Access) Act*;

**relevant authority** means any person or body who has the power under law to direct us, including the Utilities Commission, the Australian Energy Market Operator and State or Federal Police;

**residential customer** means a person who purchases electricity principally for personal, household or domestic use at their premises;

**retailer** means a person that is authorised to sell electricity to customers;

**security deposit** means an amount of money paid to us as security against non-payment of a bill;

**standard retail contract** means a contract for the sale of electricity to a prescribed customer established under section 91 of the *Electricity Reform Act*. This contract is our standard retail contract.

## Appendix A

### Reliabil Terms and Conditions

This Appendix will apply to the payment of our bills for the supply of electricity to your premises if:

- (a) you satisfy the eligibility criteria listed in item 2 of this Appendix; and
- (b) you agree to pay for the electricity we supply to your premises under this contract using a Reliabil plan.

### Background

1. Reliabil is a bill smoothing service which provides customers with greater predictability concerning their payment obligation by offering to divide their annual electricity costs into twelve equal monthly instalments.

### Eligibility

2. To be eligible for a Reliabil plan, you need to meet the following criteria:
  - (a) Have a standard customer contract with us which has a quarterly billing cycle;
  - (b) Have agreed to receive your bills and correspondence from us by email;
  - (c) Have a direct debit agreement with us; and
  - (d) Not be a customer with:
    - (i) a solar PV system installed at your premises;
    - (ii) a pension registered concession;
    - (iii) an active payment plan or hardship plan; or
    - (iv) a debt over \$300.

## Features

3. Under a Reliabil plan, we estimate twelve equal monthly instalment amounts using a number of factors (such as your annual electricity consumption at your premises) to determine an amount that we estimate should cover the cost of the annual electricity bill for your premises.
4. We will review your Reliabil plan every 6 months to assess whether your instalments are appropriate to cover the actual electricity consumption for your premises. This assessment will be based on the previous 12 months electricity consumption for your premises. If the difference between the quantity used to calculate your 12 monthly instalments and your actual electricity consumption for your premises during that 12 month period is greater than 10%, your monthly instalments for the next 12 months will be adjusted to account for that difference.

## Billing and Payment

5. Every quarter, you will receive a bill showing how your actual electricity consumption compares to the electricity consumption used to calculate your Reliabil instalments.
6. For the months in between you will receive a Reliabil Statement showing your current monthly instalment and its due date.
7. Every month you will only be required to pay your monthly instalment even though it may differ from the actual costs shown on your quarterly bill. This instalment amount may change following the 6-monthly review.

## Agreement

8. By signing-up for a Reliabil plan, you agree to:
  - (a) Receive monthly statements, quarterly bills statements and any communications from us by email for the duration of your Reliabil plan;

- (b) Pay your monthly instalments under your Reliabil plan by direct debit;
- (c) Provide a current and valid email address capable of receiving electronic attachments from us; and
- (d) Ensure your direct debit and email address remains valid for the duration of the Reliabil plan.

## When can this Reliabil plan end?

- 9. You can choose to end your Reliabil plan at any time by written notice to us. If you choose to do this, you will be moved to a standard quarterly billing and payment cycle.
- 10. If your standard customer contract with us ends, this Reliabil plan will also end.
- 11. If you move to a new premises but remain one of our customers, you can start a new Reliabil plan.
- 12. We may end your Reliabil plan by notice to you if:
  - (a) you cease to be one of our customers;
  - (b) you provide incorrect or false information to us;
  - (c) you move to a contract or meter type that has a monthly billing and payment cycle;
  - (d) you fail to make a monthly payment by the payment date in your payment schedule;
  - (e) you cancel your direct debit arrangement;
  - (f) you install a solar PV system at your premises;
  - (g) you become a pension concession holder; or
  - (h) you enter into a payment plan or hardship plan with us.
- 13. If we end your Reliabil plan under item 12(b), 12(d), 12(e), 12(f) or 12(h) you will be moved to a standard quarterly billing and payment cycle and your standard customer contract with us will continue.

## What happens at the end of each 12 month period?

14. At the end of each 12 month period either you or we can terminate the Reliabil plan by giving a termination notice at least 14 days before the end of the relevant 12 month period. If the Reliabil plan is not terminated, the plan will roll-over for a further 12 months with the equal monthly installment amounts for that period being calculated consistently with the requirements of item 3 of this Appendix.

## What happens when this Reliabil plan ends?

15. When your Reliabil plan ends, we will continue to supply you with electricity for your premises under our standard customer contract, however you will no longer receive the features of the Reliabil plan (i.e. you will be moved to a standard quarterly billing and payment cycle and your standard customer contract with us will continue).
16. If your Reliabil plan ends for any reason, any amount that you have already paid us will be left on your account as a credit toward future bills. Alternatively, you may request to have this amount refunded. If your account is in debit you will need to pay the outstanding amount when you receive your next quarterly bill.

## Withdrawal from or changes to a Reliabil plan

17. We reserve the right, at any time, to withdraw or change a Reliabil plan with 14 days prior notice.

## Appendix B

### Solar Photovoltaic (PV) systems

1. This Appendix will apply to you in relation to your premises if:
  - (a) you have a current retail contract for the purchase of electricity from us for your premises;
  - (b) you have installed, or are proposing to install, a solar PV system (a **PV Unit**) at your premises with a nameplate rating which is less than 30kVA;
  - (c) you have entered into a customer connection agreement with your distributor covering the installation and operation of the PV Unit at your premises; and
  - (d) you have applied to us to sell the electricity generated by the PV Unit at your premises to us in accordance with this Appendix and our power purchase terms and conditions.

### Background

2. Solar PV systems can offset much of your premises' electricity needs, depending on the size of the system and the electricity needs of your premises.
3. A solar PV system can also help you save on your electricity bills because you only need to pay us for the electricity you draw from the distribution system.
4. The electricity generated by a solar PV system installed at a premises is first used to meet the electricity requirements for that premises and any excess electricity that is not consumed within that premises can be exported back to the distribution system and, subject to the terms of your retail contract with your retailer, purchased by your retailer.

## Eligibility criteria

5. To be eligible to sell the excess electricity generated by your PV Unit to us, you must first demonstrate to us that you satisfy all of the following eligibility requirements:
  - (a) You have a customer connection agreement with your distributor which covers the connection and operation of your PV Unit at your premises;
  - (b) The PV Unit has been installed at your premises and complies with electricity law;
  - (c) The PV Unit is rated at less than 30 kVA;
  - (d) You consume less than 750,000 kWh per annum of electricity at your premises (prior to the installation of the PV Unit);
  - (e) You have a retail contract with us for the supply of electricity to your premises;
  - (f) If you occupy, but do not own your premises, you must satisfy us that you have the consent of the owner of the premises to install the PV Unit and/or sell excess electricity generated by the PV Unit to us; and
  - (g) You have provided us with proof that you have satisfied all of the eligibility requirements and any other information or documents reasonably requested by us.

## Commencement of sale and purchase of excess electricity

6. If this Appendix applies to you and your premises and you have satisfied the above eligibility criteria, we will pay you a credit for the excess electricity you generate at your premises from the PV Unit and export back to the distribution system. This is called the 'Solar Buyback Rate' and is published on our website. The amount of the Solar Buyback Rate will appear as a credit on your bill.

7. This payment and your and our rights and obligations in relation to this payment and the PV Unit will be governed by this contract (including the terms and conditions set out in this Appendix) and our 'Power Purchase terms and conditions' published from time to time on our website at [jacanaenergy.com.au/solar](http://jacanaenergy.com.au/solar).
8. This payment can be viewed on your bill as a 'buy back'. Please note that any electricity you draw from the distribution system to meet your premises needs, for example when your PV Unit is not generating electricity at night or on cloudy days, will still be charged back to your account in accordance with the terms and conditions of this contract.

## Appendix C

### Prepayment Meters

1. This Appendix will apply to you in relation to your premises if you:
  - (a) have installed, or are proposing to install, a Prepayment Meter at your premises; and
  - (b) have thereby elected to pay the electricity charges for your premises using a Jacana Prepayment Meter Card and the Prepayment Meter.
2. In this Appendix C:
  - (a) **Emergency Credit** means an amount of emergency credit that will be accessible on your Prepayment Meter.
  - (b) **Friendly Credit** means an amount of credit whereby the Prepayment Meter will not self-disconnect if it runs out of credit between 4pm and 9am on a business day, on the weekend or on a public holiday.
  - (c) **installation** of a Standard Meter to replace a Prepayment Meter includes the conversion or reconfiguration of the Prepayment Meter (either remotely or by attending at the premise) to a standard operating mode so that the Prepayment Meter operates as a Standard Meter.
  - (d) **Jacana Prepayment Meter Card** means a prepayment meter card issued by us which allows for electricity paid in advance by you (i.e. credit) to be sent to the Prepayment Meter the card is linked to.
  - (e) **Meter Reprogramming Fee** means the fee for the reprogramming of a meter published from time to time on our website.
  - (f) **Prepayment Meter** means a meter which operates to permit the supply of electricity to the premises when credit is available on the meter.

- (g) **Prepayment Meter Installation Fee** means the fee for the installation of a new Prepayment Meter at your premises published from time to time on our website.
- (h) **Recharge Agent** means a business that is authorised to sell credit to holders of Jacana Prepayment Meter Cards to top up the Prepayment Meter linked to that card and (where applicable) collect other fees and charges owed to us by that customer.
- (i) **removal** of a Prepayment Meter includes rendering the meter non-operational or reconfiguring the meter (either remotely or by attending at the premise) to operate as a Standard Meter.
- (j) **self-disconnected / self-disconnection** means an interruption to the supply of electricity because the Prepayment Meter has no credit (including Emergency Credit) available.
- (k) **Standard Meter** means a metering installation of the type that would ordinarily be installed at the premises under the electricity laws (and for the avoidance of doubt excludes a Prepayment Meter).

## Commencement

- 3. Your obligations under this Appendix commence:
  - (a) where you have requested a Prepayment Meter to be installed at your premises, on and from the day that an authorised electrical contractor installs the Prepayment Meter at your premises; and
  - (b) where there is already a Prepayment Meter installed at your premises, at the same time as this contract starts under clause 4.1 of the contract.

## Eligibility

4. To be eligible for the installation of, or the continued use of, a Prepayment Meter you:
  - (a) must not have any life support equipment installed at your premises; and
  - (b) must be able to safely access your Prepayment Meter.
5. If:
  - (a) you have moved into a new premises that has a Prepayment Meter and you or someone who will be living in the premises requires life support equipment; or
  - (b) you have a Prepayment Meter and after this contract starts:
    - (i) you register your premises in accordance with clause 6.3 of this contract; or
    - (ii) we become aware that someone living at your premises requires life support equipment,  
we will make immediate arrangements to remotely reconfigure the meter to operate as a Standard Meter (at no cost to you).

## Installation of Prepayment Meter

6. You may notify us at any time that you wish to have a Prepayment Meter installed at your premises.
7. If you ask to have a Prepayment Meter installed at your premises:
  - (a) you will be required to pay a Prepayment Meter Installation Fee;
  - (b) you will receive a Jacana Prepayment Meter Card (or another form of prepayment identifier linked to that Prepayment Meter) with your Prepayment Meter;

- (c) you will receive a bill in accordance with clause 9 of this contract for any outstanding charges associated with the supply of electricity through your Standard Meter (which bill will include the Prepayment Meter Installation Fee if this fee has not yet been paid); and
  - (d) item 13 of this Appendix will commence to apply as and from the date on which the Prepayment Meter is installed at your premises.
- 8. If you are not the owner of your premises, you must inform the owner of your intention to install a Prepayment Meter at the premises and provide us with the owner's written consent to that installation.
- 9. Notwithstanding Item 8, if you are not the owner of the premises and you do not obtain the owner's consent to install a Prepayment Meter at the premises, you will be liable for any resulting claim that is made by the owner.

## Existing Prepayment Meter

- 10. If you have moved into a premises that already has a Prepayment Meter please call 1800 522 262 to:
  - (a) arrange for the issue to you of a new Jacana Prepayment Meter Card linked to that Prepayment Meter, or to link an existing Jacana Prepayment Meter Card to that Prepayment Meter; and
  - (b) notify us if you have identified any issues in relation to that Prepayment Meter (for example, a negative balance from the previous occupant of the premises).
- 11. You may be required to pay an administration fee when you are issued with a new Jacana Prepayment Meter Card (which fee is published on our website).
- 12. If you have moved into a premises that already has a Prepayment Meter, item 13 of this Appendix will apply.

## Charges and usage information

13. Subject to items 7 and 12 of this Appendix, when you have a Prepayment Meter installed at your premises:
  - (a) we will not send you bills for the supply of electricity until such time as the Prepayment Meter has been converted to a Standard Meter;
  - (b) your electricity charges will be calculated in accordance with the Published Charges and your metered electricity consumption;
  - (c) you can access your electricity consumption information and outstanding debts on your Prepayment Meter by following the instructions for your Prepayment Meter (a copy of these instructions can be obtained from your distributor); and
  - (d) clauses 9.1, 9.2, 9.3, 9.6, 10.1, 10.2 and 10.4 of this contract will not apply.

## Prepayment Meter Responsibilities

14. You are solely responsible for:
  - (a) adding credit to your Meter;
  - (b) ensuring that you maintain a sufficient level of credit on your Prepayment Meter to enable you to meet the electricity consumption requirement for your premises.
15. If you are proposing to go away for an extended period, you will need to ensure that you have enough credit loaded onto your Prepayment Meter to keep your household appliances and other relevant services running while you're away.
16. You must not damage, interfere with or misuse the Prepayment Meter. You will be held liable for any such damage, interference or misuse.
17. You acknowledge that the Prepayment Meter is the property of your distributor and that any changes to the location of your Prepayment Meter must be agreed to by your distributor and will be at your expense.

## Jacana Prepayment Cards

18. You acknowledge and agree that Jacana Prepayment Cards are our property.
19. You must immediately notify us if you lose your Jacana Prepayment Meter Card, your Jacana Prepayment Meter Card is damaged or if you move out of your premises.
20. We are entitled to charge you a fee for replacement of a Jacana Prepayment Meter Card (which fee is published from time to time on our website).

## Additional Credit

21. You can pay for additional credit on your Prepayment Meter at a Recharge Agent or by using one of our other approved methods for purchasing additional credit for your Prepayment Meter. Please see our website or call us on 1800 522 262 for further details.
22. Payments can be made by any method accepted by a Recharge Agent.
23. For the location of the nearest Recharge Agent to you and for further information concerning purchasing additional credit for your Prepayment Meter, please refer to our website or call us on 1800 522 262.

## Emergency Credit and Friendly Credit

24. Prepayment Meters will have an Emergency Credit facility and a Friendly Credit facility as part of their programming.
25. In addition, a Prepayment Meter must display:
  - (a) the financial balance of the credit on the Prepayment Meter, accurate to within \$1.00 of the actual balance;
  - (b) whether the Prepayment Meter is operating in normal credit, Emergency Credit or Friendly Credit mode; and
  - (c) current consumption information (in both KWh and \$AUD).

26. To access Emergency Credit or Friendly Credit, please refer to the instructions for your Prepayment Meter.
27. When the Emergency Credit or the Friendly Credit runs out:
  - (a) the Prepayment Meter will shut down and the supply of electricity to your premises will turn off (provided that in the case of Friendly Credit this will not occur before 9am on the next business day); and
  - (b) you must repay the cost of the Emergency Credit and/or the Friendly Credit you have used and this cost will be paid first from any credit you subsequently load onto the Prepayment Meter.
28. If the supply of electricity to your premises is turned off because you have exhausted the credit on your Prepayment Meter, you can turn the supply of electricity back on by:
  - (a) activating your Emergency Credit (if you have not already done so); or
  - (b) purchasing credit for your Prepayment Meter.
29. If you have activated your Emergency Credit or utilised your Friendly Credit your Prepayment Meter will display a debt.

## Payment difficulties

30. Items 31 and 32 of this Appendix will apply instead of clauses 10.3(a) and 10.3(b) of this contract, but in addition to clause 10.3(c) of this contract, where your premises has a Prepayment Meter.
31. Please notify us if you are experiencing difficulty in maintaining an adequate amount of credit on your Prepayment Meter.
32. If you notify us in accordance with item 31 above, or if we have identified through our Prepayment Meter management system that you have Self-Disconnected three (3) or more times in any three (3) month period for longer

than 240 minutes on each occasion, we will try to contact you to:

- (a) discuss options to address your difficulties in maintaining an adequate amount of credit on your Prepayment Meter;
- (b) provide information about and if requested, a referral to any relevant government funded energy charge rebate, concession or relief scheme;
- (c) provide information about available financial counselling services; and
- (d) provide such other assistance as is available from time to time under our financial hardship policy.

## Undercharging

33. Where:

- (a) clause 12.1 of this contract applies; or
- (b) you have been undercharged as a result of breaching clause 16 of this contract,

you agree that subject to the electricity laws, we may recover this from you by issuing an invoice for the undercharged amount or by accessing the available credit on your Prepayment Meter.

## Overcharging

34. Item 35 applies instead of clauses 12.2(a) and 12.2(b) of this contract where your premises has a Prepayment Meter.

35. If you think that you have been overcharged or the credit you have purchased has not been properly added to your Prepayment Meter, please contact us and we will investigate the matter and where appropriate, make any required adjustments to the credit on your Prepayment Meter.

## Meter Reprogramming Fee

36. You may be required to pay a Meter Reprogramming Fee if you ask us to arrange for your distributor to reconfigure your Prepayment Meter to a Standard Meter.

## Termination

37. If you are vacating your premises:
- (a) you must ensure that the Prepayment Meter does not have a negative credit balance (this includes repaying any Emergency Credit and/or the Friendly Credit you have utilised but not yet repaid);
  - (b) you can apply to us prior to vacating your premises to arrange for the transfer of any credit left on your Prepayment Meter on the day after you vacate your premises to your account with us for your new premises or the Prepayment Meter at your new premises; and
  - (c) you can elect to leave your Prepayment Meter Card at your premises or take it with you to your new premises and apply to us to link that card to the Prepayment Meter at your new premises.
38. Please note that:
- (a) we cannot transfer any credit left on your Prepayment Meter to another Prepayment Meter or account if you do not apply for that transfer before vacating your premises;
  - (b) we are not responsible to repay any credit that is left on your Prepayment Meter when you vacate your premises; and
  - (c) you may be required to repay the amount of any negative credit left on your Prepayment Meter when you vacate your premises.





**For more information go to**

**WEB** [jacanaenergy.com.au](http://jacanaenergy.com.au)

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**EMAIL** [customercare@jacanaenergy.com.au](mailto:customercare@jacanaenergy.com.au)

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