

Jackgreen NSW Terms and Conditions



**I Care, I Choose
Jackgreen.**

**Ph. 1300 46 5225
www.jackgreen.com.au**

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Version 6, 26 June 2007



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www.jackgreen.com.au

1. Introduction

Jackgreen (International) Pty Ltd ABN 14 097 708 104 of Suite 9 / 29 Hunter Street, Parramatta, NSW 2150, Phone: 1300 46 5225 (“us” or “we”) and the customer (“you”), enter into an electricity sale agreement which embodies the following terms and conditions.

1.1 Interpreter Services

إذا كنت بحاجة إلى مترجم، فالرجاء أن تطلب ذلك من مندوب جاكغرين (Jackgreen)

如果需要傳譯員，請詢問你們的 Jackgreen 代表。

Αν χρειάζεστε διερμηνέα, παρακαλούμε να το πείτε στον αντιπρόσωπό σας της Τζακγκρήν- Jackgreen.

Se vi serve un interprete, fatelo presente al rappresentante della Jackgreen.

Si necesita un intérprete, hable con su representante de Jackgreen.

Nếu cần thông ngôn giúp đỡ thì xin quý vị hỏi nhân viên đại diện của Jackgreen.

Phone. 1300 46 5225

1.2 Definitions

In your agreement with us, the following terms have the following meanings:

“**Administration fee**” means costs incurred by Jackgreen if you do not comply with your contract or if you request something that is not contemplated in this Agreement.

“**Agreement**” means your retail electricity agreement with Jackgreen under which Jackgreen supplies electricity to your premises.

“**Default Rate**” means a rate equal to the Published Rate (refer to the definition below) plus 2%, converted to a daily rate based on a year of 365 days.

“**Laws**” means the NSW Electricity Supply Act 1995, Electricity Supply (General) Regulation 2001 and the NSW Marketing Code of Conduct.

“**Published Rate**” for any day means the rate for that day described as the 90 Day Bank Bill Swap Reference Rate:-Average Bid (Source: ANZ) published in the Australian Financial Review from time to time (expressed as a yield percent per annum) or, if there is no such rate at any relevant time, any substitute replacement reference rate published in the Australian Financial Review from time to time provided that when a day is not a Business Day, the rate for that day will be the rate published in the Australian Financial Review on the next Business Day.

“Retail Supply Agreement” means the forms completed and signed by you, or, if you apply to become a Jackgreen customer through the Jackgreen website, the form submitted, or if you become a Jackgreen customer by telephone, means the agreement as recorded.

“Service Provider” means the electricity distributor in your distribution area.

“Supply Address” means the site where you accept electricity supply from us.

2. Your Agreement with Us

- 2.1 Your Agreement with us consists of these Terms and Conditions and your Retail Supply Agreement (if applicable).
- 2.2 We will sell electricity to you and you will purchase electricity from us and accept the supply of electricity at the Supply Address for the duration of your Agreement.
- 2.3 By entering into this Agreement, you also acknowledge that you are choosing Jackgreen as your electricity supplier. If your Supply Address is currently supplied by another retailer, you give your explicit informed consent to your Supply Address being transferred to Jackgreen.

3. Commencement of Agreement

- 3.1 Your Agreement will commence on the Commencement Date, which is the day your Agreement is entered into. Your Agreement is entered into:
 - if you have completed a Retail Supply Agreement, when we give you or send you a copy of these Terms and Conditions; or
 - if you move into a Supply Address where Jackgreen is already supplying electricity, the date on which you move into that Supply Address and begin using electricity.
- 3.2 The supply of electricity under your Agreement will commence when your Supply Address is transferred to Jackgreen as your electricity supplier, which can be up to 4 months from the Commencement Date, or if your Supply Address is already with Jackgreen, the date you commence using electricity at that address. We will write to you to confirm the date on which Jackgreen started to supply electricity to your Supply Address.
- 3.3 Where you are already our Customer and you are renewing or extending your Agreement, your Agreement will become effective on the agreed date of the renewal or extension specified in the Retail Supply Agreement.

4. Cooling-Off Period During Which You May Terminate

If you have signed a Retail Supply Agreement with Jackgreen, you may terminate your Agreement without penalty by giving notice to Jackgreen within 10 business days of the Commencement Date (the Cooling off Period). Notice requesting cancellation of your contract can be by phone, post, email or fax.

- Phone - 1300 46 5225
- By Post - Cancellations Officer, PO Box 1439,
Macquarie Street, Parramatta NSW 2150
- By Email - Cancellations Officer, enquiries@jackgreen.com.au
- By Fax - Cancellations Officer, 02 9407 2285

5. Jackgreen May Cancel

Jackgreen reserves the right to cancel your Agreement at any time. Jackgreen may cancel your Agreement if we are not satisfied with your credit history, or if your Agreement does not pass our contract verification process.

6. Duration of Your Agreement

- 6.1 This Agreement commences on the Commencement Date and continues until you notify us in writing that you wish to terminate this Agreement and your Supply Address transfers to another retailer, or Jackgreen notifies you in writing that this Agreement is to be terminated.
- 6.2 If you request that we terminate this agreement, you must make arrangements to transfer your electricity supply to another retailer and take all necessary steps to effect the transfer. You will remain liable to us for all electricity supplied to the Supply Address under the terms of this Agreement until the date on which your Supply Address transfers to another retailer.
- 6.3 If you transfer to another electricity retailer without giving us prior notice in writing, you must pay us a termination fee of \$49.

7. Supply of Electricity

- 7.1 Your Service Provider is responsible for the physical supply of electricity to the Supply Address. The supply of electricity may be subject to variations in voltage and frequency and may contain voltage surges, which may cause damage to your equipment. We are unable to guarantee the quality and security of supply of electricity. Your Service Provider may disconnect, interrupt or reduce the supply of electricity to the Supply Address. To the extent permitted by law, you agree to release us from any liability for such disconnection, interruption or reduction in the supply of electricity or any variation in the voltage and frequency of the supply. To the extent permitted by the Trade Practices Act 1974, all warranties are excluded.

7.2 You are required to:

- Keep all electricity supply equipment installed at your premises in a safe condition
- Not allow any person other than an accredited electricity installer to perform work on an electrical installation
- Provide or procure safe access to the premises and to the electricity supply equipment installed on it so as to permit any work required by this Contract or the law to be done to it
- Not interfere with, or permit another person to interfere with, the safe and orderly operation of the electricity distribution system to which your premises is connected
- Not use the electricity supply in a way that may cause harm to third parties or be in breach of the law.

8. Billing and Payments

- 8.1 Your electricity consumption will be charged at the standard government regulated rates applicable to your Supply Address at the time of entering this agreement, or as varied by us from time to time in accordance with this agreement.
- 8.2 The metered consumption of electricity will be measured on each meter read, which will normally be every three months. To enable us to charge you accurately you must give meter readers and our authorised officers safe access at all reasonable times to the meters and your Premises at the point at which the Service Providers distribution systems connects to your premises.
- 8.3 If your meter is not read for any reason or if your meter is faulty, we may estimate the amount of electricity you have used. Subsequent statements or invoices will be adjusted for the difference between the estimates and the actual amount of electricity used, based on the reading of the meter. You give your explicit informed consent for us to use estimates for the calculation of charges.
- 8.4 We will bill you for your estimated or measured consumption of electricity during a billing period, including any charges relating to connection services or metering services and any additional payments as set out in clause 9.1. You are not obliged by this Contract to pay any amount to us for electricity supply unless the basis for calculating that amount is set out in this Contract. The Regulation sets out various matters that must be included in an energy bill. You can also find a statement of your rights with respect to invoices and billing on www.jackgreen.com.au or by calling us on 1300 46 5225.

- 8.5 We will issue an energy bill to your nominated address or email address at least once every 3 months, showing how much electricity you have used. You have 12 business days from the date we send an account to pay the total amount owing including GST.
- 8.6 You can ask us to review your bill, and we will do so in accordance with the Regulations. If you are overcharged, we will issue you a refund in accordance with the Regulations.
- 8.7 Jackgreen may give information about you to a credit reporting agency, for the following purposes:-
- To allow the credit reporting agency to create or maintain a credit information file containing information about you.
 - The information is limited to:
 - Identity particulars – your name, sex, address (and the previous two addresses) date of birth, name of employer and drivers licence number
 - Loan repayments which are overdue by more than 60 days, and for which debt collection has started
 - Advice that your loan repayments are no longer overdue in respect of any default that has been listed
 - Information that, in the opinion of Jackgreen you have committed a serious credit infringement (that is fraudulently or shown an intention not to comply with your credit obligations)
 - That credit provided to you by Jackgreen has been paid or otherwise discharged.

9. Possible Additional Payments

- 9.1 Without limiting clause 10.2, you may be required to pay the following additional payments:
- **Non Direct Debit Charge.** If you choose a payment method other than direct debit, we will charge you \$2.00 per month. Payments via direct debit will not incur the Non Direct Debit Charge. If a direct debit is rejected by your bank or financial institution, we will charge you any bank, charge or credit card costs incurred by us.
 - **GreenPower Premium.** If you have agreed to pay an additional GreenPower Premium, this will be shown in your confirmation letter and welcome pack.
 - **Termination Fee.** If you terminate your Contract after the Cooling Off Period and fail to notify us in writing then you will be required to pay \$49.

- **Administration Payment.** An Administration Payment will be charged by Jackgreen for reasonable costs incurred by Jackgreen if you do not comply with your contract or if you request something that is not contemplated in this Agreement.
- **Disconnection and Reconnection Payments.** These payments will apply if Jackgreen disconnects, or reconnects following a disconnection, the supply of electricity to your Supply Address.
- **Late Fee:** A fee of \$5 will be charged if you do not make a payment by the due date. In addition we may charge you interest at the Default Rate, on any amounts owing.
- Any other fees or charges specified in your Retail Supply Agreement where applicable.

9.2 From time to time government or other industry participants may impose on us new or increased charges or taxes relating to the supply of energy to you. Consistent with the law, we may pass the liability for these charges or taxes onto you by providing you notice of any changes as soon as possible, and in any event no later than your next energy bill. All such charges or taxes will be included in your energy bill and be payable to us.

10. Variation of this Agreement

10.1 We may vary the charges payable under your Agreement, including the charges for electricity consumed. If we are going to vary your charges, we will endeavour to give you at least 14 days notice of the variation. The notice will specify the date when the changes will take effect and will provide details of the new rates or the amount of the variation. Any variation will take effect from the date specified in the notice.

10.2 We may vary any other terms of this Agreement by notifying you in writing of these changes.

11. Direct Debit

If you have signed a direct debit authority, amounts owing to us under your Contract will be debited from the bank account or credit card specified on the Direct Debit Form.

12. Direct Debit Default

If a direct debit is rejected by your bank or financial institution, we will charge you any bank, charge or credit card costs incurred by us.

13. Security

- 13.1 You may be charged a security deposit. The amount of a security deposit for a small customer who is on a quarterly billing cycle must not be greater than 1.5 times the estimated quarterly bill. Jackgreen must base a customer's estimated quarterly bill on:-
- The customer's previous billing history
 - The previous billing history at the premise
 - If no such history is available, typical electricity usage of customers of the same type as the customer.
- 13.2 We may not use any part of a security deposit paid under your contract to recover amounts due in respect of charges other than charges related to the supply of electricity or Connection Services arranged by us.
- 13.3 At any time, we may use the security to pay amounts owing by you to us in respect of Connection Services or the supply of electricity only which has resulted in disconnection of your premises and where you have no right of reconnection, or where you have vacated your premises, requested disconnection or transferred to another retailer.
- 13.4 We must repay to you the balance of your security deposit (and accrued interest) in accordance with your reasonable instructions within 10 business days of you either completing one year's payment of bills by the initial due dates for payment of each respective bill, or ceasing to take supply at your premises. If you do not give us such instructions then we must credit amounts owing to you under this clause on your next bill. If we use your security deposit then we must give you a written account of its use and repay any balance within 10 business days.
- 13.5 Interest is payable by us in respect of any security paid by you at the Default Rate calculated daily until the date of payment but capitalised on the first Business Day of each month. On termination of your Contract, we will return to you the balance (if any) of security and accrued interest remaining after all payments in respect of the supply of electricity or Connection Services have been received.

14. Payment Difficulty

If you have difficulty in paying for electricity you must contact us or phone Jackgreen on 1300 46 5225 to discuss whether we can help you by arranging an instalment plan or referral to an independent financial counsellor, or to determine whether you are eligible under government concession or grant scheme, or for advice about efficient energy use.

15. Last Resort Supply Arrangements

If a Last Resort Event occurs to us (meaning an event that triggers the operation of the Last Resort Scheme approved by the jurisdictional regulator), we must immediately cancel any direct debit arrangement and notify you and your financial institution of the cancellation.

16. When Disconnection of Supply May Occur

We may discontinue the supply of electricity to your Supply Address if you (or the person who owns or occupies the Supply Address) have not paid an electricity bill by the due date (but excluding a failure to pay an instalment under your first instalment plan with us) and it remains unpaid 14 Business Days after the date of dispatch of the electricity bill.

We must give you written notice that you have not paid your bill, stating a new pay by date that is not less than 20 business days from the date of dispatch of the electricity bill, unless the Laws allow shorter notice.

We must also give you a disconnection warning not less than 22 business days from the dispatch of the electricity bill, which includes a new pay by date not less than 28 business days from the date of dispatch of the electricity bill. We must provide you with a telephone number for payment assistance advice and provide that advice if you call us.

We must also give you a further disconnection warning no less than 6 business days before your electricity is to be disconnected.

After complying with the above we may disconnect your premises only if you do not provide a reasonable assurance to us that you are willing to pay our electricity bill, or you do give us that assurance but then do not pay by the applicable due date or if you do not agree to a new payment arrangement within 5 Business Days after the receipt of the disconnection warning, or if you do not make payments under the new payment arrangement.

The Laws also provide that we are not permitted to disconnect you for failing to pay our bill if that was due to you lacking sufficient income and we have not used our best endeavours to contact you in person or by telephone or where you accept an instalment plan within 5 business days of our offering one to you.

Any disconnection warning issued by us must contain the information required by Law.

17. When Disconnection May Not Occur

We must not discontinue electricity supply to your premises (including requesting a network operator to disconnect your premises from an electricity distribution system) unless we have complied with the requirements of this Contract or the Laws.

If you have requested that EWON resolve a complaint made by you that directly relates to the non-payment of your bill, then we may not discontinue supply until your complaint is resolved.

We may not discontinue supply or arrange for discontinuation of supply on a Friday, Saturday, Sunday, a public holiday or a day before a public holiday, or after 2.00pm on any other day.

We may not discontinue supply or arrange for discontinuation of supply while an application is pending from you for assistance under any government funded rebate or relief scheme, or if a life support machine is registered at your address.

Where we are entitled to discontinue supply of electricity to you and have otherwise complied with this clause and clause 17 then we are entitled to request that a network operator disconnect your premises from an electricity distribution system.

18. Process for Recommencement of Your Energy Supply

Provided any breach of this Contract by you has been rectified or the grounds giving rise to your disconnection have been removed by you within 10 business days of disconnection, and you are under the Laws entitled to be reconnected then we must arrange for the recommencement of your electricity supply if you request it.

We must promptly notify the relevant network operator of any request by you to reconnect your electricity supply.

We must recommence supply to you:

- if your request is made before 3pm on a business day, on the day of your request; or
- if your request is made after 3pm on a business day, on the next business day after your request; or
- if your request is made after 3pm on a business day but before 9pm and you pay an after hours connection charge to us, on the day of your request.

The relevant network operator's standard reconnection fee will apply if your request is made between 9am and 3pm, however if your request is made outside these hours an after-hours reconnection fee will be required, which will not be payable if you allow us to reconnect your electricity supply the following day.

If your premise was disconnected due to an emergency then we will arrange for the reconnection of your premises as soon as it is safe to do so and otherwise in accordance with the law.

19. Other rights

Nothing in this Contract affects any right or obligation of the network operator or us under any law or a contract for connection services with you to refuse to supply, or to disconnect or interrupt electricity supply to your premises.

20. Changing Supply Address

If you are moving from your Supply Address you must notify us of your new Supply Address and the date on which you will move there, not less than 4 days before you move. You may notify us in writing by letter, fax or email, or by calling us on 1300 46 5225.

If we are unable to supply electricity at your new Supply Address this Agreement will terminate effective from the date on which you vacate your old Supply Address.

21. Complaints and Disputes

- 21.1 If you have a complaint of any nature, we encourage you to call our Customer Service Centre on 1300 46 5225.
- 21.2 We will try to resolve any complaint quickly and we will give you written notice of our proposed resolution or our decision. If you are not satisfied with our proposed resolution or decision you may appeal it by notifying us (either in writing or orally) within 28 days after you receive our notice. If we do not resolve the dispute or you are not satisfied with our decision after it has been reviewed, you may refer to the dispute resolution process set out in the Jackgreen Customer Information Booklet. The Jackgreen Customer Information booklet may be found online at: www.jackgreen.com.au. Alternatively, you can request a written copy from us.
- 21.3 Having followed this process, if you are still not satisfied you may refer the matter to the Energy Water Ombudsman New South Wales (EWON).

22. Guaranteed Customer Service Standards

Our Guaranteed Customer Service Standards are also incorporated in these Terms and Conditions. They are the matters set out in Part 2 of Schedule 2 of the Regulation. The Regulation requires us to inform you about these. They are available from us, in printed form, free of charge. They are also available on our web site at www.jackgreen.com.au

23. Statement of the Customer's Rights

Under Division 4 of Part 3 of the Regulation, we are obliged to provide you with a statement of your rights in relation to charges and bills. This statement of your rights is available from us, in printed form, free of charge. It is also available on our web site at www.jackgreen.com.au

24. Minimum Service Standards

As required by schedule 1 of the Regulation, our Minimum Standards of Service are incorporated into your Contract. We will provide these standards of service to you. The Regulation requires us to inform you about these. They are available from us, in printed form, free of charge. They are also available on our web site at www.jackgreen.com.au

25. Confidentiality

You agree to keep confidential all reasonably commercially sensitive or confidential information relating to this contract.

26. Notices

- 26.1 Unless otherwise stated, notices given by us may be given by telephone, fax, email or post to the number or address as set out in the Retail Supply Agreement. Any notice you are required to give us must be in writing and may be given by fax, email or post.
- 26.2 Notices by telephone are effective immediately. Notices by fax are effective when the sender receives confirmation that the fax was sent. Notices by email are effective when the sender receives confirmation that the email was received.
- 26.3 If your contact details are going to change, you must notify us of your new contact details.

27. Energy Efficiency

We will provide free of charge, if requested by you to do so you, information about efficient energy consumption.

28. Privacy Policy

Jackgreen respects your right to Privacy protection and is required to comply with the National Privacy Principles in force under the Privacy Act 1988 (Cth). Please refer to the Jackgreen website (www.jackgreen.com.au) for a copy of this policy. Alternatively, you can request a written copy from us.

29. Assignment or Transfer of your Agreement

- 29.1 You may transfer this Agreement to another person only with Jackgreen's consent. You must notify us of the proposed transfer at least 14 days in advance.
- 29.2 Jackgreen may assign or transfer your Agreement only with your consent. By entering into this Agreement, you give your consent to any future assignment or transfer by us.

30. Governing Law

This Agreement will be subject to the laws of the State where the Supply Address is located. Both parties agree to comply with the laws of that State.

