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## Terms and conditions for standard retail contracts



**Jacana**  
ENERGY

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## Preamble

**This contract is about the sale of electricity to you at your premises. It is a standard retail contract that 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 and we will comply with these rules in our dealings with you.

You may also have a separate Solar Feed-In Agreement, which forms a separate contract. The applicable terms and conditions are provided on our website, [www.jacanaenergy.com.au](http://www.jacanaenergy.com.au).

You also have a separate contract with your distributor, Power and Water Corporation, called a customer connection contract. The customer connection contract deals with the supply of electricity 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 contract and other matters is on our website.

## 1 The parties

This contract is between:

Jacana Energy (ABN 65 889 840 667) who sells electricity to you at your premises (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 the premises under a market retail 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.

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#### 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—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 and the electricity laws.

#### **5.2 What is not covered by this contract?**

This contract does not cover the physical connection of your premises to the distribution system, including metering equipment and the

### **6 TERMS AND CONDITIONS**

maintenance of that connection and the supply of electricity to your premises. This is the role of your distributor under a separate contract called a customer connection contract.

## **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 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 the 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 or your distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (b) You must tell us or your distributor if the life support equipment is no longer required at the 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 the 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.

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## **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.

## **10 TERMS AND CONDITIONS**

- (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**

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your electricity consumption.

## **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.

## **12 TERMS AND CONDITIONS**

- (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 metering rules 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 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.

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#### **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 contract 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; and
  - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

## 16 Wrongful and illegal use of electricity

### 16.1 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:

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- (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'):

## 20 TERMS AND CONDITIONS

- (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) This contract may only be amended in accordance with the procedures set out in the electricity laws.
- (b) We must 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 contract** 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;

**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 connects your premises to the distribution system;

## 22 TERMS AND CONDITIONS

**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 transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

**electricity laws** means national and Northern Territory 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;

**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 customer established under section 91 of the Electricity Reform Act. This contract is a standard retail contract.

## **Appendix A:** **Reliabil Terms and Conditions**

**Reliabil is a service assisting Jacana Energy customers to bring predictability into their billing by offering to divide their annual electricity costs into twelve equal instalments.**

### **Eligibility**

1. To be eligible for a Reliabil plan, you need to meet these criteria:
  - (a) Have a Jacana Energy Customer Contract on a quarterly billing cycle;
  - (b) Have agreed to receive your bills and correspondence from Jacana Energy by email;
  - (c) Have a direct debit agreement with Jacana Energy; and
  - (d) Not be a customer with:
    - a pension registered concession;
    - an active payment plan or hardship plan; or
    - a debt over \$300.

### **Features**

2. Under a Reliabil plan, Jacana Energy estimates twelve equal instalment amounts using a number of variables such as your annual consumption and other factors to provide an amount that we estimate should cover the cost of your annual bill.
3. Jacana Energy will review your Reliabil plan every 6 months to assess whether your instalments are appropriate to cover your actual electricity consumption use.
4. Jacana Energy will review your Reliabil plan every six months based on the previous 12 months usage. If the difference between your instalments and your actual electricity use is greater than 10%, your 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 consumption compares to your Reliabil bill instalments.
6. For the months in between you will receive a Reliabil Statement showing your current 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 Reliabil, you agree to:
  - (a) Receive your monthly statements, quarterly bills statements and any communications from Jacana Energy by email for the duration of your Reliabil plan.
  - (b) Pay for your monthly Reliabil plan by direct debit.
  - (c) Provide a current and valid email address capable of receiving electronic attachments from Jacana Energy.
  - (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. If you choose to do this, you will move to a standard quarterly billing cycle.
10. If your Jacana Energy Customer Contract ends, this Reliabil plan will also end.
11. If you move house but remain a Jacana Energy customer at your new home, you can start a new Reliabil plan.

### **We may end this Reliabil plan if:**

12. You stop being a customer of Jacana Energy.
13. You provide incorrect or false information to us.
14. You move to a plan or meter type that has monthly billing.
15. You fail to make a monthly payment by the payment date in your payment schedule.
16. You cancel your direct debit arrangement.
17. You become a pension concession holder.
18. You enter into a payment plan or hardship plan.

### **What happens at the end of your 12 month Reliabil term?**

19. At the end of your 12 month term, unless you or we terminate this plan, the plan will roll-over for a further 12 months with the equal installment amounts calculated consistent with clause 2.

### **What happens when this Reliabil plan ends?**

20. Once your Reliabil plan ends, we will continue to supply you with electricity under our Customer Contract however you will no longer receive the features of the Reliabil plan.
21. If your Reliabil plan ends for any reason, any amount that you have already paid will be left on your account as a credit toward future bills. Alternatively, you may also 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 or changes to Reliabil plan:**

22. Jacana Energy reserves the right to, at any time, withdraw or change Reliabil plan with 14 days prior notice.

## **Appendix B:** **Solar buyback rates**

### **Solar Photovoltaic (PV) systems**

**Solar PV systems can offset much of your household's electricity needs, depending on the size of your system and the needs of your household.**

Solar panels can help you save on your electricity bills as you pay for electricity you draw from the grid when you need it.

The electricity generated by your solar panels is used for your household's needs first and any additional power not consumed within the home is sent back to the grid.

You are paid a credit for the electricity you export to the grid which you can view on your bill as a 'buy back'.

Any electricity you draw from the grid to meet your needs, for example when your solar panels are not generating electricity at night or on cloudy days, is charged back to your account.

### **Solar buyback rates**

If you have a Solar PV system installed at your premises, and

- (a) We are satisfied that you meet the eligibility criteria; and
- (b) You agree to the terms and conditions of our Power Purchase Agreement

We will pay you the Solar Buyback Rates published on our website for any electricity your solar photovoltaic system generates and exports to the distribution system. The amount of the Solar Buyback Rates will appear as a credit on your bill.

## Eligibility criteria

To be eligible to receive Solar Buyback Rates, you must demonstrate to us that you satisfy all of the following eligibility requirements:

- (c) You have a PWC Connection Agreement with PWC for the Premises;
- (d) The PV Unit must be installed at the Premises;
- (e) The PV Unit must be connected to the PWC Network under a PWC Connection Agreement;
- (f) The PV Unit must comply with the Electricity Law;
- (g) All PV Units installed at the Premises, must not be equal to or greater than 30 kVA;
- (h) You must not consume equal to or more than 750,000 kWh per annum;
- (i) You must have a Jacana Energy Customer Contract for the Premises;
- (j) If you occupy, but do not own the Premises, you must satisfy us that you have consent of the owner of the Premises to enter into the Power Purchase Agreement and supply Export Electricity to us; and
- (k) You must provide to us proof that satisfies all of the eligibility requirements and any other information or documents reasonably requested by us.

## Power Purchase terms and conditions

A copy of our Power Purchase terms and conditions is on our website [jacanaenergy.com.au/solar](http://jacanaenergy.com.au/solar)



**For more information go to**

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**CALL** 1800 JACANA (1800 522 262)

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

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