



Victoria Government Gazette

No. S 390 Monday 29 December 2008
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Electricity Industry Act 2000
JACKGREEN INTERNATIONAL PTY LTD
ABN 14 097 708 104

Standing Offer Terms and Conditions for the Sale of Electricity in Victoria
Effective 29 January 2009

These terms and conditions were approved by the Essential Services Commission on 24 December 2008 and will be effective from 29 January 2009.

1. Introduction

Jackgreen (International) Pty Ltd ABN 14 097 708 104 of Level 5, 52 William Street, East Sydney, NSW 2011, 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.

Ph. 1300 46 5225

1.2 Definitions

In these terms and conditions:

'**Agreement**' means the deemed retail electricity agreement under the **Electricity Industry Act 2000**, constituted by these terms and conditions.

'**Bank Bill Rate**' means the rate set by the Independent Market Operator based on an industry standard market indicator, details of which must be published by the Independent Market Operator.

'**Business Day**' means a day which is not a Saturday, Sunday or public holiday in Victoria.

'**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.

'**Energy Retail Code**' means the code of the name published by the Essential Services Commission.

'**EWOV**' means the Energy Water Ombudsman Victoria.

'**Laws**' means the **Electricity Industry Act 2000**, Energy Retail Code and the Code of Conduct for Marketing Retail Energy in Victoria as amended, or replaced, from time to time.

SPECIAL

‘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 following Business Day.

‘Service Provider’ means the electricity distributor in your distribution area.

‘Supply Address’ means the site where you accept electricity under these terms and conditions.

‘Tariffs’ means the tariffs published by us in the Government Gazette from time to time.

2. Your Agreement with Us

2.1 These terms and conditions set out the basis upon which:

- we will sell electricity to you at your Supply Address; and
- you will purchase electricity from us.

2.2 To the extent that any matter in the Energy Retail Code is not specifically covered, it is incorporated into this Agreement.

2.3 If this Agreement is inconsistent with any provisions of the Energy Retail Code, the provisions of the Energy Retail Code will apply to the extent of the inconsistency.

3. Commencement

3.1 This Agreement will commence on the day that you move into a Supply Address to which Jackgreen is already supplying electricity and begin using electricity.

4. Vacating your supply address

4.1 Subject to clause 4.3, you must give us at least 28 days written notice if you intend to vacate your Supply Address (including the proposed vacation date and a forwarding address to which a final bill may be sent). If you fail to give us this notice, you must notify us that you intend to vacate your Supply Address, or that you have vacated your Supply Address, before you vacate or as soon as possible after you have vacated that Supply Address (including the vacation date and a forwarding address to which a final bill may be sent).

4.2 Subject to clause 4.3, you must pay us for all Energy consumed at your Supply Address until the later of:

- 3 business days after the date on which you give us notice under clause 4.1 or
- the date on which you vacate that supply address.

4.3 Your energy contract will terminate earlier than the date provided for in clause 4.2 in the following circumstances:

- if you show us that you were evicted or otherwise forced to vacate your Supply Address, your energy contract will be terminated on the date you give us the notice referred to in clause 4.1;
- if we enter into a contract with another customer for the sale and supply of energy for that supply address, your energy contract will terminate when the obligation to pay for energy sold under that new contract commences;
- if another retailer becomes responsible for your supply address, your energy contract will terminate when the new retailer assumes that responsibility; and
- if your Supply Address is disconnected after you have vacated, your Energy contract will terminate on disconnection.

5. Supply of Electricity

- 5.1 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.
- 5.2 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; and
 - not use the electricity supply in a way that may cause harm to third parties or be in breach of the law.

6. Billing & Payments

- 6.1 Your electricity consumption will be charged at the applicable Tariffs. The Tariffs cannot be varied for less than six months for the standing offer contract. If we vary the Tariffs we will provide you with details of the changes on your next bill and publish the new Tariffs in the Victoria Government Gazette. The new Tariffs will take effect one month after they are gazetted.
- 6.2 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.
- 6.3 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. In any event, Jackgreen will use its best endeavours to ensure the customer's meter is read at least once in any 12 months.
- 6.4 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 7.1 below. The Law sets out various matters that must be included in an energy bill and this will all be incorporated in your 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.
- 6.5 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.

- 6.6 You can ask us to review your bill, and we will do so in accordance with the Law. If you are overcharged, we will issue you a refund in accordance with the Laws.
- 6.7 We may give information about you to a credit reporting agency 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 driver's licence number;
 - payments which are overdue by more than 60 days, and for which debt collection has started;
 - advice that your payments are no longer overdue in respect of any default that has been listed; and
 - 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).
7. **Possible additional payments**
- 7.1 Without limiting clause 7.2, you may be required to pay the following additional payments:
- all costs incurred by us in selling electricity to you at your Supply Address (other than the wholesale cost of electricity) which we are permitted to pass through to you;
 - **Dishonour fee.** We are entitled to recover any costs associated with a dishonoured payment.
 - **Debt collection fee.** If we refer you to a mercantile agent or a debt collection agency we may charge you a debt collection fee.
 - **Interest on overdue payments.** We will only charge you interest if permitted by law. Any interest charged will accrue daily until the overdue payment is paid in full and will be charged at the lower of the bank bill rate or any maximum rate prescribed by law.
 - **Disconnection Payments.** These payments will apply if Jackgreen disconnects the sale of electricity to your Supply Address.
- 7.2 From time to time government or other industry participants may impose on us new or increased charges or taxes relating to the sale of electricity to you. If permitted by the Laws, we will pass the liability for these charges or taxes on to you.
8. **Security**
- 8.1 In circumstances where the Laws permit, we may require you to pay us a security deposit.
- 8.2 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 sale of electricity or connection services arranged by us.
- 8.3 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 due dates for payment of each bill, or ceasing to take supply at the Supply Address. 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.

8.4 Interest is payable by us on 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 this Agreement, we will return to you the balance (if any) of the security deposit and accrued interest remaining after all payments in respect of the sale of electricity or connection services have been received.

9. Payment Difficulty

If you have difficulty in paying for electricity you must contact us or phone Jackgreen on 1300 465 225 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.

Customers can enter the Jackgreen hardship program by identifying themselves as being in hardship, be identified by a financial counsellor to Jackgreen or be identified by Jackgreen. The terms of the Jackgreen hardship program are contained within the Jackgreen Hardship Policy. For a copy of this policy please refer to the Jackgreen website www.jackgreen.com.au or call 1300 465 225 to request a copy.

10. When Disconnection of Supply May Occur

We may discontinue the supply of electricity to your Supply Address if you 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).

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 us offering one to you.

Any disconnection warning issued by us will contain the information required by the Laws.

11. When Disconnection May Not Occur

We must not discontinue electricity supply to your premises (including by requesting a Service Provider to disconnect your Supply Address from its electricity distribution system) unless we have complied with the requirements of this Agreement and the Laws.

If you have requested that EWOV resolve a complaint 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 2.00 pm 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 16 then we are entitled to request that a network operator disconnect your premises from an electricity distribution system.

12. Process for Recommencement of your Energy Supply

Provided any breach of this Agreement 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, under the Laws, you are entitled to be reconnected then we must arrange for the recommencement of your electricity supply if you request it.

Provided that you are entitled to reconnection we must promptly notify the Service Provider of any request by you to reconnect your electricity supply.

Provided that you are entitled to reconnection then reconnection will take place:

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

The Service Provider's standard reconnection fee will apply if your request is made between 9 am and 3 pm on a Business Day. However if your request is made outside these hours an after-hours reconnection fee will be payable unless you allow us to reconnect your electricity supply the following Business Day.

If your Supply Address were disconnected due to an emergency then we will arrange for the reconnection of your Supply Address as soon as it is safe to do so and otherwise in accordance with the Laws.

13. Other Rights

Nothing in this Agreement affects any right or obligation of the Service Provider 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 Supply Address.

14. Changing Supply Address

If you are moving from your Supply Address you must notify us of your new contact 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 465 225.

15. Complaints and Disputes

15.1 If you have a complaint of any nature, we encourage you to call our Customer Service Centre on 1300 465 225.

15.2 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.

15.3 Having followed this process, if you are still not satisfied you may refer the matter to EWOV.

16. Confidentiality

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

17. Notices

- 17.1 Unless otherwise stated, notices given by us may be given by telephone, fax, email or post to the Supply Address. Any notice you are required to give us must be in writing and may be given by fax, email or post.
- 17.2 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.
- 17.3 If your contact details are going to change, you must notify us of your new contact details.

18. Energy Efficiency

If you request, we can provide you free information on appliance energy consumption and energy efficiency.

19. 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.

20. Assignment or Transfer of your Agreement

- 20.1 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.
- 20.2 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 provided that the assignment or transfer is to a person licensed to sell electricity to you at the Supply Address.

21. Governing Law

This Agreement will be subject to the Laws of the State of Victoria.

22. Liability

To the extent permitted by Law, you indemnify us for any loss or damage arising from your failure to comply with any of your obligations under this Agreement.

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