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# **GENERAL** TERMS AND CONDITIONS FOR SUPPLY

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### **GENERAL TERMS AND CONDITIONS FOR SUPPLY**

#### DEFINITIONS

'Domestic Customer' means a customer taking supply wholly or mainly for domestic purposes. 'Premises' means the supply address on your contract.

'Working day' means any day except Saturday, Sunday, Christmas Day, Boxing Day and any bank holiday.

'Smart Meter' is a meter that sends us readings automatically and therefore does not need to be read manually except for occasional safety checks.

'PAYG Meter' is a 'pay as you go' prepayment meter. Smart Meters may be configured to operate as PAYG Meters.

'We', 'us', 'our' means Jersey Electricity plc, PO Box 45, The Powerhouse, Queens Road, St Helier, Jersey. JE4 8NY.

'You', 'your' means the person identified in the application for supply as the customer.

# 1. PRICES, PAYMENT AND ESTIMATED METER READINGS

You agree to pay our charges based on the tariff which applies and prices set out in our current tariff leaflets. Where applicable, we will add Goods and Services Tax (GST) at the appropriate rate. We may alter our tariffs and other charges, or the way we charge for electricity. If we change our tariffs and you have a Smart Meter, we will take a reading on the date prices change. If you do not have a Smart Meter we will estimate the meter reading on the date our tariffs change and your bill will reflect a pro-rata calculation accordingly.

Leaflets are available from the Company's offices which set out our tariffs and details are also published on our website - www.jec.co.uk.

We will send you regular bills and/or statements, by post or email, and, unless you are supplied through a PAYG Meter, any amount owing is due immediately unless we agree otherwise. If you do not have a Smart Meter, we may send you bills based on estimated meter readings. We will accept your own meter reading if you do not wish to accept the bill based on an estimated reading. After three estimated/customer's own readings, our meter readers will need to gain access to the meter to take an up-to-date reading. If the meter fails in any way, you agree to pay for the amount of electricity that we reasonably estimate you have used.

If you fail to pay your bill or payments that are due to us on time, we may require you to take supply through a PAYG Meter.

If you have debt arrears which are being collected through a PAYG Meter, you must make the payments we have agreed by adding credit to your meter over and above that needed for your ongoing electricity use. If you fail to make the agreed payments to repay the debt, we may increase the weekly rate of payment, ask you to pay the total outstanding amount immediately or seek to recover the debt by other means, including legal action, which may result in further costs to you.

At your request, and provided you have paid all monies owed to us and complied with any additional terms and conditions we have reasonably imposed, we will convert your meter from pre-payment to credit mode. We may also require a security deposit or a guarantor before exchanging the meter.

### The following are our accepted payment methods:

- Fixed or Variable Direct Debit
- Online Banking
- Debit Card
- Cash
- Cheque

If you pay by Direct Debit and/or receive ebills, you will receive a discount off your quarterly bill. If your Direct Debit is cancelled for any reason, or you request that we stop delivering ebills to you, or they are for any other reason undeliverable, the relevant discount will cease. If you fail to comply with the Direct Debit agreement, any outstanding balance on your electricity account becomes payable immediately.

We may charge you to recover costs we incur collecting overdue payments from you. These include but are not limited to: costs of visiting your Premises, administration costs of debt collection, legal costs, costs of tracing you if you move owing us monies without giving us a forwarding address.

If we establish that you are not using your electricity supply in a manner consistent with the terms attached to the tariff applicable to your supply, we reserve the right to withdraw the tariff on which you are supplied and your supply will revert to our general single rate tariff. We also reserve the right to recover any shortfall attributable to such abuse by rendering a bill based on our general single rate tariff for the period which in our reasonable estimation such abuse has persisted.

#### 2. SECURITY DEPOSITS

We may, at any time, require you to pay us a deposit as security for the payment of all money that may become owed to us. If you do not pay it, we may refuse to supply you or we may cut off your supply until you pay the deposit and any costs relating to cutting off and reconnecting your supply.

We will not require a deposit from a Domestic Customer who pays consistently by Direct Debit or where supply is provided through a PAYG Meter.

#### 3. CUTTING OFF YOUR SUPPLY

We may cut off your supply if:

- after seven days' notice, charges are outstanding 28 days after delivery of the bill;
- you are unable to pay your debts or you commit a serious breach of either this

contract, or the Standard Connection Agreement;

- it is not reasonable in all the circumstances for us to be required to supply you; or
- we are required to do so by law or in case of an emergency;
- you fail to pay a deposit, as referred to in Section 2, above.
- you fail to maintain the supply in an environmentally safe and secure enclosure/ location.
- the service is being used in a manner other than it was supplied for.

You must pay our expenses incurred in cutting off and reconnecting your supply, including all visits to the Premises. We will not reconnect supply until you have paid all our charges and put right any breach of the contract to our reasonable satisfaction. You must pay for all visits made to cut off your supply, whether or not the supply is cut off.

We may fit a PAYG Meter instead of cutting off your supply. The meter may be set to recover any debt, as well as charges relating to electricity supplied.

#### 4. ACCESS TO YOUR PREMISES

You will allow us and our agents safe access to the Premises and the metering equipment at any time in case of emergency, and at all reasonable times for the purpose of exercising our rights and obligations under the contract and the Electricity (Jersey) Law 1937. In the case of rented accommodation, landlords must allow tenants access to their meters.

#### 5. METERING AND SUPPLY EQUIPMENT

It is a criminal offence to interfere with our sealed equipment and fuses. You must not install any apparatus between our fuses and your main switches and fuses. You will be responsible for the safe keeping and proper protection of all of our service cables and apparatus placed on land or Premises you own or occupy. If you notice any damage to your meter, or suspect that someone has interfered with it, you must tell us as soon as possible. Our meter technicians must have easy access to read, inspect, test or replace your meter. You must provide a safe, secure, weather-proof location for your meter or allow us to move it. We reserve the right to charge you to move your meter if its location is unsuitable.

Meter cupboards housing our apparatus form part of the Premises and are your responsibility.

#### 6. INTERRUPTION OF SUPPLY

We may interrupt your supply, for such periods as may be necessary, for the purpose of repairing, maintaining or altering our equipment, and will provide you with advance notice of any interruptions, wherever reasonably possible.

#### 7. IF YOU SELL THE PREMISES OR MOVE

Your contract will end if you have given us at least two working days' notice and, where required, provide unobstructed access to the services at a mutual agreeable appointment. Otherwise, it will end when someone else takes over the supply. You must pay for all electricity used up to the end of the contract.

Where required, in order to take a final reading, we will need unobstructed access to our services at a mutually agreeable time.

#### 8. GENERAL

Liability and Compensation: If we fail to comply with any term of this agreement, or are negligent, you may be entitled, under the Electricity (Jersey) Law 1937, to recover compensation from us for any loss you have suffered. However, we will not be required to compensate you for loss caused by anything beyond our reasonable control, or for any indirect, consequential, economic or financial loss (including losses of revenue, profit or opportunity, wasted expenses or loss of contract or goodwill). Nothing in this contract excludes or limits our liability for death or personal injury resulting from our negligence, or affects your statutory rights.

We may vary these terms and conditions at any time and they will come into effect one month after publication.

#### 9. DATA PROTECTION NOTICE

Please refer to our separate Privacy Notice.

If you do not wish to receive marketing information, please write to the Customer Care Department at the Company's offices, email: jec@jec.co.uk, or call 505460.

#### **10. STANDARD CONNECTION AGREEMENT**

By entering into an electricity supply contract you are also entering into a Standard Connection Agreement with us, the terms of which are set out overleaf.

## STANDARD CONNECTION AGREEMENT

This agreement relates to the connection of customers' Premises to Jersey Electricity's distribution network.

#### 1. DURATION OF THE CONNECTION AGREEMENT

This agreement starts from the time that your electricity supply contract takes effect and will continue until it ends under Clause 5 below.

#### 2. CONNECTION TO JERSEY ELECTRICITY'S DISTRIBUTION NETWORK

Your Premises will remain connected to our network in accordance with the provisions of the Electricity (Jersey) Law 1937, any other legal requirements that apply from time to time, and the terms of this agreement.

#### 3. NETWORK CONSTRAINTS

Our obligations under this agreement are subject to the maximum capacity and any other constraints advised at the time of connection.

You must contact us in writing if you propose to make any significant change to your connection or the electrical equipment you intend to operate from it, or do anything else that could affect our network or require alterations to your connection. This includes installations of standby or parallel operating generators (e.g. wind turbine, photovoltaic array, combined heat and power unit, etc.)

#### 4. DELIVERY OF ELECTRICITY

We do not guarantee that we will deliver electricity through our network at all times or that electricity delivered through our network will be free of brief variations in voltage or frequency.

Customers should protect their installations and appliances from full or partial supply interruptions and variations in voltage or frequency.

#### 5. ENDING THE CONNECTION AGREEMENT

This agreement will end in relation to the connection when one of the following occurs.

- You permanently stop having electricity delivered through that connection.
- You advise us that you no longer either own or occupy the Premises at which that connection is situated, in accordance with Clause 7 of the General Terms and Conditions for supply.
- Circumstances arise which legally entitle us to cut off your electricity supply for safety reasons and we write to you advising you that this agreement is ended.

#### 6. PROVIDING INFORMATION

You must provide us with any information requested from you in relation to the nature or use of electricity equipment on your Premises.

# 7. DECLARATION OF SUPPLY CHARACTERISTICS

The electricity delivered to your premises through the network will normally be at one of the voltages stated below and will have the frequency number of phases and margins of variation associated with it.

Low Voltage Supply Single phase 230V (AC) + 10% - 6% (frequency = 50Hz +/- 1%)

Three phase 400 / 230V (AC) + 10% - 6% (frequency = 50Hz +/- 1%)

High Voltage Supply For high voltage customers (11,000V) a separate Declaration of Supply Characteristics will be provided.

For more information, please call our Customer Care Team on 505460 or visit www.jec.co.uk



The Powerhouse, PO Box 45, Queens Road, St Helier, Jersey, JE4 8NY Tel: 505460 Fax: 505565 Email: jec@jec.co.uk

