



STANDARD TERMS & CONDITIONS

Revised January, 2022

**JAMAICA PUBLIC SERVICE COMPANY,
LIMITED KINGSTON, JAMAICA**

**STANDARD TERMS
& CONDITIONS
OF
ELECTRIC SERVICE
AND RATES**

Date Effective: 1st December 1950
First Revision: 1st October 1959
Second Revision: 1st February 1963
Date Reprinted: 1st July 1985 *Third*
Revision: 1st September 1993
Fourth Revision: 1st July 2008
Updated: January 7, 2022

- Sheet No. 202 - GENERAL
- Sheet No. 203 - APPLICATION FOR SERVICE
General
Changes in load condition and rates
- Sheet No. 204 - DEPOSITS
General
Minimum deposit
Refund of deposits
- Sheet No. 205 - PAYMENTS
Determination of bills
Definition of "month"
- Sheet No. 206 - APPLICATION OF RATES
Residential - definition of service
Commercial - definition of service
Power - definition of service
- Sheet No. 207 - CHARACTER OF SERVICE
Availability of single and 3- phase service
Limit in sizes of motors
Prior consultation with Company representatives
Transformers supplied by Consumers
- Sheet No. 208 - DISCONTINUANCE OF SERVICE
For non-payment of bills
Failure to make a deposit
Dangerous condition on premises
Fraudulent use
- Sheet No. 209 - RECONNECTION OF SERVICE
Compliance with Company conditions
Reconnection fee
Bills paid on premises
- Sheet No. 210 - POINT OF DELIVERY
Supply at secondary voltage
Supply at primary voltage
- Sheet No. 211 - COMPANY'S EQUIPMENT
Right to install on consumer's premises
Liability for damage
Access to equipment

- Sheet No. 212 - METERING AND RESALE
Rate for multiple meters
Energy not for resale
Submeters
Ownership and testing
Adjustment for stoppage and inaccuracy
- Sheet No. 213 - LIABILITY
General
In respect of consumer's equipment
Interruptions or limitations of service
- Sheet No. 214 - SERVICE CONNECTIONS
General
Underground
Length of service wires
- Sheet No. 215 - CONSUMER'S WIRING
General
Increase in load
- Sheet No. 216 - USE OF ENERGY BY CONSUMER
Lighting transformers
Suitability of motors and apparatus
Motor and Starter requirements
- Sheet No. 217 - FLUCTUATING AND LOW POWER FACTOR LOADS
Gaseous tube installations
Fluctuating loads
General
- Sheet No. 218 - TEMPORARY SERVICE
General
- Sheet No. 219 - TERM OF AGREEMENT
General
- Sheet No. 220 - UNUSUAL FACILITY REQUIREMENTS
Supplies of 100 Kva and over
- Sheet No. 221 - LINE EXTENSIONS
Guaranteed revenue
Non-refundable contributions
Short secondary extensions
- Sheet No. 222 - FUEL CLAUSE
Definition

GENERAL

The Company shall furnish service under its current Rates or any amendments thereto from time to time and these Terms and Conditions and subject also to the provisions of its Licences under the Electric Lighting Law and Regulations made under the said Licences or the Law.

These Terms and Conditions can be accessed on the Company's website at www.jpSCO.com or via the MyJPS Mobile App. Copies of the Terms and Conditions of Service can also be accessed at JPS Customer Service offices.

These Terms and Conditions may be modified by the special Terms and Conditions of individual rates, or of written contracts.

Unless and otherwise specifically provided in any rate applicable or in a contract between the consumer and the Company, the term of any agreement shall become operative on the day the consumer's installation is connected to the Company's service for the purpose of taking electricity energy and shall continue thereafter until cancelled by written notice by either party.

*Date Effective: 1st February, 1963
Date Reprinted: 1st July, 1985 Third
Revision: 1st September, 1993
Updated: 7th January, 2022*

APPLICATION FOR SERVICE

An application for service will be required from each consumer. Such application shall contain the information necessary to determine the type of service required by the consumer and the conditions under which the service will be rendered. The company does not guarantee that consumers will be served under the most favourable rate at all times, and will not be held responsible for notifying consumers of the most advantageous rate. No refund will be made representing the difference in charge under different rates applicable to the same class of service.

The consumer shall agree to notify the company of any material changes in his installation or load condition. Upon such notification, the Company will assist in determining if a change in rates is desirable. Not more than one change in rates will be made within any twelve month period.

Date Effective: 1st February, 1950

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

DEPOSITS

The company may require a deposit or suitable guarantee from any Consumer to assure prompt payment of bills as they mature, equivalent to \$6,000 for residential customers and a minimum of \$10,000 for commercial customers. All further upgrades as a result of disconnections should be equal to the last two months consumption value for residential customers and the last three months consumption value for commercial customers. First deposit charged to industrial customers is determined by the load data provided. All further upgrades should be equal to the last three months consumption value. The Company may at any time and from time to time require such deposit or guarantee to be increased to such amount and in such manner as the Company may determine.

Interest will be paid on customer deposits annually in November and December at the average rate of all Treasury Bills issued by the Bank of Jamaica less the OUR approved management fee. This fee is currently 3.6%.

The company shall have a reasonable time, but not less than 48 hours, in which to read and remove its meters, and to ascertain that the obligations of the consumer have been fully performed before being required to return a deposit.

Deposits may be refunded, at the option of the company, at any time before service is discontinued. Upon final discontinuance of the use of the service and full settlement of all bills by the consumer, any deposit, not previously refunded, will be returned to the consumer, or it may be applied to the payment of any unpaid accounts of the consumer and the balance (if any) returned to the consumer.

*Date Effective: 1st February, 1963
Date Reprinted: 1st July, 1985
Third Revision: 1st September, 1993
Fourth Revision: 1st July, 2008
Updated: 7th January, 2022*

PAYMENTS

Bills will be determined by the Company on a monthly basis and rendered to the consumer every month in accordance with the terms of the rate applied.

Each bill is due and payable at the office of the Company within 10 days of the date bill is rendered. Failure to receive a bill will not entitle the consumer to the remission of any charge for non-payment within the time specified. In the case of new connections or disconnections made by the Company during a billing period, consumers' bills for service may be pro-rated in accordance with current procedure.

The word "month" as used herein and in the rates is hereby defined to be the elapsed time of approximately thirty days.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

Updated: 1st July, 2008

APPLICATION OF RATES

The applicability of rates will be determined in accordance with the following, subject to the specific provisions of the individual rates:

(a) Residential

Rates applicable to residential consumers are limited in their applicability to the sole use of individual family living quarters and premises for normal residential and housekeeping requirements. These rates are also applicable to convents, churches, nursing homes, schools, hospitals and other institutions not operated for profit. Where a business is conducted in connection with the home and all electric service is taken through one meter, rates having residential applicability may be used for the entire service only as long as 75% or more of the consumption is for residential purposes. When the consumption electrical energy for such business use exceeds 25% of the total, the wiring must be so arranged (at the expense of the consumer) as to allow the measurement of the consumption on separate meters or all electrical energy will be billed under commercial schedules.

If the company (as it may under unusual circumstances) permits more than one family living quarters to be served through one meter, the minimum bill, the first billing block and kilowatt hours of the applicable residential rate shall be multiplied by the number of separate family quarters so served and the number of kilowatt hours in each succeeding block of the rate shall be increased in the same proportion. Where not over four rooms in a home are sublet to paying guests, it will be considered as a residential establishment. If this number is exceeded, it will be considered to be a commercial establishment.

(b) Commercial

Commercial consumers are considered to be stores, offices, restaurants, hotels, theatres, garages, similar business and merchandising establishments and apartment buildings (except individually metered apartment living quarters). Wherever rates are referred to as general rates they are intended to apply to such consumers as above outlined.

(c) Power

Power consumers are those engaged in the use of apparatus such as motors, battery charges, welding equipment, industrial heating appliances, X-ray machines and for all manufacturing and industrial purposes. Apparatus such as described herein may also be used under general rate schedules in accordance with the provisions of the individual schedule.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

CHARACTER OF SERVICE

Service will be furnished from existing distribution facilities adjacent to or more convenient for the premises to be connected. Service under the Residential Rate will be single phase. Service normally will be single phase and all individual motors under 5 H.P. shall be single phase. Installations of single phase motors should normally not aggregate more than 10 H.P. except by special arrangement with the company.

In case where no additional primary wires or transformers are necessary in order to enable the Company to furnish 3- phase service, the Company may allow 3-phase motor installations of less than 7 1/2 H.P. In cases where the company has no 3- phase service available, extensions will be made in accordance with the standard Terms and Conditions of the Company regarding line extensions as shown on Second Revised Sheet No.221 hereof or as amended from time to time.

Before wiring his premises or purchasing any electrical equipment, the consumer should consult with Company representatives to ascertain which type of service is or will be available at his location. The consumer should present a description of the load to be connected and the Company will furnish such information as voltage, frequency and phase characteristics, which are or will be available at the point of delivery.

In certain instances as a condition of providing service, the Company may require the consumer to furnish the necessary transformation from the Company's distribution voltage to that required by the consumer's equipment. In such cases the Company shall have the right to install its metering equipment either on the primary or the secondary side of the consumer owned transformer.

Whenever transformers are furnished by the consumer all expense incurred in installation and maintenance of such equipment shall be borne by the consumer.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

DISCONTINUANCE OF SERVICE

The Company may discontinue its service to the Consumer for any of the following reasons:-

- (a) For non-payment on due date of bills for electric service. In this case, if the consumer has a deposit with the Company as a guarantee of payment of bills, the amount of the deposit may be applied to the payment of bills for service then due and the remainder, if any, returned to the consumer. The application of such deposit to the payment of unpaid bills shall not affect the Company's legal right to collect unpaid balances by available legal methods.
- (b) For refusal or failure to make a deposit or increase a deposit, when requested, to assure payment of bills.
- (c) When the Company has reasonable evidence that the consumer has been previously disconnected for non-payment at his present or any other location and is receiving service for his own use under a different name in order to avoid past payments due to the Company.
- (d) Because of a dangerous condition on the consumer's premises in wiring or energy consuming devices.
- (e) Because of a fraudulent use of the service or tampering with the Company's equipment.
- (f) For any other violation of its Terms and Conditions which the consumer refuses or neglects to correct within 10 days of the date of a notice in writing from the Company specifying such violation and requiring its correction.
- (g) On the request of the consumer, subject to any exercise agreement between the consumer and the Company as to unexpired term of service.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

Updated: 1st July, 2008

RECONNECTION OF SERVICE

If service shall have been discontinued for any of the reasons set forth in these Terms and Conditions the following conditions shall be complied with before service is restored:-

- (a) Any violation of the rules and regulations must be corrected.
- (b) Satisfactory arrangements for the payment of all bills for service then due must be made and a satisfactory guarantee furnished regarding payment of all future bills.
- (c) Any dangerous conditions must be removed, and if the consumer had been warned of the condition a reasonable time before the discontinuance of service and failed to remove the dangerous condition, a reasonable fee for reconnection of service may be charged.
- (d) All bills for service due; including estimated amounts due to Company by reason of fraudulent use or tampering must be paid. A deposit to guarantee the payment of future bills shall be made.
- (e) A reconnection fee as set out in the Rate Schedule must be paid. This fee may be revised from time to time as approved by the OUR.
- (f) If reconnection of service is requested by the same consumer on the same premises within one year after discontinuance of service the same reconnection fee may be charged.
- (g) If the Company disconnects calls at a consumer's premises to disconnect service for non-payment of a bill, and before disconnection the consumer tenders a cheque representing the full amount of the bill, the disconnect, if authorized by the Company to do so, may accept payment instead of disconnecting service.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

Updated: 1st July, 2008

POINT OF DELIVERY

The point of delivery is defined as the point or place at which the Company delivers to the consumer the supply of electricity to be used by him as follows:

- (a) Supply furnished at secondary voltage will be delivered at the consumer's end of the incoming service wires at the point where such service wires are connected to the consumer's premises.
- (b) Supply furnished at primary voltage will be delivered at the high tension side of the main transformer bank, which is to be considered as the point of delivery.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

COMPANY'S EQUIPMENT

The Company shall have the right to install and maintain in convenient and suitable places on the premises of the consumer free of charge, all transformers, meters, wires and other equipment necessary for the satisfactory supply of electricity to the consumer. All transformers, meters, wires and other equipment furnished by the Company shall remain its property and the consumer shall be liable for all damages to or loss of the Company's property located on the consumer's premises, unless such damage or loss is caused by the negligence of the Company. The Company shall have the right of free access to the said premises and every part thereof at all reasonable times during the period of the contract and during the period that electricity is supplied and as long as any of the property of the Company remains on the said premises, for the purpose of installing, inspecting, repairing, replacing and removing all transformers, meters, wires, and other equipment of the Company, and of inspecting and examining any electrical wiring, appliances and equipment of the consumer connected thereto and for any other lawful purpose.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

METERING AND RESALE

If the Company owns and installs more than one metered supply, except for the convenience of the Company, on the consumer's premises, the rate for service furnished through each metered supply shall be determined as if such services were rendered to a separate consumer.

The electrical energy supplied to a consumer will be for the use of the consumer only and shall not be for resale either separately or through sub-metering to another or others without the written consent of the Company.

The Company may, under certain conditions and on the written request of the consumer, permit the installation of one or more sub-meters for information purposes and not for resale. In such cases the meters shall be supplied and installed by the consumer who will be solely responsible for reading and maintaining them.

The meter will be the property of the Company and will be tested at regular intervals. The Company at any time, upon the written or verbal request of a consumer, will test the meter of such consumer, provided only one such test shall be made free of charge within a twelve month period, and the consumer shall pay the cost of any additional tests within this period unless the meter is shown to be inaccurate in excess of 2%.

In the event of the stoppage or the failure of any meter to register, the consumer will be billed for such period on an estimated consumption based upon his use of electrical energy in a similar period of like use.

In the event of any registration inaccuracy in excess of 2%, the account shall be adjusted to allow for the payment by the customer of charges for the energy consumed based on the customers' use of electrical energy during a similar period of like use provided that in no case shall the account be adjusted for a period exceeding six months prior to the date of the adjustment. No part of a minimum charge will be refunded.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

Updated: 1st July, 2008

LIABILITY

The Company will use reasonable diligence in furnishing as constant a supply of electrical energy as practicable but in case such supply shall be interrupted or fail by reason of strike, fire, Act of God, the Public Enemy, accident, legal processes, interference by Government or Local Authority, breakdown or injury to machinery or lines of the Company's system or repairs, the Company shall not be liable for damages. The Company shall not be liable to the Consumer for any damage to his equipment or for any loss, injury or damage of any nature whatsoever resulting from the Consumer's use of the electrical energy furnished by the Company or from the connection of the Company's line or lines with the Consumer's wiring and appliances.

Whenever the company deems an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render the Company liable for any damages suffered thereby or excuse the Consumer from further fulfilment of the contract.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

SERVICE CONNECTIONS

The Company will, if notified, identify the service connection point, and the consumer's wiring must be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto and in such manner that all wiring furnished by the Company will be plainly visible. The inside wiring must extend at least twelve inches beyond the building for the Company to attach its wires thereto, and all connections between the service entrance and meter location must be in rigid conduit or cable approved by the Company.

Consumers desiring an underground service from the Company's overhead system are required to notify the Company accordingly, after which they may arrange for the work to be carried out at the Consumer's expense. In every case of underground service (including the length on the pole) installed by a Consumer the Company will make the connection to its secondary wires on the pole from which the underground service is being taken. In the case of such supplies the Company may require the Consumer to erect a pole at the incoming end of the underground service on his property on which the Company's metering equipment may be installed. The Company reserves the right to refuse connection to its system of any underground service, which does not meet the necessary requirements.

The cost of extending Service wires over 100 feet is chargeable to the Consumer.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

CONSUMER'S WIRING

All wiring and electrical equipment shall conform to the Rules and regulations made by the appropriate Minister under the provisions of the Electric Lighting Law, as well as any further requirements of the Company or the Chief Electrical Inspector. The Company may refuse to make connection or give service if it shall be advised that an electrical installation does not conform to such requirements or these Terms and Conditions. The consumer shall not materially increase his load without first notifying the Company and obtaining its consent.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

USE OF ENERGY BY CONSUMER

Sheet No. 216

(a) Three phase service supplied under a general service rate or power rate that includes incidental lighting will be given under the following conditions.

- (i) at 220 volts 3-phase with single phase at 110 or 220 volts.
- (ii) at 415 volts 3-phase with single phase at 240 volts.
- (iii) at 415 volts 3-phase with single phase at 110 volts in which case consumer will be required to furnish the necessary transformer from one or other of the available service voltages.

415/240 volt supplies will only be furnished to installations exceeding 50 Kw of demand or 75 H.P. of connected load where such supply is taken from an individual transformer or is available from an existing supply of similar characteristics.

Only customers already furnished with a supply at 440 volts 3-phase may be permitted to increase their power requirements at this voltage provided the additional equipment is being installed at the same location. Single phase loads must be substantially balanced over the 3-phases but a single phase load, provided it does not exceed 10% of the 3-phase load, may be taken from one phase.

- (b) The Consumer shall install only such motors or other apparatus or appliances as are suitable for operation with the character of the service supplied by the Company, and which shall not be detrimental to same, and the electrical energy must not be used in such a manner as to cause voltage fluctuations or disturbances in the Company's distribution system.
- (c) It is the responsibility of the consumer to provide the necessary equipment to protect all motors and other apparatus or appliances from damage resulting from low voltage, single phasing conditions, etc.
- (d) All apparatus used by the consumer shall be of such type as to secure the highest practicable commercial efficiency, power factor and the proper balancing of phases. Motors that are frequently started, or motors arranged for automatic control, must be of a type to give maximum starting torque with minimum current flow.

The Company's requirements regarding the starting of induction motors are as follows:

1. **MOTORS UP TO BUT NOT INCLUDING 10 H.P.**
The motors may be started directly on the lines without the use of a current limiting starter.
2. **MOTORS FROM 10 H.P. TO 15 H.P. INCLUSIVE**
If these motors are started without load it is permissible to start them directly on the lines without the use of current limiting starter. If required to start under load, a current limiting starter must be installed.
3. **MOTORS OVER 15 H.P.**
All motors in this category whether of squirrel cage or slip ring type must be equipped with current limiting starters of a type acceptable to the Company. In case of violation of this rule, service may be discontinued by the Company until such time as the consumer has conformed to the Company's terms and conditions as regards motors and starting equipment. Such suspension of service by the Company shall not constitute a cancellation of contract. Notwithstanding any of the above conditions, the Company reserves the right to review each individual case and insist if necessary on the correct type of motor and starting equipment being installed for any specific motor load.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

FLUCTUATING AND LOW POWER FACTOR LOADS

- (a) Gaseous tube installations shall be equipped if necessary with condensers of sufficient capacity to maintain at least 85% Power Factor.

Fluorescent lighting installation shall be of the Power Factor corrected type to maintain at least 85% Power Factor.

- (b) In the case of other apparatus or equipment taking a highly intermittent or fluctuating supply of energy and /or low Power Factor, the Company will require the consumer to furnish and install at his own expense the corrective equipment necessary to stabilize the intake and maintain at least 85% of Power Factor.
- (c) The Company reserves the right to refuse or discontinue service to installations that do not meet the above Power Factor and other requirements until the conditions have been rectified.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

TEMPORARY SERVICE

When the Company has unsold service available temporary service may be supplied under any rate applicable to the class of service required with an additional charge for all costs of connection and disconnection. The minimum charge set forth in the applicable rate selected shall be applicable to such temporary service, but in no case shall it be less than one full month's minimum in addition to the charges for connection and disconnection provided above.

Date Effective: 1st February, 1950

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

TERM OF AGREEMENT

Unless otherwise specifically provided in the rate applicable or in a contract between the consumer and the Company, all applications for service shall be deemed to be for the period of one year and continuously thereafter until written notice of termination by either party.

Date Effective: 1st February, 1950

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

UNUSUAL FACILITY REQUIREMENTS

The Company reserves the right with respect to applicants whose capacity requirements exceed 100 K.V.A., or whose establishments are remote from the Company's existing suitable facilities, or whose load characteristics otherwise require unusual investments by the Company in service facilities, to make arrangements for supply under special contract.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

LINE EXTENSIONS

On receipt of a request for a line extension in the area served by the Company, in order to provide an electricity supply along a public road or highway the Company may require all or some of the persons requesting the extension to guarantee that there shall be taken a supply of current for two years of such amount in the aggregate as will at the rates currently in effect for the class of service produce annually an amount not below 40% of the cost of providing the required main and of connecting it with the nearest available source of supply.

Alternatively, and notwithstanding the foregoing, if the applicant or applicants for a line extensions as above are agreeable, the Company may accept either:

- a non-refundable contribution in aid of construction which should be equivalent to 50% of the total estimated cost for the line extension or system upgrade (inclusive of the cost of labour and materials such as transformers, wire and poles, but excluding metering equipment and metering labour) less net retirement value of existing plant, provided the deduction is at least equivalent to the cost of a 100 meters; or
- a refundable deposit equal to the total estimated cost for the extension (inclusive of the cost of labour and materials such as transformers, wire and poles, but excluding metering equipment and metering labour) less net retirement value of existing plant. The refund shall be calculated using the total revenue earned from the energy, customer and demand charges generated by the customer(s) connected to the energized line extension, within three years of its completion up to the total value of the refundable deposit.

When the extension is required to supply premises within two pole spans totaling not more than 300 feet (or one pole span where the said first pole span exceeds 300 feet) along a public road or highway from the existing termination of any secondary distribution line of the Company, the above conditions will be waived.

Date Effective: 1st February, 1963

Date Reprinted: 1st July, 1985

Third Revision: 1st September, 1993

FUEL CLAUSE

Rates as indicated herein are subject to a Fuel Clause as specified in the Rate Schedules published by the Company annually in accordance with the All-Island Electric Licence 2001 and as approved by the OUR.

JPS POWERING WHAT MATTERS

VISIT US AT

www.jpSCO.com