



# Terms & Conditions

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These terms and conditions set out the conditions under which electricity will be supplied to you. These terms and conditions are applicable to all embedded network customers including all residential, small and large businesses under the Regulatory Requirements applicable to the state in which you are connecting your service.

**Please read this document carefully and let us know if you have any queries.**

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## Agency

Arc Energy Corporation Pty Ltd trading as Arc Energy Group ACN 614 276 827 is an agent of the owners corporation or shopping centre (as applicable) and is authorised to make an offer on behalf of the owners corporation or shopping centre (as applicable) to sell and supply electricity to you at your Supply Address.

In this offer document and in the terms that follows, “we”, “us” or “our” refers to Arc Energy Group, acting on behalf of the owners corporation or the shopping centre management in which you are a resident or your business is a tenant.

## 1. Who do these terms apply to?

These terms apply to you if you are:

- a) a small residential customer;
- b) a small to medium business customer; or
- c) a large business customer.

## 2. When does this agreement commence and end?

- 1) Commencement:
  - a) This Agreement commences on the date that you accept our offer to supply electricity to you.
  - b) The supply will commence when you have satisfied the requirements upon sign up, such as acceptable identification for billing purposes and/or the correct metering has been installed at your Supply Address.
  - c) If you do not have an embedded network meter, the Agreement will commence once the new meter has been installed at your Supply Address.
  
- 2) End:
  - a) This Agreement will end if you are moving out, selling or otherwise vacating your Supply Address and you have provided a forwarding address so that we are able to send you the final invoice.
  - b) You have notified us with sufficient time to ensure that a disconnection at your Supply Address can be organised.
  - c) If a Retailer of Last Resort (RoLR) event occurs and your electricity account is transferred to the prescribed energy retailer under the relevant scheme applicable for the state in which you reside.
  - d) You have selected to purchase electricity from a retailer within the national electricity market.

### 3. Fees and charges explained

- 1) You are liable for all of the charges invoiced to you for the sale of electricity at your Supply Address.
- 2) All rates and charges are GST exclusive. GST is added and is payable by you and only the prevailing GST rate will be charged.
- 3) You must pay any additional charges incurred for activities that occur at your Supply Address, such as meter point installation fees, the initial energisation fee, reconnection, disconnection, or special and final meter read fees.
- 4) If you are the first owner or occupant of a premise, you may be charged a meter point installation fee for the first time connection to the embedded network.
- 5) If you are a large business customer, you are also liable to pay for any additional fees based on the relevant network tariff code applicable to your business.
- 6) We do not charge contract termination fees when terminating this Agreement.

### 4. When do my energy rates change?

- 1) Rates change in the market at certain times of the year. We will adjust rates relevant to the changes in the market with written notice to you as soon as practicably possible including the date from which the change to the rates will be effective.
- 2) If the rates change during a billing cycle we will calculate your bill on a proportionate basis in accordance with the Regulatory Requirements.
- 3) For business customers, rates can change after your request for a review on available pricing for your business. These rates will be applicable from the date you have accepted the offer.
- 4) We may charge a fee or Pass-Through Cost for any service we provide in connection with the supply of electricity to you in an amount that is no greater than the fee that would have applied had you obtained the supply of electricity directly from the external distribution system and that service directly from the external distributor.

### 5. Understanding your billing

- 1) We will bill you on a bi-monthly basis once your account is correctly established and we are receiving your meter readings. Unless otherwise requested, all bills and other communications will be sent electronically to your nominated email address.
- 2) Information included on your bill will comply with the applicable Regulatory Requirements and include:
  - a) The amount you must pay for electricity supplied to your Supply Address;
  - b) The date payment is due;
  - c) Your payment options; and
  - d) Relevant contact details such as our enquiries and faults number

- 3) Your invoices are calculated by taking the meter readings provided to us and multiplying them by the rate that energy is charged at exclusive of GST.
- 4) Service charges are then added to your invoice exclusive of GST.
- 5) Additional fees, if applicable, are then added exclusive of GST.
- 6) A total amount, exclusive of GST is then tallied and a GST amount is added, giving the total payable amount.
- 7) Estimations can occur if the meter reader contractor has been unable to gain access to your meter or if the remote data is unavailable. We will always use best endeavours to limit the use of estimated readings and to ensure that your meter is read at least once in any 12 month period.
- 8) Estimated bills are payable and in the event there is a difference to your bill after an actual meter reading has been received you will be billed for the additional charges on your next bill or in the event you were overcharged you will be credited in accordance with the Regulatory Requirements.
- 9) We will not cancel and reissue bills once actual readings have been provided.

## **6. Paying your bill**

- 1) You must pay us the amount indicated on your bill by the due date shown, which is no less than 13 days from the date of issue. If you have direct debit on your account, the amount due will be deducted on the due date shown on your bill.
- 2) If you have attempted payment and for any reason that payment is dishonoured, you are liable for any charges incurred by us.
- 3) We will provide you with a range of payment options on your bill so you can select whichever option best suits your needs.
- 4) You must also pay us any payment processing or merchant service fees we incur because of the payment method you use.
- 5) If your bill is not paid on time, you will not be eligible for the 'pay on time' discount.
- 6) We will accept payment in advance on your electricity account, however, it will not earn interest and the credit remaining will not be refunded when your account is closed.

## **7. Direct debit for residential customers**

We request that upon opening an electricity account all residential customers provide direct debit details as their method of payment.

Below are the direct debit terms:

You authorise us to arrange for funds to be debited from your nominated bank account as prescribed through the bulk clearing system. You authorise us to verify the details of the account mentioned above with your financial institution to ensure they are valid. You agree that automatic payments will be deducted for the amount on the bill issued including any overdue amounts. You agree the funds will be debited on the date your bill becomes due. You agree that if you have cancelled the payment request through your bank, you need to notify us and arrange for an alternative payment method.

## 8. Reminders and payments difficulties

- 1) If you fail to make your payment by the due date, we will issue you with a reminder notice no less than 3 business days after your missed due date.
- 2) If we still receive no payment or an arrangement to pay, a disconnection imminent notice is issued no less than 12 days after your missed due date, stating clearly the date on which the term ends and when disconnection of your electricity supply will be scheduled to take place.
- 3) If you are experiencing payment difficulties, please contact us as soon as possible to discuss alternative payment options as you may be eligible under the Regulatory Requirements for a payment plan.
- 4) There are schemes available to help you should you require further assistance in making payments and we will advise of what these schemes are if you meet certain eligibility criteria.
- 5) Residential customers can be offered payment plans to help get their debt under control however we are not obligated to offer a payment plan if you have failed 2 payment plans in the past 12 months.

## 9. Electricity supply

- 1) The local electricity distribution service provider (Distributor) is responsible for the supply of electricity to the embedded network. The supply of electricity to the embedded network may be subject to variations in voltage and frequency and may contain voltage surges or dips, which may cause damage to your appliances and/or premises. Neither the distributor nor Arc Energy Group can guarantee the quality, frequency or security of the electricity supply.
- 2) The Distributor may disconnect, interrupt or reduce the supply of electricity to the premises. To the extent permitted by law, the customer releases Arc Energy Group from any liability for such disconnection, interruption or reduction in the supply of electricity or any variation in voltage and frequency of the supply.
- 3) Arc Energy Group will not be liable for any loss, damage or expense (including loss of profit, loss of revenue, loss of income or loss of commercial opportunity) you may suffer, arising out of or in relation to the sale or supply (or failure to supply) of electricity to you under the Agreement.

## 10. Liability

- 1) Arc Energy Group's liability to you is limited to the maximum extent permitted by the Competition and Consumer Act 2010.
- 2) In relation to the supply of electricity other than for personal, domestic or household use or consumption, Arc Energy Group's liability is limited to the resupply of the electricity or the cost of the supply of equivalent electricity by another entity.
- 3) In the case of supply of goods other than electricity or of the supply of services, other than personal, domestic or household use or consumption, Arc Energy Group's liability is limited to the resupply of the goods or services or the payment of the cost of having the goods or services resupplied.

## 11. Metering

- 1) You are responsible for ensuring that our meter reading contractor has clear, safe and unhindered access to your meter. We will use best endeavours to ensure that access is provided to us by the Owners Corporation or Shopping Centre Management, however, if we are unable to gain access due to changes made on at your premise, we cannot be held responsible.
- 2) We are responsible for the connection of your supply to the embedded network as well as the ongoing maintenance of your meter.
- 3) We are unable to guarantee the supply within the embedded network as the external distributor is responsible for the continuation of supply.
- 4) You acknowledge that any meter installed remains the property of us, and does not belong to you or the owners corporation, or shopping centre management.
- 5) If a new meter installation needs to take place in order for us to supply you with electricity, you accept that you may be charged the associated costs.

## 12. Undercharging and overcharging

### Undercharging:

If you have been undercharged, we may be able to recover these amounts from you in accordance with the applicable Regulatory Requirements. Please note, we:

- 1) Will not charge interest on the amount undercharged.
- 2) Will offer you an extended time to pay, matching the amount of time we have undercharged for. For example, if we have undercharged for 6 months, you may request 6 months in which to pay it off.
- 3) Will limit the recovery of the undercharged period to 9 months, unless the reason is yours and was due to an unlawful act or an omission.

### Overcharging:

- 1) If you have been overcharged by \$50 or less exclusive of GST, we will credit the amount to your next bill.
- 2) If you have been overcharged by \$50 or more exclusive of GST, we must inform you within 10 business days of becoming aware of the overcharge and if you request, we must refund the amount if you request.

## 13. Questions about your bill

If you disagree with your bill, you are entitled to a review of your bill to ensure everything is correct.

- 1) If you request, we will arrange for a check of your meter reading at no additional fee to you once a year. Each subsequent request will attract a fee.

- 2) If you feel that there may be a fault with your meter, you may request the meter to be tested, and will need to accept the fees associated with this should be the meter test within the legal parameters of operation.
- 3) Should the meter test return a fault, we will credit or not charge the fee and your meter will be replaced at no additional cost to you.
- 4) While we are conducting any activity to determine if the bill issued is correct, payment needs to be made and subsequent bills need to be payment as well.

## **14. Disconnection and reconnection**

- 1) We can arrange for disconnection if:
  - a) You do not pay your invoice by the due date;
  - b) You do not comply with the terms of a payment arrangement;
  - c) You fail to provide access to your meter for the purposes of reading it; or
  - d) You have committed an act of fraud or illegal activity at your premise.
- 2) We will not arrange disconnection at your premise during the following times:
  - a) On a business day before 8am or after 4pm;
  - b) On a Friday;
  - c) On the day before a public holiday, or on a weekend or a public holiday; or
  - d) On the days between 20 December and 31 December of each year.
- 3) We can arrange for disconnection outside of the times listed in item 2 above if:
  - a) It is required for safety reasons;
  - b) In the event of an emergency;
  - c) It is directed by a relevant authority
  - d) You have tampered with the meter; or
  - e) You request us to disconnect your supply.
- 4) Reconnection after disconnection will be arranged when:
  - a) You have corrected any issues that led to the disconnection; or
  - b) You request reconnection after payment has been made; and
  - c) You accept any reconnection charges incurred.



## 15. Queries, complaints and dispute resolution

- 1) Queries – We have a team of well trained customer service professionals ready to speak to you should have any queries in relation to your account. Call us on 1300 025 965 Monday to Friday 8.30am to 5.30pm AEST.
- 2) Complaints – If you feel that the customer service professional has not answered your query adequately, you may request to speak with a supervisor. We will endeavour to take your call immediately however, sometimes this option may not be available and we will then call you back. If you would like to escalate your concern, you may also request a call back from the Customer Service Manager.
- 3) Dispute Resolution – As we act as agent for exempt on-sellers of electricity, and not a retailer, we are exempt from the state ombudsman schemes.

## 16. Termination for insolvency event

- 1) An Insolvency Event includes the appointment of an administrator, liquidator, receiver or similar, an arrangement, official management, winding up, dissolution, cessation of business, assignment for the benefit of creditors, any scheme composition with creditors, or any other similar event including becoming insolvent within the meaning of the Corporation Act 2001.
- 2) If you are a business customer, Arc Energy Group may terminate your agreement by immediate notice if an Insolvency Event occurs in relation to you.
- 3) Where the Agreement is terminated under item 2 above, Arc Energy Group may, without prior notice, disconnect the Supply Address.

## 17. Force majeure

If an event or circumstance occurs that prevents Arc Energy Group from carrying out any of its obligations under the Agreement (a Force Majeure event), Arc Energy Group's obligations under the Agreement will be suspended to the extent to which they are affected by the Force Majeure event for so long as the Force Majeure event continues.

## 18. Privacy

We will comply with the relevant privacy legislation in relation to your personal information. Detailed information on our privacy policy is available on our website.

## 19. Marketing

From time to time we will let you know about our products and offers, even after this Agreement ends. If at any time you decide you do not want to receive these offers, please let us know. You can do so by e-mailing us at [info@arcenergygroup1.com.au](mailto:info@arcenergygroup1.com.au) or by writing to us at Arc Energy Group Customer Service, PO Box 303, Camberwell VIC 3124. We will keep providing you with these offers until you tell us otherwise.

## 20. General

- 1) The Agreement is governed by the laws of the state in which your Supply Address is located.
- 2) The Agreement overrides all prior negotiations, representations, proposals, understandings and agreements whether in writing or not, relating to the sale and supply of electricity to you at the Supply Address.
- 3) Neither you nor we may assign the Agreement to another person without the others prior consent.
- 4) If there is more than one of you, each of you is jointly and severally liable under the Agreement.
- 5) If any amendments to the Agreement are reasonably required due to a change in Energy Laws, then Arc Energy Group may make such amendments, which will take effect on the date the amendments and communicated to you.
- 6) Your Agreement is covered by the Australian Consumer Protection Law. These protections are separate and in addition to the protections you have under the National Energy Retail Law. For more information on what these additional protections are please contact the customer service team at Arc Energy Group.
- 7) If any part of the Agreement is unlawful, unenforceable or invalid, that part is to be treated as removed from the Agreement, but the rest of the Agreement is not affected.

## 21. Definitions

**Business Day** means a day other than a Saturday, Sunday or a gazetted public holiday in the state of your Supply Address as applicable;

**Agreement** means the agreement for the sale and supply of electricity we and you have entered into;

**Fees** means fees and other charges we may impose as detailed in the these terms;

**GST** means a goods and services or similar tax, and has the same meaning as set out in the New Tax System (Goods and Services Tax) Act 1999;

**Pass-Through Cost** means all costs that are incurred by us in relation to the sale and supply of electricity to you at your Supply Address other than the wholesale cost of the electricity sold to you and metering costs in the case of residential and small business customers, including the external distributor's network charges and other fees, regulated charges, costs in respect of environmental requirements, transmission and distribution losses and service charges;

**Rates** means the rates we impose for electricity we supply and sell to you at your Supply Address;

**Regulatory Requirement** means any law or regulatory or administrative instrument relating to the sale or supply of electricity in the state where your Supply Address is located;

**Supply Address** means the address detailed as such in the offer; and

**Supply Point** means any point at which our embedded network connects to the electricity installation at your Supply Address and includes the relevant meter.