



Terms & Conditions

Bulk Hot Water and Unmetered Services

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

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Introduction

Your energy plan consists of two components:

1 – standard retail contract; and

2 – the terms and conditions within this document that relate to the supply by Arc Energy Corporation Pty Ltd ABN 33 614 276 827 (Arc Energy) of Hot Water Services (heating and metering of water provided by a central water heating system) and where applicable, Unmetered Appliance (fixed charge for the provision of unmetered gas to the appliance) services which can include gas cook-top and/or comfort heating.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

1 - TERMS THAT APPLY FROM THE STANDARD RETAIL CONTRACT

The clauses that follow set out in the standard retail contract are incorporated herein and apply to the supply of hot water services and unmetered gas by us to you under this contract:

Note: The terms and conditions in this contract do not limit, vary or exclude the operation of terms and conditions of the standard retail contract.

- (a) When does this contract end? (Clause 4.2)
- (b) Vacating your premises (Clause 4.3)
- (c) Your general obligations (Clause 6)
- (d) Our liability (Clause 7)
- (e) Price for energy and other services (clause 8)
- (f) Billing (Clause 9)
- (g) Paying your bill (Clause 10)
- (h) Meters (Clause 11)
- (i) Undercharging and overcharging (Clause 12)
- (j) Security deposits (Clause 13)
- (k) Disconnection of supply (Clause 14)
- (l) Reconnection and disconnection (Clause 15)
- (m) Wrongful and illegal use energy (Clause 16)
- (n) Notice and bills (Clause 17)
- (o) Privacy Act notice (Clause 18)
- (p) Complaints and dispute resolution (Clause 19)
- (q) Force majeure (Clause 20)
- (r) Applicable law (Clause 21)
- (s) Retailer of last resort event (Clause 22)
- (t) General (Clause 23), and
- (u) Simplified explanation of terms.

2 – WHAT DOES THIS CONTRACT APPLY TO?

- (a) Arc Energy is not responsible for the provision, installation, maintenance, replacement or repair of the pipes or any other part of the bulk hot water or unmetered gas systems under this contract. This includes installation, maintenance or repair of your cooktop appliance, pipes or other works that facilitate the supply of gas to your premises.
- (b) Arc Energy will maintain and read the meter at your premises.
- (c) You agree
 - (i) That all meters and associated equipment remains the property of Arc Energy
 - (ii) Not to interfere or damage the metering equipment or any equipment owned by Arc Energy
 - (iii) That each person named on the account is liable under this agreement.

3 – WHAT IS THE TERM OF THIS CONTRACT

This contract commences on the date you open an account with Arc Energy for the supply of hot water and/or unmetered appliance services. The contract will end as set out in clauses 4.2 and 4.3 of the standard retail contract.

4 – SUPPLY OF SERVICES

Under this contract

- (a) Arc Energy agree to supply hot water and/or unmetered gas services to you at your premises
- (b) In return, you agree:
 - (i) To be responsible for charges for energy supplied to your premises until this contract ends under clause 3 of this contract. This applies even if you vacate the premises earlier
 - (ii) To pay the amounts billed to you by Arc Energy, and
 - (iii) To meet your obligations under this contract and energy laws

5 – PRICE FOR SERVICES

- (a) Hot water services
 - (i) Arc Energy tariffs and charges for supply of hot water and gas services to you under this contract are standing offer prices, as published on the Arc Energy Group website
 - (ii) The tariffs and charges payable under this contract are subject to variation and may be verified in accordance with the standard contract (clause 8)

6 – BILLING AND PAYMENT

- (a) Arc Energy will bill you for hot water services and/or unmetered gas and you must pay Arc Energy in accordance with the standard retail contract. Refer to clauses 8 through 15 and clause 17 of the standard retail contract.
- (b) Arc Energy billing is in accordance with the National Retail law and Rules

7- DEFINITIONS

7.1 Interpretation

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law, the Rules and the standard retail contract.
- (b) Where explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules take precedence.

7.2 Explanation of terms

Contract means this agreement between you and Arc Energy for the supply of the Hot Water Services.

Customer means a person who buys or wants to buy energy from a retailer.

Bulk Hot Water System means the system by which water is centrally heated by gas or electricity and delivered to multiple premises located within the premises, but does not include the meter.

"Hot Water Services" means the heating of water by the Bulk Hot Water System via the supply of gas or electricity.

Meter means the device which measures and records the consumption of gas and hot water used in the Bulk Hot Water System at the premises.

Unmetered gas service means a fixed charge for the provision of unmetered gas. This could be to a gas cooktop, other appliance or comfort heating appliance.

Standard retail contract means the standard retail contract between you and Arc Energy for the supply of electricity or gas.



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