



Terms and conditions for market retail contracts

[Nov 21 2021]

About this contract

These Market Terms, together with your Energy Plan (including the relevant Energy Fact Sheet, or Price and Product Information Statement for the energy plan you've chosen), any Extra Product Terms and any other document incorporated by express reference, forms the Contract for the sale of energy to you at your premises.

These Market Terms explain your rights and obligations under the Contract.

Your Energy Plan sets out the terms of our offer to sell you energy, including fees and charges and any applicable benefits.

Each Extra Product has its own terms and conditions. If Extra Product Terms need to be incorporated into the Contract, the Contract will be amended to:

- incorporate the Extra Product Terms when the Extra Product is added; and
- cease to incorporate the Extra Product Terms when the Extra Product is removed.

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. This Contract is to make sure we understand what is expected of each other.

To the extent of any inconsistency between this Contract and energy laws, energy laws will prevail.

Do these terms and conditions apply to you?

These terms and conditions apply to you if:

- you are a residential customer; or
- you are a business customer who uses less than 40MWh of electricity per year; and
- you request us to sell energy to you at your premises; and
- you have accepted these terms and conditions for us to supply energy to you.

About RACV Energy

Arcline by RACV has partnered with Energy Locals to offer customers fair and transparent electricity plan(s) to help local Australian communities access an Energy plan at wholesale rates.

The Parties

This Contract is between Energy Locals Pty Ltd who sells energy to you under the name RACV Energy (RACV Energy and also referred to as "we", "our" or "us"); and you, the customer to whom this contract applies (in this contract referred to as "you" or "your").

If more than one person is named as a customer on your account, each person named is individually responsible for meeting all the responsibilities under this contract.

For business customers, if you are a sole trader or acting on behalf of a trust, the contract with Arcline by RACV will be with you as an individual.

Matters you give your consent to

By entering this Contract you give your explicit informed consent to the following:

- You give your explicit informed consent that the payment due date will be 10 business days from the date we issue the bill;
- You give your explicit informed consent that you must pay your bill by Direct Debit, automatic credit card or debit card payment using a card registered with us, or via Centrepay;
- You give your explicit informed consent that invoices, reminder notices and any other correspondence will be sent to you electronically and delivered to your nominated email address provided to us, unless you request otherwise;
- You give your explicit informed consent to make payments on a monthly basis;
- You give your explicit informed consent that some of your bills may be based on estimated meter readings, if a smart meter is not installed at your premises;
- You give your explicit informed consent that if you have a basic meter, we will send you bills every three months and require fixed monthly payments of an amount to be agreed by us, and if you have a remotely-read meter we will send you bills each month;
- You give your explicit informed consent that if the distribution company in your area charges for special services such as a disconnection, reconnection or special meter read, that you will pay these charges to us;
- You give your explicit informed consent that we may undertake an individual credit check in relation to this contract;
- You give your explicit informed consent that if you fail to pay for the energy you use we will undertake collections and/or legal activity and that this may affect your credit rating;
- You give your explicit informed consent for us to provide your personal information (including full name and contact details) to the Partner for the purposes of receiving marketing material, offers and promotions from that Partner; and
- You give your explicit informed consent for us to provide your personal information (including full name and contact details) to third parties that we may contract with in order to deliver you energy and the services under this contract.

Term of this contract

This contract starts when you accept our offer.

We will start supplying you energy under this contract when all of the following conditions are satisfied:

- 10 business days after the day you receive the required information about your contract (your welcome pack);

- once you satisfy any pre-conditions including those set out in the Rules and the *Electricity Industry Act 2000* (Victoria). This includes giving us acceptable identification and payment details; and
- when we become the financially responsible retailer for your premises.

You authorise us to manage the transfer process from your current energy retailer to RACV Energy.

Depending on your previous retailer and the market transfer process, it can sometimes take up to 3 months for us to become the energy retailer for your premises.

Cooling off period

You can cancel this Contract during the 10 business day cooling off period (even though you agreed or accepted it).

The cooling off period starts on the day we send you your welcome pack. To cancel during the cooling off period, you need to notify us of your intention to cancel by telephone or in writing. We will keep a record of any cancellation during the cooling off period.

The effect of this will be that we do not request transfer of your energy supply from your previous retailer.

How this contract can be cancelled

We don't charge exit fees so you are able to leave whenever you want. To cancel this contract please call us on 1300 884 849 or email us at support@energy.arcline.com.au. You must pay all amounts owing.

If you cancel after the cooling off period, you will remain responsible for payment to us of energy charges for so long as we remain financially responsible for the supply of energy to your premises unless another retailer takes over supply or another customer takes over responsibility for energy charges at the same premises.

If you're cancelling because you're moving out of your premises, you need to provide at least 3 business days' notice. You must also provide us with safe and unhindered access to your energy meter and a forwarding address so we can make sure your final bill reaches you.

If you keep Arcline by RACV as your retailer at your new address, your tariff may change and we may need to charge you a disconnection and connection fee as required by your local distributor. We will not charge you an exit fee.

This contract may also be cancelled if:

- Your premises is not transferred to us within 3 months of you agreeing to this contract;
- You do not provide your payment details to us;
- Another retailer becomes the energy retailer for your premises;
- You enter into a new contract with us that replaces this one;
- Another person enters into a new contract with us for your premises;
- You move out of your premises and have paid our final bill;
- Your premises have been disconnected for 10 business days and you do not have a right to be reconnected;
- You do not pay your bills on time and we notify you that this contract will end;
- We give you at least 20 business days' notice that your contract is being cancelled by us; or
- The meter at your premises becomes classified as 'large', meaning it is no longer eligible for one of the residential and small business tariffs we offer.

Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

Your general obligations

You must give us any information we reasonably require for the purposes of this contract, and that information must be accurate.

You must tell us promptly if the information you have provided to us changes. This includes your billing address, email address and phone number.

If a person living at your premises requires life support equipment, you must register the premises with us. To register you will need to provide written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises. Where you have provided us with written confirmation from a registered medical practitioner, we will comply with our life support obligations under the energy laws. You must also tell us if life support equipment is no longer required at the premises.

Please note that if you have home energy storage installed at your property, this is designed for backup power, but may not be sufficient to power your home for the duration of any grid outage in your area and is dependent on your energy use.

Your tariff

The price you pay for your energy supply is as set out in the Energy Fact Sheet for your chosen product. In addition to the applicable prices, you may incur other fees. Most common fees are outlined in the Energy Fact Sheet. Certain fees are charged by your distributor for additional services, and these are detailed on our website: energy.arcline.com.au/fees

Our energy prices are determined by a range of factors, including government rebates, network fees and wholesale market costs. These factors are outside of our control, and we may need to change the amount you are charged for energy in response to any changes. By entering into this Contract, you agree that we may vary the amounts we charge you.

You will be notified of price changes in writing at least 5 business days before the tariff change comes into effect, or otherwise as required by the relevant energy laws and Energy Retail Code (Victoria). You will receive the notice via your preferred form of communication, or if you haven't indicated your preferred form of communication, then by the same method as you receive your bill.

The notice you receive must include:

- Your metering identifier;
- The nature of the price changes and the date they come into effect;
- Our estimate of the annual dollar impact of the change to you;
- Any early termination charges if they apply;
- A statement that you may use a price comparator to compare other available offers in your area;
- The name and website of the price comparator;
- A statement that you can request your historical billing data to help you compare offers;
- Any information that will assist you to use a price comparator; and
- A deemed best offer message.

All current prices are published on our website.

You may be eligible for a different tariff to the one you are on and you can contact us to make this change. If you are eligible we will make the change within 10 business days or from the date your meter is read or changed (as necessary).

A change in your circumstances or energy usage could mean that you are no longer eligible for the tariff you are on. In this situation, we may transfer you to a different market offer tariff or to our standing offer tariff. This will happen either from the date you tell us there is a change in your circumstances or retrospectively from the date the change occurred if you haven't told us about it.

If you breach the terms of this contract, we may move you to a standing offer tariff 10 business days after notifying you of our intention to do so and if you haven't resolved the issue(s) by the time the 10 business days have passed.

If your prices change mid-way through a billing period, we'll calculate your next bill on a proportional basis.

GST will be added to different components of bills as permitted by current legislation.

Bills

We'll send you a bill via email (or post, if requested) as soon as possible after the end of each billing cycle. In calculating your bill, we'll take into account:

- The energy you've used at the premises during the billing period. We'll use information from meter readings in accordance with the Rules and the Energy Retail Code;
- Fees and charges for any other services provided under this contract during the billing cycle;
- Charges payable for services provided by your local network distributor. This may include connection charges if you have requested a new or changed connection; and
- Any pre-payment, credit balance or outstanding balance on your account.

We may estimate the amount of energy you've used if your meter can't be read. This will also occur if we don't receive your meter data from a metering provider when it's due, or if we believe that the meter data we have been provided is inaccurate.

If we send a bill based on an estimate, this will be clearly stated on the relevant bill. We will also adjust your bill on a retrospective basis once we have actual meter data. If you don't have an interval meter, and you have been sent a bill for electricity based on an estimate, you can ask for an adjusted bill based on your own reading of your meter and providing us with your estimate before the due date for payment of the bill. We will only accept your reading of the meter if it is carried out in accordance with the procedures we provide.

If you don't have a 'smart' meter and your meter is due to be read only quarterly, we can negotiate a bill 'smoothing' plan with you. This will mean you pay the same amount each month, and the amount will be based on your average expected monthly spend.

For more information, visit energy.arcline.com.au/payment-smoothpay

We will reconcile your payments with your usage when we receive meter data, which is likely to be either monthly or quarterly depending on the type of meter you have. When we do this, you will be notified if there's an outstanding balance on your account. If there is, we'll ask you to make a one-off payment so that your account is up to date.

Under bill smoothing plans, monthly instalments are due at the start of each month of energy usage. If payment is not made by the due date, we may charge your energy usage at our standard contract rates. We do not pay interest on payments made in advance of usage.

Paying your bill

You must pay the total amount owing on each bill, including GST, by the due date specified on the bill. Under this contract you give us your explicit informed consent that the due date will be 10 business days from the date we issue the bill.

You must also pay, by the due date, any additional charges under the terms of this contract as detailed on your bill.

Under this contract you give us your explicit informed consent that we will process payment in full for your bill or monthly instalment on the due date. If you're on a smooth pay arrangement and there is an outstanding amount at the quarterly true up (meaning the difference between the amount you have already paid and the amount payable with reference to your usage) then this outstanding amount will be deducted to bring your energy account up to date, using your Direct Debit or Debit Card details that we securely hold.

We may charge a fee as outlined in the Energy Fact Sheet and as permitted by the Rules and the Energy Retail Code (Victoria) for payments made by any other means, including by credit card and debit card, and for late payment.

If you're a residential customer and have told us that you're having difficulty paying your bill, we will offer you the option of paying your bill under a payment plan. However, this option will not be available if you have had two instalment plans cancelled in the previous 12 months due to non-payment or if you have been convicted of an offence involving illegal use of energy in the previous 2 years.

You may also be eligible for assistance under our Hardship Policy, which can be found on our website: energy.arcline.com.au/hardship.

Additional Details of the assistance that may be available to you can be found under the *Electricity Industry Act 2000* and the Energy Retail Code or can be provided to you on request and free of charge.

Metering

Depending on your type of meter, we will use our best endeavours to read it either monthly or quarterly but at least once every 12 months, as a minimum. You must permit safe, convenient and unhindered access to your meter for meter reading, maintenance, and inspection.

If we receive meter data that shows we didn't charge you enough, we'll let you pay the undercharged amount in instalments over the same period of time that the meter was not read for (if less than 12 months). If for some reason the meter couldn't be read for more than 12 months, we'll spread the undercharged amount over the following 12 months, as long as there was clear access to the meter during the period in which it should have been read.

The maximum amount we can recover from you is limited to the amount that has been undercharged in the 4 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission. We will not charge you interest on the undercharged amount.

If new meter data shows that we overcharged you by less than \$50 and if you have already paid that overcharged amount, we will credit that amount to your next bill.

If the overcharge was \$50 or more, we will inform you via email within 10 business days and if you've already paid that amount, we'll credit it to your next bill. You can also ask us to refund it sooner.

If you ask for your meter to be checked, we may require you to pay the cost your distributor charges for that service. This amount will be refunded to you if the meter is found to be faulty or incorrect.

If you have a solar photovoltaic (PV) system installed at your property or if you get it installed while a customer of Arcline by RACV, it's important that you let us know. This is because we may need to change your meter or reconfigure your existing meter, network tariff or both in order for you to receive our solar feed in tariff for any energy you export to the grid. If you don't tell us it's possible that your local distribution company may provide estimated readings for your usage.

If you have a solar PV system installed and need a net meter installed (and this is prior to us transferring your energy supply) the solar system will need to be turned off to enable us to complete your transfer. Once this is completed, we will raise the request to install a solar net meter with our provider. Once the solar net meter is installed at the property, it is your responsibility to turn your solar PV system back on.

Security deposits

We may require you to pay a security deposit. The amount and circumstances of the deposit will be in accordance with the relevant energy laws and the Energy Retail Code (Victoria).

We will pay you interest on the security deposit at a rate and on terms required by the relevant energy laws and the Energy Retail Code (Victoria).

We may use your security deposit and any interest earned on it to reduce an amount you owe us if you have failed to pay a bill. We'll let you know if this happens.

If we no longer require the security deposit, it will be credited on your next bill along with any accrued interest.

Credit management

We may conduct an individual credit check using the personal details you provide us as part of this contract. Depending on the result of any credit check we may notify you that we are cancelling this market contract.

If you are experiencing payment difficulties we will provide assistance as outlined in our published Hardship Program. You can see our Hardship Program at energy.arcline.com.au/terms

If you don't pay your bill we will use credit management and debt collection procedures in accordance with the Rules and the Energy Retail Code (Victoria). We may also apply interest charges to any amounts overdue by at least 30 days if permitted by the Rules. Interest charges, if applicable, will be published at energy.arcline.com.au/fees.

We may also refer you to an external debt collection agency for collection of unpaid amounts owed under this contract. If necessary, we may undertake legal action in order to recover unpaid amounts. Additional fees may be charged by these external agencies and will be payable by you. It's possible that your credit rating may be affected if you don't pay your bill on time.

Disconnection

Disconnection of energy is a last resort. We may arrange for the disconnection of your energy supply in the following circumstances, in accordance with the relevant energy laws and the Energy Retail Code:

- You ask us to disconnect the supply or you move out of the premises;
- You fail to pay your bill by the due date;
- You have not kept to an agreed payment or instalment plan;
- You refuse to provide a security deposit where we are entitled to require one from you;
- You fail to allow access to your meter for three consecutive meter readings;
- Energy has been illegally or fraudulently used at the premises; or
- We are otherwise entitled or required to do so under the Rules or the Energy Retail Code or by law.

Prior to disconnection we will notify you in line with the Rules and the Energy Retail Code, and give you the opportunity to resume payment, except in specified circumstances, including for safety reasons. All disconnections and notifications will be carried out in accordance with the Rules and the Energy Retail Code.

We may charge you a disconnection fee as outlined in the fees schedule at energy.arcline.com.au/fees

Reconnection

We will ask your local distributor to reconnect your premises if, within 10 business days of your premises being disconnected, you:

- Rectify the matter that led to the disconnection; and
- Ask us to arrange reconnection; and
- Pay the reconnection charge we may ask you to pay.

We may terminate this contract within 10 business days following disconnection if you do not perform the actions outlined immediately above.

NOTE: If you are a residential or small business customer in Victoria that is eligible for a Utility Relief Grant and apply for such a grant and apply for such a grant within 10 days of disconnection, you are taken to have rectified the matter that led to disconnection.

Notices and bills

Under this contract you give us your explicit informed consent to receive bills, notices and other communications via email and/or via our website, unless you've requested paper correspondence. We will never send credit card or debit card details by email.

You must notify us via our website if your email address changes. A notice or bill sent under this contract is taken to have been received by you or us (as applicable) on the date of transmission if sent electronically or two business days after it is posted if sent via paper.

If you disagree with the calculations on your bill, you can ask that we review it in accordance with our Complaint and Dispute Handling Procedure. We will inform you of the outcome of the review as soon as reasonably possible. While the review takes place you still need to pay the portion of your bill that is not under review.

Force Majeure

A force majeure event is one that is outside the reasonable control of you or us, which would result in you or us being in breach of this contract. If a force majeure event occurs:

- The obligations of the affected party, other than an obligation to pay for energy supplied to your premises, are suspended to the extent to which they are affected by the force majeure event;
- The affected party must give the other party prompt notice of the event, an estimate of its likely duration and the obligations affected by it; and
- The affected party must use its best endeavours to remove, overcome or minimise the effects of the event as quickly as possible.

Privacy

We will collect and handle your personal and credit information to provide energy to you and in accordance with relevant Australian privacy laws and our privacy policy and credit reporting policy, available here: energy.arcline.com.au/privacy. As part of providing energy to you, we work with our Partner (Royal Automobile Club of Victoria (RACV) Limited (ABN 44 004 060 833) (RACV)). We will disclose some information to RACV and RACV will also collect your personal information for the purpose of helping us to provide energy to you and as set out in its privacy policy, available here: energy.arcline.com.au/privacy. During the sign-up process, you will see further notices which provide an overview of how we and RACV will collect, use and disclose your personal information. If you have any questions, you can contact our privacy officer at 1300 884 849.

From time to time, we, RACV and each of our related bodies corporate may let you know about other related offers, products and services, even after these terms end. You can read more about our and RACV's marketing in our respective privacy policies (linked above). If at any time you do not wish to continue receiving these communications, you can opt-out using the unsubscribe link in the message or you can contact us at 1300 884 849 or support@energy.arcline.com.au

By entering into this contract, you agree that we may exchange your personal information with other credit providers under the Privacy Act 1998 for the purpose of assessing an application by you for credit; notifying other credit providers of a default by you; exchanging information with other credit providers as to the status of this credit where you are in default with other credit profiles; or to assess your credit worthiness.

Complaints and Dispute Management

We strive to deliver good service. However, if you have any query, complaint or dispute (related to your bill or otherwise) please call us on 1300 884 849 or email us at support@energy.arcline.com.au.

We must handle any complaint you have in accordance with our Complaint and Dispute Handling Procedure, which can be found on our website, or provided to you on request.

If you make a complaint, we must inform you of the outcome of your complaint. If you are still unsatisfied with our response, you have the right to complain to the Energy and Water Ombudsman Victoria:

Reply Paid 469, Melbourne VIC 8060
1800 500 509
ewovinfo@ewov.com.au

Applicable law

The laws of the state of Victoria apply to this Agreement. You agree to submit to the non-exclusive jurisdiction of the courts in Victoria.

Exclusions

Subject to the Rules and the Energy Retail Code:

- Unless we have acted in bad faith or negligently, the National Electricity Law exclude our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy;
- We are not liable to you for any loss or damage unless it arises out of breach of contract or negligence;
- We are not liable and make no representation to you on the reliability, quality or safety of your energy supply (your local distributor is responsible for the physical supply) or any other goods or services provided to you under this contract;
- You are responsible for investigating the suitability of our products before accepting them;
- We are not responsible for any representations made by third parties or for fulfilling any obligations you have if you purchase any third-party products or services outside of this contract, and we are not liable for any resulting loss or damage; and
- You indemnify us against any loss or damage connected to or arising from the use of energy supplied to you, your breach of this contract or your negligence up to the amount we would otherwise have been able to recover under the relevant laws.

Changes to your contract

This contract may be amended in accordance with the procedures set out in the Energy Retail Code or the energy laws. We will publish any changes to this contract on our website.

Definitions

acceptable identification means one or more of the following for a residential or business (partnership) customer: a driver's licence, a current passport or a valid concession card issued by the Commonwealth.

For a business (company) customer: a valid Australian Company Number or Australian Business Number.

billing cycle or **billing period** the reoccurring period for which you receive a bill from us.

business customer a customer who purchases energy principally for business use.

business day a day other than a Saturday or a Sunday or that is not a designated Public Holiday in your State.

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

disconnection an action to prevent the flow of energy to the premises but does not include an interruption.

distributor or **distribution company** the entity responsible for the physical supply of energy and connection to your premises.

due date the due date for a bill issued by us.

energy means electricity.

energy fact sheet the information sheet that contains the specific criteria for your chosen Energy Plan. All energy fact sheets are available on our website.

Energy Plan the document that sets out the terms of our offer to sell you energy, including charges and benefits.

Extra Product a product or service we may offer from time to time, additional to the sale of energy under the Contract.

Extra Product Terms the terms and conditions that relate to our sale or supply of an Extra Product.

financially responsible retailer for premises means the retailer who is the financially responsible Market Participant responsible for the premises. This is the meaning given in the Energy Retail Code.

force majeure (event) an event outside the control of a party.

GST has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth)).

life support equipment means any of the following:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) a chronic positive airways pressure respirator;
- (e) crigler najjar syndrome phototherapy equipment;
- (f) a ventilator for life support;
- (g) in relation to a particular customer—any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support or otherwise where the customer provides a current medical certificate certifying that a person residing at the customer's premises has a medical condition which requires continued supply of energy.

meter data provider a meter data provider under the National Electricity Rules that is accredited by and registered with the Australian Energy Market Operator.

National Energy Retail Law the Law of that name that is applied by each participating state and territory.

Partner a person, organisation or business that promoted Arcline by RACV to you, as a result of which you provided Arcline by RACV with your Personal Information, and may include a club or association that you

are a member of, including Royal Automobile Club of Victoria (RACV) Limited (ABN 44 004 060 833).

public holiday means a public holiday appointed under the Public Holidays Act 1993 (Victoria).

regulated minimum feed-in tariff

in Victoria, a tariff amount specified by the Essential Service Commission under section 40FBA of the Electricity Industry Act.

Renewable energy customer

in most cases a customer who has a solar photovoltaic (PV) system that generates electricity and exports it into the grid. It may also mean, where relevant, customers who engage with wind generation, hydro generation, biomass energy generation.

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises.

retailer means a person that is authorised to sell energy to customers.

Rules and Energy laws mean the National Energy Retail Rules made under the National Energy Retail Law, State and Territory laws and rules relating to energy and the legal instruments made under those laws and Rules, including the Electricity Industry Act 2000 (Victoria) and Energy Retail Code (Victoria).

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules and the Energy Retail Code.

standing offer means tariffs and charges charged to you by Energy Locals or Arcline by RACV, as applicable, for or in connection with the sale and supply of energy. These are published on the Energy Locals or Arcline by RACV website, as applicable.

tariff means the relevant tariff published by us from time to time.