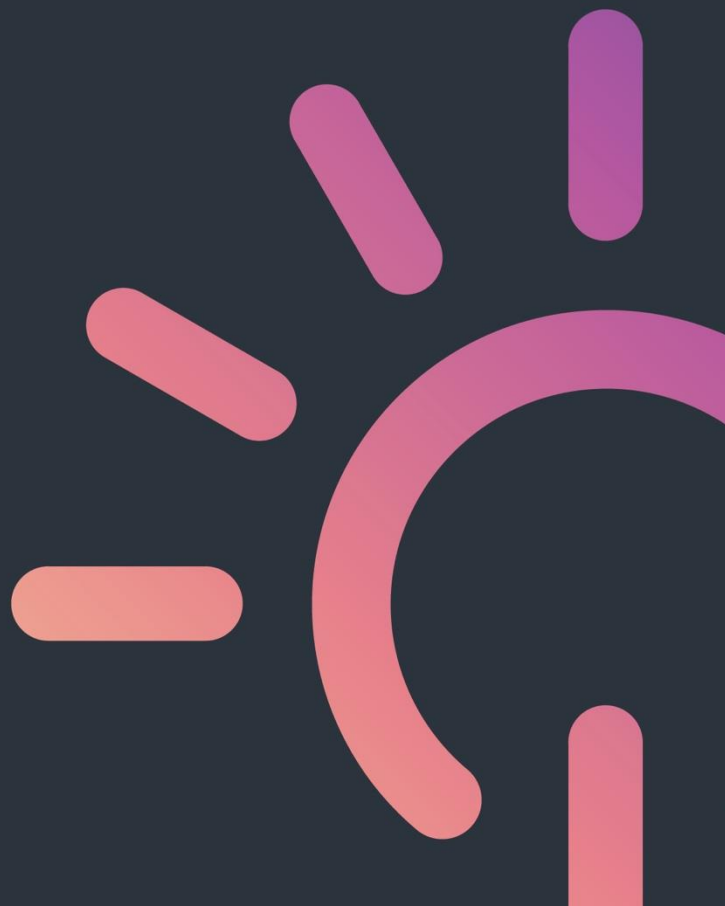


# Market Contract Terms

May 2023



# Market Contract Terms

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# 1. Introduction

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**Real life. Powered by Arcstream.**

Q CELLS provides a total solar energy solution and service via the 'Arcstream' brand through the sales of solar system hardware and the provision and management of an electricity plan.

Arcstream has partnered with Electricity in a Box, who is the authorised electricity retailer for the Arcstream subscription electricity plan.

# 2. Market Contract Terms and Conditions

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You have engaged Electricity In A box Pty Ltd., via the Arcstream brand, to provide you your Electricity.

## Terms and Conditions

These are the terms and conditions on which Arcstream will supply electricity to you. Electricity In A Box and Arcstream adhere to and will bill in accordance with all relevant legislative authorities including but not limited to:

- National Energy Retail Rules (NERR),
- Australian Energy Regulator (AER)
- Exempt Selling Guideline,
- Rental Tenancies Authority,
- Body Corporate Commissioners Office,
- Department of Energy & Water Supply (DEWS)

## Transfers

Arcstream requires your explicit informed consent, including your acknowledgement of the terms and conditions in order to establish your account and transfer you from your existing retailer.

## Tariff Rate and Charges

On receipt of your application form you will receive a Welcome Letter from us disclosing your tariff rate, service fee, utilities charges along with bill cycle (monthly, bi-monthly or quarterly) and general information.

## Move Out

You are responsible for payment of charges in respect of supply of utilities to the premises until you have given notice to Arcstream that you have vacated the premises or no longer require us to supply electricity to the premises.

## Applicable Conditions

If your service is located in an Embedded Network you may view the guidelines on the AER website, [aer.gov.au](http://aer.gov.au) and search for "AER Exempt Selling Guidelines" Site Conditions:

- R1 – Retail Commercial
- R2 – Retail Residential
- R5 – Retail Large User
- R3 – Retail Retirement
- R4 – Retail Caravan Park

## Concessions & Rebates

Card holders of a Health Care, Seniors, Veterans Affairs, Asylum Seekers Cards may be applicable to claim for the electricity rebate. Forms and information can be obtained from our website [electricityinabox.com.au/concessions](http://electricityinabox.com.au/concessions) and will be processed in accordance with the Department of Communities. Rebates are not processed until the requirements are met, all applicants are to ensure rebate forms have been received. We accept no responsibility for forms not received due to a third party or system error.

## Life Support

We require notification if you are a life support customer along with appropriate documents verifying Life Support from your medical practitioner.

You acknowledge that Electricity In A Box and Arcstream abides by the reminder, warning and disconnect notice process as per NERR and AER Exempt Guidelines and where accounts are not paid on time by the nominated due date we will implement the appropriate fees and charges.

## Payments

You must pay all charges in connection with the supply of utilities to your premises within 14 days of invoice. Your Invoice will be emailed to you and if requested also sent by post. If you are unable to pay your bill by the due date indicated on the bill you may be eligible for Payment Assistance

## Payment Assistance

Payment extensions and plans are available. Home Energy Emergency Assistance scheme is available to applicable occupants under the AER Exempt Selling Guidelines. Please contact us for any payment plans, extensions or queries.

If you are the occupant of the premises you may be required to pay a refundable security deposit.

## Security Deposits

Security deposits are set in accordance with National Energy Retail Rules (NERR) and Laws and in accordance with AER Exempt Selling Guidelines (applicable to Commercial customers only).

## Collections

In the event that debt collection proceeds, this will be in accordance with National Energy Retail Rules in respect of the supply of utilities to the premises, Electricity In A Box and Arcstream may do any or all of the following to ensure payment:

- commence proceedings against you for recovery of the outstanding charges and any interest, including its legal and other costs and expenses;
- disconnect the supply of utilities to the premises unless on life support equipment;
- charge a fee for disconnect and or reconnection of the supply of utilities to the premises;
- make changes to a security deposit as a condition of the supply of utilities to the premises and do anything that it is entitled to recover a debt.

Electricity In A Box and Arcstream may apply changes to fees, invoices, services or any other part of our business as per internal business or regulatory requirements/changes. We communicate any changes with you through our bill delivery mechanisms.

## Your Privacy

Electricity In A Box and Arcstream adheres to the Australian Privacy Principles under the Privacy Act 1988 when collecting, using, storing and disclosing information contained in this Application. Electricity In A Box and Arcstream may disclose information contained in this Application to a

credit reporting agency for the purpose of obtaining or creating credit information files pursuant to Part IIIA.

## Disputes & Complaints

Please contact our office for dispute resolution guidelines in accordance with legislative requirements such as Ombudsman Scheme, Rental Tenancy Act, Body Corporate Commissioners Acts and any other applicable legal body relating to your circumstance.

Arcstream's dispute resolution process can be found on our website.

## Schedule of Fees

All fees and charges are GST inclusive.

Fee	Amount
Daily Service Fee	Included in your subscription
Late Payment Fee	\$14.80 per notice
Disconnect (for non-payment)	\$77 per disconnection
Reconnect (for non-payment)	\$77 per reconnection
Dishonoured Payment Fee	\$22 per dishonour
Security Deposit	Applied only in accordance with Retail Acts/Laws and AER Guidelines

Fees and charges are correct as at 1 May 2023 and are subject to change.

## Credit and Debit Card Surcharges

We use a third-party payments provider (Ezidebit) to keep your payment details private. As part of the service they provide for us and you, they do not charge for the initial set-up of your details in their system or for direct debit bank transfers.

However, payments by credit or debit card will incur the following surcharges, which cover Ezidebit's cost of providing this service to us and to you:

- All Mastercard and VISA payments will incur a surcharge of 1.1% including GST.
- Once off payment through AMEX will incur a surcharge of 3.3% including GST

We recommend that our customers set up a direct debit from their bank account where they are able to, so that they can avoid these charges.<sup>1</sup>

If you have any further questions please call us or chat with us about the range of payment methods available.<sup>2</sup>

<sup>1</sup> Charges on your bank statement will be shown as coming from Electricityinabox® Pty Ltd, is your Electricity is provided by Electricity In A Box as a partner for Arcstream.

<sup>2</sup> Arcstream supports a range of payment methods including direct debit by credit card, direct debit from your bank account, payment by credit card online and over the phone, and Centrepay (Services Australia)

## 3. Contacts and Version Control

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### 3.1. Contact Information

If you have any questions about our terms and conditions, please contact us at the details below.

<b>Email:</b>	<a href="mailto:customer@arcstream.solutions">customer@arcstream.solutions</a>
<b>Phone:</b>	1800 170 150
<b>Address:</b>	15 Blue St, North Sydney NSW 2060

### 3.2. Version Control

<b>Version:</b>	ARCROMCTV2May2023
<b>Effective:</b>	May 2023