



Terms and Conditions

1. Except where otherwise stated, the customer consents to receiving all correspondence via electronic means.
2. The customer has completed all fields and acknowledges that an account will not be established without appropriate move in date and sufficient information.
3. The customer has added info@rmsenergy.com.au to their safe contacts to prevent emails being filed as junk.
4. The customer will notify RMS Energy when vacating or any additional changes to the account.
5. The customer agrees to receive SMS messages for notifications, payment reminders, etc.
6. The customer agrees to receive marketing communications in relation to my utility account.
7. The customer has read and agrees to the terms and conditions as set out in this Supply Agreement and the associated Terms and Conditions.

Overview

The Exempt Seller or ENO ("we/us") agrees to sell electricity, gas and/or other utilities to The Customer ("you") at your nominated premises and you agree to purchase electricity or other services from us based on the Supply Agreement to which this is attached and under the Terms and Conditions set out below.

The ENO as the on-supplier of electricity, gas and/or other utilities is not subject to all of the obligations of an authorised retailer, therefore as an exempt customer, you may not receive the same protections as it would if you were purchasing from someone other than your current on-supplier.

We reserve the right to change any terms or condition stated herein at any time in responses to changes in relevant rules, regulations and/or legislation.

Starting of the Supply Agreement

The Supply Agreement will start on the start date/commencement date stated in the attached Supply Agreement.

End of the Supply Agreement

This Agreement remains in effect until Terminated.

Security Deposit

You maybe be required to pay a security deposit for the supply of electricity. The amount of the security deposit will be determined by the ENO at its discretion or as advised by the AER Guidelines. If the security deposit is depleted, you must replenish it within 5 business days of notice. If the security deposit remains depleted service may be disconnected. We will return the balance of the security deposit fourteen days after the agreement is terminated and after all amounts owing to us have been paid.

Your utility charges

Your total cost of utilities includes charges for use of the utility and other charges such as any applicable Goods and Services Tax, Administration Fee, Meter Service Fee, Network Charges, any costs related to legislation, policy or regulations.

Any charges for other services, like disconnection or reconnection, meter installations, meter tests or other services will be passed through to you, and you agree to pay The ENO the whole of these amounts.

Schedule of additional fees

We may charge additional Fees directly to the Customer as required to recover additional costs in accordance with relevant legislation and guidelines. These charges may vary from time to time in response to changes in costs, or changes by retailer, distributor or regulator. All fees are excluding GST unless otherwise stated.

Metering

You agree not to interfere with the meter.

If an actual meter read cannot be obtained or there is a malfunction in your metering equipment then we may need to use estimated data based on historical consumption.

Billing

The ENO or its agent will send you a bill which shows your meter data. We will calculate the bill in accordance with this data but also include amounts for other services supplied under the contract during the billing cycle.

The bill may also include unbilled charges from previous cycles, adjustments in relation to charges that were or should have been billed in previous cycles or any other charges accrued to you at your premises, or any other address at which you purchased electricity from The ENO.

You have consented to and directed The ENO to email or mail your bills to you at your nominated email or postal address, and you agree to promptly notify us when that address changes.

The on-charge rate for electricity will be as determined by The ENO. The ENO reserves the right to alter this rate providing notice to all account holders.

Paying your bill

You must pay the ENO the total amount payable for each bill by the due date specified in that bill. There are multiple different methods of payment detailed on your invoice. These payment methods may change from time to time.

If we do not receive your prompt payment by the Due Date, we may send you reminder and late notice(s). You must also pay all costs incurred in recovering any amounts owed under this agreement.

If you are having trouble paying your bill, there may be some forms of assistance available. Please contact RMS Energy Management for further information.

Disconnection

Please be aware that failure to pay by the due date, or a depletion of the security deposit, can result in the supply of electricity being disconnected, and in such event a disconnection and reconnection fee would be payable.

If you are a small market customer, that requires life support equipment, we must not disconnect your premises if the premises is registered as having life support equipment, except in an emergency.

Termination by you

Your Supply Agreement with The ENO will be terminated if you vacate your premises; provide us with written notice that you are terminating the Supply Agreement or requesting disconnection; or enter into another Supply Agreement with us. If you vacate your premises without prior notice the agreement will terminate.

If you want us to disconnect your premises, we require 14 days' notice and a forwarding address for your final bill. If you do not give us the required notice, you will be responsible for any electricity consumed at your nominated premises until the earlier of us entering into a Supply Agreement with the next occupant, or 14 days after The ENO is notified of your vacation date.

Either party may terminate the Supply Agreement by giving 14 days' notice.

Termination by us

The ENO may terminate your Supply Agreement and disconnect your supply within the rules set out by any applicable regulation.

This may include where your account remains unpaid and we have arranged for the disconnection of the electricity supply to your premises, and any right you have to be reconnected has elapsed.

We may also terminate your Supply Agreement if we find the credit or usage information you supplied us is false.

Obligations

The electricity network provider, not The ENO, is responsible for delivering electricity to your premises and for the quality and continuity of that supply.

Your meter provider is responsible for your metering equipment although The ENO may arrange changes to this equipment on your behalf at your request, to be paid for by you.

Subject to obtaining your consent, which will not be unreasonably withheld, we may assign the whole or any part of our interest in this Supply Agreement to anyone.

Unless required by law, we give no condition, warranty or undertaking, and we make no representation to you about the suitability of any service provided under the ENO Supply Agreement, or its quality, fitness for purpose or safety, other than those set out herein.

Any such warranty implied by law that cannot be excluded but can be limited is at The ENO's option limited to providing equivalent goods or services to your premises; paying the cost of replacing the goods or services; or of acquiring equivalent goods and services. You are required to install appropriate electrical safety devices, such as surge protectors, to reasonably protect your electrical equipment from variations in supply quality.

So far as the law allows, we are not liable to you for any loss or consequential loss or damage you suffer, whether due to negligence or otherwise, because of the utilities we sell to you under this Supply Agreement.

We are not liable to you for any loss or damage you may suffer because of failure or defect in the electricity supply or some characteristic of the electricity supply that makes it unsuitable for some purpose.

To the extent permitted at common law (including equity) and so far as any applicable law allows, you indemnify us and hold us harmless against any liability arising from your breach of the Supply Agreement or your negligence in relation to your obligations under the Supply Agreement.

The ENO and Billing Administrator (RMS Energy Management) commits to keeping any information about you in your Supply Agreement and Terms and Conditions confidential. We will only disclose information that we have about you to the extent specifically required by law or for this agreement (including in connection with any query or claim).

Both you and The ENO must comply with all relevant requirements imposed by electricity law, regulation, code and standard industry practice.

General

If the customer consists of more than one person, the obligations of those persons are joint and several.

This contract is governed by the laws of Queensland.

Any provision of this contract which is unenforceable or partly unenforceable is, where possible, severed to the extent necessary to make this contract enforceable. If it is found that this contract does not provide for the provision of services on a fair and reasonable basis, the contract will not be void but will apply as if the services were provided on a fair and reasonable basis and any offending provisions will be modified accordingly.

Each party must do everything reasonably necessary or desirable to give full effect to this contract. If either party is unable to perform its obligations under this contract (other than an obligation to pay money) because of an event beyond its reasonable control, the obligation is suspended, but only to the extent that the event prevents performance.

This contract contains the entire agreement between us relating to the sale of electricity to the premises.

A right under this contract may only be waived in writing by the person giving the waiver.

A provision of this contract must not be construed against a party only because that party drafted it.

The following rules also apply in interpreting this contract, except where the context makes it clear that a rule is not intended to apply. A reference to:

1. Legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; A document or agreement, or a provision of a document or agreement, is to that

document, agreement or provision as amended, supplemented, replaced or novated; A party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party; A person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and Anything (including a right, obligation or concept) includes each part of it.

2. A singular includes the plural, and vice versa.
3. If a word is defined, another part of speech has a corresponding meaning.
4. If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

Bill Disputes

If you wish to dispute a bill, you must provide RMS Energy Management with a notice setting out why the amount of the bill is incorrect by the Due Date.

We will assess your claim as soon as reasonably practicable and advise you if we consider the original bill was incorrect. If we do not agree with you, the dispute resolution procedures apply.

If the dispute is not resolved by the Due Date, you must pay by the Due Date the greater of the undisputed amount and the average of the last three bills for your premises.

Once the dispute is resolved:

1. if we owe you a refund, we will credit your next bill; or
2. if you owe us an amount, you must pay it within 2 weeks from the date the dispute is resolved.

Dispute Resolution

The parties agree not to go to an alternative dispute resolution mechanism until a dispute has been dealt with under this section.

A party claiming a dispute must give notice to the other party setting out details of the dispute.

The dispute must be referred to senior representatives of the parties. The senior representatives must communicate within 2 weeks and negotiate to resolve the dispute.

If the senior representatives are unable to resolve the dispute, they must communicate again to agree on a mechanism and timetable to resolve the dispute (and record it in writing). The parties must comply with the terms of that document and a failure to do so is a breach of this Agreement.

If (for any reason), the dispute is not resolved; or the parties have not agreed on a mechanism and timetable for resolving the dispute, within 4 weeks of the date of the dispute notice, either party may commence court proceedings.

Energy and Water Ombudsman Queensland

In the event that your energy supply or billing is in dispute and remains unresolved, you can contact the Energy and Water Ombudsman Queensland. However, please be advised that at the time of writing, the Energy and Water Ombudsman of Queensland (EWOQ) doesn't have the ability to investigate disputes between small customers and on-suppliers of energy.

Loss of Electricity Supply/ Electricity Fault /Emergency

In the event of loss of electricity supply/fault or emergency, please contact:

Energex Energy - 13 62 62

<https://www.energex.com.au/home/power-outages/emergency-outages>

Your Property Manager or Electrician

RMS Energy Management - 07 5591 1341

Australian Essential Services Compliance - 1300 237 200

Government Electricity Rebate

The Queensland Government Electricity Rebate Scheme provides financial assistance to eligible electricity consumers to assist them in meeting their domestic electricity costs. Eligible electricity customers include pensioners, Seniors Card holders and certain Repatriation Health Card for all Conditions (Gold Card) holders.

Please obtain an Application form for The Queensland Government Electricity Rebate from our website www.rmsenergy.com.au and download the form direct or email RMS Energy Management at info@rmsenergy.com.au or call RMS on (07) 5591 1341

Communications

Unless specified otherwise, all correspondence will be sent electronically via email and/or text message. The customer may choose to receive the first copy of each utility bill by post. By doing so the customer agrees to pay any relevant costs, and accepts that delivery of post communications may be slow. RMS reserves the right to send all other communications via electronic means.