



RMS ENERGY
MANAGEMENT

Powered by Humenergy



Billing Agent Customer Terms and Conditions

Terms and Conditions

1 General

- 1.1 This Agreement is a utilities supply agreement between the utilities provider for your premises at your property (we, our, us) and the Customer (you, your, you're).
- 1.2 The utilities supply agreement includes the welcome letter, pricing information, and these terms and conditions.
- 1.3 If the utilities supply includes electricity then utilities provider for your property is also the Exempt Seller and the customer is also the Exempt Customer.
- 1.4 The Exempt Seller 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.
- 1.5 This Agreement is subject to the laws of the State of your Supply Address.
- 1.6 This Agreement is the entire agreement, and to the extent allowable by law, no reliance is made on any other prior communications relating this Agreement, whether written or oral.
- 1.7 If any part of this Agreement is void, that part shall be severed without affecting the enforceability of the remaining provisions of this Agreement.
- 1.8 Except where otherwise stated, the customer consents to receiving all correspondence via electronic means.
- 1.9 The customer will notify RMS Energy when vacating or any additional changes to the account.
- 1.10 The customer agrees to receive SMS messages for notifications, payment reminders, etc.
- 1.11 The customer agrees to receive marketing communications in relation to their utility account.
- 1.12 We give no condition, warranty or undertaking, and we make no representation to you about the suitability of any service provided, or its quality, fitness for purpose or safety, other than those set out herein.
- 1.13 We reserve the right to change any tariff, charges, fee, terms or condition stated herein at any time in responses to changes in relevant rules or regulations
- 1.14 We reserve the right to vary the terms, tariffs and charges that apply under this agreement, together with the associated plan information document, at any time, provided that we comply with applicable law.
- 1.15 We may assign the whole or any part of our interest in this agreement to another party.

2 When this Agreement Applies

- 2.1 This Agreement applies to you if you are a Small Customer within a property we manage.

3 Agreement Start and End Dates

- 3.1 This Agreement starts when you sign up.
- 3.2 This Agreement ends when it is ended by you or us in accordance with this Agreement.

4 Supply Start Date

- 4.1 Supply of utilities and responsibility for associated costs to the Customer under this Agreement commences:
 - (a) if you are a new occupant – on the date you move into the premises or become responsible for utilities usage;
 - (b) if you are an existing occupant, the date

we become responsible for managing the utilities at your property.

5 Security Deposit

- 5.1 You may be required to pay a security deposit. The amount of the security deposit will be determined by us in accordance with relevant rules.

6 Your utility charges

- 6.1 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.
- 6.2 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.

7 Additional fees and charges

- 7.1 We may charge additional Fees directly to the Customer as required to recover additional costs in accordance with relevant legislation and guidelines.
- 7.2 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.

8 Billing

- 8.1 We will issue you bills for the Charges in accordance with Regulatory Requirements.
- 8.2 Unless circumstances prevent it, bills will be issued either on a monthly, bi-monthly, or quarterly frequency.

9 Metering

- 9.1 You agree not to interfere with the meter.

10 Estimated Bills

- 10.1 You agree that we may estimate your bill if

we consider it necessary, for example where accurate meter data is unavailable at the time of us issuing bills.

11 Payments

- 11.1 You must pay all bills by the Due Date.
- 11.2 If you cannot pay your bill by the Due Date, please contact us as soon as possible and prior to the Due Date. We may have some information that can help.
- 11.3 If you don't pay a bill by the Due Date, to the extent allowed by the Regulatory Requirements, the following may occur:
- You may be charged additional Charges
 - You may be disconnected
 - We may transfer the Charges to another account you have with us
 - We may refer your debt to a debt collection agency and you must pay any associated costs
 - We may transfer your debt to a third party and you must pay any associated costs

12 Bill Queries or Disputes

- 12.1 If you wish to dispute a bill, you must provide us with notice setting out why the amount of the bill is incorrect and sufficient information or evidence to support this by the Due Date.
- 12.2 While we are investigating any query or dispute, you still must pay:
- the greater of:
 - the amount owing not under dispute; or
 - an amount equal to the average amount of your past bills in the previous 12 months (excluding the bill in dispute); and
 - any other bills that are properly due.
- 12.3 If you ask us to, we will arrange for a check of the meter read or data or for a meter test. However, you may be required to pay for the cost of the check or test in advance, and be liable for any costs if the check or test shows that the meter or metering data was not faulty or incorrect.
- 12.4 Our complaints and disputes policy can be

found on our website.

13 Customer Obligations

- 13.1 Your obligations under this Agreement include:
- a) Correctly completing and returning requested documents in a timely manner
 - b) Providing any requested ID and proof of ownership or residency
 - c) Comply and assist with any requested credit check
 - d) You shall notify us of any life support requirement
 - e) Advising us of any change in contact details
 - f) Advising us of any change in circumstance (including change in use of energy or life support equipment) relevant to this Agreement in a prompt manner
 - g) Providing safe, convenient, and easy access to us and other relevant people to your Supply Address and the energy meter(s) and disconnection/reconnection points.
- 13.2 Title and risk in the utility supplied passes to you at the connection point.
- 13.3 Except for the utility meter(s), you are responsible for all the related equipment, devices, piping and wiring at your premises.
- 13.4 You must maintain adequate insurances and take reasonable measures to protect your equipment from damage.
- 13.5 To the extent permitted by law you indemnify us and hold us harmless against any liability arising from your breach of this agreement or use of utilities or services provided by us.
- 13.6 If the customer consists of more than one person, the obligations of those persons are joint and several.

14 Our Responsibilities

- 14.1 The quality and reliability of your utilities supply is subject to a variety of factors that are beyond our control including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other

persons (such as the distributor in your region), including at the direction of a relevant authority.

- 14.2 To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of utility, its quality, fitness for purpose or safety, other than those set out in this contract.
- 14.3 We are excluded from all and any liability for any loss or damage you suffer as a result of the total or partial failure to supply utilities to your premises for any reason, event or emergency.
- 14.4 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.

15 Disconnections and Reconnections

- 15.1 Disconnections and reconnections will be managed in accordance with Regulatory Requirements.
- 15.2 We may disconnect energy supply to your Supply Address for reasons including the following:
- a) You have not supplied or refused to provide requested information or documents;
 - b) You have not paid a bill by the Due Date;
 - c) You have not paid a Security deposit;
 - d) You have not agreed to a payment plan when requested;
 - e) You have not followed a payment plan after it has been agreed; or where
 - f) This Agreement has ended.

16 Ending this Agreement

- 16.1 We can end this Agreement by providing 20 business days' notice.
- 16.2 You can end this Agreement by moving out of the Supply Address after providing at least 3 business days' notice and providing accurate forwarding contact details including address, email and mobile phone.
- 16.3 If you do not provide sufficient notice when

ending this Agreement, we will bill you for all associated charges up to the date that we obtain an actual final meter read.

- 16.4 If you do not ensure that we can access to your meter(s) prior to the end of this Agreement, we will bill you for all associated charges up to the date that we obtain an actual final meter read.

17 Unmetered Supply

- 17.1 If you have an unmetered energy supply, we will bill you based on available data and calculated in accordance with applicable Regulatory Requirements.

18 Force Majeure

- 18.1 Neither party will be liable for any breach of its obligations under this Agreement if the breach resulted from circumstances beyond either parties' reasonable control such as an act of God, extreme weather, government or political intervention, any industrial action, or dispute not related solely to the party affected or a cause beyond its reasonable control.

19 Information and Privacy

- 19.1 We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website.

20 Communications

- 20.1 As far as permitted by Regulatory Requirements, you and we agree to the delivery and service of documents, communications, bills, reminders, and notices via electronic means including email, text, or other.
- 20.2 You must inform as soon as possible if your contact details change. If we reasonably believe that we do not have accurate, current or up to date contact details for you, you agree that we may send bills and notices to your Supply Address.

21 Customer Service

- 21.1 If you have a query, complaint or dispute, you may contact us and we are obliged to handle the complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website or provided on request.
- 21.2 We must inform you of the outcome of your complaint and if you are not satisfied with our response to the complaint, you have a right to refer the complaint or to the energy ombudsman in your state.
- 21.3 If you have any enquiry, complaint or dispute please contact our customer service team.

22 Definitions

- 22.1 **Customer** means the person(s) using energy supplied by us.
- 22.2 **Distributor** means the distribution network provider for your specific location.
- 22.3 **Disclosure Statement** means the written disclosure statement containing important information about this Agreement.
- 22.4 **Due Date** means the due date set out on any invoice issued.
- 22.5 **Energy Plan** means the part of this Agreement that specifies details of your energy supply, including fees and charges.
- 22.6 **Explicit Informed Consent** has the same meaning as in the National Energy Retail Law.
- 22.7 **Fixed Benefit Period** has the same meaning as in the National Energy Retail Rules as varied from time to time.
- 22.8 **Humenergy** is Humenergy Group Pty Ltd ABN 15 601 324 387, or Humenergy Group Pty Ltd t/a RMS Energy Management ABN 15 601 324 387.
- 22.9 **Regulatory Requirements** means all relevant acts, regulations, standards and guidelines and laws applicable to the sale and supply of energy to your Supply Address.
- 22.10 **Small Customers** is defined in the Regulatory Requirements and includes:

- (a) any residential customer; and
 - (b) any small business customer that consumes energy at a level less than the threshold as defined in the relevant jurisdiction's Regulatory Requirements from time to time.
- 22.11 **Smart Meter** means a metering device that digitally measures energy use.
- 22.12 **Supply Address** means the premises which we supply energy to under this Agreement.
- 22.13 **Supply Agreement** means the document that you receive along with your Energy Plan and these terms and conditions which provides details about this Agreement and requests certain information from you.
- 22.14 **Supply Start Date** means the date that you start using utilities supplied by us at the Supply Address.