
UTILITIES SUPPLY AGREEMENT

THIS FORM IS TO BE USED FOR ALL NEW RESIDENTIAL CONNECTIONS AND RETURNED TO RMS ONCE COMPLETED
Email: info@rmsenergy.com.au Post: PO Box 10443 Southport BC QLD 4214

DATE OF COMMENCEMENT ____/____/____

THIS IS A BINDING UTILITIES SUPPLY AGREEMENT BETWEEN THE EMBEDDED NETWORK OPERATOR (ENO):
Macleay Tower and Villas CTS 24663

AND THE CUSTOMER:

SUPPLY ADDRESS DETAILS:

SITE NAME: Macleay Tower and Villas

SUPPLY UNIT NUMBER _____

SUPPLY ADDRESS 8 Goodwin Street, Kangaroo Point, QLD 4169

CUSTOMER INFORMATION

POSTAL ADDRESS _____

CONTACT NUMBER/S _____

E-MAIL ADDRESS _____

PLEASE NOTE THAT THE SUPPLY OF A CURRENT MOBILE PHONE NUMBER AND EMAIL ADDRESS IS IMPORTANT.

LETTING AGENT DETAILS (IF APPLICABLE)

NAME _____

CONTACT DETAILS _____

PHOTO IDENTITY DOCUMENT

Please copy and attach either of the following to this agreement, must contain name, photograph, & address.

Australian Drivers License Document number _____

Current Passport Document number _____

UTILITIES SUPPLY AGREEMENT

CREDIT CHECK

A CREDIT CHECK MAY BE CARRIED OUT VIA A REVIEW OF 6-12 MONTHS OF RECENT ELECTRICITY BILLS IN THE CUSTOMERS NAME. IN ADDITION, AT OUR DISCRETION, OTHER CHECKS MAYBE CARRIED OUT. CUSTOMERS THAT DO NOT SATISFACTORILY PASS THE CREDIT CHECK OR HAVE NO CREDIT HISTORY MAY BE REQUIRED TO PAY A SECURITY DEPOSIT.

SECURITY DEPOSIT (TO BE COMPLETED BY OUR OFFICE)

SECURITY DEPOSIT REQUIRED (Y/N) _____ (\$) _____

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.

I, THE CUSTOMER, CHOOSE TO RECEIVE THE FIRST COPY OF UTILITY BILLS BY POST:

PLEASE IDENTIFY FROM THE BELOW LIST

1. Is the customer eligible for the Queensland Electricity Rebate? *If Yes, please complete the Application for Electricity Rebate and send to RMS with a copy of both sides of your Pensioner Concession Card or Repatriation Health Card or Seniors Card*
2. Does a person residing at the supply address listed require life support? *If Yes, the customer must register with the ENO and the utility billing agent via the Supply Agreement. The Eno and utility billing agent must then notify the retailer and distributor. Proving them with the relevant records and registers.*

ACCEPTANCE OF TERMS AND CONDITIONS

By signing this form, the customer agrees to the following:

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 consents to a credit check and providing the necessary details for it.
8. The customer has read and agrees to the terms and conditions as set out in this Supply Agreement

NAME (The Customer) _____

SIGNED (The Customer) _____ DATE ____/____/____

Supply Agreement Terms and Conditions

The 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.

1. STARTING OF THE SUPPLY AGREEMENT

- 1.1. The Supply Agreement will start on the start date stated in the attached Supply Agreement.
- 1.2. 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 terminates and after all amounts owing to us have been paid.
- 1.3. This Agreement remains in effect until Terminated by Clause 9 or 10.

2. YOUR ELECTRICITY AND GAS CHARGES

- 2.1. Your total cost of electricity includes charges for use of the utility and other charges such as:
 - a) Any applicable Goods and Services Tax
 - b) Administration Fee
 - c) Meter Service Fee
- 2.2. If any of these charges change during your billing cycle your bill will be calculated on a pro rata basis.
- 2.3. 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.
- 2.4. Changes to laws or regulation impacting on electricity supply – such as the introduction of a Small-scale Renewable Energy Scheme or Carbon Pollution Reduction Scheme, or any change to the National Greenhouse Energy Reporting Scheme – may result in increased costs to The ENO in purchasing your electricity. The ENO may pass these costs on to you in full and you agree to pay The ENO the whole of these increased costs.

3. SCHEDULE OF ADDITIONAL FEES

4. 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.

| Item | Electricity | Water |
|--------------------------------------|-------------------------------|---------|
| Interim/Final/Move-in meter read | \$8.39 | \$15.00 |
| Historical/Previous bill request | \$12.00 | \$12.00 |
| Paper Bill | As per legislation/guidelines | |
| Payment Fee | As per legislation/guidelines | |
| Late/Reminder/Final Notice | As per legislation/guidelines | |
| Disconnection | As per legislation/guidelines | |
| Reconnection (during business hours) | \$48.23 | \$44.00 |
| Reconnection (after business hours) | \$73.13 | \$67.00 |
| Security Deposit | As per legislation/guidelines | |

5. METERING

- 5.1. You agree not to interfere with the meter.
5.2. 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.

6. BILLING

- 6.1. 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.
6.2. 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.
6.3. 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.
6.4. 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 effective from the next billing cycle after notice is issued.

7. PAYING YOUR BILL

- 7.1. You must pay the ENO the total amount payable for each bill by the due date specified in that bill. The due date will be 14 business days from the date of issue. There are multiple different methods of payment including Direct Debit, Telephone using your credit card, internet through Strata Pay secure website, on-line using BPay, Mail by forwarding Cheque made payable to Strata Pay, In Person at any Australia Post Office and Internet Banking including EFT from your Bank Account in Australian Dollars (AUD). If you choose to use a credit card you will be charged the transaction fee as applied by the merchant at the point of transaction which will automatically be added to your invoice. These payment methods may change from time to time.
7.2. Please Note: Before you can set up your Direct Debit Account you will need to be provided with a Strata Pay Reference Number which will be supplied to you after your account has been activated.
7.3. If we do not receive your prompt payment by the Due Date, we may send you reminder and late notice(s).
7.4. You must also pay all costs incurred in recovering any amounts owed under this agreement.
7.5. If you are having trouble paying your bill, there may be some forms of assistance available. Please contact RMS Energy Management for further information.

8. DISCONNECTION

- 8.1. 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.
- 8.2. 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.

9. TERMINATION BY YOU

- 9.1. Your Supply Agreement with The ENO will be terminated if you vacate your premises; provide us with 14 days' 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 as per clause 9.2.
- 9.2. 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: We enter into a Supply Agreement with the next occupant, or Fourteen days after The ENO is notified of your vacation date.
- 9.3. Either party may terminate the Supply Agreement by giving 14 days' notice.

10. TERMINATION BY US

- 10.1. 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.
- 10.2. If you have been disconnected for failing to meet your obligations and you remedy the reason for the disconnection within 10 business days of the disconnection, you can request that we reconnect your supply. However, a disconnection and reconnection fee may apply which The ENO will pass through to you and the whole amount will be required to be paid before your supply is reconnected.

11. OBLIGATIONS

- 11.1. The electricity network provider, not The ENO, is responsible for delivering electricity to your premises and for the quality and continuity of that supply.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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 electricity 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.
- 11.6. 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).

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

12. GENERAL

- 12.1. If the customer consists of more than one person, the obligations of those persons are joint and several.
- 12.2. This contract is governed by the laws of Queensland.
- 12.3. 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.
- 12.4. 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.
- 12.5. This contract contains the entire agreement between us relating to the sale of electricity to the premises.
- 12.6. A right under this contract may only be waived in writing by the person giving the waiver.
- 12.7. A provision of this contract must not be construed against a party only because that party drafted it.
- 12.8. 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) A reference to:

- (i) Legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) 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;
- (iii) A party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- (iv) 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
- (v) Anything (including a right, obligation or concept) includes each part of it.

(b) A singular includes the plural, and vice versa.

(c) If a word is defined, another part of speech has a corresponding meaning.

(d) 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.

13. BILL DISPUTES

- 13.1. 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.
- 13.2. 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 in **Items 14** will apply.
- 13.3. If the dispute is not resolved by the Due Date, you must pay by the Due Date the greater of:
(a) the undisputed amount; and
(b) the average of the last three bills for that Site.
- 13.4. Once the dispute is resolved:
(a) if we owe you a refund, we will credit your next bill; or

(b) if you owe us an amount, you must pay it within 2 weeks from the date the dispute is Resolved.

14. DISPUTE RESOLUTION

- 14.1. The parties agree not to go to an alternative dispute resolution mechanism until a dispute (except bill disputes - see Item 13) has been dealt with under this Item 14.
- 14.2. A party claiming a dispute must give notice to the other party setting out details of the dispute.
- 14.3. 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.
- 14.4. 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.
- 14.5. If (for any reason):
 - (a) the dispute is not resolved; or
 - (b) 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.

15. 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.

16. 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

17. 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