



Market Retail Energy Contract Terms and Conditions for Embedded Network Electricity Commercial Customers

Terms and Conditions

1 General

- 1.1 This Agreement is an energy market retail contract between Humenergy (we, our, us) and the Customer (you, your, you're).
- 1.2 This Agreement includes the Supply Agreement, Energy Plan, and these Terms and Conditions.
- 1.3 This Agreement is subject to the laws of the State of your Supply Address.
- 1.4 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.
- 1.5 If any part of this Agreement is void, that part shall be severed without affecting the enforceability of the remaining provisions of this Agreement.

2 When this Agreement Applies

- 2.1 This Agreement applies to you if you are a Small Customer within an Embedded Network and you have agreed for us to sell you energy under a market retail contract.

3 Agreement Start and End Dates

- 3.1 This Agreement starts once you have accepted the Agreement and we confirm that your account has been established.
- 3.2 This Agreement ends when it is ended by you or us in accordance with this Agreement.

4 Explicit Informed Consent

- 4.1 You provide Explicit Informed Consent:
 - (a) for us to become your electricity supplier;
 - (b) for us to send you all notices and documents electronically;

- (c) to direct debit your account; and
- (d) for us to vary the tariffs and charges that apply under this contract, together with the associated plan information document, at any time, provided that we comply with applicable law.

5 Cooling off period

- 5.1 This Agreement has a 10-business day cooling off period that commences on the later of the day you receive our Disclosure Statement, or the day you accept the Agreement
- 5.2 You can cancel this Agreement at any time during the cooling off period by providing oral or written notice during the 10-business day cooling off period. You may cancel this Agreement even if you have already agreed to or accepted the contract.

6 Supply Start Date

- 6.1 Subject to clauses 3 and 4, supply of electricity under this Agreement commences:
 - (a) if you are a new occupant – on the later of when you move into the premises and the date we become responsible for supply of energy within the Embedded Network;
 - (b) if you are an existing occupant where you previously received supply from another authorised retailer or exempt seller - the date we become responsible for supply of energy within the Embedded Network;
 - (c) if you are an existing occupant where you were previously being supplied by us or a company related to us under a different contract - the date this Agreement starts.

7 Personal Deed of Guarantee

- 7.1 The directors and/or owners of the Customer provide a personal deed of guarantee (guarantee) as to the obligations of the Customer to pay for utility costs incurred.
- 7.2 This agreement constitutes a continuing guarantee to the directors and/or owners for the whole and any debt.
- 7.3 No change to the structure, status, or partnership (if applicable) of the Customer will affect the liability of the Customer named in this application or any director/owner of the Customer.
- 7.4 That no changes whatsoever in the constitution of the debtor or any of them or any company shall impair or discharge my/our liability under this guarantee.
- 7.5 This guarantee shall be enforceable against all directors/owners jointly and each separately.
- 7.6 The directors and/or owners shall be responsible for all costs associated with recovery action of unpaid monies.

8 Charges

- 8.1 The charges associated with this Agreement are set out in your Energy Plan.
- 8.2 Subject to Regulatory Requirements, we may also charge you a security deposit.
- 8.3 You must pay us any taxes (including GST), duties, imposts, levies, regulated charges or any fees that are associated with us supplying energy to you.

9 Conditional pricing and discounts

If your Energy Plan has conditions that need to be met that you do not meet, then we may:

- (a) charge you the tariffs set out in the Default Market Offer applicable to you at your Supply Address; or
- (b) terminate this Agreement.

10 Changes to Charges

- 10.1 Unless stated otherwise in your Energy Plan, we may vary the Charges from time to time in accordance with the Energy Plan and Regulatory Requirements.
- 10.2 We may vary the Charges from time to time in response to changes in cost, Regulatory Requirements, risk, tax, or other event.
- 10.3 If your Charges change, you will be notified at least five business days' before the new Charges apply and these changes will be reflected on your next bill.
- Note:** If you are a Queensland resident, we will notify you of any increase to your Charges at least 10 business days before the variation applies.
- 10.4 We will deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.
- 10.5 The notice must:
- (a) specify that your tariffs and charges are being varied;
 - (b) specify the date on which the variation will come into effect;
 - (c) identify your existing tariffs and charges inclusive of GST;
 - (d) identify your tariffs and charges as varied inclusive of GST;
 - (e) specify that the tariffs and charges identified above are inclusive of GST; and
 - (f) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
- 10.6 We are not required to notify you of a variation of Charges in certain circumstances, for example when the variation is a result of changes to a government rebate or relief scheme.

- 10.7 If your Energy Plan has a Fixed Benefit Period, then changes to your charges will not be effective until the Fixed Benefit Period expires unless:
- (a) You ask and we agree to change your Energy Plan; or
 - (b) Due to a change in your circumstances; or
 - (c) Due to the Regulatory Requirements.
- 10.8 Your Charges may depend upon whether you are a residential customer or a small business customer as defined by your distributor and their network tariff arrangements.
- 10.9 We may change your Charges if your use of electricity as defined by your Distributor changes in accordance with the Regulatory Requirements.

11 Billing

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

12 Estimated Bills

- 12.1 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.

13 Smart Meter(s)

- 13.1 Under this agreement, you give us your consent to install a smart meter at our cost for the Supply Address.
- 13.2 We may at any time replace the meter(s) at the Supply Address with Smart Meter(s) and will provide a minimum of 5 business notice.
- 13.3 You acknowledge that we own the meters that we install at the Supply Address.
- 13.4 In completing a new meter deployment, we will comply with applicable law.

14 Bill Queries

- 14.1 Please ensure you review your bills carefully and advise us of any queries or concerns as soon as possible and before the Due Date.
- 14.2 While we are investigating any query, you still must pay:
- (d) the lesser of:
 - (i) that portion of the bill under review that we both agree is not the subject of your query; or
 - (ii) an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and
 - (e) any other bills that are properly due.
- 14.3 If you ask us to, we will arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. However, you may be required to pay for the cost of the check or test, if the check or test shows that the meter or metering data was not faulty or incorrect.

15 Payments

- 15.1 You must pay all bills by the Due Date.
- 15.2 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.
- 15.3 If you don't pay a bill by the Due Date, to the extent allowed by the Regulatory Requirements, the following may occur:
- a) You may be charged additional Charges
 - b) You may be disconnected
 - c) We may transfer the Charges to another account you have with us
 - d) We may refer your debt to a debt collection agency
 - e) We may transfer your debt to a third party

16 Customer Obligations

- 16.1 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) Advising us of any change in contact details
 - e) 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
 - f) 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.
- 16.2 Title and risk in the energy supplied passes to you at the connection point between the Embedded Network and your Supply Address.
- 16.3 Except for the energy meter(s), you are responsible for all the energy infrastructure and related equipment, devices, and wiring at your Supply Address.
- 16.4 You must not tamper with, interfere with, damage, remove, replace, bypass or affect in any way the energy meter(s) for your Supply Address.
- 16.5 You must maintain adequate insurances and take reasonable measures to protect your electrical equipment from damage.
- ## 17 Our Responsibilities
- 17.1 The quality and reliability of your energy supply is subject to a variety of factors that are beyond our control as your retailer, 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.
- 17.2 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 energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- 17.3 Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes 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 faults and emergencies
- 17.4 In the case of emergencies or faults please contact your distributor or other relevant service provider or emergency service.
- ## 18 Disconnections and Reconnections
- 18.1 Disconnections and reconnections will be managed in accordance with Regulatory Requirements.
- 18.2 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
 - f) This Agreement has ended
- ## 19 Ending this Agreement
- 19.1 We can end this Agreement by providing 20 business days' notice.
- 19.2 You can end this Agreement by either:
- a) 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
 - b) Arranging for another retailer to supply energy to the Supply Address after providing at least 10 business days' notice
 - c) Requesting Disconnection at the Supply Address after providing at least 10 business days' notice
 - d) Entering into another agreement with us

- 19.3 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.
- 19.4 If you do not ensure that we can access to your energy 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.
- 19.5 If you end this Agreement early within the term defined in your Energy Plan, then we may charge an early termination fee.
- 19.6 Any early termination fee we charge will be calculated as a genuine estimate of the loss we incur due to you terminating this Agreement early and the amount set out in your Energy Plan.
- 19.7 If you have a fixed term Energy Plan we will notify you when the plan is due to end and we will give such notice no earlier than 40 business days and no later than 20 business days before the end of the plan.

20 Unmetered Supply

- 20.1 If you have an unmetered energy supply, we will bill you based on energy data that is calculated in accordance with applicable Regulatory Requirements.

21 Variation to this Agreement

- 21.1 Unless this Agreement is for a fixed term or includes a fixed benefit, we can vary this Agreement after providing 20 business days' notice to you. You may elect to end the Agreement during the notice period.

22 Force Majeure

- 22.1 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.

23 Information and Privacy

- 23.1 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.

24 Communications

- 24.1 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.
- 24.2 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.

25 Customer Service

- 25.1 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.
- 25.2 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.
- 25.3 If you have any enquiry, complaint or dispute please contact our customer service team at 1300 322 622 or info@humenergy.com.au.

26 Assignment and transfer

- 26.1 You may only transfer its rights and obligations under this Agreement with our prior written consent.

- 26.2 You grant your unconditional consent to the transfer by us of any or all of its rights or obligations under this Agreement to a party that we reasonably believe is capable of fulfilling the obligations under this Agreement.
- 27 Retailer of Last Resort
- 27.1 As your premises is located in an embedded network, the Retailer of Last Resort provisions do not apply to your connection point.
- 27.2 Should we no longer be able to supply you with energy, we will use our best endeavours to ensure you receive continuity of supply.
- 28 Definitions
- 28.1 **Customer** means the person(s) using energy supplied by us.
- 28.2 **Distributor** means the distribution network provider for your specific location.
- 28.3 **Disclosure Statement** means the written disclosure statement containing important information about this Agreement.
- 28.4 **Due Date** means the due date set out on any invoice issued.
- 28.5 **Energy Plan** means the part of this Agreement that specifies details of your energy supply, including fees and charges.
- 28.6 **Fixed Benefit Period** has the same meaning as in the National Energy Retail Rules as varied from time to time.
- 28.7 **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.
- 28.8 **Regulatory Requirements** means all relevant acts, regulations, standards and guidelines and laws applicable to the sale and supply of energy to your Supply Address.
- 28.9 **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.
- 28.10 **Supply Address** means the premises which we supply energy to under this Agreement.
- 28.11 **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.
- 28.12 **Supply Start Date** means the date that you start using energy supplied by us at the Supply Address.