

**thank  
you for  
choosing  
us.**



Real Utilities Pty Limited  
Summary of Right and Obligations



Effective March 2018

## Summary of Right and Obligations

This document sets out some of the rights, entitlements and obligations you have as a customer. If you feel that we have not respected your rights, please contact us and let us know. If you are not happy with the way that we have resolved your complaint you may contact the energy ombudsman in your state using the contact details provided below.

### Marketing

When marketing to you we have a number of obligations to you. These include, but are not limited to, energy laws, the Telecommunications Act 1997, the Do Not Call Register Act 2006, Spam Act 2003, Privacy Act 1988, the Australian Privacy Principles and the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010.

When marketing to you, we must:

- Ensure that we only provide you with accurate and complete information and that any statements or representations we make to you are not misleading or deceptive and did not overstate our product’s benefits or imply an association or endorsement with any third party.
- Ensure that we provide all required information to you before you enter into a contract with us (or as soon as practicable after the formation of the contract) including:
  - (a) all applicable prices, charges and benefits to the customer (to the extent both are not otherwise part of prices), early termination payments and penalties, security deposits, service levels, concessions or rebates, billing and payment arrangements and how any of these matters may be changed;
  - (b) the start date and duration of the contract you have entered into, the availability of extensions, and how the contract may be terminated if you move out during the term;
  - (c) if we are allowed to comply with any of our requirements by using email, electronic signature, SMS, text or other electronic transactions—how the transactions operate and, as appropriate, an indication that you will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;
  - (d) the rights that you have to withdraw from the contract during the cooling off period, including how to exercise those rights,
  - (e) your right to complain to us in respect of any energy marketing activity of the retail marketer conducted on behalf of us and, if we do not satisfactorily resolve your complaint, your right to complain to the energy ombudsman.
- Not market to you at all if you are on our ‘No Contact List.’
- Ensure that you are added to our ‘No Contact List’ if you request (in person, electronically, by telephone or in writing), If you are added to the No Contact List, we must ensure that our marketing representatives do not contact you for a period of two years. You may renew your request to be added to our ‘No Contact List’ at any time and as many times as you wish. We will respect that request for a further two-year period each time.

- Comply with any signs you have displayed at your premises indicating:
  - Canvassing is not permitted at the premises, or
  - No advertising or similar material is to be left at the premises or in a letterbox or other receptacle at or associated with the premises.
- If you are in a state that has prepayment meter systems, before we enter into a prepayment meter or similar market retail contract with you, we must provide you with the following additional information:
  - the methods by which you can make payments to the prepayment meter system account and the locations of payment centres or recharge facilities (if relevant);
  - the amount of emergency credit to be provided in the prepayment meter system;
  - details of the trial period during which you may withdraw from the contract;
  - the method by which you may receive any rebate, concession or relief available under any government funded energy charge rebate, concession or relief scheme;
  - dispute resolution options available to you.

### Tariffs

If at any time we offer you alternative tariffs or tariff options and:

- you request a change to your tariff in accordance with the offer or option and
- you satisfy all of the conditions relating to that tariff or offer,

we must transfer you to the new tariff or option within 10 business days or any shorter period required by your State.

If you notify us of a change of use at your premises we may require you to transfer to an applicable tariff for that use. If you fail to provide notice of a change of use at your premises we may provide you with notice and change your tariff to the applicable tariff for that use.

### Transfer of supply to us

We can only transfer your account to us after we have taken particular steps. These include:

- We must have your Explicit Informed Consent and have a record of the consent
- We (including our marketing representatives) must have clearly, fully and adequately disclosed all matters relevant, including each specific purpose or use of the Explicit Informed

Consent you provided

- We must have a customer retail contract in place to enable the sale of energy to you at your premises.
- You may withdraw from the contract, either orally or in writing, within the period of 10 days commencing on the day you receive the required information listed above.

Within 5 business days of receiving notification that we are your financially responsible retailer for the supply of energy we must notify you that we have begun to sell energy to you and information of the date of our service started.

If there is a delay in the transfer of your account, we must notify you that:

- The transfer did not occur; and
- The reason for the delay; and
- The new expected date of completion of the transfer.

If you have any issue with the circumstances surrounding your transfer to us, our obligations to you include:

- Upon request, we must provide you with a record of your Explicit Informed Consent within 10 business days of your request.
- If we are notified of a dispute as to whether you provided Explicit Informed Consent within 12 months of your transfer to us and it is established that Explicit Informed Consent was not provided or do not have the required record, we must void your contract with us and not charge you for energy you have consumed.
- You may then be liable to your original retailer for energy consumed as if the transfer to us had not happened. If you have already paid us for energy you have consumed during the period (up to 12 months) we will pay those amounts to your original retailer.

## Transfer of supply from us

If after receiving a final bill from us you transfer to another retailer, we may apply a security deposit offset. If we do not need to apply an offset we must return the security deposit, together with accrued interest, within 10 business days of the transfer.

## Billing disputes

When we issue you a bill that you dispute, we must ensure that we:

- Conduct a review of your bill
- Notify you of the outcome of the review as soon as reasonably possible and in accordance with any time limits specified in our dispute resolution procedures
- Put a hold on any external collections or debt recovery action during the investigation of your complaint
- Request that you pay an outstanding amount only if it is the lesser of either:

a) the amount we both agree is not in dispute, or

b) your average bill (not including any in dispute) over the last 12 months.

- Conduct a meter check or test upon request. We may, if permitted under applicable law, request that you pay for this in advance but will reimburse you if the meter is found to be faulty or incorrect
- Adjust your bill if it is found to be incorrect
- If you have been undercharged because of our error, only recover a maximum up to 9 months' (or any longer period permitted by your State) worth of charges (without interest) from the date you are notified and then offer you an instalment plan to pay any outstanding amount
- If you have been overcharged, we will inform you within 10 business days and pay that amount as you direct. If the amount is \$50 or less we will credit that amount to your next bill if you are in a State where we are permitted to do this.

## Payment or debt related

If you have a dispute about a debt or payment we must:

- Conduct a review of your bill and any debt you have including in accordance with the section on Billing complaints above
- Put a hold on any external collections or debt recovery action during the investigation of your complaint
- Review any payment plan you have in place to ensure that it accurately reflects your capacity to pay and considers any debt you have and your average consumption over 12 months
- Not commence any proceedings for the recovery of the debt while you are complying with your payment plan
- Ensure that you have a range of methods of payment available including: payment in person, by telephone, by mail, by direct debit, by electronic funds transfer, and Centrepay.
- If we enter into a direct debit agreement with your Explicit Informed Consent, we will ensure the agreement covers the amount, initial date and frequency of the direct debits. We will then confirm in writing your right to cancel the agreement and our obligation to cancel the agreement. We immediately cancel a direct debit agreement on your request.
- Upon request and on our website, we will provide you with information about the availability of government funded energy charge rebate, concession or relief schemes.

## Customers experiencing Hardship and / or payment difficulties

If at any time you contact us to let us know you are in financial hardship (or if we determine you are), we will:

Notify you that we have a Hardship Policy and provide you with a copy at no cost

- Put a hold on any external collections or debt recovery action
- Follow our Hardship Policy in managing your account
- Waive any late payment fees applied on your account
- Not charge you a security deposit

- Work with you and any financial counsellors or similar advisor assisting you to manage your account effectively and reduce your energy use

In line with our Hardship Policy, we may establish a payment plan for you to assist you with making payments. The plan must take in to account:

- Your capacity to pay
- Any arrears owing, and
- Your expected energy consumption needs for the next 12 months,
- And include an offer for you to pay for your energy consumption in advance or in arrears by instalment payments.

If we enter in to a payment plan with you we must inform you of:

- The duration of the plan
- The amount, frequency and due date of each instalment
- If you are in arrears, the number of instalments to pay the arrears
- If you are paying in advance, the basis for the payments.

## Lodging a complaint

You may lodge a complaint by contacting us by telephone, email or mail and at any time. You may lodge a complaint about any aspect of our service or the way in which we review or respond to a complaint.

Our standard complaints and dispute resolution procedure is available on our website at [www.realutilities.com.au/complaints](http://www.realutilities.com.au/complaints)

When dealing with a complaint we agree to:

- Treat you with respect
- Take your complaint seriously
- Accept complaints lodged on our website, by telephone, email or letter
- Acknowledge any complaint received within 5 business days.
- Begin an investigation into the reasons for your complaint.
- Keep you updated as the investigation into your complaint progresses
- Not de-energise your premises during the complaint process if the complaint relates directly to the reason for de-energisation
- Notify you of the outcome of our investigation and any proposal we have for resolution as soon as possible
- Provide you with the option of an internal review of your complaint if you are unsatisfied with the outcome of the original investigation or resolution proposed

## Our contact details

You may contact us to complain or enquire about your account using the following contact details:

Telephone: 1300 16 16 68

Email: [support@realutilities.com.au](mailto:support@realutilities.com.au)

Mail: PO Box 621, Archerfield BC, QLD 4108

## Contact details for the Energy Ombudsman Schemes

You are entitled to have your complaint escalated within our organisation if you are not satisfied with the investigation or resolution of your complaint.

If you are not satisfied with our response or investigation into your complaint you may contact the Energy Ombudsman in your state.

### Energy & Water Ombudsman NSW

By Post: PO Box 1343, Haymarket NSW 1240

Free call: 1800 246 545

Free fax: 1800 812 291

Interpreter: 131 450 - For help using an interpreter visit TIS

NRS: 133 677 - For help using this service visit NRS

Email: [complaints@ewon.com.au](mailto:complaints@ewon.com.au)

### Energy & Water Ombudsman VIC

Freecall: 1800 500 509

Freefax: 1800 500 549

Interpreter: 131 450 - For help using an interpreter visit TIS

NRS: 133 677 - For help using this service visit NRS

Email: [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)

### Energy & Water Ombudsman QLD

Freecall: 1800 662 837

Translation services: 131 450 - For help using an interpreter visit TIS

National Relay Service: 133 677 - For help using this service visit NRS

Fax: (07) 3006 2670

Email: [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au)

### Version Control

Version	Amendment	Author and date
Version 1		27.10.2017
Version 2		27.03.2018