



Terms and conditions

Private heat network, distribution of heat, energycosts, invoicing and collection to residents/consumers

1. Object

The owner(s) (ACO or another) of the building, with a central installation for heating, cooling and/or (hot) water, in which you occupy an apartment, office or other residential or business premises, appeals to HMS for cost repartition (in accordance with the legislation) of the individual and common consumption of heat, electricity and / or (hot) water. To this end HMS will register, calculate, invoice and collect the individual and common consumption of heating, electricity and/or (hot) water and all associated fixed and variable costs.

As the building has in such a case a collective/central installation, this means that an individual resident does not have a choice of supplier. This choice is made for the collective distribution point by the owner(s) (ACO or others).

2. Price conditions

The costs for the purchase of heat, energy, and domestic (hot) water are calculated according to:

- Variable energy and water costs: The usage of heat and cooling in kWh and (hot) water in m³ based on the actual consumption measured on the individual heat, energy and/or water meters.
- Fixed energy and water costs: these fixed costs for heat, cooling and (hot) water are divided among all residents of the building as determined in the Civil Code on co-ownership and in accordance with the allocation key set out in the basic deed of the building. Fixed energy and water costs are considered to include:
 - Consumption measured on collective heat, water and/or electricity meters.
 - The measured production and distribution losses of heat, water and/or electricity
 - The fixed costs charged by the energy and water supplier
- Maintenance costs, auxiliary consumption and other fixed costs are divided in accordance with the same allocation key as the fixed energy and water costs
- Any other eventual residents costs for each residential unit:
 - Annual fixed fee for HMS.
 - Renting (possibly) of the central metering and communications installation
 - Renting of heat, water and/or electricity meters
- Price of heat (kWh), electricity (kWh), (hot) water (m³) and other services according to the purchase invoice of the energy and water suppliers. The choice of supplier remains with the owner(s).

These prices include:

- VAT
- All new and existing distribution and transmission network rates, taxes, VAT, fees, etc.
- fees, contributions, expenses, surcharges and/or duties imposed on HMS by a competent governmental authority and/or network operator, applicable in the future or retrospectively, which are levied as a result of the sale and the supply of heat, energy and water to the distribution point(s), and which HMS is required or authorised to charge to the consumer / resident.
- In case of water invoicing, the rates, costs and duties of the local water distribution company.
- In the event the network operator or any public authority changes or withdraws rates or rate components, or introduces new rate formulas, HMS will charge this to the consumer accordingly, both in regard to future and retroactive changes.
- More information on these costs and charges can be found on the websites of the appropriate energy regulators and suppliers.

3. Invoicing and payment procedures

KLIMA+ calculates your consumption and costs as specified in point 2.

- Based on the calculation of your annual heating costs, HMS determines your monthly advance to be paid. You have the right to request a review of your estimated usage, in which case HMS will notify you within a reasonable time whether or not your request will be honoured. These invoiced advances are settled on your annual settlement invoice. In case you move out, a settlement invoice will be made at the time of the relocation.
- Complaints about an invoice can be formulated up to 12 months after the due date of the relevant invoice. Errors on invoices can be rectified later if a third party, such as the distribution system operator, is responsible for the incorrect or late billing.
- Bank account details of HMS De Vos Perazo nv : BE26 3900 1026 0029

4. Late payments

If you fail to pay your bills by due date, HMS will send a reminder. If this remains also unsuccessful, HMS will provide you with a registered notice of default and request the intervention of the owner of the property via the ACO. The costs for unpaid invoices, reminders, notices of default, disconnections and reconnections, and other costs associated with non-payment are at your expense. (rates below).

5. Your obligations

You are obliged to use the heat, electricity and/or (hot) water meters, the individual heating installation and the installation for domestic hot water with due diligence and to report any deviations or defects to your manager/owner/syndic immediately. In order to be able to carry out the necessary repairs, you will give the repairer or contractor access to the installations. If you move out you should notify your manager/owner of this at the latest on the moving date, in order to allow HMS to make a final settlement.

6. Liability

The network operators are responsible for the continuity of supply of natural gas and the quality of the natural gas supplied in accordance with the provisions set out in the applicable legislation and technical regulations. In consequence HMS is not liable for this.

7. Duration and termination

This contract is valid from the starting date of your lease agreement, as stated on the moving document (if applicable), and is valid for for and indefinite period or to the end of the rental period / occupation.

8. Protection of personal information

The GDPR legislation applies to the operation of HMS

9. Transfer

HMS may assign this contract to a thirds party on condition that HMS ensures that this does not provide fewer guarantees. In the event of such a transfer HMS will inform you.

10. Applicable law

Belgian law is applicable. The courts of Ghent alone shall be competent to adjudge any dispute arising from this contract.

11. Additional costs

- Change to billing address	€15
- Change to billing address - subject to VAT	€25
- Account statement	€20
- Duplicate bill	€15
- Changed bank account, direct debit	€30
- Moving, leaving apartment (final settlement)	€35
- New resident, draw up contract and determine advance	€35
- Payment reminder	€15
- Formal notice	€25
- Unpaid direct debit, flat rate	€50
- Unpaid monthly advance	€50

These rates exclude VAT and are subject to annual indexing of the consumption prices.