

Additional Terms and Conditions for All NSW Residential Customers

The terms and conditions of *your Property* supply and sale agreement are contained in *our* Customer Charter and in these *Additional Terms and Conditions* (which include *your Product and Pricing Schedule*). Where the terms and conditions in these *Additional Terms and Conditions* are different from those in the Customer Charter *you* agree to vary the Customer Charter as set out in these *Additional Terms and Conditions*

What's the deal with the Sign Up Promotion?

If applicable and we have agreed to provide *you* with a Sign Up Promotion as set out in *your Product and Pricing Schedule*, we agree that after *your Property* transfer to Red Energy, we will provide *you* with that promotional offer in accordance with those terms and conditions. For more details on special offers see our website www.redenergy.com.au/termsandconditions.

Fixed Term Contracts and Early Termination Fees

If *you* have elected to enter into a *Fixed Term Contract* as set out in this *Product and Pricing Schedule* and *your Agreement* is terminated after the cooling off period but before the expiry of the fixed term, *you* will have to pay the *Early Termination Fee*. The *Early Termination Fee* is \$95 if *your Agreement* is terminated within the first 12 months of its term and \$45 if *your Agreement* is terminated within the last 12 months of a 2 year *Fixed Term Contract*.

Can this Agreement change?

This *Agreement* has been entered into by *us* based on some assumptions and information known to *us* at the time of offer, for example the type of meter installed at *your Property* and the *Distributor* and the relevant tariff charged by the *Distributor* to *us* for providing supply to *your Property*. If any of this information is found to be incorrect, we will make a revised offer to *you* in writing to reflect the correct information. *You* will have an opportunity to either accept or reject the revised offer.

If we are not able to make *you* a revised offer (because we do not support the meter set up at *your Property*) then we will notify *you* of this and this *Agreement* will terminate.

You have agreed to enter into an *Agreement* with a variable tariff. *You* understand and agree that we may vary *your Property* tariff and/or Pay on Time Discount by providing *you* with notice of that change. If we do vary *your Property* tariffs, the new tariffs will not be effective until after we give *you* notice of that change. This notice will be given to *you* as soon as possible and will vary *your Product and Pricing Schedule* as set out in the notice.

We may also vary *your Property* tariff if *your property's* meter is changed. If we elect to change *your Property* tariff due to a change of meter, *you* have the right to terminate this *Agreement* without incurring an *Early Termination Fee*.

Credit Management

We have entered into this *Agreement* on an assumption that *you* have credit standing which is satisfactory to *us*. We may carry out a credit worthiness assessment of *you*. If that assessment establishes that *you* do not have a satisfactory credit standing we may terminate this *Agreement*.

Commissions

You acknowledge and agree that a fee or commission may be paid by Red Energy to a person as a result of introducing *you* to Red Energy or facilitating a supply arrangement between *you* and Red Energy.

What is a Pay on Time™ Discount (PTD)?

If *you* are entitled to a PTD *you* will receive *your Property* PTD when *you* pay *your Property* bill by the due date or make *your Property* EvenPay™ payments in accordance with *your Product and Pricing Schedule* (and *your Property* payment is not subsequently dishonoured).

If *you* are entitled to a concession the PTD will be calculated after the concession has been applied.

For EvenPay™ customers: *your Property* bill will show the discount applied to the charges incurred during the period of the bill and this will be reflected in *your Property* balance.

For non-EvenPay customers: *your Property* bill will show the discounted amount *you* can pay with the PTD already applied. Payment of the discounted amount will be considered by *us* to be payment of the total amount due. The discounted amount paid and the PTD will appear as a credit on *your Property* next bill. If *you*

are paying by direct debit, the discounted amount only will be deducted.

If a payment is dishonoured for any reason, then *you* will not qualify for the PTD in relation to that payment. In these circumstances for non-EvenPay customers the PTD will still be payable from the due date of the bill relating to that payment and for EvenPay™ customers the PTD may not be credited to *your Property* balance (or any credit applied may be reversed). In each case, the PTD will be considered in any calculation of any amount owing to *us*.

FOR EVENPAY™ CUSTOMERS ONLY:

What and when will you pay?

Prior to the EvenPay™ arrangements starting we must receive from *you* a completed Direct Debit form, or notification from Centrelink that *your Property* Centrepay payment arrangement has been set up.

If we have not received *your Property* Direct Debit form, or notification from Centrelink that *your Property* payment has been set up, prior to sending *you* a bill, *you* will be required to pay that bill in accordance with *our* Customer Charter. *You* will need to pay this bill by the due date in order to receive *your Property* Pay on Time Discount. That bill will show the total amount due and the discounted amount *you* can pay with the Pay on Time Discount applied.

You agree that, once we have received a completed Direct Debit form, or notification from Centrelink that *your Property* payment has been set up, we will deduct from *your Property* nominated bank account or credit card, or receive from Centrelink, the amounts agreed with *you*. These amounts have been estimated based on *your Property* expected annual consumption, and *your Property* current circumstances, including *your Property* entitlement to concessions or any government rebates. Each bill period, we will issue a bill that shows the charges *you* have incurred and the payments *you* have made. This will mean from time to time *your Property* balance will be in debit or in credit.

You agree to vary the standard payment terms set out in the Customer Charter from at least 12 *Business Days* to enable this. If we do not receive any of the agreed payments or these payments are subsequently dishonoured *you* may be removed from EvenPay™. *You* will not receive the Pay on Time discount for that billing period in which a payment is not received or subsequently dishonoured.

What happens if we estimate incorrectly?

We will monitor *your Property* payments against *your Property* charges so that they reasonably balance with *your Property* expected annual consumption. If we believe that *your Property* payments over the year will not match *your Property* charges over the year, we will notify *you* of a change to *your Property* payment amounts. *You* agree that we can change this amount by providing *you* with 14 days written notice. If *you* are paying through Centrepay, *you* agree to change *your Property* payment amount within 14 days of being requested to do so.

If any circumstances change and that is likely to affect *your Property* annual consumption (eg. *you* have additional people move in with *you*) or *your Property* payment amount (eg. *your Property* entitlement to a concession), *you* should notify *us* as soon as possible and we will adjust *your Property* payment amount accordingly.

What happens when you move premises?

You may continue to pay by EvenPay™ at *your Property* new *Supply Address* if *you* notify *us*. However we may increase or decrease *your Property* payment amount to reflect the tariffs and charges applicable to the new *Supply Address*. Any balance (debit or credit) on the final bill at *your Property* old *Supply Address* can be transferred to the new *Supply Address*.

What happens if this Agreement is ended?

If this *Agreement* is ended by *you* or by *us*, any outstanding balance, including any applicable *Early Termination Fee*, must be paid in full by *you*, and any credit will be paid to *you*, within 12 *Business Days* of *us* sending *you* a final bill.