

# **good policy**

**customer charter  
new south wales**



Effective November 2009

## Who is *Red Energy*?

*Red Energy*<sup>1</sup> is an electricity *Retailer* which has been formed to provide *you* with a real alternative and choice of competitive offers in the electricity market. Overall *we* believe in keeping things simple – after all, purchasing electricity really shouldn't have to be that hard!

*Red Energy* sells *you* electricity and is the main point of contact for *your* electricity needs. Another company, called a *Distributor*, owns and manages the poles and wires outside *your Property* which deliver the electricity to *you*. To deliver electricity to *your Property*, a contract for connection services is required for new connections. *We* can arrange this on *your* behalf under a standard customer connection contract with *your Distributor*. However, if *you* prefer, *you* can make these arrangements directly with the *Distributor*. Please contact *our* friendly customer service advisors on 131 806 who can provide *you* with *your Distributor's* contact details.

## Renewable Energy

*Red Energy* is committed to supporting renewable energy generation. So, *we* promise that for every unit of electricity *you* buy from *Red Energy*, Snowy Hydro Limited will match that by generating one unit of electricity from a renewable source.

## This Charter and other contract documents

This Charter, together with any *Additional Terms and Conditions*, documents the terms and conditions on which *we* agree to supply and sell *you* electricity and *you* agree to buy electricity from *us* under a negotiated customer supply contract. These documents set out *Red Energy's* services and responsibilities as *your* electricity *Retailer* and *your* rights and obligations as a *Red Energy* customer. These documents contain defined terms which appear *like this* and which are set out at the end of this Charter.

*Your Agreement* with *us* will be either a *Fixed Term Contract* or a *No Fixed Term Contract*. This will be specified on *your Product and Pricing Schedule*. If there is any part of these documents that *you* do not understand or if *you* would like to see or obtain any part of *your Agreement*, including a large print copy of this Charter, *our* friendly customer service advisors are available to assist on 131 806.

<sup>1</sup> Red Energy is owned by Snowy Hydro Limited, an Australian company that generates renewable peak energy and provides other energy-related products.

## How does this Agreement work?

### **The Term of this Agreement**

*Your Product and Pricing Schedule* will specify the term of *your Agreement*. The term of *your Agreement* will start on the date *your NMI* is transferred to *us*. If *you* are on a *Fixed Term Contract* that is terminated after the cooling off period but before its expiry date, *you* will have to pay *us* an *Early Termination Fee*.

### **Fixed Term Contracts and Extending the Term**

If *you* are on a *Fixed Term Contract*, *we* will give *you* written notice before the end of the term that *your Agreement* is due to expire. This notice will provide details of the contract renewal or cancellation options available as well as including any revised pricing schedule or new terms and conditions that would apply to a renewed contract term. If *we* have not received written confirmation of cancellation within the period set out in the notice, *we* will automatically extend *your* electricity supply *Agreement* for a further contract term. If this happens, the revised pricing schedule and new contract terms and conditions will apply for the further term. If *you* reject this offer and do not enter into an electricity supply *Agreement* with another *Retailer*, then *we* will continue to supply *you* electricity on *our* standard terms and conditions until this *Agreement* is varied in accordance with this *Agreement* or is terminated by either *you* or *us*. These standard terms and conditions can be found on *our* website.

### **When does your Agreement commence and your supply start?**

This *Agreement* commences on the date *you* entered into this *Agreement*. However, *we* will not begin to supply *you* electricity under this *Agreement* until *your NMI* is transferred to *us*. This will happen on a date specified by *us* which will be more than 10 days after *you* entered into this *Agreement*. *Your* electricity supply *Agreement* may start earlier if the supply involves the provision of a new connection service to *your* premises or if *you* were supplied by a *Retailer* under a 'new occupant supply arrangement' or an 'exempt last resort arrangement' as defined by the *Regulations*.

If *you* have entered into a *Fixed Term Contract*, *we* will supply *you* for the term specified on *your Product and Pricing Schedule* which starts from the date *your NMI* is transferred to *us*.

## **The Cooling Off Period**

You have 10 days from and including the day you entered into this Agreement or received our Agreement document, whichever is the later (the cooling off period), to notify us that you do not wish to continue with this Agreement. You can use the cancellation notice at the back of this Charter if you wish to cancel this Agreement during the cooling off period. If you do cancel this Agreement during the cooling off period, you will not be liable for any charges unless we have supplied you with electricity or services during this period.

## **Do you have to pay for electricity supplied before this Agreement commences?**

If you have been supplied electricity by another Retailer before the start of this Agreement and that supply was for 14 days or less for a 'new occupant supply arrangement', or for 1 month or less for a 'exempt last resort arrangement' as defined under the Regulations, then you are liable to us for the payment for the relevant period. Any consumption beyond these periods are payable to your previous retailer. You do not have to pay us for this supply if you have already paid another Retailer for that electricity.

## **How does this Agreement end after the cooling off period?**

If you are on a *No Fixed Term Contract*, you may terminate this Agreement at any time without penalty.

After the cooling off period, if you are on a *Fixed Term Contract* and your Agreement is terminated before its expiry date, you will have to pay the *Early Termination Fee* as specified in your *Product and Pricing Schedule*.

If you wish to end this Agreement at any time after the cooling off period, you will need to either:

- (a) notify us that you wish to end this Agreement and we will discuss alternative contracts with you. (We are entitled to at least 72 hours notice that you wish to terminate); or
- (b) notify us that you wish to move out of your Property, and we will arrange for it to be disconnected; or
- (c) enter into a contract with an alternative Retailer who will be responsible for notifying us and arranging the transfer of your NMI to that Retailer.

If you have been disconnected because you have not met your obligations under this *Agreement* and you no longer have the right to be reconnected, we can end this *Agreement*.

If you enter into a new contract with us this *Agreement* will end and the terms and conditions of our new contract will replace those in this *Agreement*.

### **Early Termination Fee & Fixed Term Contracts**

If you are on a *Fixed Term Contract* that is terminated after the cooling off period but before its expiry date, you will have to pay the *Early Termination Fee* as specified in your *Product and Pricing Schedule*. The amount of this fee will depend on when the *Agreement* is terminated and is set out in your *Product and Pricing Schedule*. This fee is payable within 12 *Business Days* of us sending you a final bill.

If you terminate this *Agreement* and enter into a new *Fixed Term Contract* with us within 1 month, we will refund any *Early Termination Fee* paid.

## **Billing and Payment**

### **What will you be charged?**

You agree that we will bill you for your estimated or measured consumption of electricity and a service to property charge, at the variable and fixed tariffs (respectively) set out in your *Product and Pricing Schedule*, and you agree that you will pay us for such electricity and supply.

Your *Product and Pricing Schedule* will specify whether you have entered into an *Agreement* with a variable or fixed tariff for your electricity consumption. If you are on a variable tariff, you understand and agree that we may vary your tariff by providing you with notice of that change. If we do vary your tariffs, the new tariffs will not be effective until after we give you notice of any 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.

In addition to the charges you incur in accordance with that *Product and Pricing Schedule*, you will need to pay any *Additional Service Charges* you incur and for any other goods and services which we supply to you.

You are not liable to pay any charge unless the amount of, or basis for calculation of the amount of, the charge is set out in your *Agreement*.

### **Your Bill**

We will issue your bill quarterly or as otherwise agreed with your consent. If we agree to issue your bill less often than every quarter we may charge you an *Additional Service Charge*. Your bill will contain all the matters required to be included in an electricity bill under the *Regulations*.

## **Meter Readings and Estimation**

Each bill *you* receive will be based, where possible, on an actual meter reading unless *you* agree otherwise. In any event, *we* will use *our* best endeavours to read *your* meter at intervals of not less than 6 months. If meter data is not available or *we* are unable to reliably base *your* bill on a reading of the meter, *we* can estimate the electricity *you* have consumed during the period. If *you* have been responsible for *us* being unable to read the meter and *you* later request an actual reading *you* will be charged an *Additional Service Charge* for this read.

If *we* have estimated the electricity *you* have consumed and later get reliable information *we* will adjust *your* account in accordance with the *Regulations*.

## **Access to your Supply Address/meter.**

*You* will allow *us*, *our* agents and equipment, safe and convenient access to *your* *Supply Address* to read *your* meter and for connection, disconnection and reconnection. *Our* representatives will carry or wear official identification and produce that identification upon request. *You* must keep *your* meter clear of hazards and interference. *You* have no ownership rights to the meter.

## **Improper consumption of electricity**

*You* must not take electricity illegally or tamper with or bypass *your* meter or associated equipment. If *you* do, *we* will estimate the consumption for which *you* have not paid and may take debt recovery action for the unpaid amount.

## **Overcharging/Undercharging**

If *you* believe the amount of *your* bill is incorrect, *we* will review it for *you* without charge. *You* must however pay any amount of the bill which *you* and *we* agree is correct and not being reviewed or an amount equal to the average amount of *your* bills in the previous 12 months (whichever is the greater).

If the bill is correct *you* must pay the unpaid amount or, if *you* think that *your* meter is faulty, *we* will arrange to test it for *you* upon request. *We* may request that *you* pay in advance the cost of this test. If however the meter is recording correctly, *you* must then pay the unpaid amount. If the bill is incorrect *we* will adjust it and credit *your* bill for the cost of the test.

If *you* have been overcharged or undercharged *you* will be contacted within 10 *Business Days* of *us* discovering the error. The overcharge or undercharge will then be put on *your* next bill unless the overcharge is in excess of \$25 in which case it will be repaid according to *your* reasonable instructions.

Only amounts undercharged in the previous 12 months will be recovered (unless the undercharge results from *you* consuming electricity improperly). If *you* require extra time to pay these undercharged amounts, please advise *us*.

### **12 Days to Pay**

*You* are required to pay the amount shown on the bill by its due date. Unless agreed otherwise, this will be at least 12 *Business Days* from the date the bill was sent. *You* may elect to pay by instalments or in advance. *We* do not pay interest on any payments made in advance.

### **How to Pay**

The payment methods for *your* bill will be set out on *your* bill. Unless otherwise agreed, *you* can pay by:

- Telephone (credit card)
- Direct Debit
- BPay
- Post BillPay
- By mail (cheque, money order or credit card only); and
- in person at any Australia Post outlet.

Before *you* can pay by direct debit *you* must complete a direct debit request which will include details of *your* and *our* *Agreement* on the amount, date and frequency of payments and how the arrangement may be cancelled. If *we* cease to be *your* *Retailer*, *we* will cancel any direct debit arrangements with *you*.

### **Credit Management and Debt Collection**

*We* may carry out a credit check on *you* to establish *your* credit rating. *Our* credit management and debt collection processes are in accordance with the *Regulations*. Outstanding overdue payments may be reported to the credit reporting agency. Further details regarding the management of credit related information is contained in the Important Information section of this Charter.

### **If there are any amounts not paid by you by the due date then:**

- for amounts paid within 30 days after the due date, *you* may be charged a \$10 late fee that will be included on a subsequent electricity bill; and
- for amounts paid on or after 30 days after the due date, in addition to the \$10 late fee, interest may be payable on the outstanding amount. If *we* are entitled to charge *you* interest on any amount not paid by the due date, the rate of interest charged will not exceed the rate prescribed under section 95(1) of the Supreme Court Act 1970 (NSW) for payment of interest on a judgement debt.

We will not commence any legal action to collect money owing until we have assessed *your* capacity to pay *our* bills and while *you* are making payments in accordance with an agreed payment arrangement (unless the debt arises from the improper consumption of electricity). We are also entitled to recover any costs associated with a dishonoured payment or any other costs we incur in recovering any overdue amount from *you*.

### **Assistance Under Hardship & Concessions**

If *you* are having trouble paying a bill, please call *us* to let *us* know. If *you* are a *Residential Customer*, we can provide assistance with an instalment plan or other payment arrangements and will:

- assess *your* capacity to pay *our* bills;
- provide *you* with information about *our* assessment;
- provide *you* with information about how to contact an independent financial counsellor;
- provide information about energy efficiency and, if *you* wish, arrange an energy efficiency audit of *your Property* (for an *Additional Service Charge*);
- provide information about government concessions, rebates or grants that may be applicable to *you*. If we determine that *you* are eligible, we will deduct *your* state concession entitlements from *your* bill. For more information on concession entitlements, see *our* website or give *us* a call.

*You* must contact *us* if *you* think a payment by the due date may not be possible.

### **Instalment Plans**

If *you* are a *Residential Customer*, we may offer *you* the following payment options in accordance with the *Regulations* to meet *your* needs:

- payment of amounts in advance; and
- payment of any overdue amount and future bills by regular instalments.

### **Security Deposits**

In accordance with the *Regulations*, we may require *you* to pay a security deposit if:

- *you* owe *us* money from another supply address,
- *you* have used electricity illegally, or;
- in *our* reasonable opinion *you* have a poor credit history.

The total amount of security will not exceed *our* estimate of *your* electricity costs over a 3 month period. This is similar to a bond on a rental property. It will be repaid in full when *your Agreement* with *us* ends (unless it is offset against amounts payable by *you* to *us* for the supply of electricity or connection services).

### **Disconnection**

After taking certain steps as set out in the *Regulations*, *we* may disconnect *you* if *you*:

- refuse, when required, to provide a security deposit; or
- *you* do not pay any amount due to *us* under this *Agreement* by the due by date; or
- *you* have obstructed any authorised person in relation to any act, matter or thing done or to be done in carrying out any function under this *Agreement*; or
- *you* refuse or fail to give an authorised person access to the *Supply Address*

Providing *we* send *you* at least 2 written notices that *we* intend to disconnect *your* property and that these notices are sent at least 1 week apart. These notices will specify the grounds for *your* disconnection, indicate the date on or after *your* premises may be disconnected, advise *you* of any Government funded rebate or relief schemes or payment plans offered by *us* that are relevant to *your* situation, and will also inform *you* of *your* rights under the Guaranteed Customer Service Standards and to refer the matter to the NSW Electricity and Water Ombudsman (*EWON*).

*You* will only be disconnected if *you* have not complied with the requirement outlined in the notice and *we* have made attempts to contact *you* for the purpose of assisting *you* to remove the grounds for the impending disconnection, including at least one attempt after business hours. Each time *we* attempt to contact *you*, *we* will record this information on *your* account. No disconnection will occur until after the date specified in the notices which must be at least 14 days from the date *we* sent *your* first notice.

If *we* have arranged for *you* to be disconnected because *you* are in breach of this *Agreement*, then *we* will give *you* a further notice stating:

- that *your* supply address has been disconnected
- the grounds on which *you* have been disconnected
- a contact number so that *you* can discuss the matter with a member of *our* customer service team
- the arrangements that *you* must meet to be reconnected, including any costs payable by *you* to be reconnected
- the dispute resolution procedures that are available to *you* in relation to disputes between *you* and *us*.

You may also be disconnected or your supply interrupted by your *Distributor* in certain circumstances including:

- if you are not a party to a negotiated supply contract with us or a party to a new occupant supply arrangement or an exempt last resort arrangement as defined under the *Regulations*;
- for maintenance;
- for health and safety reasons;
- if a receiver, administrator, bankruptcy trustee or liquidator is appointed over any of your assets;
- in the case of an emergency; or
- if you are using electricity other than in accordance with the law.

**You will not be disconnected by us if:**

- your *Supply Address* is registered with your *Distributor* as a life support machine address; or
- you have made application for assistance under a concession, rebate or other government relief program or payment plan offered by us is pending; or
- you have made a formal complaint to EWON, directly related to the reason for disconnection until 3 *Business Days* after the date on which your complaint is received by EWON. If during those 3 *Business Days* EWON direct us not to disconnect you, we will comply with that request.

You will not be disconnected by us after 3pm on Monday to Thursday or anytime on a Friday, weekend, public holiday or the day before a public holiday.

You may request disconnection of your *Supply Address* at any time.

**Reconnection**

If your supply has been disconnected and you rectify your breach of this *Agreement* within a reasonable time, we will promptly request the *Distributor* to reconnect you. You may be required to pay a reconnection fee.

**What happens if you become insolvent or bankrupt?**

After taking certain steps as set out in the *Regulations*, we may disconnect you if we reasonably believe that you have become, or are likely to become insolvent, bankrupt or otherwise unable to pay all your debts as and when they become due and payable.

## **You must notify us of any change of control**

You must notify us immediately if:

- you sell your company or business; or
- there is a change of control of your company or business; or
- there is a change to the members of your partnership.

## **What happens when you move Premises?**

### **Connection**

You must notify us before you intend to move into a different Property if you wish us to continue to sell electricity to you at that Property. We will then arrange for the supply of electricity to the Property to be connected by your Distributor as soon as possible, and the NMI for that Property to be transferred to Red Energy (if it is not already supplied by us). We may charge you a connection fee, and may increase or decrease your tariffs to reflect the tariffs applicable to that Property.

If you are on a Fixed Term Contract, you can transfer your existing Fixed Term Contract to your new Property without the need to enter into a new Fixed Term Contract with us. We may vary your tariffs to reflect the tariffs applicable to your new Property. The Pay On Time Discount applicable to your existing Fixed Term Contract will also be transferred to your new Property. We will confirm your new tariffs to you with a notice together with your new Property's details such as your new Supply Address and its NMI. 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.

### **Disconnection Requested by You**

You must give us at least 72 hours notice that you intend to vacate a Property. Failure to do so will result in you remaining responsible for any electricity consumed at the Property until 72 hours after you give us notice or until there is another contract for the supply and sale of electricity at your Supply Address (whichever is earlier). If you have been forced to leave the Property you will remain responsible for any electricity consumed at the Property until you notify us. If you are not remaining a customer of Red Energy, you must also provide us with a forwarding address for the final bill. We also have the right to charge you a disconnection fee.

You understand and agree that nothing in this Agreement affects any right or obligation of the Distributor or us under any Relevant Law or a contract for connection services with you to refuse to supply, or to discontinue or interrupt your electricity supply to your Property.

## Limits to our Liability

*You* acknowledge that the quality, frequency, voltage and continuity of supply of electricity is subject to a variety of factors outside *our* control. Unless required under law, *we* give no condition, warranty or undertaking, and *we* make no representation to *you* about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this contract. So far as the law allows, *we* are not liable for any loss or damage *you* suffer (whether due to negligence or otherwise) because of the electricity *we* sell to *you* under this contract. In particular, *we* are not liable for any loss or damage *you* may suffer because there is a failure of electricity supply, or there is a defect in the electricity supplied (however caused), or some characteristic of the electricity supply such as voltage or frequency makes it unsuitable for some purpose. *We* confirm that this *Agreement* does not vary or exclude the operation of the law that provides an immunity, limitation of liability or indemnity for *us* (including under the *Regulations*).

If *you* are a *Business Customer* *you* must take reasonable precautions to minimise the risk of loss or damage to any equipment, property or business of *yours* which may result from poor quality or reliability of electricity supply.

*Our* liability to *you* for breach of any conditions, warranties or rights implied by the Trade Practices Act 1974, Fair Trading Act 1987 or any equivalent law is limited to the maximum extent permitted by those Acts or laws. In particular, to the extent permitted by those Acts or laws, *our* liability for a breach of any condition, warranty, representation or right which is implied into this *Agreement* by one of those laws will (at *our* option) be limited to providing to *you* equivalent goods, replacement goods or payment of the cost of acquiring equivalent goods or re-supplying the service or the payment of the cost of having the services supplied again.

*You* must indemnify *us* for any breach by *you* of this *Agreement* or *your* negligence to the maximum amount which *we* are entitled to be compensated under the common law (including in equity) or statute.

## **Force majeure**

A force majeure event is an event outside the reasonable control of *you* or *us*, other than any obligation to pay money, which would result in *you* or *us* (the 'affected party') being in breach of this *Agreement*. If a force majeure event occurs, the affected party will not be in breach of this *Agreement* for non performance of the obligations affected by the force majeure event for as long as the force majeure event continues. The affected party must notify the other party promptly of the force majeure event giving full particulars of it, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

The affected party must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible (although neither of *you* nor *us* are required to settle any industrial dispute if that is the force majeure event).

If the effects of the force majeure event are widespread we will give *you* notice by making the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.

## **Information and Enquiries**

### **Complaint handling**

At *Red Energy* we are committed to constant improvement in *our* customer service. *We* want to know when things go right and when things go wrong. *We* will try hard to make sure that *your* service is as *you* would expect. If however *you* do have a problem, please call *our* customer service team and *we* will review any complaint, whether made in writing or orally. Please give *us* *your* reasons for seeking a review of *our* actions. *We* will try to resolve *your* problem immediately but if the problem is too difficult to do so, *we* will refer it to *our* more senior personnel to resolve. After assessing the problem *we* will write to *you* within 14 days and inform *you* of the outcome. If *we* need to take further steps, for example if the problem is of a technical nature requiring the involvement of *your* *Distributor*, *we* will write to *you* and explain what is happening. If *you* are not satisfied with *our* response, *you* may request that *your* complaint be raised to a higher level in *our* organisation.

If *you* are still unsatisfied with *our* response, *you* may also refer any complaint or dispute about *our* service to the Electricity & Water Ombudsman of NSW on their free call number 1800 246 545.

### **Faults and Emergencies**

If *you* experience a supply fault (such as a power surge) or failure, *you* can call the faults and emergencies number on *your* bill.

Your bill will also include a 24 hour number on which you can receive information about supply faults and difficulties.

## **Other Information**

Just give *us* a call if *you* would like additional information free of charge on:

- *your* account and how to pay;
- energy efficiency and tips on how to reduce *your* bill
- concession information
- *your* historical billing information (where *we* have the information)
- any of *our* *Additional Service Charges*; and
- *our* tariffs, products, services and market contract offers.

*You* must advise *us* of any change in *your* contact details.

## **Guaranteed Customer Service Standards**

The terms and conditions under which *we* supply *you* with electricity, including these guaranteed customer service standards, comply with the requirements imposed under the *Regulations*.

### **Telephone number for faults and information**

*Your* electricity bill will contain details of a contact phone number that operates 24 hours a day, 7 days a week which *you* call to obtain information or report faults and difficulties for the cost of a local call. *You* can also call *us* on 131 806 for the price of a local call during business hours for all enquiries concerning billing and other services provided by *us*.

### **Appointments**

If *we* keep *you* waiting for more than 15 minutes from an agreed meeting time *we* will credit \$25 to *your* next bill.

### **Complaints Handling**

*We* have established a complaints policy which sets out the procedures *we* follow when responding to *your* complaints and enquiries. More information relating to *our* complaints policy can be found under the heading 'Information and Enquiries' of this charter. Please refer to *our* website to view *our* complaints policy.

### **Discontinuation of supply**

*We* may only discontinue *your* electricity supply if *we* satisfy the requirements under the *Regulations*. The procedures *we* must follow to discontinue *your* electricity supply are set out in this *Agreement* under the heading 'Disconnection'.

### **Minimum standards of service**

*Red Energy* is committed to providing quality and reliable services in accordance with *our* minimum service standards that can be located on *our* website or can be obtained by calling *us*.

## **This Agreement**

### **Variation**

We will comply with all *Regulations* when making any changes to this *Agreement*. You understand and agree that we may change this *Agreement*, including your tariffs, by giving you written notice of any amendment before any change comes into effect. You cannot vary this *Agreement* without our consent.

### **Notices**

All notices under this *Agreement* must be given in writing and given by hand, by fax, by mail or by email to the last address we have for each other.

### **Transfer to another party**

You need to get our consent if you want to assign this *Agreement*. We may assign this *Agreement* without your consent provided we comply with all Relevant Laws and give you written notice.

### **Last Resort Supply Arrangement**

This *Agreement* will terminate immediately in the event that we are no longer entitled to sell you electricity if a last resort supply arrangement is implemented. If this *Agreement* is terminated due to a last resort supply arrangement, we will arrange for your property to be transferred to another *Retailer* in accordance with the *Regulations*. We are not entitled to any payment or compensation by you in the event of a last resort supply arrangement.

### **Energy Efficiency**

If you request, we will provide you free of charge, information about efficient energy consumption and tips on how to reduce your energy bill.

### **Applicable Regulations**

This *Agreement* complies with the applicable provisions of the Electricity Supply Act 1995, the Electricity Supply (General) Regulation 2001 and other instruments made under these Acts.

You and we agree to comply with all requirements in the *Regulations* except where this *Agreement* is different to those requirements and where that difference is permitted by the *Regulations*, in which case this *Agreement* will apply. In particular, the *Regulations* set out our obligations to you and your obligations to us and this *Agreement* cannot be inconsistent with the *Regulations*. If a term or condition of this *Agreement* is inconsistent with the *Regulations* it is void and the corresponding term or condition in the *Regulation* is incorporated into this *Agreement* instead.

We will inform *you* of any amendment to the *Regulations* that materially affects *your* rights, entitlements and obligations as soon as reasonably practicable after that change is made. If *you* request it, *we* will also provide *you* with a free copy of the relevant *Regulations* (which, if *you* request, can be a large print copy).

## **Important Information**

In this section titled 'Important Information' *you* includes any individual company director or principal of a business or partnership signing this *Agreement* on behalf of the Business.

### **Exchange of Credit Worthiness Information Between Credit Providers (Privacy Act 1988)**

By entering into this *Agreement*, *you* agree that *we* may exchange information about *you* with other credit providers under the Privacy Act 1988 for the purpose of assessing an application by *you* for credit; assisting *you* to avoid defaulting on *your* credit obligations; notifying other credit providers of a default by *you*; exchanging information with other credit providers as to the status of this credit where *you* are in default with other credit providers; or to assess *your* commercial or consumer credit worthiness.

The information exchanged can include anything about *your* credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange or are not prohibited from exchanging under the Privacy Act 1988 for the purposes permitted by that Act.

### **Disclosure of Credit Information to a Credit Reporting Agency (Privacy Act 1988)**

This *Agreement* constitutes a contract for credit. *You* also agree that *we* may give commercial or consumer credit information to a credit reporting agency either for the purpose of obtaining a credit report about *you* or allowing the credit reporting agency to create or maintain a credit information file containing information about *you*, or both. This information may be given before, during or after the provision of credit to *you*. This information may include: *your* name, gender and date of birth; *your* current and previous addresses; the fact that *you* have applied for credit; the fact that *we* provide credit to *you*; the existence of any loan repayments which are overdue by more than 60 days and for which debt collection action has started; advice that payments are no longer overdue; information that, in *our* opinion, *you* have committed a serious credit infringement; or information about cheques drawn by *you* for \$100 or more which have been dishonoured more than once.

## **Privacy and Personal Information**

*Red Energy* is committed to respecting *your* privacy and complies with the National Privacy Principles under the Privacy Act 1988, including standards of collection and disclosure of and access to personal information. To help *us* maintain these standards, *we* may request that *you* provide *us* with acceptable identification and contact details and, in relation to a request by *you* for connection of electricity to a rental property, contact details for the property owner or the owner's agent. *Red Energy* collects personal information about *you* to assist in the operation of *our* business and the delivery of electricity and other products and services. If *you* do not provide *us* with this information *we* may not be able to provide *you* with *our* full range of products and services.

From time to time *we* may provide *you* with promotional material. If *you* do not wish to receive this information, please let *us* know. *We* may disclose *your* information to organisations *we* engage to assist *us* with delivering *our* products and services, including credit reporting and debt collecting agencies, *our* related companies and joint venture partners, authorised representatives and professional advisors such as lawyers and auditors. *We* may also disclose *your* personal information where required or authorised by law, for example to the courts, and to government or regulatory authorities. *You* can request access to the information *we* hold about *you* at any time by writing to *our* Privacy Officer at *our* ordinary mailing address.

## **Your acknowledgement for receipt of marketing material**

By entering into this *Agreement* *you* acknowledge that *you* have been made aware of or have received the following information relating to this *Agreement*:

- the name, street address and contact number and email address if the *Agreement* is being entered into via email of the *Marketer* and , if different, the *Retailer* with whom the *Agreement* will be entered into;
- the existence of any fee or commission that the *Marketer* is entitled to receive from a *Retailer* pursuant to the marketer's role in arranging or facilitating the *Agreement* with the Customer
- the premises to which the *Agreement* is to apply;
- the time period for which the acceptance of the offer to enter into the *Agreement* is valid;
- the duration of the *Agreement*, including any available extension and the terms and conditions, including any fees applicable, of any such extension of the *Agreement*;

- the extent to which the price offered is inclusive of all costs. If the price offer does not include all costs, then those costs that are not included, together with how they will be charged, must be disclosed;
- *your* right to an applicable Standard Form Contract and how the terms of the offered *Agreement* (including all costs), differ from any applicable Standard Form Contract;
- *your* rights and obligations as prescribed by the *Regulations* following the cooling-off period;
- the name, street address and contact number of the person responsible for arranging Customer Connection Services, if not the Customer;
- any requirements for security deposits to be paid by *you* (if applicable) and when such deposits will be payable;
- any penalties or charges that may be imposed on *you* for variation in load, early termination or otherwise (if applicable);
- *your* right to bring complaints to the Ombudsman;
- the existence of the NSW Marketing Code and the fact that it is binding on *Marketers*;
- details of conditions relating to *your* entitlement to any cooling-off period;
- the expected date of commencement of the supply of electricity under this *Agreement*;
- notification that by *you* entering into this *Agreement* constitutes *your* explicit informed consent to transfer to the *Retailer* of *your* choice;
- any other information reasonably necessary for *you* to make an informed decision about whether or not to enter into this *Agreement* offered by the *Marketer*;
- if *you* are applying for supply under a Standard Form Contract, *your* right to enter into a negotiated contract with a *Retailer* of choice;
- if *you* request, that *you* have also received the following information
  - all terms and conditions of any Supply Arrangement offered by that *Marketer*;
  - *your* rights under the terms and conditions of any applicable Standard Form Contract;
  - *your* entitlement to any concessions or rebates;
  - the arrangements that are in place for competition in the supply of electricity in NSW; and
  - *your* rights and the *Marketer's* obligations under the Code.

## Definitions:

**Agreement** means this Charter together with any *Additional Terms and Conditions* agreed to by you.

**Additional Service Charges** includes any charges incurred by you (and as explained by us prior to you incurring such charges) for services requested by you, administrative charges relating to your service, services required to enforce this *Agreement* or services we are required to provide to you under *Regulations* (such as meter upgrades), and includes Excluded Service Charges (as defined in the *Regulations*). Please call us or visit our website for up-to-date information about these charges. Any Additional Service Charge we charge you will be fair and reasonable having regard to our related costs.

**Additional Terms and Conditions** means the terms and conditions agreed between you and us which, together with this Charter, form the *Agreement* between you and us for the sale and purchase of electricity. The *Additional Terms and Conditions* include the *Product and Pricing Schedule*.

**Business Customer** means a customer who consumes electricity at a premise designated by the *Distributor* as a business.

**Business Day** means a day other than a Saturday or Sunday or a public holiday in New South Wales.

**Distributor** means the company which owns and operates the poles and wires which deliver electricity to your *Property*.

**EWON** means the Electricity and Water Ombudsman (NSW).

**Early Termination Fee** means the fee imposed for terminating a *Fixed Term Contract* before its expiry date (as specified in your *Product and Pricing Schedule*).

**Fixed Term Contract** means an *Agreement* between a customer and *Red Energy* for the supply of electricity for a fixed period of time (as specified in your *Product and Pricing Schedule*).

**Marketer** means a party authorised by *Red Energy* to sell or make marketing representations on its behalf.

**NMI** means the national meter identifier which is the unique identifying mark that identifies your *Supply Address*.

**No Fixed Term Contract** means an *Agreement* between a customer and *Red Energy* which is not a *Fixed Term Contract*.

**Product and Pricing Schedule** means the document of that title which sets out *your* details, *your* account and *your* tariffs.

**Red Energy, us or we, our and ours** means Red Energy Pty. Limited ABN 60 107 479 372.

**Regulations** means any Acts, orders, rules, regulations, guidelines, licences, codes, including the Electricity Supply Act 1995, the Electricity Supply (General) Regulations 2001, and the NSW Marketing Code or other regulatory instrument in force from time to time that governs the supply or sale of electricity in New South Wales.

**Residential Customer** means a customer who purchases electricity principally for personal, household or domestic purposes at the relevant *Supply Address*.

**Retailer** means a company which is licensed to sell electricity in New South Wales.

**Supply Address, Property or Premises** means the address for which *you* have agreed to purchase electricity from *us*.

**You (or your)** means the person who has accepted this *Agreement* provided that *you* are a small retail customer as defined under the *Regulations* consuming less than 160 MWh/year. Where the customer consists of more than one person, or where the person has accepted on behalf of a Business and that Business consists of:

- more than one person, each person;
- a partnership, each partner, is jointly and severally bound by the obligations in this *Agreement*.

In this *Agreement*, unless the context requires otherwise:

- (i) headings are for convenience only and do not affect the interpretation of any part of this *Agreement*;
- (ii) words importing the singular include the plural and vice versa;
- (iii) a reference to *us* connecting or disconnecting or reconnecting *you* is to be construed in accordance with the *Regulations*; and
- (iv) in the *Product and Pricing Schedule*, terms defined in this Charter are capitalised but not italicised.

## Other Contacts

### Electricity and Water Ombudsman of New South Wales (EWON)

Freecall: 1800 246 545

Freefax: 1800 812 291

Mail: PO Box K1343, Haymarket 1240

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

Website: [www.ewon.com.au](http://www.ewon.com.au)

### NSW Department for Water & Energy

GPO Box 3889

Sydney NSW 2001

Phone: 1300 136 888

Email: [information@dwe.nsw.gov.au](mailto:information@dwe.nsw.gov.au)

Website: [www.dwe.nsw.gov.au](http://www.dwe.nsw.gov.au)

**Telephone Interpreter Service: 131 450**

Servicios de interpretacion

Υπηρεσία Διαμενηέων

Servizio Interpreti

Dịch Vụ Thông Ngôn

傳譯員服務

خدمة الترجمة الشفهية

**TTY (for hearing impaired customers): 1300 303 889**

## How to Contact Us

### Our team is available for you:

Monday to Friday: 8 am to 8.30 pm

Saturday: 9 am to 5.30 pm

**Tel:** 131 806

**Fax:** 1300 66 10 86

**Email:** [enquiries@redenergy.com.au](mailto:enquiries@redenergy.com.au)

**Website:** [redenergy.com.au](http://redenergy.com.au)

### Or, you can write to us at:

Red Energy Pty. Limited

PO Box 4136, East Richmond, VIC 3121

## NSW Cancellation Notice

This notice can be used to cancel this *Agreement* with Red Energy Pty Limited during the cooling off period. *You DO NOT* need to do anything to cancel *your* existing *Agreement* with *your* current/old Retailer – *we* will do this for *you*.

To the Retailer

Name: Red Energy Pty Limited

Address: 2 William Street  
(or PO Box 4136)  
East Richmond VIC 3121

Fax Number: 1300 661 086

Phone Number: 131 806

Date of Agreement: .....

Your Supply Address: .....

.....

.....

Customer Number: .....

I wish to cancel this *Agreement* with Red Energy Pty Limited.

Reason: .....

.....

Signature of Purchaser: .....

Date: .....

**good energy**  
**good for australia**  
**good for you**



Printed on 100%  
Australian made  
recycled paper.



**Contact us**

**Phone:** 131 806

**Website:** [redenergy.com.au](http://redenergy.com.au)

**Email:** [enquiries@redenergy.com.au](mailto:enquiries@redenergy.com.au)

**Address:** 2 William Street, East Richmond, VIC 3121

Red Energy Pty. Limited ABN 60 107 479 372

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