

good policy

**customer charter
south australia**



Who is Red Energy?

*Red Energy*¹ is an electricity *Retailer* which has been formed to provide *you* with a real alternative and choice of competitive offers in the electricity market in South Australia. 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*. *You* will have a separate connection and supply contract with *your Distributor*. Unless *you* negotiate a different arrangement with *your Distributor*, *your* connection and supply contract will automatically come into place by operation of the law.

Renewable Energy

Red Energy is committed to protecting *our* environment by supporting the generation of electricity from renewable sources. So for every kilowatt hour of electricity *you* purchase from *Red Energy*, we will purchase a kilowatt hour of electricity produced from a renewable energy 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 market 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 request a large print copy of this Charter, *our* friendly customer service advisors are available to assist on 131 806.

How does this Agreement work?

The Term of this Agreement

Your Product and Pricing Schedule will specify the term of *your Agreement*. 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*.

If you are on a *Fixed Term Contract*, we will notify you between 20 and 40 *Business days* before *your Agreement* expires. This notice will provide you with information on the electricity supply options available to you when the term of *your Agreement* expires. We may also include in this notice an offer setting out in advance the tariffs, terms and conditions that will apply if you accept this offer. If you reject this offer, or 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 of our Easy Saver Product until this *Agreement* is varied in accordance with this *Agreement* or is terminated by either you or us by giving the other party at least 20 *Business days* notice. These standard terms and conditions can be found on our website.

When does this Agreement start?

If you are not an existing customer of ours, this *Agreement* commences on the date on which your *NMI** is transferred to us.

If you are an existing customer of ours, this *Agreement* commences on the date specified in your *Product and Pricing Schedule*.

The Cooling Off Period

You have 10 clear *Business days* from and including the day you receive our *Agreement document* (the cooling off period), to notify us that you do not wish to continue with this *Agreement*. You may also have rights to cancel the *Agreement* in certain circumstances under the Fair Trading Act 1987 (S.A.).

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 20 *Business days* 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. You must give us at least 3 *Business days* notice of the date that you intend to move out and a forwarding address so that we can send your final bill. If you do not give us the required notice, you may be liable for the electricity charges at the *Supply Address* until 3 *Business days* after you do give notice; 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*. This fee is payable even if you give us 20 *Business days* notice as required under this *Agreement*. 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. No *Early Termination Fee* is payable if you are on a *Fixed Term Contract* and your tariff is increased by more than the *CPI*.

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 consumption of electricity and a supply 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. The notice will be given to you as soon as possible, and in any event, not later than your next bill, 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.

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 include, among other things:

- your name, account number, *Supply Address* and mailing address
- the period covered by the bill
- the relevant tariffs
- the total amount of electricity consumed in the period
- the amount payable by you and the due date
- a telephone number for billing and payment enquiries and a 24 hour faults and emergencies number
- the amount of arrears or credit and the amount of any security deposit provided by you
- consumption and greenhouse gas emissions graphs
- including comparisons between consumption and emissions in your bills over the previous 12 months (where available) in accordance with *Relevant Laws* details of charges derived from a proportion of your usual billing period
- the *NMI* assigned to your *Supply Address*.

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 least once in each 12 month period. 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, in these circumstances, 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 *Retail Code*.

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 all of the unpaid amount. We may disconnect your *supply address* immediately if you use electricity illegally or tamper with or bypass your meter or associated equipment.

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. If however the meter is recording correctly, you must then pay the unpaid amount and you must also pay the cost of this test. If the bill is incorrect we will adjust it.

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 or, in the case of an overcharge, *we* can repay the amount within 10 *Business days* according to *your* reasonable instructions.

Only amounts undercharged in the previous 12 months prior to *your* last bill 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. If *you* are a *Business Customer*, *we* may charge *you* interest on a late payment at a rate and on terms approved by the Essential Services Commission of South Australia. *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
- By mail (cheque or money order only)
- in person at any Australia Post outlet; and
- Post BillPay

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*.

Concessions

We can provide *you* with information on various government assistance and concession schemes which *you* may be entitled to. If *you* provide *us* or the Department for Families and Communities (DFC) with *your* concession details (and *you* are determined eligible), *we* will deduct *your* state concession entitlements from *your* bill. For more information on concession entitlements, see *our* website or give *us* or the DFC a call.

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 *Retail Code* and *Relevant Laws*. 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.

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 in accordance with the *Retail Code* (unless the debt arises from the improper consumption of electricity).

We are also entitled to recover any costs associated with a dishonoured payment.

Assistance Under Hardship

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 the right to have a bill redirected to a third person who is prepared to give *us* their written consent;
- provide information about concessions, rebates or grants that may be applicable to *you*.

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* the following payment options are available in accordance with the *Retail Code* to meet your needs:

- payment of amounts in advance; and
- payment of any overdue amount and future bills by regular instalments. However, we do not have to offer you an instalment plan if you have failed to comply with 2 instalment plans in the previous 12 months.

Security Deposits

In some circumstances in accordance with the *Retail Code*, we may require you to pay a security deposit. This is similar to a bond on a rental property. It will be repaid within 10 *Business days* in full, along with interest, when you have completed one year (*Residential Customer*) or two years (*Business Customer*) of payments by the due dates, or your *Agreement* with us ends (unless it is offset against amounts payable by you to us). However, if the amount of the security deposit is less than \$100 and your *Agreement* has not ended, it will be credited to your next bill.

Shortened Bill Cycles

If you get placed on a shortened bill collection cycle, in accordance with the *Retail Code*, you will have received reminder notices for three consecutive bills, or two consecutive disconnection warnings. Whilst on a shortened collection cycle, if you do not pay by the due date you will no longer be sent reminder notices and you will only be sent a disconnection warning meaning you will have less time to pay. This will continue until you pay three consecutive bills by the due date.

Disconnection

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

- refuse, when required, to provide a refundable advance; or
- you do not pay any amount due to us by the due by date; or
- you refuse or fail to give an authorised person access to the meter for 3 consecutive billing cycles; or
- in the case of *Residential Customers*, you refuse to agree to an offer made in accordance with the *Retail Code* of an instalment plan or other payment option to pay your bill

providing we have given you a disconnection warning which states that we may disconnect you no sooner than 5 *Business*

days after the date of receipt of the notice, and you have continued not to comply with the relevant requirement. There are also other circumstances in which we may arrange for disconnection in accordance with the *Retail Code*.

You will not be disconnected by us if:

- your *Supply Address* is registered with your *Distributor* as a life support machine address;
- any formal complaint you have made to *Energy Industry Ombudsman of S.A.*, directly related to the reason for disconnection, remains unresolved;
- if you have formally applied for assistance from a government agency for a concession, rebate or grant which has not yet been decided;
- any non-payment by you relates only to a charge not for electricity; or
- the amount outstanding is less than the specified amount set by the Essential Services Commission of S.A.

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

- for maintenance;
- for health and safety reasons;
- 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 after 3 pm 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 10 *Business days*, we will reconnect you on request. You may be required to pay a reconnection fee.

If that request is made before 4 pm on a *Business Day*, we will reconnect you that day if you live in the Adelaide central and metropolitan areas. If you live outside of this area and make a request to be reconnected before 4 pm on a *Business day*, we will reconnect you the next *Business day*. After 4 pm and before 9 pm you may still be able to be reconnected on the same day if you pay the after hours connection fee depending on where your *Supply Address* is located.

What happens if you become insolvent or bankrupt?

After taking certain steps as set out in the *Retail Code*, 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 for 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 in any event, not later than *your* next bill, and will vary *your* *Product* and *Pricing Schedule* as set out in the notice.

Disconnection

You must notify *us* at least 3 *Business days* before *you* intend to vacate a *Property*. Failure to do so will result in *you* remaining responsible for any electricity consumed at the *Property* until 3 *Business days* after *you* give a notice to *us* 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* give a notice to *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.

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 *Relevant Laws*, 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 *Relevant Law*).

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, or any other laws is limited to the maximum extent permitted by those laws. In particular, to the extent permitted by those laws, *our* liability for a breach of any condition, warranty, representation or right which is implied into this *Agreement* by 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* 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 Energy Industry Ombudsman of S.A. on their freecall number 1800 665 565.

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.

Other Information

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

- *your* account and how to pay;
- energy efficiency
- 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.

This Agreement

Variation

This *Agreement* may be varied by agreement in writing between *you* and *us*. However, *we* do not need *your* agreement where the tariff *we* charge *you* is changed in accordance with this *Agreement*.

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

We may assign or novate this *Agreement* to another party with *your* consent or in the event that *we* sell all or substantially all of *Red Energy*. *We* will give *you* notice of this. *You* need to get *our* consent if *you* want to assign this *Agreement*.

Last Resort Event

This *Agreement* will terminate immediately in the event that *we* are no longer entitled to sell *you* electricity due to a *last resort event*. If a *last resort event* occurs, *we* will provide *your* personal details to the entity appointed as *your* new *Retailer* within 1 *Business day*.

Relevant Law

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

We will inform *you* of any amendment to the *Retail Code* 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 *Retail Code* (which, if *you* request, can be a large print copy).

Default Contract Customers

If *you* take supply of electricity at a *Supply Address* without first entering into a supply contract for that *Supply Address* with *us* or another *Retailer*, and we were the last *Retailer* to have a supply contract with a customer for the sale of electricity for that *Supply Address*, *you* will be deemed to be a customer of *ours* by default. The terms and conditions governing *our* sale of electricity to *you* are provided in *our* default customer contract which is published in the government gazette.

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.

Definitions:

Additional Service Charges means any charges incurred by *you* (and as explained by *us* prior to *you* incurring such charges) for services requested by *you*, or services required to enforce this *Agreement*, and includes Excluded Service Charges as defined in the relevant law.

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*.

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

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 the State of South Australia appointed under the Holidays Act 1910 (S.A.).

CPI means the most recent annual percentage change in the Consumer Price Index (All Groups) Average of Eight Capital Cities published by the Australian Bureau of Statistics at the time of any price change.

DFC means the Department for Families and Communities.

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

DVA means the Department of Veteran Affairs.

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*).

EIOSA means the Energy Industry Ombudsman of South Australia.

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*).

Guideline means a guideline published by the Essential Services Commission of South Australia.

Last resort event means an event which triggers the operation of *our* last resort scheme approved by the Essential Services Commission of South Australia.

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.

Relevant Laws means any Acts, orders, rules, regulations, guidelines, licences, codes or other regulatory instrument in force from time to time that governs the supply or sale of electricity in South Australia.

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

Retail Code means Part A of the Energy Retail Code issued by the Essential Services Commission of South Australia as amended from time to time.

Retailer means a company which is licensed to sell electricity in South Australia.

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 an electricity customer who consumes 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 *Retail Code*; and
- (iv) in the *Product and Pricing Schedule*, terms defined in this Charter are capitalised but not italicised.

Other Contacts

Energy Industry Ombudsman of South Australia

GPO Box 2947, Adelaide, South Australia, 5001
Freecall (except mobile service): 1800 665 565
Free fax: 1800 665 165
www.eiosa.com.au

Essential Services Commission of South Australia

GPO Box 2605, Adelaide, South Australia, 5001
Phone: (08) 8463 4444
Fax: (08) 8463 4449
www.escosa.sa.gov.au

Department of Families and Communities (Families S.A.)

Locations throughout South Australia. Refer to your White Pages for contact details of your local office.

Telephone Interpreter Service: 131 450
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

Website: redenergy.com.au

Or, you can write to us at:

Red Energy Pty. Limited
PO Box 4136, East Richmond, VIC 3121

good energy
good for australia
good for you



Contact us

Phone: 131 806

Website: redenergy.com.au

Email: enquiries@redenergy.com.au

Address: 2 William Street, East Richmond, VIC 3121

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