

good policy

**customer charter
victoria**



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1. Who is *Red Energy*?

Red Energy is a gas and electricity *Retailer* which has been formed to provide *you* with a real alternative and choice of competitive offers in the Victorian *energy* market. *Red Energy* is owned by Snowy Hydro Limited, an Australian company that generates renewable *energy* and provides other energy-related products. Overall we believe in keeping things simple – after all, purchasing *energy* really shouldn't have to be that hard!

Red Energy sells *you* electricity and gas and is the main point of contact for *your energy* needs.

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.

2. Who is a *Distributor*?

Another company, called a *Distributor*, owns and manages the pipes, poles and wires outside *your Supply Address* which deliver the gas and electricity to *you*.

You should contact *your* *Distributor* directly and in the first instance in the event of a fault or emergency. Their number is printed on *your* bill.

3. This Charter and *Your Agreement*

3.1. What comprises *your Agreement*

This Charter, together with any *Additional Terms and Conditions* (including *your Product and Pricing Schedule*), form the terms and conditions on which we agree to supply and sell *you energy* and *you* agree to buy *energy* from *us*. These documents set out *our* services and responsibilities as *your energy Retailer* and *your* rights and obligations as *our* customer. These documents contain defined terms which appear *like this* and which are set out at the end of this Charter or in the text of this Charter.

Your Product and Pricing Schedule will specify the term of *your Agreement*, whether *you* have agreed to purchase electricity and /or gas from *us* and the details of charges.

If we supply *you* with both electricity and gas, *you* have a separate *Agreement* with *us* for each *energy*.

3.2. Assumptions

We have entered into this *Agreement* with *you* based on some assumptions and information known to *us* at the time of offer, for example, the type of meter installed at *your Supply Address* and the relevant tariff charged by the *Distributor* to *us* for providing *energy* supply to *your Supply Address*. 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 Supply Address) then we will notify you of this and this Agreement will terminate.

3.3. What type of customer are you?

For the purposes of this Agreement, you are classified as one of the following categories of customer:

- (a) a *Residential Customer* - if you purchase energy principally for personal, household or domestic purposes at the relevant Supply Address; or
- (b) a *Business Customer* - if you are a business customer who purchases energy (but not principally for personal, household or domestic purposes) and:
 - (i) for the purposes of electricity, consumes less than 40 MWh per year; or
 - (ii) for the purposes of gas, consumes less than 1000 GJ of gas per year; or
- (c) a *Corporate Customer* - if you are a business customer who purchases energy (but not principally for personal, household or domestic purposes) and:
 - (i) for the purposes of electricity, consumes 40 MWh or more per year; or
 - (ii) for the purposes of gas, consumes 1000 GJ or more of gas per year.

Unless otherwise stated in this Charter, the terms of this Charter apply to all classes of customers.

3.4. Understanding this Charter and your Agreement

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.

4. Starting and ending this Agreement

4.1. The Term of this Agreement

You can nominate, prior to the commencement of this Agreement, if you want a *Fixed Term Contract* or a *No Fixed Term Contract*. This will be specified in your *Product and Pricing Schedule*. If you nominate a *Fixed Term Contract* and you do not contact us prior to the end of that *Fixed Term Contract*, you will automatically enter into a new Agreement with us at the expiry of an existing *Fixed Term Contract* in accordance with clause 4.6 of this Agreement.

4.2. Commencement of this Agreement

If you are not an existing customer of ours, this Agreement commences on the date you accept the terms of this Agreement (either orally or in writing). If you nominate a Fixed Term Contract, our obligation to supply and sell you energy and your obligation to pay for the energy consumed at your Supply Address does not become binding unless and until your assigned meter identifier(s) is transferred to us. Your assigned meter identifier is a unique number on your Supply Address that identifies your electricity or gas meter. Your electricity assigned meter identifier is a NMI and your gas assigned meter identifier is a MIRN.

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

4.3. 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. In addition, you may have rights to terminate the Agreement in certain circumstances under the Fair Trading Act 1999 (Vic).

4.4. Early termination

You can terminate this Agreement by providing us with at least 28 days notice. If you are on a No Fixed Term Contract, you may terminate this Agreement at any time without paying the Early Termination Fee. If you are on a Fixed Term Contract and your Agreement is terminated by you before its expiry date (including before your assigned meter identifier is transferred to us, but after your cooling-off period has expired), you will have to pay the Early Termination Fee specified in your Product and Pricing Schedule. The Early Termination Fee will be 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 of the termination, we will refund any Early Termination Fee paid by you in respect of the termination.

4.5. Our rights to terminate this Agreement

We can, in accordance with the Relevant Laws, terminate this Agreement. For example, we can terminate if you breach this Agreement in a way that gives us the right to disconnect your energy supply (eg: for non-payment) and, after disconnection, you no longer have the right to be reconnected. Further details are set out in this Charter. We will only exercise our rights to terminate in accordance with the Relevant Laws.

4.6. The expiry of your Fixed Term Contract

If you are on a Fixed Term Contract, we will notify you in writing no sooner than 2 months before, and no later than 1 month before, the expiry of your Agreement. This notice will provide you with information on the energy supply options available to you when the term of your Agreement expires. If you do not choose an

option or choose to move to another *Retailer* when this *Agreement* expires, *our* arrangements will continue on a new *Agreement* on the terms and conditions (including any fixed term) and tariff set out in *our* notice to *you*.

4.7. Transferring to another Retailer at your Supply address

If *you* wish to transfer to another *Retailer* at *your Supply Address*, *you* (or *your* new *Retailer* on *your* behalf) must notify *us* in writing at least 28 days before *you* wish to terminate this *Agreement* and transfer *your* energy supply. *Your* transfer will be arranged in accordance with the Relevant Laws.

4.8 Timing of termination

The termination of this *Agreement* is not effective until:

- if this *Agreement* is terminated because *you* enter into a new agreement with *us*, the expiry of any cooling-off period for the new agreement;
- if this *Agreement* is terminated because *you* transfer to another retailer for *your Supply Address*, when the other retailer becomes responsible for that address under the *Relevant Laws*; or
- if *your Supply Address* is disconnected, when *you* no longer have a right under the *Relevant Laws* to be reconnected.

4.9 Termination for a last resort event

Where a *last resort event* occurs in relation to *us*, this *Agreement* will automatically terminate and *you* will not be liable for an *Early Termination Fee*.

5. Billing and Payment

5.1. What will you be charged

5.1.1 Your tariff

You agree to pay *us* the tariff and the service to property charge as set out in *your Product and Pricing Schedule*.

Unless otherwise specified in *your Product and Pricing Schedule*, the tariff *you* agree to pay for energy consumed under this *Agreement* is a variable tariff. *You* understand and agree that *we* may vary *your* variable tariff, service to property charge and/or *your* Pay on Time Discount™ by providing *you* with written notice. The notice will be given to *you* as soon as practicable before the tariff change and, in any event, not later than *your* next bill. If *you* are on a *Fixed Term Contract* and *your* tariff is increased above the *Standing Offer*, *you* may terminate this *Agreement* within 30 days of receipt of the notice and *we* will waive any applicable *Early Termination Fee*.

5.1.2 Additional Service Charges

You must pay *us* any *Additional Service Charges* *you* incur for any other goods and services which *we* supply to *you*.

5.1.3 Meter upgrade fee

If you are a *Corporate Customer* and we are required to upgrade your meter under the *Relevant Laws* or by the *Distributor*, we may also charge you a meter upgrade fee and you agree to pay us that fee.

5.2. Payment allocation

If we supply you with both electricity and gas, we will apply your payments for electricity and gas charges in accordance with your instructions. If you give us no instructions, we will apply your payments in proportion to the relative value of those charges. In the event that you finalise any account with us, we have the right to transfer any credit balance to any other account with an amount outstanding that you have with us.

5.3. Your bill

If you are a *Residential Customer* or *Business Customer*, we will issue your bill:

- quarterly for electricity, or as agreed with your consent in writing;
- every two months for gas, or as agreed with your consent in writing; or
- if you acquire both electricity and gas from us, as agreed between you and us.

If you are a *Corporate Customer*, we will issue your bill:

- at least quarterly for electricity and at least every two months for gas; or
- as otherwise agreed between you and us in writing.

However, if you are a *Corporate Customer*, we may issue your bill monthly for gas and electricity, provided that we notify you in writing at least one month before you receive the first monthly bill.

If you request, and we agree, to issue your bills less often than your current arrangements, we may charge you an *Additional Service Charge*.

5.4. What your bill contains

Your bill will include information required by the *Retail Code* such as:

- your name, account number, *Supply Address* and mailing address;
- the period covered by the bill;
- the relevant tariffs;
- the total amount of *energy* 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 on your *energy* account and the amount of any refundable advance provided by you;

- consumption and greenhouse gas emissions graphs in accordance with the applicable *Guidelines* (including comparisons between consumption and emissions in *your* bills over the previous 12 months and for the same period of the previous year (where available) in accordance with the applicable *Guideline*);
- details of charges derived from a proportion of *your* usual billing period; and
- the *NMI* or *MIRN* or both if applicable, assigned to *your Supply Address*.

If any of *your* contact details change, *you* must tell *us* as soon as possible.

5.5. Where *your* consumption is based on an estimation

Unless *you* agree otherwise, *we* will base *your* bill on a reading of *your* meter. At a minimum, *we* will read *your* meter once in each 12 month period. However, if *we* are unable to read *your* meter because of other reasons outside *our* control (for example, because *you* do not give *us* safe access to the meter) or *we* are unable to reliably base *your* bill on a reading of the meter, *we* can estimate the *energy* *you* have consumed during the period in accordance with *Relevant Laws*. *You* will be notified on *your* bill if this occurs. 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 *you* are a *Residential Customer* or *Business Customer* and *we* have estimated the *energy* *you* have consumed at *your Supply Address*, but later get reliable information, *we* will adjust *your* account in accordance with the *Retail Code*.

5.6. Illegal consumption of *energy*

You must not take *energy* illegally or tamper with or bypass *your* meter or associated equipment. If *you* do and *we* have not yet charged *you* or have undercharged *you*, *we* will estimate the consumption for which *you* have not paid and may take debt recovery action for all of the unpaid amount and any disconnection and reasonable legal costs. If *your* actions result in damage to *our* (or the *Distributor's*) equipment, *we* may (or the *Distributor* may) recover from *you* the costs of repair or replacement of that equipment together with reasonable investigation and legal costs and costs of disconnection.

5.7. Overcharging/Undercharging

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

Following *our* review:

- (a) If the bill is correct, *you* must pay *us* the unpaid amount or, if *you* think that *your* meter is faulty, *we* will arrange to test it for *you* upon request. If, after the meter test, the meter is found to be recording properly and meets the applicable standards, *you* must pay *us* the unpaid amount and the cost of this test; or
- (b) If the bill is incorrect, *we* will adjust it. If *you* have been overcharged by \$50 or less, *we* will credit the amount overcharged on *your* next bill. If *you* have been overcharged by more than \$50, *we* will contact *you* within 10 *Business days* of *us* becoming aware of the overcharge and *we* will apply the amount overcharged as a credit on *your* next bill (or as *you* otherwise reasonably direct).

If *you* are a *Residential Customer* or *Business Customer* and *you* have been undercharged (or not charged), *we* are entitled to recover amounts undercharged in the previous 12 months (unless the undercharge relates to the failure of *our* billing systems, in which case *we* can only recover amounts undercharged in the previous 9 months), except where the undercharge results from *you* consuming *energy* unlawfully or failing to meet *your* obligations to ensure *we* have appropriate access to the meter.

If *you* are a *Corporate Customer* and *you* have been undercharged (or not charged), *we* are entitled to recover from *you* all amounts undercharged (or not charged), as the case may be.

Where *we* recover an undercharged amount from *you*, *we* will not charge *you* interest on the amount undercharged and will offer *you* time to pay the amount undercharged over a period at least equal to the period over which the recoverable undercharging occurred.

5.8. 12 days to pay

You are required to pay the total amount shown on *your* bill by its due date. Unless agreed otherwise, this will be at least 12 *Business Days* from the date the bill was issued. *You* must contact *us* if *you* think a payment by the due date may not be possible. If *you* are a *Residential Customer* or *Business Customer* and *you* do not pay *your* bill on time, *we* may charge *you* a late payment fee where permitted to do so and only in accordance with the *Retail Code*.

If *you* are a *Corporate Customer* and *you* do not pay *your* bill on time, in addition to a late payment fee, *we* may charge *you* interest on the outstanding amount starting from the date after *your* payment was due (calculated daily at the Westpac Overdraft Business interest rate as published by Westpac Banking Corporation from time to time, plus 4%), up until the date the outstanding amount is paid in full.

5.9. 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;
- mail (cheque or money order only);
- visiting an Australia Post outlet; or
- Post BillPay.

Before *you* can pay by direct debit *you* must complete a direct debit request. If *we* cease to be *your* Retailer, *we* will cancel any direct debit arrangements with *you*. If *you* are a *Corporate Customer* and *you* elect to pay *your* bill by credit card, *we* may pass on to *you* any merchant service fees that *we* incur as a result of processing *your* payment via credit card, and *you* agree to pay these fees.

5.10. Entitlement to concessions

If *you* hold a current Veterans Affairs Card or a DHS card (and the *energy* account is in *your* name) then *you* may be entitled to a state concession. If *you* provide *us* with *your* concession details (and *we* determine *you* are eligible), *we* will deduct *your* state concession entitlements from the amount payable on *your* bill. For more information on concession entitlements, see *our* website or give *us* a call.

5.11. Management of credit and debt

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 the applicable *Guideline*. Outstanding overdue payments may be reported to the credit reporting agency. Further details regarding the management of credit related information is set out in this Charter.

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

If *you* are a *Residential Customer* or *Business Customer*, *we* will not commence any legal action to collect money *you* owe *us* until *we* have assessed *your* capacity to pay *our* bills in accordance with the *Retail Code* and for so long as *you* continue to make payments in accordance with an agreed payment arrangement (unless the debt arises from the illegal consumption of *energy*).

5.12. Hardship policy

Red Energy has a hardship policy designed to provide assistance and ongoing support to customers who are experiencing financial difficulties. *You* can call *us* to request a copy or it can be found on *our* website.

5.13. Instalment plans

If you are having trouble paying a bill, you must contact us to let us know. If you are a *Residential Customer*, we can provide assistance including with an instalment plan or other payment arrangements in accordance with the *Retail Code*.

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 continued consumption.

We do not pay interest on any payments made in advance, excluding refundable advances.

If you are a *Business Customer*, we will consider any reasonable request from you to enter into an instalment plan and may impose an *Additional Service Charge* if we offer this.

5.14. Refundable Advances

In some circumstances, we may require you to pay a refundable advance in accordance with the *Retail Code*. If you are a *Corporate Customer*, you are deemed to be "business customer" for the purposes of clause 8 (Refundable Advances) of the *Retail Code* and this clause of this *Agreement*.

A refundable advance is similar to a bond on a rental property. We use this to pay any amounts outstanding where: you are disconnected and we cannot reconnect you, you leave the *Supply Address*, you request to be transferred to another *Retailer*, or you request disconnection. Where applicable, it will be repaid in full and with interest in accordance with your reasonable instructions within 10 *Business days* when:

- you have completed one year (*Residential Customer*) or two years (*Business Customer* or *Corporate Customer*) of payments by the due dates; or
- you cease to take supply at the relevant *supply address*,

unless you give no instructions, in which case the amount (including interest) will be offset against amounts payable by you to us on your next bill. We will account for our use of your refundable advance and pay any balance of the refundable advance to you within 10 *Business Days*.

5.15. Shortened Collection Cycles

If you are a *Residential Customer* or a *Business Customer* and you have received reminder notices for three consecutive bills or disconnection warnings for two consecutive bills, we may after complying with the requirements of the *Retail Code* place you on a shortened collection cycle. You will be given written notice within 10 *Business Days* of being placed on a shortened collection cycle.

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. This will continue until *you* pay three consecutive bills by the due date.

If *you* are a *Corporate Customer* and *you* do not pay *your* bill by the due date, *you* will only be sent one reminder notice and then a disconnection warning.

6. Pay on Time Discount™ (POTD)

6.1. What is POTD?

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

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

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

For non EvenPay™ customers: *your* bill will show the discounted amount *you* can pay with the POTD 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 POTD will appear as a credit on *your* 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 POTD in relation to that payment. In these circumstances:

- for non-EvenPay™ customers, the POTD will still be payable from the due date of the bill relating to that payment; and
- for EvenPay™ customers, the POTD may not be credited to *your* balance (or any credit applied may be reversed).

In each case, the POTD will be considered in any calculation of any amount owing to *us*.

Customers who are on EvenPay™ or on another instalment plan arrangement agreed with *us* for the purpose of clearing arrears owing, will not be entitled to receive the POTD.

If this *Agreement* includes the supply of gas by *us* to *you* and at any time *you* do not also have an active electricity account with *us* for the same *Supply Address*, *you* will not be entitled to receive *your* POTD on *your* gas bills.

7. EvenPay™

7.1. What is EvenPay™?

EvenPay™ averages out *your* payments to Red for *your energy* supply over a period of twelve months, so that *you* pay the same amount on a weekly, fortnightly or monthly basis.

EvenPay™ is not available to *you* if *you* are a *Corporate Customer*.

7.2. 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* Centrepay payment arrangement has been set up.

If *we* have not received *your* direct debit form or notification from Centrelink that *your* payment has been set up, prior to sending *you* a bill, *you* will be required to pay that bill in accordance with this *Agreement*. *You* will need to pay this bill by the due date in order to receive *your* POTD. That bill will show the total amount due and the discounted amount *you* can pay with the POTD applied.

You agree that, once *we* have received a completed direct debit form or notification from Centrelink that *your* payment has been set up, *we* will deduct from *your* nominated bank account or credit card, or receive from Centrelink, the amounts agreed with *you*. These amounts have been estimated based on *your* expected annual consumption, and *your* current circumstances, including *your* entitlement to concessions or any government rebates.

At the end of each billing period, *we* will issue *you* with a bill that shows the charges *you* have incurred and the payments *you* have made in that billing period. This will mean that from time to time *your* balance will be in debit or in credit.

You agree to vary the standard payment terms set out in this *Agreement* to take up an EvenPay™ arrangement.

You will not receive the POTD for any billing period in which a payment is not received by *us* or is subsequently dishonoured.

7.3. What happens if we estimate your EvenPay™ arrangement incorrectly?

We will estimate *your* payments to try to balance them with *your* expected annual consumption and *we* will review *our* estimate of *your* expected annual consumption every 6 months. However, if *your* account balance becomes significantly in arrears, *you* should contact *us* to change to *your* payment amounts. *You* agree that where *our* review indicates a difference of greater than 10% with *your* current expected consumption, *we* can also change this payment amount by providing *you* with 14 days written notice. If *you* are paying through Centrepay, *you* agree to change *your* payment amount within 14 days of being requested to do so. If any circumstances change and that is likely to affect *your* annual consumption (eg. *you* have additional people move in with *you*) or *your* payment amount (eg. *your* entitlement to a concession), *you*

should notify *us* as soon as possible and *we* will adjust *your* payment amount accordingly.

7.4. Moving premises

If *you* are moving premises and *you* choose to remain with *us* for *your* energy supply, *you* may continue to pay by EvenPay™ at *your* new *Supply Address* if *you* notify *us*. However *we* may increase or decrease *your* 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* old *Supply Address* can be transferred to the new *Supply Address*.

7.5. Ending your EvenPay™ arrangement

If *you* wish to end *your* EvenPay™ arrangement, *you* must provide *us* with 7 days prior written notice.

We may terminate *your* EvenPay™ arrangement by giving *you* prior written notice if:

- (a) *we* do not receive any of the agreed payments from *you*;
- (b) any of *your* payments are subsequently dishonoured;
- (c) *you* do not change *your* payment amount with Centrepay within 14 days of *our* request;
- (d) *you* do not notify *us* or provide timely notification of a change to *your* circumstances that is likely to affect *your* annual consumption or payment amount; or
- (e) *we* cease to offer the EvenPay™ arrangement at any time, as *we* may determine in *our* discretion.

7.6. What happens when your EvenPay™ arrangement ends

If *your* EvenPay™ arrangement ends, *you* must pay *us* any outstanding balance, in full within 12 *Business Days* of *us* sending *you* a final bill. In the event that *your* account is in credit, any credit balance will be transferred to any amounts owing on other accounts *you* have with *us*, and any surplus will then be refunded to *you*.

If *you* are on a *Fixed Term Contract* and *we* terminate *your* EvenPay™ arrangement, and *you* terminate this agreement within 30 days of receiving a notice under clause 7.5, then unless that termination was as a result of any of the reasons in clause 7.5 (a) to (d)), *we* will waive any applicable *Early Termination Fee*.

8. Disconnection and Reconnection – for Residential Customers and Business Customers

This clause 8 only applies to *you* if *you* are a *Residential Customer* or *Business Customer*.

8.1. How to request disconnection

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

8.2. How we can disconnect your supply

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

- refuse, when required, to provide an acceptable identification or a refundable advance; or
- you do not pay any amount due to us by the due date; or
- you refuse or fail to give an authorised person access to the meter to obtain a reading for three consecutive bills.

Where required by the *Retail Code*, we will give you a disconnection warning stating when we will disconnect you if you continue to not comply with the relevant requirement. We may disconnect you if you cannot pay your bill because you lack sufficient income, provided we carry out our obligations under the *Retail Code* including trying to contact you to offer you an instalment plan and you fail to accept our offer to take up an instalment plan within 5 Business Days of us making the offer.

You will not be disconnected by us if:

- your *Supply Address* is registered by the *Distributor* as a life support or a medical exemption *Supply Address* (You must notify us if you need your *Supply Address* registered as a life support or a medical exemption address and provide us with the required medical certificates);
- any formal complaint you have made to EWOV or another external dispute resolution body, directly related to the reason for disconnection, remains unresolved;
- you are a *Residential Customer* and have made application for a Utility Relief Grant which has not yet been decided; or
- any non-payment by you relates only to a charge not for energy or you are a *Residential Customer* and the amount of the non-payment is less than the amount specified in the *Retail Code*.

You will not be disconnected by us after 2 pm (if you are a *Residential Customer*) or 3 pm (for a *Business Customer*) on Monday to Thursday, or anytime on a Friday, weekend, public holiday or the day before a public holiday.

8.3. Distributor disconnecting or interrupting supply

Your *Supply Address* may be disconnected, or your energy 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 energy other than in accordance with the *Relevant Laws*.

8.4. Getting reconnected

If *your* supply has been disconnected based on a breach by *you* of this *Agreement* that permits *us* to disconnect *you* under the *Retail Code* and *you* rectify *your* breach within 10 *Business Days* of disconnection, *we* will reconnect *you* on request. *You* may be required to pay *us* a reconnection fee.

If that request is made before 3 pm on a *Business Day*, *we* will reconnect *you* that day. If that request is made later than 3 pm on a *Business Day*, *we* will reconnect *you* the next *Business Day*. After 3 pm and before 9 pm *you* can still be reconnected on the same day if *you* pay *us* the after hours connection fee.

9. Disconnection and Reconnection - for Corporate Customers

This clause 9 only applies to *you* if *you* are a *Corporate Customer*.

9.1. How to request disconnection

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

9.2. How we can disconnect your supply

We may disconnect *you* if *you*:

- refuse, when required, to provide an acceptable identification or a refundable advance; or
- *you* do not pay any amount due to *us* by the due date; or
- *you* refuse or fail to give an authorised person access to the meter to obtain a reading.

Prior to any disconnection, *we* will give *you* a disconnection warning stating when *we* will disconnect *you* if *you* continue not to comply with the relevant requirement.

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.

9.3. Distributor disconnecting or interrupting supply

You may be disconnected, or *your* *energy* 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 *energy* other than in accordance with the Relevant Laws.

9.4. Getting reconnected

If *your* supply has been disconnected based on a breach by *you* of this *Agreement* that permits *us* to disconnect *you* and *you* rectify *your* breach within 10 *Business Days* of disconnection, *we*

will reconnect *you* on request. *You* may be required to pay *us* a reconnection fee.

If that request is made before 3 pm on a *Business Day*, we will reconnect *you* that day. If that request is made later than 3 pm on a *Business Day*, we will reconnect *you* the next *Business Day*. After 3 pm and before 9 pm *you* can still be reconnected on the same day if *you* pay *us* the after hours connection fee.

10. Meter and Access

10.1. Ownership of the meter

You have no proprietary interest in the meter at *your* *Supply Address*.

10.2. Access to the meter

You must give *us* and *our* representatives, the *Distributor* and their representatives safe, convenient and unhindered access to *your* *Supply Address* and the meter (and associated equipment) for any purpose associated with the supply, metering or billing of *energy* (for example, to read *your* meter and for connection, disconnection and reconnection of *your* *energy* supply). *Our* representatives will carry or wear official identification and produce that identification upon *your* reasonable request.

You must inform the *Distributor* or *us* of any change affecting access to the meter or associated equipment as soon as practicable.

10.3. Your obligations in respect of the meter

It is *your* responsibility to:

- keep *your* meter clear of all hazards and interference;
- not in any way tamper with, permit tampering with, or otherwise interfere with the meter or associated equipment; and
- at all times keep *your* meter and any ancillary equipment and connections in good condition and repair.

You must provide and maintain fireproof housing for any new metering equipment at the *Supply Address*, in accordance with the *Distributor's* requirements.

10.4. Faulty meter

If *you* think *your* meter is faulty, *you* must immediately notify *us* and *you* may request a meter test. The meter will be tested in accordance with the *Relevant Laws* within 15 *Business Days* of *your* request. If *you* request the meter be tested and the test shows the meter is not defective, *you* will be responsible for the cost of the test. Otherwise, *we* or the *Distributor* will bear the cost. Before undertaking a test, *we* may seek payment from *you* of anticipated costs to carry out the test, in accordance with the *Relevant Laws*, and will reimburse *you* these amounts where the meter is found to be defective.

11. Change of Circumstances

11.1. What happens if you become insolvent or bankrupt?

If you are a *Corporate Customer*, 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.

11.2. 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.

12. Leaving your Premises?

12.1. Responsibility to pay

You must notify us on the date you intend to vacate or did vacate the *Supply Address*. As a general rule, you must pay us for energy consumed at the *Supply Address* until the later of:

- 3 *Business Days* after you give us notice that you will vacate, or you have vacated, the *Supply Address*; or
- the date on which you vacate the *Supply Address*.

Some exceptions apply to this under the *Retail Code* (including where you have been evicted, we have entered into another arrangement with another customer in respect of the *Supply Address*, or the *Supply Address* is disconnected). For example, if you have been forced to leave the *Supply Address* you will remain responsible for any energy consumed at the *Supply Address* 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.

12.2. Supplying you at your new address

You must notify us at least 2 *Business Days* before you intend to move into a different *Supply Address* if you wish us to continue to supply energy to you at that new *Supply Address*. We will then arrange for the supply of energy to the *Supply Address* to be connected by your *Distributor* as soon as possible, and the assigned meter identifier(s) for that *Supply Address* 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 *Supply Address*. Unless we transfer your existing *Fixed Term Contract* to your new *Supply Address*, you are required to enter into a new arrangement with us to supply energy to your new *Supply Address*.

If you are on a *Fixed Term Contract*, we may offer you the opportunity to transfer your existing *Fixed Term Contract* to your

new *Supply Address* without the need to enter into a new *Fixed Term Contract* with us. We may vary your tariffs (including the service to property charge) to reflect the tariffs applicable to your new *Supply Address*. The Pay On Time Discount™ applicable to your existing *Fixed Term Contract* will also be transferred to your new *Supply Address*. We will confirm your new tariffs to you by a notice together with your new details such as your new *Supply Address* and its *assigned meter identifier(s)*. 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* accordingly.

13. Limits to our Liability

You acknowledge that:

- (a) the quality, frequency, voltage and continuity of electricity, and that variation or deficiency in the quality or pressure for, and continuity of, gas, is subject to a variety of factors outside our control; and
- (b) given the nature of *energy* supply, we cannot guarantee you the quality, frequency or the continuity of any *energy* supplies to you; and
- (c) this Agreement does not in any way vary or exclude the operation of our rights or immunities under the *Relevant Laws*.

Business Customers and *Corporate Customers* must take reasonable precautions to minimise the risk of loss or damage to any equipment, property or business as a result of the quality, frequency, pressure or reliability of *energy* supply.

Our liability to you for breach of any conditions, warranties or rights implied by the Trade Practices Act 1974 (Cth), the Fair Trading Act 1999 (Vic), or any other equivalent law 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 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, provided that it is fair and reasonable to do so.

Notwithstanding any other provision of this Agreement and subject to all *Relevant Laws*, we exclude all liability to *Corporate Customers* for any and all loss, damage, cost, expense (including legal costs), liability or claim, incurred by a *Corporate Customer*, whether arising directly or indirectly, including (but not limited to) loss of use, loss of production, loss of profit, loss of income, loss of opportunity, loss of contract, loss of anticipated saving, or for any delay, financing costs or increase in operating costs and any other consequential loss, that arises as a result of or in connection with:

- (a) the quality, frequency, voltage or continuity of electricity; or
- (b) any deficiency in the quality or pressure for, or continuity of, gas.

You acknowledge that under the *Agreement*, there is no variation or exclusion of the operation of:

- for electricity, section 117 of the Electricity Industry Act 2000 or section 78 of the National Electricity Law (as defined under the *Retail Code*); or
- for gas, section 232 or 233 of the Gas Industry Act 2001 or section 33 of the Gas Safety Act 1997,

(if that is the case).

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

14. Force majeure

A force majeure event is an event outside the reasonable control of you or us 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 its obligations that are 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 under this *Agreement* that are 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 widespread force majeure event, or otherwise as soon as practicable.

15. Information and Enquiries

15.1. 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 contact *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 contact *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 and Water Ombudsman of Victoria on their freecall number 1800 500 509.

15.2. Faults and Emergencies

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

15.3. 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.

16. This Agreement

16.1. Variation

If *you* are a *Residential Customer* or *Business Customer*, this *Agreement* may only be varied by *Agreement* in writing between *you* and *us*, unless this *Agreement* provides otherwise. However, *we* do not need *your Agreement* where the tariff *we* charge *you* is changed in accordance with this *Agreement*.

If *you* are a *Corporate Customer*, *we* may vary this *Agreement* at any time by providing *you* with reasonable notice.

16.2. 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.

16.3. Transfer to another party

We may assign this *Agreement* to another party with *your* consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of *our* retail business. *You* need to get *our* consent if *you* want to assign this *Agreement*.

16.4. Governing Law

This *Agreement* is governed by the laws of Victoria.

16.5. Relevant Laws

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 Laws*, in which case this *Agreement* will apply.

If *you* are a *Residential* or *Business Customer*, 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 and applied under this *Agreement*.

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 copy of the *Retail Code* (which, if *you* request, can be a large print copy). In some cases *we* may charge *you* an additional charge for this.

17. Commissions

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

18. Credit Information and Privacy

18.1. Exchange of Credit Worthiness Information Between Credit Providers (Privacy Act 1988 (Cth))

By entering into this *Agreement*, *you* agree that *we* may exchange information about *you* with other credit providers under the Privacy Act for the purpose of assessing an application by *you* for credit; assisting *you* to avoid defaulting on *your* credit obligations; notifying other credit providers in writing 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 for the purposes permitted by that Act.

18.2. Disclosure of Credit Information to a Credit Reporting Agency (Privacy Act)

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.

18.3. Privacy

Red Energy is committed to respecting *your* privacy and complies with the National Privacy Principles under the Privacy Act, 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 and accurate identification and contact details and, in relation to a request by *you* for connection of *energy* to a rental property, contact details for the property owner or the owner's agent.

We collect personal information about *you* to assist in the operation of *our* business and the delivery of *energy* and other products and services. If *you* do not provide *us* with this information or any requested identification in a timely and accurate manner *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 (irrespective of where the information was obtained from) 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.

19. 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 *Relevant Laws* (such as meter upgrades), and includes excluded service charges (as defined in the *Relevant Laws*). 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 energy. The *Additional Terms and Conditions* include the *Product and Pricing Schedule*.

Assigned meter identifier means a unique number on your *Supply Address* that identifies your electricity and gas meter. Your electricity assigned meter identifier is a *NMI* and your gas assigned meter identifier is a *MIRN*.

Business Day means a day other than a Saturday or Sunday or a public holiday in the State of Victoria appointed under the Public Holidays Act 1993 (Vic).

Energy means electricity and/or gas, depending on which of these you purchase from us.

Distributor means the company which owns and operates the pipes, poles and wires which deliver energy to your *Supply Address*.

EWOV means the Energy and Water Ombudsman (Victoria).

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 energy for a fixed period of time (as specified in your *Product and Pricing Schedule*).

Guideline means a guideline published by the Essential Services Commission.

MIRN means the Victorian gas meter identifier which is the unique identifying mark that identifies your *Supply Address*.

NMI means the national electricity 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 for energy supplied by *us* to *your Supply Address*.

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

Relevant Laws means any laws, acts, regulations, rules, orders, guidelines, policies, procedures, licences or codes (including the *Retail Code*) that apply to this *Agreement* or regulate Victorian energy industry from time to time.

Retail Code means the Energy Retail Code issued by the Essential Services Commission, as amended from time to time.

Retailer means a company which is licensed to sell electricity and/or gas in Victoria.

Standing Offer means any tariff offered by *us* to any Residential or Business Customer at *your Supply Address* for the purposes of section 35 of the Electricity Industry Act 2000 and/or section 42 of the Gas Industry Act 2001.

Supply Address means the address for which *you* have agreed to purchase energy from *us*.

You (or your) means the person who has accepted this *Agreement*. 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 or a partnership, each person or each partner (as the case may be) 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.

20. Other Contacts

Energy and Water Ombudsman (Victoria)

GPO Box 469D, Melbourne, Vic 3001
Freecall (except mobile phones) 1800 500 509

Energy Safe Victoria

Level 3, Building 2, 4 Riverside Quay, Southbank VIC
Enquiries: (03) 9203 9700

Essential Services Commission

Level 2, 35 Spring Street, Melbourne, VIC 3000
Enquiries: 03 9651 0222
www.esc.vic.gov.au

Sustainable Energy Authority of Victoria

Grnd floor, 215 Spring Street, Melbourne, VIC 3000
Phone: 1300 363 744

Department of Human Services

Utility Relief Grant enquiries: 03 9616 7839
Concession enquiries: 1800 658 521

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

Contact us

Phone: 131 806

Website: redenergy.com.au

Email: enquiries@redenergy.com.au

Address: 2 William Street, East Richmond, VIC 3121

good energy
good for australia
good for you



Printed on 100%
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recycled paper.



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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