

# Red Energy Pty Limited ABN 60 107 479 372 - Deemed and Standing Offer Contract Terms and Conditions - Victoria

Effective: 01 January 2009

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In order to give effect to the requirements of the *Electricity Act*, the *Gas Act* and *Red Energy's* retail licences, this Contract sets out the terms and conditions for the sale and supply of electricity and/or gas (as the case may be) to *domestic or small business customers* and to *relevant customers* who are deemed under the *Electricity Act* and/or the *Gas Act* to have a contract with *Red Energy* for the sale and supply of electricity and/or gas (as the case may be) to a *Supply Address*.

### 1. Who are the parties to this Contract?

This Contract is made between:

- Red Energy Pty Limited (ABN 60 107 479 372) of 2 William Street, East Richmond, Victoria (referred to in this Contract as '*we*', '*our*' or '*us*'); and

- *you*, the customer to whom these terms and conditions are expressed to apply under clause 4.1. Where the customer consists of more than one person, then each person is bound by the obligations of this Contract jointly and severally. If *you* are a *Business Customer* and *your* business consists of more than one person or a partnership, then each person or partner is bound by the obligations of this Contract jointly and severally.

### 2. Who is Red Energy?

*Red Energy* is a gas and electricity *Retailer* which sells *you* electricity and/or gas and is the main point of contact for *your energy* needs. Another company, a *Distributor*, owns and operates the pipes, poles or wires outside *your Supply Address* which deliver the *energy* to *you*.

### 3. This Contract

This Contract documents the terms and conditions on which *we* agree to supply and sell *you energy* and *you* agree to buy *energy* from *us* at *your Supply Address*. It sets out *Red*

*Energy's services and responsibilities as your energy Retailer and your rights and obligations as a Red Energy customer. It contains defined terms which appear like this and which are set out at the end of this Contract.*

If there is any part of this Contract that *you* do not understand or if *you* would like to request a large print copy of this Contract, *our* friendly customer service advisors are available to assist on 131 806.

#### **4. How does this Contract work?**

##### 4.1. To whom does this Contract apply?

This Contract defines the terms and conditions on which *we* will supply electricity and/or gas to *you* if:

- *you are a domestic or small business customer* for the purposes of section 35 of the *Electricity Act* and/or section 42 of the *Gas Act* (in which case this Contract is a "**Standing Offer Contract**"); or

- *you are a relevant customer* for the purposes of section 39 of the *Electricity Act* and/or section 46 of the *Gas Act* (in which case this Contract is a "**Deemed Contract**").

##### 4.2. When does this Contract start?

In the case of a *Standing Offer Contract*, this Contract commences when *you* accept an offer from *us* for the supply of electricity and/or gas at *your Supply Address*.

In the case of a *Deemed Contract*, this Contract commences on the date on which *you* commence to take a supply of *energy* from *us* at *your Supply Address*.

*Our* obligation under this Contract to sell *you energy* at *your Supply Address* and *your* obligation to pay *us* for *energy* consumed at *your Supply Address* will not commence until *we* are *responsible* for the *energy* supplied at *your Supply Address*.

##### 4.3. Cooling off period

In the case of a *Standing Offer Contract*, you have 10 clear *Business Days* from accepting an offer from *us* for the supply of *energy* to notify *us* that *you* do not wish to continue with this Contract. *You* may also have rights to cancel this Contract in certain circumstances under the Fair Trading Act 1999 (Vic).

##### 4.4. Can this Contract change?

The terms and conditions of this Contract have been approved by the Essential Services Commission and except as otherwise stated herein, or as permitted under the *Retail Code*, no changes will be made to this Contract.

*We* can amend these terms and conditions at any time by publishing a variation to them in the Government Gazette under section 35 of the *Electricity Act* (for electricity) or section 42 of the *Gas Act* (for gas). Any such variation must be approved by the Essential Services Commission before it is published and will operate to amend the terms and

conditions of this Contract so that those terms and conditions are the same as *our* then current published terms and conditions under section 35 of the *Electricity Act* and/or section 42 of the *Gas Act* as the case may be.

#### 4.5. How does this Contract terminate?

In the case of a *Standing Offer Contract*, you may terminate this Contract by giving us 28 days notice.

In the case of a *Deemed Contract*, you may terminate this Contract at any time.

To the extent that this Contract relates to the supply of electricity, it will terminate:

- if you enter into a contract for the supply of electricity with an alternative *Retailer* in respect of the same *Supply Address*, and that alternative *Retailer* has become *responsible* for your *Supply Address*;
- if you enter into a new contract with us for the supply of electricity to the same *Supply Address*, and any cooling-off period in respect of that new contract has expired;
- in the case of a *Deemed Contract*, at the end of the period covered by the second bill issued by us to you or when this Contract otherwise ends under section 39 of the *Electricity Act*; or
- when you cease to be responsible to pay for electricity consumed at your *Supply Address* in accordance with clause 7.

To the extent that this Contract relates to the supply of gas, it will terminate:

- if you enter into a contract for the supply of gas with an alternative *Retailer* in respect of the same *Supply Address*, and that alternative *Retailer* has become *responsible* for your *Supply Address*;
- if you enter into a new contract with us for the supply of gas to the same *Supply Address*, and any cooling-off period in respect of that new *contract* has expired;
- in the case of a *Deemed Contract*, at the end of the period covered by the second bill issued by us to you or when this Contract otherwise ends under section 46 of the *Gas Act*; or
- when you cease to be responsible to pay for gas consumed at your *Supply Address* in accordance with clause 7.

We may also terminate this Contract if we have disconnected your *Supply Address* in accordance with the *Retail Code* and you are not eligible to have your supply reconnected.

#### 4.6. Deemed Contracts

In the case of a *Deemed Contract*, we will send you a notice (no sooner than two months before, and no later than one month before, its expiry by effluxion of time)telling you:

- that this Contract is due to expire;

- when the expiry will occur;
- what tariff and terms and conditions will apply to *you* after the expiry of this Contract if *you* do not exercise any other option; and
- what other options are available to *you*.

Unless *you* enter into another contract for *your Supply Address* with *us* or another *Retailer* before *your Deemed Contract* expires, on the expiry of this Contract *we* will supply *energy* at *your Supply Address* at the tariff and on the terms and conditions notified to *you* by *us* in our earlier notice under this clause 4.6.

## **5. Billing and Payment**

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

*You* agree that *we* will bill *you* for *your* consumption of *energy* and a service to property charge, at the latest applicable *Standard Tariffs* determined and published by *us* in the Government Gazette in accordance with section 35 of the *Electricity Act* (for electricity) and section 42 of the *Gas Act* (for gas), and *you* agree that *you* will pay *us* for such *energy* and supply. If *you* ask *us*, *we* will provide *you* with a copy of our price list applying at the time that *you* ask. In addition to the *Standard Tariffs*, *you* will also need to pay any *Additional Service Charges* *you* incur and for any other goods and services which *we* supply to *you*.

*You* understand and agree that *we* may vary *our Standard Tariffs* and/or the categories or rates of *our Standard Tariffs* at any time by notice published in the Government Gazette, but not more than once in every 6 months. If *we* are required by law to follow a specific process before varying *our Standard Tariffs* *we* will comply with that process. Any variation to *our Standard Tariffs* will take effect from the date specified in the notice published in the Government Gazette and *we* will notify *you* of that variation by no later than *your* next bill.

### **5.2. Payment allocation**

If *we* supply *you* with both electricity and gas, *we* will apply any payment received from *you* to charges for the supply or sale of electricity and gas in accordance with *your* instructions. If *you* give *us* no instructions, *we* will apply *your* payment 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*.

If *we* supply *you* with goods or services other than *energy* and *we* do not bill *you* separately for them, *we* will apply any payment received from *you* first to charges for the supply or sale of *energy* unless *you* instruct *us* to do otherwise.

### **5.3. Your Bill**

*We* will issue *your* bill quarterly for electricity, and every two months for gas.

*Your* bill will include, among other things:

- *your* name, account number, *Supply Address* and mailing address
- the period covered by the bill
- the relevant *Standard Tariffs*

- the total amount of *energy* consumed in the relevant period, along with an indication as to whether the bill is based on a reading from *your* meter, or is wholly an estimate or based on any substituted data
- the amount payable by *you* for that *energy* and the due date
- any separate amount payable in respect of network charges, service to property charges, or *Additional Service Charges*
- a telephone number for billing and payment enquiries and a 24 hour faults and emergencies number and, if the bill is a reminder notice, contact details for *our* complaints department
- the amount of arrears or credit and the amount of any refundable advance provided by *you*
- consumption and greenhouse gas emissions graphs in accordance with any applicable *Guideline* (including comparisons between consumption and emissions in *your* bills over the previous 12 months (where available) in accordance with the applicable *Guideline*)
- details of charges derived from a proportion of *your* usual billing period
- the *NMI* or *MIRN* or both if applicable, assigned to *your* *Supply Address*
- where *you* are a *Residential Customer*, details of any concessions that may be available to *you* and details of *our* interpreter services.

#### 5.4. Meter Readings and Estimation

Each bill *you* receive will be based, where possible, on an actual meter reading. 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 *energy* *you* have consumed during the period and base *your* bill for that period on that estimate. 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 *energy* *you* have consumed and later get reliable information *we* will adjust *your* account in accordance with the *Retail Code*.

#### 5.5. 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.

#### 5.6. Improper consumption of *energy*

*You* must not take *energy* 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.

#### 5.7. 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, if we have a record of these or you are able to provide us with copies of them (whichever is the lower).

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 greater than \$50.00, *we* will repay the amount according to *your* reasonable instructions.

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

#### 5.8. 12 Days to Pay

*You* are required to pay the amount shown on the bill by its due date which will be at least 12 *Business Days* from the date the bill is issued.

With the exception of *small retail customers*, if *you* do not pay *your* bill on time then, to the extent permitted by law and in accordance with the *Retail Code*, *we* may require *you* to pay a *late payment fee*.

#### 5.9. How to Pay

The payment methods for *your* bill will be set out on *your* bill. *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 the amount, date and frequency of *your* payments and how the arrangement may be cancelled. If *we* cease to be *your Retailer*, *we* will cancel any direct debit arrangements with *you*.

#### 5.10. 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 *your* bill. For more information on concession entitlements, see *our* website or give *us* a call.

#### 5.11. 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 the applicable *Guideline*. 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 Contract.

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 *energy*).

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

#### 5.12. Assistance Under Hardship

*Red Energy* has a hardship policy designed to identify, provide assistance and ongoing support to customers who are experiencing financial difficulties.

If *you* are a *Residential Customer* and *you* are having difficulty paying *your* bill, 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 assess if an energy efficiency audit of *your Supply Address* is required;
- 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. If *you* are having trouble paying a bill, please call *us* to let *us* know.

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

#### 5.14. Refundable Advances

In some circumstances in accordance with the *Retail Code*, we may require *you* to pay a refundable advance. 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 *you* cease to take a supply of *energy* from *us* at the *Supply Address* (unless it is offset against amounts payable by *you* to *us*).

## 6. Disconnection and Reconnection

### 6.1. Disconnection

After taking certain steps as set out in the *Retail Code*, and provided *we* have used our best endeavours to *contact you* to arrange a payment instalment plan, *we* may disconnect *you* if:

- *you* refuse, when required, to provide acceptable identification or a refundable advance, providing *we* have given *you* a disconnection warning which states that *we* may disconnect *you* no sooner than ten *Business Days* after the date of receipt of the notice and *you* have continued not to comply with that requirement;

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, providing *we* have given *you* a disconnection warning which states that *we* may disconnect *you* no sooner than seven *Business Days* after the date of receipt of the notice, and *you* have continued not to comply with that requirement.

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

- *your Supply Address* is registered as a life support or a medical exemption address;
- any non-payment by *you* is of an amount less than the relevant amount approved in an applicable *Guideline*;
- any formal complaint *you* have made to *EWOV*, directly related to the non-payment, remains unresolved;
- *you* have made application for a Utility Relief Grant which has not been decided; or
- any non-payment by *you* relates only to a charge not for *energy*.

*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 *energy* other than in accordance with the law.

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

## 6.2. Reconnection

If *your* supply has been disconnected and, within 10 *Business Days*, *you* rectify *your* breach of this Contract or otherwise take the action required under the *Retail Code*, *we* will reconnect *you* on request. *You* will be required to pay *us* a reconnection fee.

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

## 6.3. Life Support

*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.

## **7. What happens when you move premises?**

*You must notify us at least 3 Business Days before you intend to vacate your Supply Address. Failure to do so will result in you remaining responsible for any energy consumed at the Supply Address until 3 Business Days after you give a notice to us or until there is another contract for the supply and sale of energy at that Supply Address (whichever is earlier). If you have been forced to leave your Supply Address you will remain responsible for any energy consumed at the Supply Address 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.*

## **8. Limits to our Liability**

*You acknowledge that the quality, frequency, voltage and continuity of supply of electricity, and that the variation or deficiency in the quality or pressure for gas is subject to a variety of factors outside our control. You also acknowledge that the nature of energy supply is such that we cannot guarantee to you the quality, frequency or continuity of supply of energy to you. We confirm that this Contract does not vary or exclude the operation of any law (including any Relevant Law) that provides an immunity, limitation of liability or indemnity for us.*

*If you are a Business Customer you must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of yours which may result from poor 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, the Goods Act 1958, the Fair Trading Act 1999 or any other equivalent law is limited to the maximum extent permitted by those Acts or laws. In particular, to the extent permitted by those Acts or laws, our liability for a breach of any condition, warranty, representation or right which is implied into this Contract by one of those laws will (at our option) be limited to providing to you equivalent goods, replacement goods or payment of the cost of acquiring equivalent goods or re-supplying the service or the payment of the cost of having the services supplied again.*

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

## **9. 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 Contract. If a force majeure event occurs, the affected party will not be in breach of this Contract 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 *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.

## **10. Information and Enquiries**

### 10.1. 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 write to *you* within 14 days and inform *you* of the outcome. If *we* need to take further steps, for example if the problem is of a technical nature requiring the involvement of *your* Distributor, *we* will write to *you* and explain what is happening. If *you* are not satisfied with *our* response, *you* may request that *your* complaint be raised to a higher level in *our* organisation.

If *you* are still not satisfied with *our* response, *you* may also refer any complaint or dispute about *our* service to *EWOV* on their freecall number 1800 500 509.

### 10.2. 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* can call the faults and emergencies number on *your* bill.

### 10.3. 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.

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

## **11. This Contract**

### 11.1. Notices

All notices under this Contract 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.

#### 11.2. Transfer to another party

We may transfer or novate *our* rights and obligations under this Contract for one or all types of *energy* to another *Retailer* at any time by notice to *you* if:

- that novation or assignment forms part of the transfer of all or substantially all of *our* retail sales business to that other *Retailer*; or
- *you* agree to that transfer or novation.

*You* need to get *our* consent if *you* want to assign this Contract.

#### 11.3. Relevant Law

*You* and *we* agree to comply with all requirements in the *Relevant Laws* except where this Contract is different to those requirements and where that difference is permitted by the *Relevant Laws*, in which case this Contract will apply.

In particular, the *Retail Code* sets out *our* obligations to *you* and *your* obligations to *us*, for which some (but not all) of those obligations are set out in this Contract. However, in any event, this Contract cannot be inconsistent with the *Retail Code*. If a term or condition of this Contract is inconsistent with the *Retail Code*, it is void and the corresponding term or condition in the *Retail Code* is incorporated into this Contract 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 copy of the *Retail Code*.

## 12. Important Information

In this section titled 'Important Information' '*you*' includes any individual company director or principal of a business or partnership deemed to have entered into this Contract on behalf of a *Business Customer*.

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

By entering into this Contract, *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.

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

This Contract 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.

### 12.3. 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 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.

*Red Energy* collects 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.

*We* may disclose *your* information (irrespective of where the information was obtained from) to third parties in connection with our provision of *Energy* to *you* and 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.

From time to time *we* may have promotional material that *we* would like to provide to *our* customers to inform them of *our* latest promotions and offers. If *you* wish to receive this information, please let *us* know.

### 13. 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 Contract, and includes 'Excluded Service Charges' as defined in any *Relevant Laws*.

*assigned meter identifier* means a unique number 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 Customer* means a customer who consumes *energy* at a *Supply Address* 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 Victoria appointed under the Public Holidays Act 1993 (Vic).

*Deemed Contract* has the meaning given to it in clause 4.1.

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

*domestic or small business customer* has the meaning given to it in the *Electricity Act* or the *Gas Act* (as the case may be).

*Electricity Act* means the Electricity Industry Act 2000 (Vic).

*energy* means both electricity and gas, or electricity only, or gas only, depending on which of these *you* purchase from *us*.

*EWOV* means the Energy and Water Ombudsman (Victoria).

*Gas Act* means the Gas Industry Act 2001 (Vic).

*Guideline* means a guideline published by the Essential Services Commission.

*late payment fee* has the meaning given to it in the *Retail Code*.

*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*.

*Red Energy, us, we* or *our* means Red Energy Pty Limited ABN 60 107 479 372.  
*relevant customer* has the meaning given to it in the *Retail Code*.

*Relevant Laws* means any Acts, orders, rules, regulations, guidelines, licences, codes or other regulatory instruments in force from time to time that govern the supply or sale of electricity or gas in Victoria.

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

*responsible* has the meaning given in the *Retail Code*.

*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.

*small retail customer* has the meaning given to it in the *Electricity Act* or the *Gas Act* (as the case may be).

*Standard Tariffs* means the tariffs published by *us* from time to time in the Government Gazette under section 35 of the *Electricity Act* for electricity or section 42 of the *Gas Act* for gas.

*Standing Offer Contract* has the meaning given to it in clause 4.1.

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

*you* (or *your*) means the customer who is bound by this Contract in accordance with clause 4.1.

In this Contract, unless the context requires otherwise:

- (i) headings are for convenience only and do not affect the interpretation of any part of this Contract;
- (ii) words importing the singular include the plural and vice versa; and
- (iii) a reference to *us* connecting or disconnecting or reconnecting *you* is to be construed in accordance with the *Retail Code*.

## **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

Red Energy Pty Limited ABN 60 107 479 372