

## **Additional Standard Terms and Conditions for ALL South Australian Residential Customers**

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

### **What's the deal with the Sign Up Promotion?**

If applicable and we have agreed to provide *you* with a Sign Up Promotion as set out in *your Product and Pricing Schedule*, we agree that after *your* transfer to *Red Energy*, we will provide *you* with that promotional offer in accordance with these terms and conditions. If that Sign Up Promotion is a Sign Up Credit (as set out in *your Product and Pricing Schedule*), we agree that after *your* transfer to *Red Energy*, we will credit *your* first bill with the amount indicated on that Schedule provided *you* have not terminated this *Agreement* on or before the date of *your* next scheduled meter read. Only one Sign Up Promotion is available per customer.

In the event that *your Agreement* with us ends, and *your* account is in credit as a result of the Sign Up Promotion at the time of producing *your* final bill, *you* will not be entitled to any refund which relates to such credit. This credit cannot be redeemed for cash.

### **Fixed Term Contracts and Early Termination Fees**

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

### **Can this Agreement change?**

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

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

*You* have agreed to enter into an *Agreement* with a variable tariff. *You* understand and agree that we may vary *your* tariff by providing *you* with notice of that change. The notice will be given to *you* as soon as possible, and in any event, not later than *your* next bill, and will vary this *Product and Pricing Schedule* as set out in the notice.

### **Credit Management**

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

### **What is a Pay On Time Discount™ (POTD)?**

*You* will receive a 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 and/or rebate 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 Quarterly Product customers (ie. customers being billed and paying quarterly): *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 Quarterly Product 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.

### **AND FOR EVENPAY™ CUSTOMERS ONLY:**

#### **What and when will *you* pay?**

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

If we have not received *your* Direct Debit form, or notification from Centrepay that *your* payment has been set up, prior to sending *you* a bill, *you* will be deemed to be on *our* Quarterly Product and are required to pay that bill in accordance with *our* Customer Charter. *You* will need to pay this bill by the due date, in order to receive *your* 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 Centrepay 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* and at the frequency as set out in *your Product and Pricing Schedule*. These amounts have been estimated based on *your* expected annual consumption, and *your* current circumstances, including *your* entitlement to concessions or any government rebates.

Each quarter, we will issue a bill that shows the charges *you* have incurred and the payments *you* have made. This will mean from time to time *your* balance will be in debit or in credit.

*You* agree to vary the standard payment terms set out in the Customer Charter from at least 12 *Business Days* to enable this.

If we do not receive any of the agreed payments or these payments are subsequently dishonoured *you* may be removed from EvenPay™ and placed upon *our* Quarterly Product. *You* will not receive the POTD for that billing period in which a payment is not received or subsequently dishonoured.

#### **What happens if we estimate incorrectly?**

We will estimate *your* payments to try to balance them with *your* expected annual consumption. If *your* account balance becomes significantly in arrears, *you* should contact us to change *your* payment amount. *You* agree that we can change this amount by providing *you* with 14 days written notice and this notice will be a variation to *your Product and Pricing Schedule*. If *you* are paying through Centrepay, *you* agree to change *your* payment amount within 14 days of being requested to do so by us.

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.

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

*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*. We will send *you* a new *Product and Pricing Schedule*. Any balance (debit or credit) on the final bill at *your* old *Supply Address* can be transferred to the new *Supply Address*.

#### **What happens if this Agreement is ended?**

If this Agreement is ended by *you* or us, any outstanding balance, including any applicable Early Termination Fee, must be paid in full by *you*. In the event that *your* account is in credit, any credit balance will be transferred to any amounts owing on any other accounts *you* have with us, and any surplus will then be refunded to *you*.