

Red Energy

THINGS YOU  
NEED TO KNOW



CUSTOMER CHARTER





# INTRODUCTION

This Agreement sets out the terms and conditions on which we agree to sell you Energy and you agree to buy Energy from us.

**This Agreement is a 'market retail contract' for:**

- Small Customers under the National Energy Retail Law with their Applicable State being New South Wales, Queensland, South Australia and Australian Capital Territory; and
- Small Customers under the Energy Retail Code with their Applicable State being Victoria.

For more information about Red Energy, visit **[redenergy.com.au](https://redenergy.com.au)**



# CONTENTS

|     |  |    |
|-----|--|----|
| 1.  | THE PARTIES  | 1  |
| 2.  | DEFINITIONS  | 1  |
| 3.  | SCOPE OF AGREEMENT   | 1  |
| 4.  | WHEN DOES THIS AGREEMENT,<br>AND THE SUPPLY OF ENERGY START? | 1  |
| 5.  | WHEN DOES THIS AGREEMENT END?                                | 2  |
| 6.  | TARIFFS AND CHARGES  | 5  |
| 7.  | ABOUT YOUR BILL  | 6  |
| 8.  | PAYING YOUR BILL   | 7  |
| 9.  | REVIEWING YOUR BILL  | 9  |
| 10. | UNDERCHARGING  | 10 |
| 11. | OVERCHARGING   | 10 |
| 12. | ABOUT DISCONNECTION  | 11 |
| 13. | RECONNECTION AFTER DISCONNECTION                             | 13 |
| 14. | ABOUT YOUR METER   | 13 |
| 15. | YOUR GENERAL OBLIGATIONS                                     | 15 |
| 16. | LIABILITY AND INDEMNITY                                      | 16 |
| 17. | FORCE MAJEURE  | 18 |
| 18. | COMMISSIONS  | 18 |
| 19. | CREDITWORTHINESS   | 18 |
| 20. | SECURITY DEPOSITS  | 19 |
| 21. | PRIVACY  | 20 |
| 22. | NOTICES AND BILLS  | 20 |
| 23. | GENERAL  | 21 |
| 24. | COMPLAINTS   | 22 |
| 25. | DEFINITIONS AND INTERPRETATION                               | 23 |

## **1. THE PARTIES**

1. This Agreement is between Red Energy (**we, our or us**) and you, the customer (**you or your**) for the supply of Energy and comprises the terms and conditions set out in this Customer Charter and your Product and Pricing Schedule.
2. Unless we have expressly entered into a Dual Fuel Agreement with you, we have separate Agreements for the supply of electricity and gas and we will issue you separate bills.

## **2. DEFINITIONS**

Capitalised terms in this Agreement have the same meaning given to those terms in the Definitions section of this Agreement or in the Relevant Laws (some of which are explained in simplified form in the Definitions section of this Agreement).

## **3. SCOPE OF AGREEMENT**

1. We agree to sell you Energy at your Supply Address, meet our other obligations under this Agreement and to comply with the Relevant Laws.
2. You agree to buy Energy from us at your Supply Address, meet your other obligations under this Agreement and to comply with the Relevant Laws.
3. This Agreement does not cover the physical connection of your Supply Address to the Distribution System. Your Distributor will provide this service under another contract. Contact your Distributor directly in the first instance in the event of a fault or Emergency. Their number is printed on your bill.

## **4. WHEN DOES THIS AGREEMENT, AND THE SUPPLY OF ENERGY START?**

### **4.1 When does this Agreement start?**

1. This Agreement starts on the date you accept our offer to supply you with Energy, or if you are an existing customer, on the date you agree to be supplied under this new Agreement.
2. If you are currently supplied by another Retailer, then by entering into this Agreement you have given your consent to transfer the responsibility for supply of Energy at the Supply Address from that Retailer to us. You will continue to be supplied by that Retailer until the transfer to us is complete.

## **4.2 When does the supply of Energy start?**

Supply under this Agreement will start on the date:

1. you have satisfied any pre-conditions set out in the Relevant Laws; and
2. metering equipment has been installed (if it is not already in place) at your Supply Address which complies with the Relevant Laws; and
3. your assigned meter identifier, being the unique number that identifies your electricity and/or gas supply point, has been transferred to us and we become responsible for the Energy supplied at your Supply Address under the Relevant Laws.

## **4.3 Cooling Off Period**

1. You have a right to cancel this Agreement within 10 Business Days starting from the day after you receive this Agreement, or within the period prescribed in the Relevant Laws, whichever is longer (**Cooling Off Period**).
2. Your right to end this Agreement within the Cooling Off Period applies even if you have accepted or otherwise agreed to this Agreement. To cancel you must notify us either in writing or verbally that you would like to end this Agreement. You can use the Cancellation Notice enclosed with this Agreement to notify us if you wish. We will keep a record of any cancellation made within the Cooling Off Period.

## **4.4 Assumptions**

When we enter into an Agreement with you, we need to make some assumptions including about the type of Meter installed at your property, the amount of energy to be consumed and the tariff charged to us by the Distributor. If we find that any of the assumptions on which we based our offer are incorrect, we will make a revised offer to you based on the correct information. If we send you a revised offer your Cooling Off Period will restart on the date you received the revised offer.

## **5. WHEN DOES THIS AGREEMENT END?**

### **5.1 If you choose to end this Agreement or vacate your Supply Address**

1. If you are moving out, selling or otherwise vacating the Supply Address, you must notify us that you intend to vacate the Supply Address and provide your forwarding address to us so we can send you your final bill.

2. If you vacate your Supply Address, or otherwise wish to terminate this Agreement, then subject to clause 5.7, this Agreement will end 10 Business Days after we receive your notice that you are vacating or otherwise wish to terminate.
3. Unless otherwise provided under this Agreement, you must pay us for Energy consumed at your Supply Address until the later of:
  - (a) 3 Business Days after you give us notice that you will vacate (or have vacated) your Supply Address; and
  - (b) the date you vacate your Supply Address.
4. If we both agree on an end date, this Agreement will end on the date we agree to end it.
5. If you give us a notice during the Cooling Off Period under clause 4.3(1), this Agreement will end on the date we receive that notice.

## **5.2 New retail contract or new customer**

If you enter into a new retail contract for the same Energy supply at your Supply Address, this Agreement will end on the date that new retail contract starts, regardless of whether that new retail contract is with us or another Retailer who becomes responsible for your Supply Address under the Relevant Laws.

## **5.3 Reclassification**

1. If you are not a Small Customer, or if we or your Distributor reclassify you as no longer being a Small Customer, we will notify you that this Agreement will end on a date specified by us in the notice or as otherwise agreed between us.
2. If we are entitled to terminate this Agreement under clause 5.3(1), we may offer to enter into a new contract with you in the notice we send you. If you do not enter into a new contract with us or another Retailer prior to the expiry of the relevant notice period, you will be placed on our standard terms, conditions and pricing that would usually apply to a large customer of your profile.

## **5.4 Unsupported Meter**

If at any point after this Agreement commences, we are or become unable to supply Energy to your Supply Address because we do not support the type of Meter at your Supply Address, then this Agreement will end.



## **5.5 Disconnection**

If you have been Disconnected in accordance with this Agreement and you do not contact us and meet the requirements under the Relevant Laws for reconnection, this Agreement will end after 10 Business Days from the date of Disconnection.

## **5.6 Change in Control, bankruptcy and Retailer of Last Resort Events**

1. This Agreement will end, subject to the Relevant Laws:
  - (a) where you have been subject to a Change in Control, 5 Business Days from the date that we send you a notice that we intend to end this Agreement;
  - (b) where you are bankrupt or insolvent, 5 Business Days from the date that we send you a notice that we intend to end this Agreement; or
  - (c) where a ROLR Event occurs, on the date you are transferred to another Retailer under the relevant ROLR Scheme or as otherwise prescribed by the Relevant Laws or the ROLR Scheme in your Applicable State.
2. You must advise us as soon as practicable if you have been subject to a Change in Control or you are bankrupt or insolvent.
3. If your account is a joint account, any joint account holder(s) will remain liable for Energy Tariffs payable under this Agreement even if one joint account holder is bankrupt or insolvent.

## **5.7 Access to Meter – Final Meter Read**

If we are unable to access your Supply Address to conduct a final Meter read (where applicable) because you have not provided us such safe and unhindered access, this Agreement will not end until we have issued you a final bill and you have paid any outstanding amount for the sale of Energy. You will be responsible to pay us for Energy Tariffs incurred up until this final reading takes place.

## **5.8 What you have to pay when this Agreement ends**

1. If this Agreement ends, subject to clause 5.7, we will send you a final bill containing any outstanding payments.
2. Rights and obligations accrued before the end of this Agreement continue despite the end of the Agreement, including any obligations to pay amounts to us.

## 6. TARIFFS AND CHARGES

### 6.1 Applicable Tariffs & Charges

1. You must pay us for the Energy we sell to you at your Supply Address and for any other goods or services we provide to you at the tariffs set out in your Product and Pricing Schedule (**Energy Tariffs**).
2. You must also pay us:
  - (a) any Additional Service Charges; and
  - (b) any charges that we pay on your behalf, such as those charges we pay to your Distributor, your Metering Service Provider and any other person.

### 6.2 Variation of Energy Tariffs

1. Subject to clause 6.2(2), and unless otherwise stated in your Product and Pricing Schedule, we may vary your Energy Tariffs (including the structure of your Energy Tariffs) from time to time, for any reason and in any manner, including (but not limited to) if a Change Event causes an increase to our costs or your Energy Tariff is reclassified because of a change in your Meter type and/or Energy consumption.
2. Where we vary your Energy Tariffs in accordance with clause 6.2(1), we will provide you with written notice (**Notice**). If your Applicable State is South Australia, New South Wales, Victoria or the ACT we will provide you with Notice no later than 5 Business Days before the variation to your Energy Tariffs is to apply to you, unless an exception applies under the Relevant Laws.

If your Applicable State is Queensland and the variation results in:

- (a) an increase to your Energy Tariffs, we will provide you with Notice at least 10 Business Days before the variation to your Energy Tariffs is to apply to you; or
- (b) a decrease in your Energy Tariffs, we will provide you with Notice as soon as practicable, and in any event no later than your next bill (which may take the form of a statement contained in your bill).

### 6.3 Benefit Change

1. Your Product and Pricing Schedule may specify a benefit which is provided to you (for example, a program which provides discounts or promotional offers in relation to goods and services offered by third party suppliers). It may be necessary for us to change that benefit from time to time (**Benefit Change**).
2. We will provide you with notice in writing of any Benefit Change no earlier than 40 Business Days and no later than 20 Business Days before the date of the Benefit Change.

## **6.4 GST**

1. Any amounts specified in or payable under this Agreement (which includes your Product and Pricing Schedule) from time to time may be stated to be exclusive or inclusive of GST.
2. Unless an amount is stated to include GST, where an amount you pay under this Agreement is payment for a "taxable supply" (as defined for GST purposes), to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.
3. Subject to receipt of an effective tax invoice, you must pay us all applicable GST at the same time as you pay your bill.

## **7. ABOUT YOUR BILL**

### **7.1 What your bill includes**

Your bill will include:

1. itemised charges you are required to pay under this Agreement, including the Energy Tariffs; and
2. all information required under the Relevant Laws to allow you to understand your consumption, charges, payment options and other important information.

### **7.2 Billing Cycle**

1. We will issue your bill:
  - (a) at least quarterly; or
  - (b) if you have a Smart Meter, monthly, unless:
    - (i) you have requested to be billed quarterly; or
    - (ii) your Smart Meter does not have active telecommunications, in which case you will be billed at least quarterly; or
  - (c) if your Applicable State is Victoria, every two months for gas; or
  - (d) as otherwise agreed between you and us.
2. If you request to have your billing cycle changed more than twice in a 12 month period, we may charge you an Additional Service Charge.
3. We may change the billing frequency in accordance with the Relevant Laws.

### **7.3 Historical Billing and Consumption Information**

We will give you or a person authorised to act on your behalf, information about your billing or consumption history, free of charge on request. However, if these requests become too frequent, we may charge you if permitted under the Relevant Laws.

### **7.4 Meter Readings**

1. We will base your bill on a reading of your Meter, an estimation of your consumption of energy or as otherwise agreed in accordance with the Relevant Laws. We will let you know on your bill if we have estimated your consumption.
2. At a minimum, we will read your Meter once in every 12 month period, unless we are unable to read your Meter because we do not have safe access to your Meter, or we are unable to reliably base your bill on a reading of the Meter.
3. If you have been responsible for us being unable to read the Meter and you later request an actual reading, you may be charged an Additional Service Charge for the read.
4. If we have estimated the Energy you have consumed but later obtain reliable Metering Data or data from a Meter self-read by you in accordance with clause 9(2), we will adjust your account in accordance with the Relevant Laws.
5. Where you have a Smart Meter and:
  - (a) you have requested that the telecommunications network connection to your Smart Meter be deactivated; or
  - (b) there is no active telecommunications network connection at your Supply Address.

You may be charged a fee to deactivate the telecommunications (if applicable) and ongoing physical Meter reading charges. These charges are set out in the Additional Service Charges.

## **8. PAYING YOUR BILL**

### **8.1 Payment Date**

You need to pay the amount shown on each bill by the Pay-By Date.

## **8.2 Dishonoured payments**

If we incur a dishonoured payment fee due to an act or omission caused by you in paying your bill, we may recover the amount of that fee if permitted to do so under the Relevant Laws.

## **8.3 Difficulties in paying us and hardship**

1. If you have difficulties in paying your bill you should contact us as soon as possible and we can provide you with information about options for payment.
2. If you tell us you have difficulty in paying your bill, we will offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months – or you have been convicted of an offence involving the illegal use of Energy in the previous 2 years, in accordance with the Relevant Laws.
3. Additional assistance may be available to you under our customer hardship policy and under the Relevant Laws. A copy of our customer hardship policy is available on our website. We will provide you with a hard copy free of charge if you request one.

## **8.4 Payment allocation**

If we supply you with both electricity and gas, we will apply your payments for electricity and gas charges as you instruct. If you give us no instructions, we will apply your payments in proportion to the relative value of those charges. If you finalise any account with us, we have the right to transfer any credit balance to any other account you have with us, prior to providing you with any refund. If you have multiple active accounts with us, you agree that we may transfer any credit balances to any other active accounts you may have with us in order to avoid any Disconnection action by us under clause 12.1.

## **8.5 Concessions**

We can provide you with information on various government assistance and concession schemes which you may be entitled to. For more information on concession entitlements, see our website at [redenergy.com.au](http://redenergy.com.au) or contact us on 131 806.

## **8.6 EvenPay™**

We may, where you agree, arrange for you to pay your bills under our bill smoothing arrangement EvenPay™, which is based on a 12 monthly estimate of your Energy consumption.

## 9. REVIEWING YOUR BILL

1. If you disagree with the amount you have been asked to pay in your bill, you can ask us to review your bill.
2. Where your bill has been based on an estimation of your consumption, you may request an adjustment to your bill by providing us with your own reading of the Meter (assuming your electricity Meter is not an interval Meter). We will issue you with an adjusted bill if:
  - (a) we receive your reading of your Meter before the Pay-By Date; and
  - (b) your reading is in accordance with our guidance and requirements, which are published on our website.
3. We will promptly notify you where your self-read has not been accepted and explain to the customer the specific reason(s) for not accepting it.
4. If you ask us to, we must arrange for a check of the Meter reading or Metering Data or for a test of the Meter in reviewing the bill. You will be liable for the cost of the check or test if no fault is found, and we may request payment in advance if we are permitted to under the Relevant Laws.
5. However, if the Meter or Metering Data proves to be faulty or incorrect, we will not charge you for the check or test and we must reimburse you if you paid any amount in advance.
6. If your bill is being reviewed, you are still required to:
  - (a) pay any other bills from us that are due for payment; and
  - (b) for the disputed amount, the lesser of:
    - (i) the portion of the bill that you do not dispute; or
    - (ii) an amount equal to the average of your bills in the last 12 months.
7. Where, after conducting a review of the bill, we are satisfied that it is:
  - (a) correct, you must pay us the unpaid amount of the disputed bill that remains outstanding; or
  - (b) incorrect, we will adjust the bill in accordance with clause 10 or 11, as applicable.
8. If you are not satisfied with our decision under this clause 9, you may lodge a dispute with the Ombudsman after we complete our review.

## 10. UNDERCHARGING

If we have undercharged you, we may recover the undercharged amount from you in accordance with the Relevant Laws. In particular:

1. we will not charge interest on the amount undercharged;
2. we will only recover from you the amount you were undercharged in the timeframe set out in the Relevant Laws immediately before we notify you of the undercharging, except if the undercharge is caused by you;
3. if you were undercharged for less than 12 months, you are entitled to have the same time period to pay the undercharged amount (in instalments) as the period of time during which you were undercharged; and
4. if you were undercharged for 12 months or longer, you are entitled to have 12 months to pay the undercharged amount (in instalments).

## 11. OVERCHARGING

Where you have been overcharged, we will notify you and refund the amount to you in accordance with the Relevant Laws, and:

1. where you have been overcharged by less than \$50 (or such other amount as determined by the Relevant Laws), we must credit the amount on your next bill if you have already paid the overcharged amount;
2. where you have been overcharged by \$50 or more (or such other amount as determined by the Relevant Laws), we must contact you within 10 Business Days of our becoming aware of the overcharge and pay back the amount as reasonably requested by you. If you do not make such request, we will credit that amount to your next bill;
3. we are only required to repay the amount overcharged in the 12 months before the error was discovered, where you were overcharged as a result of your unlawful act or omission; and
4. we will not pay interest on any overcharged amount unless specifically required to under the Relevant Laws.

## 12. ABOUT DISCONNECTION

### 12.1 Disconnection by us

1. We will only disconnect you if permitted to do so by the Relevant Laws. To the extent permitted by the Relevant Laws, we may arrange for the Disconnection of your Supply Address if:
  - (a) you do not pay your bill by the Pay-By Date and you:
    - (i) fail to comply with the terms of an agreed payment plan; or
    - (ii) do not agree to an offer to pay the bill by instalments or having agreed, you fail to comply with the instalment arrangement; or
  - (b) you do not provide a Security Deposit we are entitled to require from you; or
  - (c) you do not give access to your Supply Address to:
    - (i) read a Meter (where relevant) for 3 consecutive Meter reads; or
    - (ii) test, maintain, inspect, alter or replace a Meter; or
  - (d) there has been illegal or fraudulent use of Energy at your Supply Address in breach of clause 15.2 of this Agreement; or
  - (e) we are otherwise entitled or required to do so under the Relevant Laws; or
  - (f) this Agreement is terminated under clause 5.
2. You may be required to pay a Disconnection fee if we Disconnect or attempt to Disconnect your Energy supply for the reasons stated above, if permitted by the Relevant Laws.

### 12.2 Notice and warning of Disconnection

Before Disconnecting your Supply Address, we will meet the warning notice requirements and other conditions in the Relevant Laws. We are not required to provide a warning notice in certain circumstances, including if clause 12.1(1)(d) applies or if there is a health or safety issue.



### 12.3 When we must not arrange Disconnection

1. Subject to us satisfying the requirements in the Relevant Laws, and subject to clause 12.2, your Supply Address may not be Disconnected during the following times (the **Protected Period**):
  - (a) on a Business Day before 8am or after 3pm (or if your Applicable State is Victoria before 8am or after either 2pm if you are a Residential Customer or 3pm if you are a Business Customer);
  - (b) on a Friday or the day before a public holiday;
  - (c) on a weekend or a public holiday;
  - (d) on the days between 20 December and 31 December (both inclusive) in any year; or
  - (e) if you are being Disconnected under clause 12.1(1)(a) during an extreme weather event.
2. Your Supply Address may be Disconnected within the Protected Period:
  - (a) for reasons of health and safety, including electrical safety;
  - (b) in an Emergency;
  - (c) as directed by a Relevant Authority;
  - (d) if you are in breach of the clause of your Customer Connection Contract which deals with interference with Energy equipment;
  - (e) if you request us to arrange Disconnection within the Protected Period;
  - (f) if your Supply Address contains a commercial business that only operates within the Protected Period and where access to the Supply Address is necessary to effect Disconnection;
  - (g) where your Supply Address is not occupied; or
  - (h) under any other circumstance permitted under the Relevant Laws.
3. If you have a Dual Fuel Agreement, we will not Disconnect your supply of electricity until at least 15 Business Days have elapsed since we Disconnected your supply of gas.
4. You must comply with our reasonable requests in accordance with our procedures and the Relevant Laws to enable us to Disconnect or reconnect your Supply Address under this Agreement.

### **13. RECONNECTION AFTER DISCONNECTION**

1. We must request your Distributor and/or Metering Service Provider (as the case may be) to reconnect your Supply Address if, within 10 Business Days of your Supply Address being Disconnected
  - (a) you ask us to arrange for reconnection of your Supply Address; and
  - (b) you rectify the matter that led to the Disconnection; and
  - (c) you pay any reconnection charge (if requested).
2. We will arrange any reconnection under clause 13(1) within the timeframe required by the Relevant Laws.
3. We may terminate this Agreement 10 Business Days after Disconnection if you do not meet the requirements in clause 13(1).
4. For the purposes of clause 13(1)(b):
  - (a) if your Applicable State is Victoria; and
  - (b) you are eligible for a Utility Relief Grant; and
  - (c) you apply for a Utility Relief Grant within 10 Business Days of Disconnection, then you will be taken to have rectified the matter that led to the Disconnection.
5. In accordance with the Relevant Laws, if your Supply Address has been disconnected for longer than 12 months (or any other timeframe specified in the Relevant Laws), you may be required to obtain an electrical safety inspection prior to requesting reconnection.

### **14. ABOUT YOUR METER**

#### **14.1 Ownership of the Meter**

The Meter at your Supply Address is the property of the Metering Service Provider, the Distributor or us (as the case may be).

#### **14.2 Access**

1. You must give us, the Distributor, the Metering Service Provider and our respective 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 maintain your Meter. Our representatives will carry or wear official identification which they will produce upon request.
2. You must inform us immediately of any hazards or requirements affecting access to the Meter or associated equipment as soon as possible.

### **14.3 Your obligations**

It is your responsibility to:

1. keep your Meter clear of all hazards and interference;
2. not in any way tamper with, permit tampering with, or otherwise interfere with, remove or damage the Meter or associated equipment;
3. at all times keep your Meter and any ancillary equipment and connections in good condition and repair; and
4. comply with the Distributor's requirements and the Metering Service Provider's requirements (if any).

### **14.4 New Smart Meter Deployment**

1. If you have expressly communicated your consent for us to replace your Meter as part of a New Meter Deployment:
  - (a) you will be taken to have waived your right to opt out of having your Meter replaced with a Smart Meter; and
  - (b) we may carry out a New Meter Deployment at your Supply Address.
2. If you have not expressly communicated your consent to replace your Meter, we will communicate with you in accordance with the Relevant Laws regarding any New Meter Deployment.
3. You agree that we may interrupt your electricity supply at your Supply Address for the purpose of installing, maintaining, repairing or replacing your Meter where permitted by the Relevant Laws. If we do so we may seek your consent to the Interruption occurring on a specified date or on any day within a specified 5 Business Day range, otherwise:
  - (a) we will give you at least the minimum notice period required by the Relevant Laws; and
  - (b) make ourselves available to answer inquiries about the Interruption in accordance with the Relevant Laws.
4. If you have a Smart Meter installed we may issue your bill via email and on a monthly basis, unless clause 7.2(1)(b) applies.

## **15. YOUR GENERAL OBLIGATIONS**

### **15.1 Provision of information**

1. You must give us any information we reasonably require for the purposes of this Agreement. The information must be correct and not misleading.
2. You must tell us promptly if information you have provided to us changes, including if your billing address or contact details change or if your use of Energy changes (for example, if you start using the Supply Address for a commercial purpose).

### **15.2 Illegal Consumption of Energy**

1. You must not, and must take reasonable steps to ensure others do not:
  - (a) take or use Energy supplied to your Supply Address illegally or use the Energy supplied to your Supply Address or any associated equipment in a manner that:
    - (i) unreasonably interferes with the connection or supply of Energy to another Customer; or
    - (ii) causes damage or interference to any third party;
  - (b) tamper with or bypass your Meter or the equipment associated, except as permitted by law; or
  - (c) allow Energy purchased from us to be used otherwise than in accordance with this Agreement and the Relevant Laws.
2. If your actions result in damage to or loss of our (or the Metering Service Provider's or the Distributor's) equipment (including the Meter at your Supply Address), we, or the Metering Service Provider or the Distributor (as the case may be) may recover from you the costs of repair or replacement of that equipment together with reasonable costs of investigation, Disconnection and legal services in connection with the damage.

### **15.3 Life Support**

1. If a person living or intending to live at your Supply Address requires life support equipment you must register your Supply Address with us or your Distributor by providing written confirmation from a registered medical practitioner that a person residing or intending to reside at the Supply Address requires life support equipment.
2. If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you at least 50 Business Days to provide written confirmation from a registered medical practitioner. If you do not provide us or your Distributor with confirmation from a registered medical practitioner, the Supply Address may cease to be registered as having life support equipment.

3. You must tell us or the Distributor if the life support equipment is no longer required at your Supply Address.
4. We may from time to time require written confirmation that there is still life support equipment present at your Supply Address in order for you to remain registered.

#### **15.4 Obligations if you are not an owner**

If you are not the owner of the premises at your Supply Address and you cannot meet an obligation under this Agreement, you will not be in breach of the obligation provided you have taken all reasonable steps to ensure that the owner or other person responsible for your Supply Address fulfils the obligation.

### **16. LIABILITY AND INDEMNITY**

#### **16.1 Our liability**

1. You acknowledge that:
  - (a) the quality, frequency, voltage and reliability of your electricity supply and the quality, pressure and continuity of your gas supply, is subject to a range of factors outside our control, including weather conditions, system demand, limitations of the Distribution System and the actions of your Distributor; and
  - (b) to the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of Energy, its quality, fitness for purpose or safety, other than those set out in this Agreement.
2. Nothing in this Agreement in any way alters or excludes the application of any legislation which by law cannot be excluded, restricted or modified.
3. Unless we have acted in bad faith or negligently, the Relevant Laws exclude our liability for any loss or damage you suffer as a result of the total or partial failure to supply Energy to your Supply Address, which includes any loss or damage you suffer as a result of the defective supply of Energy.
4. To the fullest extent permitted by law, equity and statute, our liability to you for breach of any statutory guarantees or other conditions, warranties or rights under the Australian Consumer Law or any other equivalent law is limited to the maximum extent permitted by those laws. In particular, our liability in relation to the supply to you of any goods or services which are not of the kind ordinarily acquired for personal, domestic or household use or consumption, for a breach of a consumer guarantee under the Australian Consumer Law is limited to:

- (a) in the case of goods, the replacement of the goods or the supply of equivalent goods; or the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (b) in the case of services, the supply of the services again; or the payment of the cost of having the services supplied again.
5. To the fullest extent permitted by law, equity and statute, we (including our employees, agents and contractors) are not liable to you for damages of any kind whatsoever (whether at law, equity, under statute or otherwise) including, without limitation, damages caused by, arising from or relating to:
- (a) any failure or defect in the supply of Energy caused by machinery and equipment breakdown or causes beyond our control;
  - (b) any delay in connecting your Supply Address to the Distribution System;
  - (c) any deficiency or defect in the service equipment of any part of the Energy supply system;
  - (d) any characteristic of the Energy supply (such as the voltage or frequency) which makes it unsuitable for use; or
  - (e) an Interruption to supply not caused by us or permitted under this Agreement, provided that nothing in this clause 16.1(5) shall limit our liability to you for breach of this Agreement or negligence by us.

## **16.2 Customer indemnity**

1. You must ensure that your actions will not do anything that will cause harm or impose any liability on us.
2. You must indemnify us for any claims against us by any person for acts or omissions by you in connection with this Agreement or arising from the supply of Energy to you under this Agreement including, without limitation, claims caused by, arising from or relating to:
  - (a) your use of Energy beyond the Meter; or
  - (b) your having permitted Energy to leave your Supply Address and re-enter the Distribution System (such as where you have a solar generator), provided that the amount which we may recover from you under your indemnity is limited to that amount which we would otherwise have been able to recover at general law for breach of contract or negligence by you in respect of this Agreement.

3. You must take reasonable precautions to minimise the risk of loss or damage to any equipment, Supply Address or business, which may result from poor quality or reliability of Energy supply.

## **17. FORCE MAJEURE**

1. If either you or we cannot meet an obligation (other than an obligation to pay money) under this Agreement due to an event beyond your or our control (**FM Event**):
  - (a) the relevant obligation will be suspended to the extent it is affected by the FM Event for as long as the FM Event continues; and
  - (b) the affected party must notify the other party promptly of the FM Event giving full details of it, an estimate of duration, the obligations under this Agreement that are affected by it, the extent of its effect on those obligations and the steps being taken to remove, overcome or minimise its effects.
2. A party that claims a FM Event must use its best endeavours to remove, overcome or minimise the effects of the FM Event as quickly as possible (although neither you nor us are required to settle any industrial dispute if that is the FM Event).
3. If the effects of the FM Event are widespread we will be deemed to have given you notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the widespread FM Event, or otherwise as soon as practicable.

## **18. 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.

## **19. CREDITWORTHINESS**

1. We may conduct a credit check on you to assess your creditworthiness and to help us decide whether to provide our services to you on credit.
2. We may conduct a credit check on the creditworthiness of any other account holders, authorised representatives and any guarantors for the credit that we will provide to you. You agree to procure from these people and to provide to us on demand, a signed written consent (in the form required by us) for us to conduct these credit checks. We may use the results of these credit checks to determine whether to provide credit to you (or in the case of a guarantor, to assess their ability to guarantee the credit provided to you).

3. In accordance with the Relevant Laws, we may disclose your Personal Information to credit reporting bodies to obtain a consumer credit report about you, if you have applied for consumer or commercial credit. Further details regarding the management of credit related information is set out in the Notifiable Matters Statement and our credit reporting policy (which is part of our privacy policy) which is available on our website, and may be amended from time to time.
4. If we are not satisfied with your creditworthiness, we may require you to provide a Security Deposit under clause 20.

## **20. SECURITY DEPOSITS**

1. In some circumstances, we may require you to pay a Security Deposit if permitted in accordance with the Relevant Laws.
2. Where you have paid a Security Deposit, we will pay you interest on the Security Deposit in accordance with the Relevant Laws.
3. We may use your Security Deposit, and any interest earned on the Security Deposit, to offset any amount you owe us under this Agreement. If we use your Security Deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 Business Days.
4. We must return your Security Deposit and any accrued interest in the following circumstances:
  - (a) you complete 1 years' payment (in the case of a Residential Customer) or 2 years' payment (in the case of a Business Customer) by the Pay-By Date on our initial bills; or
  - (b) you stop purchasing Energy at the relevant Supply Address under this Agreement, and the Security Deposit (or any part of it) is not required to settle your final bill.



## 21. PRIVACY

1. We collect, use, hold and disclose your Personal Information and your other confidential information in order to provide you with Energy and other products and services to you. This may be sensitive information (such as that you have life support equipment at your Supply Address). You agree that we may disclose your Personal Information (including any sensitive information about you where you have consented to that disclosure) to our Related Entities to assist us in the supply of Energy and other products and services to you.
2. We may disclose your Personal Information to third parties who we engage to assist us in delivering Energy and our other goods and services to you, such as debt collection agencies, authorised representatives, third party suppliers, our business partners, government or regulatory bodies, agents and contractors, your Distributor, our Metering Service Provider and other retailers. We will otherwise collect, use, hold and disclose your Personal Information in accordance with our Privacy Collection Statement and our privacy policy which is located on our website, and which may be updated from time to time.

## 22. NOTICES AND BILLS

1. All notices and bills under this Agreement must be given in writing, unless this Agreement or Relevant Laws say otherwise, and given by hand, by mail or email:
  - (a) to you, at the last address nominated by you, which may be an email address;
  - (b) to a person authorised in writing by you to act on your behalf, at the address specified by you (which may be an email address).
2. We may also send you electronic messages (e.g. by email or SMS) or call you to help you or us better administer your account (for example, to remind you that your payment date is coming up).
3. Our contact details for you to contact us or issue a notice to us are as set out in our bill to you, or as otherwise notified to you from time to time.
4. A notice or bill given under clause 22(1) is deemed to be received by the relevant party:
  - (a) if mailed: 3 Business Days after it is posted;
  - (b) if emailed: before 4pm on a Business Day at the place of receipt, on the date sent (unless the sender receives notice that delivery did not occur or has been delayed), and otherwise on the next Business Day at the place of receipt; or
  - (c) if otherwise delivered: on the date delivered.

## **23. GENERAL**

### **23.1 Relevant law**

1. This Agreement is governed by the laws of your Applicable State.
2. The Relevant Laws set out our obligations to you and your obligations to us. If a term or condition of this Agreement is inconsistent with the Relevant Laws, it is void and the corresponding term or condition in the Relevant Laws is incorporated into and applied under this Agreement.
3. If there is a change in the Relevant Laws that materially impact our or your obligations under this Agreement, we may amend this Agreement to clarify any inconsistencies. If the terms of this Agreement materially change in this manner, we will advise you by any appropriate means.

### **23.2 Variation**

1. We may vary this Agreement at any time by notifying you by any appropriate means and in accordance with a Relevant Law:
  - (a) in response to a Change Event;
  - (b) in order to comply with Relevant Laws; or
  - (c) to make a change you have consented to or requested.
2. This Agreement may also be varied by agreement between you and us.

### **23.3 Transfer to another party**

1. We may assign, transfer or novate this Agreement, whether in whole or in part to a third party who acquires all or substantially all of our retail business, to a Related Entity or if a ROLR Event occurs in relation to us, without your prior consent.
2. You need our prior consent if you want to transfer this Agreement in any way.

### **23.4 Entire Agreement**

This Agreement represents the entire agreement between you and us and supersedes all prior arrangements or understandings between you and us.

### **23.5 Survival**

Clauses 5.7, 5.8, 6, 7, 8, 9, 10, 11, 12, 13, 15.1, 15.2, 16, 20, 21, 23, 25 and this clause 23.5 will survive termination of this Agreement.

### **23.6 Invalidity**

If any term or clause of this Agreement is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this Agreement.

### **23.7 No waiver**

If we do not exercise our rights under this Agreement it will not constitute a waiver of those rights.

## **24. COMPLAINTS**

### **24.1 Your feedback**

1. We want to know when things go right and when things go wrong. If you have a query, complaint or dispute, please contact us by mail to PO Box 4136 East Richmond Vic 3121, online at [redenergy.com.au](http://redenergy.com.au) or call us on 131 806 and we will review your complaint in accordance with our Complaint Management and Dispute Resolution Policy.
2. If you make a complaint, we must respond to your complaint within the timeframes set out in our Complaint Management and Dispute Resolution Policy and let you know:
  - (a) the outcome of your complaint; and
  - (b) that if you are not satisfied with our response, you have the right to refer the complaint to the Ombudsman.

### **24.2 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.

## 25. DEFINITIONS AND INTERPRETATION

### 25.1 Definitions

**Additional Service Charges** includes any additional retail charge and any other fees or charges set out in this Agreement, the Product and Pricing Schedule or other charge that we may recover from you under the Relevant Laws. A full list of additional fees and charges are available at [redenergy.com.au](http://redenergy.com.au) as amended from time to time.

**Agreement** means the agreement between you and us, comprising the terms and conditions contained in the Customer Charter, and the Product and Pricing Schedule.

**Applicable State** means the State or Territory where the Relevant Laws regarding the sale and supply of Energy apply to your Supply Address. This will usually be the State or Territory in which your Supply Address is located. However, in some cases your Supply Address may be located in one State or Territory and your Distribution System may be based in another State or Territory. Where this is the case your Applicable State may be, for some or all purposes, the State or Territory in which your Distribution System is based. Please call us if this applies to you and you have any questions.

**Australian Consumer Law** means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

**Benefit Change** has the meaning given to that term in clause 6.3.

**Business Customer** means a customer that is not a Residential Customer.

**Business Day** means a day other than a Saturday or Sunday or a public holiday in your Applicable State.

**Change Event** means the introduction or occurrence of any of the following or a change to any of the following after the date on which this Agreement commences:

1. any tax, levy or duty that is imposed or passed on to us by any government or semi-governmental body or regulatory requirement (including consumption, goods and services or value added tax, production tax, energy tax, fuel tax credit, carbon tax or carbon price or greenhouse gas emissions tax or environmental tax); or
2. any cost, levy or charge incurred by or passed on to us:
  - (a) in connection with participating in the national electricity market or the gas retail market; and/or
  - (b) in connection with the acquisition of electricity or gas or the retail of electricity or gas (including the cost of price movements in the wholesale markets, a change in your metering arrangements, the cost of complying with a change in the Relevant Laws, a carbon pricing mechanism (whether fixed or floating price) or similar

scheme, the cost of complying with obligations to acquire electricity from renewable (or low emission) sources and the cost associated with any energy efficiency, smart metering or similar scheme); and/or

- (c) by your Distributor and/or your Metering Service Provider; or
- 3. any event which constitutes a Force Majeure Event under a third party contract to which we are a party.

**Change in Control** means, in relation to an entity, an event the occurrence of which has the effect that:

1. if a person controlled the entity prior to the time the event occurred, the person ceased to control the entity or another person obtained control of the entity;
2. if no person controlled the entity prior to the time the event occurred, a person obtained control of the entity; or
3. if the entity is owned or controlled by a group or consortium of persons, or if the group or consortium could control the entity were they to act collectively, there is any material change in the composition of the group or consortium.

**Complaint Management and Dispute Resolution Policy** means our procedure for resolving complaints and disputes available on our website at [redenergy.com.au](http://redenergy.com.au) as amended from time to time, a copy of which we will provide to you upon your request.

**Confirmation Pack** means the pack containing documents and information that we send to you at the address you nominate at or around the time you enter into this Agreement, including but not limited to this Customer Charter, the Product and Pricing Schedule, the Privacy Collection Statement and the Notifiable Matters Statement.

**Cooling Off Period** has the meaning given to it in clause 4.3(1).

**Customer Charter** means this document.

**Customer Connection Contract** means a contract between you and your Distributor for the provision of customer connection services.

**Disconnection** means an action to prevent the flow of Energy to the Supply Address, but does not include an Interruption.

**Distributor** means the company which owns and operates the Distribution System.

**Distribution System** means the network of pipes, poles and wires, which a Distributor uses to deliver Energy to your Supply Address.

**Dual Fuel Agreement means:**

1. one market retail contract between you and us for the sale of both electricity and gas by us to you; or
2. if the Applicable State is NSW, QLD, SA or ACT, two market retail contracts between you and us, one for the sale of electricity and the other for the sale of gas, where prices or conditions of one or both contracts are contingent on the customer entering into both contracts; or
3. if the Applicable State is Victoria, two market retail contracts between you and us, one for the sale of electricity and the other for the sale of gas, under which a single bill is issued.

**Emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the Distribution System or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

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

**Energy Tariffs** has the meaning given to that term in clause 6.1(1).

**Hardship Customer** means a Residential Customer who is identified as a customer experiencing financial payment difficulties due to hardship in accordance with our customer hardship policy.

**Interruption** means a temporary unavailability or curtailment of the supply of Energy to a customer's Supply Address (except where that unavailability or curtailment is in accordance with this Agreement).

**Meter** is as defined in the Relevant Laws.

**Metering Data** is as defined in the Relevant Laws.

**Metering Service Provider** is any party that owns, installs, maintains, reads, tests, inspects, repairs, alters or replaces your electricity Meter, and includes the functions of Metering Coordinator, Metering Provider and/or Metering Data Provider as defined in the Relevant Laws.

**National Energy Retail Law** means the law of that name, as applied in your Applicable State.

**National Energy Retail Rules** means the rules of that name, as applied in your Applicable State.

**New Meter Deployment** means the replacement of your existing Meter which is arranged by us other than where the replacement is:

1. requested or agreed to by you;
2. required because your Meter is faulty or testing of your Meter suggests it may become faulty; or
3. required by the Relevant Laws.

**Notifiable Matters Statement** means the statement included in your Confirmation Pack that complies with the requirements of the Privacy (Credit Reporting) Code 2014.

**Ombudsman** means:

1. if your Applicable State is Queensland: the Energy and Water Ombudsman Queensland (EWOQ);
2. if your Applicable State is South Australia: the Energy and Water Ombudsman (SA) (EWOSA);
3. if your Applicable State is New South Wales: the Energy and Water Ombudsman (NSW) (EWON);
4. if your Applicable State is Victoria: the Energy and Water Ombudsman (Victoria) (EWOV); and
5. if your Applicable State is the Australian Capital Territory, the ACT Civil and Administrative Tribunal (ACAT).

**Pay-By Date** means the date for payment shown on each bill, which will be no earlier than 13 Business Days from the date the bill is issued.

**Personal Information** has the meaning given to that term in the Privacy Act.

**Privacy Act** means the Privacy Act 1988 (Cth).

**Privacy Collection Statement** means the statement included in your Confirmation Pack that complies with the requirements of the Privacy Act, containing the information we are obliged to disclose to you at or around the time you disclose Personal Information to us.

**Product and Pricing Schedule** means the document of that title which accompanies this Customer Charter when you receive it from us as part of your Confirmation Pack and which sets out your details, your account and your tariffs for Energy supplied by us to your Supply Address.

**Protected Period** has the meaning given to that term in clause 12.3.

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

**Relevant Authority** means any person or body who has the power under law to direct us, including the AER, Australian Energy Market Operator and State or Federal Police.

**Related Entity** has the meaning given to that term in the Corporations Act 2001 (Cth).

**Relevant Laws** means any laws, acts, regulations, rules, orders, guidelines, policies, procedures, licences, codes, orders in council, tariffs, proclamations, directions or standards that apply to this Agreement, your or our obligations under this Agreement or otherwise regulate the energy industry in your Applicable State from time to time. In Victoria, this includes the Energy Retail Code. In all other States and Territories this includes the National Energy Retail Law and National Energy Retail Rules.

**Residential Customer** means a person who purchases energy principally for personal, household or domestic use at their premises.

**Retailer** means a company which is licensed to sell electricity and/or gas in your Applicable State.

**Retailer of Last Resort** or **ROLR** means the Retailer to whom your account would be transferred to in the event of a ROLR Event in accordance with the Relevant Laws.

**ROLR Event** means an event which triggers the operation of a Retailer of Last Resort scheme under the Relevant Laws in the Applicable State.

**Security Deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Relevant Laws.

**Small Customer** is as defined in the Relevant Law that applies in the Applicable State, but for ease of reference means:

1. a Residential Customer; or
2. a Business Customer that consumes less than:
  - (a) 100 MWh of electricity and / or 1000 GJ of gas per annum, if your Applicable State is New South Wales, the Australian Capital Territory or Queensland;
  - (b) 160 MWh of electricity and / or 1000 GJ of gas per annum, if your Applicable State is South Australia; or
  - (c) 40 MWh of electricity and / or 1000 GJ of gas per annum, if your Applicable State is Victoria.

**Smart Meter** means a Meter which records electricity consumption at a Supply Address at predetermined intervals, and may have two-way communication capability and the ability to be read remotely.

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

**You** (or **your**) means the person who has entered 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.



## 25.2 Interpretation

1. In this Agreement, unless the context requires otherwise:
  - (a) headings are for convenience only and do not affect the interpretation of any part of this Agreement;
  - (b) words importing the singular include the plural and vice versa;
  - (c) "Including" and similar expressions are not words of limitation;
  - (d) a reference to us connecting or disconnecting or reconnecting you is to be construed in accordance with the Relevant Laws;
  - (e) a statute, regulation, code or other law or a provision of any of them includes, any amendment or replacement of it; any other regulation or other statutory instrument made under it, or made under it as amended or replaced;
  - (f) where the simplified explanations given to terms in the Relevant Laws in clause 25.1 differ from the definitions in the Relevant Laws, the definitions in the Relevant Laws prevail; and
  - (g) if an act must be done on a specified day that is not a Business Day, it must be done instead on the next Business Day, unless otherwise stated.
2. If this Agreement imposes an obligation on a party and compliance with that obligation would cause that party to breach the Relevant Laws in the Applicable State then the party need not comply with that obligation to the extent necessary to avoid the breach.
3. If there is an inconsistency between this Customer Charter and the Product and Pricing Schedule, the Product and Pricing Schedule will prevail.

## **NOTICE TO THE PURCHASER WANTING TO CANCEL THIS CONTRACT WITH RED ENERGY PTY LIMITED**

### **IF YOU WISH TO CANCEL THIS CONTRACT:**

Please sign and date this notice of cancellation and leave the notice at the supplier's address; or

Post it to the supplier at the supplier's address; or

Comply with one of the following other permitted means of notifying a cancellation –

Telephone the supplier on the number set out in this notice.

**IF OUR REPRESENTATIVE INITIATED CONTACT WITH YOU (EG DOOR TO DOOR SALE OR TELEPHONE MARKETING CONTACT), THIS MUST BE DONE WITHIN 10 BUSINESS DAYS FROM THE DAY AFTER YOU SIGNED OR RECEIVED THIS AGREEMENT.**

**IF YOU INITIATED CONTACT WITH RED ENERGY (EG ONLINE SIGN- UP OR A CALL TO OUR CONTACT CENTRE), THIS MUST BE DONE WITHIN 10 BUSINESS DAYS FROM THE DAY AFTER YOU SIGNED OR RECEIVED THIS AGREEMENT.**

### **("THE COOLING OFF PERIOD")**

YOU MAY STILL BE REQUIRED TO PAY A FAIR PRICE FOR GOODS WHICH CANNOT BE RETURNED TO THE SUPPLIER (IN THIS CASE THE AMOUNT OF ELECTRICITY AND/OR GAS SUPPLIED TO YOU) UNLESS YOU ENTERED INTO A CONTRACT BECAUSE THE SUPPLIER OR SUPPLIER'S AGENT MADE A FALSE OR MISLEADING REPRESENTATION ABOUT YOUR NEED FOR THE GOODS.

THE SUPPLIER OR THE SUPPLIER'S AGENT MUST NOT REQUIRE YOU TO PAY FOR SERVICES PROVIDED TO YOU DURING THE COOLING OFF PERIOD.

IF YOU CANCEL THIS CONTRACT DURING THE COOLING OFF PERIOD, WE MAY REQUIRE YOU TO PAY A REASONABLE AMOUNT FOR THE SERVICES YOU RECEIVED BEFORE YOU CANCELLED THE CONTRACT.

**CANCELLATION NOTICE**

This notice can be used to cancel this Contract with Red Energy Pty Limited during the Cooling Off Period. You may also cancel this Contract during the Cooling Off Period by informing us orally of your intention to withdraw from the Contract.

**To the Retailer**

Name: Red Energy Pty Limited

Address: 570 Church Street  
(or PO Box 4136)  
Cremorne, VIC 3121

Fax Number: 1300 661 086

Phone Number: 131 806

Date of Contract: .....

Details of goods to be supplied under Contract:  Electricity  Gas

Your Supply Address:

Customer Number: .....  
.....  
.....

I wish to cancel this Contract with Red Energy Pty Limited.

Reason: .....  
.....

Signature of Purchaser: .....

Print name: .....

Date: .....













REG94V4101218 RED20184 VRENG6159

570 Church Street  
Cremorne VIC 3121

**T** 131 806

**F** 1300 66 10 86

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

Red Energy Pty Ltd - ABN 60 107 479 372

