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Electricity Industry Act 2000

RED ENERGY TRANSITIONAL FEED-IN TERMS AND CONDITIONS

Effective as at: [1 January 2012]

The **Electricity Industry Act 2000** (Vic.) has recently been amended to include an obligation on licensed electricity retailers, including Red Energy Pty Limited, to publish the terms and conditions on which they will purchase electricity from TFiT scheme generation facilities. The offer is generally referred to as a 'transitional feed-in offer'.

Red Energy Pty Limited has set out below its additional terms and conditions on which it will provide transitional feed-in offers to customers. These transitional feed-in terms and conditions supplement Red Energy's Customer Charter and each customer's product and pricing schedule.

1. DEFINITIONS

Capitalised terms not defined in this **clause 1** have the same meaning as given in the Customer Charter. In these Transitional Feed-In Terms and Conditions:

- (1) 'Act' means the **Electricity Industry Act 2000** (Vic.);
- (2) 'Bill' means a tax invoice issued by Red Energy for payment of Electricity Charges under an Electricity Supply Contract;
- (3) 'Billing Period' means the frequency upon which Bills are issued by Red Energy to customers, which is either Monthly or Quarterly;
- (4) 'Connection' is as defined in **clause 6(2)** of these Transitional Feed-In Terms and Conditions;
- (5) 'Connection Charge' is as defined in **clause 6(3)**;
- (6) 'Connection Request' is as defined in **clause 6(1)**;
- (7) 'Customer Charter' means the Red Energy Customer Charter which sets out the standard terms and conditions for the sale and purchase of Energy to Red Energy customers;
- (8) 'Distribution System' means a network of pipes, poles and wires, meters and controls used to deliver electricity to and from Your Property;
- (9) 'Electricity Charge' means the charge per kilowatt of electricity supplied by Red Energy and consumed by You at Your Property and any associated charges;
- (10) 'Electricity Supply Contract' means an Agreement between You and Red Energy for the supply of electricity by Red Energy to You at Your Property;
- (11) 'Eligibility Criteria' is as defined in **clause 4** of these Transitional Feed-In Terms and Conditions;
- (12) 'Expiry Date' means the expiry date of Your Transitional Feed-In Contract as set out in Your Product and Pricing Schedule;
- (13) 'Government Agency' includes a department of State, statutory or public authority, instrumentality, corporation, body or person whether Commonwealth, State, territorial or local;
- (14) 'KW' means kilowatts;

SPECIAL

- (15) **‘Meter Data’** means the measurements and data obtained from Your Metering Equipment;
- (16) **‘Metering Equipment’** means a electricity meter and ancillary equipment that records measurements from Your TSGF which may include the quantity of electricity consumption at Your Property and the quantity of Transitional Feed-In Electricity generated at Your Property and transmitted into the Distribution System;
- (17) **‘Metering Data Provider’** is as defined in the National Electricity Rules;
- (18) **‘Month’** means calendar month and **‘Monthly’** means each calendar month;
- (19) **‘National Electricity Law’** means the National Electricity Law set out in the Schedule to the **National Electricity (South Australia) Act 1996**;
- (20) **‘National Electricity Rules’** means the national electricity rules made under the National Electricity Law;
- (21) **‘Net System’** means the system of netting off of electricity generation with electricity consumption at Your Property in intervals whereby, the Property consumes the Transitional Feed-in Electricity first and then to the extent that the Transitional Feed-In Electricity does not satisfy the electricity usage requirements of the Property, then electricity will be obtained from the Distribution System and vice versa;
- (22) **‘Quarterly’** means each period of three Months;
- (23) **‘Red Energy’** means Red Energy Pty Limited, ABN 60 107 479 372, of 2 William Street, East Richmond, Victoria 3121;
- (24) **‘Renewable Energy Certificate’** is as defined in the **Renewable Energy (Electricity) Act 2000** (Cth);
- (25) **‘Representative’** means any officer, employee, agent, contractor or subcontractor of Red Energy;
- (26) **‘Retail Code’** means the Energy Retail Code published by the Victorian Essential Services Commission;
- (27) **‘Standard Feed-In Contract’** means the terms and conditions offered by Red Energy in respect of a Small Renewable Energy Generation Facility under the Act;
- (28) **‘TFiT scheme generating facility’** or **‘TSGF’** is as defined in the Act;
- (29) **‘TFiT Scheme End Day’** means the day so declared under the **Electricity Industry Act 2000** (Vic.);
- (30) **‘TFiT Scheme Start Day’** means 1 January 2012;
- (31) **‘Transitional Feed-In Contract’** is as defined in **clause 3**;
- (32) **‘Transitional Feed-In Credit’** means a credit on Your Bill for generating Transitional Feed-In Electricity in a Billing Period;
- (33) **‘Transitional Feed-In Electricity’** means the electricity generated by Your TSGF at Your Property and transmitted into the Distribution System from Your Property on or after the TFiT Scheme Start Day;
- (34) **‘Transitional Feed-In Offer’** means an offer made by Red Energy to purchase Your Transitional Feed-In Electricity on and subject to the terms of a Transitional Feed-In Contract;
- (35) **‘Transitional Feed-In Tariff’** means the price per kilowatt of Transitional Feed-In Electricity as set out in **clause 8(2)**;
- (36) **‘Transitional Feed-In Offer Terms and Conditions’** means these terms and conditions which are Additional Terms and Conditions for the purposes of the Customer Charter; and
- (37) **‘You’** means the customer of Red Energy and the person residing at Your Property.

2. INTERPRETATION

In these Transitional Feed-In Terms and Conditions,

- (1) a clause reference is a reference to a clause in these Transitional Feed-In Terms and Conditions unless otherwise stated;
- (2) a reference to:
 - (a) the singular includes the plural and the plural includes the singular;
 - (b) a person includes a firm, an unincorporated association, a Government Agency or body corporate;
 - (c) a party includes:
 - (i) in the case of a body corporate, its successors, assigns and substitutes (including persons taking by novation); and
 - (ii) in the case of a natural person, the person's executors, administrators, assigns and substitutes (including persons taking by novation);
 - (d) a statute, regulation or provision of a statute or regulation ('Statutory Provision') includes any amendment or replacement;
 - (e) a Government Agency includes a Government Agency to which the functions of a former Government Agency are or have been allotted or assumed; and
- (3) a monetary amount is to Australian dollars, unless otherwise stated;
- (4) if a party consists of more than one person, these Transitional Feed-In Terms and Conditions binds each of them separately and any two or more of them jointly;
- (5) an obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly;
- (6) 'including' and similar expressions are not words of limitation; and
- (7) headings are for convenience only and do not form part of these Transitional Feed-In Terms and Conditions or affect its interpretation.

3. TRANSITIONAL FEED-IN TERMS AND CONDITIONS

- (1) These Transitional Feed-In Terms and Conditions only apply in respect of electricity generated by Your TSGF under a Net System, and coincide with the **Electricity Industry Amendment (Transitional Feed-in Tariff Scheme) Act 2011**. These Transitional Feed-In Terms and Conditions may be subject to change as a result of future legislative amendments to the **Electricity Industry Amendment (Transitional Feed-in Tariff Scheme) Act 2011**.
- (2) You agree to sell, and Red Energy agrees to purchase, Your Transitional Feed-In Electricity in accordance with Your Transitional Feed-in Contract.
- (3) Your Transitional Feed-In Contract comprises:
 - (a) these Transitional Feed-In Terms and Conditions;
 - (b) the Customer Charter; and
 - (c) Your Product and Pricing Schedule.
- (4) Your Transitional Feed-In Contract commences on and takes effect in accordance with the Customer Charter and provided You have given Red Energy explicit informed consent to its commencement.
- (5) Your Transitional Feed-In Contract will continue in force until:
 - (a) it is terminated by either party under clause 13 or in accordance with the Customer Charter; or
 - (b) the Expiry Date,whichever is earlier.

4. ELIGIBILITY

- (1) You are eligible to take up the Transitional Feed-In Offer if You:
 - (a) have installed a TSGF at Your Property which is equal to or less than 5 kilowatts in capacity;
 - (b) generate, or propose to generate, Transitional Feed-In Electricity at the same Property at which you consume and purchase electricity and if you are a Residential Customer, where that Property is your principal place of residence; and
 - (c) have written consent from Your Distributor to connect Your TSGF into the Distribution System,(‘Eligibility Criteria’).
- (2) In addition to the above, if You are a residential customer, a small business customer or a community organisation customer, You are only eligible to receive the Transitional Feed-In Tariff for one TSGF per premises. For the avoidance of doubt, the criteria in this clause 4 is in accordance with the definition of a ‘TFiT scheme customer’ as specified under section 40F(1) of the Act.

5. CONDITIONS PRECEDENT TO THE COMMENCEMENT OF YOUR TRANSITIONAL FEED-IN CONTRACT

- (1) The commencement of Your Transitional Feed-In Contract is subject to and conditional upon You:
 - (a) satisfying the Eligibility Criteria;
 - (b) at Your cost, installing and connecting Your Metering Equipment to Your TSGF at Your Property;
 - (c) at Your cost, installing and connecting Your TSGF into the Distribution System; and
 - (d) if you are not already a customer of Red Energy, becoming a customer of Red Energy for the purchase of Your electricity that is consumed at Your Property.
- (2) You are not obliged to, in addition to purchasing electricity, purchase gas from Red Energy in order to be eligible to enter into a Transitional Feed-in Contract with Red Energy.

6. CONNECTION

- (1) At Your request and subject to clause 6(4), Red Energy may arrange for, and have connected for You, Your Metering Equipment to the Distribution System and to Your TSGF, subject to You:
 - (a) providing Red Energy with:
 - (i) Your contact details;
 - (ii) the address of the Property at which the TSGF and Metering Equipment is installed; and
 - (iii) if You are not the owner of the Property:
 - (A) the contact details of the owner of the Property or the details of the real estate agent managing the Property; and
 - (B) a copy of a letter from the owner of the Property consenting to the installation and connection of the Metering Equipment;
 - (iv) all documents and other information to Red Energy as required under the **Electricity Safety Act 1998** including a copy of a certificate of electricity safety in respect of the TSGF and the Metering Equipment; and

- (b) complying with and satisfying the obligations set out in clause 1 of the Retail Code,
(‘Connection Request’).
- (2) As soon as practicable, but by no later than the next Business Day following receipt of Your Connection Request, Red Energy will request that the relevant Distributor or Metering Data Provider, as the case may be, for the area in which Your Property is located (‘Connector’), connect Your Metering Equipment into the Distribution System and to the TSGF (‘Connection’) in accordance with that Connection Request and such request will include details of any appropriate network tariff reassignment.
- (3) Prior to entering into Your Transitional Feed-In Contract and before any work is carried out in relation to Your Connection, Red Energy will notify You and provide You with an estimate of any and all charges, costs or expenses likely to be incurred by You as a result of the Connector carrying out the Connection (‘Connection Charges’).
- (4) You will be responsible for and liable to pay Red Energy any and all Connection Charges invoiced by the Connector to Red Energy and those Connection Charges will be passed through to You by Red Energy as a separate charge on Your Bill in the next Billing Period.

7. MEASUREMENT OF ELECTRICITY GENERATION & EQUIPMENT

- (1) Red Energy will use its best endeavours to ensure that Your meter is read at least once in any 12 month period.
- (2) The quantity of Transitional Feed-In Electricity in a Billing Period calculated by the Meter Provider, as the case may be, will be based on Your Meter Data and will be:
 - (a) prima facie evidence of the amount of Transitional Feed-In Electricity that is generated by Your TSGF in that Billing Period; and
 - (b) the quantity of electricity for which You will be credited on Your Bill for that Billing Period in accordance with clause 9 of these Transitional Feed-In Terms and Conditions.
- (3) The Metering Equipment and the TSGF are not owned, operated or controlled by Red Energy and Red Energy excludes all liability arising, whether directly or indirectly in connection with Your Metering Equipment or Your TSGF.
- (4) Red Energy does not give any express or implied warranty to You about the adequacy, safety or other characteristics of Your own TSGF, electrical installation or Metering Equipment.

8. TRANSITIONAL FEED-IN TARIFF

- (1) In consideration for the quantity of Transitional Feed-In Electricity You transmit into the Distribution System in a Billing Period, Red Energy will credit You the Transitional Feed-In Tariff.
- (2) The Transitional Feed-In Tariff is set out in Your Product and Pricing Schedule, and will be not less than \$0.27.5 per kilowatt hour (incl. GST) for the duration of Your Transitional Feed-In Contract. For the avoidance of doubt, the Transitional Feed-In Tariff of \$0.27.5 per kilowatt hour is not indexed.
- (3) Red Energy will credit You the Transitional Feed-In Tariff at the same frequency that Red Energy seeks payment from You for Your Electricity Charges on Your Bill.
- (4) If Red Energy is not able to obtain Meter Data for the relevant Billing Period, or Red Energy is not able to reliably base Your Bill on the Meter Data, Red Energy will estimate the amount of Transitional Feed-In Electricity generated by Your TSGF based on the relevant provisions in the Retail Code.

9. YOUR ELECTRICITY BILL

- (1) If, at the end of a Billing Period, Your Metering Equipment records a positive amount of Transitional Feed-In Electricity that has been transmitted into the Distribution System from Your TSGF, Red Energy will insert a Transitional Feed-In Credit on Your Bill in the next Billing Period which is calculated in accordance with the following formula:

$$C = E \times T$$

where:

C = the Transitional Feed-In Credit for a Billing Period for generating the Transitional Feed-In Electricity;

E = the quantity of Transitional Feed-In Electricity generated by You in that Billing Period; and

T = the Transitional Feed-In Tariff in cents per KW hour.

- (2) If the Transitional Feed-In Credit in a Billing Period is:
- (a) less than the Electricity Charge for the same Billing Period, Red Energy will invoice You on Your Bill in the next Billing Period, for payment of the difference between the total Electricity Charge and the Transitional Feed-In Credit; or
 - (b) more than the total Electricity Charge for the same Billing Period, Red Energy will credit Your Bill in the next Billing Period, the difference between the Transitional Feed-In Credit and the Electricity Charge.
- (3) If, at the conclusion of the Billing Period immediately following each anniversary of Your Transitional Feed-In Contract, the Transitional Feed-In Credit which is applicable to you in that period exceeds Your Electricity Charges on Your Bill by \$10.00 or greater, Red Energy will, upon Your request, pay you an amount equal to the difference between those two amounts within 30 Business Days in accordance with Your instructions.
- (4) If You believe Your Bill contains an error, is inaccurate or incomplete, You should notify us and we will review it for You without charge. However, You must pay us any amount of the Bill which You and we agree is correct and is not being reviewed or an amount equal to the average amount of Your Bills in the previous 12 months (whichever is the lower). Following our review:
- (a) if the Bill is correct, You must pay us any unpaid amount or, if You think that Your meter is faulty, we will arrange to test it for You upon request. If, after the meter test, the meter is found to be recording properly and meets the applicable standards, You must pay us the unpaid amount and the cost of this test; or
 - (b) if the Bill is incorrect, we will adjust it. If You have been overcharged or under-credited by \$50 or less, we will credit the amount overcharged or under-credited on Your next bill. If You have been overcharged or under-credited by more than \$50, we will contact You within 10 Business Days of us becoming aware of the overcharge or under-credit and we will apply the amount overcharged or under-credited as a credit on Your next Bill (or as you otherwise reasonably direct).

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

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

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

For the avoidance of doubt, this clause 9(4) is in accordance with clause 6.3 of the Retail Code. Should successor clauses under the National Electricity Customer Framework impose different requirements in respect of billing errors, those clauses will take precedence over this clause 9(4).

10. COSTS

- (1) You are responsible for and liable to pay any and all costs associated with:
 - (a) the installation, connection, services and ongoing maintenance of Your TSGF;
 - (b) the installation, connection, metering services and ongoing maintenance of Your Metering Equipment; and
 - (c) any other charges imposed by Your Distributor in relation to Your TSGF or Your Metering Equipment.
- (2) If a Government Agency imposes any Distribution System charges, expenses or costs on Red Energy that relate to Your Transitional Feed-in Contract, Red Energy may, at any time, pass through those charges, expenses or costs to You, at the same rate as it was imposed on Red Energy, which You will be liable to pay.

11. CUSTOMER OBLIGATIONS

- (1) You must:
 - (a) comply with all Relevant Laws and the terms of Your Transitional Feed-In Contract at all times;
 - (b) maintain and comply with Your agreement with Your Distributor at all times for electricity metering connection, disconnection, reconnection and metering services;
 - (c) notify Red Energy within 14 Business Days if you intend to increase the energy capacity of Your TSGF;
 - (d) provide Red Energy and its Representatives with access to Your TSGF at Your Property for inspection purposes at all reasonable times and on reasonable notice, and You agree to provide Red Energy with prior notice of any safety hazard which could in any way pose a risk to the health or safety of any Representative of Red Energy at Your Property. Red Energy and its Representatives will carry or wear official identification and produce that identification upon Your reasonable request;
 - (e) not tamper or interfere with the Metering Equipment;
 - (f) keep the Metering Equipment and any ancillary equipment or connections in good condition and repair; and
 - (g) notify us as soon as possible of any relevant change to Your contact details.
- (2) If You are a Residential Customer, You warrant that Your supply of Transitional Feed-In Electricity is wholly of a private or domestic nature, within the meaning of the **Taxation Administration Act 1953**.
- (3) If Your supply of Transitional Feed-In Electricity is not of a private or domestic nature, You must provide Red Energy with a valid Australian Business Number relevant to Your supply of Transitional Feed-In Electricity to Red Energy.

- (4) You will indemnify Red Energy for any loss, cost, damage, expense or claim suffered by Red Energy as a result of Red Energy failing to withhold any amount in respect of tax from any payment or credit to be made to You under Your Transitional Feed-In Contract.

12. YOUR RECORDS

- (1) You may request that Red Energy provide You with copies of records relating to your Transitional Feed-In Contract retained by Red Energy at any time.
- (2) If Red Energy receives a request from You for copies of records relating to Your Transitional Feed-In Contract, Red Energy will process Your request in the same manner as a request for historical data relating to a supply of electricity to a customer under the Retail Code.
- (3) If You request copies of Your records relating to Your Transitional Feed-In Contract after you are no longer a customer of Red Energy, Red Energy may charge You a fee for providing such records to You.
- (4) If You cease to be a customer of Red Energy at any time, Red Energy will retain historical records relating to Your Transitional Feed-In Contract for a period of 2 calendar years following the date on which you ceased to be a customer of Red Energy in accordance with the Customer Charter.

13. TERMINATION

- (1) You may elect to terminate Your Transitional Feed-In Contract at any time prior to the Expiry Date for any reason by notifying Red Energy, without terminating any Electricity Supply Contract.
- (2) Subject to clause 13(3), Red Energy may terminate Your Transitional Feed-In Contract with immediate effect on the earlier of the TFiT Scheme End Day or 31 December 2016, or otherwise by providing not less than 28 days written notice to You:
 - (a) if Your Electricity Supply Contract with Red Energy is terminated for any reason;
 - (b) if You vacate the Property;
 - (c) if You enter into an electricity transitional feed-in contract with another retailer;
 - (d) if the generating capacity of Your TSGF exceeds 5 kilowatts in capacity;
 - (e) if You breach a provision of Your Transitional Feed-In Contract and/or these Transitional Feed-In Terms and Conditions and You fail to remedy that breach within 10 calendar days of being notified of the breach by Red Energy;
 - (f) if You are a small business customer or a community organisation customer and over a 12 month period you consume more than 100 megawatt hours of electricity supplied by Red Energy under Your Electricity Supply Contract, except where Your Transitional Feed-In Contract with Red Energy has been terminated in accordance with clause 13(2)(d), clause 13(2)(f) or clause 13(2)(g), or in accordance with clause 13(2)(e) because of a breach of the criteria in clause 4(1)(b) or clause 4(2), or where You have either:
 - (i) entered into a new Transitional Feed-In Contract with Red Energy in respect of the TSGF at Your Property; or
 - (ii) transferred Your transitional feed-in arrangements in respect of the TSGF at Your Property to another retailer.
- (3) Termination of Your Transitional Feed-In Contract under this clause 13 takes effect on:
 - (a) where You have entered into a new Transitional Feed-In Contract with Red Energy, the expiry of any cooling-off period;

- (b) if You terminate Your Transitional Feed-In Contract in order to transfer Your transitional feed-in electricity arrangements to another retailer, the date Your new retailer becomes responsible for the transitional feed-in contract;
 - (c) if Red Energy has terminated Your Transitional Feed-In Contract in accordance with clause 13(2)(d), clause 13(2)(f) or clause 13(2)(g) or in accordance with clause 13(2)(e) because of a breach of the criteria in clause 4(1)(b) or clause 4(2), on the date specified on the notice of termination under clause 13(2); or
 - (d) if Your Electricity Supply Contract has been terminated, the date when You no longer have a right under the Retail Code to be reconnected,
- whichever is later.

14. CONSEQUENCES OF TERMINATION

If Your Transitional Feed-In Contract is terminated at any time in accordance with Your Transitional Feed-In Contract or the Retail Code:

- (1) You may be required to pay an early termination fee to Red Energy of an amount which is specified in Your Product and Pricing Schedule;
- (2) and as at the date of termination You have a positive Transitional Feed-In Credit, Red Energy will pay You the amount of the Transitional Feed-In Credit, by the method nominated by You;
- (3) Red Energy may arrange to have Your TSGF and Metering Equipment disconnected immediately following the date of termination under clauses 13(2)(a), 13(2)(b) or 13(2)(e); and
- (4) if termination was under clauses 13(1), 13(2)(d), 13(2)(f) or 13(2)(g), unless we agree otherwise, You will be transferred to a Standard Feed-in Contract.

15. EXPIRY OF THE Transitional FEED-IN CONTRACT

- (1) If Your Transitional Feed-In Contract is a Fixed Term Contract, by no later than 1 Month prior to the Expiry Date, but no earlier than 2 Months prior to the Expiry Date, Red Energy will notify You:
 - (a) that Your Transitional Feed-In Contract is about to expire in accordance with the Expiry Date;
 - (b) of Your options in respect of Your transitional feed-in electricity arrangements at Your Property, following the Expiry Date; and
 - (c) the Transitional Feed-In Tariff and terms and conditions that will otherwise apply following the Expiry Date,(‘Expiry Notice’).
- (2) If, following receipt of an Expiry Notice, You do not notify Red Energy in respect of Your transitional feed-in electricity arrangements following the Expiry Date, Your Transitional Feed-In Contract will continue after the Expiry Date on the terms and conditions notified to You in that Expiry Notice, subject to the terms and conditions of the Transitional Feed-In Offer taking effect in accordance with section 40H of the Act.

16. GST

- (1) In this clause 16, except for defined terms, capitalised expressions have the same meaning as given in **A New Tax System (Goods and Services Tax) Act 1999** Cth.
- (2) Unless otherwise stated in this Transitional Feed-In Contract, all amounts payable or the value of other consideration provided in respect of Taxable Supplies made in relation to this Transitional Feed-In Contract are exclusive of GST (if any).
- (3) If a GST is levied or imposed on any Taxable Supply made (or deemed to have been made) under or in accordance with this Transitional Feed-In Contract, the amounts payable or the value of the Consideration provided for that Taxable Supply (‘Payment’) must be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.

- (4) Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any Input Tax Credit available to that party and, if a Taxable Supply, must be increased by the GST payable in relation to the Taxable Supply and a Tax Invoice will be provided by the party being reimbursed or indemnified.
- (5) Subject to clause 16(6) of these Transitional Feed-In Terms and Conditions, all GST payable must be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 calendar days of a tax invoice being issued by the party making the Taxable Supply.
- (6) Where in relation to this Transitional Feed-in Contract a party makes a Taxable Supply, that party must provide a Tax Invoice in respect of that Taxable Supply before the GST payable in respect of that Taxable Supply becomes due.
- (7) If:
 - (a) You are registered, or required to be registered for GST; and
 - (b) in any Billing Period You receive a:
 - (i) Transitional Feed-In Credit;
 - (ii) an amount of money; or
 - (iii) a credit against sums that would otherwise be payable by You to Red Energy,from Red Energy in accordance with clause 9 of these Transitional Feed-In Terms and Conditions, unless you have entered into an arrangement with Red Energy allowing Red Energy to issue recipient-created tax invoices on Your behalf, within seven calendar days of receiving the payment or the credit (as the case may be), You must send to Red Energy a valid Tax Invoice for the advised amount of the Transitional Feed-In Credit and applicable GST.
- (8) If:
 - (a) You are registered, or are required to be registered for GST; and
 - (b) You are legally able to enter into an arrangement with us allowing us to issue receipt created tax invoices, You must (at Red Energy's sole discretion) enter into such an arrangement.

17. RED ENERGY LIABILITY

You acknowledge and agree that:

- (1) as an electricity retailer, Red Energy does not operate or control the Distribution System in any way and accordingly Red Energy cannot and does not warrant or make any representations to You regarding:
 - (a) the quality or the frequency of electricity produced by You or supplied to You;
 - (b) interruptions to the flow of electricity;
 - (c) the occurrence of any power surges or power dips;
 - (d) the ability of the Distributor to accept Your Transitional Feed-In Electricity; or
 - (e) the ability of Your Transitional Feed-In Electricity to be transmitted into the Distribution System; and

- (2) to the fullest extent permitted by law (but, for the avoidance of doubt, excluding Red Energy's liability for breach of Your Transitional Feed-In Contract or for negligence), Red Energy will not be liable to You for any loss, cost, damage, liability, expense or claim arising directly or indirectly in connection with:
 - (a) Your Transitional Feed-In Contract;
 - (b) Your Metering Equipment;
 - (c) Your TSGF;
 - (d) Your lack of ability to generate and transmit Transitional Feed-In Electricity into the Distribution System; or
 - (e) any and all Transitional Feed-In Electricity You generated and transmitted into the Distribution System.

18. FORCE MAJEURE

- (1) 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 Transitional Feed-In Contract. If a force majeure event occurs, the affected party will not be in breach of this Transitional Feed-In Contract for non performance of its obligations that are affected by the force majeure event for as long as the force majeure event continues. The affected party must notify the other party promptly of the force majeure event giving full particulars of it, an estimate of its likely duration, the obligations under this Transitional Feed-In Contract that are affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.
- (2) The affected party must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible (although neither of You nor us are required to settle any industrial dispute if that is the force majeure event).
- (3) If the effects of the force majeure event are widespread we will give You notice by making the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the widespread force majeure event, or otherwise as soon as practicable.

19. COMPLAINT HANDLING

- (1) 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.
- (2) We will try hard to make sure that Your service is as You would expect. If however You do have a problem, please call our customer service team and we will review any complaint, whether made in writing or orally. Please give us Your reasons for seeking a review of our actions. We will try to resolve your problem immediately but if the problem is too difficult to do so, we will refer it to our more senior personnel to resolve. After assessing the problem we will contact You within 14 days and inform You of the outcome. If we need to take further steps, for example, if the problem is of a technical nature requiring the involvement of Your Distributor, we will contact You and explain what is happening. If You are not satisfied with our response, You may request that your complaint be raised to a higher level in our organisation.
- (3) If You are still unsatisfied with our response, you may also refer any complaint or dispute about our service to the Energy and Water Ombudsman of Victoria on their freecall number 1800 500 509.

20. OTHER INFORMATION

- (1) Just give us a call if You would like additional information on:
 - (a) Your account and how to pay;
 - (b) energy efficiency;
 - (c) concession information;
 - (d) Your historical billing information (where we have the information);
 - (e) any of our Additional Service Charges; and
 - (f) our tariffs (including Transitional Feed-In Tariff offers), products, services and market contract offers. We will provide You this information over the phone if possible but at any rate within 10 Business Days of Your request, and if You request it, in writing.

21. MISCELLANEOUS

- (1) Subject to clause 21(2) of these Transitional Feed-In Terms and Conditions, these Transitional Feed-in Terms and Conditions may only be varied by agreement in writing between You and Red Energy.
- (2) Subject to clause 8(2), Red Energy may vary Your Transitional Feed-in Tariff and Electricity Charge by providing You with written notice of Your new Transitional Feed-In Tariff as soon as reasonably practicable, but by no later than Your Bill in the next Billing Period.
- (3) Unless otherwise agreed with Red Energy in writing, Your Transitional Feed-in Contract does not assign to Red Energy any rights or interests in Renewable Energy Certificates generated by Your TSGF.
- (4) Red Energy will issue any and all notices in writing to You at your current billing address notified by You to Red Energy from time to time and by no later than the date of Your Bill in the next Billing Period.
- (5) Red Energy may set off or deduct any amount owing to it from You under any agreement in place between You and Red Energy, from amounts payable by Red Energy to You.
- (6) No Pay on Time Discount applies to Your Transitional Feed-In Contract.
- (7) We may assign Your Transitional Feed-In Contract to another party with Your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business. You need to get our consent if You want to assign Your Transitional Feed-In Contract.
- (8) Despite any other provision of this Transitional Feed-In Contract, if there is any inconsistency between:
 - (a) Your Product and Pricing Schedule;
 - (b) these Transitional Feed-In Terms and Conditions; or
 - (c) the Customer Charter,

whether wholly or in part, then to the extent of any such inconsistency, the relevant sections of the Transitional Feed-in Contract will prevail in the order set out above.

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