

NATIONAL ENERGY RETAIL LAW
SECTION 308
INFRINGEMENT NOTICES ISSUED TO
RED ENERGY PTY LIMITED

TO: Red Energy Pty Limited (ACN: 107 479 372)
Lot 3, Pier 8/9
23 Hickson Road
MILLERS POINT NSW 2000

Infringement Notice Nos.: INF-20250007, INF-20250008, INF-20250009, INF-20250010, INF-20250011, INF-20250012, and/or INF-20250013

1. The Australian Energy Regulator (**AER**):
 - a. believes on reasonable grounds that Red Energy Pty Limited (**ACN: 107 479 372**) (**Red Energy**), which is a *retailer* within the meaning of the *National Energy Retail Law* (**Retail Law**)¹, has breached:
 - a. section 43(2)(c) of the Retail Law, on six occasions, as described in Schedules 3 to 8; and
 - b. section 50(1) of the Retail Law on one occasion, as described in Schedule 9;

(the alleged breaches); and
 - b. has decided to serve these seven (7) Infringement Notices on Red Energy under section 277 of the *National Gas Law* being the Schedule to the *National Gas (South Australia) Act 2008* (**National Gas Law**) as applied by section 308 of the Retail Law.
2. Section 43(2)(c) of the Retail Law, as described in Schedule 1, is a tier 1 civil penalty provision within the meaning of the Retail Law.
3. Section 50(1) of the Retail Law, as described in Schedule 2, is a tier 1 civil penalty provision within the meaning of the Retail Law.
4. The infringement penalty is \$67,800 for each of the alleged breaches.

Note: If Red Energy chooses to pay each of the seven (7) \$67,800 infringement penalties, the combined infringement penalty amount is \$474,600.

¹ The "Retail Law" is contained in the Schedule to the *National Energy Retail Law (South Australia) Act 2011* (SA). The *National Energy Retail Law (Adoption) Act 2012* (NSW) applies the Retail Law (subject to modifications) in the state of New South Wales; the *National Energy Retail Law (Queensland) Act 2014* (subject to modifications) applies the Retail Law in the state of Queensland.

WHAT CAN RED ENERGY DO IN RESPONSE TO THE INFRINGEMENT NOTICES?

5. In respect of each one of the seven (7) Infringement Notices:
- a. Red Energy can choose whether or not to comply with each Infringement Notice. If Red Energy chooses not to comply with an Infringement Notice, the AER may commence proceedings against it in relation to the alleged breach. Red Energy is entitled to disregard the Infringement Notice and to defend any proceedings in respect of the alleged breach.
 - b. If Red Energy chooses to comply with each Infringement Notice, it must pay the infringement penalty to the AER, on behalf of the Commonwealth, by **10 April 2025**, being not less than 28 days from the date of service of the Infringement Notice, beginning on the day after the day on which the Infringement Notice is served (**the compliance period**).
 - c. To ensure payment is made in accordance with the Infringement Notice, payment must be received on or before **10 April 2025**.
 - d. If Red Energy pays the infringement penalty for each Infringement Notice within the compliance period, the AER will not institute proceedings in respect of the alleged breach unless an Infringement Notice is withdrawn before the end of the compliance period in accordance with section 282 of the National Gas Law as applied by section 308 of the Retail Law.

HOW TO PAY AN INFRINGEMENT PENALTY

6. Red Energy may pay each of the seven (7) \$67,800 infringement penalties in three ways:
- a. by cheque made out to the “ACCC Official Administered Account”,* enclosing a copy of the Infringement Notice to:

Australian Energy Regulator
GPO Box 520
MELBOURNE VIC 3001

You should allow at least five business days for payment to be received

or

- b. by electronic funds transfer to the following account:*

Account name: ACCC Official Administered Account
BSB: 032-730
Account: 146550

Please ensure that you include the Infringement Notice No. [INF-20250007, INF-20250008, INF-20250009, INF-20250010, INF-20250011, INF-20250012,

and/or INF-20250013] for each infringement penalty being paid in the description field of your electronic funds transfer to identify payment.

You should allow at least two business days for payment to be received.

or

- c. by credit card via the ACCC online payment system at www.accc.gov.au/payments.*

Please ensure that you include the Infringement Notice No. [INF-20250007, INF-20250008, INF-20250009, INF-20250010, INF-20250011, INF-20250012, and/or INF-20250013] for each infringement penalty being paid in the description field of your electronic funds transfer to identify payment.

You should allow at least two business days for payment to be received.

- * The Australian Competition and Consumer Commission handles the receipt of infringement penalty payments for the AER on behalf of the Commonwealth of Australia. All payments received are paid into the Consolidated Revenue Fund.
- 7. Please allow sufficient time for your payment to be received within the compliance period.
- 8. Red Energy will be issued with a Tax Invoice following payment of each infringement penalty.

DATE OF ISSUE: 13 March 2025



.....
Clare Savage
Chair
Australian Energy Regulator

SCHEDULE 1
RELEVANT LAW

1. Section 43(2) of the *National Energy Retail Law* (**Retail Law**) provides as follows:

(2) A retailer must—

(a) within 3 months of being granted a retailer authorisation—

(i) develop a customer hardship policy in respect of residential customers of the retailer; and

(ii) submit it to the AER for approval under this Division; and

(b) publish the policy, as approved by the AER, on the retailer's website as soon as practicable after it has been approved; and

(c) maintain and implement the policy.

Note - This subsection is a civil penalty provision.

2. Section 2 of the Retail Law provides the following:

customer hardship policy means a customer hardship policy approved under Division 6 of Part 2.

residential customer means a customer who purchases energy principally for personal, household or domestic use at premises.

retailer means a person who is the holder of a retailer authorisation.

3. Section 43(2) of the Retail Law is prescribed under the *National Energy Retail Regulations* (regulation 6, Schedule 1) as being a tier 1 civil penalty provision within the meaning of the Retail Law.

SCHEDULE 2

RELEVANT LAW

1. Section 50(1) of the *National Energy Retail Law* (**Retail Law**) provides as follows:

(1) A retailer must offer and apply payment plans for—

(a) hardship customers; and

(b) other residential customers experiencing payment difficulties if the customer informs the retailer in writing or by telephone that the customer is experiencing payment difficulties or the retailer otherwise believes the customer is experiencing repeated difficulties in paying the customer's bill or requires payment assistance.

Note— This subsection is a civil penalty provision.

2. Section 2 of the Retail Law provides the following:

hardship customer means a residential customer of a retailer who is identified as a customer experiencing financial payment difficulties due to hardship in accordance with the retailer's customer hardship policy.

payment plan means a plan for —

(a) a hardship customer; or

(b) a residential customer who is not a hardship customer but who is experiencing payment difficulties,

to pay a retailer, by periodic instalments in accordance with the Rules, any amounts payable by the customer for the sale and supply of energy.

residential customer means a customer who purchases energy principally for personal, household or domestic use at premises.

retailer means a person who is the holder of a retailer authorisation.

3. Section 50(1) of the Retail Law is prescribed under the *National Energy Retail Regulations* (regulation 6, Schedule 1) as being a tier 1 civil penalty provision within the meaning of the Retail Law.

SCHEDULE 3

INFRINGEMENT NOTICE No.: INF-20250007

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: SECTION 43(2)(C) OF THE NATIONAL ENERGY RETAIL LAW

1. Red Energy Pty Limited (**Red Energy**) is, and was at all relevant times, a retailer within the meaning of the *National Energy Retail Law* (**Retail Law**).

Hardship policy

2. On 15 July 2019, the Australian Energy Regulator approved Red Energy's customer hardship policy in accordance with section 45 of the Retail Law.
3. Section 6 of Red Energy's hardship policy, titled "Identifying Customers for the Care Program", includes the following statement:

"Red Energy actively identifies customers who may be vulnerable and experiencing financial hardship to ensure they are offered a range of options to assist them in managing their energy bills."

Red Energy Customer - [REDACTED]

4. In the period from at least 8 June 2021 to 3 January 2023, [REDACTED] (**the customer**) was a residential customer of Red Energy within the meaning of the Retail Law.
5. From at least 8 June 2021, Red Energy supplied the customer with electricity for the premises located at [REDACTED] (**initial premises**).
6. On 11 January 2022, following an active assessment of the customer's circumstances during a telephone conversation, Red Energy entered the customer into its hardship program.
7. On 20 April 2022, the customer contacted Red Energy to inform it that they would be moving from the initial premises on 2 May 2022 and to request an electricity connection for premises at [REDACTED] (**new premises**).
8. On 3 May 2022, Red Energy established an electricity account for the customer at the new premises.
9. On 27 May 2022, Red Energy removed the customer from its hardship program on the basis that the customer had moved from the initial premises.

10. On 3 January 2023, following an active assessment of the customer's circumstances during a telephone conversation that was initiated by the customer, Red Energy re-entered the customer into its hardship program.
11. Between 27 May 2022 when the customer was removed from the hardship program and 3 January 2023 when they were re-enrolled in the hardship program, Red Energy did not engage in any form of communication with the customer which would have indicated to Red Energy that the customer's financial or other relevant circumstances had changed to the effect that they were no longer experiencing hardship. During this period, Red Energy only sent the following categories of correspondence to the customer:
 - a. invoice
 - b. reminder notices
 - c. disconnection notice
 - d. letter advising increasing electricity rates
 - e. letter advising energy concession had ended.
12. By engaging in the conduct outlined in paragraphs 6 to 11, it is alleged that Red Energy failed to actively identify a customer who was vulnerable and experiencing financial hardship to ensure they were offered a range of options to assist them in managing their energy bills by not considering whether to apply hardship status to the customer's account in circumstances where Red Energy knew the affected customer was experiencing hardship immediately prior to moving to the new premises.
13. On this basis, it is alleged that Red Energy failed to maintain and implement its hardship policy in contravention of section 43(2)(c) of the Retail Law.

SCHEDULE 4

INFRINGEMENT NOTICE No.: INF-20250008

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: SECTION 43(2)(C) OF THE NATIONAL ENERGY RETAIL LAW

1. Red Energy Pty Limited (**Red Energy**) is, and was at all relevant times, a retailer within the meaning of the *National Energy Retail Law* (**Retail Law**).

Hardship policy

2. On 15 July 2019, the Australian Energy Regulator approved Red Energy's customer hardship policy in accordance with section 45 of the Retail Law.
3. Section 6 of Red Energy's hardship policy, titled "Identifying Customers for the Care Program", includes the following statement:

"In providing assistance to you, we will have regard to your circumstances that we are aware of. They may include, but are not limited to:

- *customers who let us know they are in financial hardship and are unable to pay their bill by the due date;*
- *customers advising of recent events that place them in a vulnerable financial position such as job loss, illness, family violence, or a sudden change in living circumstances;*
- *customers receiving assistance from a financial counsellor or other advocates;*
- *customers with limited or no english skills;*
- *customers that have a history of late payments or failed payment plans;*
- *a high bill;*
- *temporary loss of income or variable income;*
- *history of broken payment plans;*
- *low literacy or numeracy;*
- *a death in the family;*
- *an unexpected essential cost of living expenses;*
- *receiving several bills at once."*

Red Energy Customer - [REDACTED]

4. In the period from at least 5 February 2021 to 27 May 2022, [REDACTED] (**the customer**) was a residential customer of Red Energy within the meaning of the Retail Law.
5. From at least 5 February 2021, Red Energy supplied the customer with electricity and gas for the premises located at [REDACTED] (**initial premises**).

6. On 19 February 2021, following an active assessment of the customer's circumstances during a telephone conversation, Red Energy entered the customer into its hardship program.
7. On 26 April 2022, the customer contacted Red Energy to inform it that they had moved from the initial premises and to request an electricity connection for premises at [REDACTED] (**new premises**). During the call, the customer informed Red Energy that the initial premises was impacted by a recent flooding event, resulting in the customer's temporary homelessness.
8. On 27 April 2022, Red Energy established an electricity account for the customer at the new premises.
9. Between 27 April 2022 and 27 May 2022, Red Energy did not engage in any form of communication with the customer which would have indicated to Red Energy that the customer's financial or other relevant circumstances had changed to the effect that they were no longer experiencing hardship.
10. On 27 May 2022, Red Energy removed the customer from its hardship program on the basis that the customer had moved from the initial premises.
11. By engaging in the conduct outlined in paragraphs 6 to 10 above, it is alleged that Red Energy failed to have regard to an affected customer's circumstances that it was aware of when it removed the customer from its hardship program.
12. On this basis, it is alleged that Red Energy failed to maintain and implement its hardship policy in contravention of section 43(2)(c) of the Retail Law.

SCHEDULE 5

INFRINGEMENT NOTICE No.: INF-20250009

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: SECTION 43(2)(C) OF THE NATIONAL ENERGY RETAIL LAW

1. Red Energy Pty Limited (**Red Energy**) is, and was at all relevant times, a retailer within the meaning of the *National Energy Retail Law* (**Retail Law**).

Hardship policy

2. On 15 July 2019, the Australian Energy Regulator approved Red Energy's customer hardship policy in accordance with section 45 of the Retail Law.
3. Section 6 of Red Energy's hardship policy, titled "Identifying Customers for the Care Program", includes the following statement:

"Red Energy actively identifies customers who may be vulnerable and experiencing financial hardship to ensure they are offered a range of options to assist them in managing their energy bills."

Red Energy Customer - [REDACTED]

4. In the period from at least 28 February 2019 to 22 February 2022, [REDACTED] (the customer) was a residential customer of Red Energy within the meaning of the Retail Law.
5. From at least 28 February 2019, Red Energy supplied the customer with electricity for the premises located at [REDACTED] (initial premises).
6. On 18 December 2019, following an active assessment of the customer's circumstances during a telephone conversation with the customer's partner, Red Energy entered the customer into its hardship program.
7. On 7 July 2021, the customer contacted Red Energy to inform it that they would be moving from the initial premises and to request an electricity connection for premises at [REDACTED] (new premises).
8. On 7 July 2021, Red Energy established an electricity account for the customer at the new premises.
9. On 2 November 2021, Red Energy removed the customer from its hardship program on the basis that the customer had moved from the initial premises.

10. On 22 February 2022, following an active assessment of the customer's circumstances during a telephone conversation that was initiated by the customer, Red Energy re-entered the customer into its hardship program.
11. Between 2 November 2021 when the customer was removed from the hardship program and 22 February 2022 when they were re-enrolled in the hardship program, Red Energy did not engage in any form of communication with the customer which would have indicated to Red Energy that the customer's financial or other relevant circumstances had changed to the effect that they were no longer experiencing hardship. During this period, Red Energy only sent the following categories of correspondence to the customer:
 - a. invoice
 - b. reminder notices
 - c. letter advising increasing EvenPay instalments.
12. By engaging in the conduct outlined in paragraphs 6 to 11, it is alleged that Red Energy failed to actively identify a customer who was vulnerable and experiencing financial hardship to ensure they were offered a range of options to assist them in managing their energy bills by not considering whether to apply hardship status to the customer's account in circumstances where Red Energy knew the affected customer was experiencing hardship immediately prior to moving to the new premises.
13. On this basis, it is alleged that Red Energy failed to maintain and implement its hardship policy in contravention of section 43(2)(c) of the Retail Law.

SCHEDULE 6

INFRINGEMENT NOTICE No.: INF-20250010

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: SECTION 43(2)(C) OF THE NATIONAL ENERGY RETAIL LAW

1. Red Energy Pty Limited (**Red Energy**) is, and was at all relevant times, a retailer within the meaning of the *National Energy Retail Law* (**Retail Law**).

Hardship policy

2. On 15 July 2019, the Australian Energy Regulator approved Red Energy's customer hardship policy in accordance with section 45 of the Retail Law.
3. Section 6 of Red Energy's hardship policy, titled "Identifying Customers for the Care Program", includes the following statement:

"Red Energy actively identifies customers who may be vulnerable and experiencing financial hardship to ensure they are offered a range of options to assist them in managing their energy bills."

Red Energy Customer - [REDACTED]

4. In the period from at least 21 January 2022 to 25 May 2022, [REDACTED] (**the customer**) was a residential customer of Red Energy within the meaning of the Retail Law.
5. From at least 21 January 2022, Red Energy supplied the customer with electricity for the premises located at [REDACTED] (**initial premises**).
6. On 21 January 2022, following an active assessment of the customer's circumstances during a telephone conversation, Red Energy entered the customer into its hardship program.
7. On 24 May 2022, the customer contacted Red Energy to inform it that they would be moving from the initial premises and to request an electricity connection for premises at [REDACTED] (**new premises**).
8. On 25 May 2022, Red Energy established an electricity account for the customer at the new premises.
9. On 31 May 2022, Red Energy removed the customer from its hardship program on the basis that the customer had moved from the initial premises.

10. On 6 January 2023, Red Energy re-entered the customer into its hardship program.
11. Between 31 May 2022 when the customer was removed from the hardship program and 6 January 2023 when they were re-enrolled in the hardship program, Red Energy did not engage in any form of communication with the customer which would have indicated to Red Energy that the customer's financial or other relevant circumstances had changed to the effect that they were no longer experiencing hardship. During this period, Red Energy's communication with the customer only involved:
 - a. invoices
 - b. reminder notices
 - c. a disconnection notice
 - d. a telephone call initiated by the customer on 4 November 2022 regarding the application of rebates
 - e. a letter advising energy concession had ended.
12. By engaging in the conduct outlined in paragraphs 6 to 11, it is alleged that Red Energy failed to actively identify a customer who was vulnerable and experiencing financial hardship to ensure they were offered a range of options to assist them in managing their energy bills by not considering whether to apply hardship status to the customer's account in circumstances where Red Energy knew the affected customer was experiencing hardship immediately prior to moving to the new premises.
13. On this basis, it is alleged that Red Energy failed to maintain and implement its hardship policy in contravention of section 43(2)(c) of the Retail Law.

SCHEDULE 7

INFRINGEMENT NOTICE No.: INF-20250011

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: SECTION 43(2)(C) OF THE NATIONAL ENERGY RETAIL LAW

1. Red Energy Pty Limited (**Red Energy**) is, and was at all relevant times, a retailer within the meaning of the *National Energy Retail Law* (**Retail Law**).

Hardship policy

2. On 15 July 2019, the Australian Energy Regulator approved Red Energy's customer hardship policy in accordance with section 45 of the Retail Law.
3. Section 6 of Red Energy's hardship policy, titled "Identifying Customers for the Care Program", includes the following statement:

"In providing assistance to you, we will have regard to your circumstances that we are aware of. They may include, but are not limited to:

- *customers who let us know they are in financial hardship and are unable to pay their bill by the due date;*
- *customers advising of recent events that place them in a vulnerable financial position such as job loss, illness, family violence, or a sudden change in living circumstances;*
- *customers receiving assistance from a financial counsellor or other advocates;*
- *customers with limited or no english skills;*
- *customers that have a history of late payments or failed payment plans;*
- *a high bill;*
- *temporary loss of income or variable income;*
- *history of broken payment plans;*
- *low literacy or numeracy;*
- *a death in the family;*
- *an unexpected essential cost of living expenses;*
- *receiving several bills at once."*

Internal policy

4. Prior to 14 July 2023, Red Energy had implemented an internal policy under which it would cancel a customer's payment plan if the debt for the account could not be paid off in full within six months from the final bill issue date under the terms of the customer's payment plan.

Red Energy customer - [REDACTED]

5. In the period from at least 23 October 2019 to at least 8 November 2021, [REDACTED] (**the customer**) was a residential customer of Red Energy within the meaning of the Retail Law.
6. From at least 23 October 2019, Red Energy supplied the customer with electricity for the premises located at [REDACTED] (**premises**).
7. On 7 October 2021, following an active assessment of the customer's circumstances during a telephone conversation, Red Energy entered the customer into its hardship program and offered the customer a payment plan involving a fortnightly payment of \$100 for a period of three months (**payment plan**).
8. On 27 October 2021, the customer contacted Red Energy to request a disconnection at the premises.
9. On 8 November 2021, Red Energy issued the following correspondence to the customer in relation to the account on the premises:
 - a. final bill (with an outstanding balance of \$2,079.20), and
 - b. payment plan cancellation letter.
10. At the time the payment plan was cancelled, there were still 4 more instalments worth \$400 and 63 days remaining on the payment plan.
11. Red Energy did not engage in any other forms of communication with the customer about the cancellation of their payment plan prior to the issue of the payment plan cancellation letter. The basis upon which Red cancelled the customer's payment plan was that the remaining balance on their account would not be cleared within 6 months of the final bill being issued.
12. By engaging in the conduct outlined in paragraphs 7 to 11, it is alleged that Red Energy failed to have regard to an affected customer's circumstances that it was aware of. On this basis, it is alleged that Red Energy failed to maintain and implement its hardship policy in contravention of section 43(2)(c) of the Retail Law.

SCHEDULE 8

INFRINGEMENT NOTICE No.: INF-20250012

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: SECTION 43(2)(C) OF THE NATIONAL ENERGY RETAIL LAW

1. Red Energy Pty Limited (**Red Energy**) is, and was at all relevant times, a retailer within the meaning of the *National Energy Retail Law* (**Retail Law**).

Hardship policy

2. On 15 July 2019, the Australian Energy Regulator approved Red Energy's customer hardship policy in accordance with section 45 of the Retail Law.
3. Section 11 of Red Energy's hardship policy, titled "Customer responsibilities, rights and obligations", includes the following statement:

"If you have joined our hardship program, we will not:

- *charge late payment fees;*
- *require a security deposit;*
- *make changes to your plan without your agreement. For example, we will not put you on a shortened collection cycle unless you agree first."*

Internal policy

4. Prior to 14 July 2023, Red Energy had implemented an internal policy under which it would cancel a customer's payment plan if the debt for the account could not be paid off in full within six months from the final bill issue date under the terms of the customer's payment plan.

Red Energy customer - [REDACTED]

5. In the period from at least 8 December 2020 to 16 July 2021, [REDACTED] (**the customer**) was a residential customer of Red Energy within the meaning of the Retail Law.
6. From at least 8 December 2020, Red Energy supplied the customer with electricity for the premises located at [REDACTED] (**premises**).
7. On 8 December 2020, following an active assessment of the customer's circumstances during a telephone conversation, Red Energy entered the customer into its hardship program.
8. On 28 April 2021, following an active assessment of the customer's circumstances during a telephone conversation, Red Energy offered the customer a payment plan

involving a monthly payment of \$200 for a period of three months (**payment plan**).

9. On 2 July 2021, the customer contacted Red Energy to request a disconnection at the premises. The customer also requested an electricity connection for premises at [REDACTED] (**new premises**).
10. On 16 July 2021, Red Energy issued the following correspondence to the customer in relation to the account on the premises:
 - a. final bill (with an outstanding balance of \$2,018.58), and
 - b. payment plan cancellation letter.
11. At the time the payment plan was cancelled, there was still 1 more instalment worth \$200 remaining, with 29 days remaining on the payment plan.
12. Red Energy did not engage in any other forms of communication with the customer to discuss the cancellation of their payment plan prior to the issue of the payment plan cancellation letter. The basis upon which Red cancelled the customer's payment plan was that the remaining balance on their account would not be cleared within 6 months of the final bill being issued.
13. By engaging in the conduct outlined in paragraphs 7 to 12, it is alleged that Red Energy made changes to the customer's payment plan without agreement. On this basis, it is alleged that Red Energy failed to maintain and implement its hardship policy in contravention of section 43(2)(c) of the Retail Law.

SCHEDULE 9

INFRINGEMENT NOTICE No.: INF-20250013

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: SECTION 50(1) OF THE NATIONAL ENERGY RETAIL LAW

1. Red Energy Pty Limited (**Red Energy**) is, and was at all relevant times, a retailer within the meaning of the *National Energy Retail Law* (**Retail Law**).

Internal policy

2. Prior to 14 July 2023, Red Energy had implemented an internal policy under which it would cancel a customer's payment plan if the debt for the account could not be paid off in full within six months from the final bill issue date under the terms of the customer's payment plan.

Red Energy customer - [REDACTED]

3. In the period from at least 2 March 2021 to at least 19 May 2021, [REDACTED] (**the customer**) was a residential customer of Red Energy within the meaning of the Retail Law.
4. From at least 2 March 2021, Red Energy supplied the customer with electricity for the premises located at [REDACTED] (**premises**).
5. On 11 March 2021, following an active assessment of the customer's circumstances during a telephone conversation, Red Energy entered the customer into its hardship program and offered the customer a payment plan involving a weekly payment of \$25 for a period of three months (**payment plan**).
6. On 11 March 2021, Red Energy sent the customer a letter which documented the terms of the payment plan (**payment arrangement letter**). The payment arrangement letter did not contain any terms or conditions relating to cancellation of the payment plan upon the finalisation of the account.
7. On 13 May 2021, the customer contacted Red Energy to request a disconnection at the premises. During the call, the customer also requested a gas and electricity connection for premises at [REDACTED] (**new premises**).
8. On 19 May 2021, Red Energy issued the following correspondence to the customer in relation to the account on the premises:
 - a. final bill (with an outstanding balance of \$1,854.55), and
 - b. payment plan cancellation letter.

9. At the time the payment plan was cancelled, there were still 4 more instalments worth \$100 remaining, with 34 days remaining on the payment plan.
10. By engaging in the conduct outlined in paragraphs 5 to 9, it is alleged that Red Energy failed to apply the payment plan in accordance with its terms by unilaterally cancelling it when the remaining balance would not be repaid within 6 months of the final bill being issued, in contravention of section 50(1) of the Retail Law.