

NATIONAL ENERGY RETAIL LAW

SECTION 105

SURRENDER OF RETAILER AUTHORISATION E18007 and G18007

TO: ReAmped Energy Pty Ltd
c/o Level 11
66 Eagle Street
Brisbane QLD 4000

By email: [REDACTED] and [REDACTED]

The Australian Energy Regulator (**AER**) has, on the application of ReAmped Energy Pty Ltd (ABN 21 605 682 684) (**ReAmped**) on 28 March 2024, decided to approve ReAmped's surrender of retailer authorisations E18007 (electricity authorisation) and G18007 (gas authorisation) (**the surrenders**).

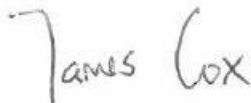
Pursuant to section 105 of the *National Energy Retail Law*, the AER has decided:

1. that the surrenders shall take effect on 27 September 2024; and
2. to impose on ReAmped the conditions specified in Schedule 1.

The reasons for imposing the conditions specified in Schedule 1 on ReAmped are set out in Schedule 2.

When providing the information specified in clauses 1 to 20 of Schedule 1 (applicable to ReAmped) or clauses 1 to 5, 8 to 10, 12 to 14, 16 to 18 of Schedule 1 (applicable to OVO Energy Pty Ltd and Origin Energy Electricity Limited), the AER requires the information be provided by either:

- a) sending the information to the AER at the following electronic address [AERauthorisations@aer.gov.au](mailto:AERauthorisations@ aer.gov.au) marked to the attention of AER Compliance and Enforcement – Rowena Park (noting that file attachments larger than 20MB will not be accepted by the ACCC/AER email server), or
- b) uploading the information to the AER's secure file sharing service using the link to be provided by the AER and marked to the attention of AER Compliance and Enforcement – Rowena Park.



9 April 2024

Jim Cox
Acting Chair
Australian Energy Regulator

SCHEDULE 1

CONDITIONS IMPOSED ON REAMPED

1. ReAmped must notify the AER, in writing, within five business days after it has transferred all of its electricity and gas customers from:
 - (a) a market retail contract or standard retail contract that each of ReAmped's electricity and gas customers entered into with ReAmped (**ReAmped Retail Contract**)
to:
 - (b) a market retail contract or standard retail contract entered into with:
 - (i) OVO Energy Pty Ltd (ABN 99 623 475 089) (**OVO**) (**OVO Retail Contract**) or
 - (ii) Origin Energy Electricity Limited (ABN 33 071 052 287 (**Origin**) (**Origin Retail Contract**).
2. ReAmped must ensure that:
 - (a) ReAmped's active electricity customers and vacant electricity sites in QLD, NSW, and SA are transferred to an OVO Retail Contract; and
 - (b) ReAmped's active electricity customers in ACT, dual fuel customers in NSW, gas only customers in NSW, and vacant gas sites in NSW are transferred to an Origin Retail Contract.
3. ReAmped must ensure that, for each Affected Customer¹ who is transferred, the terms and conditions that are included in the ReAmped Retail Contract, the OVO Retail Contract, and the Origin Retail Contract in relation to:
 - (a) non-price matters, are the same as the contract previously entered into with ReAmped except in relation to any exit fees or early termination fees which are not to apply within the first nine months of an Affected Customer being transferred to an OVO Retail Contract or an Origin Retail Contract; and
 - (b) price matters, are the same as the contract previously entered into with ReAmped unless those terms and conditions in the OVO Retail Contract or the Origin Retail Contract provide for a price that is effectively lower than the price the ReAmped Retail Contract provided for.
4. In circumstances in which ReAmped is unable to comply with paragraphs 3(a) and/or 3(b) by reason that the ReAmped Retail Contract is not able to be replicated in OVO's systems because the information that is necessary for the purposes of determining equivalence with the OVO Retail Contract is not available, ReAmped must ensure that the terms and conditions that are included in the OVO Retail Contract in relation to:
 - (a) non-price matters:
 - (i) for active ReAmped NSW, QLD and SA electricity residential customer accounts, are those contained in OVO's most competitive generally available market retail contract;
 - (ii) for active ReAmped NSW, QLD and SA electricity small business customer accounts, are those contained in OVO's most competitive generally available market retail contract;

¹ For the purposes of the *conditions imposed on ReAmped*, an Affected Customer is defined as each customer who will be transferred from ReAmped to OVO or Origin following the approval of surrender of ReAmped's electricity and gas retailer authorisations.

- (iii) for ReAmped vacant premises² with electricity connection in NSW, QLD and SA, are those contained in OVO's deemed standard retail contract;
 - (iv) provides that any exit fees or early termination fees are not to apply within the first nine months of an Affected Customer being transferred to an OVO Retail Contract; and
- (b) price matters:
- (i) for active ReAmped NSW, QLD and SA electricity residential customer accounts are those contained in OVO's most competitive generally available market retail contract;
 - (ii) for ReAmped NSW, QLD and SA electricity small business customer accounts, are those contained in OVO's most competitive generally available market retail contract; and
 - (iii) for ReAmped vacant premises with electricity connection in NSW, QLD and SA, are those contained in OVO's deemed standard retail contract.
5. In circumstances in which ReAmped is unable to comply with paragraphs 3(a) and/or 3(b) by reason that the ReAmped Retail Contract is not able to be replicated by Origin because the information that is necessary for the purposes of determining equivalence with the Origin Retail Contract is not available, ReAmped must ensure that the terms and conditions that are included in the Origin Retail Contract in relation to:
- (a) non-price matters:
- (i) for active ReAmped ACT electricity residential customer accounts and active ReAmped NSW dual fuel electricity and gas customer³ accounts, and active ReAmped NSW gas only customer accounts, are those contained in Origin's most competitive generally available market retail contract; and
 - (ii) for ReAmped vacant premises, are those contained in Origin's deemed standard retail contract; and
 - (iii) provides that any exit fees or early termination fees are not to apply within the first nine months of an Affected Customer being transferred to an Origin Retail Contract; and
- (b) price matters:
- (i) for active ReAmped ACT electricity residential customer accounts and active ReAmped NSW dual fuel electricity and gas customer accounts, and active ReAmped NSW gas only customer accounts, are those contained in Origin's most competitive generally available market retail contract; and
 - (ii) for ReAmped vacant premises, are those contained in Origin's deemed standard retail contract.
6. ReAmped must ensure that each Affected Customer to be transferred to an Origin Retail Contract and who is recorded as being an active gas or dual fuel electricity and gas customer under paragraphs 5(a)(i) or 5(b)(i), is provided with a \$250 credit on their final bill with ReAmped, or a refund of \$250 if active gas or dual fuel customers close their ReAmped account in credit.
7. ReAmped must ensure that the following information is provided to OVO's and Origin's systems:

² For the purposes of the *conditions imposed on ReAmped*, a vacant premise is defined as a premise for whom ReAmped is the Financially Responsible Market Participant or Financially Responsible Organisation, and which is unoccupied/do not have a current customer.

³ For the purposes of the *conditions imposed on ReAmped*, a NSW dual fuel electricity and gas customer, is a customer residing in NSW who currently purchases both gas and electricity from ReAmped.

- (a) whether the Affected Customer, on the day before the day the Affected Customer is to be transferred to an OVO Retail Contract or an Origin Retail Contract is:
 - (i) on a payment plan in accordance with rule 33(1) of the *National Energy Retail Rules (NERR) (ReAmped Payment Plan)*;
 - (ii) participating in ReAmped's hardship program as set out in ReAmped's current hardship policy approved by the AER on 16 July 2019 (**ReAmped Hardship Policy**);
 - (iii) registered at a premises that has life support equipment in accordance with Part 7 of the *NERR*, irrespective of whether any process pursuant to sections 124A and 125(4) and 125(5) of *NERR* has commenced;
 - (iv) on a 'no contact' list in accordance with rule 65 of the *NERR*; and
 - (v) using Centrepay as a payment option immediately prior to the customer transfer, and any other information relevant to the customer's Centrepay arrangements.
- (b) for each Affected Customer who is recorded as being on a ReAmped Payment Plan under paragraph 7(a)(i):
 - (i) the payment amount and frequency;
 - (ii) the commencement and expiry date of the payment plan;
 - (iii) any outstanding payment amounts owing on the payment plan to ReAmped on the day before the day the Affected Customer is transferred to an OVO Retail Contract or an Origin Retail Contract; and
- (c) for each Affected Customer who is recorded as participating in the ReAmped Hardship Policy under paragraph 7(a)(ii), the details of the assistance that is provided to them.

8. ReAmped must ensure, for each Affected Customer who is recorded as:

- (a) being on a ReAmped Payment Plan under paragraph 7(a)(i); or
- (b) participating in the ReAmped Hardship Policy under paragraph 7(a)(ii),

upon being transferred to the OVO Retail Contract or the Origin Retail Contract, is not required to reapply to:

- (c) be on a payment plan with OVO or Origin; and
- (d) participate in the current OVO hardship policy approved by the AER on 5 March 2020 (**OVO Hardship Policy**), or the Origin hardship policy approved by the AER on 24 November 2023 (**Origin Hardship Policy**),

where customers' payment plans must be on the same terms as their payment plans with ReAmped, and participation in the hardship policy must be on substantially the same and no less favourable terms as with ReAmped.

9. ReAmped must ensure, for each Affected Customer who is recorded as:

- (a) being on a ReAmped Payment Plan under paragraph 7(a)(i); or
- (b) participating in the ReAmped Hardship Policy under paragraph 7(a)(ii),

upon being transferred to the OVO Retail Contract or Origin Retail Contract, is informed in writing:

- (a) details of their payment plan with OVO or Origin; and
 - (b) about their participation in the OVO Hardship Policy or Origin Hardship Policy.
10. For each Affected Customer who is using Centrepay as a payment option immediately prior to the transfer to an OVO Retail Contract or an Origin Retail Contract, ReAmped must ensure that, within the first six months of an Affected Customer being transferred to an OVO Retail Contract, or Origin Retail Contract, OVO and Origin do not cancel a payment plan in circumstances where:
- (a) there has been non-payment in respect of the Affected Customer; and
 - (b) the non-payment is a result of disruption to the Affected Customer's Centrepay arrangements caused by the transfer process.

For each Affected Customer who is using Centrepay as a payment option immediately prior to the transfer to an OVO Retail Contract or an Origin Retail Contract, no later than 2 weeks after the transfer to an OVO Retail Contract or an Origin Retail Contract, ReAmped must inform the customer of requirements to establish new Centrepay arrangements and provide information about how the customer may do that.

11. For each Affected Customer who is proposed to be transferred from a ReAmped Retail Contract to an OVO Retail Contract or an Origin Retail Contract, ReAmped must ensure that as soon as practicable after the approval of surrender of ReAmped's electricity and gas retailer authorisations and in any event before 17 April 2024, each Affected Customer is provided with correspondence, that:
- (a) informs the Affected Customer of the transfer;
 - (b) informs the Affected Customer they are no longer a customer of ReAmped and are now a customer of OVO or Origin;
 - (c) states in a prominent and clearly identifiable manner words to the effect that the Affected Customer can transfer from OVO or Origin to a new retailer without penalty;
 - (d) states in a prominent and clearly identifiable manner that Energy Made Easy is the Australian Government's independent website where customers can compare electricity and gas offers to find the right energy plan for them and that unlike some commercial switching websites Energy Made Easy shows all generally available offers and does not take commission from retailers; and
 - (e) includes a prominent and clearly named hyperlink directly below the information referred to in paragraph 11(c) to <https://www.energymadeeasy.gov.au>.
12. Within five business days after being transferred from a ReAmped Retail Contract to an OVO Retail Contract or an Origin Retail Contract, ReAmped must ensure that for each Affected Customer who is recorded as registered at a premises that has life support equipment under paragraph 7(a)(iii), the relevant distributor is notified that the Affected Customer has changed retailer to OVO or Origin but continues to require life support equipment at the premises.
13. For each Affected Customer who is transferred from a ReAmped Retail Contract to an OVO Retail Contract or Origin Retail Contract, ReAmped must ensure the OVO Retail Contract or Origin Retail Contract is not terminated without the agreement of the Affected Customer for a period of at least nine months from the date the Affected Customer is transferred to the OVO Retail Contract or Origin Retail Contract.
14. ReAmped must ensure that any objections, concerns or complaints received by ReAmped, OVO, or Origin from an Affected Customer in relation to the transfer of an Affected Customer, or the intention of an Affected Customer to transfer from OVO or Origin to a new retailer, are recorded in OVO's or Origin's systems and can be produced to the AER on request.

15. For six months from the date the first Affected Customer is transferred:
 - (a) ReAmped must continue to comply with all requirements and obligations as a “retailer” (as defined in the NERL), deemed to be selling energy to customers, in relation to sections 50 and 51 of the NERL, and rules 21, 29, 30-33, and 76F of the NERR; and
 - (b) For each Affected Customer who has any amount outstanding in a final invoice issued by ReAmped:
 - (i) the Affected Customer will continue to be a “customer”, “small customer”, “residential customer”, “hardship customer”, and/or “business customer” (as defined in the NERL) of ReAmped if they were such a customer on the day immediately before the date they are transferred; and
 - (ii) sections 50 and 51 of the NERL, and rules 21, 29, 30-33, and 76F of the NERR, continue to apply in relation to the Affected Customer as those provisions applied to the customer on the day immediately before the date they are transferred.
16. For each Affected Customer who is transferred from a ReAmped Retail Contract to an OVO Retail Contract or an Origin Retail Contract, ReAmped must ensure that it provides the Affected Customers with the option to raise a complaint directly with ReAmped or directly with Ombudsman before 27 September 2024.
17. In completing the transfers of the Affected Customers to an OVO Retail Contract or an Origin Retail Contract for electricity, ReAmped must ensure that it, OVO, and Origin comply with the applicable processes in the Market and Settlement Transfer Solution (MSATS) Procedures administered by AEMO.
18. In completing the transfers of the Affected Customers to an Origin Retail Contract for gas, ReAmped must ensure that it and Origin comply with the applicable processes in the relevant Retail Market Procedures administered by AEMO.
19. Within six months of the last Affected Customer being transferred to the OVO Retail Contract or Origin Retail Contract, ReAmped must provide the AER with a report signed by the OVO and Origin Heads of Compliance, Risk and Assurance (or equivalent position holders) that states whether OVO and Origin has complied with the conditions set out in paragraphs 1 to 5, 8 to 10, 12 to 14, 16 to 18 above and evidence such compliance if requested by the AER.
20. Within six months of the last Affected Customer being transferred to the OVO Retail Contract or Origin Retail Contract, ReAmped must provide the AER with a report signed by the ReAmped Head of Compliance, Risk and Assurance (or equivalent position holder) that states whether ReAmped has complied with the conditions set out in paragraphs 1 to 19 above and evidence of such compliance if requested by the AER.

SCHEDULE 2

REASONS FOR IMPOSING CONDITIONS ON REAMPED

The Australian Energy Regulator (**AER**) has considered an application from ReAmped Energy Pty Ltd (**ReAmped**) (ABN 21 605 682 684) to surrender its electricity and gas retailer authorisations in accordance with the National Energy Retail Law (**Retail Law**). The AER may decide to approve the surrender of a retailer authorisation if it is satisfied that arrangements relating to the surrender will appropriately manage the transfer of any retail customers. ReAmped is seeking to surrender its electricity and gas authorisations, which it has held since 20 July 2018 and 23 December 2021 respectively.

The application for surrender of ReAmped's electricity and gas retailer authorisations sets out processes for the transfer of all existing ReAmped customers to OVO Energy Pty Ltd (**OVO**) and Origin Energy Electricity Limited (**Origin**) (**authorised retailers**).

The *AER Retailer Authorisation Guidelines Version 2, December 2014* sets out the principles that the AER will consider in deciding whether to approve an application to surrender a retailer authorisation, namely that:

- any customer transfers arising from the surrender are managed appropriately, as required by the Retail Law, and that customers have continuity of supply;
- customers do not suffer unnecessary detriment as a result of being transferred to another retailer (particularly where customers may not have the opportunity to provide their explicit informed consent for the transfer); and
- customers have all the necessary information to make an informed choice about their energy service.

The AER has decided to approve the surrender of the retailer authorisations because it considers that the arrangements for the future transfer of all of ReAmped's electricity and gas customers are appropriate. Specifically, the AER considers that the arrangements in place, which provide for the transfer of ReAmped's customers to OVO and Origin, are appropriate to manage the continuity of energy supply to these customers and to ensure that affected customers are made aware of the surrender of ReAmped's authorisations, and how the surrender may affect particular customers.

In deciding to approve the surrender of a retailer authorisation, the AER:

- (a) may, after consulting the Australian Energy Market Operator (**AEMO**), impose conditions for the transfer of customers to another retailer; and
- (b) must fix a time, no later than 6 months after deciding the application, for the surrender to take effect.

The AER has consulted with AEMO as required by the Retail Law.

In consultation with AEMO, the AER has decided to place several conditions on the surrender of ReAmped's retailer authorisations. These conditions are designed to facilitate the smooth transfer of customers to OVO and Origin, and to ensure that ReAmped customers are not disadvantaged by the transfer to OVO and Origin.

Any customer transfers arising from the surrender are managed appropriately, as required by the Retail Law, and that customers have continuity of supply

The AER was satisfied that ReAmped had sufficient arrangements to ensure that customer transfers are appropriately managed, and customers have continuity of supply.

The AER was satisfied that ReAmped has put in place processes and systems to ensure continuity of supply including engaging with third parties (distributors and AEMO). OVO and Origin have also

assured the AER they have systems in place to manage customer queries or concerns regarding the transfer.

To formalise these arrangements, the AER has decided to place reporting requirements on ReAmped. For example, ReAmped must notify the AER of the successful transfer of all ReAmped customers to OVO or Origin (or to other retailers, where the customer has elected to switch). This will ensure that all customers have been transferred before the surrender of ReAmped's authorisations takes effect. The AER has also required ReAmped to provide a report stating whether it has complied with the conditions of surrender and to record evidence of compliance. ReAmped must also record any objections, concerns or complaints received by ReAmped, OVO or Origin from an Affected Customer in relation to the conduct of customer transfers or in relation to a customer's intention to transfer from ReAmped.

Customers do not suffer unnecessary detriment as a result of being transferred to another retailer

The AER was satisfied that the arrangements proposed by ReAmped as part of its application, together with conditions imposed by the AER, are sufficient to ensure that customers do not suffer unnecessary detriment.

ReAmped has advised that approximately 99.7 percent of ReAmped customers are able to be migrated to OVO and Origin on terms and conditions and rates that are at least equivalent or better than what those customers are currently on. For the remaining 0.3 per cent of customers, ReAmped will provide one off compensation to active gas or dual-fuel customers of \$250 credit and these customers would be moved to Origin's most competitive generally available market retail contract. The AER is satisfied with the arrangement proposed by ReAmped.

This commitment has been supported by a condition requiring that all customers must be able to access contracts which provide at least the same terms and conditions (including price) as the customer's previous contract with ReAmped. In circumstances where OVO and Origin are unable to replicate a ReAmped Retail Contract, ReAmped must ensure that particular customers are placed on specified OVO and Origin Retail Contracts. The AER has also placed a condition on ReAmped that requires ReAmped to provide one off compensation to active gas or dual-fuel customers transferred to Origin. The AER is satisfied that customers will not suffer unnecessary detriment as a result of this proposal.

Further, the AER has placed a condition on ReAmped that customers transferred as part of the retailer authorisation surrender must not be charged early termination fees for at least 9 months after the customer is transferred, should the customer elect to transfer to another retailer. In addition, these customers cannot be terminated from the contract they have transferred to for a period of at least 9 months without customer agreement. The AER considers that these conditions will provide time for customers to identify whether their market contract is suitable for their needs and limit the potential for unnecessary detriment to customers.

Additionally, the AER has imposed a number of conditions on ReAmped which relate to the recording of details around customers payment plans, hardship assistance and life support requirements. Customers on a payment plan or participating in hardship policies are not required to reapply to OVO or Origin to be on a payment plan or hardship policy on the same terms as their payment plan or substantially the same terms and no less favourable as their participation in the hardship program.

The AER has also imposed a condition to ensure there is no unnecessary detriment for ReAmped customers who are on payment plans and use Centrepay. ReAmped Energy must ensure that, within the first six months of an affected customer being transferred to OVO or Origin, a payment plan is not cancelled in circumstances where there has been non-payment due to disruption caused by the transfer process.

The AER has considered that ReAmped customers will be transferred to OVO and Origin with zero account balance i.e., no outstanding debt will be transferred from ReAmped to OVO or Origin. The AER has also considered that ReAmped has provided a commitment to voluntarily write off any outstanding overdue debt, post transfer of customers to OVO or Origin. In addition, the AER has placed a condition that would require ReAmped to continue to comply with the specific NERL and

NERR requirements, after the surrender effective date, in relation to any remaining customers with outstanding debt.

Further, the AER has placed a condition that for each affected customer recorded by ReAmped as registered at a premises that has life support equipment, that within five business days following the transfer, ReAmped will notify the relevant distributor that the affected customer has changed retailer but continues to require life support equipment at the premises.

Customers have all the necessary information to make an informed choice about their energy service

In a circumstance where affected customers may not make an active choice to transfer to OVO or Origin, the AER considers that customers should have sufficient information to make an informed choice about their energy services. This should include suitable information about their contract changes and the options available to them.

The AER is aware that ReAmped has been communicating with its customers about its intention to exit the retailer energy market. Similarly, the AER is aware that ReAmped has already communicated with its customers and provided them with information regarding the transfer and relevant contact details should customers wish to opt out of the transfer to OVO or Origin. In addition, the AER has decided that ReAmped must ensure affected customers receive correspondence, informing them that they are now OVO or Origin customers and can compare energy deals offered by other retailers and provide a link to [Energy Made Easy](#), the Australian Government's independent comparator website.

The surrender of ReAmped's electricity and gas authorisations will take effect on **27 September 2024**. Until this time, ReAmped is still an authorised electricity and gas retailer and will need to continue to satisfy its retailer obligations, including maintaining its ombudsman membership and continuing to comply with its obligations relating to notifying customers of their dispute resolution rights.