

ENFORCEABLE UNDERTAKING

ESSENTIAL SERVICES COMMISSION ACT 2001

Undertaking to the Essential Services Commission under section 54ZD of the *Essential Services Commission Act 2001*

by

ReAmped Energy Pty Ltd (ABN 21 605 682 684)

1. Person giving this Undertaking

- 1.1. This Undertaking is given by ReAmped Energy Pty Ltd (ABN 21 605 682 684) (**ReAmped**) to the Essential Services Commission (**Commission**), for the purposes of section 54ZD of the Essential Services Commission Act (**ESC Act**).

2. The Commission's concerns

- 2.1. The Commission considers that ReAmped Energy did not comply with clause 108(1), 109(1), 110(1) and 110(2) of the Energy Retail Code of Practice (Version 1 and 2) (**ERCOP**).
- 2.2. 3,149 unique customers were impacted by this non-compliance:
 - 2.2.1 ReAmped sent 3,080 customers erroneous best offer messages between 1 August 2022 and 30 June 2023, which meant that these customers received a positive best offer message when they were not on the deemed best offer at the time. This issue was caused by human error, namely omission, when pricing details for the 2022/23 Victorian Default Offer (**VDO**) price plans were uploaded and the VDO was omitted from the deemed best offer check calculation performed as part of the automated invoicing process.
 - 2.2.2 ReAmped did not provide a deemed best offer message to some residential and small business customers within the required timeframes (once every three months for electricity) in 1,671 instances:
 - 2.2.2.1 For 69 small business customers impacted by this issue, the omission of best offer messages occurred between 1 August 2022 and 30 June 2023 and was caused by human error, namely omission, when pricing details for the 2022/23 VDO price plans were uploaded and the VDO was omitted from the deemed best offer check calculation performed as part of the automated invoicing process. These small business customers were not impacted by the erroneous best offer message issue referred to in paragraph 2.2.1 above.
 - 2.2.2.2 For the remainder of customers impacted by this issue, all of which were

residential customers, the omission of best offer messages was caused by an anomaly in the calculation of the time period between deemed best offer messages due to the affected customers' irregular billing cycle. These residential customers were also impacted by the erroneous best offer message issue referred to in paragraph 2.2.1 above.

3. Admissions and Resolution

- 3.1. ReAmped acknowledges that the conduct outlined in paragraph 2 above is a contravention under clause 108(1), 109(1), 110(1) and 110(2) of the ERCOP.
- 3.2. ReAmped has already taken a number steps to rectify the circumstances giving rise to the conduct of concern, including:
 - 3.2.1. Designing and deploying a resolution to the technical issue on 12th July 2023 to ensure that the correct deemed best offer message is displayed on invoices and that the messaging frequency is increased so that the deemed best offer messaging appears on every customer invoice issued.
 - 3.2.2. Implementing a remediation plan to make good impacted customers which included making a remediation offer to 3,149 former customers (**Remediation Offer**).
 - 3.2.2.1. For impacted customers who were active customers of ReAmped at the time of taking up the offer, subject to consent to a back-dated switch to the VDO tariff on market terms and conditions, customers were offered an account credit for an amount equivalent to the difference between their current plan pricing and the VDO, from the date of the first inaccurate Best Offer message they received after 1 August 2022 (or, in the case of small business customers, the date they otherwise should have first received a correct Best Offer message after 1 August 2022). As at 2nd April 2024, the Remediation Offer resulted in 925 customers who were active customers of ReAmped at the time of taking up the offer receiving account credits, totaling \$327,000.
 - 3.2.2.2. Impacted former customers have been offered a make good payment equivalent to the difference between the total cost of their previous price plan and the VDO tariff, from the date of the first inaccurate Best Offer message they received after 1 August 2022 (or, in the case of small business customers, the date they otherwise should have first received a correct Best Offer message after 1 August 2022) to the date they transferred away from ReAmped. As at 2nd April 2024, the Remediation Offer resulted in 862 former customers accepting make good payments, totaling \$178,000.

- 3.3. ReAmped undertakes to continue to honour requests from impacted former customers to take up the Remediation Offer for a period of 12 months from the Commencement Date.
- 3.4 ReAmped at its own expense, within 30 days of the Commencement Date, undertakes to publish or cause to be published, on the internet homepage located at www.reampedenergy.com.au ('ReAmped website'), a notice in the terms and form (including font and formatting) of Annexure A '(the notice)' and ensure that the notice complies with the following specifications (as amended by agreement in relation to a mobile version of the website):
- (a) the notice is to be accessible through a prominent on-click link displayed in the top third of the home page of the ReAmped Energy website with the following specifications:
- (i) the words
- “If you were a ReAmped Energy customer between 1 August 2022 and 30 June 2023, you may be eligible for a reimbursement .
- Find out how to check if you are eligible and learn what to do next...”
- are to be in 36 point, bold and Ariana Pro font, in black text on a green background, centred in a box;
- (ii) the body of text of the notice is to be in font that is no less than 18 point, black Ariana Pro font, on a green background;
- (iii) the Undertaking be accessible via a weblink in the notice accessed by clicking the words “You can read the court enforceable undertaking here.”
- (iii) the notice will be displayed on a stand-alone web page that is coded in standard 'HTML' format;
- (iv) the notice will not be displayed as a “pop-up” or “pop-under” window;

- (v) the notice will remain on the ReAmped Energy website for a continuous period of 12 months from the Commencement Date.

3.5. ReAmped at its own expense, within 60 days of the date of the Commencement Date, undertakes to take all reasonable steps to cause a notice to be published in a weekday edition of each of The Age and Herald Sun newspapers in the terms and form (including font and formatting) of Annexure B and complies with the following specifications:

- (a) be placed within the first 20 pages of the newspaper;
- (b) have a heading font of san serif 14 point, bold;
- (c) have a subheading font of 12 point, bold;
- (d) contain, in the body of the text, font that is no less than 11 point; and
- (e) be surrounded by a border of no less than 1.5 pt.

And

3.5.1 In The Age:
occupy either a 'junior page' with dimensions of 280mm x 194 mm (Portrait orientation) or a '½ page horizontal' with dimensions of 186 mm x 260 mm (landscape orientation); and comply with Nine's The Age's print specifications (which may override some of the specifications in clause 3.5 above).

3.5.2 In The Herald Sun
Occupy either a 'M9X4 (Portrait)' with dimensions of 284 MM x 174 MM (portrait orientation) or a 'M6X6 (half page horizontal)' with dimensions of 188 mm x 262 mm (landscape orientation); and comply with Newscorp's tabloid print specifications (which may override some of the specifications in clause 3.5 above).

4. Commencement and Term of Undertaking

4.1. This Undertaking comes into effect on the Commencement Date, being the date when:

4.1.1. The Undertaking is executed by ReAmped: and

4.1.2. The Undertaking so executed is accepted by the Commission.

4.2. The Undertaking remains in effect for 12 months from the Commencement Date.

5. Compliance with Undertaking

5.1. In the event that ReAmped has reason to believe that it has not complied with a requirement of this Undertaking, it will report that possible non-compliance to the Commission within five business days.

5.2. ReAmped will provide further information or particulars to the Commission concerning any possible non-compliance reported to the Commission within a reasonable time upon request by the Commission.

6. Maintaining Records and Monitoring of Undertaking

- 6.1. ReAmped commits to maintaining records confirming any actions, steps, or measures it takes pursuant to meeting the terms of this Undertaking, and retaining those records for a period of at least three years from the Commencement Date.
- 6.2. If requested by the Commission within 3 years of the Commencement Date, ReAmped will produce any records in relation to any documents, actions, steps, or measures it is required to take under this Undertaking.
- 6.3. On the 12 month anniversary of the Commencement Date, ReAmped will provide a final report to the Commission on its implementation of, and/or compliance with, the terms of the Undertaking.

7. Acknowledgements and Publication of Undertaking

- 7.1. ReAmped acknowledges that:
- 7.1.1. The Commission will make this Undertaking publicly available by publishing it on its website and in its online Register of Enforcement Action.
- 7.1.2. The Commission may, from time to time, make public reference to this Undertaking including in news media statements and in Commission publications.
- 7.1.3. This Undertaking in no way limits or affects any rights or remedies available to any other person arising from the conduct.
- 7.1.4. ReAmped acknowledges it must pay all its own costs in relation to this Undertaking including costs associated with remediation or compensation associated with the Undertaking.

8. Executed as an Undertaking

Executed for and on behalf of ReAmped Energy Pty Ltd (ABN 21 605 682 684) in accordance with section 127 of the *Corporations Act 2001* :



Signature of director

Luke Blincoe



Signature of company secretary

Nick Haines

15 April 2024

Date

15 April 2024

Date

Accepted by the Essential Services Commission pursuant to section 54ZD of the *Essential Services Commission Act 2001* and signed on behalf of the Commission:



Kate Symons, Chairperson

29 April 2024

Date