

NOTICE OF LODGMENT
AUSTRALIAN COMPETITION TRIBUNAL

This document was lodged electronically in the AUSTRALIAN COMPETITION TRIBUNAL and has been accepted for lodgment pursuant to the Practice Direction dated 3 April 2019. Filing details follow and important additional information about these are set out below.

Lodgment and Details

Document Lodged:	Affidavit of Rex Pascal Punshon
File Number:	ACT1 of 2019
File Title:	Re Application for authorisation AA1000439 lodged by Australian Energy Council, Clean Energy Council, Smart Energy Council and Energy Consumers Australia in respect of the New Energy Tech Consumer Code and the determination made by the ACCC on 5 December 2019
Registry:	VICTORIA – AUSTRALIAN COMPETITION TRIBUNAL



DEPUTY REGISTRAR

Dated: 5/05/2020 4:53 PM

Important information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Tribunal and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.



IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

AFFIDAVIT OF REX PASCAL PUNSHON
RE [REDACTED] CASE STUDY

Affidavit of: Rex Pascal Punshon
Address: Level 6, 179 Queen Street, Melbourne
Occupation: Solicitor
Date: 3 May 2020

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Filed on behalf of (name & role of party) Consumer Action Law Centre

Prepared by (name of person/lawyer) Ursula Noye

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(include state and postcode)

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I REX PASCAL PUNSHON of Level 6, 179 Queen Street Melbourne, in the State of Victoria, Solicitor, do solemnly and sincerely affirm that:

1. I am a Solicitor at Consumer Action Law Centre ("**CALC**") and together with Ursula Noye, Special Counsel at CALC, I have care and conduct of this matter on behalf of CALC. I also had the care and conduct of the matter referred to below on behalf of CALC clients [REDACTED] and [REDACTED].
2. I make this affidavit on the basis of my own knowledge, except where indicated. Where I depose to matters on information and belief, I set out the basis of my belief and I believe such matters to be true.
3. I have obtained the consent of [REDACTED] and [REDACTED] to disclose the matters set out in this affidavit. Except with respect to the matters set out in this affidavit, I am not authorised to and do not intend to waive any client legal privilege held by Mr and Mrs [REDACTED] and nothing in this affidavit may be construed as involving any such waiver of privilege.

March 2019: [REDACTED] and [REDACTED]

4. I am informed by Gerard Brody, Chief Executive Officer at CALC, and believe that on 26 March 2019, Stuart Lister, Financial Counsellor at Anglicare Victoria, emailed Mr Brody about his two clients, [REDACTED] and [REDACTED] ("**Mr and Mrs [REDACTED]**"), who had

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a “solar panel issue”. Mr Lister stated that his clients had “been taken advantage of” and asked “if anything can be done?”

5. Exhibit **RPP-1** is a copy of Mr Lister’s email to Mr Brody dated 26 March 2019.
6. CALC agreed to represent Mr and Mrs [REDACTED] in their solar panel dispute, and their matter was allocated to me under the supervision of David Maunsell, Managing Lawyer at CALC.

May – June 2019: Instructions provided by Mr and Mrs [REDACTED]

7. Between and including 1 May 2019 and 21 June 2019, I sought and obtained instructions from Mr and Mrs [REDACTED] by telephone, which included the following:
 - a. Mr and Mrs [REDACTED] both receive Centrelink payments as their sole source of income. Mrs [REDACTED] receives the Disability Support Pension for Turner’s syndrome (a chromosomal disorder), arthritis, deafness, sleep apnoea, glaucoma and diabetes. Mr [REDACTED] is Mrs [REDACTED]’s carer and receives a Carer Payment. I was also instructed that Mrs [REDACTED] has an “intellectual disability”, although the nature of this was unspecified.
 - b. On 20 March 2018, a representative of “Solar Today” (a trading name of General Green Pty Ltd) made an unsolicited visit to Mr and Mrs [REDACTED]’s home. The representative attempted to sell Mr and Mrs [REDACTED] solar panels. At the time, Mr and Mrs [REDACTED] already had a functioning 12-panel solar system, which they had purchased from an unrelated entity several years prior (“**the pre-existing system**”). Mr [REDACTED] initially told the representative that they were not interested in purchasing solar panels from Solar Today because they already owned the pre-existing system, and further, they could not afford to purchase further panels due to their limited income. The representative proposed that Mr and Mrs [REDACTED] pay for the solar panels by entering into a loan with Brighte Capital Pty Ltd (“**Brighte**”). After the representative continued with his sales pitch for some time, Mr and Mrs [REDACTED] agreed to purchase a 2kW 8-panel solar system (“**the 8-panel system**”) by entering into a \$6,050 loan with Brighte. Mr [REDACTED] signed a Customer Sales Agreement with Solar Today to this effect, which referred to Mr [REDACTED] as the customer (“**the 20 March 2018 Sale Agreement**”). Mr and Mrs [REDACTED] subsequently received a Payment Plan from Brighte, which referred to both of them as borrowers and stated that their request for credit had been successful and that they would be required to pay \$47.12 per fortnight (“**the 20 March 2018 Payment Plan**”).

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- c. On 8 May 2018, the same representative again attended Mr and Mrs [REDACTED]'s home uninvited and attempted to sell them further solar panels. Again, Mr [REDACTED] initially told the representative that they were not interested in purchasing further panels for the same reasons as provided on 20 March 2018. However, as on the previous occasion, the representative continued with his sales pitch until Mr and Mrs [REDACTED] agreed to purchase a 1.5kW 6-panel system ("**the 6-panel system**").
- d. The representative informed Mr and Mrs [REDACTED] that the price for the 6-panel system, if they paid cash, would be \$3,500. Mr [REDACTED] signed a Customer Sales Agreement with Solar Today to this effect, which referred to Mr [REDACTED] as the customer ("**the 8 May 2018 Sale Agreement**").
- e. Mr and Mrs [REDACTED] were unable to pay for the 6-panel system upfront. Consequently, on 21 May 2018, the representative again attended Mr and Mrs [REDACTED]'s home and informed them that they could instead purchase the same 6-panel system by paying a \$500 cash deposit and entering into a further loan for the balance, being \$4,550, with Brighte (i.e. an increase in the total price of the 6-panel system from \$3,500 to \$5,050, with the loan-financed system being \$1,550 more expensive than if Mr and Mrs [REDACTED] had been able to pay in cash). Mr [REDACTED] signed a Customer Sales Agreement with Solar Today to this effect, although it referred to Mrs [REDACTED] as the customer ("**the 21 May 2018 Sale Agreement**").
- f. When attempting to sell Mr and Mrs [REDACTED] the 8-panel system and the 6-panel system on 20 March 2018, 8 May 2018 and 21 May 2018, the representative repeatedly told them that the more solar panels they purchased, the more they would save. In reality, the 8-panel system and the 6-panel system led to very little (if any) reduction on their electricity bills when they compared their new bills with their previous bills. Their bill for the three-month period immediately after the installation of the two systems was only around \$3 less than the previous bill.
- g. When Mr [REDACTED] initially indicated to the representative that they were not interested in purchasing solar panels, the representative turned his attention towards Mrs [REDACTED]. Once the representative eventually secured Mrs [REDACTED]'s agreement, Mr [REDACTED] felt that they had gone too far to withdraw.
- h. The representative did not:

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- i. inform Mr and Mrs [REDACTED] before starting to negotiate that he was obliged to leave their home upon request;
 - ii. leave Mr and Mrs [REDACTED]'s home when Mr [REDACTED] stated that they were not interested in purchasing solar panels;
 - iii. verbally explain to Mr and Mrs [REDACTED] their cooling off-rights in respect of unsolicited consumer agreements under the *Australian Consumer Law* ("**ACL**"); or
 - iv. give Mr and Mrs [REDACTED] a notice that could be used to terminate the agreements.
- i. At the time of signing the 21 May 2018 Sale Agreement, Mr and Mrs [REDACTED] did not understand, and do not recall being told, that the increase in the total loan amount with Brighte would lead to an increase in the fortnightly repayment amount (as opposed to, for example, being paid over a longer period of time). They did not learn that the fortnightly repayment amount had increased from \$47.12 to \$85.11 until the latter amount was direct debited from their bank account. They did not recall receiving a revised Payment Plan from Brighte reflecting the increased total loan amount and fortnightly repayment amount at the time of signing the 21 May 2018 Sale Agreement. Rather, the revised Payment Plan dated 21 May 2018 ("**the 21 May 2018 Payment Plan**") was only obtained by CALC in the course of the matter, as set out in paragraph 18 below.
- j. To avoid incurring late fees, Mr and Mrs [REDACTED] requested that the Brighte repayments be debited from their bank account on the same day that they received their respective Centrelink payments. This meant that the Brighte repayments were prioritised over all other expenditure. As a result, they often did not have enough Centrelink money left over when attempting to purchase food or meet essential expenses later in their Centrelink payment cycle. Further, as a result of the financial hardship caused by the Brighte repayments, Mr and Mrs [REDACTED] were forced to:
- i. access a financial counselling service for hardship assistance, including obtaining vouchers for food;
 - ii. enter into two loans to pay for medical and other essential daily living expenses; and

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- iii. cancel a number of specialist medical appointments where no funds could be secured to facilitate their attendance.

- 8. The following exhibits, referred to above in paragraph 7, are annexed:
 - a. Exhibit **RPP-2** is a copy of the 20 March 2018 Sale Agreement;
 - b. Exhibit **RPP-3** is a copy of the 20 March 2018 Payment Plan;
 - c. Exhibit **RPP-4** is a copy of the 8 May 2018 Sale Agreement;
 - d. Exhibit **RPP-5** is a copy of the 21 May 2018 Sale Agreement;
 - e. Exhibit **RPP-6** is a copy of the 21 May 2018 Payment Plan (obtained by CALC during the course of the matter, as set out in paragraph 18 below).
- 9. Exhibit **RPP-7** is a copy of the Australian Business Register extract for General Green Pty Ltd trading as Solar Today.
- 10. Exhibit **RPP-8** is a copy of the Australian Business Register extract for Brighte Capital Pty Ltd trading as BrightePlus, brighte and BrightePay.

Further information about Mr and Mrs [REDACTED]'s financial hardship

- 11. On 25 March 2020, I sent an email to Mr Lister, who (as stated above in paragraph 4) was Mr and Mrs [REDACTED]'s Financial Counsellor at Anglicare Victoria and referred them to CALC for assistance. I asked Mr Lister to send me copies of any documents relating to the financial hardship that Mr and Mrs [REDACTED] were experiencing when he referred them to CALC, for the purpose of producing those documents to the Tribunal in this proceeding.
- 12. On 22 April 2020, I received an email from Mr Lister. Mr Lister stated that "the debt to Brighte was the tipping factor here which lead to the couple needing to access our Emergency Relief Service at Anglicare Victoria for food relief/voucher assistance". Mr Lister also stated that "the extra debt put pressure of [sic] the couple to find other ways to 'survive' and they considered a reverse mortgage against their property putting their accommodation at risk". Attached to Mr Lister's email were:
 - a. a "Fortnightly Income & Expenditure Worksheet" completed by Mr Lister and dated 13 August 2018. This document states that after paying all expenses, Mr and Mrs

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██████ had a total sum of \$30.25 left over each fortnight. This worksheet does not include the Brighte repayments;

- b. a "Fortnightly Income & Expenditure Worksheet" dated 20 October 2018, which Mr Lister stated in his email had been completed by Mr and Mrs ██████; and
 - c. two letters showing that, in around March 2019, Mr ██████ successfully applied to the Department of Health and Human Services for a Utility Relief Grant in respect of his gas and electricity accounts. These letters state that the "Utility Relief Grant is intended to provide assistance to households who, due to unforeseen circumstances, have difficulty paying a utility bill".
13. Exhibit **RPP-9** is a copy of the email correspondence and attachments referred to in paragraphs 11 and 12, not including the documents attached to Mr Lister's email as "docs.pdf" (to the extent these documents are relevant, they are exhibited elsewhere in this affidavit). One of the sentences in my email to Mr Lister on 25 March 2020 has been redacted because it referred to a without prejudice communication.
14. On 22 April 2020, I received a further email from Mr Lister. I am informed by Mr Lister and believe that the attachment to this email is an extract from a spreadsheet, showing that on around 22 January 2019, Mr and Mrs ██████ accessed Anglicare Victoria's Emergency Relief Service.
15. Exhibit **RPP-10** is a copy of the email and attachment referred to in paragraph 14.

May – September 2019: Correspondence with Brighte

16. On 8 May 2019, I sent a letter to Brighte by email. In the letter, I stated that Mr and Mrs ██████ were experiencing significant financial hardship and requested that their account be placed on hold for three months or until their substantive claims against Solar Today and Brighte had been resolved, whichever occurred later ("**the Hardship Request**").
17. Exhibit **RPP-11** is a copy of the Hardship Request.
18. On 23 May 2019, I received an email from ██████, Senior Credit Manager at Brighte, stating that Brighte had suspended the repayments on Mr and Mrs ██████'s account on a temporary basis until 30 August 2019 due to financial hardship. Attached to Mr ██████ email were the 20 March 2018 Payment Plan, the 21 May 2018 Payment Plan and a tax invoice

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issued by Solar Today to Mr [REDACTED] and dated 11 July 2018 for \$10,600 (**"the Solar Today Tax Invoice"**).

19. Exhibit **RPP-12** is a copy of the Solar Today Tax Invoice.

20. On 27 June 2019, I sent a further letter to Brighte by email to Mr [REDACTED]. In the letter, I:

a. asserted that it was open to Mr and Mrs [REDACTED] to pursue the following legal claims:

- i. Solar Today had engaged in misleading or deceptive conduct contrary to section 18 of the ACL;
- ii. Solar Today had failed to comply with the guarantee of fitness for purpose set out in section 55 of the ACL;
- iii. Solar Today had contravened numerous obligations in respect of unsolicited consumer agreements in Part 3-2, Division 2 of the ACL;
- iv. Solar Today had engaged in unconscionable conduct contrary to section 21 of the ACL;
- v. Brighte was a linked credit provider of Solar Today within the meaning of section 3 of the ACL; and
- vi. accordingly, under section 278 of the ACL, Brighte was jointly and severally liable to Mrs and Mrs [REDACTED] for the loss and damage they had sustained as a result of Solar Today's conduct;

b. stated that Mr and Mrs [REDACTED] were prepared to settle the dispute on the basis that Brighte:

- i. refund all money paid by Mr and Mrs [REDACTED] to Brighte to date;
- ii. confirm that Mr and Mrs [REDACTED] had no further liability to Brighte or Solar Today; and
- iii. confirm that no adverse information would be reflected on Mr and Mrs [REDACTED]'s credit reports

(**"the Letter of Demand"**).

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21. Exhibit **RPP-13** is a copy of the Letter of Demand. References to the name of the individual Solar Today representative who attended Mr and Mrs [REDACTED]'s home, which were contained in the original Letter of Demand, have been redacted.
22. On 2 July 2019, I received an email from [REDACTED], Corporate Counsel at Brighte, seeking further information to assist the review of the matter – namely a medical report that Mrs [REDACTED] suffers from Turner's syndrome, evidence of Mr and Mrs [REDACTED]'s Centrelink payments and evidence that Mr and Mrs [REDACTED] owned the pre-existing system prior to 20 March 2018.
23. On 10 July 2019, I responded to Brighte's request for further information by email to Ms [REDACTED] attaching redacted MonashHealth medical records showing that Mrs [REDACTED] has Turner's syndrome and Mr and Mrs [REDACTED]'s most recent Centrelink Income Statements. I noted in my email that Mr and Mrs [REDACTED] no longer had any documents in their possession relating to the purchase of the pre-existing system.
24. Exhibit **RPP-14** is a copy of the redacted MonashHealth medical records provided to Brighte.
25. Exhibit **RPP-15** is a copy of the Centrelink Income Statements provided to Brighte.
26. On 12 July 2019, I received an email from Ms [REDACTED] setting out Brighte's response to the Letter of Demand ("**Brighte's Response to the Letter of Demand**"). As a way forward, Ms [REDACTED] proposed that a time be arranged for Solar Today to attend Mr and Mrs [REDACTED]'s home in order to assess the installation and performance of the 8-panel system and the 6-panel system ("**the solar panel assessment**"). Ms [REDACTED] also attached to her email a copy of Mr and Mrs [REDACTED]'s account history with Brighte ("**Mr and Mrs [REDACTED]'s Brighte Account History**").
27. Exhibit **RPP-16** is a copy of Brighte's Response to the Letter of Demand. References to the name of the individual Solar Today representative who attended Mr and Mrs [REDACTED]'s home, which were contained in the original version of Brighte's Response to the Letter of Demand, have been redacted.
28. Exhibit **RPP-17** is a copy of Mr and Mrs [REDACTED]'s Brighte Account History.
29. On 17 July 2019, I received a further email from Ms [REDACTED] in relation to arranging the solar panel assessment.

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30. On 17 July 2019, I responded by email to Ms [REDACTED] stating that one of our clients had been admitted to hospital with a serious medical condition. I requested that Brighte maintain Mr and Mrs [REDACTED]'s payment moratorium pending further discussions.
31. On 18 July 2019, I received an email from Ms [REDACTED] confirming that Brighte would maintain the payment moratorium pending further discussions.
32. On 9 September 2019, I sent an email to [REDACTED] the new contact at Brighte, stating that Mr and Mrs [REDACTED] were now ready to progress discussions with Brighte and would agree to allow Solar Today to attend their home for the purpose of carrying out the solar panel assessment. I also requested documents relating to the affordability assessments that Brighte carried out prior to entering into the loans with Mr and Mrs [REDACTED] under the 20 March 2018 Payment Plan and the 21 May 2018 Payment Plan.
33. On 17 September 2019, I received an email from Ms [REDACTED] attaching a copy of the affordability assessment that Brighte relied on prior to the 20 March 2018 Payment Plan ("**the Initial Affordability Assessment**"). Ms [REDACTED] stated that Brighte had "not been able to locate a new calculation, after the request was received ... to increase the finance amount", but set out a retrospective affordability assessment in the body of her email ("**the Subsequent Affordability Assessment**").
34. Exhibit **RPP-18** is a copy of the Initial Affordability Assessment.
35. Exhibit **RPP-19** is a copy of Ms [REDACTED]'s email containing the Subsequent Affordability Assessment.
36. As stated in Brighte's Response to the Letter of Demand, both the Initial Affordability Assessment and the Subsequent Affordability Assessment "included the use of HEM as a floor in relation to expenditure" – i.e. Mr and Mrs [REDACTED]'s declared monthly expenses were compared with the relevant HEM benchmark and the higher of the two amounts (of which the HEM) was used to complete the assessment.
37. HEM, an abbreviation for Household Expenditure Measure, is "a measure that reflects a modest level of household expenditure for various types of families",¹ calculated quarterly by the Melbourne Institute of Applied Economic and Social Research.

¹ Melbourne Institute of Applied Economic and Social Research, March Quarter 2018. *Household Expenditure Measure*.



38. According to the Initial Affordability Assessment, after making monthly repayments to Brighte of \$102.09, Mr and Mrs [REDACTED] would have surplus funds of \$131.24 per month.
39. According to the Subsequent Affordability Assessment, after making monthly repayments to Brighte of \$184.40, Mr and Mrs [REDACTED] would have surplus funds of \$35.93 per month.
40. In their practical reality, Mr and Mrs [REDACTED] did not have any surplus funds – rather, they were forced to cancel medical appointments, obtain emergency food relief, and experienced financial hardship in various other ways (as described at sub-paragraph 7.j and paragraphs 12 and 14) because of a lack of such funds, after their monthly repayments to Brighte.
41. On 17 September 2019, 18 September 2019 and 23 September 2019, I exchanged emails with Ms [REDACTED] in relation to the date and time for the solar panel assessment. It was agreed that Solar Today would attend Mr and Mrs [REDACTED]'s home to carry out the solar panel assessment on 24 September 2019 at 1:00pm.
42. On 25 September 2019, I received a fax from Mr and Mrs [REDACTED] attaching a document headed "Settlement Agreement" signed by William Zhang on behalf of Solar Today and Mr and Mrs [REDACTED] on 24 September 2019 ("**the Purported Settlement Agreement**").
43. Exhibit **RPP-20** is a copy of the Purported Settlement Agreement.
44. Later on 25 September 2019, I spoke to Mr and Mrs [REDACTED] by telephone in order to obtain their instructions about the Purported Settlement Agreement. Mr and Mrs [REDACTED] instructed me that:
- a. two representatives of Solar Today had attended their home on 24 September 2019, who described themselves as directors of the company;
 - b. the Solar Today representatives inspected Mr and Mrs [REDACTED]'s electricity meters, but did not physically inspect the 8-panel system or the 6-panel system;
 - c. the Solar Today representatives said that they were prepared to offer compensation of "15%", but no more; and
 - d. Mr and Mrs [REDACTED] felt "pressured" to accept this offer and signed the Purported Settlement Agreement.
45. On 26 September 2019, I sent an email to Ms [REDACTED] requesting that Brighte provide an explanation for Solar Today's conduct at Mr and Mrs [REDACTED]'s home on 24 September

2019, including whether Solar Today acted with Brighte's authority in attempting to carry out settlement discussions.

46. Mr and Mrs [REDACTED] subsequently resolved their dispute with Brighte.
47. Exhibit **RPP-21** is a copy of the email chain containing the emails referred to above in paragraphs 16, 18, 20, 22, 23, 29, 30, 32, 33, 41 and 45.


October 2019: Complaints to regulators

48. On 16 October 2019, I submitted a letter of complaint about Brighte to the Australian Securities and Investments Commission ("**ASIC**"), setting out the systemic issues in ASIC's field of regulation raised by Mr and Mrs [REDACTED]'s experiences ("**the ASIC Complaint**"). As stated in the ASIC Complaint, the systemic issues raised with ASIC were:
 - a. Brighte "providing unaffordable loans to vulnerable consumers under the pretense that its loans involve minimal charges and are therefore not subject to the NCCPA and the Code"; and
 - b. "the provision of unaffordable loans ... in the context of unsolicited consumer agreements".
49. Exhibit **RPP-22** is a copy of the ASIC Complaint. References to the name of the individual Solar Today representative who attended Mr and Mrs [REDACTED]'s home, which were contained in the original ASIC Complaint, have been redacted.
50. On 16 October 2019, I submitted a letter of complaint about Brighte and Solar Today to Consumer Affairs Victoria ("**CAV**") a copy of which was also sent to the Australian Competition and Consumer Commission ("**ACCC**"), setting out the systemic issues in CAV and the ACCC's field of regulation raised by Mr and Mrs [REDACTED]'s experiences ("**the CAV and ACCC Complaint**"). As stated in the CAV and ACCC Complaint, the systemic issues raised with CAV and the ACCC were:
 - a. "the need for better regulation of solar system providers"; and
 - b. "the need for better regulation of unsolicited sales in general, particularly where the merchant works with linked credit providers to offer consumers the option to purchase goods on credit".

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51. Exhibit **RPP-23** is a copy of the CAV and ACCC Complaint. One of the sentences in the CAV and ACCC Complaint is now redacted, because the original referred to information that (on later consideration) may have been disclosed by Brighte on a without prejudice basis. References to the name of the individual Solar Today representative who attended Mr and Mrs [REDACTED]'s home, which were contained in the original CAV and ACCC Complaint, have also been redacted.

AFFIRMED by the deponent
at Brunswick on 3 May 2020


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Before me:

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-1** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal line.

From: Stuart Lister <Stuart.Lister@anglicarevic.org.au>
Sent: Tuesday, 26 March 2019 9:51 AM
To: Gerard Brody <gerard@consumeraction.org.au>
Subject: Solar Panel Issue

Morning. This may be a little late for what you are working on at the moment but here's a perfect example of the predatory behaviour of these solar panel 'mobs'. My clients are intellectually disabled and have been taken advantage of. My initial email to Solar Today was on 29/11/2018 with a follow up phone call in December with the owner of the business William on [REDACTED] and he asked me to email him, did and no reply. I have been working on many other issues before moving back to this one. Interested in your feedback and if anything can be done? I have also attached some medical information which may be relevant to this?

Clients are very approachable and would talk to you guys if needed.

Thanks.



Stuart Lister
Financial Counsellor Gippsland FC1349
(Family Violence Specialist)
p: (03) 56228600 m: 0417 305 976 w: anglicarevic.org.au



FINANCIAL REVIEW
MOST INNOVATIVE COMPANIES

Anglicare Victoria acknowledges Aboriginal people as the traditional custodians of the land on which we operate. We commit to working respectfully to honour their ongoing cultural and spiritual connections to this country.

Diversity and inclusivity are important to Anglicare Victoria and we are committed to ensuring our workplace and services reflect this. Everyone is welcome at Anglicare Victoria, regardless of race, religion, gender or sexuality.

This email contains confidential information intended only for the person named above and may be subject to legal privilege. If you are not the intended recipient, any disclosure, copying or use of this information is prohibited.



Please consider the environment before printing.

From: Stuart Lister
Sent: Tuesday, 26 March 2019 9:42 AM
To: Stuart Lister <Stuart.Lister@anglicarevic.org.au>
Subject: Message from KM_C308

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-2** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

ABN: 38 136 397 030

9 Florence St Burwood Vic 3125

T: 1300 728 979 F: 03 9888 8801

Quotation ☐ Contract ☒

Contract Date: 20/03/18

Sales Name: [REDACTED]

Customer Sales Agreement

Customer Details:	TITLE: <u>Mr</u>	FIRST NAME: [REDACTED]	LAST NAME: [REDACTED]
	INSTALLATION ADDRESS: [REDACTED]		
	SUBURB/LOCALITY: [REDACTED]		STATE: [REDACTED] POSTCODE: [REDACTED]
	HOME PH: [REDACTED]		MOBILE PH: [REDACTED]
	EMAIL: [REDACTED]		

Details:	Single <input checked="" type="checkbox"/>	Double Storey <input type="checkbox"/>	Other <input type="checkbox"/>
	Tile <input checked="" type="checkbox"/>	Tin <input type="checkbox"/>	Other <input type="checkbox"/>
	Flat <input type="checkbox"/>	Pitched <input checked="" type="checkbox"/>	Degree

Solar System Specifications

System Size: <u>2.5KW / 5.5KW</u>	Electricity Retailer: <u>Red</u>
Panel Size: <u>2.5KW</u>	Panel Model: <u>AIDOU</u>
Inverter Size: <u>2.5KW</u>	Inverter Model: <u>CT2000</u>
NMI No: <u>60054546308</u>	Meter No: <u>4350672</u>
Circuit: Fuse / Braker	Comments: Hot Water <input type="checkbox"/> Floor Heat <input type="checkbox"/>
Switchboard: Internal / External	Air Condition <input type="checkbox"/> CT Meter <input type="checkbox"/>

Importance Notice to The Consumer

You have a right to cancel this agreement within 10 business cooling days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

Bank Details for EFT	Total System Cost
WESTPAC NAME: SolarToday	(After Rebate): \$ <u>6050.00</u>
BSB: 033009 ACCOUNT: 401282	
MasterCard <input type="checkbox"/> Visa <input type="checkbox"/>	Initial Deposit: \$ <u>00.00</u>
Card No: / /	Balance on installation: \$ <u>6050.00</u>
Expiry: / /	Additional Comments:
Name:	
Signature:	

- ✓ When the Agreement is formed, the agreement exists between Applicant (Customer) and Solar Today once we receive the Security Amount or Upfront Payment and Applicant sign the order form. Signing of the order form, payment of the security Amount or Upfront Deposit Payment is evidence of your agreement to be bound by Agreement.
- ✓ Full payment is due on day of installation. If the agreement is cancelled within 10 business days cooling-off period, we will return to you the security amount or upfront deposit amount that you have paid, within 30 days of the cancellation of the agreement.

Name	Signature [REDACTED]
------	----------------------

WHITE COPY: SOLARTODAY

PINK COPY: CUSTOMER

YELLOW COPY: SALES

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-3** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Payment Plan Application Summary

Dear [REDACTED] & [REDACTED]

You have applied to Brighte for an Interest Free Payment Plan, please see a summary of your application information below. We will use this information to make a credit decision regarding your payment plan.

Please ensure this information is true and correct. If any of the information provided on this summary differs from what you have stated, or is not true, please contact Brighte immediately.

Names & Dependents

[REDACTED] & [REDACTED]	
Number of dependants:	0
Marital Status	Married

Household Details (Monthly)

Base net income	\$1,250.00
Other household net income	\$0.00
Home mortgage repayment:	\$0.00
Other loan commitments	\$0.00
Household credit card limit(s):	\$0.00
Household living costs:	\$825.00
Partners income who contributes to the household:	\$1,410.00

Employment Details

Are you employed more than 30 hours per week?	No
Are you a Self-Funded Retiree or Pensioner?	Yes
Are you self-employed?	No
Income type	Pensioner
Employer's name	Pensioner or Veteran
Employer's phone	
Suburb	
Hours worked	30 Weekly

I/we consented and agreed to the privacy statement

I/we agreed to terms and conditions of the interest free payment plan

PURCHASE DETAILS

PRODUCT

Solar Panel Package

TOTAL PURCHASE AMOUNT

\$6,050.00

DEPOSIT AMOUNT

\$0.00

FINANCED AMOUNT

\$6,050.00

FORTNIGHTLY REPAYMENTS

130

FORTNIGHTLY REPAYMENT AMOUNT:

\$47.12

PAYMENT PLAN

BrightePay Account Number: 15344
Date: 20/03/2018

CONGRATULATIONS

Thank you for applying for credit under your BrightePay account to fund the purchase of your recent purchase of Solar Panel Package from Solar Today. We are pleased to advise that your request for credit has been successful.

PAYMENT SCHEDULE

This Payment Schedule lists your repayment obligations under this Payment Plan. It should be read with your BrightePay Terms and Conditions. Please tell us if any of the details in this Payment Schedule are not correct.

Current Credit Limit (For one or more purchases)	\$6,050.00
Approved credit amount to be advanced to fund your purchase	\$6,050.00
This Payment Plan's repayment term	130 fortnights
Number and frequency of repayments:	130 fortnightly payments are due under this Payment Plan.
Date of First Repayment	The day after you confirm your purchase has been installed and delivered
Repayment amount (other than last repayment):	\$47.12
Final repayment amount	\$46.52
Fees	*Total fees are capped at \$200 in the first year of the Credit Contract and then at \$125 in each subsequent year
Establishment fee*	\$75
Payment processing fee*	\$2.99
Monthly account keeping fee*	\$3.50
Late payment fee*	\$4.99
In addition, we may charge the following fees or charges which are not subject to the fee cap.	
<ul style="list-style-type: none"> Reasonable enforcement costs if you Default under your Credit Contract Government fees or stamp duty 	

*Fees are subject to change, or new fees may be introduced. We will notify you by email at least 20 days before any fee change.

Next Steps: Once your purchase has been delivered/installed, we will deduct your first repayment.

If you have any queries or questions about this Payment Schedule or anything relating to your BrightePay account, please contact us as soon as possible.

Thank you for choosing Brighte.

Kind Regards,
Brighte Customer Care Team



Phone: 1300 BRIGHTE
Email: info@brighte.com.au
www.brighte.com.au
Level 6, 56 Pitt Street, Sydney, NSW 2000

BRIGHTEPAY TERMS & CONDITIONS

Brighte Capital Pty Ltd 609 165 906 provides a low cost, no interest, continuing credit product called 'BrightePay'. Subject to our approval, you can use your Available Credit to make one or more purchases of approved Goods and Services. You then repay us over time, under a BrightePay Payment Plan that sets out the amount of each repayment for the relevant purchase. As you repay us the money owed to us for a purchase under a Payment Plan, you increase the amount of your Available Credit for making future approved purchases.

Your BrightePay Credit Contract is comprised of these Terms and Conditions and the Payment Plan for each accepted Payment Plan. Each purchase you make using your Available Credit will be documented within the Payment Schedule of the applicable Payment Plan. **If you have questions, call Brighte on 1300 BRIGHTE (1300 27 444 83) or email customercare@brighte.com.au.**

IMPORTANT: Due to the low cost and customer obligation associated with this product, is it not subject to standard consumer credit protection under the National Consumer Credit Protection Act 2009. You will usually have protection under other consumer laws relating to our interaction with you and our funding of your purchase of approved Goods or Services.

TERMS AND CONDITIONS

1. YOUR CREDIT CONTRACT

1.1 Your Credit Contract is comprised of these Terms and Conditions and each Payment Plan that we issue to you from time to time.

1.2 You become bound by your Credit Contract with us once we have accepted your Application and your initial Finance Request. This may occur after you have paid a deposit to a Vendor.

1.3 When you become bound by the Credit Contract will open an account in your name. We will use the account to debit and credit amounts owing and paid by you under this Credit Contract.

2. YOUR CREDIT LIMIT

2.1 The amount of credit that we may agree to provide to you from time to time will be limited by your Credit Limit at the relevant time.

2.1 Your initial Credit Limit will be set out in the Payment Schedule of the first Payment Plan that we issue to you to confirm our acceptance of your request for credit under that Payment Plan. We may change the amount of your Credit Limit from time to time, in accordance with the procedures allowed for in your Credit Contract. Your changed Credit Limit, if any, may be set out in the later Payment Schedules we issue to you.

2.2 You must keep the outstanding balance of your account within the Credit Limit. In the event that an amount in excess of your Credit Limit is owed to us under this Credit Contract, you must immediately pay us the amount that is owed by you that is in excess of the Credit Limit. You must also separately perform your other payment obligations under your Credit Contract from time to time.

3. USING YOUR ACCOUNT

3.1 You may use your Available Credit to obtain advances of credit from us to finance your purchase of approved Goods and Services from Vendors.

3.2 When you wish to obtain an advance from us to facilitate a purchase of approved Goods or Services, you will need to complete and then submit a Finance Request to us.

3.3 If we accept your Finance Request for an advance under a Payment Plan, we will make an advance for the amount specified in the approved Payment Plan. The advance will be paid on your behalf to the Vendor named in the Payment Schedule of that Payment Plan. A copy of the payment plan will be provided to you. We will make the advance the subject of a Payment Plan at the time provided for in these Terms and Conditions, or (in our sole and absolute discretion) at the time we agree with the Vendor. Whenever we make a payment to a Vendor on your behalf under a Payment Plan, we will debit the amount of that advance to your account.

3.4 We may refuse to let you use your account, or your Available Credit, to obtain an advance under your Credit Contract where:

- (a) we have not received all of the information or documents we require about you;
- (b) the making of the advance would result in you exceeding the Credit Limit;
- (c) you are in Default under your Credit Contract;
- (d) your account is suspended or where we have cancelled or reduced your Credit Limit or your Available Credit in accordance with our rights under this Credit Contract;
- (e) in respect of a requested advance, you have not paid the minimum deposit amount required by the Vendor;
- (f) your Finance Request is not compliant with the permitted terms for a Finance Request that we have authorised with respect to the Vendor you are dealing with; or
- (g) there is any other reason to do so, as determined by us in our sole and absolute discretion.

In any of these situations, access to your Available Credit may be denied or withdrawn without prior notice to you.

3.5 Your account will be debited with, and you agree to pay us:

- (a) the amount of each advance we make at your request under a Payment Plan;
- (b) the fees and charges that are payable by you from time to time under your Credit Contract; and
- (c) any other amount owing to us by you under your Credit Contract.

3.6 You will be required to produce identification when requesting a Vendor to provide us with a Finance Request that you have authorised, or are signing, to request an advance of credit against your Available Credit.

3.7 Vendors may impose additional restrictions on your ability to request their assistance with the completion or submission of a signed or authorised Finance Request.

3.8 We will not be liable to you in any way for any refusal to advance credit to you under a requested Payment Plan or against your Available Credit and we will not be liable for any damage, cost, loss, or expense you may suffer as a consequence of (or in relation to) any refusal on our part to make an advance under a Finance Request that we have not accepted.

4. MAKING PAYMENTS

4.1 You must make all repayments described in an accepted Payment Plan we issue to you. Each payment must be made to us at the time stated or provided for in the Payment Schedule of the relevant accepted Payment Plan.

4.2 You must provide us with a valid Direct Debit Request (DDR) or an acceptable recurring payment authority. At all times during the term of this Credit Contract, you must ensure that we hold a valid DDR or recurring payment authority that authorises us to collect or recover from your nominated account all amounts that are due to us from you from time to time under your Credit Contract.

4.3 If your nominated account changes, you must provide us with:

- (a) a new and valid DDR for your new nominated account applicable to your new DDR; or
- (b) a new recurring payment authority applicable to the approved card that is linked to the new nominated account.

If your applicable payment card, account number or card number changes, you must provide us with a new and valid recurring payment authority where we do not hold a valid DDR from you.

4.4 We may debit your nominated account or applicable payment card, from time to time, with all amounts that become due and payable to us under your Credit Contract.

4.5 We may apply your payments to any amount you owe us and in any order we choose, including towards the payment of outstanding fees or charges before the repayment of scheduled repayment amounts under a Payment Plan.

4.6 All payments made to us, or received by us, in respect of principal, fees, or charges are not refundable for any reason. Unless the payments are subject to a dispute and our complaint management system makes a determination in your favour.

4.7 You must pay us in Australian currency, in Australia, and make payments in a form acceptable to us. We will give you credit for any payment you make from and including the day we receive the payment, or cleared payment (whichever is the later). Each payment that you make to us that is not made under a DDR or a recurring payment authority, must be accompanied by details of your account and the Payment Plan in respect of which the payment is made.

4.8 We may choose to allow a late payment of an amount that is due to us. A waiver by us in respect of the time for making a particular payment does not affect our rights under this Credit Contract to receive the payment or your obligations to make payment of any other amount on time.

4.9 Where you have repayments due under more than one Payment Plan, and where you have provided a different DDR or recurring payment authority to meet your obligations under one or more different Payment Plans, we may request payment under any of these DDRs and recurring payment authorities for any amount due and payable to us where:

- (a) you are in Default under this Credit Contract, including with regard to the payment of an amount that is due and payable to us; and

- (b) we have made two or more requests for payment using one of your payment authorities and those attempts have failed and we have not been able to contact you to arrange an alternative payment method.

In such circumstances, you also authorise us to combine one or more Payment Plans and deduct all repayments owing under the combined Payment Plans from the one nominated account or payment card.

5. USING OR INCREASING YOUR CREDIT LIMIT

5.1 Your Credit Contract operates as a continuing credit account. If you are approved to borrow up to an approved Credit Limit, you may request to use your Available Credit from time to time to make one or more purchases of Goods and/or Services from our approved Vendors. Each approved purchase and agreement by us to fund that purchase will result in a separate Payment Plan.

5.2 You are required to make scheduled repayments with respect to each Payment Plan. As you reduce the outstanding balance that you owe us under a Payment Plan, the amount of your Available Credit increases.

5.3 We retain full discretion in deciding whether to accept your request for us to advance funds against your Available Credit in respect of a proposed purchase and Payment Plan.

5.4 Despite sub-clause 5.3, we will seek to approve most reasonable requests for credit, for example, when your repayment history is good, all supporting documents are supplied, and our lending and risk criteria are satisfied.

5.5 If we approve funding for a new purchase of Goods and/or Services, we will issue a new Payment Schedule to you to document the new Payment Plan. The new Payment Plan will run concurrently with any other active Payment Plan.

6. YOUR WARRANTIES

6.1 You warrant to us that:

- (a) you are 18 years or over and a permanent resident of Australia;
- (b) you are currently employed full time or receiving an aged or veterans pension;
- (c) you are not an undischarged bankrupt and you have no reason to believe you may become Insolvent at the time of executing each request for finance under a Payment Plan;
- (d) where the Goods the subject of a Payment Plan are to become a fixture on real property, you are the owner of the property to which the Goods will be fitted, installed or applied;
- (e) where the Goods the subject of a Payment Plan are to become a fixture on real property, you have consent from any other property co-owner;
- (f) you will use the Goods as they are intended to be used by the manufacturer, and not in any way which could be dangerous or cause harm;
- (g) you have conducted your own due diligence on the Goods or Services and the suitability of the Goods or Services for your purpose;

- (h) you will not use the Goods in connection with any illegal activity;
- (i) you will make all payments due and payable under a Payment Plan even if you do not have control or possession of the Goods, or if the Goods are not installed or operational;
- (j) you will inform the Vendor promptly of any material problem or safety concern with the Goods the subject of a Payment Plan, and will promptly update us on the status of the resolution;
- (k) you will inform us promptly if your contact details or nominated account details change;
- (l) you will regularly check your communication methods for correspondence from us; and
- (m) you will notify us immediately if you become unable to meet your payment obligations under your Credit Contract.

7. SELLING THE GOODS OR PROPERTY

7.1 Where the Goods the subject of a Payment Plan are to become (or have become) a fixture on real property, even where you sell the Goods, or any property to which the Goods are attached, you will remain liable to continue to make all repayments that are or become payable under the Payment Plan. As a possible alternative, you can request us to agree to novate your obligations under the relevant Payment Plan to another borrower who we deem appropriate. We are, however, not under any obligation to agree to such a novation of your obligations under the relevant Payment Plan.

7.2 Subject to sub-clause 7.1, your obligations under your Credit Contract continue even when you:

- (a) sell the Goods;
- (b) move out of a property to which the Goods are attached; or
- (c) no longer have the benefit or possession of the Goods for another reason.

Your obligations cease when you have repaid all amounts owing under this Credit Contract and have requested us to close your account.

8. TERMINATION

8.1 We may cancel or reduce your Credit Limit and your Available Credit, or may refuse to pay for Goods the subject of a Payment Plan if:

- (a) your account has been fully repaid and has not been used for 24 months;
- (b) we become aware of any material fact that makes it commercially undesirable to continue to lend to you;
- (c) you have breached any material obligation under your Credit Contract, or
- (d) you are in Default.

8.2 You may terminate your Credit Contract at any time by paying out all amounts that you owe us and by requesting that we close your account.

9. DEFAULT

9.1 You are in Default under this Credit Contract if:

- (a) you do not meet your payment obligations under a Payment Plan or otherwise under the Credit Contract;
- (b) something you do or don't do under your Credit Contract, results in a material adverse effect on us;
- (c) you breach a warranty or any other provision of this Credit Contract;
- (d) you or a person acting on your behalf gives us or has given us materially incorrect or misleading information in connection with this Credit Contract, or we reasonably believe that you or another person has acted fraudulently or illegally in connection with this Credit Contract;
- (e) you become Insolvent or are declared bankrupt or steps are taken to make you so; or
- (f) you fail to correct a breach within 14 days after we give you notice to correct the breach.

9.2 If you are in Default, and subject to any applicable law, we may require payment in full of the outstanding balance of your account.

9.3 If you are in Default, we may do one or more of the following:

- (a) suspend your account and your Available Credit without notice;
- (b) call up, and require you to immediately repay all amounts owing under this Credit Contract;
- (c) give you notice to correct the breach within 14 days;
- (d) take any other action available to us at law.

9.4 If you are in Default, enforcement expenses may become payable under this Credit Contract. You must pay us all reasonable enforcement expenses incurred by us, or on our behalf, in enforcing our rights under the Credit Contract against you in order to recover amounts due and payable to us or arising from your Default. To the extent permitted by law, enforcement expenses may include those reasonably incurred by our staff, contractors and service providers. We may debit enforcement expenses to your account. Where enforcement expenses are debited to your account they will be due and payable to us from that time.

10. CHANGES TO OR UNDER THIS CREDIT CONTRACT

We may make reasonable changes to or under this Credit Contract at any time without your consent and in accordance with this clause 10.

10.1 Acting reasonably and subject to this clause 10, we may change the terms of your Credit Contract, including the amount of the Credit Limit, the installment amounts payable under a Payment Plan, the frequency or time for repayments, or the remaining credit term under a Payment Plan without your consent. Before any such change becomes effective, however, we will notify you of the change in writing no later than 20 days before the change takes effect or as otherwise required by law. We may give this notice in a manner permitted by this Credit Contract.

10.2 We will not change your Credit Contact to introduce an interest charge on the amount outstanding from time to time on your account. We may introduce one or more new fees or charges, provided that they are for a fixed amount and are not percentage based.

11. DISPUTE RESOLUTION

11.1 If you believe that we have not complied with this Credit Contract, or if you have a complaint, contact our Customer Service at 1300 BRIGHTe or email customercare@brighte.com.au. We will endeavor to respond to you as soon as possible.

11.2 If we are unable to resolve your complaint to your satisfaction, we will provide you with a written response explaining the reason for our decision.

12. LIMITED LIABILITY

12.1 You acknowledge that we have not endorsed any Goods or Services sold to you by a Vendor. We do not warrant or endorse any Vendor and, subject to any applicable laws that provide otherwise, we are not liable for any representation made by the Vendor about any Goods or Services that are supplied to you, or that are financed under your Credit Contract.

12.2 If we are deemed a 'linked credit provider' of a supplier under a consumer law, you may have certain rights against us. Subject to those rights, and any other applicable law, we are not responsible or liable for:

- (a) any claims made by a supplier, a Vendor which you may have relied on;
- (b) the performance of the financed Goods or Services, or any installation, servicing, or ongoing maintenance of the Goods;
- (c) any loss, harm, or damage resulting from using the Goods or Services, or from the installation or servicing of the Goods; or
- (d) if a supplier or other person refuses to accept or honour BrightePay as a method of payment.

13. FEES AND CHARGES

Without limiting your obligations under any other provision of this agreement, you must pay us:

- (a) all fees and charges noted on your Payment Schedule; and
- (b) any government stamp duty or other government duties.

14. GENERAL MATTERS

14.1 If you authorise a third party to deal with us in relation to any question you may have regarding your account with us, we will only deal with that third person where we are satisfied, in our sole and absolute discretion, that you have sufficiently authorised that person to so deal with us on your behalf. You acknowledge that where we reasonably form the opinion that the relevant person has your authority to deal with us, we are authorised to deal with that person as your representative.

14.2 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later at our discretion.

14.3 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy other than if we are negligent.

14.4 We may assign, novate, or transfer our rights and / or obligations under this Credit Contract without your consent.

14.5 You cannot assign your account or your rights under this Credit Contract without our consent.

14.6 Notices from us may be electronic or on paper, and can be sent to your last address known to us. Communications from you must be identifiable as having been sent by you and be written in email, written on paper and posted, or (where we agree) oral (including when communicated by phone).

14.7 You must notify us as soon as possible if you change your name, postal address, email address or contact telephone number. We may give you any notice or other document by sending it to your last postal or email address appearing in our records, or by any other means that is not prohibited by law.

14.8 Subject to the terms of this Credit Contract, a provision of this Credit Contract, or a right created under it, may not be waived by us except in writing signed by us.

14.9 We may agree to vary your Credit Contract or defer or waive any of these Terms and Conditions without creating a new Contract.

14.10 Subject to any statutory right of set-off that you may have and which we cannot exclude by agreement, you must make all payments in full and without applying any set-off of any kind.

14.11 It is your sole responsibility to arrange for the supply and provision of any supporting services required from any utility or other service providers, including for connection to the utilities and services provided by the utilities or service provider, for any Goods installed or supplied to a property where the Goods require additional services for you to receive the benefit of the Goods. An example of a subsequent utility includes arranging for connectivity to the grid and your property via your electricity provider. Such utilities do not form part of this Contract, and do not affect your obligation to repay or the commencement of your repayment obligations under a Payment Plan.

14.12 New South Wales laws govern and apply to this Credit Contracts.

15. MEANING OF WORDS

account means any account we open in your name for the purposes of this Credit Contract.

advance includes our payment made to a Vendor in response to your request for finance under an accepted Payment Plan.

Application means your application to us for the provision of credit under a BrightePay Credit Contract.

Available Credit means the amount of unused credit at the relevant time being the Credit Limit less the balance of your account at that time.

balance means the difference between all amounts debited and all amounts credited to your account.

Consumer law includes the Australian Securities and Investments Commission Act 2001 and the Competition and Consumer Act 2010.

Credit Limit is the total amount of credit that, at the relevant time, BrightePay has approved you to borrow under this Credit Contract.

business day means a day other than a Saturday or Sunday or a public holiday in New South Wales.

Credit Contract means the contract comprising these Terms and Conditions and each of the Payment Plans accepted by us under your credit contract with us.

delivered – any reference to 'delivered' with respect to any Goods that must first be installed before you can use the Good means delivered by the Vendor or its agent irrespective of when the Good is installed or connected.

Default has the meaning set out in clause 9.

Finance Request means a request for finance submitted to us by you in accordance with this agreement and requesting finance from us in order to fund the completion of a purchase by you from a Vendor.

Goods, Services, or Goods and Services means the goods and/or any services purchased by you from a Vendor in circumstances where we have agreed with you or the Vendor to finance your purchase of such goods or services.

Insolvent means being an insolvent under administration or insolvent or having a controller appointed (such as defined in the Corporations Act) such as being bankrupt, in receivership, in receivership and management, in liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

Vendor means a merchant or other vendor that is, at the relevant time, approved by us as a supplier of Goods or Services in respect of which we have agreed to provide finance to suitable customers of that merchant or other vendor.

nominated account means:

- (a) your nominated bank account that is the subject of a direct debit authority; or
 - (b) your approved card account with a financial institution that is the to be debited under the recurring payment authority,
- you provide to us to facilitate your payments to us under this Credit Contract.

payment card means a credit or debit card that we are authorised to debit under an approved credit authority you provide to us.

Payment Plan means an agreement between us that is subject to these Terms and Conditions and otherwise documented in a Payment Schedule we issue to you following our acceptance of your request for an advance under a Payment Plan in order to purchase Goods and/or Services from a Vendor.

Payment Schedule means that part of a Payment Plan document that set out, amongst other things, the payments that you are to make to us in respect of an advance made by us under that Payment Plan.

Terms and Conditions means this document.

We, our and *us* means Brighte Capital Pty Ltd 609 165 906 and its successors and assigns

You and *your* means the customer listed on the Payment Schedule. If there is more than one of you, each of you is liable for all obligations under the Contract individually and jointly.

You includes your successors and assigns.



Phone: 1300274 4483

Email: info@brighte.com.au

www.brighte.com.au

Level 6, 56 Pitt Street, Sydney, NSW 2000

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-4** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal line.



ABN: 38 136 397 030
9 Florence St Burwood Vic 3125
T: 1300 728 979 F: 03 9888 8801

1105098961606

Quotation ☐ Contract ☐

Contract Date: 08/09/16
Sales Name: _____

Customer Sales Agreement

Customer Details:	TITLE: <u>MR</u>	FIRST NAME: [REDACTED]	LAST NAME: [REDACTED]
	INSTALLATION ADDRESS: [REDACTED]		
	SUBURB/LOCALITY: [REDACTED]	STATE: [REDACTED]	POSTCODE: [REDACTED]
	HOME PH: [REDACTED]	MOBILE PH: [REDACTED]	
	EMAIL: [REDACTED]		

Details:	Single <input checked="" type="checkbox"/>	Double Storey <input type="checkbox"/>	Other <input type="checkbox"/>
	Tile <input checked="" type="checkbox"/>	Tin <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
	Flat <input type="checkbox"/>	Pitched <input checked="" type="checkbox"/>	Degree
	<u>\$3000 less</u> <u>IF 4 people</u>		

Solar System Specifications

System Size: <u>1.5KWH / 6 Panels</u>	Electricity Retailer: <u>Feed</u>
Panel Size: <u>270WH</u>	Panel Model: <u>AT100</u>
Inverter Size: <u>2KWH</u>	Inverter Model: _____
NMI No: <u>65054546508</u>	Meter No: _____
Circuit: Fuse / Breaker	Comments: Hot Water <input type="checkbox"/> Floor Heat <input type="checkbox"/>
Switchboard: Internal / External	Air Condition <input type="checkbox"/> CT Meter <input type="checkbox"/>

Importance Notice to The Consumer

You have a right to cancel this agreement within 10 business cooling days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

Bank Details for EFT	Total System Cost
WESTPAC NAME: SolarToday	(After Rebate): \$ <u>3500.00</u>
BSB: 033009 ACCOUNT: 401282	
MasterCard <input type="checkbox"/> Visa <input type="checkbox"/>	Initial Deposit: \$ <u>200.00</u>
Card No: _____	Balance on installation: \$ <u>3300.00</u>
Expiry: ____/____/____	Additional Comments: _____
Name: _____	
Signature: _____	

- ✓ When the Agreement is formed, the agreement exists between Applicant (Customer) and Solar Today once we receive the Security Amount or Upfront Payment and Applicant sign the order form. Signing of the order form, payment of the security Amount or Upfront Deposit Payment is evidence of your agreement to be bound by Agreement.
- ✓ Full payment is due on day of installation. If the agreement is cancelled within 10 business days cooling-off period, we will return to you the security amount or upfront deposit amount that you have paid, within 30 days of the cancellation of the agreement.

Name	Signature <u>[REDACTED]</u>
------	-----------------------------

WHITE COPY: SOLARTODAY

PINK COPY: CUSTOMER

YELLOW COPY: SALES

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-5** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

BN: 38 136 397 030
 Florence St Burwood Vic 3125
 T: 1300 728 979 F: 03 9888 8801

Quotation ☐ Contract ☒

Contract Date: 21/05/18
 Sales Name: _____

Customer Sales Agreement

Customer
 Details:

TITLE: MRS FIRST NAME: [REDACTED] LAST NAME: [REDACTED]
 INSTALLATION ADDRESS: [REDACTED]
 SUBURB/LOCALITY: [REDACTED] STATE: [REDACTED] POSTCODE: [REDACTED]
 HOME PH: [REDACTED] MOBILE PH: [REDACTED]
 EMAIL: [REDACTED]

Details:

Single ☒ Double Storey ☐ Other ☐
 Tile ☐ Tin ☒ Other ☐
 Flat ☐ Pitched ☒ Degree _____

*\$300.00
 PFAIR 2nd hand
 which*

Solar System Specifications

System Size: <u>1.5KW/16 Panels</u>	Electricity Retailer: <u>-</u>
Panel Size: <u>270WH</u>	Panel Model: <u>PRADUO</u>
Inverter Size: <u>-</u>	Inverter Model: <u>-</u>
NMI No: <u>63054546308</u>	Meter No: _____
Circuit: <u>Fuse / Breaker</u>	Comments: Hot Water <input type="checkbox"/> Floor Heat <input type="checkbox"/>
Switchboard: <u>Internal / External</u>	Air Condition <input type="checkbox"/> CT Meter <input type="checkbox"/>

Importance Notice to The Consumer

You have a right to cancel this agreement within 10 business cooling days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

Bank Details for EFT WESTPAC NAME: SolarToday BSB: 033009 ACCOUNT: 401282	Total System Cost (After Rebate): \$ <u>5050.00</u>
MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Card No: _____ Expiry: _____ Name: _____ Signature: _____	Initial Deposit: \$ <u>500.00</u> Balance on installation: \$ <u>4550.00</u> Additional Comments: <u>Waiting for new Payment Plan \$6,050 - \$4,550</u> <u>\$10,500 = 80.76 F/N</u>

- ✓ When the Agreement is formed, the agreement exists between Applicant (Customer) and Solar Today once we receive the Security Amount or Upfront Payment and Applicant sign the order form. Signing of the order form, payment of the security Amount or Upfront Deposit Payment is evidence of your agreement to be bound by Agreement.
- ✓ Full payment is due on day of installation. If the agreement is cancelled within 10 business days cooling-off period, we will return to you the security amount or upfront deposit amount that you have paid, within 30 days of the cancellation of the agreement.

Name _____

Signature _____

WHITE COPY: SOLARTODAY

PINK COPY: CUSTOMER

YELLOW COPY: SALES

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-6** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Payment Plan Application Summary

Dear [REDACTED] & [REDACTED]

You have applied to Brighte for an Interest Free Payment Plan, please see a summary of your application information below. We will use this information to make a credit decision regarding your payment plan.

Please ensure this information is true and correct. If any of the information provided on this summary differs from what you have stated, or is not true, please contact Brighte immediately.

Names & Dependents

[REDACTED] & [REDACTED]	
Number of dependants:	0
Marital Status:	Married

Household Details (Monthly)

Base net income:	\$1,250.00
Other household net income:	\$0.00
Home mortgage repayment:	\$0.00
Other loan commitments:	\$0.00
Current Brighte loan commitments:	\$0.00
Household credit card limit(s):	\$0.00
Household living costs:	\$825.00
Partners income who contributes to the household:	\$1,410.00

Employment Details

Are you employed more than 30 hours per week?	No
Are you a Self-Funded Retiree or Pensioner?	Yes
Are you self-employed?	No
Income type	Pensioner
Employer's name	Pensioner or Veteran
Employer's phone	
Suburb	
Hours worked	30 Weekly

I/we consented and agreed to the privacy statement
I/we agreed to terms and conditions of the interest free payment plan

PURCHASE DETAILS

PRODUCT

Solar Panel Package

TOTAL PURCHASE AMOUNT

\$10,600.00

DEPOSIT AMOUNT

\$0.00

FINANCED AMOUNT

\$10,675.00

Includes \$75.00 establishment fee

NUMBER OF FORTNIGHTLY REPAYMENTS

130

FORTNIGHTLY REPAYMENT AMOUNT

\$85.11

Includes \$2.99 Payment Processing Fee

MONTHLY ACCOUNT FEE

\$3.50

Charged to and debited from your account on the 15th of each month

PAYMENT PLAN

BrightePay Account Number: 15344
Date: 21/05/2018

CONGRATULATIONS

Thank you for applying for credit under your BrightePay account to fund the purchase of your recent purchase of Solar Panel Package from Solar Today. We are pleased to advise that your request for credit has been successful.

PAYMENT SCHEDULE

This Payment Schedule lists your repayment obligations under this Payment Plan. It should be read with your BrightePay Terms and Conditions. Please tell us if any of the details in this Payment Schedule are not correct.

Current Credit Limit (For one or more purchases)	\$10,600.00
Approved credit amount to be advanced to fund your purchase	\$10,600.00
This Payment Plan's repayment term	130 fortnights
Number and frequency of repayments:	130 fortnightly payments are due under this Payment Plan.
Date of First Repayment	The day after the Vendor advises us that your purchase has been delivered, or delivered and Installed, or provided (in the case of Services), as applicable to your purchase from that Vendor
Repayment amount (other than last repayment):	\$85.11
Final repayment amount	\$84.51
Fees	*Total fees are capped at \$200 in the first year of the Credit Contract and then at \$125 in each subsequent year
Establishment fee*	\$75.00
Payment processing fee*	\$2.99
Monthly account keeping fee*	\$3.50
Late payment fee*	\$4.99
In addition, we may charge the following fees or charges which are not subject to the fee cap.	
<ul style="list-style-type: none"> Reasonable enforcement costs if you Default under your Credit Contract Government fees or stamp duty 	

*Fees are subject to change, or new fees may be introduced. We will notify you by email at least 20 days before any fee change.

Next Steps: The day after we are advised (as applicable) that your purchase has been delivered, or delivered and Installed, or provided (in the case of a Service), we will deduct your first repayment.

If you have any queries or questions about this Payment Schedule or anything relating to your BrightePay account, please contact us as soon as possible.

Thank you for choosing Brighte.

Kind Regards,
Brighte Customer Care Team



Phone: 1300 BRIGHTE
Email: info@brighte.com.au
www.brighte.com.au
Level 6, 56 Pitt Street, Sydney, NSW 2000

BRIGHTEPAY TERMS & CONDITIONS

Brighte Capital Pty Ltd 609 165 906 provides a low cost, no interest, continuing credit product called 'BrightePay'. Subject to our approval, you can use your Available Credit to make one or more purchases of approved Goods and Services. You then repay us over time, under a BrightePay Payment Plan that sets out the amount of each repayment for the relevant purchase. As you repay us the money owed to us for a purchase under a Payment Plan, you increase the amount of your Available Credit for making future approved purchases.

Your BrightePay Credit Contract is comprised of these Terms and Conditions and the Payment Plan for each accepted Payment Plan. Each purchase you make using your Available Credit will be documented within the Payment Schedule of the applicable Payment Plan. **If you have questions, call Brighte on 1300 BRIGHTE (1300 27 444 83) or email customercare@brighte.com.au.**

IMPORTANT: Due to the low cost and customer obligation associated with this product, it is not subject to standard consumer credit protection under the National Consumer Credit Protection Act 2009. You will usually have protection under other consumer laws relating to our interaction with you and our funding of your purchase of approved Goods or Services.

TERMS AND CONDITIONS

1. YOUR CREDIT CONTRACT

1.1 Your Credit Contract is comprised of these Terms and Conditions and each Payment Plan that we issue to you from time to time.

1.2 You become bound by your Credit Contract with us once we have accepted your Application and your initial Finance Request. This may occur after you have paid a deposit to a Vendor.

1.3 When you become bound by the Credit Contract will open an account in your name. We will use the account to debit and credit amounts owing and paid by you under this Credit Contract.

2. YOUR CREDIT LIMIT

2.1 The amount of credit that we may agree to provide to you from time to time will be limited by your Credit Limit at the relevant time.

2.1 Your initial Credit Limit will be set out in the Payment Schedule of the first Payment Plan that we issue to you to confirm our acceptance of your request for credit under that Payment Plan. We may change the amount of your Credit Limit from time to time, in accordance with the procedures allowed for in your Credit Contract. Your changed Credit Limit, if any, may be set out in the later Payment Schedules we issue to you.

2.2 You must keep the outstanding balance of your account within the Credit Limit. In the event that an amount in excess of your Credit Limit is owed to us under this Credit Contract, you must immediately pay us the amount that is owed by you that is in excess of the Credit Limit. You must also separately perform your other payment obligations under your Credit Contract from time to time.

3. USING YOUR ACCOUNT

3.1 You may use your Available Credit to obtain advances of credit from us to finance your purchase of approved Goods and Services from Vendors.

3.2 When you wish to obtain an advance from us to facilitate a purchase of approved Goods or Services, you will need to complete and then submit a Finance Request to us.

3.3 If we accept your Finance Request for an advance under a Payment Plan, we will make an advance for the amount specified in the approved Payment Plan. The advance will be paid on your behalf to the Vendor named in the Payment Schedule of that Payment Plan. A copy of the payment plan will be provided to you. We will make the advance the subject of a Payment Plan at the time provided for in these Terms and Conditions, or (in our sole and absolute discretion) at the time we agree with the Vendor. Whenever we make a payment to a Vendor on your behalf under a Payment Plan, we will debit the amount of that advance to your account.

3.4 We may refuse to let you use your account, or your Available Credit, to obtain an advance under your Credit Contract where:

- (a) we have not received all of the information or documents we require about you;
- (b) the making of the advance would result in you exceeding the Credit Limit;
- (c) you are in Default under your Credit Contract;
- (d) your account is suspended or where we have cancelled or reduced your Credit Limit or your Available Credit in accordance with our rights under this Credit Contract;
- (e) in respect of a requested advance, you have not paid the minimum deposit amount required by the Vendor;
- (f) your Finance Request is not compliant with the permitted terms for a Finance Request that we have authorised with respect to the Vendor you are dealing with; or
- (g) there is any other reason to do so, as determined by us in our sole and absolute discretion.

In any of these situations, access to your Available Credit may be denied or withdrawn without prior notice to you.

3.5 Your account will be debited with, and you agree to pay us:

- (a) the amount of each advance we make at your request under a Payment Plan;
- (b) the fees and charges that are payable by you from time to time under your Credit Contract; and
- (c) any other amount owing to us by you under your Credit Contract.

3.6 You will be required to produce identification when requesting a Vendor to provide us with a Finance Request that you have authorised, or are signing, to request an advance of credit against your Available Credit.

3.7 Vendors may impose additional restrictions on your ability to request their assistance with the completion or submission of a signed or authorised Finance Request.

3.8 We will not be liable to you in any way for any refusal to advance credit to you under a requested Payment Plan or against your Available Credit and we will not be liable for any damage, cost, loss, or expense you may suffer as a consequence of (or in relation to) any refusal on our part to make an advance under a Finance Request that we have not accepted.

4. MAKING PAYMENTS

4.1 You must make all repayments described in an accepted Payment Plan we issue to you. Each payment must be made to us at the time stated or provided for in the Payment Schedule of the relevant accepted Payment Plan.

4.2 You must provide us with a valid Direct Debit Request (DDR) or an acceptable recurring payment authority. At all times during the term of this Credit Contract, you must ensure that we hold a valid DDR or recurring payment authority that authorises us to collect or recover from your nominated account all amounts that are due to us from you from time to time under your Credit Contract.

4.3 If your nominated account changes, you must provide us with:

- (a) a new and valid DDR for your new nominated account applicable to your new DDR; or
- (b) a new recurring payment authority applicable to the approved card that is linked to the new nominated account.

If your applicable payment card, account number or card number changes, you must provide us with a new and valid recurring payment authority where we do not hold a valid DDR from you.

4.4 We may debit your nominated account or applicable payment card, from time to time, with all amounts that become due and payable to us under your Credit Contract.

4.5 We may apply your payments to any amount you owe us and in any order we choose, including towards the payment of outstanding fees or charges before the repayment of scheduled repayment amounts under a Payment Plan.

4.6 All payments made to us, or received by us, in respect of principal, fees, or charges are not refundable for any reason. Unless the payments are subject to a dispute and our complaint management system makes a determination in your favour.

4.7 You must pay us in Australian currency, in Australia, and make payments in a form acceptable to us. We will give you credit for any payment you make from and including the day we receive the payment, or cleared payment (whichever is the later). Each payment that you make to us that is not made under a DDR or a recurring payment authority, must be accompanied by details of your account and the Payment Plan in respect of which the payment is made.

4.8 We may choose to allow a late payment of an amount that is due to us. A waiver by us in respect of the time for making a particular payment does not affect our rights under this Credit Contract to receive the payment or your obligations to make payment of any other amount on time.

4.9 Where you have repayments due under more than one Payment Plan, and where you have provided a different DDR or recurring payment authority to meet your obligations under one or more different Payment Plans, we may request payment under any of these DDRs and recurring payment authorities for any amount due and payable to us where:

- (a) you are in Default under this Credit Contract, including with regard to the payment of an amount that is due and payable to us; and

- (b) we have made two or more requests for payment using one of your payment authorities and those attempts have failed and we have not been able to contact you to arrange an alternative payment method.

In such circumstances, you also authorise us to combine one or more Payment Plans and deduct all repayments owing under the combined Payment Plans from the one nominated account or payment card.

5. USING OR INCREASING YOUR CREDIT LIMIT

5.1 Your Credit Contract operates as a continuing credit account. If you are approved to borrow up to an approved Credit Limit, you may request to use your Available Credit from time to time to make one or more purchases of Goods and/or Services from our approved Vendors. Each approved purchase and agreement by us to fund that purchase will result in a separate Payment Plan.

5.2 You are required to make scheduled repayments with respect to each Payment Plan. As you reduce the outstanding balance that you owe us under a Payment Plan, the amount of your Available Credit increases.

5.3 We retain full discretion in deciding whether to accept your request for us to advance funds against your Available Credit in respect of a proposed purchase and Payment Plan.

5.4 Despite sub-clause 5.3, we will seek to approve most reasonable requests for credit, for example, when your repayment history is good, all supporting documents are supplied, and our lending and risk criteria are satisfied.

5.5 If we approve funding for a new purchase of Goods and/or Services, we will issue a new Payment Schedule to you to document the new Payment Plan. The new Payment Plan will run concurrently with any other active Payment Plan.

6. YOUR WARRANTIES

6.1 You warrant to us that:

- (a) you are 18 years or over and a permanent resident of Australia;
- (b) you are currently employed full time or receiving an aged or veterans pension;
- (c) you are not an undischarged bankrupt and you have no reason to believe you may become Insolvent at the time of executing each request for finance under a Payment Plan;
- (d) where the Goods the subject of a Payment Plan are to become a fixture on real property, you are the owner of the property to which the Goods will be fitted, installed or applied;
- (e) where the Goods the subject of a Payment Plan are to become a fixture on real property, you have consent from any other property co-owner;
- (f) you will use the Goods as they are intended to be used by the manufacturer, and not in any way which could be dangerous or cause harm;
- (g) you have conducted your own due diligence on the Goods or Services and the suitability of the Goods or Services for your purpose;

- (h) you will not use the Goods in connection with any illegal activity;
- (i) you will make all payments due and payable under a Payment Plan even if you do not have control or possession of the Goods, or if the Goods are not installed or Installed and operational;
- (j) you will inform the Vendor promptly of any material problem or safety concern with the Goods the subject of a Payment Plan, and will promptly update us on the status of the resolution;
- (k) you will inform us promptly if your contact details or nominated account details change;
- (l) you will regularly check your communication methods for correspondence from us; and
- (m) you will notify us immediately if you become unable to meet your payment obligations under your Credit Contract.

7. SELLING THE GOODS OR PROPERTY

7.1 Where the Goods the subject of a Payment Plan are to become (or have become) a fixture on real property, even where you sell the Goods, or any property to which the Goods are attached, you will remain liable to continue to make all repayments that are or become payable under the Payment Plan. As a possible alternative, you can request us to agree to novate your obligations under the relevant Payment Plan to another borrower who we deem appropriate. We are, however, not under any obligation to agree to such a novation of your obligations under the relevant Payment Plan.

7.2 Subject to sub-clause 7.1, your obligations under your Credit Contract continue even when you:

- (a) sell the Goods;
- (b) move out of a property to which the Goods are attached; or
- (c) no longer have the benefit or possession of the Goods for another reason.

Your obligations cease when you have repaid all amounts owing under this Credit Contract and have requested us to close your account.

8. TERMINATION

8.1 We may cancel or reduce your Credit Limit and your Available Credit, or may refuse to pay for Goods the subject of a Payment Plan if:

- (a) your account has been fully repaid and has not been used for 24 months;
- (b) we become aware of any material fact that makes it commercially undesirable to continue to lend to you;
- (c) you have breached any material obligation under your Credit Contract, or
- (d) you are in Default.

8.2 You may terminate your Credit Contract at any time by paying out all amounts that you owe us and by requesting that we close your account.

9. DEFAULT

9.1 You are in Default under this Credit Contract if:

- (a) you do not meet your payment obligations under a Payment Plan or otherwise under the Credit Contract;
- (b) something you do or don't do under your Credit Contract, results in a material adverse effect on us;
- (c) you breach a warranty or any other provision of this Credit Contract;
- (d) you or a person acting on your behalf gives us or has given us materially incorrect or misleading information in connection with this Credit Contract, or we reasonably believe that you or another person has acted fraudulently or illegally in connection with this Credit Contract;
- (e) you become Insolvent or are declared bankrupt or steps are taken to make you so; or
- (f) you fail to correct a breach within 14 days after we give you notice to correct the breach.

9.2 If you are in Default, and subject to any applicable law, we may require payment in full of the outstanding balance of your account.

9.3 If you are in Default, we may do one or more of the following:

- (a) suspend your account and your Available Credit without notice;
- (b) call up, and require you to immediately repay all amounts owing under this Credit Contract;
- (c) give you notice to correct the breach within 14 days;
- (d) take any other action available to us at law.

9.4 If you are in Default, enforcement expenses may become payable under this Credit Contract. You must pay us all reasonable enforcement expenses incurred by us, or on our behalf, in enforcing our rights under the Credit Contract against you in order to recover amounts due and payable to us or arising from your Default. To the extent permitted by law, enforcement expenses may include those reasonably incurred by our staff, contractors and service providers. We may debit enforcement expenses to your account. Where enforcement expenses are debited to your account they will be due and payable to us from that time.

10. CHANGES TO OR UNDER THIS CREDIT CONTRACT

We may make reasonable changes to or under this Credit Contract at any time without your consent and in accordance with this clause 10.

10.1 Acting reasonably and subject to this clause 10, we may change the terms of your Credit Contract, including the amount of the Credit Limit, the installment amounts payable under a Payment Plan, the frequency or time for repayments, or the remaining credit term under a Payment Plan without your consent. Before any such change becomes effective, however, we will notify you of the change in writing no later than 20 days before the change takes effect or as otherwise required by law. We may give this notice in a manner permitted by this Credit Contract.

10.2 We will not change your Credit Contract to introduce an interest charge on the amount outstanding from time to time on your account. We may introduce one or more new fees or charges, provided that they are for a fixed amount and are not percentage based.

11. DISPUTE RESOLUTION

11.1 If you believe that we have not complied with this Credit Contract, or if you have a complaint, contact our Customer Service at 1300 BRIGHTE or email customercare@brighte.com.au. We will endeavor to respond to you as soon as possible.

11.2 If we are unable to resolve your complaint to your satisfaction, we will provide you with a written response explaining the reason for our decision.

12. LIMITED LIABILITY

12.1 You acknowledge that we have not endorsed any Goods or Services sold to you by a Vendor. We do not warrant or endorse any Vendor and, subject to any applicable laws that provide otherwise, we are not liable for any representation made by the Vendor about any Goods or Services that are supplied to you, or that are financed under your Credit Contract.

12.2 If we are deemed a 'linked credit provider' of a supplier under a consumer law, you may have certain rights against us. Subject to those rights, and any other applicable law, we are not responsible or liable for:

- (a) any claims made by a supplier, a Vendor which you may have relied on;
- (b) the performance of the financed Goods or Services, or any installation, servicing, or ongoing maintenance of the Goods;
- (c) any loss, harm, or damage resulting from using the Goods or Services, or from the installation or servicing of the Goods; or
- (d) if a supplier or other person refuses to accept or honour BrightePay as a method of payment.

13. FEES AND CHARGES

Without limiting your obligations under any other provision of this agreement, you must pay us:

- (a) all fees and charges noted on your Payment Schedule; and
- (b) any government stamp duty or other government duties.

14. GENERAL MATTERS

14.1 If you authorise a third party to deal with us in relation to any question you may have regarding your account with us, we will only deal with that third person where we are satisfied, in our sole and absolute discretion, that you have sufficiently authorised that person to so deal with us on your behalf. You acknowledge that where we reasonably form the opinion that the relevant person has your authority to deal with us, we are authorised to deal with that person as your representative.

14.2 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later at our discretion.

14.3 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy other than if we are negligent.

14.4 We may assign, novate, or transfer our rights and / or obligations under this Credit Contract without your consent.

14.5 You cannot assign your account or your rights under this Credit Contract without our consent.

14.6 Notices from us may be electronic or on paper, and can be sent to your last address known to us. Communications from you must be identifiable as having been sent by you and be written in email, written on paper and posted, or (where we agree) oral (including when communicated by phone).

14.7 You must notify us as soon as possible if you change your name, postal address, email address or contact telephone number. We may give you any notice or other document by sending it to your last postal or email address appearing in our records, or by any other means that is not prohibited by law.

14.8 Subject to the terms of this Credit Contract, a provision of this Credit Contract, or a right created under it, may not be waived by us except in writing signed by us.

14.9 We may agree to vary your Credit Contract or defer or waive any of these Terms and Conditions without creating a new Contract.

14.10 Subject to any statutory right of set-off that you may have and which we cannot exclude by agreement, you must make all payments in full and without applying any set-off of any kind.

14.11 It is your sole responsibility to arrange for the supply and provision of any supporting services required from any utility or other service providers, including for connection to the utilities and services provided by the utilities or service provider, for any Goods installed or supplied to a property where the Goods require additional services for you to receive the benefit of the Goods. An example of a subsequent utility includes arranging for connectivity to the grid and your property via your electricity provider. Such utilities do not form part of this Contract, and do not affect your obligation to repay or the commencement of your repayment obligations under a Payment Plan.

14.12 New South Wales laws govern and apply to this Credit Contracts.

15. MEANING OF WORDS

account means any account we open in your name for the purposes of this Credit Contract.

advance includes our payment made to a Vendor in response to your request for finance under an accepted Payment Plan.

Application means your application to us for the provision of credit under a BrightePay Credit Contract.

Available Credit means the amount of unused credit at the relevant time being the Credit Limit less the balance of your account at that time.

balance means the difference between all amounts debited and all amounts credited to your account.

Consumer law includes the Australian Securities and Investments Commission Act 2001 and the Competition and Consumer Act 2010.

Credit Limit is the total amount of credit that, at the relevant time, BrightePay has approved you to borrow under this Credit Contract.

business day means a day other than a Saturday or Sunday or a public holiday in New South Wales.

Credit Contract means the contract comprising these Terms and Conditions and each of the Payment Plans accepted by us under your credit contract with us.

delivered – any reference to 'delivered' with respect to any Goods that must first be installed before you can use the Good means delivered by the Vendor or its agent irrespective of when the Good is installed or connected.

Default has the meaning set out in clause 9.

Finance Request means a request for finance submitted to us by you in accordance with this agreement and requesting finance from us in order to fund the completion of a purchase by you from a Vendor.

Goods, Services, or Goods and Services means the goods and/or any services purchased by you from a Vendor in circumstances where we have agreed with you or the Vendor to finance your purchase of such goods or services.

Insolvent means being an insolvent under administration or insolvent or having a controller appointed (such as defined in the Corporations Act) such as being bankrupt, in receivership, in receivership and management, in liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

Installed, in respect of Goods, means a circumstance where Goods purchased from the relevant Vendor and the subject of a Payment Plan have been delivered and installed by or on behalf of the Vendor, but does not require that the Goods have been connected to the electricity grid or to any other power supply, utilities or service provider.

Vendor means a merchant or other vendor that is, at the relevant time, approved by us as a supplier of Goods or Services in respect of which we have agreed to provide finance to suitable customers of that merchant or other vendor.

nominated account means:

- (a) your nominated bank account that is the subject of a direct debit authority; or
- (b) your approved card account with a financial institution that is the to be debited under the recurring payment authority,

you provide to us to facilitate your payments to us under this Credit Contract.

payment card means a credit or debit card that we are authorised to debit under an approved credit authority you provide to us.

Payment Plan means an agreement between us that is subject to these Terms and Conditions and otherwise documented in a Payment Schedule we issue to you following our acceptance of your request for an advance under a Payment Plan in order to purchase Goods and/or Services from a Vendor.

Payment Schedule means that part of a Payment Plan document that set out, amongst other things, the payments that you are to make to us in respect of an advance made by us under that Payment Plan.

Terms and Conditions means this document.

We, our and *us* means Brighte Capital Pty Ltd 609 165 906 and its successors and assigns

You and *your* means the customer listed on the Payment Schedule. If there is more than one of you, each of you is liable for all obligations under the Contract individually and jointly.

You includes your successors and assigns.



Phone: 1300 BRIGHTE
Email: info@brighte.com.au
www.brighte.com.au
Level 6, 56 Pitt Street, Sydney, NSW 2000

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-7** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.



Current details for ABN 38 136 397 030

ABN details

Entity name:	General Green Pty Ltd
ABN status:	Active from 12 May 2009
Entity type:	Australian Private Company
Goods & Services Tax (GST):	Registered from 12 May 2009
Main business location:	VIC 3133

Business name(s)

Business name	From
SOLAR TODAY	23 Mar 2010

Trading name(s)

From 1 November 2023, ABN Lookup will not display trading names and will only display registered business names. For more information, click [help](#)

Trading name	From
SOLAR TODAY	05 Jul 2010

ASIC registration - ACN or ARBN

136 397 030 [View record on the ASIC website](#)

Deductible gift recipient status

Not entitled to receive tax deductible gifts

Disclaimer

The Registrar makes every reasonable effort to maintain current and accurate information on this site. The Commissioner of Taxation advises that if you use ABN Lookup for information about another entity for taxation purposes and that information turns out to be incorrect, in certain circumstances you will be protected from liability. For more information see [disclaimer](#)

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-8** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.



Current details for ABN 74 609 165 906

ABN details

Entity name:	BRIGHT CAPITAL PTY LIMITED
ABN status:	Active from 11 Nov 2015
Entity type:	Australian Private Company
Goods & Services Tax (GST):	Registered from 03 Dec 2015
Main business location:	NSW 2000

Business name(s)

Business name	From
BrightePlus	07 Jan 2019
brighte	04 Jan 2018
BrightePay	04 Jan 2018

ASIC registration - ACN or ARBN

609 165 906 [View record on the ASIC website](#)

Deductible gift recipient status

Not entitled to receive tax deductible gifts

Disclaimer

The Registrar makes every reasonable effort to maintain current and accurate information on this site. The Commissioner of Taxation advises that if you use ABN Lookup for information about another entity for taxation purposes and that information turns out to be incorrect, in certain circumstances you will be protected from liability. For more information see [disclaimer](#)

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-9** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RA' followed by a long horizontal flourish.

Subject: RE: [REDACTED] and [REDACTED]
Date: Wednesday, 22 April 2020 at 11:22:32 am Australian Eastern Standard Time
From: Stuart Lister
To: Rex Punshon
Attachments: image008.png, image009.png, image010.png, image011.png, image012.png, image013.png, image014.png, image015.jpg, image016.png, image017.jpg, image018.jpg, image019.png, image020.jpg, image021.png, image022.png, image023.jpg, income and expensesAUGUST2019.pdf, client income form self comp.pdf, urg outcome.pdf, docs.pdf

Hi. This was a tricky case. When [REDACTED] and [REDACTED] first came in [REDACTED]'s sister [REDACTED] was present and she was at breaking point, the couple was leaning on her all the time and she could no longer do this. Because of the couple's intellectual challenges every appointment was difficult and the couple would argue and at times [REDACTED] would storm out of the appointment. I have attached two documents, the clients tried filling out one which didn't make sense to me. I had the couple bring in bank statements and it took a long time to unravel the mess. I started with the utilities, the water, gas and elec accounts were in arrears and out of control. We completed Utility Relief Grants and I have two of the outcomes attached. I then set up Centrepay to ensure a fortnightly amount was taken out of their Centrelink payment to cover future usage. The rates were in arrears and again I set up Centrepay to get these back on track.

Unfortunately [REDACTED] is quite vulnerable, he cannot say no and the Solar Panel company took complete advantage of him as you are aware. The debt to Brighte was the tipping factor here which lead to the couple needing to access our Emergency Relief Service at Anglicare Victoria for food relief/voucher assistance. Also the extra debt put pressure of the couple to find other ways to 'survive' and they considered a reverse mortgage against their property putting their accommodation at risk. I stepped in and on two occasions talked them out of doing this.

I have requested evidence to show that the couple attended our emergency relief service, get back to you shortly.

Thanks.



Stuart Lister
Financial Counsellor Gippsland
(Family Violence Specialist)
p: 1800 286 260 w: anglicarevic.org.au



Anglicare Victoria acknowledges Aboriginal people as the traditional custodians of the land on which we operate. We commit to working respectfully to honour their ongoing cultural and spiritual connections to this country.

Diversity and inclusivity are important to Anglicare Victoria and we are committed to ensuring our workplace and services reflect this. Everyone is welcome at Anglicare Victoria, regardless of race, religion, gender or sexuality.

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Please consider the environment before printing.

From: Rex Punshon [mailto:rex@consumeraction.org.au]
Sent: Wednesday, 25 March 2020 10:57 AM
To: Stuart Lister <Stuart.Lister@anglicarevic.org.au>
Cc: Ursula Noye <ursula@consumeraction.org.au>
Subject: [REDACTED] and [REDACTED]

Hi Stuart

Many thanks for your time on the phone this morning.

As discussed, I am a solicitor at Consumer Action Law Centre. I recently acted for two clients whom you referred to us, [REDACTED] and [REDACTED], in a dispute with Brighte and SolarToday regarding an unsolicited supply of solar panels.

The matter with Brighte has now resolved. [REDACTED]
[REDACTED]

The reason I am contacting you is because Consumer Action Law Centre has recently been granted leave to intervene in a proceeding in the Australian Competition Tribunal, which concerns the ACCC's decision to authorize a proposed industry called the New Energy Tech Consumer Code (**NET Code**). Flexigroup (the company which owns buy-now-pay-later provider Certegy / Humm) is challenging some important consumer protections in the NET Code, particularly in relation to responsible lending. We have intervened in the proceeding to argue that those protections should be strengthened, so that credit providers must comply with responsible lending laws when financing the supply of "new energy tech" products (such as solar panels) to consumers.

In the proceeding, we are planning to use the [REDACTED]' story as evidence of the consumer harm that can occur in this space. To that end, I was wondering if you could please share any documents you may have pointing to the financial hardship that the [REDACTED] were experiencing when you referred them to our service, which would then form part of our evidence? For example:

- Any income and expenditure statement you may have completed at the time (if you did not complete one at the time, it would be very helpful if you are able to prepare one retrospectively – we can discuss this further if you are able to do so).
- Any documents showing that the [REDACTED] were required to access food relief or other emergency financial relief.
- Anything else which you think may be relevant.

The [REDACTED] have consented to us contacting you to make this request and to the use of their story in the proceeding more generally. I also **attach** copies of the privacy authorities signed by both [REDACTED] and [REDACTED] when we commenced acting for them.

Given the tight timeframes imposed by the Australian Competition Tribunal for the filing of evidence, it would be great to hear back from you as soon as possible. I understand you will aim to send through the documents next week – that would be great.

I hope that you and the rest of the team at Anglicare are staying safe and adapting to the challenges of these tumultuous times.

Kind regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

Get back on track with free financial counselling – contact the [National Debt Helpline](http://www.ndh.org.au) on 1800 007 007.



Consumer Action is located on the land of the Kulin Nations. We acknowledge all Traditional Owners of Country throughout Australia and recognise the continuing connection to lands, waters and communities. We pay our respect to cultures; and to Elders past, present and emerging.

Privacy and Confidentiality Message: The information contained in this message and attachment (if any) may be privileged and confidential between the Consumer Action Law Centre and the recipient and is to be read by the intended recipient only. If you are not the intended recipient you may not copy, distribute or disseminate this information or take or omit to take any action on the information contained in this message and attachment (if any). If you have received this message and attachment (if any) in error please notify us immediately by phone on (03) 9670 5088 and delete the message and attachment (if any) permanently. Thank you for your assistance.

OCT-18 MONTH

Fortnightly Income & Expenditure Worksheet

Date: 28/10/18.

Name: [REDACTED]

Adults: 2

Children: 0

Income

Wages	
Pension:	
Newstart	
Age Pension	617.60
Carer Payment	127.10
Dis. Support Pension	607.60
Parenting Pmt (couple)	TOTAL
Parenting Pmt (single)	1352.30
Special Benefit	
Youth Allowance	
Family Payment	
Other Centrelink Pmt	
Workcover	
TAC	
Rent Assistance	
Child Support	
Other	
Total Income	2704.60

Expenditure (continued)

Education	
School Fees	
Excursions	
School Clothes	
Books	
Health	
Health Insurance	
Ambulance	
Medical	
Dental/Optical	
Chemist/Other	
Personal	
Clothing	22.
Recreation/Sport	
Cigarettes	
Alcohol	
Pay TV	
Gambling	
Movies/Videos etc	
Birthdays	
Christmas	
Holidays	
Haircuts	
Lay-bys	
Other Expenses	
Newspapers	
Hire Appliances	
Other	40 F/N
Total Expenditure	1657.68
Income Less Expenditure	1046.92

Expenditure

Accommodation	
Rent/Mortgage	
Rates	120
Insurance: House	60
Insurance: Contents	56.33
Repairs & Maint.	50.97
Household	90.15
Electricity	
Gas	
Water	PER 60-0
Internet Use	
Telephone	MONTH
Mobile	120
Fortnightly Shopping	211.3
Bread/Milk	266.11
Meat/ Fruit & Vegies	
Transport	
Fares	
Fuel	61.27
Maintenance	+ F/N
Insurance	20N
Registration	5103

DUE. 13-11-18.

Debts

Personal Loan	Wrighte.
Car Loan	RAEV
Credit Card 1	LOAN W/N
Credit Card 2	90
Fines PERIN	
Fines Magistrates/Other	
Centrelink Debt	
Centrelink Advance	
Total Debts/Payments	

Amount	Payment
8753.08	86.26 per FIN
4450.95	129.64 per F/P
1863.06	95.75 per FIN
30287.60	100 per Rdw
MONTH.	MONTH
Fortnight	Fortnight
211.3	211.3
MONTH	MONTH
722.82	

Child Support

Excess/over commitment



Department of Health and Human Services

50 Lonsdale Street
Melbourne Victoria 3000
Telephone: 1300 650 172
GPO Box 4057
Melbourne Victoria 3001
www.dhhs.vic.gov.au
DX 210081

01/03/2019

MR [REDACTED]
[REDACTED]

Dear MR [REDACTED]

Re: Utility Relief Grant Scheme - Application Number 1483503
Gas Account Number 4143 5656 10
Grant Amount: \$650.00

Your application for assistance with the Utility Relief Grant Scheme has now been assessed and you have been granted the amount specified above.

This amount will be credited directly to your utility account.

The Utility Relief Grant is intended to provide assistance to households who, due to unforeseen circumstances, have difficulty paying a utility bill. The amount of the grant is based on the balance owing at the time of application and is capped at six months worth of usage, up to a maximum of \$650.

If you have any outstanding account balance, please contact your utility supplier to arrange payment.

Your utility supplier has various payment schemes that could assist you in the payment of future accounts by instalments.

Yours sincerely

Manager
Utility Relief Grant Scheme
1800 658 521



Department of Health and Human Services

50 Lonsdale Street
Melbourne Victoria 3000
Telephone: 1300 650 172
GPO Box 4057
Melbourne Victoria 3001
www.dhhs.vic.gov.au
DX 210081

05/03/2019

MR [REDACTED]
[REDACTED]

Dear MR [REDACTED]

Re: Utility Relief Grant Scheme - Application Number 1483599
Electricity Account Number 4141 9423 10
Grant Amount: \$567.42

Your application for assistance with the Utility Relief Grant Scheme has now been assessed and you have been granted the amount specified above.

This amount will be credited directly to your utility account.

The Utility Relief Grant is intended to provide assistance to households who, due to unforeseen circumstances, have difficulty paying a utility bill. The amount of the grant is based on the balance owing at the time of application and is capped at six months worth of usage, up to a maximum of \$650.

If you have any outstanding account balance, please contact your utility supplier to arrange payment.

Your utility supplier has various payment schemes that could assist you in the payment of future accounts by instalments.

Yours sincerely

Manager
Utility Relief Grant Scheme
1800 658 521

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-10** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal line.

Subject: FW: ER
Date: Wednesday, 22 April 2020 at 12:51:40 pm Australian Eastern Standard Time
From: Stuart Lister
To: Rex Punshon
Attachments: image001.png, image002.png, image003.png, image004.png, image005.png, image006.png, image007.png, image008.jpg, image009.png, ER request SL.xlsx

Hi. This spreadsheet shows the clients attended our service for E.R.



Stuart Lister
Financial Counsellor Gippsland
(Family Violence Specialist)
p: 1800 286 260 w: anglicarevic.org.au



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IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-11** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Our Ref: 262908
Contact: Rex Punshon

Wednesday, 8 May 2019

Brighte Capital Pty Ltd
By email: customercare@brighte.com.au

Dear Brighte Capital Pty Ltd,

██████ and ██████████
BrightePay Account Number: 15344
Request for hardship assistance

We act for ████████ and ██████████ and **attach** copies of their respective signed privacy authority forms.

We are currently in the process of advising our clients about their legal rights and options in relation to:

- the supply of two solar systems by General Green Pty Ltd ("**SolarToday**") ("**the supply**"); and
- the provision of credit by Brighte Capital Pty Ltd ("**Brighte**") to finance the supply ("**the provision of credit**").

In the meantime, and without prejudice to our client's legal rights in relation to the supply and the provision of credit, we write to request a formal variation to our clients' repayment terms on the grounds of financial hardship.

By way of background:

1. ████████ and ██████████ are aged 62 and 65 respectively.
2. ████████ receives the Disability Support Pension as her sole source of income, as she suffers from Turner's syndrome (a chromosomal disorder), arthritis, deafness, sleep apnoea, glaucoma and diabetes. ██████████ receives the Carer Allowance as his sole source of income.
3. Our clients are currently paying between \$84 and \$87 per fortnight to Brighte by way of direct debit.
4. On 20 March 2018, our clients were provided with a Brighte "Payment Plan" regarding the supply of an initial solar system by SolarToday. The Payment Plan referred to:
 - a) a "Current Credit Limit" of \$6050; and

- b) a fortnightly repayment amount of \$47.12.
- 5. In around May 2018, following the supply of a second solar system by SolarToday, it appears that our clients' fortnightly repayment amount increased to between \$84 and \$87 ("**the increased repayment amount**").
- 6. Our clients:
 - a) were not aware that the supply of the second solar system would lead to the increased repayment amount;
 - b) only learned of the increased repayment amount upon checking their bank account statements; and
 - c) have not received an updated payment plan or any other documentation from Brighte outlining the terms relating to the increased repayment amount, despite repeated requests.
- 7. Due to our clients' limited income, these repayments are causing them significant financial hardship. We understand that our clients have requested that the amounts be debited from their bank account on the same day that they receive their Centrelink payments, in order to avoid incurring late fees from Brighte. This means that our clients are often "caught short" when attempting to meet essential expenses later in their payment cycle, such as food.
- 8. As a result of the Brighte repayments, our clients have also had to:
 - a) access a financial counselling service to obtain food relief;
 - b) take out two loans to pay for medical and other expenses; and
 - c) cancel a number of specialist medical appointments.

In the circumstances, we request a formal variation to our clients' repayment terms on the grounds of financial hardship. Specifically, we request a variation such that our clients will not be obliged to make any repayments to Brighte for three months from the date the variation is agreed to or until any claim in relation to the supply and / or the provision of credit is resolved, whichever is the later.

We intend to write to you to set out the details of our clients' claim within the next month.

Please contact Rex Punshon if you have any questions.

Yours faithfully,

CONSUMER ACTION LAW CENTRE



Rex Punshon
Solicitor



David Maunsell
Managing Lawyer

AUTHORITY

I, [REDACTED], of [REDACTED], date of birth, [REDACTED] hereby instruct and authorise you to disclose any information, and to forward any document as defined by the s 3 of the *Evidence Act* (Cth) 1995 and the *Evidence Act* (Vic) 2008 s 3(1) you or your agent may hold concerning me (including information regulated by the *Privacy Act* (Cth) 1988), to the Consumer Action Law Centre, Level 6, 179 Queen Street, Melbourne VIC 3000, and to its employees.

DATED this 12 day of MARCH 2019

[REDACTED]
[REDACTED]

AUTHORITY

I, [REDACTED], of [REDACTED], date of birth, [REDACTED] hereby instruct and authorise you to disclose any information, and to forward any document as defined by the s 3 of the *Evidence Act* (Cth) 1995 and the *Evidence Act* (Vic) 2008 s 3(1) you or your agent may hold concerning me (including information regulated by the *Privacy Act* (Cth) 1988), to the Consumer Action Law Centre, Level 6, 179 Queen Street, Melbourne VIC 3000, and to its employees.

DATED this 12 day of MARCH 2019

[REDACTED]
[REDACTED]

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-12** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RA' followed by a long horizontal flourish.



General Green Pty Ltd
ABN: 38 136397030
9 Florence St Burwood Vic 3125

TAX INVOICE



Invoice Date: 11/07/2018
Invoice No. 34255

Qty	PRODUCTS	Totals (AUS)
1	1.62+2.28 KW Solar PV System Jiangsu Aiduo AD270-60P*6+ AD285-60S*8	
1	2 KW Grid Connected Inverter Ningbo Ginlong Solis-1P2K-4G*1 Sungrow Power SG2KTL-S*1	
1	Installation Kit & Labour	
TOTAL AMOUNT:		\$10,600.00
Payment Received:		\$000.00
Total Due:		\$10,600.00
Or direct credit to Bank Westpac BSB/Account: 033009/401282 Account Name: General Green Pty. Ltd.		

Thanks for your business.

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-13** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal line.

Our Ref: 262908
Contact: Rex Punshon

Thursday, 27 June 2019

██████████
Senior Credit Manager
Brighte Capital Pty Ltd
By email: ██████████@brighte.com.au

Dear Mr ██████████,

██████████ and ██████████
BrightePay Account Number: 15344

We refer to previous correspondence and confirm that we act for ██████████ and ██████████.

The purpose of this letter is to:

- outline our clients' claims against General Green Pty Ltd ("**SolarToday**") and Brighte Capital Pty Ltd ("**Brighte**") under the Australian Consumer Law ("**ACL**"); and
- put forward our clients' demand in the hope that this matter can be resolved without the need for litigation.

Background

We are instructed as follows:

1. As set out in our previous letter, ██████████ and ██████████ are aged 62 and 65 respectively. Both receive Centrelink payments as their sole source of income. Ms ██████████ receives the Disability Support Pension for Turner's syndrome (a chromosomal disorder), arthritis, deafness, sleep apnoea, glaucoma and diabetes, while Mr ██████████ receives a Carer Allowance.
2. On 20 March 2018, a sales representative of SolarToday named ██████████ attended our clients' premises uninvited and convinced them to purchase a 2kW 8-panel solar system ("**the 8-panel system**") by taking out a \$6,050 loan with Brighte. Our clients already had a functioning 12-panel system installed on their roof at the time.

3. Our clients subsequently received a Payment Plan from Brighte stating that they would be required to make fortnightly repayments of \$47.12.
4. On 8 May 2018, Mr [REDACTED] again attended our clients' premises uninvited and convinced them to purchase a further 1.5kW 6-panel solar system ("**the 6-panel system**"). Mr [REDACTED] told our clients that if they paid for the 6-panel system upfront, the price would be \$3,500. Our clients were unsure whether they could afford to pay this amount upfront, but paid a \$200 deposit.
5. On 21 May 2018, Mr [REDACTED] attended our clients' premises for a third time and told them that if they could not afford to pay for the 6-panel system upfront, they could instead pay a \$500 deposit and take out a further \$4,550 loan with Brighte.
6. Mr [REDACTED] did not explain to our clients that this would lead to an increase in their fortnightly repayments and our clients received no documentation from Brighte outlining the terms of their updated Payment Plan. Our clients only learned that their fortnightly repayments had increased to \$85.11 upon checking their bank account statements. Our clients did not receive a copy of the Payment Plan dated 21 May 2018 attached to your email dated 23 May 2019.
7. Our clients did not have any direct contact with Brighte regarding either the initial provision of \$6,050 credit on 20 March 2018 or the further provision of \$4,550 credit on 21 May 2018. Rather, SolarToday:
 - a. suggested that our clients finance the transactions by taking out a loan with Brighte; and
 - b. acted as intermediary between our clients and Brighte in setting up the two Payment Plans.
8. In the remainder of this letter, we refer to:
 - a. the SolarToday Customer Sales Agreements dated 20 March 2018, 8 May 2018 and 21 May 2018 as "**the Sale Contracts**"; and
 - b. the Brighte Payment Plans dated 20 March 2018 and 21 May 2018 as "**the Credit Contracts**".

High-pressure and misleading sales tactics

9. Mr [REDACTED] used high-pressure and misleading sales tactics to convince our clients to enter the Sale Contracts and the Credit Contracts.
10. On each occasion that Mr [REDACTED] attended our clients' premises, Mr [REDACTED] initially stated that they were not interested in purchasing the solar panel system as:
 - a. they already had a functioning system; and
 - b. they could not afford to purchase a further system due to their limited income.
11. However, Mr [REDACTED] refused to take "no" for an answer.
12. Mr [REDACTED] also repeatedly told our clients that installing further solar panels would lead to significant savings on their electricity bills ("**the misrepresentations**").

13. When Mr [REDACTED] appeared reluctant, Mr [REDACTED] turned his attention towards Ms [REDACTED], who has an intellectual disability. Once Mr [REDACTED] had secured Ms [REDACTED]'s agreement, Mr [REDACTED] instructs that he felt they had gone too far to pull out of the transaction.
14. Contrary to Mr [REDACTED]'s misrepresentations, our clients' electricity bills have hardly reduced at all since having the two systems installed by SolarToday. Our clients' electricity bill for the three-month period immediately after the installation of the two systems was only around \$3 cheaper than their previous bill. These negligible savings have been far outweighed by the cost of the systems themselves, which – as detailed in our previous letter – has caused our clients to experience significant financial hardship.

Liability of SolarToday

15. SolarToday's conduct in relation to the supply of the 8-panel system and the 6-panel system contravened numerous provisions of the Australian Consumer Law ("ACL"). We have summarized these contraventions below.

Misleading or deceptive conduct (section 18 ACL)

16. The misrepresentations described at paragraph 12 were false. SolarToday's conduct was misleading or deceptive in that it misled our client about the benefits that the 8-panel system and the 6-panel system would deliver. Our clients would not have entered the Sale Contracts or the Credit Contracts if they had known that the misrepresentations were false.

Guarantee of fitness for purpose (section 55 ACL)

17. By making the misrepresentations, SolarToday represented that the 8-panel system and the 6-panel system would be fit for a particular purpose – i.e. that they would significantly reduce our clients' electricity bills. This has clearly not been the case. Accordingly, SolarToday has failed to comply with the guarantee of fitness for purpose.

Obligations regarding unsolicited consumer agreements

18. The Sale Contracts were unsolicited consumer agreements within the meaning of section 69 ACL.
19. Accordingly, Mr [REDACTED] was obliged (but failed) to:
 - a. Advise our clients before starting to negotiate that he was obliged to leave immediately on request (section 74(b) ACL).
 - b. Leave the premises as soon as Mr [REDACTED] stated that they were not interested in purchasing the solar panel system (section 75 ACL).
 - c. Give our clients information in writing about:
 - i. their right to terminate the Sale Contracts during the 10-day cooling off period (section 76(a)(i) ACL);
 - ii. how to exercise that right (section 76(a)(ii) ACL); and

- iii. the prohibition in section 86 ACL (section 76(a)(iii) ACL and regulation 83 of the *Competition and Consumer Regulations 2010* (Cth) ("**the Regulations**")),
- ("the mandated information").

While the Sale Contracts do contain a notice stating that "*you have a right to cancel this agreement within 10 business cooling days*" ("**cooling-off notice**"), they do not contain any information about how to exercise that right or the prohibition in section 86 ACL. Furthermore, SolarToday was required to ensure that all of the mandated information was in text that was the most prominent text in the Sale Contracts, other than the text setting out SolarToday's name or logo (section 76(d) ACL and regulation 84 of the Regulations). The cooling-off notice is indistinguishable from most of the text in the Sale Contracts and is clearly not the most prominent text in the document. Mr [REDACTED] also took no steps to advise our clients of their cooling-off rights verbally or to draw their attention to the cooling-off notice, and our clients were unaware that they had this right when they signed the Sale Contracts.

- d. Provide our clients with a notice that could be used to terminate the Sale Contracts in the prescribed form (section 79(c) ACL).
- e. Ensure that the Sale Contracts were properly signed (section 80 ACL). We note that Ms [REDACTED] is named as the "customer" under the Sale Contract dated 21 May 2018, but it appears to have been signed by Mr [REDACTED].
- f. Not accept or require any payment within 10 business days after the Sale Contracts were made (section 86 ACL). Our clients paid a \$200 deposit on the day of signing the Sale Contract dated 8 May 2018 and a further \$300 deposit on the day of signing the Sale Contract dated 21 May 2018.

Unconscionable conduct (section 21 ACL)

20. In all of the circumstances, SolarToday engaged in conduct that was unconscionable in that:

- a. our clients were in a weaker bargaining position than SolarToday considering their personal circumstances;
- b. our clients were not able to fully comprehend the terms and conditions of the Sale Contracts or the Credit Contracts;
- c. SolarToday used high pressure and misleading sales tactics against our clients, as detailed at paragraphs 9-14 above;
- d. SolarToday failed to explain or adequately explain the terms and conditions of the Sale Contracts and the Credit Contracts, such as our clients' cooling-off rights and the amount of their fortnightly repayments;
- e. Solar Today took advantage of the special disadvantage and vulnerability of Ms [REDACTED] who suffers from an intellectual disability.

Liability of Brighte

21. Section 278 ACL stipulates that if a consumer who is a party to a linked credit contract suffers loss or damage as a result of the supplier's misrepresentation or failure to comply with a consumer guarantee, the linked credit provider and the supplier are jointly and severally liable to the consumer for the amount of the loss or damage.
22. Under section 3 ACL, a credit provider is deemed to be a "linked credit provider" of a supplier if the two parties have any sort of contract, arrangement or understanding relating to the provision of credit to the supplier's customers in respect of payment for the supplier's goods or services. The evidence supports the existence of such an understanding or arrangement between Brighte and SolarToday in that:
 - a. our clients were referred to Brighte by SolarToday;
 - b. our clients had no direct contact with Brighte at any stage of the transaction; and
 - c. the provision of credit including completion of paperwork was arranged wholly by SolarToday.
23. In sum, on the evidence provided to us:
 - a. Brighte is a linked credit provider of SolarToday; and
 - b. the Credit Contracts are linked credit contracts within the meaning of section 278(2) ACL in relation to the Sales Contracts.
24. It follows that Brighte is jointly and severally liable to our clients for the loss and damage they have sustained as a result of the conduct of SolarToday detailed above.

Proposed resolution

25. Our clients are entitled to pursue the claims detailed above. However, to avoid the time and inconvenience associated with litigation, our clients are prepared to settle the dispute on the basis that Brighte:
 - a. refund all monies paid by our clients to Brighte under the Credit Contracts;
 - b. confirm in writing that the Credit Contracts are at an end and that our clients have no further liability in relation to the Credit Contracts and the Sale Contracts; and
 - c. confirm in writing that no adverse information relating to the Credit Contracts or the Sale Contracts will be reflected on our client's credit report.
26. This offer is open for acceptance for 14 days from the date of this letter.
27. If this offer is not accepted, our clients reserve their rights to commence proceedings without further notice.

Yours faithfully,

CONSUMER ACTION LAW CENTRE



Rex Punshon
Solicitor



David Maunsell
Managing Lawyer



IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-14** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Patient Details	
Name: [REDACTED]	D.O.B: [REDACTED]
URNO: 7625628 (SHN)	Sex: F
Address: [REDACTED]	

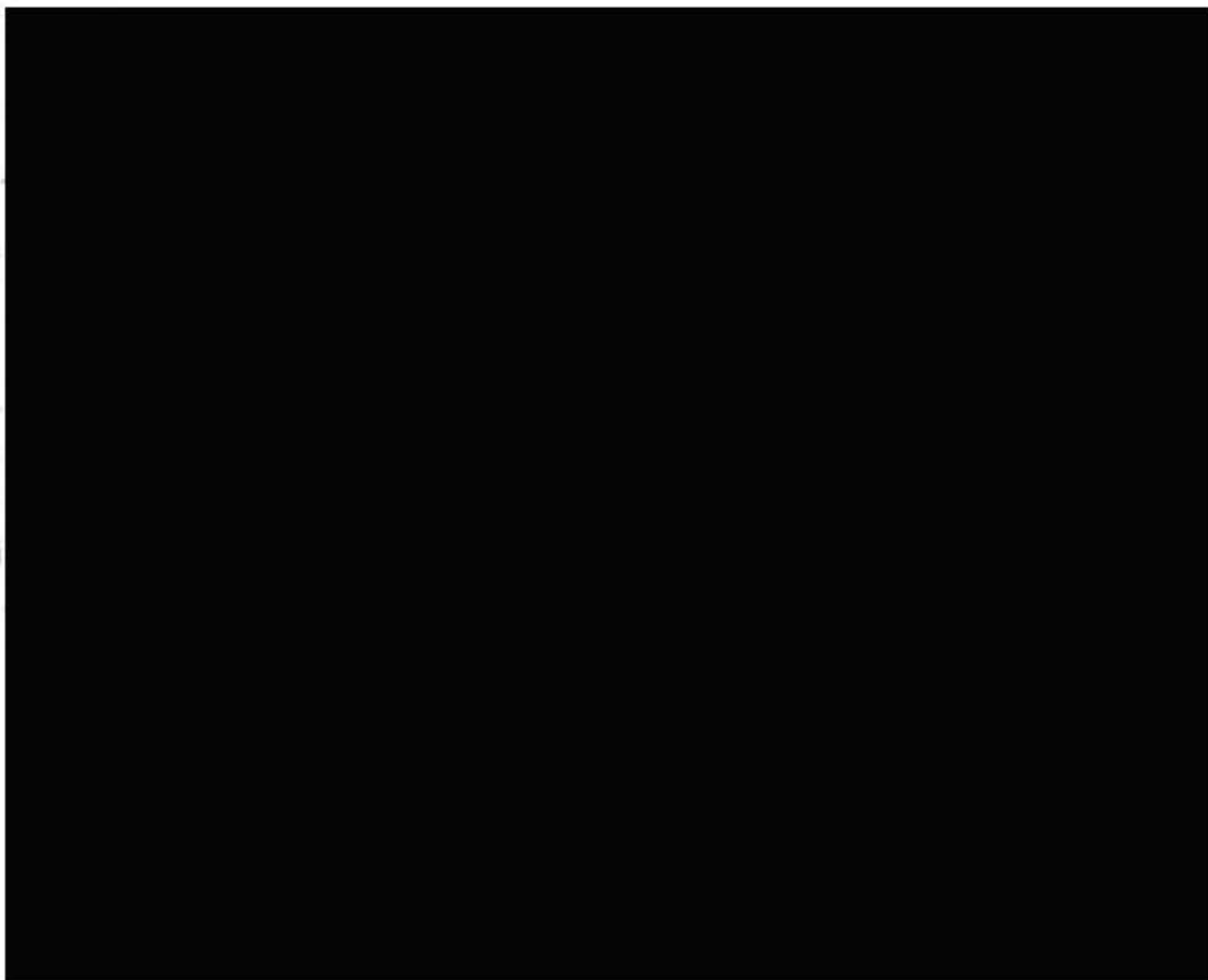
Turners OPTS E-Notes

Turner OPTS Appointment Details

<i>Hospital Site</i>	<i>Clinic Code & Name</i>	<i>Today's Date</i>	<i>Time</i>
Monash Medical Centre Clayton	209C - Turners	Thursday November 1, 2018	14:11:15
<i>Provider Number</i>	<i>Discipline</i>		
506416BA	Medical		
<i>Supervising Consultant Name</i>	<i>Supervising Consultant Provider Number</i>		
[REDACTED]			

REVIEW

Turner Syndrome Co-Morbidity and Management Aims	Current Status	Investigation	Changes to Management
--	----------------	---------------	-----------------------



IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-15** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Locked Bag 7834 Canberra Bc, ACT 2610



CLK1LETTERJ272987529

Reference: **305 358 389T**

Australian Government
Department of Human Services

centrelink

17 June 2019

This Income Statement shows information we hold about you on your Centrelink record. If you decide to show this information to anyone else for any reason, you can choose to show all the information or to block some information out.

Income Statement

DOB [REDACTED]
Customer Partnered Y
Maximum Rate Disability Support Pension Y
Number of Children Assessed 0

Previous regular entitlements and payments

Payment Type	Amount	Date Paid	Date of Grant
Disability Support Pension	\$635.90	11 Jun 2019	15 Jan 2001
Energy Supplement	\$10.60	11 Jun 2019	15 Jan 2001
Pension Supplement	\$51.60	11 Jun 2019	15 Jan 2001

Previous irregular payments

There are no previous irregular payments to report.

Deductions from your payment

Payment Type	Deduction	Amount	Date Paid
Disability Support Pension	Centrelink Deductions	\$35.00	11 Jun 2019
Disability Support Pension	Lump Sum Advance Repayment	\$61.60	11 Jun 2019

Continued on the back

Contact information

If you have any questions about this letter please ring:



132 717 OR
13 1202 for Multilingual Services

Monday — Friday 8.00 am — 5.00 pm
(Please quote reference number **305 358 389T**)



Your local Centrelink Office:
42 Queen Street
Warragul VIC 3820
PO Box 7800



Office Hours:
Monday to Friday 8.30am — 4.30pm

Continued from previous page

Future regular entitlements and payments

Payment Type	Amount	Date to be paid	Date of Grant
Disability Support Pension	\$635.90	25 Jun 2019	15 Jan 2001
Energy Supplement	\$10.60	25 Jun 2019	15 Jan 2001
Pension Supplement	\$51.60	25 Jun 2019	15 Jan 2001

Future irregular payments

Payment Type	Amount	Date to be paid
One Time Payment - Energy Assistance Payment	\$62.50	19 Jun 2019

Details of your Income (Not including Centrelink payments)

Income Type	Amount	Frequency	Date of Effect
Financial Investment Income	\$0.29	Annually	1 Jul 2015

Details of your Assets

Asset Type	Value	Date of Effect
Cash/Investments/Savings	\$17.00	15 Feb 2019
Household and Personal Effects	\$10,000.00	5 Jun 2007
Motor Vehicle, Boat and Caravan	\$2,600.00	3 May 2007

If any of the above details are incorrect, please contact us as soon as possible.

Your reference number is 305 358 389T.

Locked Bag 7834 Canberra Bc, ACT 2610



CLK1LETTERJ272952064

Reference: 305 358 394H



Australian Government
Department of Human Services

centrelink

14 June 2019

This Income Statement shows information we hold about you on your Centrelink record. If you decide to show this information to anyone else for any reason, you can choose to show all the information or to block some information out.

Income Statement

DOB
Customer Partnered
Maximum Rate Carer Payment
Number of Children Assessed

Y
Y
0

Previous regular entitlements and payments

Payment Type	Amount	Date Paid	Date of Grant
Carer Payment	\$635.90	11 Jun 2019	19 Jun 2008
Energy Supplement	\$10.60	11 Jun 2019	19 Jun 2008
Pension Supplement	\$51.60	11 Jun 2019	19 Jun 2008
Carer Allowance	\$129.80	11 Jun 2019	19 Jun 2008

Previous irregular payments

There are no previous irregular payments to report.

Deductions from your payment

Payment Type	Deduction	Amount	Date Paid
Carer Payment	Centrelink Deductions	\$166.00	11 Jun 2019
Carer Payment	Lump Sum Advance Repayment	\$69.30	11 Jun 2019

Continued on the back

Contact information

If you have any questions about this letter please ring:



132 717 OR
13 1202 for Multilingual Services

Monday — Friday 8.00 am — 5.00 pm
(Please quote reference number 305 358 394H)



Your local Centrelink Office:
42 Queen Street
Warragul VIC 3820
PO Box 7800



Office Hours:
Monday to Friday 8.30am — 4.30pm

Continued from previous page

Future regular entitlements and payments

Payment Type	Amount	Date to be paid	Date of Grant
Carer Payment	\$635.90	25 Jun 2019	19 Jun 2008
Energy Supplement	\$10.60	25 Jun 2019	19 Jun 2008
Pension Supplement	\$51.60	25 Jun 2019	19 Jun 2008
Carer Allowance	\$129.80	25 Jun 2019	19 Jun 2008

Future irregular payments

There are no future irregular payments to report.

Details of your Income (Not including Centrelink payments)

Income Type	Amount	Frequency	Date of Effect
Financial Investment Income	\$0.29	Annually	1 Jul 2015

Details of your Assets

Asset Type	Value	Date of Effect
Cash/Investments/Savings	\$17.00	15 Feb 2019
Household and Personal Effects	\$10,000.00	5 Jun 2007
Motor Vehicle, Boat and Caravan	\$2,600.00	3 May 2007

If any of the above details are incorrect, please contact us as soon as possible.

Your reference number is 305 358 394H.

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-16** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal line.

Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre
Date: Friday, 12 July 2019 at 2:09:02 pm Australian Eastern Standard Time
From: [REDACTED]
To: Rex Punshon
CC: [REDACTED]
Attachments: image001.jpg, image002.jpg, image003.png, image004.jpg, image005.png, image006.png, image007.jpg, image008.png, image009.png, image010.png, [REDACTED].pdf

Hi Rex

Thanks so very much for your email. Appreciate you providing the further information. I have just tried to give you a call to talk through a resolution but could not get through.

Since our last correspondence, we have reviewed Mr and Ms [REDACTED]'s account with us as well as discussed the matter with the principal and director of Solar Today Mr William Zheng. These are the facts we currently have at hand:

- Mr Zheng's account, having spoken with Mr [REDACTED] was that Mr [REDACTED] was invited into the [REDACTED]' home at both times in March and May 2018;
- Mr [REDACTED] was told that the [REDACTED] initial solar system was not sufficient for their usage and engaged Solar Today to provide an upgrade to that system;
- Mr [REDACTED] did make an assessment of the [REDACTED]' current usage and the benefits of the upgrade to their current system;
- Mr Zheng notes that if the [REDACTED] are experiencing not enough of a reduction to their bill based on their initial expectations, it may be the case that either electricity rates have increased or the [REDACTED]' have increased their energy usage; and
- It was not apparent to Mr [REDACTED] when attending the [REDACTED]' house that Ms [REDACTED] suffered a disability.

From our review of the account history:

- prior to settling the first finance application on 20 March 2018, we attempted to contact your client to confirm that your client understood the terms of the financing and the repayment amount. We were unable to get through and sent a text message to your client to request confirmation that your client had received the terms by email. Your client responded 'yes, thank you' to that text message;
- prior to settling the second finance application on 23 May 2018, we again called your client to confirm that your client received the terms by email and understood the terms. During the discussion, your client conveyed to Brighte that he did receive and understand the terms;
- our assessment of the information provided by your clients to assess their capacity to repay the finance which included the use of HEM as a floor in relation to expenditure demonstrated that your clients did have the capacity to make the required repayments on the financed amount;
- we note that your clients made payments on time from the period of 20 March 2018 to May 2019 in accordance with their payment obligations;
- on 13 May 2019 date your client called and alerted us to a change in financial circumstances and that he was experiencing financial difficulty at which time we put all payments on hold in accordance with our Hardship Policy.

I have **attached** the account history for your clients including the communications sent and received between Brighte and your clients.

We want a fair and amicable resolution to both parties. We note that your clients have received a benefit from those panels for at least 12 months and were making payments on their account for that time and there has been no assertion that the installed panels were defective in any way. It seems to be apparent

to us that your clients have now had a change in financial circumstances, and we want to assist them with coming to a suitable arrangement. We therefore propose the following interim resolution:

- that Solar Today attend your clients' premises to make an assessment on the appropriateness of the installation of the 8 panel and 6 panel systems and determine if those panels are providing an additional financial benefit to your clients (ie resulting in a further reduction in your clients' electricity bills);
- in the interim continue with the payment moratorium so your clients are not obligated to make payments until the installation of those two systems and corresponding benefits are assessed;
- if it is assessed that your clients are enjoying an increased benefit by way of an increased reduction to their energy bill as a result of the installation of the 8 and 6 panel systems then we can work out a suitable payment arrangement and/or waive a component of your clients' debt with us; and
- if there is no increased benefit to having the 8 and 6 panel systems whatsoever, that we will work with Solar Today to remove those panels and provide a refund to your clients.

Let us know if your clients agree to this course of action.

I look forward to hearing from you soon.

Kind Regards,

[Redacted Signature]

Corporate Counsel



Level 6, 56 Pitt St, Sydney, NSW 2000, Australia

M: 0431820914 | E: [Redacted Email]@brighte.com.au | PH: 1-300-BRIGHTE



The information contained in this email is confidential and has been prepared as general information only without consideration for your particular financial circumstances or particular needs. Brighte Capital Pty Ltd ABN 74 609 165 906 holds Australian Credit Licence Number 508217, and is a member of the Australian Financial Complaints Authority (AFCA). Brighte Capital takes your privacy seriously. All information about you is held subject to our [Privacy Policy](#).

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From: Rex Punshon <rex@consumeraction.org.au>

Sent: Wednesday, 10 July 2019 4:46 PM

To: [Redacted Email]@brighte.com.au>

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-17** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Account Details - 15344

Brighte Live

Printed 02/07/2019 8:52AM

General

Code and Name.

Code: 15344

Name: [REDACTED] & [REDACTED]

Description: BrightePay

Product/ Account Type.

Product Type: L, Brighte 0% Interest Payment Plan

Account Type: BP, BrightePay

Promotion:

Account Manager.

Manager: ADMIN, Administrator

Review Date:

Alert Message:

Ledger, Purpose, Source and Region.

Ledger:

Purpose: Solar Panels

Source: Mobile Application

Region:

Notes.

SOLAR PANNESL

Details

Branch and Department.

Branch: M, Brighte Capital Pty Ltd

Department: BPAY TRUST, BrightePay Trust 1

Business Development Manager.

BDM: [REDACTED]

Original BDM: [REDACTED]

Commissions: [REDACTED]

Dealer and Employee.

Dealer: E186, Solar Today

Employee: E186-U2252, [REDACTED]

Bulk Funder.

Bulk Funder: BFT2018-1, NAB Trust

Clients

Role	Joint	Client	Name	Signatory	Privacy	Mail	Notes
Borrower	<input type="checkbox"/>	U8842	[REDACTED]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Borrower	<input type="checkbox"/>	U8843	[REDACTED]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Financial - Current

Summary

Recommended Retail Price	10,600.00
Net Advance	\$10,600.00
Consumer Application Fee	75.00
Amount Financed	\$10,675.00
Payment	(1,954.62)
Consumer Account Fee	10.50
Repayment Fee	20.93
Consumer Account Fee	40.43
Current Balance	\$8,792.24
Accrued Interest to 01/07/2019	0.00
Net Balance	\$8,792.24

Balance Allocations

Principal (Interest Bearing)	8,786.24
Interest	0.00
Fees (Interest Bearing)	6.00
Current Balance	\$8,792.24

Term & Payments

Account Details - 15344

Brighte Live

Printed 02/07/2019 8:52AM

Term

Opened **12/07/2018**
Term **1810 Days**
Maturity **26/06/2023**

Original Payments

Regular **130 due Fortnightly**
First Regular **\$82.12 on 16/07/2018**
Final Regular **\$81.52 on 26/06/2023**

WARNING: Non-Standard First Payment Date.

Remaining Payments

Payments: **108 Payments in total remaining**
(4 Payments dated after Maturity)
Frequency: **Fortnightly**
Next Payment: **\$82.12 due 09/07/2019**
Projected Final: **15/08/2023 50 days past Maturity**

WARNING: Final Payment is scheduled after Maturity Date.

Interest

Interest

Charged: **Every 10 Years on day 11**
Rate: **Fixed 0%**

Default Interest

Rate: **Premium of 0%**

Account Schedule - Current

Date	Element	Reference	Value	Balance	Overdue	B O/D	C O/D	B C O/D	Notes
12/07/2018	RRP		10,600.00	10,600.00		0.00		0.00	
12/07/2018	EST		75.00	10,675.00		0.00		0.00	
16/07/2018	ID	Payment Due		10,675.00	82.12	82.12	82.12	82.12	
16/07/2018	FACC		3.50	10,678.50	3.50	85.62	3.50	85.62	
16/07/2018	FREP		2.99	10,681.49	2.99	88.61	2.99	88.61	
16/07/2018	PAY	PAY	(3.50)	10,677.99	(3.50)	85.11	(3.50)	85.11	
16/07/2018	PAY	PAY	(85.11)	10,592.88	(85.11)	0.00	(85.11)	0.00	Payment
30/07/2018	ID	Payment Due		10,592.88	82.12	82.12	82.12	82.12	
30/07/2018	FREP		2.99	10,595.87	2.99	85.11	2.99	85.11	
30/07/2018	PAY	PAY	(85.11)	10,510.76	(85.11)	0.00	(85.11)	0.00	Payment
13/08/2018	ID	Payment Due		10,510.76	82.12	82.12	82.12	82.12	
13/08/2018	FREP		2.99	10,513.75	2.99	85.11	2.99	85.11	
13/08/2018	PAY	PAY	(85.11)	10,428.64	(85.11)	0.00	(85.11)	0.00	Payment
15/08/2018	FACC		3.50	10,432.14	3.50	3.50	3.50	3.50	
15/08/2018	PAY	PAY	(3.50)	10,428.64	(3.50)	0.00	(3.50)	0.00	
21/08/2018	ID	Payment Due		10,428.64	82.12	82.12		0.00	
21/08/2018	FREP		2.99	10,431.63	2.99	85.11	2.99	2.99	
21/08/2018	PAY	PAY	(85.11)	10,346.52	(85.11)	0.00	(85.11)	(82.12)	Payment
27/08/2018	ID	Payment Due		10,346.52		0.00	82.12	0.00	
04/09/2018	ID	Payment Due		10,346.52	82.12	82.12		0.00	
04/09/2018	FREP		2.99	10,349.51	2.99	85.11	2.99	2.99	
04/09/2018	PAY	PAY	(85.11)	10,264.40	(85.11)	0.00	(85.11)	(82.12)	Payment
10/09/2018	ID	Payment Due		10,264.40		0.00	82.12	0.00	
17/09/2018	FACC		3.50	10,267.90	3.50	3.50	3.50	3.50	
17/09/2018	PAY	PAY	(3.50)	10,264.40	(3.50)	0.00	(3.50)	0.00	
18/09/2018	ID	Payment Due		10,264.40	82.12	82.12		0.00	
18/09/2018	FREP		2.99	10,267.39	2.99	85.11	2.99	2.99	
18/09/2018	PAY	PAY	(85.11)	10,182.28	(85.11)	0.00	(85.11)	(82.12)	Payment
24/09/2018	ID	Payment Due		10,182.28		0.00	82.12	0.00	
02/10/2018	ID	Payment Due		10,182.28	82.12	82.12		0.00	
02/10/2018	FREP		2.99	10,185.27	2.99	85.11	2.99	2.99	
02/10/2018	PAY	PAY	(85.11)	10,100.16	(85.11)	0.00	(85.11)	(82.12)	Payment
08/10/2018	ID	Payment Due		10,100.16		0.00	82.12	0.00	
16/10/2018	ID	Payment Due		10,100.16	82.12	82.12		0.00	

Account Details - 15344

Brighte Live

Printed 02/07/2019 8:52AM

16/10/2018 FAKF		4.14	10,104.30	4.14	86.26	4.14	4.14
16/10/2018 PAY	PAY	(86.26)	10,018.04	(86.26)	0.00	(86.26)	(82.12) Payment
22/10/2018 ID	Payment Due		10,018.04		0.00	82.12	0.00
30/10/2018 ID	Payment Due		10,018.04	82.12	82.12		0.00
30/10/2018 FAKF		2.00	10,020.04	2.00	84.12	2.00	2.00
30/10/2018 PAY	PAY	(84.12)	9,935.92	(84.12)	0.00	(84.12)	(82.12) Payment
05/11/2018 ID	Payment Due		9,935.92		0.00	82.12	0.00
13/11/2018 ID	Payment Due		9,935.92	82.12	82.12		0.00
13/11/2018 FAKF		2.00	9,937.92	2.00	84.12	2.00	2.00
13/11/2018 PAY	PAY	(84.12)	9,853.80	(84.12)	0.00	(84.12)	(82.12) Payment
19/11/2018 ID	Payment Due		9,853.80		0.00	82.12	0.00
27/11/2018 ID	Payment Due		9,853.80	82.12	82.12		0.00
27/11/2018 FAKF		2.00	9,855.80	2.00	84.12	2.00	2.00
27/11/2018 PAY	PAY	(84.12)	9,771.68	(84.12)	0.00	(84.12)	(82.12) Payment
03/12/2018 ID	Payment Due		9,771.68		0.00	82.12	0.00
11/12/2018 ID	Payment Due		9,771.68	82.12	82.12		0.00
11/12/2018 FAKF		2.00	9,773.68	2.00	84.12	2.00	2.00
11/12/2018 PAY	PAY	(84.12)	9,689.56	(84.12)	0.00	(84.12)	(82.12) Payment
17/12/2018 ID	Payment Due		9,689.56		0.00	82.12	0.00
25/12/2018 ID	Payment Due		9,689.56	82.12	82.12		0.00
25/12/2018 FAKF		2.29	9,691.85	2.29	84.41	2.29	2.29
27/12/2018 PAY	PAY	(84.41)	9,607.44	(84.41)	0.00	(84.41)	(82.12) Payment
31/12/2018 ID	Payment Due		9,607.44		0.00	82.12	0.00
08/01/2019 ID	Payment Due		9,607.44	82.12	82.12		0.00
08/01/2019 FAKF		2.00	9,609.44	2.00	84.12	2.00	2.00
08/01/2019 PAY	PAY	(84.12)	9,525.32	(84.12)	0.00	(84.12)	(82.12) Payment
14/01/2019 ID	Payment Due		9,525.32		0.00	82.12	0.00
22/01/2019 ID	Payment Due		9,525.32	82.12	82.12		0.00
22/01/2019 FAKF		2.00	9,527.32	2.00	84.12	2.00	2.00
22/01/2019 PAY	PAY	(84.12)	9,443.20	(84.12)	0.00	(84.12)	(82.12) Payment
28/01/2019 ID	Payment Due		9,443.20		0.00	82.12	0.00
05/02/2019 ID	Payment Due		9,443.20	82.12	82.12		0.00
05/02/2019 FAKF		2.00	9,445.20	2.00	84.12	2.00	2.00
05/02/2019 PAY	PAY	(84.12)	9,361.08	(84.12)	0.00	(84.12)	(82.12) Payment
11/02/2019 ID	Payment Due		9,361.08		0.00	82.12	0.00
19/02/2019 ID	Payment Due		9,361.08	82.12	82.12		0.00
19/02/2019 FAKF		2.00	9,363.08	2.00	84.12	2.00	2.00
19/02/2019 PAY	PAY	(84.12)	9,278.96	(84.12)	0.00	(84.12)	(82.12) Payment
25/02/2019 ID	Payment Due		9,278.96		0.00	82.12	0.00
05/03/2019 ID	Payment Due		9,278.96	82.12	82.12		0.00
05/03/2019 FAKF		2.00	9,280.96	2.00	84.12	2.00	2.00
05/03/2019 PAY	PAY	(84.12)	9,196.84	(84.12)	0.00	(84.12)	(82.12) Payment
11/03/2019 ID	Payment Due		9,196.84		0.00	82.12	0.00
19/03/2019 ID	Payment Due		9,196.84	82.12	82.12		0.00
19/03/2019 FAKF		2.00	9,198.84	2.00	84.12	2.00	2.00
19/03/2019 PAY	PAY	(84.12)	9,114.72	(84.12)	0.00	(84.12)	(82.12) Payment
25/03/2019 ID	Payment Due		9,114.72		0.00	82.12	0.00
02/04/2019 ID	Payment Due		9,114.72	82.12	82.12		0.00
02/04/2019 FAKF		2.00	9,116.72	2.00	84.12	2.00	2.00
02/04/2019 PAY	PAY	(84.12)	9,032.60	(84.12)	0.00	(84.12)	(82.12) Payment
08/04/2019 ID	Payment Due		9,032.60		0.00	82.12	0.00
16/04/2019 ID	Payment Due		9,032.60	82.12	82.12		0.00
16/04/2019 FAKF		2.00	9,034.60	2.00	84.12	2.00	2.00
16/04/2019 PAY	PAY	(84.12)	8,950.48	(84.12)	0.00	(84.12)	(82.12) Payment
22/04/2019 ID	Payment Due		8,950.48		0.00	82.12	0.00
30/04/2019 ID	Payment Due		8,950.48	82.12	82.12		0.00
30/04/2019 FAKF		2.00	8,952.48	2.00	84.12	2.00	2.00
30/04/2019 PAY	PAY	(84.12)	8,868.36	(84.12)	0.00	(84.12)	(82.12) Payment
06/05/2019 ID	Payment Due		8,868.36		0.00	82.12	0.00
14/05/2019 ID	Payment Due		8,868.36	82.12	82.12		0.00
14/05/2019 FAKF		2.00	8,870.36	2.00	84.12	2.00	2.00
15/05/2019 PAY	PAY	(84.12)	8,786.24	(84.12)	0.00	(84.12)	(82.12) Payment
20/05/2019 ID	Payment Due		8,786.24		0.00	82.12	0.00
28/05/2019 ID	Payment Due		8,786.24	82.12	82.12		0.00
28/05/2019 FAKF		2.00	8,788.24	2.00	84.12	2.00	2.00
03/06/2019 ID	Payment Due		8,788.24		84.12	82.12	84.12

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11/06/2019 ID	Payment Due		8,788.24	82.12	166.24		84.12
11/06/2019 FAKF		2.00	8,790.24	2.00	168.24	2.00	86.12
17/06/2019 ID	Payment Due		8,790.24		168.24	82.12	168.24
25/06/2019 ID	Payment Due		8,790.24	82.12	250.36		168.24
25/06/2019 FAKF		2.00	8,792.24	2.00	252.36	2.00	170.24
01/07/2019 ID	Payment Due		8,792.24		252.36	82.12	252.36
09/07/2019 ID	Payment Due		8,792.24	82.12	334.48		252.36
09/07/2019 PAY	Payment	(82.12)	8,710.12	(82.12)	252.36	(82.12)	170.24
15/07/2019 ID	Payment Due		8,710.12		252.36	82.12	252.36
23/07/2019 ID	Payment Due		8,710.12	82.12	334.48		252.36
23/07/2019 PAY	Payment	(82.12)	8,628.00	(82.12)	252.36	(82.12)	170.24
29/07/2019 ID	Payment Due		8,628.00		252.36	82.12	252.36
06/08/2019 ID	Payment Due		8,628.00	82.12	334.48		252.36
06/08/2019 PAY	Payment	(82.12)	8,545.88	(82.12)	252.36	(82.12)	170.24
12/08/2019 ID	Payment Due		8,545.88		252.36	82.12	252.36
20/08/2019 ID	Payment Due		8,545.88	82.12	334.48		252.36
20/08/2019 PAY	Payment	(82.12)	8,463.76	(82.12)	252.36	(82.12)	170.24
26/08/2019 ID	Payment Due		8,463.76		252.36	82.12	252.36
03/09/2019 ID	Payment Due		8,463.76	82.12	334.48		252.36
03/09/2019 PAY	Payment	(82.12)	8,381.64	(82.12)	252.36	(82.12)	170.24
09/09/2019 ID	Payment Due		8,381.64		252.36	82.12	252.36
17/09/2019 ID	Payment Due		8,381.64	82.12	334.48		252.36
17/09/2019 PAY	Payment	(82.12)	8,299.52	(82.12)	252.36	(82.12)	170.24
23/09/2019 ID	Payment Due		8,299.52		252.36	82.12	252.36
01/10/2019 ID	Payment Due		8,299.52	82.12	334.48		252.36
01/10/2019 PAY	Payment	(82.12)	8,217.40	(82.12)	252.36	(82.12)	170.24
07/10/2019 ID	Payment Due		8,217.40		252.36	82.12	252.36
15/10/2019 ID	Payment Due		8,217.40	82.12	334.48		252.36
15/10/2019 PAY	Payment	(82.12)	8,135.28	(82.12)	252.36	(82.12)	170.24
21/10/2019 ID	Payment Due		8,135.28		252.36	82.12	252.36
29/10/2019 ID	Payment Due		8,135.28	82.12	334.48		252.36
29/10/2019 PAY	Payment	(82.12)	8,053.16	(82.12)	252.36	(82.12)	170.24
04/11/2019 ID	Payment Due		8,053.16		252.36	82.12	252.36
12/11/2019 ID	Payment Due		8,053.16	82.12	334.48		252.36
12/11/2019 PAY	Payment	(82.12)	7,971.04	(82.12)	252.36	(82.12)	170.24
18/11/2019 ID	Payment Due		7,971.04		252.36	82.12	252.36
26/11/2019 ID	Payment Due		7,971.04	82.12	334.48		252.36
26/11/2019 PAY	Payment	(82.12)	7,888.92	(82.12)	252.36	(82.12)	170.24
02/12/2019 ID	Payment Due		7,888.92		252.36	82.12	252.36
10/12/2019 ID	Payment Due		7,888.92	82.12	334.48		252.36
10/12/2019 PAY	Payment	(82.12)	7,806.80	(82.12)	252.36	(82.12)	170.24
16/12/2019 ID	Payment Due		7,806.80		252.36	82.12	252.36
24/12/2019 ID	Payment Due		7,806.80	82.12	334.48		252.36
24/12/2019 PAY	Payment	(82.12)	7,724.68	(82.12)	252.36	(82.12)	170.24
30/12/2019 ID	Payment Due		7,724.68		252.36	82.12	252.36
07/01/2020 ID	Payment Due		7,724.68	82.12	334.48		252.36
07/01/2020 PAY	Payment	(82.12)	7,642.56	(82.12)	252.36	(82.12)	170.24
13/01/2020 ID	Payment Due		7,642.56		252.36	82.12	252.36
21/01/2020 ID	Payment Due		7,642.56	82.12	334.48		252.36
21/01/2020 PAY	Payment	(82.12)	7,560.44	(82.12)	252.36	(82.12)	170.24
27/01/2020 ID	Payment Due		7,560.44		252.36	82.12	252.36
04/02/2020 ID	Payment Due		7,560.44	82.12	334.48		252.36
04/02/2020 PAY	Payment	(82.12)	7,478.32	(82.12)	252.36	(82.12)	170.24
10/02/2020 ID	Payment Due		7,478.32		252.36	82.12	252.36
18/02/2020 ID	Payment Due		7,478.32	82.12	334.48		252.36
18/02/2020 PAY	Payment	(82.12)	7,396.20	(82.12)	252.36	(82.12)	170.24
24/02/2020 ID	Payment Due		7,396.20		252.36	82.12	252.36
03/03/2020 ID	Payment Due		7,396.20	82.12	334.48		252.36
03/03/2020 PAY	Payment	(82.12)	7,314.08	(82.12)	252.36	(82.12)	170.24
09/03/2020 ID	Payment Due		7,314.08		252.36	82.12	252.36
17/03/2020 ID	Payment Due		7,314.08	82.12	334.48		252.36
17/03/2020 PAY	Payment	(82.12)	7,231.96	(82.12)	252.36	(82.12)	170.24
23/03/2020 ID	Payment Due		7,231.96		252.36	82.12	252.36
31/03/2020 ID	Payment Due		7,231.96	82.12	334.48		252.36
31/03/2020 PAY	Payment	(82.12)	7,149.84	(82.12)	252.36	(82.12)	170.24
06/04/2020 ID	Payment Due		7,149.84		252.36	82.12	252.36

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14/04/2020 ID	Payment Due		7,149.84	82.12	334.48		252.36
14/04/2020 PAY	Payment	(82.12)	7,067.72	(82.12)	252.36	(82.12)	170.24
20/04/2020 ID	Payment Due		7,067.72		252.36	82.12	252.36
28/04/2020 ID	Payment Due		7,067.72	82.12	334.48		252.36
28/04/2020 PAY	Payment	(82.12)	6,985.60	(82.12)	252.36	(82.12)	170.24
04/05/2020 ID	Payment Due		6,985.60		252.36	82.12	252.36
12/05/2020 ID	Payment Due		6,985.60	82.12	334.48		252.36
12/05/2020 PAY	Payment	(82.12)	6,903.48	(82.12)	252.36	(82.12)	170.24
18/05/2020 ID	Payment Due		6,903.48		252.36	82.12	252.36
26/05/2020 ID	Payment Due		6,903.48	82.12	334.48		252.36
26/05/2020 PAY	Payment	(82.12)	6,821.36	(82.12)	252.36	(82.12)	170.24
01/06/2020 ID	Payment Due		6,821.36		252.36	82.12	252.36
09/06/2020 ID	Payment Due		6,821.36	82.12	334.48		252.36
09/06/2020 PAY	Payment	(82.12)	6,739.24	(82.12)	252.36	(82.12)	170.24
15/06/2020 ID	Payment Due		6,739.24		252.36	82.12	252.36
23/06/2020 ID	Payment Due		6,739.24	82.12	334.48		252.36
23/06/2020 PAY	Payment	(82.12)	6,657.12	(82.12)	252.36	(82.12)	170.24
29/06/2020 ID	Payment Due		6,657.12		252.36	82.12	252.36
07/07/2020 ID	Payment Due		6,657.12	82.12	334.48		252.36
07/07/2020 PAY	Payment	(82.12)	6,575.00	(82.12)	252.36	(82.12)	170.24
13/07/2020 ID	Payment Due		6,575.00		252.36	82.12	252.36
21/07/2020 ID	Payment Due		6,575.00	82.12	334.48		252.36
21/07/2020 PAY	Payment	(82.12)	6,492.88	(82.12)	252.36	(82.12)	170.24
27/07/2020 ID	Payment Due		6,492.88		252.36	82.12	252.36
04/08/2020 ID	Payment Due		6,492.88	82.12	334.48		252.36
04/08/2020 PAY	Payment	(82.12)	6,410.76	(82.12)	252.36	(82.12)	170.24
10/08/2020 ID	Payment Due		6,410.76		252.36	82.12	252.36
18/08/2020 ID	Payment Due		6,410.76	82.12	334.48		252.36
18/08/2020 PAY	Payment	(82.12)	6,328.64	(82.12)	252.36	(82.12)	170.24
24/08/2020 ID	Payment Due		6,328.64		252.36	82.12	252.36
01/09/2020 ID	Payment Due		6,328.64	82.12	334.48		252.36
01/09/2020 PAY	Payment	(82.12)	6,246.52	(82.12)	252.36	(82.12)	170.24
07/09/2020 ID	Payment Due		6,246.52		252.36	82.12	252.36
15/09/2020 ID	Payment Due		6,246.52	82.12	334.48		252.36
15/09/2020 PAY	Payment	(82.12)	6,164.40	(82.12)	252.36	(82.12)	170.24
21/09/2020 ID	Payment Due		6,164.40		252.36	82.12	252.36
29/09/2020 ID	Payment Due		6,164.40	82.12	334.48		252.36
29/09/2020 PAY	Payment	(82.12)	6,082.28	(82.12)	252.36	(82.12)	170.24
05/10/2020 ID	Payment Due		6,082.28		252.36	82.12	252.36
13/10/2020 ID	Payment Due		6,082.28	82.12	334.48		252.36
13/10/2020 PAY	Payment	(82.12)	6,000.16	(82.12)	252.36	(82.12)	170.24
19/10/2020 ID	Payment Due		6,000.16		252.36	82.12	252.36
27/10/2020 ID	Payment Due		6,000.16	82.12	334.48		252.36
27/10/2020 PAY	Payment	(82.12)	5,918.04	(82.12)	252.36	(82.12)	170.24
02/11/2020 ID	Payment Due		5,918.04		252.36	82.12	252.36
10/11/2020 ID	Payment Due		5,918.04	82.12	334.48		252.36
10/11/2020 PAY	Payment	(82.12)	5,835.92	(82.12)	252.36	(82.12)	170.24
16/11/2020 ID	Payment Due		5,835.92		252.36	82.12	252.36
24/11/2020 ID	Payment Due		5,835.92	82.12	334.48		252.36
24/11/2020 PAY	Payment	(82.12)	5,753.80	(82.12)	252.36	(82.12)	170.24
30/11/2020 ID	Payment Due		5,753.80		252.36	82.12	252.36
08/12/2020 ID	Payment Due		5,753.80	82.12	334.48		252.36
08/12/2020 PAY	Payment	(82.12)	5,671.68	(82.12)	252.36	(82.12)	170.24
14/12/2020 ID	Payment Due		5,671.68		252.36	82.12	252.36
22/12/2020 ID	Payment Due		5,671.68	82.12	334.48		252.36
22/12/2020 PAY	Payment	(82.12)	5,589.56	(82.12)	252.36	(82.12)	170.24
28/12/2020 ID	Payment Due		5,589.56		252.36	82.12	252.36
05/01/2021 ID	Payment Due		5,589.56	82.12	334.48		252.36
05/01/2021 PAY	Payment	(82.12)	5,507.44	(82.12)	252.36	(82.12)	170.24
11/01/2021 ID	Payment Due		5,507.44		252.36	82.12	252.36
19/01/2021 ID	Payment Due		5,507.44	82.12	334.48		252.36
19/01/2021 PAY	Payment	(82.12)	5,425.32	(82.12)	252.36	(82.12)	170.24
25/01/2021 ID	Payment Due		5,425.32		252.36	82.12	252.36
02/02/2021 ID	Payment Due		5,425.32	82.12	334.48		252.36
02/02/2021 PAY	Payment	(82.12)	5,343.20	(82.12)	252.36	(82.12)	170.24
08/02/2021 ID	Payment Due		5,343.20		252.36	82.12	252.36

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16/02/2021 ID	Payment Due		5,343.20	82.12	334.48		252.36
16/02/2021 PAY	Payment	(82.12)	5,261.08	(82.12)	252.36	(82.12)	170.24
22/02/2021 ID	Payment Due		5,261.08		252.36	82.12	252.36
02/03/2021 ID	Payment Due		5,261.08	82.12	334.48		252.36
02/03/2021 PAY	Payment	(82.12)	5,178.96	(82.12)	252.36	(82.12)	170.24
08/03/2021 ID	Payment Due		5,178.96		252.36	82.12	252.36
16/03/2021 ID	Payment Due		5,178.96	82.12	334.48		252.36
16/03/2021 PAY	Payment	(82.12)	5,096.84	(82.12)	252.36	(82.12)	170.24
22/03/2021 ID	Payment Due		5,096.84		252.36	82.12	252.36
30/03/2021 ID	Payment Due		5,096.84	82.12	334.48		252.36
30/03/2021 PAY	Payment	(82.12)	5,014.72	(82.12)	252.36	(82.12)	170.24
05/04/2021 ID	Payment Due		5,014.72		252.36	82.12	252.36
13/04/2021 ID	Payment Due		5,014.72	82.12	334.48		252.36
13/04/2021 PAY	Payment	(82.12)	4,932.60	(82.12)	252.36	(82.12)	170.24
19/04/2021 ID	Payment Due		4,932.60		252.36	82.12	252.36
27/04/2021 ID	Payment Due		4,932.60	82.12	334.48		252.36
27/04/2021 PAY	Payment	(82.12)	4,850.48	(82.12)	252.36	(82.12)	170.24
03/05/2021 ID	Payment Due		4,850.48		252.36	82.12	252.36
11/05/2021 ID	Payment Due		4,850.48	82.12	334.48		252.36
11/05/2021 PAY	Payment	(82.12)	4,768.36	(82.12)	252.36	(82.12)	170.24
17/05/2021 ID	Payment Due		4,768.36		252.36	82.12	252.36
25/05/2021 ID	Payment Due		4,768.36	82.12	334.48		252.36
25/05/2021 PAY	Payment	(82.12)	4,686.24	(82.12)	252.36	(82.12)	170.24
31/05/2021 ID	Payment Due		4,686.24		252.36	82.12	252.36
08/06/2021 ID	Payment Due		4,686.24	82.12	334.48		252.36
08/06/2021 PAY	Payment	(82.12)	4,604.12	(82.12)	252.36	(82.12)	170.24
14/06/2021 ID	Payment Due		4,604.12		252.36	82.12	252.36
22/06/2021 ID	Payment Due		4,604.12	82.12	334.48		252.36
22/06/2021 PAY	Payment	(82.12)	4,522.00	(82.12)	252.36	(82.12)	170.24
28/06/2021 ID	Payment Due		4,522.00		252.36	82.12	252.36
06/07/2021 ID	Payment Due		4,522.00	82.12	334.48		252.36
06/07/2021 PAY	Payment	(82.12)	4,439.88	(82.12)	252.36	(82.12)	170.24
12/07/2021 ID	Payment Due		4,439.88		252.36	82.12	252.36
20/07/2021 ID	Payment Due		4,439.88	82.12	334.48		252.36
20/07/2021 PAY	Payment	(82.12)	4,357.76	(82.12)	252.36	(82.12)	170.24
26/07/2021 ID	Payment Due		4,357.76		252.36	82.12	252.36
03/08/2021 ID	Payment Due		4,357.76	82.12	334.48		252.36
03/08/2021 PAY	Payment	(82.12)	4,275.64	(82.12)	252.36	(82.12)	170.24
09/08/2021 ID	Payment Due		4,275.64		252.36	82.12	252.36
17/08/2021 ID	Payment Due		4,275.64	82.12	334.48		252.36
17/08/2021 PAY	Payment	(82.12)	4,193.52	(82.12)	252.36	(82.12)	170.24
23/08/2021 ID	Payment Due		4,193.52		252.36	82.12	252.36
31/08/2021 ID	Payment Due		4,193.52	82.12	334.48		252.36
31/08/2021 PAY	Payment	(82.12)	4,111.40	(82.12)	252.36	(82.12)	170.24
06/09/2021 ID	Payment Due		4,111.40		252.36	82.12	252.36
14/09/2021 ID	Payment Due		4,111.40	82.12	334.48		252.36
14/09/2021 PAY	Payment	(82.12)	4,029.28	(82.12)	252.36	(82.12)	170.24
20/09/2021 ID	Payment Due		4,029.28		252.36	82.12	252.36
28/09/2021 ID	Payment Due		4,029.28	82.12	334.48		252.36
28/09/2021 PAY	Payment	(82.12)	3,947.16	(82.12)	252.36	(82.12)	170.24
04/10/2021 ID	Payment Due		3,947.16		252.36	82.12	252.36
12/10/2021 ID	Payment Due		3,947.16	82.12	334.48		252.36
12/10/2021 PAY	Payment	(82.12)	3,865.04	(82.12)	252.36	(82.12)	170.24
18/10/2021 ID	Payment Due		3,865.04		252.36	82.12	252.36
26/10/2021 ID	Payment Due		3,865.04	82.12	334.48		252.36
26/10/2021 PAY	Payment	(82.12)	3,782.92	(82.12)	252.36	(82.12)	170.24
01/11/2021 ID	Payment Due		3,782.92		252.36	82.12	252.36
09/11/2021 ID	Payment Due		3,782.92	82.12	334.48		252.36
09/11/2021 PAY	Payment	(82.12)	3,700.80	(82.12)	252.36	(82.12)	170.24
15/11/2021 ID	Payment Due		3,700.80		252.36	82.12	252.36
23/11/2021 ID	Payment Due		3,700.80	82.12	334.48		252.36
23/11/2021 PAY	Payment	(82.12)	3,618.68	(82.12)	252.36	(82.12)	170.24
29/11/2021 ID	Payment Due		3,618.68		252.36	82.12	252.36
07/12/2021 ID	Payment Due		3,618.68	82.12	334.48		252.36
07/12/2021 PAY	Payment	(82.12)	3,536.56	(82.12)	252.36	(82.12)	170.24
13/12/2021 ID	Payment Due		3,536.56		252.36	82.12	252.36

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21/12/2021 ID	Payment Due		3,536.56	82.12	334.48		252.36
21/12/2021 PAY	Payment	(82.12)	3,454.44	(82.12)	252.36	(82.12)	170.24
27/12/2021 ID	Payment Due		3,454.44		252.36	82.12	252.36
04/01/2022 ID	Payment Due		3,454.44	82.12	334.48		252.36
04/01/2022 PAY	Payment	(82.12)	3,372.32	(82.12)	252.36	(82.12)	170.24
10/01/2022 ID	Payment Due		3,372.32		252.36	82.12	252.36
18/01/2022 ID	Payment Due		3,372.32	82.12	334.48		252.36
18/01/2022 PAY	Payment	(82.12)	3,290.20	(82.12)	252.36	(82.12)	170.24
24/01/2022 ID	Payment Due		3,290.20		252.36	82.12	252.36
01/02/2022 ID	Payment Due		3,290.20	82.12	334.48		252.36
01/02/2022 PAY	Payment	(82.12)	3,208.08	(82.12)	252.36	(82.12)	170.24
07/02/2022 ID	Payment Due		3,208.08		252.36	82.12	252.36
15/02/2022 ID	Payment Due		3,208.08	82.12	334.48		252.36
15/02/2022 PAY	Payment	(82.12)	3,125.96	(82.12)	252.36	(82.12)	170.24
21/02/2022 ID	Payment Due		3,125.96		252.36	82.12	252.36
01/03/2022 ID	Payment Due		3,125.96	82.12	334.48		252.36
01/03/2022 PAY	Payment	(82.12)	3,043.84	(82.12)	252.36	(82.12)	170.24
07/03/2022 ID	Payment Due		3,043.84		252.36	82.12	252.36
15/03/2022 ID	Payment Due		3,043.84	82.12	334.48		252.36
15/03/2022 PAY	Payment	(82.12)	2,961.72	(82.12)	252.36	(82.12)	170.24
21/03/2022 ID	Payment Due		2,961.72		252.36	82.12	252.36
29/03/2022 ID	Payment Due		2,961.72	82.12	334.48		252.36
29/03/2022 PAY	Payment	(82.12)	2,879.60	(82.12)	252.36	(82.12)	170.24
04/04/2022 ID	Payment Due		2,879.60		252.36	82.12	252.36
12/04/2022 ID	Payment Due		2,879.60	82.12	334.48		252.36
12/04/2022 PAY	Payment	(82.12)	2,797.48	(82.12)	252.36	(82.12)	170.24
18/04/2022 ID	Payment Due		2,797.48		252.36	82.12	252.36
26/04/2022 ID	Payment Due		2,797.48	82.12	334.48		252.36
26/04/2022 PAY	Payment	(82.12)	2,715.36	(82.12)	252.36	(82.12)	170.24
02/05/2022 ID	Payment Due		2,715.36		252.36	82.12	252.36
10/05/2022 ID	Payment Due		2,715.36	82.12	334.48		252.36
10/05/2022 PAY	Payment	(82.12)	2,633.24	(82.12)	252.36	(82.12)	170.24
16/05/2022 ID	Payment Due		2,633.24		252.36	82.12	252.36
24/05/2022 ID	Payment Due		2,633.24	82.12	334.48		252.36
24/05/2022 PAY	Payment	(82.12)	2,551.12	(82.12)	252.36	(82.12)	170.24
30/05/2022 ID	Payment Due		2,551.12		252.36	82.12	252.36
07/06/2022 ID	Payment Due		2,551.12	82.12	334.48		252.36
07/06/2022 PAY	Payment	(82.12)	2,469.00	(82.12)	252.36	(82.12)	170.24
13/06/2022 ID	Payment Due		2,469.00		252.36	82.12	252.36
21/06/2022 ID	Payment Due		2,469.00	82.12	334.48		252.36
21/06/2022 PAY	Payment	(82.12)	2,386.88	(82.12)	252.36	(82.12)	170.24
27/06/2022 ID	Payment Due		2,386.88		252.36	82.12	252.36
05/07/2022 ID	Payment Due		2,386.88	82.12	334.48		252.36
05/07/2022 PAY	Payment	(82.12)	2,304.76	(82.12)	252.36	(82.12)	170.24
11/07/2022 ID	Payment Due		2,304.76		252.36	82.12	252.36
19/07/2022 ID	Payment Due		2,304.76	82.12	334.48		252.36
19/07/2022 PAY	Payment	(82.12)	2,222.64	(82.12)	252.36	(82.12)	170.24
25/07/2022 ID	Payment Due		2,222.64		252.36	82.12	252.36
02/08/2022 ID	Payment Due		2,222.64	82.12	334.48		252.36
02/08/2022 PAY	Payment	(82.12)	2,140.52	(82.12)	252.36	(82.12)	170.24
08/08/2022 ID	Payment Due		2,140.52		252.36	82.12	252.36
16/08/2022 ID	Payment Due		2,140.52	82.12	334.48		252.36
16/08/2022 PAY	Payment	(82.12)	2,058.40	(82.12)	252.36	(82.12)	170.24
22/08/2022 ID	Payment Due		2,058.40		252.36	82.12	252.36
30/08/2022 ID	Payment Due		2,058.40	82.12	334.48		252.36
30/08/2022 PAY	Payment	(82.12)	1,976.28	(82.12)	252.36	(82.12)	170.24
05/09/2022 ID	Payment Due		1,976.28		252.36	82.12	252.36
13/09/2022 ID	Payment Due		1,976.28	82.12	334.48		252.36
13/09/2022 PAY	Payment	(82.12)	1,894.16	(82.12)	252.36	(82.12)	170.24
19/09/2022 ID	Payment Due		1,894.16		252.36	82.12	252.36
27/09/2022 ID	Payment Due		1,894.16	82.12	334.48		252.36
27/09/2022 PAY	Payment	(82.12)	1,812.04	(82.12)	252.36	(82.12)	170.24
03/10/2022 ID	Payment Due		1,812.04		252.36	82.12	252.36
11/10/2022 ID	Payment Due		1,812.04	82.12	334.48		252.36
11/10/2022 PAY	Payment	(82.12)	1,729.92	(82.12)	252.36	(82.12)	170.24
17/10/2022 ID	Payment Due		1,729.92		252.36	82.12	252.36

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25/10/2022 ID	Payment Due		1,729.92	82.12	334.48		252.36
25/10/2022 PAY	Payment	(82.12)	1,647.80	(82.12)	252.36	(82.12)	170.24
31/10/2022 ID	Payment Due		1,647.80		252.36	82.12	252.36
08/11/2022 ID	Payment Due		1,647.80	82.12	334.48		252.36
08/11/2022 PAY	Payment	(82.12)	1,565.68	(82.12)	252.36	(82.12)	170.24
14/11/2022 ID	Payment Due		1,565.68		252.36	82.12	252.36
22/11/2022 ID	Payment Due		1,565.68	82.12	334.48		252.36
22/11/2022 PAY	Payment	(82.12)	1,483.56	(82.12)	252.36	(82.12)	170.24
28/11/2022 ID	Payment Due		1,483.56		252.36	82.12	252.36
06/12/2022 ID	Payment Due		1,483.56	82.12	334.48		252.36
06/12/2022 PAY	Payment	(82.12)	1,401.44	(82.12)	252.36	(82.12)	170.24
12/12/2022 ID	Payment Due		1,401.44		252.36	82.12	252.36
20/12/2022 ID	Payment Due		1,401.44	82.12	334.48		252.36
20/12/2022 PAY	Payment	(82.12)	1,319.32	(82.12)	252.36	(82.12)	170.24
26/12/2022 ID	Payment Due		1,319.32		252.36	82.12	252.36
03/01/2023 ID	Payment Due		1,319.32	82.12	334.48		252.36
03/01/2023 PAY	Payment	(82.12)	1,237.20	(82.12)	252.36	(82.12)	170.24
09/01/2023 ID	Payment Due		1,237.20		252.36	82.12	252.36
17/01/2023 ID	Payment Due		1,237.20	82.12	334.48		252.36
17/01/2023 PAY	Payment	(82.12)	1,155.08	(82.12)	252.36	(82.12)	170.24
23/01/2023 ID	Payment Due		1,155.08		252.36	82.12	252.36
31/01/2023 ID	Payment Due		1,155.08	82.12	334.48		252.36
31/01/2023 PAY	Payment	(82.12)	1,072.96	(82.12)	252.36	(82.12)	170.24
06/02/2023 ID	Payment Due		1,072.96		252.36	82.12	252.36
14/02/2023 ID	Payment Due		1,072.96	82.12	334.48		252.36
14/02/2023 PAY	Payment	(82.12)	990.84	(82.12)	252.36	(82.12)	170.24
20/02/2023 ID	Payment Due		990.84		252.36	82.12	252.36
28/02/2023 ID	Payment Due		990.84	82.12	334.48		252.36
28/02/2023 PAY	Payment	(82.12)	908.72	(82.12)	252.36	(82.12)	170.24
06/03/2023 ID	Payment Due		908.72		252.36	82.12	252.36
14/03/2023 ID	Payment Due		908.72	82.12	334.48		252.36
14/03/2023 PAY	Payment	(82.12)	826.60	(82.12)	252.36	(82.12)	170.24
20/03/2023 ID	Payment Due		826.60		252.36	82.12	252.36
28/03/2023 ID	Payment Due		826.60	82.12	334.48		252.36
28/03/2023 PAY	Payment	(82.12)	744.48	(82.12)	252.36	(82.12)	170.24
03/04/2023 ID	Payment Due		744.48		252.36	82.12	252.36
11/04/2023 ID	Payment Due		744.48	82.12	334.48		252.36
11/04/2023 PAY	Payment	(82.12)	662.36	(82.12)	252.36	(82.12)	170.24
17/04/2023 ID	Payment Due		662.36		252.36	82.12	252.36
25/04/2023 ID	Payment Due		662.36	82.12	334.48		252.36
25/04/2023 PAY	Payment	(82.12)	580.24	(82.12)	252.36	(82.12)	170.24
01/05/2023 ID	Payment Due		580.24		252.36	82.12	252.36
09/05/2023 ID	Payment Due		580.24	82.12	334.48		252.36
09/05/2023 PAY	Payment	(82.12)	498.12	(82.12)	252.36	(82.12)	170.24
15/05/2023 ID	Payment Due		498.12		252.36	82.12	252.36
23/05/2023 ID	Payment Due		498.12	82.12	334.48		252.36
23/05/2023 PAY	Payment	(82.12)	416.00	(82.12)	252.36	(82.12)	170.24
29/05/2023 ID	Payment Due		416.00		252.36	82.12	252.36
06/06/2023 ID	Payment Due		416.00	82.12	334.48		252.36
06/06/2023 PAY	Payment	(82.12)	333.88	(82.12)	252.36	(82.12)	170.24
12/06/2023 ID	Payment Due		333.88		252.36	82.12	252.36
20/06/2023 ID	Payment Due		333.88	81.52	333.88		252.36
20/06/2023 PAY	Payment	(82.12)	251.76	(82.12)	251.76	(82.12)	170.24
26/06/2023 ID	Payment Due		251.76		251.76	81.52	251.76
04/07/2023 PAY	Payment	(82.12)	169.64	(82.12)	169.64	(82.12)	169.64
18/07/2023 PAY	Payment	(82.12)	87.52	(82.12)	87.52	(82.12)	87.52
01/08/2023 PAY	Payment	(82.12)	5.40	(82.12)	5.40	(82.12)	5.40
15/08/2023 PAY	Payment	(5.40)	0.00	(5.40)	0.00	(5.40)	0.00

Status

Summary

Balance:	\$8,792.24	Next Payment \$82.12 due 09/07/2019
Total Advances:	\$10,600.00	Opened on 12/07/2018
Credit Limit:	\$10,675.00	Available Credit \$1,882.76
Overdue:	\$252.36	35 days as at 02/07/2019

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Contractual:	\$252.36	29 days as at 02/07/2019
Total Payments:	\$1,954.62	Last Payment \$84.12 on 15/05/2019
Arrangement:	15/05/2019	\$82.12 Fortnightly
Maturity Date:	26/06/2023	
Projected Final Date:	15/08/2023	50 days past Maturity
INFO: 1 promises pending.		

Credit Limits

	Facility Draw-Down Limit
Facility Credit Limit	10,675.00
Facility Total Balance	8,792.24
Available Credit	\$1,882.76

Workflows (Incomplete)

Opened	Workflow	Description	Current Item	Allocated
27/12/2018	10030950	Customer Collections Workflow	Would you like to call the customer?	

Overdues (as at 02/07/2019)

1-30 days	168.24
31-60 days	84.12
Total	\$252.36

Overdue Transactions

Date Type	Reference	Notes	Overdue	Original
28/05/2019 Payment Due			82.12	
28/05/2019			2.00	
11/06/2019 Payment Due			82.12	
11/06/2019			2.00	
25/06/2019 Payment Due			82.12	
25/06/2019			2.00	

Contractual Overdues (as at 02/07/2019)

1-30 days	252.36
Total	\$252.36

Contractual Overdue Transactions

Date	Unadjusted	Type	Reference	Notes	Overdue	Original
03/06/2019	28/05/2019				2.00	
03/06/2019		Payment Due			82.12	
11/06/2019					2.00	
17/06/2019		Payment Due			82.12	
25/06/2019					2.00	
01/07/2019		Payment Due			82.12	

Monitoring

Origination

Category:	PAID, Funds have been disbursed to the Vendor
Started:	20/03/2018 469 days ago
Moved to 'PAID':	12/07/2018 355 days ago

Overdue

Not monitored.

Suspension

INFO: Not suspended.

Statements

Frequency: **On Demand**

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Last Date:

Workflows

Status	Opened Workflow	Description	Type	Categor	Allocated	Recall	Closed
Closed	20/03/2018 10013381	Customer Origination Workflow	CUST.ORIG	Originati			12/07/2018
Open	27/12/2018 10030950	Customer Collections Workflow	CUST.COLL	Overdue			

Payment Details

Payment Details

Pay Method: S.DD, Direct Debit
Stopped to: 20/08/2019 (including this date)
BSB: 063677
Commonwealth Bank of Australia (CBA), Warragul
Account No: 10008665
Name: XXXXXXXXXX
Reference: [Accld] resolves to 15344

WARNING: Payments dated on or before 20/08/2019 will not be Direct Debited.

Payment Arrangements

Details: 2 Payment Arrangements recorded

Current Arrangement

Dated: 15/05/2019
Type: PTP
By: XXXXXXXXXX
Reason: FROM: XXXXXXXXXX@sms.clicksend.com
(XXXXXXXXXX@sms.clicksend.com)
TO: Brighte Customer Care
SENT: 15/05/2019 11:52AM
RECEIVED: 15/05/2019 11:53AM

You've received a reply from XXXXXXXXXX:
Its direct debit ok there should be money there

Original Message on Wed, May 15, 2019 11:49 AM:
Hi XXXXXXXXXX, a friendly reminder, your account 15344 with Brighte is currently overdue \$84.12. Please reply "Y" to setup a redraw within the next 2 business days and we will reverse the late payment fee of \$4.99 that has been charged to your account. Otherwise please contact us on 1300 274 448 to arrange payment.
Thanks

— ClickSend.com

Payments: \$82.12 Fortnightly
First Payment: 28/05/2019
Final Payment: 20/06/2023
Promises: Promise complete. Final Promise was on 15/05/2019.

INFO: 1 promises pending.
INFO: Overdue Balance when Arrangement made was \$84.12.
INFO: Contractual Overdue Balance when Arrangement made was \$2.00.

BPAY Customer Reference Number

0153445

Payment Statistics

Total Payments: \$1,954.62
Last Payment: \$84.12 on 15/05/2019
Next Payment: \$82.12 on 09/07/2019

Bank Matches

INFO: No Bank Matches recorded.
HELP: Bank Matches are used when importing Bank Statement information to match the information to this Account.

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Payment Schedule

WARNING: Overdue \$252.36

Date	Reference	Notes	Value
09/07/2019	Payment		82.12
23/07/2019	Payment		82.12
06/08/2019	Payment		82.12
20/08/2019	Payment		82.12
03/09/2019	Payment		82.12
17/09/2019	Payment		82.12
01/10/2019	Payment		82.12
15/10/2019	Payment		82.12
29/10/2019	Payment		82.12
12/11/2019	Payment		82.12
26/11/2019	Payment		82.12
10/12/2019	Payment		82.12
24/12/2019	Payment		82.12
07/01/2020	Payment		82.12
21/01/2020	Payment		82.12
04/02/2020	Payment		82.12
18/02/2020	Payment		82.12
03/03/2020	Payment		82.12
17/03/2020	Payment		82.12
31/03/2020	Payment		82.12
14/04/2020	Payment		82.12
28/04/2020	Payment		82.12
12/05/2020	Payment		82.12
26/05/2020	Payment		82.12
09/06/2020	Payment		82.12
23/06/2020	Payment		82.12
07/07/2020	Payment		82.12
21/07/2020	Payment		82.12
04/08/2020	Payment		82.12
18/08/2020	Payment		82.12
01/09/2020	Payment		82.12
15/09/2020	Payment		82.12
29/09/2020	Payment		82.12
13/10/2020	Payment		82.12
27/10/2020	Payment		82.12
10/11/2020	Payment		82.12
24/11/2020	Payment		82.12
08/12/2020	Payment		82.12
22/12/2020	Payment		82.12
05/01/2021	Payment		82.12
19/01/2021	Payment		82.12
02/02/2021	Payment		82.12
16/02/2021	Payment		82.12
02/03/2021	Payment		82.12
16/03/2021	Payment		82.12
30/03/2021	Payment		82.12
13/04/2021	Payment		82.12
27/04/2021	Payment		82.12
11/05/2021	Payment		82.12
25/05/2021	Payment		82.12
08/06/2021	Payment		82.12
22/06/2021	Payment		82.12
06/07/2021	Payment		82.12
20/07/2021	Payment		82.12
03/08/2021	Payment		82.12
17/08/2021	Payment		82.12
31/08/2021	Payment		82.12
14/09/2021	Payment		82.12
28/09/2021	Payment		82.12
12/10/2021	Payment		82.12
26/10/2021	Payment		82.12
09/11/2021	Payment		82.12

Payment Schedule (Overdues paid today)

Date	Reference	Notes	Value
02/07/2019	Payment	Payment to clear Overdue	252.36
09/07/2019	Payment		82.12
23/07/2019	Payment		82.12
06/08/2019	Payment		82.12
20/08/2019	Payment		82.12
03/09/2019	Payment		82.12
17/09/2019	Payment		82.12
01/10/2019	Payment		82.12
15/10/2019	Payment		82.12
29/10/2019	Payment		82.12
12/11/2019	Payment		82.12
26/11/2019	Payment		82.12
10/12/2019	Payment		82.12
24/12/2019	Payment		82.12
07/01/2020	Payment		82.12
21/01/2020	Payment		82.12
04/02/2020	Payment		82.12
18/02/2020	Payment		82.12
03/03/2020	Payment		82.12
17/03/2020	Payment		82.12
31/03/2020	Payment		82.12
14/04/2020	Payment		82.12
28/04/2020	Payment		82.12
12/05/2020	Payment		82.12
26/05/2020	Payment		82.12
09/06/2020	Payment		82.12
23/06/2020	Payment		82.12
07/07/2020	Payment		82.12
21/07/2020	Payment		82.12
04/08/2020	Payment		82.12
18/08/2020	Payment		82.12
01/09/2020	Payment		82.12
15/09/2020	Payment		82.12
29/09/2020	Payment		82.12
13/10/2020	Payment		82.12
27/10/2020	Payment		82.12
10/11/2020	Payment		82.12
24/11/2020	Payment		82.12
08/12/2020	Payment		82.12
22/12/2020	Payment		82.12
05/01/2021	Payment		82.12
19/01/2021	Payment		82.12
02/02/2021	Payment		82.12
16/02/2021	Payment		82.12
02/03/2021	Payment		82.12
16/03/2021	Payment		82.12
30/03/2021	Payment		82.12
13/04/2021	Payment		82.12
27/04/2021	Payment		82.12
11/05/2021	Payment		82.12
25/05/2021	Payment		82.12
08/06/2021	Payment		82.12
22/06/2021	Payment		82.12
06/07/2021	Payment		82.12
20/07/2021	Payment		82.12
03/08/2021	Payment		82.12
17/08/2021	Payment		82.12
31/08/2021	Payment		82.12
14/09/2021	Payment		82.12
28/09/2021	Payment		82.12
12/10/2021	Payment		82.12
26/10/2021	Payment		82.12
09/11/2021	Payment		82.12

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23/11/2021 Payment	82.12	23/11/2021 Payment	82.12
07/12/2021 Payment	82.12	07/12/2021 Payment	82.12
21/12/2021 Payment	82.12	21/12/2021 Payment	82.12
04/01/2022 Payment	82.12	04/01/2022 Payment	82.12
18/01/2022 Payment	82.12	18/01/2022 Payment	82.12
01/02/2022 Payment	82.12	01/02/2022 Payment	82.12
15/02/2022 Payment	82.12	15/02/2022 Payment	82.12
01/03/2022 Payment	82.12	01/03/2022 Payment	82.12
15/03/2022 Payment	82.12	15/03/2022 Payment	82.12
29/03/2022 Payment	82.12	29/03/2022 Payment	82.12
12/04/2022 Payment	82.12	12/04/2022 Payment	82.12
26/04/2022 Payment	82.12	26/04/2022 Payment	82.12
10/05/2022 Payment	82.12	10/05/2022 Payment	82.12
24/05/2022 Payment	82.12	24/05/2022 Payment	82.12
07/06/2022 Payment	82.12	07/06/2022 Payment	82.12
21/06/2022 Payment	82.12	21/06/2022 Payment	82.12
05/07/2022 Payment	82.12	05/07/2022 Payment	82.12
19/07/2022 Payment	82.12	19/07/2022 Payment	82.12
02/08/2022 Payment	82.12	02/08/2022 Payment	82.12
16/08/2022 Payment	82.12	16/08/2022 Payment	82.12
30/08/2022 Payment	82.12	30/08/2022 Payment	82.12
13/09/2022 Payment	82.12	13/09/2022 Payment	82.12
27/09/2022 Payment	82.12	27/09/2022 Payment	82.12
11/10/2022 Payment	82.12	11/10/2022 Payment	82.12
25/10/2022 Payment	82.12	25/10/2022 Payment	82.12
08/11/2022 Payment	82.12	08/11/2022 Payment	82.12
22/11/2022 Payment	82.12	22/11/2022 Payment	82.12
06/12/2022 Payment	82.12	06/12/2022 Payment	82.12
20/12/2022 Payment	82.12	20/12/2022 Payment	82.12
03/01/2023 Payment	82.12	03/01/2023 Payment	82.12
17/01/2023 Payment	82.12	17/01/2023 Payment	82.12
31/01/2023 Payment	82.12	31/01/2023 Payment	82.12
14/02/2023 Payment	82.12	14/02/2023 Payment	82.12
28/02/2023 Payment	82.12	28/02/2023 Payment	82.12
14/03/2023 Payment	82.12	14/03/2023 Payment	82.12
28/03/2023 Payment	82.12	28/03/2023 Payment	82.12
11/04/2023 Payment	82.12	11/04/2023 Payment	82.12
25/04/2023 Payment	82.12	25/04/2023 Payment	82.12
09/05/2023 Payment	82.12	09/05/2023 Payment	82.12
23/05/2023 Payment	82.12	23/05/2023 Payment	82.12
06/06/2023 Payment	82.12	06/06/2023 Payment	82.12
20/06/2023 Payment	82.12	20/06/2023 Payment	81.52
04/07/2023 Payment	82.12		
18/07/2023 Payment	82.12		
01/08/2023 Payment	82.12		
15/08/2023 Payment	5.40		

Payment Arrangements

Creator	Date	UserStatus	By Whom	Arrangement Type	Reason
JJURD	15/08/2018			Payment Date Adjustment	From: [REDACTED] Sent: Tuesday, 14 August 2018 8:02 AM To: [REDACTED]@brighte.com.au Subject: Brighte Ref. 15344 - Change of Repayment Schedule Hi [REDACTED] Requesting to change the repayment schedule from 27 August 2018 to 21 August 2018 and every fortnight thereafter as per client's request to align with the pay cycle. Kind Regards, [REDACTED] Settlements Officer
GPRIETO	15/05/2019			PTP	FROM: [REDACTED]@sms.clicksend.com ([REDACTED]@sms.clicksend.com) TO: Brighte Customer Care SENT: 15/05/2019 11:52AM RECEIVED: 15/05/2019 11:53AM You've received a reply from [REDACTED]:

Account Details - 15344

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Its direct debit ok there should be money there

Original Message on Wed, May 15, 2019 11:49 AM:
Hi [REDACTED], a friendly reminder, your account 15344 with Brighte is currently overdue \$84.12. Please reply "Y" to setup a redraw within the next 2 business days and we will reverse the late payment fee of \$4.99 that has been charged to your account. Otherwise please contact us on 1300 274 448 to arrange payment. Thanks

— ClickSend.com

Standard Transactions

Element	Description	Frequency	Next Reference	Value	Payment Details
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Transactions

Date Ref	Element	Debit	Credit	Balance	Overdue	B O/D	C O/D	B C O/D	Notes
12/07/2018	RRP	10,600.00		10,600.00		0.00		0.00	
12/07/2018	EST	75.00		10,675.00		0.00		0.00	
16/07/2018 Payment	ID			10,675.00	82.12	82.12	82.12	82.12	
16/07/2018	FACC	3.50		10,678.50	3.50	85.62	3.50	85.62	
16/07/2018	FREP	2.99		10,681.49	2.99	88.61	2.99	88.61	
16/07/2018 PAY	PAY		3.50	10,677.99	(3.50)	85.11	(3.50)	85.11	
16/07/2018 PAY	PAY		85.11	10,592.88	(85.11)	0.00	(85.11)	0.00	Payment
30/07/2018 Payment	ID			10,592.88	82.12	82.12	82.12	82.12	
30/07/2018	FREP	2.99		10,595.87	2.99	85.11	2.99	85.11	
30/07/2018 PAY	PAY		85.11	10,510.76	(85.11)	0.00	(85.11)	0.00	Payment
13/08/2018 Payment	ID			10,510.76	82.12	82.12	82.12	82.12	
13/08/2018	FREP	2.99		10,513.75	2.99	85.11	2.99	85.11	
13/08/2018 PAY	PAY		85.11	10,428.64	(85.11)	0.00	(85.11)	0.00	Payment
15/08/2018	FACC	3.50		10,432.14	3.50	3.50	3.50	3.50	
15/08/2018 PAY	PAY		3.50	10,428.64	(3.50)	0.00	(3.50)	0.00	
21/08/2018 Payment	ID			10,428.64	82.12	82.12		0.00	
21/08/2018	FREP	2.99		10,431.63	2.99	85.11	2.99	2.99	
21/08/2018 PAY	PAY		85.11	10,346.52	(85.11)	0.00	(85.11)	(82.12)	Payment
27/08/2018 Payment	ID			10,346.52		0.00	82.12	0.00	
04/09/2018 Payment	ID			10,346.52	82.12	82.12		0.00	
04/09/2018	FREP	2.99		10,349.51	2.99	85.11	2.99	2.99	
04/09/2018 PAY	PAY		85.11	10,264.40	(85.11)	0.00	(85.11)	(82.12)	Payment
10/09/2018 Payment	ID			10,264.40		0.00	82.12	0.00	
17/09/2018	FACC	3.50		10,267.90	3.50	3.50	3.50	3.50	
17/09/2018 PAY	PAY		3.50	10,264.40	(3.50)	0.00	(3.50)	0.00	
18/09/2018 Payment	ID			10,264.40	82.12	82.12		0.00	
18/09/2018	FREP	2.99		10,267.39	2.99	85.11	2.99	2.99	
18/09/2018 PAY	PAY		85.11	10,182.28	(85.11)	0.00	(85.11)	(82.12)	Payment
24/09/2018 Payment	ID			10,182.28		0.00	82.12	0.00	
02/10/2018 Payment	ID			10,182.28	82.12	82.12		0.00	
02/10/2018	FREP	2.99		10,185.27	2.99	85.11	2.99	2.99	
02/10/2018 PAY	PAY		85.11	10,100.16	(85.11)	0.00	(85.11)	(82.12)	Payment
08/10/2018 Payment	ID			10,100.16		0.00	82.12	0.00	
16/10/2018 Payment	ID			10,100.16	82.12	82.12		0.00	
16/10/2018	FAKF	4.14		10,104.30	4.14	86.26	4.14	4.14	
16/10/2018 PAY	PAY		86.26	10,018.04	(86.26)	0.00	(86.26)	(82.12)	Payment
22/10/2018 Payment	ID			10,018.04		0.00	82.12	0.00	
30/10/2018 Payment	ID			10,018.04	82.12	82.12		0.00	
30/10/2018	FAKF	2.00		10,020.04	2.00	84.12	2.00	2.00	
30/10/2018 PAY	PAY		84.12	9,935.92	(84.12)	0.00	(84.12)	(82.12)	Payment
05/11/2018 Payment	ID			9,935.92		0.00	82.12	0.00	
13/11/2018 Payment	ID			9,935.92	82.12	82.12		0.00	
13/11/2018	FAKF	2.00		9,937.92	2.00	84.12	2.00	2.00	
13/11/2018 PAY	PAY		84.12	9,853.80	(84.12)	0.00	(84.12)	(82.12)	Payment

Account Details - 15344

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19/11/2018 Payment	ID		9,853.80		0.00	82.12	0.00
27/11/2018 Payment	ID		9,853.80	82.12	82.12		0.00
27/11/2018	FAKF	2.00	9,855.80	2.00	84.12	2.00	2.00
27/11/2018 PAY	PAY		84.12	9,771.68	(84.12)	0.00	(84.12) Payment
03/12/2018 Payment	ID		9,771.68		0.00	82.12	0.00
11/12/2018 Payment	ID		9,771.68	82.12	82.12		0.00
11/12/2018	FAKF	2.00	9,773.68	2.00	84.12	2.00	2.00
11/12/2018 PAY	PAY		84.12	9,689.56	(84.12)	0.00	(84.12) Payment
17/12/2018 Payment	ID		9,689.56		0.00	82.12	0.00
25/12/2018 Payment	ID		9,689.56	82.12	82.12		0.00
25/12/2018	FAKF	2.29	9,691.85	2.29	84.41	2.29	2.29
27/12/2018 PAY	PAY		84.41	9,607.44	(84.41)	0.00	(84.41) Payment
31/12/2018 Payment	ID		9,607.44		0.00	82.12	0.00
08/01/2019 Payment	ID		9,607.44	82.12	82.12		0.00
08/01/2019	FAKF	2.00	9,609.44	2.00	84.12	2.00	2.00
08/01/2019 PAY	PAY		84.12	9,525.32	(84.12)	0.00	(84.12) Payment
14/01/2019 Payment	ID		9,525.32		0.00	82.12	0.00
22/01/2019 Payment	ID		9,525.32	82.12	82.12		0.00
22/01/2019	FAKF	2.00	9,527.32	2.00	84.12	2.00	2.00
22/01/2019 PAY	PAY		84.12	9,443.20	(84.12)	0.00	(84.12) Payment
28/01/2019 Payment	ID		9,443.20		0.00	82.12	0.00
05/02/2019 Payment	ID		9,443.20	82.12	82.12		0.00
05/02/2019	FAKF	2.00	9,445.20	2.00	84.12	2.00	2.00
05/02/2019 PAY	PAY		84.12	9,361.08	(84.12)	0.00	(84.12) Payment
11/02/2019 Payment	ID		9,361.08		0.00	82.12	0.00
19/02/2019 Payment	ID		9,361.08	82.12	82.12		0.00
19/02/2019	FAKF	2.00	9,363.08	2.00	84.12	2.00	2.00
19/02/2019 PAY	PAY		84.12	9,278.96	(84.12)	0.00	(84.12) Payment
25/02/2019 Payment	ID		9,278.96		0.00	82.12	0.00
05/03/2019 Payment	ID		9,278.96	82.12	82.12		0.00
05/03/2019	FAKF	2.00	9,280.96	2.00	84.12	2.00	2.00
05/03/2019 PAY	PAY		84.12	9,196.84	(84.12)	0.00	(84.12) Payment
11/03/2019 Payment	ID		9,196.84		0.00	82.12	0.00
19/03/2019 Payment	ID		9,196.84	82.12	82.12		0.00
19/03/2019	FAKF	2.00	9,198.84	2.00	84.12	2.00	2.00
19/03/2019 PAY	PAY		84.12	9,114.72	(84.12)	0.00	(84.12) Payment
25/03/2019 Payment	ID		9,114.72		0.00	82.12	0.00
02/04/2019 Payment	ID		9,114.72	82.12	82.12		0.00
02/04/2019	FAKF	2.00	9,116.72	2.00	84.12	2.00	2.00
02/04/2019 PAY	PAY		84.12	9,032.60	(84.12)	0.00	(84.12) Payment
08/04/2019 Payment	ID		9,032.60		0.00	82.12	0.00
16/04/2019 Payment	ID		9,032.60	82.12	82.12		0.00
16/04/2019	FAKF	2.00	9,034.60	2.00	84.12	2.00	2.00
16/04/2019 PAY	PAY		84.12	8,950.48	(84.12)	0.00	(84.12) Payment
22/04/2019 Payment	ID		8,950.48		0.00	82.12	0.00
30/04/2019 Payment	ID		8,950.48	82.12	82.12		0.00
30/04/2019	FAKF	2.00	8,952.48	2.00	84.12	2.00	2.00
30/04/2019 PAY	PAY		84.12	8,868.36	(84.12)	0.00	(84.12) Payment
06/05/2019 Payment	ID		8,868.36		0.00	82.12	0.00
14/05/2019 Payment	ID		8,868.36	82.12	82.12		0.00
14/05/2019	FAKF	2.00	8,870.36	2.00	84.12	2.00	2.00
15/05/2019 PAY	PAY		84.12	8,786.24	(84.12)	0.00	(84.12) Payment
20/05/2019 Payment	ID		8,786.24		0.00	82.12	0.00
28/05/2019 Payment	ID		8,786.24	82.12	82.12		0.00
28/05/2019	FAKF	2.00	8,788.24	2.00	84.12	2.00	2.00
03/06/2019 Payment	ID		8,788.24		84.12	82.12	84.12
11/06/2019 Payment	ID		8,788.24	82.12	166.24		84.12
11/06/2019	FAKF	2.00	8,790.24	2.00	168.24	2.00	86.12
17/06/2019 Payment	ID		8,790.24		168.24	82.12	168.24
25/06/2019 Payment	ID		8,790.24	82.12	250.36		168.24
25/06/2019	FAKF	2.00	8,792.24	2.00	252.36	2.00	170.24
01/07/2019 Payment	ID		8,792.24		252.36	82.12	252.36

Disbursements

Element	Description	Status	Type	Payee Type	Payee	Date	Date Due	Refere	Value	Notes
XADV	Disburse	Complete	Payout	Dealer	Solar Today	12/07/2018			10,600.00	

Account Details - 15344

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Accounting Ledgers

Element	Description	Status	Method	Opening	First	Ending	Value Transferred
CMFVC	Vendor Certainty Fee	Hold	Proportional Daily	12/07/2018	16/07/2018	26/06/2023	3,031.60

Logs

Type	Date Subject	Action	Document	Pub Stat	Notes
Audit (Change)	20/03/2018	Name changed			Name Changed from "[REDACTED]" to "[REDACTED] & [REDACTED]"
User	20/03/2018	HEM Result: Customer Eligible as Couple			<p>HEM Calculation based on Couple</p> <p>Income</p> <p>Applicant 1 Monthly Base net income: \$1,250.00 Applicant 2 Monthly Base net income: \$1,410.00 Total Monthly Other Net Taxable income: \$0.00</p> <p>Expenses</p> <p>Total Monthly Mortgage: \$0.00 Total Monthly OtherLoans: \$0.00 Total Monthly Credit Card: \$0.00 Total Monthly Repayment (this loan): \$102.09 Total Monthly Living Costs: \$825.00 Total Monthly HEM: \$2,426.67</p> <p>Surplus</p> <p>Total Surplus Applicant 1: (\$1,278.76) Total Surplus Applicant 1 + Partial App2: (\$79.25) Total Surplus Applicant 1 & 2: \$131.24</p> <p>Result</p> <p>Result: Customer Eligible as Couple</p>
User	20/03/2018	Decision card result Pass for U8842			VedaScore 600-699 and Amount Financed < 15001
User	20/03/2018	Decision card result Pass for U8843			VedaScore 400-550 and Amount Financed < 7500
Document (Email)	20/03/2018	Final Approval Email to Vendor	V.FULLAPP	Published	
Document (Email)	20/03/2018	Email to Executive re: Express Approval	APP.EXP	Published	
Document (SMS)	20/03/2018	Vendor Final Approval Notice SMS	VFULLAPP.S	Published	SMS sent to the vendor employee from the CUST.ORIG workflow when a customer application is approved.
Document (SMS)	20/03/2018	Application Approved (SMS)	SMS.APPROV	Published	
Document (SMS)	20/03/2018	Application Approved (SMS)	SMS.APPROV	Published	
Document	20/03/2018	Customer Express Approved Contract	C.EXPCONT	Published	
Document (Email)	20/03/2018	Application Approval Email	APPEXP.E	Published	
User	21/03/2018	Underwriting			
User	21/03/2018	Underwriting			
User	23/03/2018	Audit Incomplete			<p>rang mobile no answer from her line line keeps ringing dnlm will send sms for confirmation</p>
User	23/03/2018	Outgoing SMS to Client U8842			<p>Welcome to Brighte! You were recently approved for Brighte zero interest payment plan through Solar Today. Your account number is 15344. Please confirm that you received email regarding your Brighte payment plan, sent to [REDACTED]. To confirm, please reply "YES" to this message. For enquiries or assistance please call 1300 BRIGHTE.</p>
User	23/03/2018	Audit complete			<p>You've received a reply from [REDACTED]: Yes thank you</p> <p>Original Message on Fri, Mar 23, 2018 5:50 PM: Welcome to Brighte! You were recently approved for Brighte zero interest payment plan through Solar Today. Your account number is 15344. Please confirm that you received email regarding your</p>

Account Details - 15344

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			Brighte payment plan, sent to [REDACTED]. To confirm, please reply "YES" to this message. For enquiries or assistance please call 1300 BRIGHTE	
User	21/05/2018 Underwriting		Spoke with [REDACTED] and [REDACTED] - fully Id wants to increase financed amount due to additional solar panels from \$6050 to \$10600 same repayment terms: 130 fortnight New repayment terms: \$85.11 w/ 2.99 confirmed both with client and agent. sent new contracts sent email to support for the change no other concerns	
Document	21/05/2018 Customer Contract	C.CONTRACT	Published	
Document (Email)	21/05/2018 Application Approval Email	APPAPPR.E	Published	
User	11/07/2018 Tax Invoice Complete			all good.NP
User	11/07/2018 [REDACTED] requested confirmation of the in			
User	11/07/2018 CCA Complete			
User	11/07/2018 Outgoing SMS to Client U8842			Hi [REDACTED] and [REDACTED] (Account No.15344), thank you for completing the Customer Completion Acknowledgement. Please be advised that your fortnightly repayments to BRIGHTE will commence on 16 July 2018 for \$85.11. This includes \$2.99 payment processing fee. The \$3.50 monthly account keeping fee will be debited separately. Please call us on 1300-274448 if you have any questions. Thank you.
User	31/07/2018 Customer Service IB			ib call from [REDACTED]. IDed requesting for paperworks to pay off the balance. loan statement and copy of the contract will be sent to new email provided,. [REDACTED] NP
Document	31/07/2018 Loan Statement	LSFT	Published	
User	14/08/2018 Customer Service IB			ib call from [REDACTED]. IDed requesting for resched of repayment to 21st of August to align with pay will email JJ for request confirmed spelling of email add on file, for access to Brighte website and portal will send sms once request is approved. NOC. NP
User	14/08/2018 Brighte Ref. 15344 - Change of Repayment Schedule			FROM: [REDACTED] (/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=0D959C2FB8944BE49A207449462CB2BA-[REDACTED]) TO: [REDACTED] SENT: 14/08/2018 8:01AM RECEIVED: 14/08/2018 8:01AM Hi [REDACTED] Good morning! Requesting to change the repayment schedule from 27 August 2018 to 21 August 2018 and every fortnight thereafter as per client's request to align with the pay cycle. If you have any concerns , you are welcome to call Brighte at 1300 274 448.

Account Details - 15344

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Kind Regards,

Settlements Officer

<<https://brighte.com.au/>> Level 6, 56
Pitt St, Sydney, NSW 2000, Australia
M: 1300274448 <tel:1300274448> | E:
@brighte.com.au
<mailto: @brighte.com.au> | PH: 1-300-
BRIGHTE

<https://brighte.com.au/img/email/finnies_2018.png>

<https://brighte.com.au/img/email/femtech_2018_coloured.png>
<https://brighte.com.au/img/email/fintech_2018_coloured.png>
<<https://brighte.com.au/img/email/award3.png>>
<<https://brighte.com.au/img/email/award4.png>>
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User	15/08/2018 Payment Date Adjustment	From: Sent: Tuesday, 14 August 2018 8:02 AM To: Subject: Brighte Ref. 15344 - Change of Repayment Schedule Hi Requesting to change the repayment schedule from 27 August 2018 to 21 August 2018 and every fortnight thereafter as per client's request to align with the pay cycle. Kind Regards, Settlements Officer
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Document (SMS)	16/08/2018 Repayment Details - Partial (SMS)	RD.P	Published
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User	17/08/2018 Customer Service OB	he is planning to
User	08/05/2019 Request for hardship assistance - your ref. 15344	FROM: Rex Punshon (rex@consumeraction.org.au) TO: Brighte Customer Care SENT: 08/05/2019 12:01PM RECEIVED: 08/05/2019 12:01PM

Dear Sir/Madam

Please refer to the attached letter.

Regards

Rex Punshon | Solicitor

<http://www.consumeraction.org.au/?utm_campaign=signature&utm_medium=email>
<<http://www.ndh.org.au/>>

Level 6, 179 Queen Street | Melbourne VIC 3000 |
www.consumeraction.org.au
<http://www.consumeraction.org.au/?utm_campaign=signature&utm_medium=email>

+61 3 9670 5088 (reception) |
rex@consumeraction.org.au
<<mailto:rex@consumeraction.org.au>> | Work
Hours: Mon-Fri, 9 am-5:30 pm

Account Details - 15344

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Get back on track with free financial counselling – contact the National Debt Helpline
<<https://www.ndh.org.au/>> on 1800 007 007.

<<https://www.facebook.com/ConsumerActionLawCentre/>>
<https://twitter.com/consumer_action>
<<https://www.linkedin.com/company/consumer-action-law-centre/>>

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User 13/05/2019 Temp Hold DD

Pending hardship request for review. IK

User 13/05/2019 Fw: Request for hardship assistance - your ref. 15

SUBJECT: Fw: Request for hardship assistance - your ref. 15344
FROM: Brighte Collections Mailbox (/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=E6E201D06F154FA685375A038C7F6D24-BRIGHTE COL)
TO: [REDACTED]
SENT: 13/05/2019 9:40AM
RECEIVED: 13/05/2019 9:40AM

Hi [REDACTED],

Passing on for review.

Client is requesting to stop repayment for 3 months - please see attached documents.

For further enquiries, you may call us on 1300 274 448.

Kind Regards,

[REDACTED]
Collections Team
<<https://brighte.com.au/>>
Level 6, 56 Pitt St, Sydney, NSW 2000, Australia
E: collections@brighte.com.au | PH: 1-300-

Account Details - 15344

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BRIGHTE

<<https://www.noraawards.com.au/voting>>

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From: Rex Punshon <rex@consumeraction.org.au>
Sent: Wednesday, 8 May 2019 2:01 AM
To: Brighte Customer Care
Subject: Request for hardship assistance - your ref. 15344

Dear Sir/Madam

Please refer to the attached letter.

Regards

Rex Punshon | Solicitor

<http://www.consumeraction.org.au/?utm_campaign=signature&utm_medium=email>
<<http://www.ndh.org.au/>>

Level 6, 179 Queen Street | Melbourne VIC 3000 |
www.consumeraction.org.au
<http://www.consumeraction.org.au/?utm_campaign=signature&utm_medium=email>

+61 3 9670 5088 (reception) |
rex@consumeraction.org.au
<<mailto:rex@consumeraction.org.au>> | Work
Hours: Mon-Fri, 9 am-5:30 pm

Get back on track with free financial counselling –
contact the National Debt Helpline
<<https://www.ndh.org.au/>> on 1800 007 007.

<<https://www.facebook.com/ConsumerActionLawCentre/>>
<https://twitter.com/consumer_action>
<<https://www.linkedin.com/company/consumer-action-law-centre/>>

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Account Details - 15344

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the information contained in this message and attachment (if any). If you have received this message and attachment (if any) in error please notify us immediately by phone on (03) 9670 5088 and delete the message and attachment (if any) permanently. Thank you for your assistance.

User 15/05/2019 Bulk DD (Remove \$4.99) to Client U8842 BLK.OD(DH)

Hi [REDACTED], a friendly reminder, your account 15344 with Brighte is currently overdue \$84.12. Please reply "Y" to setup a redraw within the next 2 business days and we will reverse the late payment fee of \$4.99 that has been charged to your account. Otherwise please contact us on 1300 274 448 to arrange payment. Thanks

User 15/05/2019 Bulk DD (Remove \$4.99) to Client U8843 BLK.OD(DH)

Hi [REDACTED], a friendly reminder, your account 15344 with Brighte is currently overdue \$84.12. Please reply "Y" to setup a redraw within the next 2 business days and we will reverse the late payment fee of \$4.99 that has been charged to your account. Otherwise please contact us on 1300 274 448 to arrange payment. Thanks

User 15/05/2019 SMS reply from [REDACTED]

FROM: [REDACTED]@sms.clicksend.com
([REDACTED]@sms.clicksend.com)
TO: Brighte Customer Care
SENT: 15/05/2019 11:51AM
RECEIVED: 15/05/2019 11:51AM

You've received a reply from [REDACTED]
Sorry thats not our fault it came out last fortnite

Original Message on Wed, May 15, 2019 11:49 AM:
Hi [REDACTED], a friendly reminder, your account 15344 with Brighte is currently overdue \$84.12. Please reply "Y" to setup a redraw within the next 2 business days and we will reverse the late payment fee of \$4.99 that has been charged to your account. Otherwise please contact us on 1300 274 448 to arrange payment. Thanks

— ClickSend.com

User 15/05/2019 SMS reply from [REDACTED]

FROM: [REDACTED]@sms.clicksend.com
([REDACTED]@sms.clicksend.com)
TO: Brighte Customer Care
SENT: 15/05/2019 11:52AM
RECEIVED: 15/05/2019 11:53AM

You've received a reply from [REDACTED]
Its direct debit ok there should be money there

Original Message on Wed, May 15, 2019 11:49 AM:
Hi [REDACTED], a friendly reminder, your account 15344 with Brighte is currently overdue \$84.12. Please reply "Y" to setup a redraw within the next 2 business days and we will reverse the late payment fee of \$4.99 that has been charged to your account. Otherwise please contact us on 1300 274 448 to arrange payment. Thanks

— ClickSend.com

User 15/05/2019 PTP

FROM: [REDACTED]@sms.clicksend.com
([REDACTED]@sms.clicksend.com)
TO: Brighte Customer Care
SENT: 15/05/2019 11:52AM
RECEIVED: 15/05/2019 11:53AM

You've received a reply from [REDACTED]
Its direct debit ok there should be money there

Account Details - 15344

Brighte Live

Printed 02/07/2019 8:52AM

				Original Message on Wed, May 15, 2019 11:49 AM: Hi [REDACTED], a friendly reminder, your account 15344 with Brighte is currently overdue \$84.12. Please reply "Y" to setup a redraw within the next 2 business days and we will reverse the late payment fee of \$4.99 that has been charged to your account. Otherwise please contact us on 1300 274 448 to arrange payment. Thanks
				— ClickSend.com
User	15/05/2019 Underwriting			[REDACTED] called ided. transferred to GP. RA
User	23/05/2019 Suspension of DD - Financial Hardship			Consumer Action Law Centre advised customers in financial hardship, requested suspension of payments and collection activity for 3 months while they prepare customer's case regarding the purchase and the provision of credit
User	23/05/2019 Miscellaneous			Title Search [REDACTED]
User	11/06/2019 Collections			[REDACTED] called He said Centrelink is helping him arrange a reverse mortgage to settle his debts and get back in control of his finances Wants to know payout figure and BPay details, and get a copy of the contract Arranged to email all the information requested; confirmed email address on file is correct [REDACTED] said his financial difficulties had been caused by taking out additional credit (sounded like pay day loans) over the past 12 months to try and make ends meet
User	11/06/2019 Customer Service OB			From: [REDACTED] Sent: Tuesday, 11 June 2019 5:06 PM To: [REDACTED] <[REDACTED]> Subject: Brighte; 15344 Good afternoon [REDACTED], Please see attached a copy of your Brighte payment plan contract. Your current payout figure is \$8,792.24. The BPay payment details are: Biller Code: 260349 CRN (Customer Reference Number): 0153445 Please don't hesitate to call or email should there be anything further we can do to assist. Thank you and best regards, [REDACTED] Senior Credit Manager
Document	27/06/2019 Reminder Notice	OD.RN	Published	reminder notice sent via clicksend
User	27/06/2019 Collections			From: Rex Punshon <rex@consumeraction.org.au> Sent: Thursday, 27 June 2019 6:13 PM To: [REDACTED]@brighte.com.au> Cc: Brighte Customer Care <customercare@brighte.com.au> Subject: [REDACTED]
User	28/06/2019 Complaint			Dear [REDACTED] Please see the attached letter. Regards Rex Punshon Solicitor A record was created. The details for your reference are: COM000085 [REDACTED]
User	01/07/2019 Complaint			From: [REDACTED] Sent: Monday, 1 July 2019 3:43 PM To: [REDACTED]@brighte.com.au> Cc: [REDACTED] <[REDACTED]@brighte.com.au>; [REDACTED] [REDACTED]@brighte.com.au> Subject: 15344; [REDACTED]; Solar Today; Letter

Account Details - 15344

Brighte Live

Printed 02/07/2019 8:52AM

of Demand - Consumer Action Law Centre

Hi [REDACTED],
May we refer this matter to you for review please.
Letter from Consumer Action Law Centre attached,
seeking a refund of all payments and cancellation of
the debt.
Many thanks,

User 02/07/2019 Complaint

This EDR is being handled by [REDACTED], Corporate Counsel.

Files

File Name	Source	Date Title
\\SQL\Finpower_7086\$\Documents\Accounts\15344	Log	20/03/2018 Customer Express Approved Contract
\\SQL\Finpower_7086\$\Documents\Accounts\15344	Log	20/03/2018 Application Approval Email
20180321_061650.jpg	Log	21/03/2018 Underwriting
20180321_061720.jpg	Log	21/03/2018 Underwriting
\\SQL\Finpower_7086\$\Documents\Accounts\15344	Log	21/05/2018 Customer Contract
\\SQL\Finpower_7086\$\Documents\Accounts\15344	Log	21/05/2018 Application Approval Email
BRIGHTE (8).pdf	Log	11/07/2018 Tax Invoice Complete
INV15344.pdf	File	20/11/2018
15344-payment-confirmation.pdf	Log	11/07/2018 CCA Complete
Loan Statement (Fixed Term) 201807311028.pdf	Log	31/07/2018 Loan Statement
Request for hardship assistance - your ref. 15344_.msg	Log	08/05/2019 Request for hardship assistance - your ref. 15344
Fw Request for hardship assistance - your ref. 15344_.msg	Log	13/05/2019 Fw: Request for hardship assistance - your ref. 15
15344_8508-366_190523-L11EI-00BCE.pdf	Log	23/05/2019 Miscellaneous
15344 Customer Contract 201803201650.pdf	File	23/05/2019
15344 Customer Contract 201805211605.pdf	Log	11/06/2019 Customer Service OB
Reminder Notice 1.00.00_201906271744.pdf	Log	27/06/2019 Reminder Notice
190627-letter-of-demand-to-Brighte 15344.pdf	Log	28/06/2019 Complaint

User Defined

Consent & Statement Details.

☒ Privacy Agreement

Privacy Statement: I/We have read and agree to the Privacy Policy. (04/08/2017 version)

☒ Terms Agreement

Terms Statement: [REDACTED] has read and agrees to the above conditions and offers to enter into a contract for finance with Brighte on these terms.

☒ Direct Debit Agreement

Direct Debit Statement: By ticking this box, you have understood and agreed to the T & Cs governing the debit arrangements as set out in this Direct Debit Request Service Agreement.

Application Details.

Application IP Address: 49.184.169.166

Application Version No.: a642945

Geo Location Details.

GEO Location Accuracy: 5

GEO Location Latitude: -38.13666244506662

GEO Location Longitude: 145.8486989514398

GEO Location URL: https://maps.googleapis.com/maps/api/staticmap?center=-38.13666244506662,145.8486989514398&zoom=13&size=300x300&sensor=false

Device Details.

Device Model: iPad4,2

Device Platform: iOS

Device UUID: 55A12721-F2BB-4489-AC3E-BA674E5117CD

Device Version: 10.3.3

Device Manufacturer: Apple

Device Serial: unknown

Loan Grading based on Veda Check.

Loan Grading: B

Machine Learning Approval Probability

Machine Learning Api Response:

Application Settlement.

Account Details - 15344

Brighte Live

Printed 02/07/2019 8:52AM

☐ Completion Acknowledgement Received?

☒ Solar STC Received?

Link To Joint Applicant Details Form: <https://brighte.com.au/consumers/edit/429c053992977430f6ed1e984fc4ce2f487a60e2>

Employee Deal Number: 22

Draw-Down Details.

Parent Facility Account Id: 15344

☐ Draw Down Account Flag

Monthly Fee Options

☐ Halt Charging of Monthly Facility Fee for this Facility?

Pre-Approval source

Withdrawn Account ID:

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-18** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Account Summary

Application ID: 15344, submitted:20/03/2018 4:50:11 PM
Single/Joint application: **Joint**
Finance Amount: **\$10,600.00**
Repayments:* \$82.12 Fortnightly
Term 1810 Days, 0 months
Purpose: Solar Panels
* **excluding repayment fee**

Clients

Client	Name	Address	Contact	Role	DOB
U8842			Email Mobile	Borrower	
U8843			Email Mobile	Borrower	

Summary

Type: **DL, Drivers Licence**
Drivers Licence Number:
Name:
Date of Birth:
Address:

Issuer and Expiry details

Issuer: **VIC**
Issued:
Expires: **25/11/2023**

Image



Summary

Type: DL, Drivers Licence
Drivers Licence Number: [REDACTED]
Name: [REDACTED]
Date of Birth: [REDACTED]
Address: [REDACTED]

Issuer and Expiry details

Issuer: VIC
Issued: [REDACTED]
Expires: 06/11/2026

Image



Capacity

HEM Calculation based on Couple

Income

Applicant 1 Monthly Base net income: \$1,250.00
Applicant 2 Monthly Base net income: \$1,410.00
Total Monthly Other Net Taxable income: \$0.00

Expenses

Total Monthly Mortgage: \$0.00
Total Monthly Other Loans: \$0.00
Total Monthly Credit Card: \$0.00
Total Monthly Repayment (this loan): \$102.09
Total Monthly Living Costs: \$825.00
Total Monthly HEM: \$2,426.67

Surplus

Total Surplus Applicant 1: (\$1,278.76)
Total Surplus Applicant 1 + Partial App2: (\$79.25)
Total Surplus Applicant 1 & 2: \$131.24

Result

Result: Customer Eligible as Couple

Account Details - 15344

User Defined	
Consent & Statement Details.	
<input checked="" type="checkbox"/> Privacy Agreement	
Privacy Statement	I/We have read and agree to the Privacy Policy. (04/082017 version)
<input checked="" type="checkbox"/> Terms Agreement	
Terms Statement	[REDACTED] has read and agrees to the above conditions and offers to enter into a contract for finance with Brighte on these terms.
<input checked="" type="checkbox"/> Direct Debit Agreement	
Direct Debit Statement	By ticking this box, you have understood and agreed to the T & Cs governing the debit arrangements as set out in this Direct Debit Request Service Agreement.
Application Details.	
Application IP Address:	49.184.169.166
Application Version No:	a642945
Geo Location Details.	
GEO Location Accuracy:	5
GEO Location Latitude:	-38.13666244506662
GEO Location Longitude:	145.8486989514398
GEO Location URL:	https://maps.googleapis.com/maps/api/staticmap?center=-38.13666244506662,145.8486989514398&zoom=13&size=300x300&sensor=false
Device Details.	
Device Model:	iPad4,2
Device Platform:	iOS
Device UUID:	55A12721-F2BB-4489-AC3E-BA674E5117CD
Device Version:	10.3.3
Device Manufacturer:	Apple
Device Serial:	unknown
Loan Grading based on Veda Check.	
Loan Grading:	B
Machine Learning Approval Probability	
Machine Learning Api Response:	
Application Settlement.	
<input type="checkbox"/> Completion Acknowledgement Received?	
<input checked="" type="checkbox"/> Solar STC Received?	
Link To Joint Applicant Details Form:	https://brighte.com.au/consumers/edit/429c053992977430f6ed1e984fc4ce2f487a60e2
Employee Deal Number:	22
Draw-Down Details.	
Parent Facility Account Id:	15344
<input type="checkbox"/> Draw Down Account Flag	

Reference: 305 358 389T



Australian Government
Department of Human Services

centrelink

19 March 2018

This Income Statement shows information Centrelink holds about you on your Centrelink record. If you decide to show this information to anyone else for any reason, you can choose to show all the information or to block some information out.

Income Statement for 9 March 2018

DOB	[REDACTED]
Customer Partnered	Y
Maximum Rate Disability Support Pension	Y
Number of Children Assessed	0

Regular entitlements and payments

Payment Type	Amount	Date Paid	Date of Grant
Disability Support Pension	\$613.60	6 Mar 2018	15 Jan 2001
Energy Supplement	\$10.60	6 Mar 2018	15 Jan 2001
Pension Supplement	\$50.00	6 Mar 2018	15 Jan 2001

Irregular payments

There are no irregular payments to report.

Deductions from your payment

Payment Type	Deduction	Amount	Date Paid
Disability Support Pension	Centrelink Deductions	\$10.00	6 Mar 2018

Details of your Income (Not including Centrelink payments)

Income Type	Amount	Frequency	Date of Effect
Financial Investment Income	\$0.29	Annually	1 Jul 2015

Continued on the back

Contact information

Continued from previous page

Details of your Assets		
Asset Type	Value	Date of Effect
Cash/Investments/Savings	\$17.00	1 Jul 2016
Household and Personal Effects	\$10,000.00	5 Jun 2007
Motor Vehicle, Boat and Caravan	\$2,600.00	3 May 2007

If any of the above details are incorrect, please contact us as soon as possible.

Your reference number is 305 358 389T.

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-19** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre
Date: Tuesday, 17 September 2019 at 4:10:02 pm Australian Eastern Standard Time
From: Brighte Complaints
To: Rex Punshon
CC: [REDACTED]
Attachments: image012.png, image013.png, image014.png, image015.jpg, image016.jpg, image017.png, image018.jpg, image019.png, image020.png, image021.jpg, image022.png, image023.png, 15344_Customer Contract__[REDACTED].pdf, Mr and Mrs [REDACTED] Application Information.docx

Dear Rex

As requested, please find attached a copy of the information we have relied on to make a credit decision for the Brighte Interest Free Payment Plan.

Please note that the attachment is password protected for security purposes, with [REDACTED]'s date of birth, in the following format: [REDACTED]

After further review we have not been able to locate a new calculation, after the request was received from Mr [REDACTED] and [REDACTED] to increase the finance amount.

Based on the above, we provide the recalculation below (using the HEM based on a couple for quarter 1 2018 which was \$563.00 per week/ \$2,439.67 per month), to support our credit decision:

Income

Applicant 1 Monthly Base net income: \$1,250.00
Applicant 2 Monthly Base net income: \$1,410.00
Total Monthly Other Net Taxable income: \$0.00

Expenses

Total Monthly Mortgage: \$0.00
Total Monthly Other Loans: \$0.00
Total Monthly repayment (this loan): \$184.40
Total Monthly Living Costs Declared: \$825.00
Total Monthly HEM: \$2,439.67

Surplus

Total Surplus Applicant 1 & 2: \$35.93

We note that the total monthly expenses declared was \$825.00. Due to the use of HEM, which is considerably higher than the amount declared, it would indicate that there was a higher surplus amount per month at the time of our credit decision.

In relation to Solar Today visiting the premises, we have confirmed that Solar Today are able to organise an appointment any day between 23 September 2019 to 27 September 2019.

We kindly request your confirmation of the date and preferred time that Mr and Mrs [REDACTED] are happy

for Solar Today to attend the premises.

Should you wish to discuss this matter further, please contact me on my number below or by reply email.

Yours sincerely,

[REDACTED]

Customer Experience Manager



56 Pitt St, Sydney, NSW 2000, Australia

E: complaints@brighte.com.au | PH: 02 8098 0577



The information contained in this email is confidential and has been prepared as general information only without consideration for your particular financial circumstances or particular needs. Brighte Capital Pty Ltd ABN 74 609 165 906 holds Australian Credit Licence Number 508217, and is a member of the Australian Financial Complaints Authority (AFCA). Brighte Capital takes your privacy seriously. All information about you is held subject to our [Privacy Policy](#).

If you are not the intended recipient, you must not disclose or use the information in this email in any way. If you received it in error, please tell us immediately by return e-mail and delete the document. Brighte does not guarantee the integrity of any e-mails or attached files. It is also not responsible for any changes made to them by any other person.

From: Brighte Complaints

Sent: Tuesday, 10 September 2019 1:05 PM

To: Rex Punshon <rex@consumeraction.org.au>

Cc: [REDACTED]@brighte.com.au; [REDACTED]@brighte.com.au

Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Dear Rex

Thank you for your email.

I have corresponded with Solar Today, to confirm the date/s available to visit the premises.

In relation to the payment debited on the 3 September 2019, we confirm that the payment was debited

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-20** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

SETTLEMENT AGREEMENT

SOLAR TODAY Represented by William Zitang

and [REDACTED] of [REDACTED]

(VIC) [REDACTED] Driving Licence Number [REDACTED]
[REDACTED] agrees the following.

① A Compensation of Fifteen hundred dollars (\$1500)

Paid in two settlements of \$750 =

one Payable immediately (\$750) =

Last Payment on 21 March 2020 = (\$750)

Paid to [REDACTED] for the claim

he made to Consumer Action in regard to the
Dispute with ~~General~~ Green Pty Ltd (Solar Today) & Bright
Capital Pty Ltd.

② [REDACTED] agrees to Pay Bright.
the Full amount that they agreed with Bright
on a fortnightly basis for the whole duration of
their agreement with Bright.

Without admission of Liability, the Parties have
agreed to fully & finally settle all matters
arising out of and in connection with the dispute
mentioned above with this agreement.

Made on 24 September 2019 at [REDACTED]
William Zitang [Signature]

IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-21** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Subject: RE: 15344; [REDACTED] Solar Today; Letter of Demand - Consumer Action Law Centre
Date: Thursday, 26 September 2019 at 5:27:25 pm Australian Eastern Standard Time
From: Rex Punshon
To: Brighte Complaints, [REDACTED]
CC: [REDACTED]
Category: Actionstep
Attachments: image001.jpg, image002.jpg, image003.png, image004.jpg, image005.png, image006.png, image007.jpg, image009.png, image010.png, image013.png, image014.png, image015.png

Dear [REDACTED]

We refer to SolarToday's attendance at our clients' premises on Tuesday 24 September.

Outcome of inspection

Please advise us within 7 days of:

- the outcome of SolarToday's inspection of the two solar panel systems; and
- Brighte's position in relation to our client's claim in light of the inspection.

SolarToday's conduct during the inspection

Contrary to the agreed purpose of SolarToday's attendance (i.e. to inspect the two systems and assess their performance), we are instructed that SolarToday attempted to carry out settlement discussions with our clients. Further, we are instructed that SolarToday purported to represent Brighte in these discussions and to bind our clients to an agreement with both parties.

Our clients were taken completely by surprise by the representatives of SolarToday's initiation of settlement discussions. They were overwhelmed and pressured by the behavior of the SolarToday and this appears to be a repetition of the conduct which is the original source of this dispute, which is at its heart about the taking advantage of highly vulnerable people. We remind you that one of our clients suffers from an intellectual disability, while the other was recently admitted to hospital with serious mental health issues.

In our view, SolarToday's conduct was misleading, unlawful and unethical. We are particularly concerned about SolarToday's conduct given that it was:

- aware that we are acting on our clients' behalf; and
- aware of our clients' vulnerability.

Please provide an explanation for SolarToday's conduct, in particular whether it acted with Brighte's authority. Given the close commercial relationship between SolarToday and Brighte and Brighte's status as a linked credit provider in this transaction, it appears to us to follow that SolarToday was acting at least with Brighte's implied or apparent authority. We nonetheless await your explanation before coming to a final view on this issue.

If SolarToday's conduct was in any way authorized by Brighte (directly or indirectly), we consider it appropriate to lodge a complaint to the relevant regulators in regard to this conduct. Relevantly, SolarToday's conduct appears to breach sections 2.4.2 and 2.4.22 of the Clean Energy Council Solar Retailer Code of Conduct and we will in any event be filing a complaint about SolarToday with the Clean Energy Council.

Kind regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

Get back on track with free financial counselling – contact the [National Debt Helpline](http://www.ndh.org.au) on 1800 007 007.



Consumer Action is located on the land of the Kulin Nations. We acknowledge all Traditional Owners of Country throughout Australia and recognise the continuing connection to lands, waters and communities. We pay our respect to cultures; and to Elders past, present and emerging.

Privacy and Confidentiality Message: The information contained in this message and attachment (if any) may be privileged and confidential between the Consumer Action Law Centre and the recipient and is to be read by the intended recipient only. If you are not the intended recipient you may not copy, distribute or disseminate this information or take or omit to take any action on the information contained in this message and attachment (if any). If you have received this message and attachment (if any) in error please notify us immediately by phone on (03) 9670 5088 and delete the message and attachment (if any) permanently. Thank you for your assistance.

From: Brighte Complaints <complaints@brighte.com.au>
Sent: Monday, 23 September, 2019 9:32 AM
To: Rex Punshon <rex@consumeraction.org.au>
Cc: [REDACTED]@brighte.com.au; [REDACTED]@brighte.com.au
Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Dear Rex

Thank you for your email.

Solar Today have confirmed this morning that they are happy to accommodate the request to visit the premises on Tuesday 24 September at 1pm.

Should you wish to discuss this matter further, please contact me on my number below or by reply email.

Yours sincerely,

[REDACTED]

Customer Experience Manager



56 Pitt St, Sydney, NSW 2000, Australia

E: complaints@brighte.com.au | PH: 02 8098 0577



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From: Rex Punshon <rex@consumeraction.org.au>

Sent: Monday, 23 September 2019 9:21 AM

To: Brighte Complaints <complaints@brighte.com.au>; [REDACTED] <[REDACTED]@brighte.com.au>

Cc: [REDACTED] <[REDACTED]@brighte.com.au>; [REDACTED] <[REDACTED]@brighte.com.au>

Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Dear [REDACTED]

I refer to my email below.

Can you please confirm whether SolarToday is intending to carry out the inspection tomorrow?

Kind regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

Get back on track with free financial counselling – contact the [National Debt Helpline](#) on 1800 007 007.



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Privacy and Confidentiality Message: The information contained in this message and attachment (if any) may be privileged and confidential between the Consumer Action Law Centre and the recipient and is to be read by the intended recipient only. If you are not the intended recipient you may not copy, distribute or disseminate this information or take or omit to take any action on the information contained in this message and attachment (if any). If you have received this message and attachment (if any) in error please notify us immediately by phone on (03) 9670 5088 and delete the message and attachment (if any) permanently. Thank you for your assistance.

From: Rex Punshon

Sent: Wednesday, 18 September, 2019 2:08 PM

To: Brighte Complaints <complaints@brighte.com.au>; [REDACTED]@brighte.com.au>

Cc: [REDACTED]@brighte.com.au>; [REDACTED]@brighte.com.au>

Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Dear [REDACTED]

Thank you for your email.

Regarding the inspection, our clients' preferred date and time is next **Tuesday 24 September at 1pm**. Please confirm if this time also works for SolarToday.

Kind regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

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From: Brighte Complaints <complaints@brighte.com.au>

Sent: Tuesday, 17 September, 2019 4:10 PM

To: Rex Punshon <rex@consumeraction.org.au>

Cc: [REDACTED]@brighte.com.au; [REDACTED]@brighte.com.au

Subject: RE: 15344; [REDACTED] Solar Today; Letter of Demand - Consumer Action Law Centre

Dear Rex

As requested, please find attached a copy of the information we have relied on to make a credit decision for the Brighte Interest Free Payment Plan.

Please note that the attachment is password protected for security purposes, with [REDACTED]'s date of birth, in the following format: 30SEP2019

After further review we have not been able to locate a new calculation, after the request was received from Mr [REDACTED] and [REDACTED] to increase the finance amount.

Based on the above, we provide the recalculation below (using the HEM based on a couple for quarter 1 2018 which was \$563.00 per week/ \$2,439.67 per month), to support our credit decision:

Income

Applicant 1 Monthly Base net income: \$1,250.00
Applicant 2 Monthly Base net income: \$1,410.00
Total Monthly Other Net Taxable income: \$0.00

Expenses

Total Monthly Mortgage: \$0.00
Total Monthly Other Loans: \$0.00
Total Monthly repayment (this loan): \$184.40
Total Monthly Living Costs Declared: \$825.00
Total Monthly HEM: \$2,439.67

Surplus

Total Surplus Applicant 1 & 2: \$35.93

We note that the total monthly expenses declared was \$825.00. Due to the use of HEM, which is considerably higher than the amount declared, it would indicate that there was a higher surplus amount per month at the time of our credit decision.

In relation to Solar Today visiting the premises, we have confirmed that Solar Today are able to organise an appointment any day between 23 September 2019 to 27 September 2019.

We kindly request your confirmation of the date and preferred time that Mr and Mrs [REDACTED] are happy for Solar Today to attend the premises.

Should you wish to discuss this matter further, please contact me on my number below or by reply email.

Yours sincerely,

[REDACTED]
Customer Experience Manager



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From: Brighte Complaints

Sent: Tuesday, 10 September 2019 1:05 PM

To: Rex Punshon <rex@consumeraction.org.au>

Cc: [REDACTED]@brighte.com.au; [REDACTED]@brighte.com.au

Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Dear Rex

Thank you for your email.

I have corresponded with Solar Today, to confirm the date/s available to visit the premises.

In relation to the payment debited on the 3 September 2019, we confirm that the payment was debited due to a human error. Please allow me to express my sincerest apologies for any inconvenience that may have been caused in relation to this payment being debited.

Please note that I have requested for the payment debited on the 3 September 2019 to be reversed (reversal request will be processed on 11 September 2019) and have placed a stop on future direct debits taking place, until a resolution is in place.

In the interim of receiving a response from Solar Today, please allow me up to the 17 September 2019 to provide the additional information requested.

We note that Mr and Mrs [REDACTED] are able to organise an independent assessment to be carried out, should they wish to do so at their own expense, if any.

Should you wish to discuss this matter further, please contact me on my number below or by reply email.

Yours sincerely,

[REDACTED]

Customer Experience Manager



56 Pitt St, Sydney, NSW 2000, Australia

E: complaints@brighte.com.au | PH: 02 8098 0577



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From: Rex Punshon <rex@consumeraction.org.au>

Sent: Monday, 9 September 2019 4:08 PM

To: [REDACTED] <[\[REDACTED\]@brighte.com.au](mailto:[REDACTED]@brighte.com.au)>

Cc: [REDACTED] <[\[REDACTED\]@brighte.com.au](mailto:[REDACTED]@brighte.com.au)>; [REDACTED] <[\[REDACTED\]@brighte.com.au](mailto:[REDACTED]@brighte.com.au)>;

Brighte Complaints <complaints@brighte.com.au>; [REDACTED]

<[\[REDACTED\]@brighte.com.au](mailto:[REDACTED]@brighte.com.au)>

Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Dear [REDACTED]

I refer to [REDACTED]'s email below. I understand that you now have carriage of this matter.

Thank you for allowing our clients some time to focus on their health since we last wrote to Brighte. Our clients are now ready to progress discussions with Brighte in the hope of reaching a mutually acceptable resolution.

Brighte's proposal

I refer to [REDACTED]'s email dated 12 July 2019, which sets out the following proposal:

- *"that Solar Today attend your clients' premises to make an assessment on the appropriateness of the installation of the 8 panel and 6 panel systems and determine if those panels are providing an additional financial benefit to your clients (ie resulting in a further reduction in your clients' electricity bills);*
- *in the interim continue with the payment moratorium so your clients are not obligated to make payments until the installation of those two systems and corresponding benefits are assessed;*
- *if it is assessed that your clients are enjoying an increased benefit by way of an increased reduction to their energy bill as a result of the installation of the 8 and 6 panel systems then we can work out a suitable payment arrangement and/or waive a component of your clients' debt with us; and*
- *if there is no increased benefit to having the 8 and 6 panel systems whatsoever, that we will work with Solar Today to remove those panels and provide a refund to your clients."*

Our clients are happy to allow SolarToday to attend their premises, inspect the installation of the systems and make its own an assessment as to what, if any, financial benefit the systems are providing.

However, before our clients agree to be bound by SolarToday's assessment they would want the opportunity to consider it and as necessary have their own assessment carried out.

The results of the assessment process will hopefully provide a basis for resolution of the case and determine what remedies may be open to our clients. Our clients cannot therefore agree to a formulae for determining their remediation until after the process is complete.

Our clients appreciate Brighte's commitment to resolving this matter through a proper assessment process and we look forward to discussing a resolution to the case when that process is complete.

Formally our clients reserve their rights despite their agreement to allow the assessment of the panels to proceed.

Please advise when SolarToday wishes to carry out the assessment so we can make the necessary arrangements with our clients. Most weekdays should work for our clients except for Fridays.

Payment moratorium

On 17 July 2019, we advised Brighte that one of our clients had been admitted to hospital with a serious medical condition and that our clients were unable to provide us with instructions for the time being. We requested Brighte's confirmation that the current payment moratorium would remain on foot pending further discussions, and Brighte provided this confirmation (I refer to [REDACTED]'s email dated 18 July 2019).

We are instructed that a payment was deducted from our client's bank account last week. As we have detailed in earlier correspondence, our clients have suffered significant financial hardship as a result of the Brighte contracts. They do not have the capacity to continue making repayments to Brighte.

Please confirm that the deduction was made in error and that Brighte will reinstate the payment moratorium until this matter has been resolved.

Request for documents

Finally, I note that [REDACTED]'s email dated 12 July 2019 states that *"our assessment of the information provided by your clients to assess their capacity to repay the finance which included the use of HEM as a floor in relation to expenditure demonstrated that your clients did have the capacity to make the required repayments on the financed amount"*.

Please provide us with:

- copies of the assessments based on which Brighte determined that the contracts were affordable; and
- any documents or information collected by Brighte in carrying out these assessments.

I look forward to hearing from you soon.

Kind regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

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From: [REDACTED]@brighte.com.au>
Sent: Monday, 26 August, 2019 11:07 AM
To: Rex Punshon <rex@consumeraction.org.au>
Cc: [REDACTED]@brighte.com.au>; [REDACTED]@brighte.com.au>;
Brighte Complaints <complaints@brighte.com.au>; [REDACTED]@brighte.com.au>
Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Dear Rex

I just wanted to let you know that I will be moving on from Brighte. Your contact for this matter going forward will be [REDACTED] (copied into this email).

Let us know if you have any update in relation to this matter.

Kind Regards,

[REDACTED]

Corporate Counsel



Level 6, 56 Pitt St, Sydney, NSW 2000, Australia

M: 0431820914 | E: [REDACTED]@brighte.com.au | PH: 1-300-BRIGHTE



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From: Rex Punshon <rex@consumeraction.org.au>

Sent: Wednesday, 17 July 2019 5:58 PM

To: [REDACTED]@brighte.com.au>

Cc: [REDACTED]@brighte.com.au>; [REDACTED]@brighte.com.au>

Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Hi [REDACTED]

Thanks for following up with me and my apologies for being difficult to contact – I have been in meetings all day so was unable to return your call.

We have just learned that one of our clients has been admitted to hospital with a serious medical condition. While we are still keen to resolve this matter with Brighte, our clients are not in a position to provide us with instructions at the moment. We will contact you again when our clients are ready to progress the settlement discussions.

In the meantime, we request that our clients' current payment moratorium remain on foot pending

further discussions.

We also note that our clients were sent a payment reminder notice on 27 June 2019, despite Brighte having agreed to a payment moratorium.

Can you please confirm that Brighte will:

- keep the current payment moratorium on foot pending further discussions; and
- not engage in any further debt collection activity while we are attempting to resolve this matter.

Regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

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From: [REDACTED] <[\[REDACTED\]@brighte.com.au](mailto:[REDACTED]@brighte.com.au)>
Sent: Wednesday, 17 July, 2019 11:45 AM
To: Rex Punshon <rex@consumeraction.org.au>
Cc: [REDACTED] <[\[REDACTED\]@brighte.com.au](mailto:[REDACTED]@brighte.com.au)>; [REDACTED] <[\[REDACTED\]@brighte.com.au](mailto:[REDACTED]@brighte.com.au)>
Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Hi Rex

Would you mind giving me a call on this matter. I've tried to call to speak to you a couple of times but have been unable to get through. As noted in my previous correspondence, we understand the allegation from your clients are that Solar Today came in uninvited and were sold two further solar systems.

The implication is that these systems should not have been sold as your clients had an existing system. Having been in contact with the owner of Solar Today, he has spoken to the agent involved in quoting and installing those further sets of panels and has said that they were invited to quote and install the further two sets of panels by your clients as an upgrade to the existing system.

Our offer is to send out the owner of Solar Today to review if your clients are deriving a benefit from the two further solar systems ie if they are receiving a marked reduction in their energy bills and we can then

determine how to proceed.

I would be grateful if you could give me a call to discuss a suitable time for your clients to have William Zheng from Solar Today attend their premises to do the review.

I hope to speak with you soon.

Kind Regards,

[REDACTED]

Corporate Counsel



Level 6, 56 Pitt St, Sydney, NSW 2000, Australia

M: 0431820914 | E: [REDACTED]@brighte.com.au | PH: 1-300-BRIGHTE



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From: Rex Punshon <rex@consumeraction.org.au>

Sent: Wednesday, 10 July 2019 4:46 PM

To: [REDACTED]@brighte.com.au>

Cc: [REDACTED]@brighte.com.au>; [REDACTED]@brighte.com.au>

Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Dear [REDACTED]

Thank you for your email.

I **attach** the following documents:

- MonashHealth medical records confirming that [REDACTED] has Turner's syndrome. For confidentiality reasons, I have redacted the content of the records.

- Centrelink income statement confirming that [REDACTED] receives the Disability Support Pension.
- Centrelink income statement confirming that [REDACTED] receives a Carer Payment and Carer Allowance.

As our clients purchased the initial 12-panel system around five years ago, they no longer have any relevant documents in their possession. We are instructed that this system was purchased from True Value Solar, which has ceased trading.

We look forward to receiving your response to the substantive issues and offer outlined in our letter.

Regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

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From: [REDACTED]@brighte.com.au>
Sent: Tuesday, 2 July, 2019 1:08 PM
To: Rex Punshon <rex@consumeraction.org.au>
Cc: [REDACTED]@brighte.com.au>; [REDACTED]@brighte.com.au>
Subject: RE: 15344; [REDACTED]; Solar Today; Letter of Demand - Consumer Action Law Centre

Dear Rex

I am Brighte's internal Legal Counsel.

I refer to your letter of demand sent through on 27 June 2019. I acknowledge receipt of your letter and wanted to let you know that we are looking into the issues raised within your letter.

We are committed to an efficient, fair and reasonable resolution to the concerns raised by your client. By way of a brief background in relation to Brighte – we offer a point of sale finance solution to consumers who are looking to purchase energy efficient products, including solar and batteries. We do not charge interest on the loans we offer to consumers and we charge minimal fees. Applications for finance are submitted by merchants on behalf of customers, however approval of finance is subject to our credit

criteria and verification processes. You would appreciate we are not at the point of sale, and therefore we rely on the information from applicants of our product to assess the suitability of the finance that we provide.

To assist us with reviewing this matter, we need some information about your clients. Can you please provide the following information:

- a medical report that Ms [REDACTED] suffers from Turner's syndrome;
- evidence of Ms [REDACTED]'s Disability Support Pension; and
- evidence of Mr [REDACTED]'s Carers Allowance.

If possible, are you also able to provide evidence that an initial 12 panel system was installed on your clients' roof prior to 20 March 2018 (for example a purchase order would be helpful).

We hope for a non-contentious resolution to the matters raised by your clients and hope that you will assist us in making our enquiries.

Moving forward, I would be grateful if CALC could send directly to me all further matters. We would appreciate a co-operative relationship with CALC and will continue to welcome matters raised by CALC.

If you would like to discuss, please feel free to give me a call, otherwise it would be great if you could send through the information requested above.

Kind Regards,

[REDACTED]

Corporate Counsel



Level 6, 56 Pitt St, Sydney, NSW 2000, Australia

M: 0431820914 | E: [REDACTED]@brighte.com.au | PH: 1-300-BRIGHTE



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From: Rex Punshon <rex@consumeraction.org.au>
Sent: Thursday, 27 June 2019 6:13 PM
To: [REDACTED] <[\[REDACTED\]@brighte.com.au](mailto:[REDACTED]@brighte.com.au)>
Cc: Brighte Customer Care <customercare@brighte.com.au>
Subject: [REDACTED]

Dear [REDACTED]

Please see the **attached** letter.

Regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

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From: [REDACTED] <[\[REDACTED\]@brighte.com.au](mailto:[REDACTED]@brighte.com.au)>
Sent: Thursday, 23 May, 2019 7:18 PM
To: Rex Punshon <rex@consumeraction.org.au>
Subject: Request for hardship assistance - your ref. 15344

Good afternoon Rex,

We acknowledge your letter of 08/05/2019 concerning Mr & Mrs [REDACTED] and confirm that we have suspended the repayments on account 15344 on a temporary basis until 30/08/2019 due to financial hardship.

We await your further correspondence in this matter in due course. In the meantime we attach for your file the following documents:

1. Tax Invoice issued by Solar Today
2. Brighte Customer Contract issued 20/03/2018
3. Amended Brighte Customer Contract issued 21/05/2018

Thank you and regards,


Senior Credit Manager



Level 6, 56 Pitt St, Sydney, NSW 2000, Australia
E: @brighte.com.au | PH: 1300 274 448

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From: Rex Punshon <rex@consumeraction.org.au>
Sent: Wednesday, 8 May 2019 12:01 PM
To: Brighte Customer Care <customercare@brighte.com.au>
Subject: Request for hardship assistance - your ref. 15344

Dear Sir/Madam

Please refer to the **attached** letter.

Regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

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IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-22** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Subject: Complaint in relation to Brighte Capital Pty Ltd
Date: Wednesday, 16 October 2019 at 5:35:54 pm Australian Eastern Daylight Time
From: Rex Punshon
To: [REDACTED]@asic.gov.au
CC: [REDACTED]@asic.gov.au
Attachments: 191016-complaint-to-ASIC-re-Brighte.pdf, 449602-[REDACTED]- authority.pdf, 449602-[REDACTED] authority.pdf, 449602-190627-letter-of-demand-to-Brighte.pdf, image001.jpg, image002.jpg, image003.png, image004.jpg, image005.png, image006.png, image007.jpg

Good afternoon

Please see the **attached** complaint in relation to Brighte Capital Pty Ltd.

Please note a copy has been sent by post to the Misconduct & Breach Reporting team.

Please do not hesitate to contact me if you need any further information.

Kind regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

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Our Ref: 449602

Contact: Rex Punshon

Wednesday, 16 October 2019

Australian Securities and Investment Commission
Misconduct & Breach Reporting
GPO Box 9827
Melbourne VIC 3001

Dear Misconduct & Breach Reporting Team,

Complaint against Brighte Capital Pty Ltd

We make this complaint about Brighte Capital Pty Ltd ("**Brighte**") on behalf of our clients, [REDACTED] and [REDACTED]. We **enclose** our clients' executed authorities in accordance with the *Privacy Act 1988* (Cth).

At Consumer Action Law Centre, we are frequently contacted by consumers in relation to similar disputes with 'buy now pay later' credit providers like Brighte. In the context of the many enquiries we receive about these credit providers, we believe that our client's complaint is indicative of a broader systemic problem that warrants your urgent investigation.

Details of complaint

1. Our clients, [REDACTED] and [REDACTED], are aged 62 and 65 respectively. Both receive Centrelink payments as their sole source of income. Ms [REDACTED] receives the Disability Support Pension for Turner's syndrome (a chromosomal disorder), arthritis, deafness, sleep apnoea, glaucoma and diabetes, while Mr [REDACTED] receives a Carer Allowance.
2. Our clients' complaint relates to the purchase of two solar panel systems from General Green Pty Ltd ("**SolarToday**"). To purchase these systems, our clients took out loans with Brighte.
3. We are instructed as follows:
 - a. On 20 March 2018, a sales representative of SolarToday named [REDACTED] attended our clients' premises uninvited and convinced them to purchase a 2kW 8-panel solar system ("**the 8-panel system**") by taking out a \$6,050 loan with Brighte. Our clients already had a functioning 12-panel system installed on their roof at the time.
 - b. On 8 May 2018, Mr [REDACTED] again attended our clients' premises uninvited and convinced them to purchase a further 1.5kW 6-panel solar system ("**the 6-panel system**") – leaving them with a total of

26 solar panels. Our clients signed a Customer Sales Agreement which stated that the price for the 6-panel system, if they paid upfront, would be \$3,500.

- c. Due to their limited income, our clients were unable to pay for the 6-panel system upfront. On 21 May 2018, Mr [REDACTED] presented our clients with a revised Customer Sales Agreement under which they agreed to purchase the 6-panel system by paying a \$500 cash deposit and taking out a further \$4,550 loan with Brighte. The total price for the 6-panel system under the revised Customer Sales Agreement (\$5,050) was a mark-up of approximately 44% on the previously quoted cash price (\$3,500).
- d. Mr [REDACTED] used high-pressure and misleading sales tactics to convince our clients to purchase the two systems by:
 - i. ignoring our clients when they said that they could not afford the systems due to their limited income; and
 - ii. repeatedly telling our clients that installing further solar panels would lead to significant savings on their electricity bills (even though they already had a functioning system prior to his first visit). These representations have proven to be false and misleading.
- e. In order to repay the total Brighte loan amount of \$10,600, our clients were required to make fortnightly repayments to Brighte of \$85.11 from July 2018 to May 2019. Our clients were unable to make these repayments without experiencing significant financial hardship. Our clients requested that the Brighte repayments be direct debited from their bank account on the same day that they received their Centrelink payments in order to avoid incurring late fees from Brighte. As a result, our clients were often "caught short" when attempting to pay for essential living expenses later in their Centrelink payment cycle, such as food. Our clients also had to access a financial counselling service to obtain food relief, take out loans to pay for medical and other expenses, and cancel a number of specialist medical appointments.

Concerns regarding Brighte's conduct

- 4. While our clients have now reached a settlement agreement with Brighte, we are concerned about certain aspects of Brighte's conduct which we wish to draw to your attention.

Avoidance of the *National Consumer Credit Protection Act 2009* (Cth) ("**NCCPA**") and the *National Credit Code* ("**Code**")

- 5. Brighte relies on the "continuing credit contract" exemption in s 6(5) of the Code to assert that its loans are not subject to the NCCPA and the Code. The exemption applies where the only charge for the provision of credit is a periodic or other fixed charge that does not vary according to the amount of credit provided, and the charge does not exceed the amount set out in the Regulations (\$200 in the first year and \$125 in each subsequent year).
- 6. The facts detailed above show that our clients paid a substantially higher price to purchase the 6-panel system by taking out a loan with Brighte (\$5,050) than the price which would have applied if they had paid



upfront (\$3,500). In our view, this additional cost should be considered a “charge” for the provision of credit, which would:

- a. render the s 6(5) exemption inapplicable; and
- b. require Brighte to comply with the NCCPA and the Code in providing loans to consumers.

Liability as a linked credit provider for contraventions of the Australian Consumer Law (“ACL”) by SolarToday

7. Based on our instructions, Brighte appears to be a linked a credit provider of SolarToday within the meaning of s 3 ACL. Our clients were referred to Brighte by SolarToday, which acted as an intermediary in setting up the two loans.
8. Accordingly, s 278 ACL provides that Brighte is jointly and severally liable to our clients for SolarToday’s multiple contraventions of the ACL, including:
 - a. misleading our clients about the benefits of the 8-panel system and the 6-panel system (s 18 ACL);
 - b. engaging in unconscionable conduct (s 21 ACL);
 - c. failing to comply with the guarantee of fitness for purpose (s 55 ACL); and
 - d. failing to comply with numerous obligations regarding unsolicited consumer agreements (ss 74(b), 75, 76(a), 79(c), 80 and 86 ACL).

Documents

9. We **enclose** our letter of demand to Brighte dated 27 June 2019, which provides further details about the background to our clients’ complaint, SolarToday’s contraventions of the ACL and Brighte’s liability as a linked credit provider.

Broader systemic or public policy issues raised by this complaint

10. This case identifies the following public policy issues which we think require investigation:
 - a. Brighte is providing unaffordable loans to vulnerable consumers under the pretense that its loans involve minimal charges and are therefore not subject to the NCCPA and the Code. In reality, our clients’ complaint shows that consumers may pay a substantially higher price to purchase goods using a Brighte loan than the price which would have otherwise applied. Where this is the case, Brighte should not be able to rely on the s 6(5) exemption and should instead be required to comply with the NCCPA and the Code in providing loans to consumers.
 - b. The provision of unaffordable loans is particularly concerning where it occurs in the context of unsolicited consumer agreements. As detailed in our Knock it Off! report, these agreements “are problematic because they often involve unfair, high-pressure sales practices which result in



inappropriate or unaffordable purchases—often by people experiencing vulnerability who are ill equipped to withstand such tactics, and least likely to assert their rights in the event of a bad deal”.¹

Please direct any queries to Rex Punshon of our office on (03) 9670 5088 or by email to rex@consumeraction.org.au.

Yours faithfully,

CONSUMER ACTION LAW CENTRE



Rex Punshon
Solicitor



David Maunsell
Managing Lawyer

¹ Consumer Action Law Centre, *Knock it Off! Door-to-Door Sales and Consumer Harm in Victoria*, November 2017, p. 13: <https://consumeraction.org.au/wp-content/uploads/2017/11/Knock-it-off-Consumer-Action-Law-Centre-November-2017.pdf>.



AUTHORITY

I, [REDACTED], of [REDACTED], date of birth, [REDACTED] hereby instruct and authorise you to disclose any information, and to forward any document as defined by the s 3 of the *Evidence Act* (Cth) 1995 and the *Evidence Act* (Vic) 2008 s 3(1) you or your agent may hold concerning me (including information regulated by the *Privacy Act* (Cth) 1988), to the Consumer Action Law Centre, Level 6, 179 Queen Street, Melbourne VIC 3000, and to its employees.

DATED this 12 day of MARCH 2019

[REDACTED]
[REDACTED]

AUTHORITY

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DATED this 12 day of MARCH 2019

[REDACTED]
[REDACTED]

Our Ref: 262908
Contact: Rex Punshon

Thursday, 27 June 2019

██████████
Senior Credit Manager
Brighte Capital Pty Ltd
By email: ██████████@brighte.com.au

Dear Mr ██████████,

██████████ and ██████████
BrightePay Account Number: 15344

We refer to previous correspondence and confirm that we act for ██████████ and ██████████.

The purpose of this letter is to:

- outline our clients' claims against General Green Pty Ltd ("**SolarToday**") and Brighte Capital Pty Ltd ("**Brighte**") under the Australian Consumer Law ("**ACL**"); and
- put forward our clients' demand in the hope that this matter can be resolved without the need for litigation.

Background

We are instructed as follows:

1. As set out in our previous letter, ██████████ and ██████████ are aged 62 and 65 respectively. Both receive Centrelink payments as their sole source of income. Ms ██████████ receives the Disability Support Pension for Turner's syndrome (a chromosomal disorder), arthritis, deafness, sleep apnoea, glaucoma and diabetes, while Mr ██████████ receives a Carer Allowance.
2. On 20 March 2018, a sales representative of SolarToday named ██████████ attended our clients' premises uninvited and convinced them to purchase a 2kW 8-panel solar system ("**the 8-panel system**") by taking out a \$6,050 loan with Brighte. Our clients already had a functioning 12-panel system installed on their roof at the time.

3. Our clients subsequently received a Payment Plan from Brighte stating that they would be required to make fortnightly repayments of \$47.12.
4. On 8 May 2018, Mr [REDACTED] again attended our clients' premises uninvited and convinced them to purchase a further 1.5kW 6-panel solar system ("**the 6-panel system**"). Mr [REDACTED] told our clients that if they paid for the 6-panel system upfront, the price would be \$3,500. Our clients were unsure whether they could afford to pay this amount upfront, but paid a \$200 deposit.
5. On 21 May 2018, Mr [REDACTED] attended our clients' premises for a third time and told them that if they could not afford to pay for the 6-panel system upfront, they could instead pay a \$500 deposit and take out a further \$4,550 loan with Brighte.
6. Mr [REDACTED] did not explain to our clients that this would lead to an increase in their fortnightly repayments and our clients received no documentation from Brighte outlining the terms of their updated Payment Plan. Our clients only learned that their fortnightly repayments had increased to \$85.11 upon checking their bank account statements. Our clients did not receive a copy of the Payment Plan dated 21 May 2018 attached to your email dated 23 May 2019.
7. Our clients did not have any direct contact with Brighte regarding either the initial provision of \$6,050 credit on 20 March 2018 or the further provision of \$4,550 credit on 21 May 2018. Rather, SolarToday:
 - a. suggested that our clients finance the transactions by taking out a loan with Brighte; and
 - b. acted as intermediary between our clients and Brighte in setting up the two Payment Plans.
8. In the remainder of this letter, we refer to:
 - a. the SolarToday Customer Sales Agreements dated 20 March 2018, 8 May 2018 and 21 May 2018 as "**the Sale Contracts**"; and
 - b. the Brighte Payment Plans dated 20 March 2018 and 21 May 2018 as "**the Credit Contracts**".

High-pressure and misleading sales tactics

9. Mr [REDACTED] used high-pressure and misleading sales tactics to convince our clients to enter the Sale Contracts and the Credit Contracts.
10. On each occasion that Mr [REDACTED] attended our clients' premises, Mr [REDACTED] initially stated that they were not interested in purchasing the solar panel system as:
 - a. they already had a functioning system; and
 - b. they could not afford to purchase a further system due to their limited income.
11. However, Mr [REDACTED] refused to take "no" for an answer.
12. Mr [REDACTED] also repeatedly told our clients that installing further solar panels would lead to significant savings on their electricity bills ("**the misrepresentations**").

13. When Mr [REDACTED] appeared reluctant, Mr [REDACTED] turned his attention towards Ms [REDACTED], who has an intellectual disability. Once Mr [REDACTED] had secured Ms [REDACTED]'s agreement, Mr [REDACTED] instructs that he felt they had gone too far to pull out of the transaction.
14. Contrary to Mr [REDACTED]'s misrepresentations, our clients' electricity bills have hardly reduced at all since having the two systems installed by SolarToday. Our clients' electricity bill for the three-month period immediately after the installation of the two systems was only around \$3 cheaper than their previous bill. These negligible savings have been far outweighed by the cost of the systems themselves, which – as detailed in our previous letter – has caused our clients to experience significant financial hardship.

Liability of SolarToday

15. SolarToday's conduct in relation to the supply of the 8-panel system and the 6-panel system contravened numerous provisions of the Australian Consumer Law ("ACL"). We have summarized these contraventions below.

Misleading or deceptive conduct (section 18 ACL)

16. The misrepresentations described at paragraph 12 were false. SolarToday's conduct was misleading or deceptive in that it misled our client about the benefits that the 8-panel system and the 6-panel system would deliver. Our clients would not have entered the Sale Contracts or the Credit Contracts if they had known that the misrepresentations were false.

Guarantee of fitness for purpose (section 55 ACL)

17. By making the misrepresentations, SolarToday represented that the 8-panel system and the 6-panel system would be fit for a particular purpose – i.e. that they would significantly reduce our clients' electricity bills. This has clearly not been the case. Accordingly, SolarToday has failed to comply with the guarantee of fitness for purpose.

Obligations regarding unsolicited consumer agreements

18. The Sale Contracts were unsolicited consumer agreements within the meaning of section 69 ACL.
19. Accordingly, Mr [REDACTED] was obliged (but failed) to:
 - a. Advise our clients before starting to negotiate that he was obliged to leave immediately on request (section 74(b) ACL).
 - b. Leave the premises as soon as Mr [REDACTED] stated that they were not interested in purchasing the solar panel system (section 75 ACL).
 - c. Give our clients information in writing about:
 - i. their right to terminate the Sale Contracts during the 10-day cooling off period (section 76(a)(i) ACL);
 - ii. how to exercise that right (section 76(a)(ii) ACL); and

- iii. the prohibition in section 86 ACL (section 76(a)(iii) ACL and regulation 83 of the *Competition and Consumer Regulations 2010* (Cth) ("**the Regulations**")),
- ("the mandated information").

While the Sale Contracts do contain a notice stating that "*you have a right to cancel this agreement within 10 business cooling days*" ("**cooling-off notice**"), they do not contain any information about how to exercise that right or the prohibition in section 86 ACL. Furthermore, SolarToday was required to ensure that all of the mandated information was in text that was the most prominent text in the Sale Contracts, other than the text setting out SolarToday's name or logo (section 76(d) ACL and regulation 84 of the Regulations). The cooling-off notice is indistinguishable from most of the text in the Sale Contracts and is clearly not the most prominent text in the document. Mr [REDACTED] also took no steps to advise our clients of their cooling-off rights verbally or to draw their attention to the cooling-off notice, and our clients were unaware that they had this right when they signed the Sale Contracts.

- d. Provide our clients with a notice that could be used to terminate the Sale Contracts in the prescribed form (section 79(c) ACL).
- e. Ensure that the Sale Contracts were properly signed (section 80 ACL). We note that Ms [REDACTED] is named as the "customer" under the Sale Contract dated 21 May 2018, but it appears to have been signed by Mr [REDACTED].
- f. Not accept or require any payment within 10 business days after the Sale Contracts were made (section 86 ACL). Our clients paid a \$200 deposit on the day of signing the Sale Contract dated 8 May 2018 and a further \$300 deposit on the day of signing the Sale Contract dated 21 May 2018.

Unconscionable conduct (section 21 ACL)

20. In all of the circumstances, SolarToday engaged in conduct that was unconscionable in that:

- a. our clients were in a weaker bargaining position than SolarToday considering their personal circumstances;
- b. our clients were not able to fully comprehend the terms and conditions of the Sale Contracts or the Credit Contracts;
- c. SolarToday used high pressure and misleading sales tactics against our clients, as detailed at paragraphs 9-14 above;
- d. SolarToday failed to explain or adequately explain the terms and conditions of the Sale Contracts and the Credit Contracts, such as our clients' cooling-off rights and the amount of their fortnightly repayments;
- e. Solar Today took advantage of the special disadvantage and vulnerability of Ms [REDACTED] who suffers from an intellectual disability.

Liability of Brighte

21. Section 278 ACL stipulates that if a consumer who is a party to a linked credit contract suffers loss or damage as a result of the supplier's misrepresentation or failure to comply with a consumer guarantee, the linked credit provider and the supplier are jointly and severally liable to the consumer for the amount of the loss or damage.
22. Under section 3 ACL, a credit provider is deemed to be a "linked credit provider" of a supplier if the two parties have any sort of contract, arrangement or understanding relating to the provision of credit to the supplier's customers in respect of payment for the supplier's goods or services. The evidence supports the existence of such an understanding or arrangement between Brighte and SolarToday in that:
 - a. our clients were referred to Brighte by SolarToday;
 - b. our clients had no direct contact with Brighte at any stage of the transaction; and
 - c. the provision of credit including completion of paperwork was arranged wholly by SolarToday.
23. In sum, on the evidence provided to us:
 - a. Brighte is a linked credit provider of SolarToday; and
 - b. the Credit Contracts are linked credit contracts within the meaning of section 278(2) ACL in relation to the Sales Contracts.
24. It follows that Brighte is jointly and severally liable to our clients for the loss and damage they have sustained as a result of the conduct of SolarToday detailed above.

Proposed resolution

25. Our clients are entitled to pursue the claims detailed above. However, to avoid the time and inconvenience associated with litigation, our clients are prepared to settle the dispute on the basis that Brighte:
 - a. refund all monies paid by our clients to Brighte under the Credit Contracts;
 - b. confirm in writing that the Credit Contracts are at an end and that our clients have no further liability in relation to the Credit Contracts and the Sale Contracts; and
 - c. confirm in writing that no adverse information relating to the Credit Contracts or the Sale Contracts will be reflected on our client's credit report.
26. This offer is open for acceptance for 14 days from the date of this letter.
27. If this offer is not accepted, our clients reserve their rights to commence proceedings without further notice.

Yours faithfully,

CONSUMER ACTION LAW CENTRE



Rex Punshon
Solicitor



David Maunsell
Managing Lawyer



IN THE AUSTRALIAN COMPETITION TRIBUNAL
APPLICATION BY FLEXIGROUP LIMITED
ACT 1 OF 2019

Certificate identifying exhibit

This is the exhibit marked **RPP-23** now produced and shown to Rex Pascal Punshon at the time of affirming his affidavit on 3 May 2020

Before me:

Signature of person taking affidavit

A handwritten signature in black ink, appearing to be 'RPP', followed by a horizontal flourish.

Subject: Complaint against General Green Pty Ltd and Brighte Capital Pty Ltd
Date: Wednesday, 16 October 2019 at 4:42:11 pm Australian Eastern Daylight Time
From: Rex Punshon
To: partners@cav.vic.gov.au
CC: info.centre@accc.gov.au, CCCSecretariat@accc.gov.au
Attachments: 191016-complaint-to-CAV-cc-ACCC-re-SolarToday-Brighte.pdf, 449602-[REDACTED]-authority.pdf, 449602-[REDACTED]-authority.pdf, image001.jpg, image002.jpg, image003.png, image004.jpg, image005.png, image006.png, image007.jpg, 449602-190627-letter-of-demand-to-Brighte.pdf

Good afternoon

Please see the **attached** complaint in relation to General Green Pty Ltd and Brighte Capital Pty Ltd.

Please do not hesitate to contact me if you need any further information.

Kind regards

Rex Punshon | Solicitor



Level 6, 179 Queen Street | Melbourne VIC 3000 | www.consumeraction.org.au
+61 3 9670 5088 (reception) | rex@consumeraction.org.au | Work Hours: Mon-Fri, 9 am-5:30 pm

Get back on track with free financial counselling – contact the [National Debt Helpline](http://www.ndh.org.au) on 1800 007 007.



Consumer Action is located on the land of the Kulin Nations. We acknowledge all Traditional Owners of Country throughout Australia and recognise the continuing connection to lands, waters and communities. We pay our respect to cultures; and to Elders past, present and emerging.

Privacy and Confidentiality Message: The information contained in this message and attachment (if any) may be privileged and confidential between the Consumer Action Law Centre and the recipient and is to be read by the intended recipient only. If you are not the intended recipient you may not copy, distribute or disseminate this information or take or omit to take any action on the information contained in this message and attachment (if any). If you have received this message and attachment (if any) in error please notify us immediately by phone on (03) 9670 5088 and delete the message and attachment (if any) permanently. Thank you for your assistance.

Our Ref: 449602

Contact: Rex Punshon

Wednesday, 16 October 2019

CAV Enforcement

GPO Box 4567

Melbourne VIC 3000

By email: partners@cav.vic.gov.au

Dear Consumer Affairs Victoria

Complaint against General Green Pty Ltd and Brighte Capital Pty Ltd

We make this complaint about General Green Pty Ltd ("**SolarToday**") and Brighte Capital Pty Ltd ("**Brighte**") on behalf of our clients, [REDACTED] and [REDACTED]. We **enclose** our clients' executed authorities in accordance with the *Privacy Act 1988* (Cth).

At Consumer Action Law Centre, we are frequently contacted by consumers in relation to similar disputes with solar panel suppliers like SolarToday and 'buy now pay later' credit providers like Brighte. In the context of the many enquiries we receive about unsolicited solar panel sales, we believe that our clients' complaint is indicative of a broader systemic problem that warrants your urgent investigation.

Details of complaint

1. Our clients, [REDACTED] and [REDACTED], are aged 62 and 65 respectively. Both receive Centrelink payments as their sole source of income. Ms [REDACTED] receives the Disability Support Pension for Turner's syndrome (a chromosomal disorder), arthritis, deafness, sleep apnoea, glaucoma and diabetes, while Mr [REDACTED] receives a Carer Allowance.
2. Our clients' complaint relates to the purchase of two solar panel systems from General Green Pty Ltd ("**SolarToday**"). To purchase these systems, our clients took out loans with Brighte.
3. We are instructed as follows:
 - a. On 20 March 2018, a sales representative of SolarToday named [REDACTED] attended our clients' premises uninvited and convinced them to purchase a 2kW 8-panel solar system ("**the 8-panel system**") by taking out a \$6,050 loan with Brighte. Our clients already had a functioning 12-panel system installed on their roof at the time.

- b. On 8 May 2018, Mr [REDACTED] again attended our clients' premises uninvited and convinced them to purchase a further 1.5kW 6-panel solar system ("the 6-panel system") – leaving them with a total of 26 solar panels. Our clients signed a Customer Sales Agreement which stated that the price for the 6-panel system, if they paid upfront, would be \$3,500.
- c. Due to their limited income, our clients were unable to pay for the 6-panel system upfront. On 21 May 2018, Mr [REDACTED] presented our clients with a revised Customer Sales Agreement under which they agreed to purchase the 6-panel system by paying a \$500 cash deposit and taking out a further \$4,550 loan with Brighte. The total price for the 6-panel system under the revised Customer Sales Agreement (\$5,050) was a mark-up of approximately 44% on the previously quoted cash price (\$3,500).
- d. Mr [REDACTED] used high-pressure and misleading sales tactics to convince our clients to purchase the two systems by:
 - i. ignoring our clients when they said that they could not afford the systems due to their limited income; and
 - ii. repeatedly telling our clients that installing further solar panels would lead to significant savings on their electricity bills (even though they already had a functioning system prior to his first visit). These representations have proven to be false and misleading.
- e. In order to repay the total Brighte loan amount of \$10,600, our clients were required to make fortnightly repayments to Brighte of \$85.11 from July 2018 to May 2019. Our clients were unable to make these repayments without experiencing significant financial hardship. Our clients requested that the Brighte repayments be direct debited from their bank account on the same day that they received their Centrelink payments in order to avoid incurring late fees from Brighte. As a result, our clients were often "caught short" when attempting to pay for essential living expenses later in their Centrelink payment cycle, such as food. Our clients also had to access a financial counselling service to obtain food relief, take out loans to pay for medical and other expenses, and cancel a number of specialist medical appointments.
- f. On 24 September 2019, we agreed to allow SolarToday to attend our client's premises in order to:
 - i. inspect the installation of the 8-panel system and the 6-panel system; and
 - ii. make an assessment as to what, if any, financial benefit those systems were providing to our clients.
- g. Contrary to this agreed purpose, the two SolarToday representatives – who we understand were directors of the company – presented our clients with a handwritten "Settlement Agreement" and pressured them to sign it. The "Settlement Agreement" purported to provide that SolarToday would pay our clients compensation of \$1,500, but that our clients would otherwise remain liable to pay the full amount owing to Brighte. SolarToday represented to our clients that this would be its best and only settlement offer. Our clients were not expecting SolarToday to initiate settlement discussions and felt overwhelmed and pressured by SolarToday's conduct. Our clients ultimately agreed to sign

the document under the belief that it would need to be “confirmed” with Consumer Action Law Centre to be legally binding.

- h. Our clients have since reached a separate settlement with Brighte.

Concerns regarding conduct of SolarToday and Brighte

4. SolarToday contravened numerous provisions of the ACL in relation to the supply of the 8-panel system and the 6-panel system, including:
 - a. misleading our clients about the benefits of the 8-panel system and the 6-panel system (s 18 ACL);
 - b. engaging in unconscionable conduct (s 21 ACL);
 - c. failing to comply with the guarantee of fitness for purpose (s 55 ACL); and
 - d. failing to comply with numerous obligations regarding unsolicited consumer agreements (ss 74(b), 75, 76(a), 79(c), 80 and 86 ACL).
5. As a linked credit provider of SolarToday within the meaning of s 3 ACL, Brighte is jointly and severally liable to our clients in respect of these contraventions (s 278 ACL).
6. Further, SolarToday’s conduct on 24 September 2019 was also unconscionable. SolarToday was aware of our clients’ vulnerabilities and aware that we were acting on our clients’ behalf, yet pressured our clients to sign a Settlement Agreement which, in our view, fell well short of the legal remedies open to them. This conduct was particularly egregious given that it took place while the SolarToday representatives were present in our clients’ home, having gained entry under the guise of carrying out an inspection.
7. [REDACTED]
[REDACTED]
[REDACTED] Brighte did not acknowledge the Settlement Agreement and on behalf of our clients we reached a separate settlement with Brighte on terms acceptable to our clients. We therefore see no basis to implicate Brighte in the actions of SolarToday on 24 September 2019.

Documents

8. We **enclose** our letter of demand to Brighte dated 27 June 2019, which provides further details about the background to our clients’ complaint, SolarToday’s contraventions of the ACL and Brighte’s liability as a linked credit provider.

Broader systemic or public policy issues raised by this complaint:

This case identifies the following public policy issues which we think require investigation:



9. The need for better regulation of solar system providers. The problems with the current regulatory regime in respect of the sale and installation of solar panels are highlighted in our Sunny Side Up report.¹
10. The need for better regulation of unsolicited sales in general, particularly where the merchant works with linked credit providers to offer consumers the option to purchase goods on credit. Our clients' complaint demonstrates that high-pressure sales combined with access to unaffordable linked credit can result in significant financial hardship.

Please direct any queries to Rex Punshon of our office on (03) 9670 5088 or by email to rex@consumeraction.org.au.

Yours faithfully,

CONSUMER ACTION LAW CENTRE



Rex Punshon
Solicitor



David Maunsell
Managing Lawyer

CC: Australian Competition and Consumer Commission
By email: info.centre@accc.gov.au and CCCSecretariat@accc.gov.au

¹ Consumer Action Law Centre, *Sunny Side Up: Strengthening the Consumer Protection Regime for Solar Panels in Victoria*, April 2019: https://consumeraction.org.au/wp-content/uploads/2019/06/1904_Sunny-Side-Up-Report_FINAL_WEB_NEW-1.pdf



AUTHORITY

I, [REDACTED], of [REDACTED], date of birth, [REDACTED] hereby instruct and authorise you to disclose any information, and to forward any document as defined by the s 3 of the *Evidence Act* (Cth) 1995 and the *Evidence Act* (Vic) 2008 s 3(1) you or your agent may hold concerning me (including information regulated by the *Privacy Act* (Cth) 1988), to the Consumer Action Law Centre, Level 6, 179 Queen Street, Melbourne VIC 3000, and to its employees.

DATED this 12 day of MARCH 2019

[REDACTED]

[REDACTED]



Level 6, 179 Queen Street
Melbourne, VIC 3000

info@consumeraction.org.au
consumeraction.org.au
T 03 9670 5088
F 03 9629 6898

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DATED this 12 day of MARCH 2019

[REDACTED]
[REDACTED]

Our Ref: 262908
Contact: Rex Punshon

Thursday, 27 June 2019

██████████
Senior Credit Manager
Brighte Capital Pty Ltd
By email: ██████████@brighte.com.au

Dear Mr ██████████,

██████████ and ██████████
BrightePay Account Number: 15344

We refer to previous correspondence and confirm that we act for ██████████ and ██████████.

The purpose of this letter is to:

- outline our clients' claims against General Green Pty Ltd ("**SolarToday**") and Brighte Capital Pty Ltd ("**Brighte**") under the Australian Consumer Law ("**ACL**"); and
- put forward our clients' demand in the hope that this matter can be resolved without the need for litigation.

Background

We are instructed as follows:

1. As set out in our previous letter, ██████████ and ██████████ are aged 62 and 65 respectively. Both receive Centrelink payments as their sole source of income. Ms ██████████ receives the Disability Support Pension for Turner's syndrome (a chromosomal disorder), arthritis, deafness, sleep apnoea, glaucoma and diabetes, while Mr ██████████ receives a Carer Allowance.
2. On 20 March 2018, a sales representative of SolarToday named ██████████ attended our clients' premises uninvited and convinced them to purchase a 2kW 8-panel solar system ("**the 8-panel system**") by taking out a \$6,050 loan with Brighte. Our clients already had a functioning 12-panel system installed on their roof at the time.

3. Our clients subsequently received a Payment Plan from Brighte stating that they would be required to make fortnightly repayments of \$47.12.
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6. Mr [REDACTED] did not explain to our clients that this would lead to an increase in their fortnightly repayments and our clients received no documentation from Brighte outlining the terms of their updated Payment Plan. Our clients only learned that their fortnightly repayments had increased to \$85.11 upon checking their bank account statements. Our clients did not receive a copy of the Payment Plan dated 21 May 2018 attached to your email dated 23 May 2019.
7. Our clients did not have any direct contact with Brighte regarding either the initial provision of \$6,050 credit on 20 March 2018 or the further provision of \$4,550 credit on 21 May 2018. Rather, SolarToday:
 - a. suggested that our clients finance the transactions by taking out a loan with Brighte; and
 - b. acted as intermediary between our clients and Brighte in setting up the two Payment Plans.
8. In the remainder of this letter, we refer to:
 - a. the SolarToday Customer Sales Agreements dated 20 March 2018, 8 May 2018 and 21 May 2018 as "**the Sale Contracts**"; and
 - b. the Brighte Payment Plans dated 20 March 2018 and 21 May 2018 as "**the Credit Contracts**".

High-pressure and misleading sales tactics

9. Mr [REDACTED] used high-pressure and misleading sales tactics to convince our clients to enter the Sale Contracts and the Credit Contracts.
10. On each occasion that Mr [REDACTED] attended our clients' premises, Mr [REDACTED] initially stated that they were not interested in purchasing the solar panel system as:
 - a. they already had a functioning system; and
 - b. they could not afford to purchase a further system due to their limited income.
11. However, Mr [REDACTED] refused to take "no" for an answer.
12. Mr [REDACTED] also repeatedly told our clients that installing further solar panels would lead to significant savings on their electricity bills ("**the misrepresentations**").

13. When Mr [REDACTED] appeared reluctant, Mr [REDACTED] turned his attention towards Ms [REDACTED], who has an intellectual disability. Once Mr [REDACTED] had secured Ms [REDACTED]'s agreement, Mr [REDACTED] instructs that he felt they had gone too far to pull out of the transaction.
14. Contrary to Mr [REDACTED]'s misrepresentations, our clients' electricity bills have hardly reduced at all since having the two systems installed by SolarToday. Our clients' electricity bill for the three-month period immediately after the installation of the two systems was only around \$3 cheaper than their previous bill. These negligible savings have been far outweighed by the cost of the systems themselves, which – as detailed in our previous letter – has caused our clients to experience significant financial hardship.

Liability of SolarToday

15. SolarToday's conduct in relation to the supply of the 8-panel system and the 6-panel system contravened numerous provisions of the Australian Consumer Law ("ACL"). We have summarized these contraventions below.

Misleading or deceptive conduct (section 18 ACL)

16. The misrepresentations described at paragraph 12 were false. SolarToday's conduct was misleading or deceptive in that it misled our client about the benefits that the 8-panel system and the 6-panel system would deliver. Our clients would not have entered the Sale Contracts or the Credit Contracts if they had known that the misrepresentations were false.

Guarantee of fitness for purpose (section 55 ACL)

17. By making the misrepresentations, SolarToday represented that the 8-panel system and the 6-panel system would be fit for a particular purpose – i.e. that they would significantly reduce our clients' electricity bills. This has clearly not been the case. Accordingly, SolarToday has failed to comply with the guarantee of fitness for purpose.

Obligations regarding unsolicited consumer agreements

18. The Sale Contracts were unsolicited consumer agreements within the meaning of section 69 ACL.
19. Accordingly, Mr [REDACTED] was obliged (but failed) to:
 - a. Advise our clients before starting to negotiate that he was obliged to leave immediately on request (section 74(b) ACL).
 - b. Leave the premises as soon as Mr [REDACTED] stated that they were not interested in purchasing the solar panel system (section 75 ACL).
 - c. Give our clients information in writing about:
 - i. their right to terminate the Sale Contracts during the 10-day cooling off period (section 76(a)(i) ACL);
 - ii. how to exercise that right (section 76(a)(ii) ACL); and

- iii. the prohibition in section 86 ACL (section 76(a)(iii) ACL and regulation 83 of the *Competition and Consumer Regulations 2010* (Cth) ("**the Regulations**")),
- ("the mandated information").

While the Sale Contracts do contain a notice stating that "*you have a right to cancel this agreement within 10 business cooling days*" ("**cooling-off notice**"), they do not contain any information about how to exercise that right or the prohibition in section 86 ACL. Furthermore, SolarToday was required to ensure that all of the mandated information was in text that was the most prominent text in the Sale Contracts, other than the text setting out SolarToday's name or logo (section 76(d) ACL and regulation 84 of the Regulations). The cooling-off notice is indistinguishable from most of the text in the Sale Contracts and is clearly not the most prominent text in the document. Mr [REDACTED] also took no steps to advise our clients of their cooling-off rights verbally or to draw their attention to the cooling-off notice, and our clients were unaware that they had this right when they signed the Sale Contracts.

- d. Provide our clients with a notice that could be used to terminate the Sale Contracts in the prescribed form (section 79(c) ACL).
- e. Ensure that the Sale Contracts were properly signed (section 80 ACL). We note that Ms [REDACTED] is named as the "customer" under the Sale Contract dated 21 May 2018, but it appears to have been signed by Mr [REDACTED].
- f. Not accept or require any payment within 10 business days after the Sale Contracts were made (section 86 ACL). Our clients paid a \$200 deposit on the day of signing the Sale Contract dated 8 May 2018 and a further \$300 deposit on the day of signing the Sale Contract dated 21 May 2018.

Unconscionable conduct (section 21 ACL)

20. In all of the circumstances, SolarToday engaged in conduct that was unconscionable in that:

- a. our clients were in a weaker bargaining position than SolarToday considering their personal circumstances;
- b. our clients were not able to fully comprehend the terms and conditions of the Sale Contracts or the Credit Contracts;
- c. SolarToday used high pressure and misleading sales tactics against our clients, as detailed at paragraphs 9-14 above;
- d. SolarToday failed to explain or adequately explain the terms and conditions of the Sale Contracts and the Credit Contracts, such as our clients' cooling-off rights and the amount of their fortnightly repayments;
- e. Solar Today took advantage of the special disadvantage and vulnerability of Ms [REDACTED] who suffers from an intellectual disability.

Liability of Brighte

21. Section 278 ACL stipulates that if a consumer who is a party to a linked credit contract suffers loss or damage as a result of the supplier's misrepresentation or failure to comply with a consumer guarantee, the linked credit provider and the supplier are jointly and severally liable to the consumer for the amount of the loss or damage.
22. Under section 3 ACL, a credit provider is deemed to be a "linked credit provider" of a supplier if the two parties have any sort of contract, arrangement or understanding relating to the provision of credit to the supplier's customers in respect of payment for the supplier's goods or services. The evidence supports the existence of such an understanding or arrangement between Brighte and SolarToday in that:
 - a. our clients were referred to Brighte by SolarToday;
 - b. our clients had no direct contact with Brighte at any stage of the transaction; and
 - c. the provision of credit including completion of paperwork was arranged wholly by SolarToday.
23. In sum, on the evidence provided to us:
 - a. Brighte is a linked credit provider of SolarToday; and
 - b. the Credit Contracts are linked credit contracts within the meaning of section 278(2) ACL in relation to the Sales Contracts.
24. It follows that Brighte is jointly and severally liable to our clients for the loss and damage they have sustained as a result of the conduct of SolarToday detailed above.

Proposed resolution

25. Our clients are entitled to pursue the claims detailed above. However, to avoid the time and inconvenience associated with litigation, our clients are prepared to settle the dispute on the basis that Brighte:
 - a. refund all monies paid by our clients to Brighte under the Credit Contracts;
 - b. confirm in writing that the Credit Contracts are at an end and that our clients have no further liability in relation to the Credit Contracts and the Sale Contracts; and
 - c. confirm in writing that no adverse information relating to the Credit Contracts or the Sale Contracts will be reflected on our client's credit report.
26. This offer is open for acceptance for 14 days from the date of this letter.
27. If this offer is not accepted, our clients reserve their rights to commence proceedings without further notice.

Yours faithfully,

CONSUMER ACTION LAW CENTRE



Rex Punshon
Solicitor



David Maunsell
Managing Lawyer

