

amaysim Energy

Market Terms and Conditions

Valid as of August 2018

This Contract

This Market Retail *Contract*, together with the *Price fact sheet* for the energy plan *you* have chosen, forms the market retail *Contract* for the sale of energy to *you* at *your* premises. This *Contract* contains terms and conditions that set out the obligations of both *you* and *us* for the sale of energy and also contains information about *your* responsibilities and rights. Terms that appear in italics are defined at the end of this *Contract*. This *Contract* is between *amaysim Energy Pty Ltd* (ABN 41 116 567 492) and *you*.

Who is amaysim?

amaysim is an online energy retailer, committed to delivering amazingly simple energy value. We draw *your* attention to a number of terms in this *Contract*, which require *your* explicit informed consent and are listed below:

Items that require *your* explicit informed consent.

- *You* give *your* explicit informed consent that the *due date* will be 5 *business days* from the date *we* issue the bill.
- *You* give *your* explicit informed consent that *your tariff, Monthly instalment amount, and discount* can change from time to time, in line with the relevant *Codes and guidelines*. If the *tariff* and or discount does change *you* will be notified on *your* next bill or as required by the *Codes and guidelines*.
- *You* give *your* explicit informed consent that *you* must pay *your* bill using one of *our* approved payment methods. The approved payment methods are BPAY, over the telephone, via the internet or by Direct Debit.
- *You* give *your* explicit informed consent that *we* may charge *you* a card processing fee and a late payment fee.
- *You* give *your* explicit informed consent that *we* may bill *you* monthly if *you* have not chosen one of *our* monthly billed products.
- *You* give *your* explicit and informed consent that *we* may reassign the *tariff* that *you* are charged, based on a change in *your* metering circumstance's, which would include new metering equipment and that *we* can bill *you* more frequently than quarterly if permitted by the relevant *Codes and guidelines*. If *we* do decide to change *your tariff* and billing frequency *we* will notify *you* on *your* next bill.

Terms of this *Contract*

Commencement

Subject to any credit check that *we* may undertake on *you*, this *Contract* commences on the date *you* accept *our* offer to enter into this *Contract* with *us* for the sale and supply of energy. This will be when *you* either provide *your* acceptance online or *you* give *us your* verbal acceptance over the telephone.

The Cooling-off Period

There are no exit fees, so *you* can leave *us* whenever *you* want to! *You* also have a right to cancel this *Contract* up to 10 *business days* after *you* enter into this *Contract*. *You* must email *us* at service.energy@amaysim.com.au stating that *you* wish to exercise *your* rights to rescind this *Contract*. All registration fees or connection charges are not refundable once the cooling off period has expired.

Connection

If *you* want *us* to supply *you* with energy *you* must provide *us* with *your* contact details, *supply address* and *acceptable identification*. Once *you* have met any eligibility criteria required, *we* will connect *you* as soon as practicable. *We* will contact *your Distributor* no later than the next *business day* to request *your supply address* be connected to the distribution system. *We* may charge *you* a connection fee.

Termination by *You*

If the Cooling-off period has expired and *you* want to terminate this *Contract you* must notify *us* as soon as possible. *You* must pay *us* all outstanding amounts owing. *You* must notify *us* at least 3 *business days* in Victoria and 5 *business days* in Queensland, South Australia and New South Wales before *you* intend to vacate a *supply address*, provide safe access to *your* meter and, if *you* are not remaining with *us*, provide *us* with a forwarding address for the final bill. If *you* do not do so, *you* will remain responsible for any energy consumed at the *supply address*. If *you* have been evicted or otherwise forced to vacate the *supply address you* will remain responsible for any energy consumed at the *supply address* until *you* give *us* notice and provide safe access to *your* meter. *We* will charge *you* a disconnection fee. *You* do not avoid liability to pay *us* for energy consumed at *your supply address* by vacating that *supply address*. The amount of the disconnection fee will be set out in *your Price fact sheet*. If *you* have entered into this *Contract* for a fixed term, at the expiration of that term *you* will, unless *you* advise *us* otherwise, roll over onto another *Contract* on the same terms and conditions.

Termination by *Us*

We reserve the right to terminate *your Contract* if the *NMI* at *your supply address* becomes classified as 'large'.

Transfer

If *you* transfer with *us* to a new *supply address*, *your tariff* may change and *we* may charge *you* a disconnection and or connection fee. *We* will not charge *you* an exit fee.

Customer *Contract*

Retailer of Last Resort

If *you* transfer to another retailer in a *Last Resort Event*, *we* will provide *your* personal details to that retailer. *Your* energy supply will not be disconnected and this *Contract* will be

automatically cancelled and *we* will not charge *you* any disconnection, connection fee and or exit fee. *You* must pay *us* all outstanding amounts owing and for any energy consumed at *yoursupply* address up until the date of the *Last Resort Event*.

Bills

Price of Energy

The *tariff* *you* pay for energy will be set out in *your Price fact sheet* and is published on *our* website. *You* give *your* explicit informed consent that *your tariff* can change from time to time, in line with the relevant *Codes and guidelines*. If the *tariff* does change *you* will be notified on *your* next bill or as otherwise required by the relevant *Codes and guidelines*. All current *tariffs* are found on *our* website. *Your tariff* may depend on whether *you* are a residential customer or a *small business* customer as defined by *your Distributor* and *your* network *tariff* arrangements. A monthly billing option is not available for all meter configurations. *You* must not choose a non-*business* product plan if *you* are a *small business* customer or a non-residential product plan if *you* are a *residential* customer. *You* agree that *you* are responsible for the consumption of energy at *your supply address*, for all fees and charges that the

relevant *Codes and guidelines* allows *us* to charge *you* including any *additional retail charges*, any distribution non-network charges that *we* have been charged for, that is, disconnection and reconnection charges and any registration fee as set out in *your Price fact sheet* and for any other goods or services supplied to *you*. All government *Concessions* that *you* are eligible for and that *you* have provided *us* with sufficient information to validate, will be passed on to *you* and will appear on *your* bill once the *Concession* has been validated. To validate please fill in the appropriate form found at <https://www.amaysim.com.au/energy/concessions/add-concession>. *Your tariff* may change with the roll out of a new meter to your premises. This means that *you* may be reassigned to a *tariff* that changes subject to the time of day, day of week or season. *You* give *your* explicit and informed consent that *we* may reassign the *tariff* that *you* are charged, based on a change in *your* metering circumstance's, which would include new metering equipment if permitted by the relevant *Codes and guidelines*. If *we* do decide to change *your tariff* *we* will notify *you* on *your* next bill.

Issuing Your Bill

We will issue *you* a bill which complies with the relevant *Codes and guidelines*, or as otherwise agreed between *you* and *us*.

We will issue *your* bill to *your* nominated e-mail address. *You* give *your* explicit and informed consent that *we* may change *your* billing frequency based on a change in *your* metering circumstances, which would include new metering equipment if permitted by the relevant *Codes and Guidelines*. If *we* do decide to change *your* billing frequency *we* will notify *you* on *your* next bill. If *you* choose one of *our* monthly instalment billing plans and have a *Monthly instalment amount* for *your* bill each month, *you* give *us* *your* explicit informed consent to be billed monthly. *Your* monthly bill will be the amount set out in *your Price fact sheet* with either a monthly, bimonthly or quarterly reconciliation depending on *your* meter type.

Payment

You must pay the total amount owing, including *GST*, by the *due date* specified in the bill. *You* give *your* explicit informed consent that the *due date* will be 5 *business days* from the date *we* issue the bill. *You* must also pay *us* for any *additional retail charge*, any registration fees, and any charges applied by *your Distributor* for supplying energy to *you*, and any other goods or

services supplied to *you*. *You* may pay in advance.

We do not pay interest on payments made in advance. If *you* make any payment which is dishonoured or reversed and *we* incur a fee as a result, *you* must reimburse *us* for the fee and any other costs which *we* incur related to that dishonoured or reversed payment. *You* give *your* explicit informed consent that *you* must pay *your* bill using one of *our* approved payment methods.

Currently the approved payment methods are BPAY, over the telephone, via the internet or by Direct Debit. *We* accept VISA®, MasterCard® and American Express cards. *You* give *your* explicit informed consent that *we* may charge *you* a card processing fee. The amount of the card fee is set out in *your Price fact sheet* and may vary from time to time. If it is varied, *we* will notify *you* on *your* next bill or as required by the relevant Codes and Guidelines. If *you* wish to use a direct debit arrangement, *you* must complete an approved direct debit request. *You* can download this form from *our* website.

If *your supply address* is in New South Wales, South Australia or Queensland and *you* fail to pay the amount owing on *your* bill by the *due date*, *we* will charge *you* a late payment fee. The amount of the late payment fee is set out in *your Price fact sheet* and may vary from time to time. If the amount of the late payment fee does vary *we* will notify *you* on *your* next bill or as required by the relevant Codes and Guidelines.

Discount

You will be entitled to a discount off the usage and daily supply charges payable on *your* next or final bill in the form of a credit if *you*:

- receive *your* bill via e-mail;
- pay *your* bill using one of *our* approved payment methods;
- pay *your* bill by the due date; and
- *your* account is not already in credit (because *you* only earn a pay-on-time discount if *you* are making a payment).

The amount and type of the discount *you* receive, that is whether the discount is off *your* usage, *your* daily supply charge or both, is set out in *your Price fact sheet* and can change, unless fixed for an agreed period of time. *You* give *your* explicit informed consent that *your* discount can change from time to time, in line with the relevant *Codes and guidelines*. If the discount does change *you* will be notified on *your* next bill or as required by the relevant *Codes and guidelines*.

Meter Readings

We will use *our* best endeavours to read *your* meter at least once every 12 months. *You* must allow *us* or *our* representative safe, convenient and unhindered access to *your supply address* for the purpose of reading *your* meter and for maintenance and inspection.

Connection, disconnection and reconnection.

We or *our* representative will carry or wear official identification and show that identification to *you* on request. *You* do not own *your* meter. *You* must keep *your* meter clear of hazards and interference. If an attempt to read *your* meter is unsuccessful due to an act or omission by *you* and *you* subsequently request an actual reading *we* may impose an *additional retail charge* for this reading and *you* will remain liable for any energy consumed. If *we* are not able to reasonably or reliably base a bill on a reading of *your* meter *we* may provide *you* with an estimated bill. If *we* estimate *your* bill but subsequently obtain an actual meter reading, *we* will adjust *your* bill as required by the relevant Codes and Guidelines.

Adjustment of a Bill

We will review your bill at your request. You must pay the lower of that portion of your bill that you agree is not in dispute or an amount equal to the average of your bills in the previous 12 months. If the bill is correct you must pay any unpaid amount or, if you believe your meter is faulty, you may request a test. If your meter is found to comply with industry regulations you must pay any unpaid amount and the cost of the test. If your meter does not comply with industry regulations and your bill is incorrect we will adjust it. If we have undercharged you, we may recover that amount so long as we comply with the relevant Codes and guidelines. We will list the amount owing in a special bill or in your next bill with an explanation of the amount. We will extend the time to pay the amount undercharged. If we have overcharged you by an amount of \$50 or less, we will credit the amount to your next bill. If we have overcharged you by an amount exceeding \$50, we will notify you within 10 business days of us becoming aware of the error. We will repay the amount in accordance with your reasonable instructions or credit the amount on your next bill.

Illegal Consumption

You must not take energy illegally or tamper with or bypass your meter or associated equipment. If you do so, we will estimate the consumption for which you have not paid and take debt recovery action for the entire unpaid amount. If you damage the meter or any other

equipment you will be responsible for the repair or replacement costs. Your supply may be disconnected.

Credit management

General

Our credit management and debt collection processes are in accordance with the applicable laws and codes. Subject to other terms of this Contract, we will not commence legal proceedings against you for the recovery of a debt:

- *until we have assessed your capacity to pay, if you are a residential customer; and*
- *if applicable, you continue to make payments in accordance with an agreed payment arrangement. We may seek to recover costs, including any fees, associated with a dishonoured payment. We may also refer you to our debt collection agency for collection of any unpaid monies owed to us.*

Refundable Advances and Security Deposits

If we require you to provide a refundable advance or security deposit as permitted in the relevant Codes and guidelines we will do so according to the requirements of the relevant Codes and guidelines.

Shortened Collection Cycle

We may place you on a shortened collection cycle if we have complied with the provisions of the relevant Codes and guidelines which includes giving you a reminder notice for three consecutive bills or a disconnection warning for two consecutive bills. If we do so, we will give you notice within 10 business days of doing so. If you are on a shortened collection cycle we will only send you a disconnection warning. You will not be entitled to receive a reminder notice until you have paid three consecutive bills by the due date.

Payment Difficulties

You must contact *us* if *you* anticipate that *you* will be unable to pay the bill by the *due date*. If *you* contact *us*, or *we* believe that *you* are experiencing repeated difficulties in paying *your* bills, *we* will:

- discuss with *you* alternative payment arrangements;
- assess *your* capacity to pay and make available to *you* information about *our* assessment;
- offer *you* an instalment plan, unless in the previous 12 months *you* have failed to comply with two previous instalment plans and *you* do not provide a reasonable assurance to *us* that *you* are willing to meet *your* payment obligations;
- provide *you* with details on *Concessions*
- provide *you* with telephone information about energy efficiency, and advice on the availability of an independent financial counsellor; and
- if *you* wish, for an *additional retail charge*, conduct an energy efficiency audit for *you*.

Instalment Plans

If *you* are a *residential* customer, having payment difficulties and not had two instalment plans cancelled in the previous 12 months due to non-payment *we* will offer *you* a choice of instalment plans. *Your* instalment plan will allow *you* to either:

- make payments in advance towards *your* next bill; or
- payments in arrears and continue consumption.

If *you* are having difficulties in paying *your* bill *we* may ask *you* to pay instalments in advance instead of a security deposit or a refundable advance.

Disconnection

Grounds for Disconnection

You must contact *us* if *you* anticipate that *you* will be unable to pay the bill by the *due date*. *We* will not disconnect *you* for not paying the bill by the *due date* unless *we* have complied with the relevant *Codes and guidelines*. *We* or *your Distributor* may disconnect *you*, or *your* supply may be interrupted if, amongst other things:

- *you* do not pay *your* bill by the *due date* and *we* have followed the procedures stipulated by the relevant *Codes and guidelines*;
- due to *your* acts or omissions, *we* or *your Distributor* have been unable to access *your* meter as stipulated by the relevant *Codes and Guidelines*;
- *you* have tampered with the meter or *you* are otherwise using energy in a manner that is not permitted by applicable laws and codes;
- *you* refuse to provide *acceptable identification* when *you* are required to; in an emergency;
- for health and safety reasons;
- for maintenance; or
- at the end of this *Contract* if the *Codes and Guidelines* allow *us* to do so.
- Subject to other terms of this *Contract*, *you* may request *us* to disconnect *your* supply address at anytime.

Reconnection

If *we* have disconnected *your* supply and *you* rectify the breach within 10 *business days* of the disconnection *we* will reconnect *you* on request. *You* must pay *us* a reconnection charge. If *you* make a request for reconnection before 3.00 p.m. on a *business day*, *we* will reconnect *you* on the same day. If *your* request is after 3.00 p.m. but before 9.00 p.m. *you* can still be reconnected

on the same day if *you* agree to pay the afterhours connection charge.

Liability

Limitation of Liability

You acknowledge that, because of the nature of energy, *we* cannot guarantee the quality, frequency and continuity of energy to *your supply address*. If *you* are a *business* customer *you* must take reasonable precautions to minimise the risk of loss or damage to any equipment, property or *your business* which may result from poor quality or reliability of energy supply. *Our* liability to *you* for any breach of this *Contract* is limited to the maximum extent permitted by the Competition and Consumer Act 2010 (Cth.) or any other relevant law. If *we* breach this *Contract* *we* will, at *our* option, supply to *you* the equivalent energy and/or services or pay the cost of having the equivalent energy and/or services supplied again. *You* must indemnify *us* for any breach by *you* of this *Contract* or *your* negligence to the maximum amount which *we* are entitled to be compensated under the common law (including in equity) or statute.

Force Majeure

A force majeure event is an event outside the reasonable control of *you* or *us* which would result in *you* or *us* being in breach of this *Contract*. If a force majeure event occurs:

- the obligations of the affected party, other than an obligation to pay for energy supplied to *your supply address*, are suspended to the extent to which they are affected by the force majeure event as long as the force majeure continues; and
- the affected party must give the other party prompt notice of the force majeure event, an estimate of its likely duration, the
- obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

The affected party must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible (although neither *you* or *us* is required to settle any industrial dispute in any way that *you* or *we* do not want to).

General Notices

You agree that, where permitted by the relevant *Codes and guidelines*, *we* will send a notice, consent, document or other communication to *you* by email or mail if *we* do not have *your* email address. In order to receive these notices *you* warrant that:

- *you* will ensure that *your* computer can receive *our* e-mails;
- *you* will ensure that *your* computer can receive PDF files;
- *you* understand that e-mail communications cannot be guaranteed to be timely, totally secure, error or virus-free and that *we* do not accept liability arising out of any e-mail communications;
- *you* will notify *us* as soon as *your* e-mail address changes;
- if *we* cannot deliver the bill to *your* e-mail address (for example, if *your* e-mail inbox is full or *your* e-mail address has changed), *we* may forward *your* bill by mail. PDF files can be opened with Adobe® Reader®. *You* can download this for free from www.adobe.com.

Website

If *you* choose to pay *your* bill via the *amaysim* website, amaysim.com.au, *you* accept the following conditions. *We* make no representations or warranties that the website will not cause damage, or is free from any computer virus or any other defects or errors. If *you* are dissatisfied with these conditions or any portion of the website *your* sole and exclusive remedy is to discontinue using the website. *We* reserve the right, in *our* sole discretion, to

terminate *your* access to the website or any portion thereof at any time, without notice.

Complaints

We value *our* customers and want to make sure that *we* provide *you* with the best possible service. If a problem should arise, please contact *us* immediately. *We* promise to do everything *we* can to make sure that it is resolved to *your* satisfaction. Please note that if *we* are not able to resolve the matter immediately *we* will review the matter and contact *you* within 14 days. If *we* need to take further steps (for example, where *we* have to refer the problem to a *Distributor*), it may take longer to resolve the matter. If this is the case, *we* will contact *you* and explain what is happening. If at the end of the process *you* are not satisfied with *our* response, please ask for *your* complaint to be raised to a senior person in *our* organisation. If *you* are still not satisfied with *our* response, *you* may refer the complaint to the relevant state energy *Ombudsman*.

Privacy and Confidential Information

We will comply with all relevant privacy legislation in relation to *your* personal information. To view *our* Privacy Policy in full *you* can download it from *our* website. *We* collect personal information about *you* to assist *us* in providing *you* energy and other products and services. For example, *we* may keep a record of *your* visits to *our* website. If *you* do not provide this personal information *we* may not be able to fulfil *our* contractual obligations. *We* will treat *your* personal information confidentially. *We* will use *your* personal information to service *you* to the best of *our* ability. *You* consent to *us* using *your* personal information and sending *you* information in accordance with *our* Privacy Policy as amended from time to time. This may include using *your* personal information in order to sell, deliver and market energy to *you* and for customer analysis purposes. *We* may also provide *you* with information on other products and services available to *our* customers. Personal information is shared within *our* group of companies and disclosed to other service providers, including credit reporting agencies for debt collection purposes, and where relevant *your* *Distributor*. *You* can request access to any of the personal information *we* hold about *you*. If *you* are of the opinion that it is incorrect *you* may ask *us* to amend it.

Credit Information

Exchange of creditworthiness information between Credit Providers (Privacy Act 1988). By entering into this *Contract*, *you* agree that *we* may exchange information about *you* with other credit providers under the Privacy Act 1988 for the purpose of assessing an application by *you* for credit; notifying other credit providers of a default by *you*; exchanging information with other credit providers as to the status of this credit where *you* are in default with other credit providers; or to assess *your* creditworthiness. The information exchanged can include anything about *your* creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988. The credit reporting body that *we* will collect consumer creditworthiness information from is DBCC Pty Ltd (www.dnb.com.au).

Disclosure of Credit Information to a Credit Reporting Agency (Privacy Act 1988). This *Contract* constitutes a *Contract* for consumer credit. *We* may give credit information to a credit reporting agency either for the purpose of obtaining a consumer credit report about *you* or allowing the credit reporting agency to create or maintain a credit information file containing information about *you*, or both. In addition to using *your* consumer credit

information, *we* may also use commercial credit information from a credit reporting agency relating to *you*, to assist *us* in assessing *your* application for consumer credit. This information may be given before, during or after the provision of credit to *you*. This information is limited to: *your* name and address; the fact that *you* have applied for credit under this *Contract*; the fact that *we* provide credit to *you*; the existence of any loan repayments which are overdue by more than 60 days and for which debt collection action has started; advice that payments are no longer overdue; information that, in *our* opinion, *you* have committed a serious credit infringement; or information about cheques drawn by *you* for \$100 or more which have been dishonoured more than once.

Faults and Emergencies

If *you* experience any type of power failure, *you* can call the faults and emergencies number on *your* bill. If *you* experience any type of gas failure or gas emergency, *you* can call the faults and emergencies number on *your* bill.

Variation

This *Contract* may be varied by agreement in writing between *you* and *us*. The *tariff* *you* pay for energy will be set out in *your Price fact sheet* and can change. If the *tariff* does change *you* will be notified on *your* next bill or as otherwise set out in the relevant Codes and Guidelines.

The amount of the discount *you* receive will be set out in *your Price fact sheet* and can change unless guaranteed for an initial period of time. If the amount of the discount does change *you* will be notified on *your* next bill. If this *Contract* or the relevant *Codes and guidelines* are amended, *we* will inform *you* of any amendment that materially affects *your* rights, entitlements and obligations as soon as reasonably practicable after the relevant *Codes and guidelines* are amended. *We* will provide *you* with a copy of the applicable Codes and Guidelines on request from *you*.

Inconsistency

This *Contract* cannot be inconsistent with the relevant *Codes and guidelines*. If a term or condition of this *Contract* is inconsistent with the *Codes and guidelines*, that part is to be read as deleted and the rest of the *Contract* is not affected.

Assignment

We may only assign this *Contract* with *your* consent. *We* do not require *your* consent if *we* transfer all or substantially all of *our* retail sales *business* or if *your* usage increases and *we* are notified that the *NMI* at *your* supply address is now classified as a large customer by *AEMO*. *You* must obtain *our* consent if *you* want to assign this *Contract*.

Relevant Law

The law applicable to this *Contract* is the law of the State where *your* supply address is located.

Other Information

Please contact *us* if *you* would like further information on, for example:

- *our* tariffs, products and services;
- *your* historical billing information (where *we* have the information);
- Concession information; and
- energy efficiency.

Promotional 'Bonus' Offers

If *you* participate in any of *our* promotional offers or programs *you* accept any additional terms and conditions that apply for that product as provided by the supplier of that product. The promotional offer may also involve additional eligibility criteria, which will need to be satisfied for the product to be included as part of *amaysim's* offer. If *you* terminate this *Contract* during the cooling off period, *your Contract* with any *amaysim* promotional product may also immediately terminate. *amaysim* does not guarantee any benefit of the promotional products offered. Sign up rebates, if applicable, will not be credited to final invoices.

Commission

If *you* have agreed to switch to *amaysim* on any of the online switching engines or through a third party referral process, a fixed fee or commission is normally paid by *us* to the online switching *business* or referring business. *We* also pay the utility connection *business* On The Move Pty Ltd a fixed fee for managing the process of connecting, reconnecting and disconnecting *you* energy supply.

Life Support Equipment

Where *you* have provided *us* with written confirmation from a registered medical practitioner or a hospital that a person residing at *your supply address* requires life support equipment or otherwise has a medical condition that requires continued energy supply, *we* will notify the relevant distribution entity.

Translation Services

For free translations of this *Contract* please copy and paste at www.freetranslation.com

Large Print

You can more easily view large PDF's by using zoom tools. To use zoom tools choose tools and select zoom. Then *you* can either drag and enlarge or select and enlarge.

Definitions & interpretation

acceptable identification means, in relation to a residential customer, one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other current entitlement card issued by the Commonwealth or a birth certificate. If a *business* customer is a partnership each of the partners may need to be identified. If a *business* customer is a company *acceptable identification* includes the Australian Company Number or the Australian *Business* Number.

additional retail charge means a charge relating to the sale of energy by *us* to *you* other than a charge based on the applicable *tariff*. It does not include any charge relating to the supply, but not sale, of energy or any amount payable by *you* for a breach of *your Contract*.

AEMO means Australian Energy Market Operator Limited (ACN 072 010 327)

business day means a day other than a Saturday or Sunday or Public holiday.

amaysim, us, our, ours, and we means *amaysim Energy* Pty. Ltd. (A.C.N 116 567492)

Codes and guidelines means all relevant legislation, regulations, codes, guidelines, procedures, orders in council, licences, proclamations, directions or standards applicable in *your* region of the national electricity market or the declared gas wholesale market in Victoria.

Concession means any concession provided by a state or federal government. For further information of the different concessions that may be available to *you* in your *state* please go to <https://www.amaysim.com.au/help/energy/usage-discounts/concessions>

Contract means this market retail *Contract* and the relevant *Price fact sheet* that form the agreement between *you* and *us*. **Distributor** means the company which owns and operates the network of poles and wires through which electricity is provided and/or the gas infrastructure through which *your* gas is supplied to *your supply address*.

Due date means the date by which *you* must pay the amount owing.

GST means the goods and services tax as provided for by the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time.

Last Resort Event means that *our* licence has been suspended or revoked or *we* are unable to continue supplying *you* energy to *your supply address*.

Monthly instalment amount means the amount per month paid by *you* to *us* as a part payment of *your* bill.

NMI means the national meter identifier found on the meter at *your supply address*.

Ombudsman means the Energy *Ombudsman* scheme operating in the State where *your supply address* is located.

Price fact sheet means the information sheet that details the specific criteria for *your* chosen energy plan. For the avoidance of doubt Basic Plan Information Documents and Detailed Plan Information Documents may be also referred to as Price Fact Sheets. All *price fact sheets* currently on offer are published at:

www.amaysim.com.au/energy/energy-price-fact-sheets

Public holiday means a *public holiday* appointed under the *Public holidays Act 1993*.

Regulator means the body, department or commission authorised to regulate the industry and depends on the state in which *your supply address* is located. A list of the *Regulators* can be found in this document under the heading of *contacts*.

Residential customer means a customer who purchases energy principally for personal, household or domestic use at the relevant *supply address*.

Retailer means an entity licensed to sell energy or holds an authority to provide customer retail services under the relevant energy laws in the state in which *your supply address* is located.

Small business customer means a customer who is not a *residential customer* and its *supply address* uses less than 160MWh electricity per annum in Victoria or 100MWh per annum in New South Wales, Queensland or South Australia, or less than 1000GJ gas per annum in Victoria and New South Wales and its *NMI/MIRN* is classified as a 'Small' user of energy.

Supply address means the address for which *you* have agreed to purchase energy.

Tariff means the relevant *tariff* published by *us* from time to time.

you and **your** means the person who has accepted (or has been deemed to have accepted) this *Contract*, as amended from time to time, provided that *you* are an electricity customer who consumes less than 160MWh per annum in Victoria or 100MWh per annum in New South Wales, Queensland or South Australia, or less than 1000GJ gas per annum in Victoria and New South Wales.

In this *Contract*, unless the context requires otherwise:

- i. headings are for convenience only and do not affect the interpretation of this *Contract*;
- ii. any reference to the singular includes the plural and vice versa;
- iii. if the customer consists of more than one person, each person is jointly and severally bound;
- iv. a customer which is a trustee is bound both personally and in its capacity as a trustee;
- v. any reference to a customer includes the customer's executors, administrators, successors and permitted assigns;
- vi. if an act must be done on a specified day which is not a *business day*, it must be done instead on the next *business day*;
- vi. all calculations of dates and time periods under this *Contract* shall be by reference to the date and local time in the State where *your supply address* is located, and not, unless expressly provided for otherwise, the date and local time at the actual place in the world at which the relevant event in fact occurs;
- vii. any reference to a statute, regulation or provision of a statute or regulation (Statutory Provision) includes: that Statutory Provision as amended or re-enacted; a statute, regulation or provision enacted in replacement of that Statutory Provision;

and another regulation or other statutory instrument made or issued under that Statutory Provision.

Contacts - *Regulators*

Essential Services Commission of Victoria

Level 37, 2 Lonsdale Street

Melbourne 3000

www.esc.vic.gov.au

Australian Energy *Regulator* (NSW, QLD and SA)

Level 35, The Tower,

360 Elizabeth Street

Melbourne Central

Melbourne VIC 3000

Tel: (03) 9290 1444

Fax: (03) 9290 1457

AERInquiry@aer.gov.au

Contacts - *Ombudsman*

Energy and Water *Ombudsman* Victoria (EWOV)

Freecall (except mobile phones): 1800 500 509 Mail:

GPO Box 469, Melbourne, Victoria, 3001 Web:

www.ewov.com.au

Energy and Water *Ombudsman* Queensland (EWOQ) Ph:

1800 662 837

Email: complaints@ewoq.com.au

Web: www.energywatercomplaints.com.au

Mail: PO Box 3640, South Brisbane BC, QLD, 4101

Energy & Water *Ombudsman* NSW (EWON) Ph:

1800 246 545

Mail: Reply Paid 86550, Sydney South, NSW 1234

Email: omb@ewon.com.au

Energy & Water *Ombudsman* South Australia (EWOSA)

Ph: 1800 665 565

Mail: GPO Box 2947, Adelaide, SA 5001 Web:

www.ewosa.com.au

Emergencies

If *you* have a power failure *you* may call *your Distributor's* 24 hour emergency number:

Victoria Electricity Jemena:

131 626

CitiPower: 131 280

Powercor: 132 412

AusNet: 131 799

United Energy: 132099

Gas

Multinet: 132 691

Australian Gas Networks: 1800 676 300

Ausnet: 136707

Queensland

Energex: loss of supply 13 62 62

Energex: emergencies 13 19 62

New South Wales

Ausgrid (formerly Energy Australia): 131 388 Endeavour

Energy (formerly Integral Energy): 131 003 Essential

Energy (formerly Country Energy): 13 20 80

South Australia

SA Power Networks: 131 366

Gas Emergencies all states.

National Response Centre: (03) 94113139