

## amaysim Energy – Subscription

### Market Retail Contract (2019)

#### 1 About this Contract

This Contract, together with the Price Fact Sheet for the energy plan you chose from time to time, forms your contract with amaysim Energy Pty Ltd (ABN 41 116 567 492) (**amaysim**) for the usage and supply of energy to you at the Supply Address.

#### 2 Important information

We draw your attention to a number of terms in this Contract, which require your explicit informed consent. By entering into this Contract, you give your explicit informed consent:

- (a) to be charged up-front monthly Subscription Fees and any applicable Additional Fees, via an Approved Payment Method commencing on sign-up and at the beginning of each Renewal Cycle thereafter unless you validly cancel your energy subscription service with amaysim before the next monthly Renewal Cycle;
- (b) that if you owe us a debt or your metering equipment is ineligible for an amaysim energy subscription services (see clause 3.1), amaysim may move you to the amaysim Classic Plan (and charge you as-you-go rates in accordance with the amaysim Classic Plan T&Cs and the applicable Price Fact Sheet) by giving notice to you. If this applies, amaysim will send a monthly bill to your nominated email address which is payable within 5 Business Days by BPAY, over telephone, online or by direct debit. Card processing and late payment fees may apply;
- (c) that if your automatic payment for a Subscription Fee or a Top-Up Fee fails, you will be charged Off-Plan Rates for your energy usage from the date that your payment failed. For Subscription Fees, you won't be charged Off-Plan rates if you remedy this payment in accordance with a system-generated invoice;
- (d) that amaysim may change the Subscription Fees or Additional Fees provided amaysim notifies you as required by the relevant Codes and Guidelines or as prescribed under this Contract;
- (e) that amaysim may send you

communications about your energy usage and plan options which may be relevant to you based on your usage. If you unsubscribe from these communications, you will not receive these communications and acknowledge you will need to manage your energy options online or via the amaysim app; and

- (f) if we roll out a New Meter Deployment, you authorise us to do so and waive your rights to opt out of having your existing meter replaced.

#### 3 Customer Eligibility

- 3.1 In order to be eligible for an energy subscription plan:
  - (a) you must be a Residential Customer;
  - (b) your Supply Address must be equipped with metering equipment that is compatible with our energy subscription services as we may notify you of from time to time;
  - (c) you must not be eligible for any Concessions or government and/or non-government rebates;
  - (d) you must agree that solar credits and/or other feed-in-tariffs are not compatible with our energy subscription services; and
  - (e) no person residing at the Supply Address can be a life support customer, require any form of life support equipment or otherwise have a medical condition that requires continued energy supply.
- 3.2 If your eligibility under clause 3.1 changes during the term of this Contract, it is your obligation to notify amaysim. At such time, amaysim may move you to the amaysim Classic Plan or we may exercise our right to terminate this Contract in accordance with clause 4.4.

#### 4 Commencement, cooling off and termination of the Contract

- 4.1 **Commencement:** Subject to any credit check that we may undertake, this Contract commences on the date you accept our offer to enter into this Contract with us for the supply of energy (**Commencement Date**). This will be when you either provide your acceptance online or you give us your verbal acceptance over the telephone.
- 4.2 **Cooling off period:** You can cancel this Contract during the 10 Business Days cooling off period which commences on the day you receive your Contract, together

with the Price Fact Sheet for the energy plan you have chosen and the product disclosure statement. You must contact us by phone 1300 808 300 or email us at [service.energy@amaysim.com.au](mailto:service.energy@amaysim.com.au) clearly stating that you wish to cancel this Contract. All Subscription Fees or Additional Fees are non-refundable once the 10 Business Days cooling off period has expired.

**4.3 Termination by You:** There are no exit fees and you can cancel this Contract at any time before the next monthly Renewal Cycle. If you terminate your Contract, you forfeit all Subscription Fees and Additional Fees paid as at the time of termination and may forfeit your Rolled-Over Energy Savings (see clause 7.4). At the end of your last paid Renewal Cycle, you will be moved to the amaysim Classic Plan and charged as-you-go rates (in accordance with the amaysim Classic Plan T&Cs and applicable Price Fact Sheet) until you cease using amaysim's energy services. amaysim reserves the right to issue you a bill after this Contract is terminated, and you must pay us all outstanding amounts by the Due Date. If you want to terminate this Contract because:

- (a) you want to start taking energy supply at your Supply Address from another Retailer – this Contract will end on the date on which your assigned meter identifier has been transferred to your new Retailer (which will usually happen on or soon after a final meter read by us at the Supply Address);
- (b) you are vacating your Supply Address and your Contract will not be continuing at your new premises, this Contract will end on the date of the final meter read at the Supply Address. Termination for vacating is subject to the following:
  - (i) you must notify us before the next monthly Renewal Cycle if 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 for any outstanding amounts; and
  - (ii) if you fail to comply with (a), 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 may charge you a disconnection fee. You do not avoid liability to pay us for energy consumed at your Supply Address (up to and including the date you vacate the property) by vacating that Supply Address. The amount of the disconnection fee is set out in your Price Fact Sheet;

- (c) you are remaining at your Supply Address but tell us that you want your energy supply to be disconnected, this Contract will end on the date of disconnection, which can vary but is typically 3 to 5 Business Days after your initial notice to us; or
- (d) you want to start an entirely new Contract with us (rather than amend this Contract to reflect new arrangements), this Contract will end on a date that we both agree.

**4.4 Termination by Us:** We may terminate your Contract if:

- (a) you do not satisfy any credit assessment we undertake on you, in which case we may end this Contract immediately by notifying you in the cooling-off period;
- (b) you fail to comply with the terms of this Contract and/or cease to satisfy the eligibility criteria under clause 3 and/or the Price Fact Sheet;
- (c) you transfer to a new Supply Address; or
- (d) the NMI at your Supply Address becomes classified as 'large' by AEMO.

We may also choose to terminate your energy plan or service by giving you at least 30 days' notice.

To the extent reasonably possible, if one or more of the above circumstances arise during the Term of this Contract, we may contact you and suggest alternative products which may suit your new circumstances.

## 5 Connecting you and transfers

**5.1 Connection:** For us to arrange for the supply of energy to you, you must provide us with the information requested, including your contact details, Supply Address and Acceptable Identification. Once you have

met any eligibility criteria required (as set out in clause 3 or the Price Fact Sheet), we will connect you as soon as practicable. We will contact your Distributor no later than the next Business Day following you meeting the eligibility criteria to request your Supply Address be connected to the distribution system. We may charge you a connection fee as set out in the Price Fact Sheet.

- 5.2 **Transfer:** If you transfer with us to a new Supply Address, your Tariff and/or Subscription Fee may change and we may charge you a disconnection and/or connection fee. We will not charge you an exit fee.
- 5.3 **Transferring to another Retailer in a Last Resort Event:** 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 or exit fee. You must pay us all outstanding amounts owing and for any energy consumed at your Supply Address up until the date of the Last Resort Event.

## 6 Payments

- 6.1 **Price of energy:** The fees you pay for energy, including the applicable Subscription Fee and any Additional Fees are set out in your Price Fact Sheet and are published on our website. We may change your fees from time to time, (including with the roll out of a new meter to your Supply Address). If your fees change you will be notified as required by the relevant Codes and Guidelines.
- 6.2 **Fees & charges:** You are responsible for the usage of energy at your Supply Address and for all fees and charges that the relevant Codes and Guidelines allow us to charge you, including any Subscription Fees and any Additional Fees as set out in the the relevant Price Fact Sheets.
- 6.3 **Payment:** Payment for the Subscription Fee will be automatically taken by amaysim using an Approved Payment Method, commencing on sign-up and at the beginning of each Renewal Cycle thereafter unless you validly cancel your energy subscription service with amaysim at any time before the next Renewal Cycle or the Contract is otherwise terminated in accordance with the terms of this Contract. You must also pay us for any applicable Additional Fees.
- 6.4 **Failed payment:** 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 reasonable costs which we incur related to that dishonoured or reversed payment.

If your automatic payment for a:

- (a) Top-Up Fee fails, you will be charged Off-Plan Rates for your energy usage until the end of that Renewal Cycle and automatically charged at the end of that Renewal Cycle via your Approved Payment Method;
- (b) Subscription Fee fails, amaysim will automatically retry your Subscription Fee payment within 2 Business Days of payment failure via your Approved Payment Method. If that retry is unsuccessful, we will issue you a system-generated invoice with a Due Date for the outstanding payment. You won't be charged Off-Plan Rates if you pay the total amount owing, including GST, by the Due Date specified in your invoice via one of the Approved Payment Methods. If you do not pay by the Due Date, that invoice will become void and you will be charged (in arrears) the applicable Off-Plan Rate for your energy usage during that Renewal Cycle. You will automatically be charged for this energy usage at the end of the Renewal Cycle via your Approved Payment Method. If you wish to remain on your Subscription Plan and avoid paying Off-Plan Rates, you must contact us and pay the applicable Subscription Fee for the next Renewal Period.

If you fail to pay your outstanding invoice, amaysim may move you to the amaysim Classic Plan (and charge you as-you-go rates in accordance with the amaysim Classic Plan T&Cs and the applicable Price Fact Sheet) by giving notice to you. If this applies, amaysim will send a monthly bill to your nominated email address which is payable within 5 Business Days by BPAY, over telephone, online or by direct debit. Card processing and late payment fees may apply. Failure to pay an outstanding amount may also result in amaysim, at its sole discretion, offsetting any outstanding amount against the value attributable to your Rolled-Over Energy Savings at the time it accrued. We will not do this without your consent if you are in financial hardship.

- 6.5 **Meter Readings:** 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. Please

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

## 7 Energy Usage

7.1 **Your usage:** Energy usage by a Residential Customer must be reasonable for personal, household or domestic usage at the relevant Supply Address. If you consume energy in breach of this clause 7.1, we may contact you and ask you to stop, or change your usage. If you have used or continue to use amaysim's energy subscription services in a way which we consider to be in breach of this Contract, we reserve the right to transfer you to the amaysim Classic Plan (as applicable), to remove features from your service or to suspend or terminate your Contract immediately without notice. For the purpose of this clause 7.1:

- (a) use of our energy subscription services for business purposes, including carrying out the operations of groups and organisations is prohibited;
- (b) unreasonable use occurs where we have reason to believe that a product or service is being used for fraudulent purposes; and
- (c) unacceptable use means the type of conduct set out in clause 8 of this Contract.

7.2 **Usage Allowance:** You will receive a Usage Allowance each month on the Renewal Cycle.

- (a) **Underusage:** If a you do not use all of your Usage Allowance in a Renewal Cycle, any unused Usage Allowance will be stored in your Rolled-Over Energy Savings.
- (b) **Overusage:** If you exceed all of your Usage Allowance in a Renewal Cycle and you do not have any Rolled-Over Energy Savings, you will automatically be charged a Top-Up Fee and

automatically be given a Top-Up Allowance. If you do not use all of your Top-Up Allowance during that Renewal Cycle, any unused Top-Up Allowance will be stored in your Rolled-Over Energy Savings. If your Top-Up Fee payment fails, we will charge you Off-Plan Rates as set out in your Price Fact Sheet for your energy usage, commencing from the time of payment failure until you either add sufficient Top-Up(s), pay your next Subscription Fee on the Renewal Cycle or you settle your outstanding amounts with us.

7.3 **Usage data:** any energy usage estimates we provide to you are not an official quote and are subject to the reliability and accuracy of your metering equipment. Synchronisation of energy data may be delayed for up to 48 hours.

7.4 **Rolled-Over Energy Savings:** There is no limit to the amount of energy (in kWh) you can store in your Rolled-Over Energy Savings. The saved energy in your Rolled-Over Energy Savings, rolls over month-to-month and will be used (on a first-in/first-out basis) after you use all of your Usage Allowance in any given Renewal Cycle. Your Rolled-Over Energy Savings will only expire if:

- (a) all your energy services with amaysim end or are terminated; or
- (b) you do not use any of your Rolled-Over Energy Savings within any rolling 3 year period from the date you last added to your Rolled-Over Energy Savings.

If you transfer with us to a new Supply Address, the value attributable to your Rolled-Over Energy Savings at the time it accrued will be applied to your account at the new Supply Address.

7.5 **Changing Subscription Plans:**

- (a) If you choose to change to a higher Subscription Plan, then you will be immediately upgraded and charged the cost difference for the upgrade (calculated as the difference between the Subscription Fee of your new Subscription Plan and the Subscription Fee of your then current Subscription Fee, on a pro-rata basis).
- (b) If you choose to change to a lower Subscription Plan, then on the next Renewal Cycle you will be charged the Subscription Fee for the lower Subscription Plan. Any unused Usage Allowance will be stored in your

Rolled-Over Energy Savings.

#### 7.6 **Undercharging:**

- (a) If we've undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (i) we won't charge interest on the undercharged amount; and
  - (ii) we'll offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if the undercharging occurred over a period of less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you of the undercharging, unless the undercharge is your fault, or results from your unlawful act or omission.

#### 7.7 **Overcharging:**

- (a) Where you've been overcharged by less than \$50.00 (or such other amount as the Australian Energy Regulator determines), and you've already paid the overcharged amount, we must credit that amount to your next Renewal Cycle payment.
- (b) Where you've been overcharged by \$50.00 (or such other amount as the Australian Energy Regulator determines) or more, we must inform you within 10 Business Days of our becoming aware of the overcharge and, if you've already paid that amount, we must credit that amount to your next Renewal Cycle payment. However, if you request otherwise, we'll comply with that request where reasonably possible.
- (c) If you've stopped buying energy from us, we'll use our best endeavours to pay the overcharged amount to you within 10 Business Days.
- (d) If you've been overcharged as a result of your unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months. We will not pay interest on any overcharged amount.

#### 7.8 **Reviewing a payment**

- (a) If you disagree with the amount we

charge you for your energy usage, you can ask us to review your usage and payment history in accordance with our standard complaints and dispute resolution procedures set out in clause 15 of this Contract.

- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing your payment. You'll be liable for the cost of the check or test and we may ask for payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid. In Victoria and Queensland, we will not ask for payment in advance and you will be liable for the cost if the meter or metering data is not faulty or incorrect.
- (c) If your energy usage and/or payment history is being reviewed, you are still required to pay us for all undisputed amounts that are due for payment by the stipulated Due Date.
- (d) If you are not satisfied with our decision in the review of your energy usage and payment history and our action or proposed action, you may lodge a dispute with the Energy Ombudsman after completion of our review of your energy usage and payment history.

## **8 Wrongful and illegal use of energy**

8.1 You must not, and must take reasonable steps to ensure others do not:

- (a) use energy supplied to your Supply Address for illegal purposes;
- (b) interfere or allow interference with any energy equipment that is at your Supply Address except as may be permitted by law;
- (c) use the energy supplied to your Supply Address or any energy equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of energy to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this Contract or the Codes and Guidelines; or
- (e) tamper with, or permit tampering with, any meters or associated

equipment.

## 9 Credit management

- 9.1 **Payment difficulties:** You should contact us if you are having trouble paying your bill by the Due Date or if you need payment assistance. All information regarding your rights to financial assistance is set out in our Financial Hardship Policies on our website:  
<https://www.amaysim.com.au/terms-policies>.
- 9.2 Subject to other terms of this Contract, we will not commence legal proceedings against you for the recovery of a debt:
- (a) until we have assessed your capacity to pay; and
  - (b) 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.
- 9.3 **Security deposits:** If we require you to provide a security deposit, we will do so according to the requirements of the relevant Codes and Guidelines.
- 9.4 **Shortened collection cycle:** We may place you on a shortened collection cycle with your agreement or if we have complied with the provisions of the relevant Codes and Guidelines.

## 10 Meter replacements

- 10.1 We may propose to replace your existing meter from time to time.
- 10.2 If we do so, we will give you notice beforehand with the right to choose to opt out of having your meter replaced in accordance with the relevant Codes and Guidelines, unless:
- (a) we are permitted or required by the relevant Codes and Guidelines to install a Digital Meter; or
  - (b) you have previously requested or agreed to the installation of a Digital Meter; or
  - (c) you have waived your rights to opt out of having your meter replaced as part of a New Meter Deployment.
- 10.3 You agree that we may temporarily interrupt the supply of energy to your Supply Address for the purpose of installation, maintenance, repair or replacement of a Digital Meter. If your energy supply will be affected, we'll give you prior notice of this if it is reasonably

practicable or we're required by the relevant Codes and Guidelines to do so.

## 11 Disconnection

- 11.1 **Grounds for disconnection:** We may disconnect you, or your supply may be interrupted if, amongst other things:
- (a) you do not pay your bill by the Due Date and we have followed the procedures stipulated by the relevant Codes and Guidelines;
  - (b) due to your acts or omissions, we have been unable to access your meter as stipulated by the relevant Codes and Guidelines;
  - (c) in Victoria where you refuse to provide Acceptable Identification when you are required to; or
  - (d) at the end of this Contract if the Codes and Guidelines allow us to do so.

Unless you're in Victoria, your Distributor may also disconnect you, or your supply may be interrupted if, amongst other things:

- (e) you have tampered with the meter or you are otherwise using energy in a manner that is not permitted by applicable laws and codes;
  - (i) in an emergency;
  - (ii) for health and safety reasons; or
  - (iii) for maintenance.

Subject to other terms of this Contract, you may request us to disconnect your Supply Address at anytime.

- 11.2 **Reconnection:** We must arrange for the reconnection of your premises if, within 10 Business Days of your premises being disconnected:

- (a) you ask us to arrange for reconnection of your premises;
- (b) you rectify the matter that led to the disconnection; and
- (c) you pay any reconnection charge (if we ask you to do so).

If you don't meet the requirements at paragraphs (a)-(c) above within 10 Business Days of your premises being disconnected, this Contract ends in accordance with clause 4.4.

## 12 Liability

- 12.1 The quality and reliability of your electricity supply is subject to a variety of factors that

are beyond our control as your Retailer. To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, and fitness for purpose or safety, other than those set out in this Contract. However, you have non-excludable rights under the Australian Consumer Law.

- 12.2 Subject to the Codes, Guidelines and other laws, we're not liable to you for any loss or damage in connection with or arising out of this Contract, except if you are a Small Customer, in which case we are liable for loss and damage you suffer from our breach of this Contract or because of our negligence.

### 13 Force Majeure

- 13.1 If a Force Majeure event occurs:

- (a) 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
- (b) 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.

- 13.2 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 we are not required to settle any industrial dispute in any way that we do not want to).

### 14 General Notices

- 14.1 You agree that, where permitted by the relevant Codes and Guidelines, we will send a notice, or other communication to you by email or mail to your Supply Address or address you nominate in writing, if we do not have your email address. It is your responsibility to notify us of any changes to your email address or postal address. You will be deemed to have received a notice if sent:

- (a) by email the day after we send it to the email address you provided;
- (b) by mail, two Business Days after the date of us sending the notice.

### 15 Complaints

- 15.1 We value our customers and want to make

sure that we provide you with the best possible service. If you have a query, complaint or dispute, please contact us immediately via phone 1300 808 300 or submit a complaint online at <https://www.amaysim.com.au/help/contact/complaints/submit-complaint>. We will handle your complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website or provided to you on request. We will inform you of the outcome of your complaint. If you are not satisfied with our response, you may refer the complaint to the relevant state Energy Ombudsman.

### 16 Privacy and Credit Assessments

- 16.1 You acknowledge and agree that we will collect, use and store your personal information in accordance with our Privacy Policy and Credit Reporting Policy, which you can access via our website <https://www.amaysim.com.au/terms-policies>.

### 17 Faults and emergencies

- 17.1 If you experience any type of power or gas failure or gas emergency, you can call the faults and emergencies number on your invoice or account summary.

### 18 Changes to the Contract

- 18.1 **Changes with advanced notice:** Except for changes described in clause 18.2, we will give you at least 20 days' notice in writing (by email) before we make a change to this Contract that will be detrimental to you. Whenever we make a change to this Contract, the revised Contract will be available for download on our website [www.amaysim.com.au](http://www.amaysim.com.au). The Subscription Fee, Tariff and any Additional Fees will be set out in your Price Fact Sheet and can change. If these fees do change you will be notified in advance as set out in the relevant Codes and Guidelines.

- 18.2 We can change this Contract without first telling you about the change if:

- (a) the change is beneficial to you, or does not interfere with your enjoyment of your energy plan; or
- (b) the change reflects any laws, codes, regulatory guidelines or instructions by the relevant Regulator that are amended or introduced after this Contract commences.

### 19 Inconsistency

- 19.1 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.

## 20 Transfer of this Contract

20.1 You agree and give your consent that we may assign or transfer all or part of our rights and/or benefits under this Contract to any person at any time, and that person will assume those rights and/or benefits, without providing prior notice to you.

20.2 You agree and give your consent that this Contract may be novated (that is, amaysim will be replaced as a party to this Contract by another person) to any other person, and that person will assume the rights, benefits, obligations and/or liabilities under this Contract and release amaysim from such rights, benefits, obligations and/or liabilities under this Contract, by either us or the person to whom this Contract will be novated giving prior written notice to you of the novation, provided that the novation is on terms no less favourable to you than the terms of this Contract immediately before the novation.

20.3 You cannot assign, transfer, novate or otherwise deal with all or part of your rights, benefits, obligations and/or liabilities under this Contract without our prior written consent.

## 21 Relevant law

21.1 The law applicable to this Contract is the law of the State where your Supply Address is located.

## 22 Promotional 'bonus' offers

22.1 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.

## 23 Commissions

23.1 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 may also pay the utility connection business On The Move Pty Ltd a fixed fee for managing the process of connecting, reconnecting and disconnecting

your energy supply.

## 24 Definitions

○ **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 Fees** means any fees other than the Subscription Fees as set out in your Price Fact Sheet, including but not limited to, distribution charges that we have been charged for (for example, disconnection and reconnection charges), Top-Up Fees, Off-Plan Rates and any other goods or services supplied or provided to you.

○ **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).

○ **amaysim Classic Plan** means the classic as-you-go plan made available to you under the amaysim Classic Plan T&Cs and applicable Price Fact Sheet.

○ **amaysim Classic Plan T&Cs** means the classic as-you-go terms and conditions available on the amaysim website and at <https://www.amaysim.com.au/dms/amaysim/documents/terms-conditions/amaysim-Energy-As-You-Go-Market-Terms-and-Conditions.pdf>.

○ **Approved Payment Method** means authorised payment via credit or debit card. We accept VISA®, MasterCard®, American Express cards and such other payment methods as we may notify you of from time to time.

○ **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

○ **Business Days** means a day other than

- a Saturday or Sunday or Public Holiday.
- **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 your contract with us that is made up of these Contract terms and conditions and the relevant Price Fact Sheet.
  - **Digital Meter** means a meter which records energy usage at pre-determined intervals and can be read remotely.
  - **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.
  - **Energy Ombudsman** means the relevant state Ombudsman listed in the contacts section below.
  - **Force Majeure** means an event outside the reasonable control of you or us which would result in you or us being in breach of this Contract.
  - **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.
  - **New Meter Deployment** means the replacement of an existing meter by us other than where the replacement is at your request or to enable the provision of a product or service that you have agreed to acquire from us or any other person, or as otherwise required by the Codes and Guidelines.
  - **NMI** means the national meter identifier found on the meter at your Supply Address.
  - **Off-Plan Rates** means the relevant Off-Plan Rates set out in the Price Fact Sheet.
  - **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](http://www.amaysim.com.au/energy/energy-price-fact-sheets)
  - **Public Holiday** means a public holiday appointed under the Public Holidays Act 1993 (Cth).
  - **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.
  - **Related Body Corporate** has the meaning given to it in the *Corporations Act 2001* (Cth).
  - **Renewal Cycle** means each monthly period, commencing on sign-up and renewing on each consecutive subsequent monthly anniversary of your sign up date, until this Contract is terminated.
  - **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.
  - **Rolled-Over Energy Savings** means the total amount of unused energy (in kWh) you accrue due to unused Usage Allowance and/or Top-Up Allowance during a Renewal Cycle.
  - **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.

- o **Small Customer** means a small customer as defined under the Codes and Guidelines from time to time, and includes Residential Customers and Small Business Customers.
- o **Subscription Fees** means the fee automatically charged to you every Renewal Cycle for your Usage Allowance during that Renewal Cycle based on your selected Subscription Plan. Subscription Fee rates are set out in the Price Fact Sheet.
- o **Subscription Plan** means the subscription plan that you have currently selected to apply to you under the terms of this Contract and applicable Price Fact Sheet.
- o **Supply Address** means the address for which you have agreed to purchase energy.
- o **Tariff** means the relevant tariff based on a customer's selected Subscription Plan and Supply Address as published by us from time to time.
- o **Top-Up Fee** means the fee automatically charged to you for a Top-Up Allowance when you use all of your Usage Allowance (assuming you have no Rolled-Over Energy Savings). Top-Up Fee rates are set out in the Price Fact Sheet.
- o **Top-Up Allowance** means the fixed amount of energy (in kWh) available based on your paid Top-Up Fee as set out in the Price Fact Sheet.
- o **Usage Allowance** means the fixed amount of energy (in kWh) available to use in a Renewal Cycle based on your Subscription Plan as set out in the Price Fact Sheet.
- o **you** and **your** means the person who has accepted (or has been deemed to have accepted) this Contract, as amended from time to time.

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

- (a) headings are for convenience only and do not affect the interpretation of this Contract;
- (b) any reference to the singular includes the plural and vice versa;

- (c) if the customer consists of more than one person, each person is jointly and severally bound;
- (d) a customer which is a trustee is bound both personally and in its capacity as a trustee;
- (e) any reference to a customer includes the customer's executors, administrators, successors and permitted assigns;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) and another regulation or other statutory instrument made or issued under that Statutory Provision.

**26 Contacts**

**26.1 Regulators**

Essential Services Commission of Victoria

Level 37. 2 Lonsdale Street

Melbourne 3000 [www.esc.vic.gov.au](http://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) 92901444

Fax: (03) 9290 1457

[AERInquiry@aer.gov.au](mailto:AERInquiry@aer.gov.au)

**26.2 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](http://www.ewov.com.au)

Energy and Water Ombudsman Queensland (EWOQ) Ph: 1800 662 837

Email: [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au)

Web: [www.energywatercomplaints.com.au](http://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](mailto:omb@ewon.com.au)

Energy & Water Ombudsman South  
Australia (EWOSA) Ph: 1800 665 565

Mail: GPO Box 2947, Adelaide, SA5001  
Web: [www.ewosa.com.au](http://www.ewosa.com.au)

### 26.3 **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