

# SmoothPay

## Terms and conditions

*You should read these Terms in conjunction with the Terms of Supply.*

In these Terms, '**we**', '**our**' and '**us**' means Momentum Energy, and '**you**' means you, our customer who uses SmoothPay.

By choosing to use SmoothPay, you agree to these Terms.

## **1. APPLICATION AND ELIGIBILITY**

### **1.1 Application**

- a) SmoothPay applies at an account level only. If you have more than one account with us (that is, if we supply both gas and electricity to you, or if we supply energy to you at more than one supply address), SmoothPay will only apply to the account(s) you have specified it should apply to.
- b) In these Terms, references to your account are references to the account which SmoothPay applies to and references to energy are references to the energy used under that account.

### **1.2 Eligibility**

- a) To be eligible to use SmoothPay you must:
  - i) be a residential customer;
  - ii) meet our credit eligibility criteria;
  - iii) not be a multi-site or consolidated account customer;
  - iv) not have any overdue debt owing to us;
  - v) not be on a payment arrangement or hardship plan with us; and
  - vi) unless we agree otherwise, pay your Instalments via direct debit.

- b) If at any time during the Term you do not meet the eligibility requirements set out in paragraph (a), we may cancel SmoothPay.

## **2. SMOOTHPAY INSTALMENTS**

### **2.1 General**

We will determine, and you will pay, your Instalments during the Term.

### **2.2 Frequency and payment of Instalments**

You may elect to pay Instalments on a weekly, fortnightly or monthly basis and we will direct debit your Instalments at your elected frequency.

### **2.3 How we determine your Instalments**

- a) For the purposes of this clause 2.3:
- i) **Existing Customer** means a person who is a customer of ours at the time they request SmoothPay and for whom we have sufficient historic energy usage information to determine their Instalments; and
  - ii) **New Customer** means a person for whom we do not have sufficient historic energy usage information to determine their Instalments.
- b) Your Instalments are based on our estimate of what your energy usage will be in the Forward Period.
- c) If you are an Existing Customer, we determine your Instalments:
- i) as at the Commencement Date, based on your historic energy usage; and
  - ii) during the Term, based on your historic and actual energy usage.
- d) If you are a New Customer, we determine your Instalments:
- i) as at the Commencement Date, based on our estimate of your energy usage;
  - ii) during the Term and until such time as we have sufficient historic energy usage information, based on:
    - A) your historic and actual energy usage; and
    - B) our estimate of your energy usage; and

- iii) during the Term when subparagraph (ii) no longer applies, based on your historic and actual energy usage.

## **2.4 Inclusion of outstanding balance at commencement**

If you have an amount outstanding (but not overdue) on your account balance on the Commencement Date, that amount will be included in our calculation of your Instalment amounts.

## **2.5 Changes to Instalment amounts**

We do not guarantee that your Instalment amounts will remain the same during the Term. Your Instalment amounts may decrease or increase:

- a) based on your actual energy usage, in accordance with these Terms and in particular clause 2.6; and
- b) to reflect variations to the rates and charges that apply to you, in accordance with your Terms of Supply,

and you acknowledge and agree that we cannot guarantee your Instalment amounts and that your Instalment amounts will change to reflect the matters described in this clause 2.5.

## **2.6 Review of Instalments**

- a) We will perform a review of your Instalment amounts at the end of every Billing Period for your account and every six months from the Commencement Date. If our review determines that your energy usage is not consistent with what we had estimated your energy usage would be, we may adjust your Instalment amounts for the Forward Period.
- b) If your Instalments are varied pursuant to this clause 2.6, we will notify you in writing of the new Instalment amounts and when they will take effect.

## **2.7 Bills**

- a) From the Commencement Date, your account bills will state that:
  - i) you are using SmoothPay and specify your current account balance; and
  - ii) you do not need to take any action in respect of the bill (we will direct debit your Instalments pursuant to clause 2.2).
- b) We will continue to send you bills at the frequency

you have chosen to receive them, even if this is different to the frequency you have elected to pay Instalments.

### **3. TERM**

Your SmoothPay service will commence on the Commencement Date and will continue until such time as SmoothPay is cancelled pursuant to clause 4 (the **Term**).

### **4. CANCELLING SMOOTHPAY**

- a) We may cancel SmoothPay if:
  - i) we cease to offer SmoothPay for any reason;
  - ii) you no longer meet the eligibility requirements for SmoothPay, pursuant to clause 1.2;
  - iii) you miss two payments (whether consecutively or otherwise);
  - iv) you notify us you are moving;
  - v) you switch to another energy retailer; or
  - vi) you cancel your direct debit arrangement with us.
- b) You may cancel SmoothPay at any time through MyAccount or by contacting us.
- c) If SmoothPay is cancelled, your account will revert to the billing terms which applied to your account prior to you using SmoothPay (unless the cancellation occurs at the same time your account is closed).
- d) If at the time SmoothPay is cancelled:
  - i) your account balance has an outstanding amount owing to us, that amount will be added to your next bill or final bill (as applicable); or
  - ii) your account balance is in credit, that credit will be applied to your next bill or final bill (as applicable).

### **5. DIRECT DEBIT**

- a) By using SmoothPay, you agree to comply with the terms set out in our direct debit service agreement.
- b) Your agreement to let us direct debit payments for your account will survive the cancellation of SmoothPay by you or us. If you wish to discontinue direct debit payments after the cancellation of SmoothPay, you can do so through MyAccount or by contacting us.

## **6. VARIATIONS TO THESE TERMS**

- a) We may vary these Terms from time to time by notice to you.
- b) If we vary these Terms pursuant to this clause 6, the variations detailed in the notice will form part of the Terms on and from the date specified in the notice.
- c) You agree that we may vary the Terms in accordance with this clause 6 and you will comply with the Terms as varied in accordance with this clause 6.

## **7. GENERAL**

For the purposes of our General Terms, these Terms are Extra Product Terms (as that term is defined in the General Terms).

## **8. DEFINITIONS**

**Billing Period** means the period covered by any bill.

**Forward Period** means, at any point in time during the Term, the next 12 months from that point in time.

**Instalments** means the SmoothPay payments to be made by you during the Term.

**Commencement Date** means either:

- a) the date you activate SmoothPay through MyAccount; or
- b) the date we activate SmoothPay at your request when you contact us by phone.

**SmoothPay** means the SmoothPay service provided to you by Momentum Energy. See [momentum.com.au](https://momentum.com.au) for further details.

**Term** has the meaning given to it in clause 3.

**Terms** means these SmoothPay terms and conditions.

**Terms of Supply** means our General Terms or the relevant standing offer terms and conditions (as applicable, depending on the energy supply contract you have entered into with us or are deemed to have entered into with us), MyAccount terms and conditions, and any Extra Product Terms for our products which you use. See [momentum.com.au/terms-and-conditions](https://momentum.com.au/terms-and-conditions).