



# Terms & Conditions



The purpose of this Agreement is for the sale of electricity and the terms and conditions and other parts of this agreement set out in Our terms on which WINenergy sells You (the customer) electricity to the supply address.

In these terms and conditions:

**Us, We or Our** means WINenergy Pty Ltd (ABN 71 112 175 710) located at Suite 201, 12 Cato Street Hawthorn East 3123.

**I, You, Me or My** means You the person(s) whose details are set out in the Customer Detail section of this form who is seeking to obtain the sale of electricity through the Embedded Network from Us at a Supply Address nominated by You.

The Agreement is made between Us and You and commences on the date on this form or the date We become responsible for the electricity supply for Your Premises under the relevant law. By entering this Agreement You acknowledge and accept Our service, terms and conditions. Terms and conditions outside of the Agreement may be implied into the Agreement as a matter of law and nothing in the Agreement should be construed as restricting any such law. This Agreement has no fixed term and ends without attracting early termination fees when written notification is provided in accordance with clause 7 of these Terms & Conditions.

## WINenergy Terms and Conditions

1. You acknowledge entering into this Agreement that WINenergy acts as agent for and as a facilitator for the on-selling of electricity to Your site.
2. We will not be under any obligation to connect Your supply address to the Embedded Network until You have provided Us with a completed Agreement form and you acknowledge and agree that subject by Law, be required to pay any security deposit payable prior to Your connection contemplated by the WINenergy Pricing Schedule.
3. You consent to WINenergy Pty Ltd, or its representative, taking all steps necessary to provide electrical energy to You and to transfer the sale of Your electricity necessary from Your existing Retailer to the embedded network. This may include but is not limited to arranging a final meter reading and bill, changes to the metering installation and the exchange of information with energy industry participants including Your electrical energy usage and customer details.
4. You acknowledge and agree that subject to Law, We may require You to pay a New Connection Fee with this Agreement when You are the first occupant of a premises, and that this will appear on Your first invoice. You accept the responsibility of the New Connection Fee is the Property Owners and if You are a Tenant of a Supply Address this fee is applied, You are responsible for recouping these costs under the Residential Tenancies Act within that governing state.
5. You agree to pay to WINenergy Pty Ltd, or its representative, the energy charges as set out in the WINenergy Energy Pricing Schedule, for the sale of electrical energy to the site and at the rate notified to You or published by WINenergy in their most recent Energy Pricing Schedule. WINenergy may modify Energy Pricing Schedule at any time by notice to You, and You will be required to pay the fees and charges set out in any amended WINenergy Pricing Schedule.
6. You agree and give consent for WINenergy to bill You using interval data on a monthly billing cycle or in the absence of actual meter data, WINenergy will issue an estimated bill based on the historical data available at that time for the fees and charges associated to Your usage at the supply address incurred by You under this Agreement with 14 calendar days from the date of the invoice.
7. This Agreement will continue unless either 7.1, 7.2, 7.3 & 7.4 occurs:
  - 7.1 We give You at least 30 days notice that We intend to terminate this Agreement, in which case the Agreement will terminate on the expiration of that notice period
  - 7.2 You notify WINenergy with written notification of at least 3 days notice of the date on which You wish to end this Agreement and provide a forwarding address to which a final bill may be sent. If no notification has been provided to WINenergy or no forwarding address is provided then You agree that You will be responsible for any charges incurred under this agreement until such time that You give WINenergy notice.
  - 7.3 You fail to make payment of a bill by the due date, We disconnect You in accordance with the requirements of the local governing Law and Your account remains unpaid 7 days following the disconnection, We may terminate this Agreement without further notice.
  - 7.4 You intend to switch to a Licensed Retailer of choice to sell electricity to you, and give Us prior written notice of Your intention, 30 days prior in which case the Agreement will terminate on the date notified by You.
8. Subject to Law, in the event you fail to pay by the due date your final bill; We or Your landlord may debit from Your rental bond or bank guarantee in connection with Your premises any outstanding amount on Your final account.
9. You agree to provide unhindered and safe access to the meter at the supply address at all times to Our agents or contractors so that they may enter Your Premises for the purpose of maintenance, repair and repossession of such equipment. Failure to provide access to the meter at the supply address can result in continuous estimated bills being issued and resulting in a disconnection under the Energy Retail Code.
10. Our contractors may enter Your Premises for the purpose of metering, cabling and meter reading to retrieve and reposes the same and You will not action works on, tamper or in any way alter any meters, wiring or conduits installed in Your Premises by Us or Our Contractors. You agree not to use the electricity to the supply address illegally and must not obtain electricity at the supply address fraudulently or for fraudulent purposes.
11. Subject to Law, an account set up fee and or priority connection fee or meter energisation fee may apply and will appear on Your first account.
12. Subject to Law, an account final meter read fee may apply and will appear on Your final invoice.
13. You agree that We may give information about You to any credit reporting agency in order to obtain a consumer/commercial credit report about You, or to allow a credit reporting agency to create or maintain a credit information file containing information about You, listing defaults, and exchanging information with other credit providers under Section 18E A (1) and 18(k) of the Privacy Act. Subject to Law, You agree that You shall be liable for any expense and/or costs or disbursements incurred by WINenergy in recovering any outstanding monies including debt collection agency fees and/or legal costs.
14. You acknowledge all residential customers of WINenergy must provide either direct debit or credit card details to open an account and receive electrical energy from WINenergy.
15. To the extent permitted by Law You release and indemnify WINenergy and its representatives, employees and agents, and will keep them indemnified, and hold them harmless against any and all claims of any nature and all liability of any nature which arises from the supply and on-selling to and use of electricity to You. Including the failure of supply, the quality, continuity or frequency of energy supply to the site, and on-selling to and use of electricity by You, including but not limited to from and against all claims of loss of revenue or financial loss in relation to supply or supply disruption, from and against all claims in relation to disruption of supply of electricity and from and against all claims made by any third party in relation to disruption of supply of electricity, from and against all claims made in respect of damage to Your or anyone else's property. If WINenergy incurs any liability under this agreement, it is acknowledged the maximum liability WINenergy incurs is the cost of the electricity during any period during which the supply has been affected.
16. You acknowledge the ownership of all metering equipment remains the sole property of WINenergy and hereby grant to WINenergy a right to enter the site for the purpose of maintenance, repair and repossession of such equipment. The connection of the equipment to the site in no way operates to make it a fixture or to affect the title of WINenergy.
17. In the event You wish to dispute a bill or any other matter relating to this Agreement, You should contact our WINenergy Customer Service department.
18. Where more than one person has made this application each of them will be jointly and severally liable under this Agreement.
19. You acknowledge having been informed in writing that You have the right to elect to purchase electricity from a licensed retailer of Your choice.
20. You agree that if any tax or fee is imposed which is related to Carbon emissions or green house gas emissions or similar charge that the price of Electricity will be adjusted upwards to include such tax, fee or similar charge.
21. If WINenergy is unable to comply with any obligations under this Agreement due to a force majeure event or the Distributor, Generator or Exempt Retail Provider inability to supply energy or changes including applicable laws and the compliance to them results in WINenergy's obligation to You as a customer being suspended (except the obligation to pay any money owing) or ceasing, WINenergy will use reasonable endeavors to remove, overcome or minimize the effects and notify You as soon as possible.
22. WINenergy may make changes to these terms and conditions detailed or make any changes in accordance with any applicable legislation and industry codes. If you do not accept any change we make, you must contact WINenergy to close your account. You will need to pay any outstanding balance in order to do this.
23. (QLD Customers Only) You further acknowledge that if You fail to pay for the supply of utilities to the premises, the Body Corporate is entitled to recover all costs and expenses in taking any action in the same manner as the Body Corporate is entitled to recover contributions levied in accordance with the Body Corporate and Community Management Act 1997.

## Direct Debit Terms

24. I authorize WINenergy Pty Ltd to arrange for funds to be debited from My account at the financial institution identified and as prescribed through the Bulk Clearing System (BECS).
25. I authorise the Debit User (WINenergy Merchant Credit Card ID: 9615758 & WINenergy Direct Debit ID: 325422) to verify the details of the account above with My financial institution and the Financial Institution to release information allowing the Debit User to verify the account details provided.
26. I agree that automatic payments will be for the amount of My WINenergy utilities bill including any overdue amounts that may exist.
27. I agree that automatic payments will occur every month in accordance with My billing period, 14 days after the issue date of that month's billings period.
28. I agree to notify WINenergy of any payment cancellation requests made through the financial institution.
29. (WINenergy Residential Customers Only) I agree to provide WINenergy another payment method when cancelling this direct debit arrangement.

For assistance in completing this form,

Please call 1300 791 970 between 9am to 5pm Monday to Friday