



Terms & Conditions

Our commitment to you!

Air Conditioning Customers (VIC) on behalf of your Owners Corporation

Agreement for the supply of Fair Air Services



Victoria

This document is your copy of our Agreement Terms.

Understanding your Agreement with us is important. If you have any questions in relation to this document, please call 1300 791 970 and our Customer Service Professionals will be happy to answer them.

Your Agreement and the Regulatory Requirements

We are pleased to provide you a copy of the terms and conditions in which WINconnect Pty Ltd (ABN 71 112 175 710), trading as WINenergy, of Suite 201, 12 Cato Street, Hawthorn East VIC, 3123, will provide chilled or heated refrigerant services to you on behalf of your Owners Corporation.

We and Us means WINenergy. You and your means the customer.

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Overview

1. What does this Agreement apply to?

This agreement is in relation to the supply of chilled or heated refrigerant via a centralised Variable Refrigerant Flow/Variable Refrigerant Volume or chilled water system to the indoor air conditioning unit within your Supply Address.

WINenergy is providing this as a service as agent and on The measurement of usage is based on the thermostatic setting on your indoor unit, how often you use it and the flow of refrigerant/chilled water through a valve/meter. This usage is then apportioned back to the total KWh usage that has been measured by the Centralised Condensing Unit.

We are not responsible for:

- (a) natural gas, LPG or electricity under this Agreement;
- (b) the installation, maintenance or repair of ducts or other works which facilitate the supply of Air Conditioning Services to and within your Supply Address; or
- (c) the maintenance, repairs or replacement of the VRV/VRF system including, but not limited to, all hardware, software and control systems.

2. When does this Agreement start?

This Agreement starts on the date you open an account with us for the supply of Air Conditioning Services.

Billing and Payment

3. What am I required to pay?

You must pay us the Charges, which include:

- (a) the apportioned usage charges for the supply of Air Conditioning Services, which are based on the calculation by which electricity that is used to heat/cool the condensing/cooling units that supplies the air as desired within your Supply Address;

How to contact us

Phone enquiries, call 1300 791 970

Email enquiries@winconnect.com.au

Postal Address , PO Box 217,

Hawthorn, VIC, 3122

Interpreter Service 13 14 50

(c) if applicable, a fee may be charged for the connection, disconnection or site visit which will be charged on the invoice subsequent to the date of the request;

(d) a credit card surcharge may apply if you choose to pay by Mastercard or Visa or any other payment method where we incur a merchant service fee. The amount of this fee is set out in the payment options section of your bill should it apply;

(e) a reconnection fee, which is a fee which applies where we reconnect your Air Conditioning Service after it has been disconnected under clause 7(b) (i.e. where you have failed to pay your bill by the due date);

(f) any taxes, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we supply services to you under this Agreement.

If you breach this Agreement you will be required to pay any reasonable costs we incur as a result of that breach, as well as any reasonable fees we charge in relation to that breach.

4. Can the Charges increase under this Agreement?

We may vary the Charges by notice to you at any time. The notice could take the form of a message contained in your bill, and will specify the effective date of the variation.

5. How will I be billed?

We will issue a bill to you at your Supply Address or at another address you nominate. The billing period will generally be every second month. We may change the billing period by notice to you.

You must pay each bill in full by the due date on the bill. The accepted payment methods are set out on your bill. If for whatever reason you cannot pay by the due date, you must advise us as soon as possible.

If you fail to pay the amount payable by the due date, we may:

(a) disconnect or suspend the supply of Air Conditioning Services (see clause 7); and

(b) refer your bill for collection by a debt collection agency.

6. What happens if I have been over or under charged?

If you have been overcharged, undercharged or not charged then these amounts will be credited to your account or recovered from you as soon as reasonably practicable after we determine the relevant amounts.

Disconnection and Reconnection and other interruptions to supply

7. Why and when can my services be disconnected?

We may suspend or disconnect the Air Conditioning Services to your Supply Address in the following circumstances:

- (a) on your request;
- (b) if you fail to pay your bill by the due date, or fail to adhere to an agreed instalment plan or payment option;
- (c) if it is required as a result of any emergency, health and safety reason, or dangerous situation; or
- (d) if we need to do so in connection with the supply of services to you or to undertake work on the Centralised Condensing Units.

We will give you notice before we disconnect under clauses (b), (c) and (d).

Where we refer to suspending or disconnecting the Air Conditioning Services to your Supply Address, this may include stopping the supply of air services to your Supply Address.

8. How can I be reconnected?

If we have suspended or disconnected the Air Conditioning Services to your Supply Address for any of the reasons set out in clauses 7(b) above, we will remove the suspension or arrange reconnection at your request after you have rectified the reason for disconnection and paid any applicable reconnection fees.

If we have suspended or disconnected the Air Conditioning Services to your Supply Address for any of the reasons set out in clauses 7(d) we will remove the suspension or arrange reconnection of your Air Conditioning Services as soon as practicably possible.

9. Force Majeure Event

You or we are not liable for not performing an obligation under this Agreement (except an obligation to pay money), because of an event beyond your or our reasonable control (Force Majeure Event).

The party affected by a Force Majeure Event must give the other party prompt notice of the Force Majeure Event, including full information about the Force Majeure Event, an estimate of its likely duration, the obligations affected by it, the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

If the effects of a Force Majeure Event are widespread, we will be deemed to have given you prompt notice of the Force Majeure Event if we make the necessary information available to you by way of updates on our website.

A person claiming a Force Majeure Event must use their best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. This does not require either of us to settle any industrial dispute in any way we do not want to.

Ending this Agreement

10. What happens if you move out?

If you intend to move from your Supply Address, you must give us at least 3 business days' notice of the date you intend to vacate, and give us a forwarding address where we can send your final bill.

You will be responsible for all Charges under this Agreement up to and including the date you have provided in your request. If you do not advise of the move out, you will continue to be billed and be financially responsible for all charges.

11. What happens after disconnection?

After this Agreement ends, we may choose to isolate the unit. This will be done remotely based on the date you have provided in your request.

If you continue to take supply of Air Conditioning Services after this Agreement ends and you have not entered into a new agreement with us, then the terms and conditions in this Agreement will continue to apply.

12. Understanding your usage

Electricity usage is apportioned based on the size and specification of your indoor unit, the flow of refrigerant/chilled water and length of time that your unit is in use. By setting the thermostat within your supply address, you are in control of the cost. The further the thermostat is set from the ambient temperature, the greater the amount of electricity required to operate the Centralised Condensing Unit/chilled water units and this will mean the cost is higher. Optimal thermostatic settings for winter are 18°C-20°C and for summer are 24°C-26°C (www.sustainability.vic.gov.au).

13. Loss and Damages

In addition to your rights under consumer protection laws, we accept liability for losses resulting from our breach of contract and negligence where those losses are reasonably foreseeable. However, we exclude liability to you for all loss or damage that was not reasonably foreseeable, was not caused by our breach of this Agreement or negligence, was related to amounts for business losses (such as lost data, lost profits or business interruptions), suffered by third parties, was caused by circumstances outside of our reasonable control, and was caused, or contributed to, by your breach of this Agreement.

14. Assignment and subcontracting

You cannot assign, transfer or novate this Agreement. We can assign, transfer or novate this Agreement or transfer you as a customer to any of our related business entities or as part of the transfer to the same third party of all or substantially all of one of our Air Conditioning Services business segments. We will provide you with advance notice of any such assignment, transfer or novation.

We may also assign, transfer or novate this Agreement, and/or transfer you as a customer, to any third party with your consent.

15. Warranties

To the fullest extent permitted by law, all warranties implied by common law or statute are excluded from this Agreement unless expressly included. However, if any part of this Agreement is unlawful, unenforceable or invalid, that part is to be treated as removed from the Agreement, but the rest of the Agreement is not affected.

You and we must fully comply with all laws, regulations, by-laws or ordinances which apply in relation to the Air Conditioning Services and ancillary services we supply to you under this Agreement.

16. Governing law

This Agreement is governed by the laws in force in the State or Territory in which your Supply Address is located. You agree to submit to the non-exclusive jurisdiction of the courts in the State of your Supply Address.

17. Your privacy

We collect, use, hold and disclose your personal and credit related information in order to provide you with the Air Conditioning Services and related products and services. We may disclose this information to our related companies and our agents and contractors (such as mail houses, data processors and debt collectors). If you do not provide this information to us, we may not be able to provide our products or services to you. Where possible, we will collect this information from you, but we may obtain this information from third parties (including credit reporting bodies). If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement.

18. Notices

A notice given by us or you under this Agreement will be in writing and given:

- (a) Personally; or
- (b) By post, addressed to your Supply Address or any other address you nominate from time to time. The notice will be taken to be received by you on the third Business Day after the date of posting to that address; or
- (c) By e-mail if you have provided us with an email address; or
- (d) By fax if you have provided us with a fax address; or
- (e) By online form to notify of intent to move out or move in.

19. GST

Notwithstanding any other provision in this Agreement, if the Supplier is or becomes liable to pay GST in connection with any Supply:

- (a) The Recipient must pay to the Supplier, in addition to the Agreement Price, an additional amount equal to the amount of that GST;
- (b) the Recipient must pay the Agreement Price plus the additional amount on account of GST within 30 days of the end of the month in which a tax invoice is received from the Supplier for that Supply or as otherwise provided in this Agreement;
- (c) if the GST payable in relation to a Supply made under or in connection with this Agreement varies from the additional amount paid or payable by the Recipient under clause (a) such that a further amount of GST is payable in relation to the Supply or a refund or credit of GST is obtained in relation to the Supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause (a). If an adjustment event occurs in relation to a Supply, the Supplier must issue an adjustment note to the Recipient in relation to that Supply within 14 days after becoming aware of the adjustment; and
- (d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly creditable acquisition or any wholly or partly creditable importation made by that other party, the amount reimbursed shall be net of any input tax credit claimable in respect of that acquisition or importation (as the case may be).

In this clause, all italicised and emboldened terms, have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 and in the GST law.

In addition:

“Agreement Price” means the consideration to be provided under this Agreement for the Supply (other than under this clause);

“Recipient” means the party that receives the Supply from the Supplier;

“Supplier” means the party that provides the Supply to the Recipient and includes the representative member of the GST Group if the Supplier is a member of a GST Group; and

“Supply” means any supply to the Recipient by the Supplier pursuant to this Agreement. However, if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the supply will be treated as a separate supply for the purposes of this clause.

20. Definition of terms in this Agreement

Unless the context requires otherwise, in this Agreement:

Centralised Condensing/cooling Unit means the unit, apparatus and equipment, installed or to be installed at the Premises that is used to create the chilled or heated refrigerant/chilled water that is delivered to your Supply Address.

Charges means the charges, fees and other amounts payable by you under this Agreement.

Air Conditioning Service means the delivery of chilled or heated refrigerant/chilled water to meet the desired requirement within your Supply Address.

Supply Address means the premises where you take supply of Air Conditioning Services from us as detailed on your bill.