



# Terms & Conditions

**Our commitment to you!**

Hot Water Services and Cooktop Gas Customers (NSW, SA, QLD, VIC)

## Agreement for the supply of Hot Water Services and Cooktop Gas



New South Wales • South Australia • Queensland • 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 team 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 (ABN 71 112 175 710) of Suite 201, 12 Cato Street, Hawthorn East VIC 3123, will provide Hot Water Services and related services to you.

**We** and **Us** means WINconnect. **You** and **your** means the customer.

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## Overview

### 1. What does this Agreement apply to?

We agree to supply Hot Water Services to your Supply Address. Hot Water Services means the heating of water by a Central Water Heating System.

We or our authorised representatives also read and maintain the Meter for your Supply Address for the purposes of measuring your usage. In some circumstances we also maintain the Central Water Heating System. We or your body corporate can advise you whether we or the body corporate is responsible for maintenance of the Central Water Heating System for your Supply Address.

Where available, we also agree to supply Cooktop Gas to your Supply Address. Cooktop Gas means the unmetered supply of gas to your fitted cooktop appliance at your Supply Address. We or your body corporate can advise you whether Cooktop Gas is supplied to your Supply Address.

We are not responsible for:

- (a) the supply of water, LPG or electricity under this Agreement;
- (b) the installation, maintenance or repair of pipes or other works which facilitate the supply of hot water to and within your Supply Address; or
- (c) the installation, maintenance or repair of your cooktop appliance, pipes or other works which facilitate the supply of gas to and within your Supply Address.

### 2. When does this Agreement start?

This Agreement starts on the date you open an account with us for the supply of Hot Water Services and Cooktop Gas.

### How to contact us

Phone enquiries **call 1300 791 970**

Email [enquiries@winconnect.com.au](mailto:enquiries@winconnect.com.au)

Postal Address **PO Box 217**

**Hawthorn VIC 3122**

Interpreter Service **13 14 50**

## Billing and Payment

### 3. What am I required to pay?

You must pay us the Charges, which include:

- (a) the heating component charge for the supply of Hot Water Services, which is based on your usage of Hot Water Services applied to the tariff specified on your bill;
- (b) if applicable, the water usage component charge for the supply of Hot Water Services, which is based on your usage of Hot Water Services applied to the tariff specified on your bill. This charge is to recover the costs incurred by the body corporate for supplying cold water to the Central Water Heating System;
- (c) if applicable, the supply charge and/or minimum charge which cover fixed costs, including the cost of supplying, maintaining and reading the Meter. The amount of these charges can be found on your bill or further information about these charges is available from our customer service team;
- (d) if applicable, the unmetered supply charge for Cooktop Gas, which is based on the tariff and number of days specified on your bill;
- (e) a credit card surcharge, which 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;
- (f) a reconnection fee, which applies when we reconnect your Hot Water Services after it has been disconnected under clause 7(b) (i.e. where you have failed to pay your bill by the due date);
- (g) 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. The amount we recover from you will not be more than our entitlement for compensation under the law.

### 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 either monthly or 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 Hot Water Services (see clause 7); or
- (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 Hot Water Services and/or Cooktop Gas 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 you have failed to provide us, or our authorised representative, access to your Meter for three consecutive Meter readings;
- (d) if it is required as a result of any emergency, health and safety reason, or dangerous situation;
- (e) if we need to do so in connection with the supply of Hot Water Services or Cooktop Gas to you or to undertake work on the Central Water Heating System or the Meter; or

(f) if you have failed to enter into an agreement with us prior to you consuming Hot Water Services and Cooktop Gas at your supply address.

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

Where we refer to suspending or disconnecting the Hot Water Services to your Supply Address, this may include stopping the supply of hot water to your Supply Address.

## **8. How can I be reconnected?**

If we have suspended or disconnected the Hot Water Services and/or Cooktop Gas to your Supply Address for any of the reasons set out in clauses 7(b), (c) or (f) 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 Hot Water Services and/or Cooktop Gas to your Supply Address for any of the reasons set out in clauses 7(d) and 7(e) above, we will remove the suspension or arrange reconnection of your Hot Water 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 provide us with a forwarding address where we can send your final bill.

You will be responsible for all Charges under this Agreement until the end of this notice period, or if you do not provide access to the Meter, until we are given access to the Meter.

### 11. What happens after disconnection?

After this Agreement ends, we may choose to disconnect and remove the Meter. You must allow us and our authorised representatives safe, convenient and unhindered access to the Supply Address or other location for the purpose of disconnecting the Meter.

If you continue to take supply of Hot Water Services and/or Cooktop Gas 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.

## About this Agreement

### 12. Changes to this Agreement

This Agreement may be varied by agreement between us where:

- (a) we have given you at least 28 days' prior written notice of the variation to this Agreement; and
- (b) you have accepted that change by not terminating this Agreement prior to the end of that 28 day period.

You may end this Agreement immediately if the variation is not acceptable to you by giving us notice.

### **13. Access to and ownership of Meters**

At all times we retain ownership of the Meter installed in connection with the Hot Water Services.

When relevant, you must allow us and our authorised representatives safe, convenient and unhindered access to your Supply Address or other location for the purposes of reading and maintaining the Meters.

### **14. Meter data**

The data from your Meter may be provided to your body corporate for the purposes of apportioning the cold water charges incurred by the body corporate in relation to the Central Water Heating System.

### **15. Our Liability**

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 or negligence.

### **16. 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 bodies corporate or as part of the transfer to the same third party of all or substantially all of one of our 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.

## 17. 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 Hot Water Services and ancillary services we supply to you under this Agreement. Your agreement is covered by the Australian Consumer Protection Law. These protections are separate and in addition to the protections you have under the National Energy Retail Law. For more information on what these additional protections are please contact the customer service team at WINconnect.

## 18. 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.

## 19. Your privacy

We collect, use, hold and disclose your personal and credit related information in order to provide you with the Hot Water 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) as well as to your distributor and other energy providers for these purposes and more broadly in connection with our provision to you of the Hot Water Services and Cooktop Gas. 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.

Under this Agreement you consent to your Meter data being provided to the body corporate at your Supply Address as outlined in clause 14.

## 20. 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.

## 21. 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.

## 22. Marketing

From time to time we will let you know about our products and offers, even after this Agreement ends. If at any time you decide you do not want to receive these offers, please let us know. You can do so by e-mailing us at [enquiries@WINconnect.com.au](mailto:enquiries@WINconnect.com.au) or by writing to us at WINconnect Customer Service, PO Box 217, Hawthorn VIC 3122. We will keep providing you with these offers until you tell us otherwise.

## 23. Definition of terms in this Agreement

Unless the context requires otherwise, in this Agreement:

**Central Water Heating System** means the hot water systems, apparatus and equipment, installed or to be installed at the Premises to generate hot water but does not include the Meters.

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

**Cooktop Gas** has the meaning given in clause 1.

**Hot Water Services** has the meaning given in clause 1.

**Meter** means the hot water meter installed at the Supply Address or other location in connection with the Hot Water Services.

**Supply Address** means the premises where you take supply of Hot Water Services from us as detailed on your bill.