



# Terms & Conditions

**Our commitment to you!**  
Electricity Customers (VIC, NSW, QLD, SA, WA)



## Introduction

This Agreement is about the sale and supply of electricity to you as an Embedded Network customer. This document sets out the terms and conditions under which electricity will be sold and supplied to you.

# Your Terms & Conditions are below

Please read carefully and let us know if you have any queries...

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## Agency

WINconnect Pty Ltd ABN 71 112 175 710, trading as WINenergy, is an agent of the Embedded Network Owner for your Supply Address and is authorised to make an offer on behalf of the Embedded Network Owner to sell and supply electricity to you.

In the offer document (if applicable) and in the terms and conditions that follow, “we”, “us” or “our” refers to WINenergy, and “you” or “your” refers to you, the Embedded Network customer.

### 1. Who do these terms and conditions apply to?

These terms and conditions apply to you if:

- a) Your Supply Address is within an Embedded Network; and
- b) You are a Small Customer.

We may also supply you under this agreement if:

- c) Your Supply Address is within an Embedded Network; and
- d) You are not a Small Customer, but an Other Customer, in which case not all of these terms and conditions will apply to you.

Where the treatment of Small Customers and Other Customers differs we have explained this throughout this Agreement.

### 2. When does this agreement commence and end?

#### a) Commencement

- i) This agreement commences on the date that you accept the offer to supply electricity to you.
- ii) The supply will commence when you have satisfied the requirements upon sign up, such as acceptable identification for billing purposes and/or the correct Metering has been installed at your Supply Address.
- iii) If you do not have an Embedded Network Meter, the agreement will commence once the new Meter has been installed at your Supply Address.

#### b) End

- i) On a date agreed between you and us; or
- ii) Five business days from the date you provide us with a termination notice (or a different time if agreed between you and us); or
- iii) When your lease or occupancy concludes and you have provided us with a termination notice which will take effect from the date that a final reading can be obtained; or

- iv) When you start receiving energy retail services from a different retailer or exempt seller; or
- v) When a different customer starts receiving energy retail services for the Supply Address; or
- vi) At the end of a period of 10 business days commencing on the day the Supply Address was disconnected, where the disconnection was performed in accordance with Clause 12 and the conditions for reconnection have not been met.

### 3. Fees and charges explained

- a) You are liable for all of the charges invoiced to you for the sale and supply of electricity at your Supply Address.
- b) All rates and charges are GST exclusive. GST is added and is payable by you and only the prevailing GST rate will be charged.
- c) You must pay any additional charges incurred for activities that occur at your Supply Address, such as new connection fees, the initial energisation, re-connection, disconnection or a special and final Meter read.
- d) If you are the first owner or occupant of a Supply Address, you may be charged a new connection fee for the first time connection to the Embedded Network.
- e) We do not charge late fees on late payments or contract exit fees when terminating this agreement.
- f) We may charge a fee for any service we provide in connection with the supply of electricity to you in an amount that is no greater than the fee that would have applied had you obtained the supply of electricity directly from the external distribution system and that service directly from the external Distributor.

### 4. When do my energy rates change?

- a) Rates change in the market at certain times of the year. We will adjust rates relevant to the changes in the market with written notice to you as soon as practicably possible including the date from which the change to the rates will be effective.
- b) If the rates change during a billing cycle we will calculate your bill on a proportionate basis in accordance with the Regulatory Requirements.
- c) Rates can also change after a rate review is performed at your request. This may result in a new pricing offer or tariff change. If you accept the new pricing offer and/or the tariff change then the new rates will take effect once your Meter has been reprogrammed in accordance with the offer or tariff change or otherwise from the next scheduled read date after you have accepted the offer or tariff change.

## 5. Understanding your billing

- a) We will bill you on a monthly basis once your account is correctly established and we are receiving your Meter readings.
- b) Information included on your bill will comply with the applicable Regulatory Requirements and include:
  - i. The amount you must pay for electricity supplied to your Supply Address;
  - ii. The date payment is due;
  - iii. Your payment options; and
  - iv. Relevant contact details such as our enquiries and faults number.
- c) Your invoices are calculated by taking the Meter readings provided to us and multiplying them by the rate that energy is charged at exclusive of GST.
- d) Service charges are then added to your invoice exclusive of GST.
- e) Additional fees, if applicable, are then added exclusive of GST.
- f) A total amount, exclusive of GST is then tallied and a GST amount is added, giving the total payable amount.
- g) Estimations can occur if we have been unable to gain access to your Meter or if the remote data is unavailable. We will always use best endeavours to limit the use of estimated readings and to ensure that your Meter is read at least once in any 12 month period. We will not rely on an estimation of the Meter value at the start of your supply arrangement or for the purpose of issuing a final bill.
- h) Estimated bills are payable and in the event there is a difference to your bill after an actual Meter reading has been received you will be billed for the additional charges on your next bill or in the event you were overcharged you will be credited in accordance with the Regulatory Requirements.

## 6. Paying your bill

- a) You must pay us the amount indicated on your bill by the due date shown, which will be no less than 13 business days from the date of issue. If you have direct debit on your account, the amount due will be deducted on the due date shown on your bill.
- b) If you have attempted payment and for any reason that payment is dishonoured, you are liable for any charges incurred by us.
- c) We will provide you with a range of payment options on your bill so you can select whichever option best suits your needs. At least one of these payment options will not require internet access.
- d) You must also pay us any payment processing or merchant service fees we incur because of the payment method you use. These will be invoiced on your next bill.
- e) If your bill is not paid on time, you will not be eligible for the Pay on Time Discount.
- f) We will accept payment in advance on your electricity account, however, it will not earn interest and the credit remaining will only be refunded when your account is closed.

## 7. Direct debit

If you select direct debit as your method of payment, below are the direct debit terms:

You authorise us to arrange for funds to be debited from your nominated bank account as prescribed through the bulk clearing system. You authorise us to verify the details of the account above with your financial institution to ensure they are valid. You agree that automatic payments will be deducted for the amount on the bill issued including any overdue amounts and discounts. The funds will be debited on the date your bill becomes due. If you have cancelled the payment request through your bank, you need to notify us and arrange for an alternative payment method.

## 8. Reminders and payment difficulties

- a) If payment is not received by the due date, we may issue you with a courtesy reminder shortly after your missed due date. We may contact you either using a text message system to your nominated mobile number or email or both.
- b) If no payment, or arrangement to pay, is received, a reminder notice will be issued, requiring payment no less than 6 business days after the issue date on the reminder notice.
- c) If we still receive no payment or an arrangement to pay, a disconnection imminent notice will be issued, requiring payment no less than 6 business days after the issue date on the disconnection imminent notice. The notice will also clearly state when disconnection of your electricity supply will be scheduled to take place if no payment or arrangement to pay is received by the due date.
- d) After issuing the disconnection imminent notice and before disconnection, we will use best endeavours to contact you either in person or via telephone.
- e) If you are experiencing payment difficulties, please contact us as soon as possible to discuss alternative payment options as you may be eligible under the Regulatory Requirements for a payment plan.
- f) Residential customers can access payment plans to help get their debt under control, however, we are not obligated to offer a payment plan if you have failed 2 payment plans in the past 12 months.
- g) There may be scheme(s) available to help you should you require further assistance in making payments and we can advise of what these schemes are. For further information contact our customer service professionals on 1300 791 970 Monday to Friday 8am to 5pm AEST or visit our website [www.winconnect.com.au](http://www.winconnect.com.au).

## 9. Metering

- a) You are responsible for ensuring that our Meter reading contractor has clear, safe and unhindered access to your Meter. We will use best endeavours to ensure that access is provided to us by the Embedded Network Owner, however, if we are unable to gain access due to changes made at your Supply Address, we cannot be held responsible.
- b) We are responsible for the connection of your supply to the Embedded Network as well as the ongoing maintenance of your Meter.
- c) We are unable to guarantee the supply within the Embedded Network as the external Distributor is responsible for the continuation of supply. If the supply is disconnected or we expect supply to be disconnected, we will notify you immediately.
- d) You acknowledge that any Meter installed by us remains the property of the Embedded Network Owner or us and does not belong to you.
- e) If new or upgraded Meter installation works need to take place in order for us to supply you with electricity, you accept that you may be charged the associated costs. For more information on what these costs may be, please contact our customer service professionals on 1300 791 970 Monday to Friday 8am to 5pm AEST.
- f) If you are experiencing any issues with your supply you can contact our 24 hour faults line on 1300 448 862.

## 10. Undercharging and overcharging

### Undercharging

- a) If you have been undercharged, we may be able to recover these amounts from you in accordance with the applicable Regulatory Requirements. Please note, we:
  - i. Will not charge interest on the amount undercharged.
  - ii. Will offer you an extended time to pay by instalments, over a period nominated by you. The extended payment period cannot be longer than 12 months and cannot be longer than the amount of time we have undercharged for. For example, if we have undercharged for 6 months, you may request a maximum of 6 months in which to pay it off.
  - iii. If you are a Small Customer, will limit the recovery of the undercharged period to 9 months prior to the date you are notified of the undercharging, unless the undercharging was due to your fault or due to an unlawful act or omission by you.
  - iv. If you are an Other Customer, we can recover all amounts undercharged.

### Overcharging

- a) If you have been overcharged, we must notify you within 10 business days of becoming aware of the overcharging.
- b) If you have been overcharged by less than \$25 exclusive of GST, we will credit the amount to your next bill.

- c) If you have been overcharged by \$25 or more exclusive of GST, we must refund the overcharged amount if you request. If you do not request that the amount be refunded, we will credit the overcharge to your next bill.
- d) You will not receive interest on the overcharged amount.
- e) Where the overcharging was due to your fault or due to an unlawful act or an omission by you, you are limited to recovering the amount overcharged in the 12 months prior to the date the error was discovered.

## 11. Questions about your bill

If you disagree with your bill, you are entitled to a review of your bill to ensure everything is correct.

- a. If you request, we will arrange for a check of your Meter reading at no additional fee to you once a year. Each subsequent request will attract a fee.
- b. If you feel that there may be a fault with your Meter, you may request the Meter to be tested, and will need to accept the fees associated with this should be the Meter test results be within the legal parameters of operation.
- c. Should the Meter test return a fault, we will credit or not charge the fee and your Meter will be replaced at no additional cost to you.
- d. While we are conducting any activity to determine if the bill issued is correct, any amount not in dispute and subsequent bills still require payment in full unless otherwise arranged.

## 12. Disconnection and reconnection

- a) We can arrange for disconnection if:
  - i. You request a disconnection;
  - ii. Continuing to supply energy to your Supply Address would be unsafe;
  - iii. Your tenancy/ residential agreement has ended and you are vacating the Supply Address; or
  - iv. You have not paid your invoice by the due date, or you have not complied with the terms of a payment arrangement, and where:
    - A. We have issued you with a reminder notice requesting payment within 6 business days of the issue of the notice;
    - B. If you have not paid by the due date in the notice we have issued you with a disconnection warning stating that disconnection may occur if payment is not made within a minimum of 6 business days of the issue of the notice;
    - C. We have used our best efforts to contact you after the issuing of the disconnection notice; and

D. You have failed to pay or take reasonable action towards payment by the date specified in the disconnection notice.

- b) We will not arrange disconnection at your Supply Address during the following times:
- i. On a business day before 8am;
  - ii. On a business day after 2pm;
  - iii. On a Friday;
  - iv. On the day before a public holiday;
  - v. On a weekend or a public holiday; or
  - vi. On days between 20 December and 31 December of each year.
- c) We can arrange for disconnection outside of the times listed in item b if:
- i. It is required for safety reasons;
  - ii. In the event of an emergency;
  - iii. It is directed by a relevant authority;
  - iv. You request us to disconnect your supply; or
  - v. This agreement has been terminated.
- d) We will not arrange for a disconnection where you have made a complaint to us or a dispute resolution body and the complaint remains unresolved and is related directly to the proposed reason for the disconnection
- e) Reconnection after disconnection will be arranged when:
- i. You request reconnection as payment has been made;
  - ii. You have corrected any issues that led to the disconnection; and
  - iii. You accept any reconnection charges incurred.
- f) If you have requested reconnection, rectified the issue which led to the disconnection and paid any charge for reconnection within 10 business days of the disconnection, we must reconnect your Supply Address as soon as practicable and no later than two business days after your request.

### **13. Interruptions to supply**

- a) Where there is a planned interruption to supply, we will notify you at least 4 business days before the date of interruption (where we have been advised of these works planned). The notification will:
- i. Specify the expected date, time and duration of the interruption;
  - ii. include a telephone number for enquiries

- b) Where there is an unplanned interruption to supply, we will, within 30 minutes of being advised of the interruption, or otherwise as soon as practicable, make available a 24 hour telephone service which will provide information on the nature of the interruption and an estimate of the time when supply will be restored or when reliable information on restoration of supply will be available.
- c) For both planned and unplanned interruptions to supply we will use our best endeavours to restore supply as soon as possible

## 14. Queries, complaints and dispute resolution

- a) Queries – We have a team of well trained customer service professionals ready to speak to you should have any queries in relation to your account. Call on 1300 791 970 Monday to Friday 8am to 5pm AEST.
- b) Complaints – If you feel that the customer service professional has not answered your query adequately, you may request to speak with a supervisor. We will endeavour to take your call immediately; however, sometimes this option may not be available and we will then call you back. If you would like to escalate your concern, you may also request a call back from the Customer Service Manager.
- c) Dispute Resolution – We will make reasonable endeavours to resolve any dispute you have with us or the Embedded Network Owner (as applicable) concerning the sale and supply of energy to you. You may also seek the assistance of the energy ombudsman in your state (where available) or an equivalent scheme.

Our Complaint and Dispute Resolution Policy is available on our website at [www.winconnect.com.au](http://www.winconnect.com.au). Alternatively, contact our customer service professionals on 1300 791 970 Monday to Friday 8am to 5pm AEST and we will be able to provide you with further details.

## 15. Privacy

We will comply with the relevant privacy legislation in relation to your personal information. Detailed information on our privacy policy is available on our website.

From time to time we will let you know about our products and offers, even after the 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 emailing us at [unsubscribe@winconnect.com.au](mailto:unsubscribe@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.

## 16. General

- a) The agreement is governed by the laws of the state in which your Supply Address is located.
- b) The agreement overrides all prior negotiations, representations, proposals, understandings and agreements whether in writing or not, relating to the sale and supply of electricity to you at the Supply Address.
- c) WINconnect may, as agent for the Embedded Network Owner, assign this Agreement to another entity without your prior written consent.
- d) If there is more than one of you, each of you is jointly and severally liable under the agreement.
- e) Your agreement is covered by the Australian Consumer Protection Law. These protections are separate and in addition to the protections you have under the Regulatory Requirements. For more information on what these additional protections are, please contact our customer service professionals on 1300 791 970 Monday to Friday 8am to 5pm AEST.
- f) As WINconnect is acting as agent for the Embedded Network Owner, you confirm that the limitation of liability clauses applicable to the Embedded Network Owner apply to this Agreement, a copy of which is available on request by you.

## 17. Definitions

**Agreement** means the agreement for the sale and supply of electricity you have entered into with us;

**Business Day** means a day other than a Saturday, Sunday or a gazetted public holiday in the state of your Supply Address as applicable;

**Distributor** means the person who owns, operates and controls a distribution system that forms part of the national electricity grid;

**Embedded Network** means a privately owned distribution system which is owned by an Embedded Network Owner and connected at a Parent Connection Point to a distribution system that forms part of the national electricity grid;

**Embedded Network Owner** means the person or entity that owns the Embedded Network, usually the building or site owner or community corporation, owners corporation or body corporate;

**Exempt Embedded Network Service Provider** means a person who engages in the activity of owning, controlling or operating an Embedded Network under an exemption granted or deemed to be granted by the AER under section 13 of the National Electricity Law and clause 2.5.1 (d);

**Exempt Seller** is a person that sells energy under exemption from obtaining an energy retailer authorisation in accordance with National Energy Retail Law (NERL). The exemption scheme is managed by the Australian Energy Regulator (AER), or in Victoria or Western Australia, under the relevant exemption order;

**Fees** means fees and other charges we may impose as detailed in the these terms and available on our website;

**GST** means a goods and services or similar tax;

**Meter** means the metering equipment, owned by us or a third party, used to measure the electricity usage at your Premises;

**Other Customer** means a customer who is not a Small Customer;

**Parent Connection Point** means the agreed point of supply between an Embedded Network and a distribution system;

**Pass-Through Cost** means all costs that are incurred by us in relation to the sale and supply of electricity to you at your Supply Address other than the wholesale cost of the electricity sold to you and Metering costs in the case of residential and small business customers, including the external Distributor's network charges and other fees, regulated charges, costs in respect of environmental requirements, transmission and distribution losses and service charges;

**Pay On Time Discount** means a percentage discount applied to the usage component of the bill amount when the bill is paid by the due date;

**Rates** means the rates we impose for electricity we supply and sell to you at your Supply Address;

**Regulatory Requirements** means any law or regulatory or administrative instrument relating to the sale or supply of electricity in the state where your Supply Address is located;

**Small Customer** means:

- a) A residential customer; or
- b) A business customer who consumes energy at or below a level determined under the National Energy Retail Law, or in Victoria, under the *Electricity Industry Act 2000* (Vic); or
- c) In Western Australia, all customers who consumes no more than 160MWh of electricity per year.

**Supply Address** means the address detailed as such in the offer; and

**Supply Point** means any point at which our Embedded Network connects to the electricity installation at your Supply Address and includes the relevant Meter.