



# Gas Market Retail Contract Terms & Conditions



## 1. Background

- 1.1 These terms and conditions (**Terms and Conditions**) form part of the gas retail agreement (**Agreement**) between you and us for the for the sale and supply of gas to you at the Premises.
- 1.2 The other parts of the Agreement are the Important Details and your Gas Plan.
- 1.3 This Agreement only applies to Premises within a gas Embedded Network.
- 1.4 This Agreement applies to Small Customers. If you are not a Small Customer we may still supply you under this Agreement as an Other Customer. Not all Gas Laws are applicable to Other Customers under this Agreement. We have explained throughout this Agreement where the treatment of Small Customers and Other Customers differs.

## 2. Sale, supply and purchase of gas

We agree to sell and supply and you agree to purchase gas on the terms of the Agreement.

## 3. When this Agreement starts

- 3.1 This Agreement starts on the Agreement Date and continues until you or we end it. If you accept this Agreement over the phone, we will provide you with an Agreement Document within 5 Business Days after the Agreement Date, either:
  - 3.1.1 in person;
  - 3.1.2 by post; or
  - 3.1.3 by email, if you have agreed to the use of electronic communications in the Important Details or in your Gas Plan.

## 4. When we start selling gas

We will not start selling you gas at the Premises unless and until:

- 4.1 if requested, you have given us:
  - 4.1.1 acceptable identification;
  - 4.1.2 the body corporate contact details for billing purposes
  - 4.1.3 credit history information;
- 4.2 your cooling-off period under clause 5 has expired; and
- 4.3 you have paid, or agree to pay, any applicable connection fee or other charge associated with connecting the Premises to the gas Embedded Network, and the Premises are connected.

## 5. Cooling off

- 5.1 You can cancel this Agreement during the 10 Business Day cooling off period (even though you agreed to or accepted it).
- 5.2 The cooling off period starts on the later of:
  - 5.2.1 the first Business Day after the Agreement Date;
  - 5.2.2 if you accept this Agreement over the phone, the first Business Day after the day on which we give you an Agreement Document; and
  - 5.2.3 the day on which you receive our Disclosure Statement.
- 5.3 To cancel, you must notify us of your intention to cancel by telephone or in writing. Our contact information is set out in the Important Details, and in our bills.
- 5.4 A record of your withdrawal will be recorded and retained for at least 2 years.

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## 6. Creditworthiness

- 6.1 We may determine your creditworthiness by doing a credit assessment of you, using any information we are permitted by law to use to do so.
- 6.2 We may disclose your relevant Personal Information, Sensitive Information or other information to a credit reporting body before, during or after we sell gas to you:
  - 6.2.1 to obtain a credit report about you; and
  - 6.2.2 to allow the credit reporting body to create or maintain a credit information file about you – in this case the information we may disclose includes information relating to any default by you in making payments required by this Agreement.
- 6.3 We will comply with all applicable privacy laws in determining your creditworthiness.
- 6.4 You agree that, for the purpose of assessing your creditworthiness, we may obtain a consumer credit report from a credit reporting agency containing information about you and information about you from a business which provides information about the commercial creditworthiness of persons.

## 7. Cancellation of the Agreement by us

- 7.1 We may cancel this Agreement for any reason before we commence selling you gas, including where:
  - 7.1.1 we are not satisfied you are a Small Customer within an Embedded Network;
  - 7.1.2 the connection does not occur within 3 months of the Agreement Date;
  - 7.1.3 you do not meet our credit requirements;
  - 7.1.4 you do not meet any eligibility criteria described in the Important Details or in your Gas Plan; or
  - 7.1.5 any information concerning you or the Premises included in the Important Details is incorrect.
- 7.2 We will notify you if we cancel the Agreement under clause 7.1 and may offer you an alternative agreement.

## 8. Important Details

- 8.1 Without limiting what may be specified in the Important Details, the Important Details:
  - 8.1.1 set out details about you and the Premises; and
  - 8.1.2 set out your initial gas prices and other fees and charges you must pay under this Agreement.

## 9. Gas Plan

- 9.1 Your Gas Plan includes specific benefits for you under the Agreement including, where relevant, the fixed period over which those benefits apply.
- 9.2 We will notify you no earlier than 40 Business Days and no later than 20 Business Days before any Benefits under your Gas Plan end, and may advise you of any alternative benefits which are available and for which you are eligible (**Alternative Benefit**). You may then:
  - 9.2.1 if we notify you of multiple Alternative Benefits, notify us of which Alternative Benefit, if any, you wish to apply under your Gas Plan when your current Benefits end; or
  - 9.2.2 do nothing, in which case the Benefits under your Gas Plan will end and, at our discretion, we may transition you to an Alternative Benefit.
- 9.3 We may end any Benefits under your Gas Plan by giving you at least 20 Business Days' notice, provided:
  - 9.3.1 we offer you a similar Alternative Benefit; and
  - 9.3.2 transitioning you to the Alternative Benefit would not be detrimental to you.

## 10. Multiple Premises

If more than one Premises is specified in the Important Details, then:

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- 10.1 the Agreement is for the sale of gas to you at each of those Premises;
  - 10.2 the Agreement starts at the same time under clause 3 for all of those Premises and may be cancelled under clause 5.1 only in respect of all of those Premises;
  - 10.3 the Agreement may end in respect of one or more but not all of the Premises if the relevant circumstances do not relate to all of the Premises, including where you vacate particular Premises;
  - 10.4 we may prepare consolidated bills for all or some of the Premises, including where a bill for one or more of those Premises is required to be a final bill and for others it is not; and
  - 10.5 except as otherwise provided in this clause 10, each reference in these Terms and Conditions to the Premises is to each of the Premises specified in the Important Details separately, or to all of them collectively, as the context may require.

## 11. New or additional premises

- 11.1 You may ask us to sell gas to you at additional premises on the terms of this Agreement, or to transfer the Agreement to new premises because you are moving, where the new or additional premises are within an Embedded Network.
- 11.2 We may offer to incorporate the premises into the Agreement on terms detailed in the offer.

## 12. Vacating the Premises

- 12.1 If you vacate the Premises, this Agreement will end from the date you do so. If you are vacating the Premises, you must notify us at least 4 Business Days beforehand and must provide your forwarding address to us for your final bill for the Premises. We will arrange for your Meter to be read at the time agreed with you or as soon as possible after if your Meter cannot be accessed then.
- 12.2 If you fail to tell us that you are moving or you fail to provide access to your Meter, then, despite this Agreement having ended, we will continue to bill you for gas consumed at the Premises and other amounts payable as if this Agreement hadn't ended, until:
  - 12.2.1 if you subsequently do tell us, or provide access to your Meter, your Meter has been read;
  - 12.2.2 the gas supply to the Premises is disconnected, or Responsibility for the Premises is transferred to another retailer; or
  - 12.2.3 we enter into a new agreement in relation to the Premises, whether with you or someone else,and you must pay those bills.

## 13. Billing

- 13.1 We will send you your bill for each Billing Period as specified in the Important Details, to:
  - 13.1.1 your nominated email address for bills, if you have agreed to the use of electronic communications in the Important Details or in your Gas Plan;
  - 13.1.2 your nominated postal address for bills; or
  - 13.1.3 the supply address for the Premises.
- 13.2 Bills we send to you will be calculated by applying the gas prices set out in the Important Details (as varied under clause 20), which cover the cost of your gas and other regular recurrent charges in relation to the supply and sale of gas to you at the Premises, including, if applicable, charges based on the network tariff payable for the supply of gas to the Premises, to:
  - 13.2.1 the amount of gas consumed at the Premises during the Billing Period, using information obtained from reading your Meter; or
  - 13.2.2 an estimation of that consumption in accordance with the Gas Laws.
- 13.3 Bills will also include:
  - 13.3.1 any other fees and charges provided for under the Agreement (as set out in the Important Details or in your Gas Plan and as varied under clause 20) with respect to the Billing Period;

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- 13.3.2 any other fees or charges we incur in relation to the supply and sale of gas to you at the Premises, such as special Meter read fees and the applicable connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with us or the Distributor;
  - 13.3.3 any additional charges under clause 20; and
  - 13.3.4 any other amounts you owe us under the Agreement, including (without limitation) any undercharged amount.
- 13.4 If your bill is based on an estimate of your usage and we later have a measurement of your actual usage, we will adjust a subsequent bill for the difference between the estimate and your actual usage.

#### **14. Payment**

- 14.1 You must pay each bill in full by the Due Date. You can pay your bill by any of the options listed on your bill.
- 14.2 If you cannot pay by the Due Date or are experiencing financial hardship, you must notify us of this as soon as possible. We will provide you with information about payment options.
- 14.3 If you do not pay by the Due Date, unless you have requested a review of the bill we may do one or more of the following:
  - 14.3.1 apply any Security Deposit we are holding;
  - 14.3.2 place you on a shortened collection cycle, where the Gas Laws allow us to do this. We will give you a notice within 10 Business Days of doing so, detailing what you will need to do in order to be removed from the shortened collection cycle;
  - 14.3.3 disconnect your gas supply in accordance with clause 24;
  - 14.3.4 ask a debt collection agency to obtain the payment from you; and
  - 14.3.5 sell the rights to the unpaid amount to a third party who may seek to collect it from you.
- 14.4 If you have more than one Agreement with us, we may deduct from and set-off against amounts paid or payable under one Agreement (including after that Agreement has ended), any amounts paid or payable under another Agreement.

#### **15. Security Deposits**

- 15.1 Depending on your creditworthiness, we may ask you to pay us a Security Deposit. You would have to pay the Security Deposit within 10 Business Days of our request. We would pay you interest on the Security Deposit as required by the Gas Laws. We could apply the Security Deposit and accrued interest against amounts you owed us under this Agreement. We would let you know when we did this. If we no longer needed the Security Deposit, or if we no longer sold gas to you, we would return the Security Deposit and accrued interest to you in accordance with your reasonable instructions.

#### **16. Reviewing bills**

- 16.1 If you disagree with an amount you have been charged, you can ask us to review the bill. We will conduct the review in accordance with our standard complaints and dispute resolution procedures.
- 16.2 If your bill is reviewed, you are still required to pay:
  - 16.2.1 the lesser of:
    - (a) the portion of the bill that you do not dispute; and
    - (b) an amount equal to the average of your bills in the last 12 months (excluding the bill in dispute); and
  - 16.2.2 any other bills from us that are due for payment.

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- 16.3 If you ask us to, we will arrange for a check of the Meter reading or metering data or for a test of the Meter. You will be liable for the cost of the check or test unless the Meter or metering data proves to be faulty or incorrect and, if permitted by the Gas Laws, we may request payment in advance. However, if the Meter or metering data proves to be faulty or incorrect, we will reimburse you for any amount paid in advance.
  - 16.4 If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we will make the necessary adjustments to the bill.
  - 16.5 If, after completion of our review of a bill, you are not satisfied with our decision, you may lodge a dispute with the Energy Ombudsman in your state.

## **17. Meters**

- 17.1 You must allow safe and unhindered access to the Premises for the purposes of reading and maintaining the Meter at the Premises.
- 17.2 If you fail to allow Meter access and we bill you based on an estimate of your gas consumption, we may charge you an additional fee if you ask us to bill you based on your actual consumption.
- 17.3 We will use our best endeavours to ensure that Meter readings are carried out as frequently as is needed to prepare your bills, consistently with the Gas Laws and in any event at least once every 12 months.
- 17.4 You acknowledge that the Meter is owned by us or a third party and title will not pass to you at any time.

## **18. Undercharging**

- 18.1 If we have undercharged you, we may recover the undercharged amount from you.
- 18.2 If we recover an undercharged amount from you:
  - 18.2.1 we will not charge interest on the undercharged amount; and
  - 18.2.2 we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- 18.3 If you are a Small Customer, the maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.
- 18.4 If you are an Other Customer, we can recover all amounts undercharged.

## **19. Overcharging**

- 19.1 Where you have been overcharged by an amount less than the overcharge threshold under the Gas Laws, as applicable from time to time, we must credit that amount to your next bill after we become aware of the overcharging.
- 19.2 Where you have been overcharged by an amount equal to or more than the overcharge threshold under the Gas Laws, we must:
  - 19.2.1 if you are a Small Customer, inform you within 10 Business Days of our becoming aware of the overcharge; and
  - 19.2.2 repay the overcharge by crediting the relevant amount to your next bill, or otherwise as you reasonably request.
- 19.3 If you have stopped buying gas from us, we will use our best endeavours to pay the overcharged amount to you within 10 Business Days.
- 19.4 No interest is payable on an amount overcharged.

## **20. Varying prices and charges**

- 20.1 The Important Details state the initial gas prices we use to determine our charges.

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- 20.2 If the gas prices stated in the Important Details are not the prices we generally apply to customers of your type, in your distribution area, with your Meter type and any other characteristic referred to in the Important Details, we will notify you of this as soon as practicable and, if we have billed you based on the stated gas prices, we will adjust the bill.
- 20.3 If after the Agreement starts a new type of Meter is installed at your Premises or your Distributor's network tariff or the structure of the network tariff is changed, we may change your gas prices to those applicable to that type of Meter or to reflect the change in network tariff or in the structure of the network tariff.
- 20.4 We may vary your gas prices, or impose additional charges, in line with changes in the Distributor's network tariff and other prices and charges payable to us for or in connection with the supply of gas to the Premises.
- 20.5 We may also vary your gas prices or impose additional charges to the extent reasonably necessary to cover increases in our costs in selling gas to you, or in those costs being greater than we estimated when entering into the Agreement. These price variations and additional charges may cover:
- 20.5.1 costs we incur as a result of the introduction of, or a change in, a tax or any other applicable law;
  - 20.5.2 changes in the effective cost to us of the gas we sell you; and
  - 20.5.3 market charges and metering charges.
- 20.6 We must give you notice, which may be a message on your bill, of any changes or variations to your gas prices and any additional charges, as soon as practicable and no later than in your next bill after the variation. If the Premises is in Queensland, we must give the notice at least 10 Business Days before the change or variation takes effect, where your gas prices are increasing or there is a new or increased additional charge.

## 21. GST

Where an amount payable by you under the Agreement is expressed to be exclusive of GST and is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## 22. Your obligations

- 22.1 Title and risk in the gas sold to you under this Agreement will pass to you at the point of connection with the gas meter.
- 22.2 You must comply at all times with the Gas Laws.
- 22.3 You must:
- 22.3.1 ensure your name and contact details (including your nominated addresses for notices and bills) and the details of the Premises are correct in the Important Details;
  - 22.3.2 ensure any other information you give us is correct and not false, misleading or deceptive; and
  - 22.3.3 notify us as soon as possible if information you have provided to us changes, including if your billing address changes or if your use of gas changes (for example, if you start running a business at the Premises).
- 22.4 You must:
- 22.4.1 make sure the gas equipment at the Premises is in good condition and not damaged in any way; and
  - 22.4.2 allow only appropriately qualified and accredited people to carry out any work in connection with that equipment; and
  - 22.4.3 if you are a Business Customer, take reasonable steps to prevent loss on your side of the point of connection which may be caused by difficulties with the quality or reliability of gas supply.
- 22.5 You must not, and must take reasonable steps to ensure others do not:

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- 22.5.1 illegally use gas supplied to the Premises;
  - 22.5.2 interfere or allow interference with any gas equipment that is at the Premises except as may be permitted by law;
  - 22.5.3 use the gas supplied to the Premises or any gas equipment in a manner that:
    - (a) unreasonably interferes with the connection or supply of gas to another customer; or
    - (b) causes damage or interference to any third party;
  - 22.5.4 allow gas purchased from us to be used otherwise than in accordance with the Agreement and the Gas Laws; or
  - 22.5.5 tamper with, or permit tampering with, any Meters or associated equipment.

### **23. Gas distribution and supply**

- 23.1 Your Premises is connected to an Embedded Network.
- 23.2 The Distributor is responsible for the connection of the Embedded Network to the distribution system, and the physical supply of gas to the Embedded Network (including the quality and reliability of the gas supplied).
- 23.3 Your Embedded Network Owner is responsible for the physical supply of gas from the Embedded Network to the Premises (including the quality and reliability of the gas supplied).
- 23.4 We are responsible for the connection of the Premises to the Embedded Network and for reading and maintaining the Meter. Where required we will arrange for, and procure, the Distributor and Embedded Network Owner to supply gas to the Premises.
- 23.5 The quality and reliability of your gas supply is subject to a variety of factors that are beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as the Distributor and Embedded Network Owner), including at the direction of a Relevant Authority.
- 23.6 You agree that, due to factors beyond our control, the supply of gas to the Premises may be interrupted. In those circumstances you will immediately cease or reduce consuming gas at the Premises and will comply with directions from us, your Embedded Network Owner or the Distributor.
- 23.7 Where reasonably possible and in accordance with the law, we, your Embedded Network Owner or the Distributor will give you prior notice of supply interruptions (though not necessarily in writing).
- 23.8 If you inform us that supply to the Premises has been interrupted and you want us to notify your Embedded Network Owner and/or the Distributor, we will do so as soon as practicable.

### **24. Disconnection**

- 24.1 If you have given us up-to-date contact details, we will give you notice before we disconnect the gas supply to the Premises.
- 24.2 We will comply with the terms, conditions and procedures set out in the Gas Laws when disconnecting the gas supply to the Premises.
- 24.3 We may arrange for disconnection in the following circumstances, subject to the Gas Laws:
  - 24.3.1 if you ask us to;
  - 24.3.2 if you:
    - (a) do not pay your bill by the Due Date; or
    - (b) are on a payment plan with us and fail to comply with the terms of the plan;
  - 24.3.3 if you are a Residential Customer:
    - (a) you do not pay your bill by the Due Date, and
    - (b) you do not agree to an offer to pay the bill by instalments or, having agreed to the offer, you fail to comply with the instalment arrangement;

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- 24.3.4 if your Meter has not been able to be read for three consecutive Meter readings due to a lack of access to the Premises;
  - 24.3.5 if you refuse to provide acceptable identification we are entitled to require from you;
  - 24.3.6 if you refuse to provide a Security Deposit;
  - 24.3.7 if you use gas at the Premises fraudulently, or intentionally use it contrary to Gas Laws; or
  - 24.3.8 if we are otherwise entitled or required to do so under the Gas Laws.

## **25. Reconnection after disconnection**

- 25.1 We will reconnect the Premises in accordance with the Gas Laws if, within 10 Business Days of the Premises being disconnected:
  - 25.1.1 you rectify the matter that led to the disconnection;
  - 25.1.2 you ask us to arrange for reconnection; and
  - 25.1.3 you pay any reconnection charge (if requested).
- 25.2 If you do not meet the requirements in clause 25.1 within 10 Business Days following disconnection, the Agreement will terminate automatically in accordance with clause 27.3.1.

## **26. Life support equipment**

- 26.1 We maintain a register of premises which are home to persons who require life support equipment.
- 26.2 If a person living at the Premises requires life support equipment, you must register the Premises with us and we must register this requirement with the Distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the Premises.
- 26.3 We will not disconnect the gas supply to any Premises registered as premises which are home to a person who requires life support equipment.
- 26.4 You must tell us if the life support equipment is no longer required at the Premises.

## **27. Termination**

- 27.1 You can end this Agreement by:
  - 27.1.1 requesting us to disconnect the gas supply to the Premises, in which case the Agreement will end 10 Business Days after disconnection;
  - 27.1.2 entering into a new agreement with us for the sale of gas to you at the Premises, in which case the Agreement will end when sale under the new agreement starts; or
  - 27.1.3 exercising any other express right for you to terminate the Agreement.
- 27.2 We can end this Agreement by giving you 20 Business Days' notice.
- 27.3 This Agreement will also end:
  - 27.3.1 if the Premises are disconnected other than due to your request and you have not met the requirements for reconnection, in which case the Agreement will end 10 Business Days after the date of disconnection;
  - 27.3.2 when another person starts being supplied with gas at the Premises, by us or by another retailer; or
  - 27.3.3 if we are no longer entitled to sell gas due to a Last Resort Event.

## **28. Consequences of termination**

- 28.1 When this Agreement ends, you must still make any outstanding payments to us.
- 28.2 If this Agreement ends, and you continue to consume gas at the Premises but have not entered into a new agreement with us, then we will continue to sell you gas at the Premises on the terms of our Standing Offer.

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**29. Liability**

- 29.1 Subject to the Gas Laws:
- 29.1.1 we are not liable to you for any loss or damage in connection with or arising out of this Agreement, except where we breach this Agreement or are negligent;
  - 29.1.2 you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence; and
  - 29.1.3 you indemnify us and any third party against any liability in connection with or arising out of the use of gas sold under this Agreement after ownership passes to you.
- 29.2 Nothing in this clause 29 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.
- 29.3 Nothing in the this Agreement varies or excludes any limitation of liability or immunity we have under the Gas Laws.

**30. Warranties**

- 30.1 To the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement.
- 30.2 However, you have certain non-excludable rights under the Australian Consumer Law.

**31. Privacy**

- 31.1 We will comply with all applicable privacy laws in relation to the collection, use and disclosure of your Personal Information and Sensitive Information.
- 31.2 We may collect relevant Personal Information and Sensitive Information about you in connection with this Agreement, and you consent to us:
- 31.2.1 using that information to carry out our rights and obligations under the Agreement; and
  - 31.2.2 disclosing that information to other persons who require it for the purposes of facilitating the supply of gas and relevant services under this Agreement.
- 31.3 You can find our privacy policy on our website: [www.winconnect.com.au](http://www.winconnect.com.au).
- 31.4 If you have any questions, you can contact our Customer Service Team by e-mail at [enquiries@winconnect.com.au](mailto:enquiries@winconnect.com.au).

**32. Marketing**

- 32.1 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@winenergy.com.au](mailto:enquiries@winenergy.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.

**33. Notices**

- 33.1 Notices under this Agreement, including bills, must be sent in writing, unless the Gas Laws say otherwise.
- 33.2 A notice sent under the Agreement is taken to have been received:
- 33.2.1 on the date it is handed to the receiving party, left at the Premises (in your case) or at our registered office (in our case), or successfully faxed (which occurs when the sender receives a transmission report to that effect);
  - 33.2.2 on the date which is 2 Business Days after it is posted; or
  - 33.2.3 on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent by email and you have agreed to the use of electronic communications, as set out in the Important Details or in your Gas Plan.
- 33.3 Our contact details for you to contact us or send us notices are as set out in our latest bill, or as otherwise notified to you from time to time.

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**34. Complaints**

- 34.1 You may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures, which are published on our website: [www.winconnect.com.au](http://www.winconnect.com.au).
- 34.2 If you make a complaint, we will respond to your complaint in accordance with our standard complaints and dispute resolution procedures, and inform you of the outcome of your complaint and the reasons for our decision.
- 34.3 If you are still not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.

**35. Inconsistencies**

- 35.1 If these Terms and Conditions are different to or inconsistent with the Important Details or with your Gas Plan, the latter prevails. The Important Details prevail over different or inconsistent aspects of your Gas Plan.
- 35.2 If any matter that is required to be included in this Agreement by the Gas Laws is not expressly dealt with in the Agreement, the relevant Gas Law is incorporated as if it were a term of the Agreement.
- 35.3 If there is any inconsistency between this Agreement and the Gas Laws, then this Agreement prevails to the extent of the inconsistency, unless the relevant Gas Law provides that it must prevail.

**36. Last Resort Events**

If we are no longer entitled by law to sell gas to you due to a Last Resort Event occurring in relation to us:

- 36.1 the Agreement will automatically terminate and you will not be liable for any termination fee or other charge in respect of the termination; and
- 36.2 we will provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the Last Resort Event.

**37. Amending the Agreement**

- 37.1 Subject to clause 37.2, we must agree any amendment to the Agreement with you in writing.
- 37.2 To the extent permitted by law, we may amend the Agreement without your agreement:
  - 37.2.1 if we consider it necessary to do so in order to comply with any applicable law or any change in any applicable law; or
  - 37.2.2 if, in our reasonable opinion, the amendment will confer an additional Benefit on you, impose an additional obligation on us, or be of neutral impact on you,provided we comply with all applicable laws in making the amendment.

**38. Transferring the Agreement**

- 38.1 You may not assign, transfer or novate this Agreement without our prior written consent.
- 38.2 We may:
  - 38.2.1 assign, transfer or novate this Agreement; and/or
  - 38.2.2 transfer you as a customer,to any of our related bodies corporate or as part of the transfer of all or a substantial number of our customers to a third party, in which case we will notify you of the assignment, transfer or novation.

**39. Governing law and jurisdiction**

The laws of the state or territory of your Premises apply to this Agreement. You submit to the non-exclusive jurisdiction of the courts in that state or territory.

**40. Definitions**

In this Agreement:

**Agreement Date** means the date you sign the Important Details or you accept the Agreement over the phone or online.

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**Agreement Document** means a document evidencing the Agreement and which includes the Important Details, your Gas Plan and these Terms and Conditions.

**AEMO** means Australian Energy Market Operator Limited ABN 94 072 010 327 or any relevant successor body.

**Alternative Benefit** has the meaning given in clause 9.2.

**Benefits** means the benefits, discounts and offers provided to you and as set out in your Gas Plan.

**Billing Period** means the regular recurrent period for which you receive a bill from us, as set out in the Important Details or in your Gas Plan.

**Business Customer** means a person who consumes gas who is not a Residential Customer.

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in the state or territory of your Premises.

**Disclosure Statement** means a statement in writing disclosing important information about the Agreement.

**Distributor** means the person who operates the distribution system in accordance with the Gas Laws.

**Due Date** means the date by which you must pay your bill as set out in the bill, or such other date as we agree with you.

**Embedded Network** means a privately owned distribution system which is owned by an Embedded Network Owner and connects Premises to a Distributor's distribution system.

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

**Energy Ombudsman** means: South Australia: Energy and Water Ombudsman SA;

**Energy Retail Code** means the Energy Retail Code made by the Essential Services Commission under section 43 of the *Gas Industry Act 2001 (Vic)*.

**Gas Laws** means national and Victorian laws and rules relating to gas and the legal instruments made under those laws and rules, and includes the National Energy Retail Law and the National Energy Retail Rules and, in Victoria, the *Gas Industry Act 2001 (Vic)* and the Energy Retail Code.

**Gas Plan** means the document headed as such and which includes the matters specified in clause 9.1.

**GST** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Important Details** means the document headed as such and which includes the matters specified in clause 8.

**Last Resort Event** means an event that triggers the operation of a retailer of last resort scheme under the Gas Laws.

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

**National Energy Retail Law** means the law of that name as is applied by each participating State or Territory.

**National Energy Retail Rules** means the rules of that name made or applicable under the National Energy Retail Law.

**Other Customer** means a customer who is not a Small Customer (refer clause 41 for more details).

**Personal Information** has the meaning given in the *Privacy Act 1988 (Cth)*.

**Premises** means each premises within an Embedded Network (of which there may be more than one) specified as such in the Important Details.

**Relevant Authority** means any person or body who has the power under law to direct us, including AEMO and State, Territory or Federal Police.

**Residential Customer** means a person who purchases gas principally for personal, household or domestic use at their premises.

**Responsible** in respect of a retailer and the Premises means the retailer having wholesale market financial responsibility under the Gas Laws for gas supplied to the Premises and **Responsibility** has a corresponding meaning.

**Security Deposit** means an amount of money or other arrangement to provide security against you not paying a bill.

**Sensitive Information** has the meaning given in the *Privacy Act 1988* (Cth).

**Small Customer** means a Residential Customer or a Business Customer who consumes gas at or below a level determined under the National Energy Retail Law or, in respect of a Premises in Victoria, means a domestic or small business customer as defined in section 42 of the *Gas Industry Act 2001* (Vic).

**Standing Offer** means the terms and conditions, including the tariffs, of offers we are required to make under section 22 of the National Energy Retail Law or section 42 of the *Gas Industry Act 2001* (Vic), as the case may be, and published on our website at: [www.winenergy.com.au](http://www.winenergy.com.au).

**We, us or our** refers to WINconnect Pty Limited ACN 112 175 710.

**You or your** refers to the customer identified in the Important Details.

#### 41. Are you still a Small Business Customer?

41.1 You must tell us if the amount of gas you use changes significantly during the term of this Agreement, or if you cease using gas at the Premises principally for personal, household or domestic use, because this may mean you are no longer a Small Business Customer.

41.2 If:

41.2.1 you cease to be a Small Customer in respect of the Premises; and

41.2.2 you have consumed more than 1TJ of gas at the

Premises in a year, then, despite any other provision of this Agreement:

41.2.3 we may change your gas prices to either the Standing Offer tariffs applicable to small business customers with your network tariff or whatever we consider is reasonably necessary to recover from you:

(a) the effective cost to us of the gas we sell you; and

(b) all related costs incurred in connection with selling you gas including network costs, market costs, metering costs, retail costs and costs arising in connection with any government renewable energy, greenhouse gas reduction, energy efficiency and similar environmental schemes;

41.2.4 we may notify you that, if you do not enter into an alternative arrangement for the Premises with us within 20 Business Days of our notice, we may disconnect gas supply to the Premises;

41.2.5 we are entitled to arrange disconnection of the Premises in the circumstances contemplated by clause 41.2.4; and

41.2.6 if the Premises are disconnected under this clause 41.2, you have no right of reconnection and this Agreement will end at the time of disconnection.