



Terms & Conditions

ELECTRICITY MARKET RETAIL CONTRACT

WINconnect Pty Ltd acting as agent for the Embedded Network Owner



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A. Agency Clause:

WINconnect Pty Ltd ABN 71 112 175 710 is acting as agent for the Embedded Network Owner to sell electricity and provide related services to you on the terms of this Agreement. In this Agreement references to “we”, “us” or “our” refers to WINconnect Pty Ltd in its capacity as agent for the Embedded Network Owner, and “you” or “your” refers to you, the Embedded Network customer.

1 This Agreement

- 1.1 This Agreement is a market retail contract between you and us for the sale of electricity to you at the Premises.
- 1.2 The Agreement is made up of these Agreement Terms, the Important Details and your Electricity Plan.
- 1.3 This Agreement only applies to Premises within an electricity Embedded Network.
- 1.4 This Agreement applies to Small Customers. If you are not a Small Customer we may still sell electricity to you under this Agreement as an Other Customer. Not all regulatory protections which apply to Small Customers under the Electricity 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 (including under clause 42). It's your responsibility to tell us if the amount of electricity you use changes significantly. This is because you may change from being a Small Customer to an Other Customer or vice-versa.

2 Sale and purchase of electricity

We agree to sell and you agree to purchase electricity on the terms of the Agreement and pursuant to all applicable Electricity Laws.

3 When this Agreement starts

- 3.1 This Agreement starts on the Agreement Date and continues until you or we end it.
- 3.2 If you accept this Agreement over the phone, we will provide you with an Agreement Document as soon as practicable after the Agreement Date, either:
 - 3.2.1 in person;
 - 3.2.2 by post; or
 - 3.2.3 by email, if you have agreed to the use of electronic communications.

4 When we start selling electricity

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

- 4.1 if requested, you have given us:
 - 4.1.1 acceptable identification;
 - 4.1.2 your contact details for billing purposes; and

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- 4.1.3 credit history information;
 - 4.2 if you do not have a Meter, a new Meter has been installed at your Premises;
 - 4.3 the Premises are connected to the Embedded Network; and
 - 4.4 if we are not already the retailer Responsible for the Premises, a transfer of Responsibility to us from the Responsible retailer is completed in accordance with clause 6.

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 the first Business Day after:
 - 5.2.1 the Agreement Date; and
 - 5.2.2 the day on which we give you an Agreement Document and 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 this Agreement and in our bills.

6 Transferring Responsibility for the Premises

- 6.1 If we are not currently the retailer Responsible for the Premises, we will arrange for Responsibility for the Premises to transfer to us. You agree to us taking all necessary steps to achieve the transfer.
- 6.2 If it is necessary for us to do so, we will arrange for the replacement of the existing Meter at your Premises.

7 Cancellation of the Agreement by us

- 7.1 We may stop the transfer under clause 6 and cancel this Agreement before the transfer is completed, including:
 - 7.1.1 where we are not satisfied you are a Small Customer within an Embedded Network;
 - 7.1.2 where the transfer does not occur within 3 months of the Agreement Date;
 - 7.1.3 where you do not meet our credit requirements;
 - 7.1.4 where you do not meet any eligibility criteria described in the Important Details or in your Electricity Plan;
 - 7.1.5 where any information concerning you or the Premises included in the Important Details or Electricity Plan is incorrect; or
 - 7.1.6 for any other reason as long as it is not unreasonable to do so.
- 7.2 We will notify you if we cancel the Agreement under this clause 7 and may offer you an alternative agreement.

8 Electricity Plan

- 8.1 Your Electricity Plan includes specific Benefits for you under the Agreement including, where relevant, the fixed period over which those Benefits apply.
- 8.2 We will notify you no earlier than 40 Business Days and no later than 20 Business Days before any Benefits under your Electricity Plan end, and may advise you of any alternative benefits which are available and for which you are eligible (**Alternative Benefit**). You may then:
- 8.2.1 if we notify you of multiple Alternative Benefits, notify us of which Alternative Benefit, if any, you wish to apply under your Electricity Plan when your current Benefits end; or
- 8.2.2 do nothing, in which case the Benefits under your Electricity Plan will end and, at our discretion, we may transition you to an Alternative Benefit.
- 8.3 Subject to the Electricity Laws, we may end any Benefits under your Electricity Plan by giving you at least 20 Business Days' notice, provided:
- 8.3.1 we offer you a similar Alternative Benefit; and
- 8.3.2 transitioning you to the Alternative Benefit would not be detrimental to you.
- 8.4 If the Benefit under your Electricity Plan contains a Conditional Discount, we may change the percentage value of the discount by written notice, which may be a message on your bill, and no later than your next bill.

9 Multiple Premises

- 9.1 If more than one Premises is specified in the Important Details, then:
- 9.1.1 you have a separate agreement with us for the sale of electricity with respect to each of those Premises;
- 9.1.2 each agreement starts at the same time under clause 3 for each of those Premises and may be cancelled under clause 5 in respect of each or all of those Premises;
- 9.1.3 the date at which we start selling you electricity at each Premises under clause 4 may differ (for example, because the transfers contemplated by clause 6 may be completed at different times);
- one or more but not necessarily all of the agreements between us may end if the relevant circumstances do not relate to all of the Premises, including where you vacate particular Premises;
- 9.1.4 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
- 9.1.5 except as otherwise provided in this clause 9, each reference in these Agreement Terms 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.

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- 9.2 If you have more than one agreement with us, we may deduct from and set-off against amounts paid or payable under this Agreement (including after this Agreement has ended), any amounts paid or payable under another of your agreements with us.

10 Vacating the Premises

- 10.1 If you vacate the Premises, this Agreement (including any Electricity Plan) will end from the date you do so. If you are vacating the Premises, you must notify us at least 3 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.
- 10.2 You'll need to pay us the Charges and any other amounts payable under this Agreement for the Premises until the later of the date you move and 3 Business Days from the date you notify us that you're moving.
- 10.3 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 and you must pay us for the Charges and any other amounts payable as if this Agreement hadn't ended, until:
- 10.3.1 if you subsequently do tell us, or provide access to your Meter, your Meter has been read;
 - 10.3.2 the electricity supply to the Premises is disconnected, or Responsibility for the Premises is transferred to another retailer; or
 - 10.3.3 we enter into a new agreement in relation to the Premises, whether with you or someone else.

11 Billing

- 11.1 We will send you your bill for each Billing Period as specified in the Important Details or Electricity Plan, to:
- 11.1.1 your nominated email address for bills, if you have agreed to the use of electronic communications; or
 - 11.1.2 your nominated postal address for bills.
- 11.2 If you don't choose an address or we can't contact you at that address (e.g. your bill is returned to us), we may send the bill to the supply address for the Premises and you will be deemed to have received it in accordance with clause 32.
- 11.3 Your energy usage charges will be based on the amount of electricity you use during a Billing Period. That use will be determined by us, generally by measuring the amount of electricity used by reading the meter at your Premises, or by estimating your usage.
- 11.4 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, except if your bill is based on an estimate because you fail to give us access to the meter. In this case we may charge you an additional fee if you ask for a bill based on your actual usage.

12 Charges

12.1 You must pay us the Charges. Subject to any Electricity Laws, the Charges include:

12.1.1 amounts for the sale and supply of electricity described below. These charges will be in your Important Details or Electricity Plan or other location set out below:

- (a) **supply charges** – daily charges, regardless of how much electricity you use.
- (b) **electricity usage charges** – charges based on the amount of electricity you use.
- (c) **Distributor charges** – any amounts that your Distributor charges for services provided at your Premises and which are not already incorporated into the supply or electricity usage charges. Your Distributor sets these amounts if they are applicable. You can find out more at www.winconnect.com.au/help-and-support/additional-fees-charges/.
- (d) **metering charges** – any amounts that a Meter Service Provider charges us for metering-related goods or services provided at or for your Premises and which are not already incorporated into the supply charges or energy usage charges, including a disconnection fee, connection fee, meter work fees and meter reading fees. You can find out more at www.winconnect.com.au/help-and-support/additional-fees-charges/.
- (e) **taxes** – any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply electricity to you.
- (f) **External Network Charges** in accordance with clause 13.

12.1.2 The fees described below. If these fees apply they'll be set out or referenced in your Important Details or Electricity Plan, or explained to you before you incur them.

- (a) **disconnection and re-connection charges** – charges that apply if we perform, or arrange, disconnection or re-connection of your Premises in accordance with clause 24.
- (b) **card payment fee** – a fee for paying by Mastercard, Visa or another payment method where we incur a merchant services fee.
- (c) **late payment fee** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date. This fee does not apply to Small Customers in Victoria.
- (d) **account establishment fee** – a fee for transferring your electricity supply to us from another retailer or setting up your account with us for the first time.
- (e) **payment processing fee** – a fee for paying your bill over the counter in person at a third party retailer or outlet or via PostBillPay.
- (f) **paper bill fee** – a fee for receiving a bill in the mail.

(g) **meter works administration fee** – a fee for us to arrange metering-related goods or services for you with a Meter Service Provider or Distributor.

12.2 Subject to any Electricity Laws, in some circumstances you must also pay us other amounts described below:

12.2.1 any reasonable costs that we incur for arranging network, connection and metering services for you. We'll let you know these amounts before we arrange the services.

12.2.2 any other fees or charges we incur in connection with any new metering required because a solar PV system has been installed at the Premises 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.

12.2.3 any fees or additional costs we incur if your payment is dishonoured or reversed.

12.2.4 any other amounts referred to in this Agreement.

13 External Network Charges

13.1 Except in South Australia and Western Australia, if we are no longer selling electricity to you at the Premises under this Agreement because you choose to purchase your electricity requirements from a different authorised electricity retailer, we may charge you External Network Charges under this Agreement and you must pay us for those charges in accordance with the payment terms set out in this Agreement, provided that:

13.1.1 you are not charged for and do not pay the same charges under your agreement with your authorised electricity retailer;

13.1.2 we do not impose any External Network Charges that would not be charged by the Distributor if you were directly connected to its distribution network and subject to a standard distribution connection contract (other than if you are an Other Customer and we have agreed otherwise);

13.1.3 we do not charge you more than the applicable network tariff schedule item in a network tariff schedule approved by the AER and published by the Distributor;

13.1.4 we provide notice to you of any change in your network tariff as soon as practicable and by no later than your next bill;

13.1.5 we limit any fee we charge you for late payment to the recovery of our reasonably incurred costs; and

13.1.6 we do not otherwise recover the External Network Charges from you including under a separate embedded network connection agreement which you have entered into with us (or one of our Related Companies) as the embedded network operator for the Premises.

13.2 Subject to all applicable Electricity Laws, if you are a Small Customer and the External Network Charges:

13.2.1 are clearly attributable to you, the External Network Charges may be passed through at cost to you; or

13.2.2 cannot be readily attributed to you, the External Network Charges may be based on a charge no greater than the published regulated charge which the Distributor would have charged you, had you been served directly by the Distributor.

13.3 For the avoidance of doubt, this clause is deemed to survive this Agreement ending for the purposes of clause 13.

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. We also have options to smooth your payments using a payment plan. Contact us to discuss these options.

14.2 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 you apply and have been identified as the account holder or authorised representative.

14.3 If you cannot pay by the Due Date or are experiencing financial difficulties or hardship, you must notify us of this as soon as possible. We will provide you with information about payment options, and we may also be able to give you information about government support.

14.4 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:

14.4.1 apply any Security Deposit we are holding;

14.4.2 place you on a shortened collection cycle, where the Electricity 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;

14.4.3 disconnect your electricity supply in accordance with clause 24;

14.4.4 ask a debt collection agency to obtain the payment from you; and

14.4.5 sell the rights to the unpaid amount to a third party who may seek to collect it from you.

14.5 If you have more than one agreement with us or our Related Bodies Corporate, 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 Direct debit

15.1 If you select direct debit as your method of payment, you agree:

15.1.1 to ensure the account information supplied to us is correct by checking it against a recent statement from your financial institution;

15.1.2 to ensure that the account can accept direct debits through the bulk electronic clearing system;

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- 15.1.3 to ensure sufficient funds are available in the nominated account to meet a payment on its due date;
 - 15.1.4 for us to arrange for funds to be debited from your nominated bank account as prescribed through the bulk clearing system;
 - 15.1.5 for us to verify the details of the account above with your financial institution; and
 - 15.1.6 the funds will be debited on the date your bill becomes due or next business day.
- 15.2 You must notify us and arrange for an alternative payment method if:
- 15.2.1 your account is transferred, closed or the direct debit is cancelled. You must do so as soon as you become aware of this change; or
 - 15.2.2 you wish to change your bank account or personal details. To take effect for your next direct debit payment, we must receive your request at least 10 business days before that direct debit due date.
- 15.3 If a payment is dishonoured because there are insufficient funds in your nominated account we:
- 15.3.1 will notify you and try to deduct the payment on another day;
 - 15.3.2 may make other attempts to take the payment; and
 - 15.3.3 may cancel your direct debit arrangement if a payment is dishonoured.
- 15.4 You may terminate your direct debit arrangement at any time by notifying us or your financial institution at least 4 Business Days before your next direct debit due date. If you notify us that you have cancelled the direct debit arrangement, we'll notify your financial institution as soon as we can after the cancellation.

16 Security Deposits

- 16.1 Depending on your creditworthiness, we may ask you to pay us a Security Deposit and you must pay it to us within 10 Business Days of our request. If you're a Small Customer, we must pay you interest on the Security Deposit as required by the Electricity Laws. We may use the Security Deposit and accrued interest to offset any amount you owe us under this Agreement if you fail to pay a bill by the Due Date.
- 16.2 If we use your Security Deposit or any interest to offset amounts owed to us, we'll let you know.
- 16.3 If we no longer need your Security Deposit, we'll return it and any interest through a credit on your bill, or if you have closed your account, in accordance with your reasonable instructions.

17 Reviewing bills

- 17.1 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, which you can find at www.winconnect.com.au.

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- 17.2 While your bill is being reviewed, you'll still need to pay any amount we ask you to (in accordance with the Electricity Laws) by the Due Date. You must also pay any future bills by the Due Date.
- 17.3 You can ask to have your Meter tested as part of the review. We may ask you to pay the cost of the Meter test before we arrange it (except for Small Customers in Victoria or Queensland). For Small Customers, if the test finds that the Meter or meter data is faulty or incorrect we'll refund any amount you've paid for the test (or set this off against any outstanding amount on your bill).
- 17.4 If you're a Small Customer in Victoria or Queensland and the test shows the Meter or meter data is not faulty or incorrect, you must pay the cost of the Meter test.
- 17.5 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.
- 17.6 If, after completion of our review of a bill, you are not satisfied with our decision, you may be entitled to lodge a dispute with the Energy Ombudsman in your state.

18 Meters

- 18.1 You must allow safe and unhindered access to the Premises for the purposes of reading and maintaining the Meter at the Premises.
- 18.2 If you fail to allow Meter access and we bill you based on an estimate of your electricity usage, we may charge you an additional fee if you ask us to bill you based on your actual usage.
- 18.3 You acknowledge that the Meter is owned by us or a third party and title will not pass to you at any time.
- 18.4 If new or upgraded Meter installation works need to take place for you to have electricity supplied to you, you accept that you may be charged the associated costs. For more information on what these costs may be, please contact us.
- 18.5 If you have a basic Meter, we may propose to replace your existing Meter with a digital Meter. If we do so, we will give you notice beforehand.
- 18.6 You agree to your existing Meter being replaced as part of any new Meter deployment by us and waive your rights under rule 59A of the National Energy Retail Rules to opt out of having your Meter replaced (where applicable).
- 18.7 We may also replace your existing Meter where:
- 18.7.1 we are required by the Electricity Laws to install a digital Meter, such as where your existing Meter is faulty; or
 - 18.7.2 you have previously requested or agreed to the installation of a digital Meter.
- 18.8 You agree that we may temporarily interrupt the supply of electricity to your Premises for the purpose of installation, maintenance, repair or replacement of a digital Meter. If your electricity supply will be affected, we'll give you prior notice of this if it is practicable or we're required by the Electricity Laws.

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- 18.9 If you are experiencing any issues with your supply you can contact the 24 hour faults line of the distributor servicing your area. The numbers are listed on our website. If you are experiencing a fault within the embedded network you can contact us on 1300 448 862, we're available 24/7.

19 Undercharging

- 19.1 If we have undercharged you, we may recover the undercharged amount from you.
- 19.2 If we recover an undercharged amount from you:
- 19.2.1 we will not charge interest on the undercharged amount; and
 - 19.2.2 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.
- 19.3 If you are a Small Customer we will limit the recovery of the undercharged period (which includes not being charged):
- 19.3.1 in Victoria to 4 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;
 - 19.3.2 in New South Wales, Queensland and South Australia 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; or
 - 19.3.3 in Western Australia to 12 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.
- 19.4 If you are an Other Customer, we can recover all amounts undercharged as long as it is not unreasonable to do so.

20 Overcharging

- 20.1 Where you have been overcharged by an amount less than the overcharge threshold under the Electricity Laws, as applicable from time to time, we must credit that amount to your next bill after we become aware of the overcharging.
- 20.2 Where you have been overcharged by an amount equal to or more than the overcharge threshold under the Electricity Laws, we must:
- 20.2.1 if you are a Small Customer, inform you within 10 Business Days of our becoming aware of the overcharge; and
 - 20.2.2 repay the overcharge by crediting the relevant amount to your next bill, or otherwise as you reasonably request.
- 20.3 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.

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- 20.4 If you have stopped buying electricity from us, we will use our best endeavours to pay the overcharged amount to you within 10 Business Days.
- 20.5 No interest is payable on an amount overcharged.

21 Varying prices and charges

- 21.1 Unless we are prevented from doing so by the Electricity Laws, we may vary the amount, nature and structure of any of the Charges at any time by notice to you.
- 21.2 For Small Customers, we'll notify you of any variation to Charges in accordance with Electricity Laws. Otherwise, we'll notify you of any variation as soon as practicable, but no later than your next bill after the variation. The notice of variation may be by a message on your bill.
- 21.3 If the Charges change during a Billing Period then we'll calculate your bill for that period on a proportionate basis and we may use average usage data over a Billing Period (or other period depending on availability of Meter data) to do so.
- 21.4 If the electricity prices stated in an Agreement Document 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 Agreement Document, we will notify you of this as soon as practicable and, if we have billed you based on the stated electricity prices, we may adjust the bill.
- 21.5 If after the Agreement starts a new type of Meter is installed at your Premises or the Distributor's network tariff or the structure of the network tariff is changed, we may change your electricity 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.
- 21.6 We may vary your electricity 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 electricity to the Premises.

22 Your obligations

- 22.1 Title and risk in the electricity sold to you under this Agreement will pass to you at the point of connection with the Premises.
- 22.2 You must comply at all times with the Electricity 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 electricity changes (for example, if you start running a business at the Premises).

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- 22.4 You must:
- 22.4.1 make sure the electricity 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 electricity supply.
- 22.5 You must not, and must take reasonable steps to ensure others do not:
- 22.5.1 illegally use electricity supplied to the Premises;
 - 22.5.2 interfere or allow interference with any electricity equipment that is at the Premises except as may be permitted by law;
 - 22.5.3 use the electricity supplied to the Premises or any electricity equipment in a manner that:
 - (a) unreasonably interferes with the connection or supply of electricity to another customer; or
 - (b) causes damage or interference to any third party;
 - 22.5.4 allow electricity purchased from us to be used otherwise than in accordance with the Agreement and the Electricity Laws; or
 - 22.5.5 tamper with, or permit tampering with, any Meters or associated equipment.

23 Electricity 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 electricity to the Embedded Network (including the quality and reliability of the electricity supplied).
- 23.3 Your Embedded Network Owner is responsible for the physical supply of electricity from the Embedded Network to the Premises (including the quality and reliability of the electricity supplied).
- 23.4 We're an energy retailer and have no control over the physical supply of electricity. This means that:
- 23.4.1 we're not responsible for the safety, quality, continuity or reliability of your electricity supply; and
 - 23.4.2 to the extent permitted by law, we make no promises or representations to you about these things, other than those set out in this Agreement.
- 23.5 In relation to connecting your Premises, we will generally arrange for a Meter Service Provider or Embedded Network Owner to connect your Premises to the Embedded Network. Where we refer to supplying you with electricity, this means we'll arrange for the Embedded Network Owner and your Distributor to do so. Once your Premises is connected, the supply of electricity

to your Premises relies on electricity being supplied through the distribution system to the Building and through the Embedded Network to your Premises.

- 23.6 The quality and reliability of your electricity 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.
- 23.7 Accordingly, your electricity supply may be interrupted, disconnected, reduced or limited. Some examples of when this may occur include:
- 23.7.1 if required by the Embedded Network Owner, Distributor or another person;
 - 23.7.2 if required by us, Embedded Network Owner, Distributor, Meter Service Provider or another person in order to install, maintain, repair or replace a Meter;
 - 23.7.3 in an emergency or for safety reasons;
 - 23.7.4 due to a failure in the equipment used to supply your electricity;
 - 23.7.5 for inspections, maintenance, or testing;
 - 23.7.6 at the direction or request of a regulatory body; or
 - 23.7.7 if there is not enough electricity available to supply to you.
- 23.8 We'll try to keep you informed if the events in clause 23.7 happens and we will follow any notice requirements set out in the Electricity Laws. You must cooperate with any reasonable requests the Embedded Network Owner or Distributor makes of you with respect to the supply of electricity, and allow the Embedded Network Owner and or Distributor to enforce their rights under the Electricity Laws.
- 23.9 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 and reconnection

- 24.1 If you have given us up to date contact details, we'll give you notice before we disconnect you. If you're a Small Customer, we'll also follow any notice requirements set out in the Electricity Laws.
- 24.2 We may arrange for disconnection of your electricity supply in the following circumstances, unless we're prohibited from doing so under the Electricity Laws:
- 24.2.1 if you ask us to;
 - 24.2.2 if you're a Small Customer and you fail to pay charges or other amounts on your bill related to the sale of electricity by the Due Date;
 - 24.2.3 if you're an Other Customer and you fail to pay any Charges or other amounts on your bill by the Due Date;
 - 24.2.4 if your Meter has not been able to be read for three consecutive Meter readings due to a lack of access to the Meter;

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- 24.2.5 if you've refused to provide a Security Deposit;
 - 24.2.6 if you've used electricity at the Premises fraudulently, or intentionally used it contrary to Electricity Laws;
 - 24.2.7 if you haven't agreed to an instalment plan or other payment option when we have required you to do so; or
 - 24.2.8 if you haven't paid in accordance with an agreed instalment plan or other payment option.

25 Life support equipment

- 25.1 You should advise as soon as possible if a person residing or intending to reside at the Premises requires life support equipment. Then, we'll be able to register that life support equipment is required at the Premises and give you additional protection such as providing advanced written planned interruption notification.
- 25.2 In order for the Premises to stay registered for life support equipment you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the Premises. You can provide us with confirmation that is less than 4 years old.
- 25.3 There can be situations when a planned power outage is necessary for maintenance or upgrades. If the Premises are registered for life supply equipment, either we or your Distributor will inform you in writing ahead of any planned outage. However, unplanned outages can also occur because of unforeseen circumstances such as traffic accidents or extreme weather conditions.
- 25.4 You must tell us if the life support equipment is no longer required at the Premises.
- 25.5 If you've ended your account with us in the last 110 business days you can request that we provide you with a copy of the medical confirmation for your new retailer.

26 Termination

- 26.1 You can end this Agreement by:
 - 26.1.1 having Responsibility for the Premises transferred to another retailer, in which case the Agreement will end when this transfer is completed subject to the provisions of this Agreement which survive termination (including with respect to External Network Charges);
 - 26.1.2 requesting us to disconnect the electricity supply to the Premises, in which case the Agreement will end 10 Business Days after disconnection;
 - 26.1.3 entering into a new agreement with us for the sale of electricity to you at the Premises, in which case the Agreement will end when sale under the new agreement starts; or
 - 26.1.4 exercising any other express right for you to terminate the Agreement.
- 26.2 You can also end this Agreement in the circumstances described in clause 10, where you vacate the Premises.

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- 26.3 We can end this Agreement by giving you 20 Business Days' notice.
- 26.4 This Agreement will also end:
- 26.4.1 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;
- 26.4.2 when another person starts being supplied with electricity at the Premises, by us or by another retailer; or
- 26.4.3 if we are no longer entitled to sell electricity.

27 Consequences of termination

- 27.1 When this Agreement ends, you must still make any outstanding payments to us.
- 27.2 If this Agreement ends and you continue to take supply from us, we will continue to sell you electricity on the same terms as the terms of this Agreement until you enter into a new agreement with us, someone else becomes responsible for the energy supply at your Premises under a new energy agreement with us, or, except in Western Australia, you transfer your Premises to another electricity retailer, and all of the provisions of this Agreement will survive this Agreement ending for this purpose.
- 27.3 If this Agreement ends, and you continue to consume electricity at the Premises and have transferred Responsibility for the Premises to another retailer, then the provisions of this Agreement about privacy, liability, notices, governing law, payment, disputes and Charges (including any External Network Charges) will survive this Agreement ending.
- 27.4 This Agreement ending will not prejudice any rights, obligations or remedies that you or we have that accrued before the Agreement ends.

28 Liability

- 28.1 Subject to the Electricity Laws:
- 28.1.1 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;
- 28.1.2 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
- 28.1.3 you indemnify us and any third party against any liability in connection with or arising out of the use of electricity sold under this Agreement after ownership passes to you.
- 28.2 Nothing in this clause 28 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.
- 28.3 Nothing in this Agreement varies or excludes any limitation of liability or immunity we have under the Electricity Laws, including under:
- 28.3.1 sections 119 and 120 of the National Electricity Law;
- 28.3.2 section 97A of the Electricity Act 1994 (QLD);

28.3.3 section 316 of the National Energy Retail Law; or

28.3.4 section 58 of the Energy Operators (Powers) Act 1979 (WA).

29 Warranties

- 29.1 To the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement. However, you have certain non-excludable rights under the Australian Consumer Law.
- 29.2 If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

30 Privacy and Creditworthiness

- 30.1 We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) ('**Your Information**') where it is required under the Electricity Laws and in order to provide you with electricity and other products.
- 30.2 We may disclose Your Information to:
- 30.2.1 our agents and contractors (such as mail houses, data processors and debt collectors) and Related Companies;
 - 30.2.2 your Distributor, Exempt Embedded Network Service Provider and Embedded Network Owner; and
 - 30.2.3 other energy retailers,
- for the purposes in clause 30.1 and more broadly in connection with this Agreement.
- 30.3 We may disclose Your Information to Origin Companies for any reason.
- 30.4 We may also collect Sensitive Information about you or third parties (for example if you notify us that life support equipment is used at your Premises). If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).
- 30.5 We may also disclose Your Information to and collect Your Information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.
- 30.6 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 our privacy and credit policy (available on our website).
- 30.7 Our credit policy explains:
- 30.7.1 how, the purposes for which, and the type of personal information (including sensitive information and credit related information we collect, hold, use and disclose about you; and
 - 30.7.2 how to access, correct or complain about our treatment of your credit

information.

- 30.8 We will comply with all applicable privacy laws in determining your creditworthiness. You can view our privacy and credit policy on our website. Please contact us to request a paper copy.

31 Marketing

- 31.1 From time to time we or our Related Companies will let you know about other 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 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.

32 Notices

- 32.1 Notices under this Agreement, including bills, must be sent in writing, unless the Electricity Laws say otherwise.
- 32.2 A notice sent under the Agreement is taken to have been received:
- 32.2.1 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);
 - 32.2.2 on the date which is 2 Business Days after it is posted; or
 - 32.2.3 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 Electricity Plan.
- 32.3 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.

33 Complaints

- 33.1 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.
- 33.2 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.
- 33.3 If you are still not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman in your state. You find their contact details on our website.

34 Inconsistencies

- 34.1 If there is any inconsistency between the Agreement Terms, the Important Details and your

Electricity Plan, the order of priority is as follows:

- 34.1.1 Electricity Plan;
 - 34.1.2 Important Details;
 - 34.1.3 the Agreement Terms.
- 34.2 If any matter that is required to be included in this Agreement by the Electricity Laws is not expressly dealt with in the Agreement, the relevant Electricity Law is incorporated as if it were a term of the Agreement.
- 34.3 If there is any inconsistency between this Agreement and the Electricity Laws, then this Agreement prevails to the extent of the inconsistency, unless the relevant Electricity Law provides that it must prevail or we would be in contravention of the relevant Electricity Law if it didn't prevail.

35 Amending the Agreement

- 35.1 We can vary this Agreement where:
- 35.1.1 we give you 20 Business Days' Notice of the variation; and
 - 35.1.2 you accept the variation by not terminating this Agreement during the notice period.
- 35.2 We may also vary this Agreement by notice to you if we need to do so because the Electricity Laws change.

36 Transferring the Agreement

- 36.1 You may not assign, transfer or novate this Agreement without our prior written consent.
- 36.2 We may:
- 36.2.1 assign, transfer or novate this Agreement; and/or
 - 36.2.2 transfer you as a customer,
- to any third party, 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. You'll be notified of any assignment, transfer or novation.

37 Feed-in Tariffs and Embedded Generation Equipment

- 37.1 You must obtain our consent (not to be unreasonably withheld), the consent of the Embedded Network Owner and Distributor and all regulatory approvals required, prior to installing any embedded generation equipment (including a solar photovoltaic (PV) system) at or to be connected to the Building and/or Premises. The installation and operation of such embedded generation equipment must strictly comply with all relevant Electricity Laws.
- 37.2 If you have a solar PV system installed at your Premises, we may (subject to you having obtained all necessary consents and complying with Electricity Laws) pay you a feed-in tariff for any electricity your system generates which is exported to

the embedded network or to the electricity grid. If we pay you a feed-in tariff, you'll see the amount of the feed-in tariff on your bill.

38 Events beyond your or our control

- 38.1 In this Agreement, Force Majeure means, for an Impacted Person, any event or circumstance occurring after the Acceptance Date that:
- 38.1.1 is not within the reasonable control of the Impacted Person;
 - 38.1.2 could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
 - 38.1.3 results in the Impacted Person being unable to meet or perform its obligations under this Agreement.
- 38.2 Notwithstanding the paragraph above, the failure or inability of the Impacted Person to pay any amount due and payable under this Agreement does not constitute Force Majeure.
- 38.3 The Impacted Person will be excused for not meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money).
- 38.4 The Impacted Person must:
- 38.4.1 try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
 - 38.4.2 give the other person prompt notice, including any information required by the Electricity Laws.
- 38.5 If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service. We'll try to do this within 30 minutes of becoming aware of the event or otherwise as soon as practicable.

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 means the Agreement Terms, the Important Details and the Electricity Plan.

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

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

Agreement Terms means the terms and conditions in this document.

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 8.

Benefits mean the benefits, discounts and offers provided to you and as set out in your Electricity 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 Electricity Plan.

Building means the building or complex within which your Premises is situated.

Business Customer means a person who consumes electricity 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.

Charges means the charges and fees described or set out in this Agreement.

Conditional Discount means a percentage discount applied to the usage component of the bill amount when the bill is paid by the Due Date.

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

Distributor means the entity that is authorised or licensed to supply distribution services through the distribution system to which the Building is connected and which is connected to the national electricity market.

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.

Electricity Laws means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of electricity to your Premises. These include the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth) and in:

- (a) New South Wales, Queensland and South Australia: the National Energy Retail Law and the National Energy Retail Rules.
- (b) Victoria: the Electricity Industry Act 2000 (Vic) and the Energy Retail Code of Practice.

Electricity Plan means the document headed as such and which includes the matters specified in clause 8.

Embedded Network means the electrical infrastructure within the Building that distributes electricity through the Building and to which your Premises is connected, but does not include any electricity metering equipment at the Building.

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

Energy Ombudsman means:

- (a) in South Australia: Energy and Water Ombudsman SA;
- (b) in New South Wales: Energy and Water Ombudsman NSW;
- (c) in Queensland: Energy and Water Ombudsman Queensland;
- (d) in Victoria: Energy and Water Ombudsman Victoria.

Energy Retail Code of Practice means the Energy Retail Code of Practice made by the

Essential Services Commission.

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 or Relevant Authority under the Electricity Laws.

External Network Charges means any amounts that we incur that are related to external network charges attributable to electricity consumed by you at the Premises (but do not include any internal network charges).

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

Impacted Person means us or you (as the case may be), where we or you are prevented from performing an obligation under this Agreement by Force Majeure.

Important Details means the account confirmation letter, email or other document provided which amongst other things sets out details about you and the Premises.

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

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

Meter Service Provider means any person who provides services on our, or your Embedded Network Owner or Distributor's, behalf in relation to:

- (a) the meter, including to read, install, inspect, test, repair, maintain, alter or replace it;
- (b) processing meter data and providing it to us and other third parties who need it in connection with your energy supply;
- (c) energy supply, such as disconnection or reconnection of your energy supply; and
- (d) the co-ordination of the above.

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.

Origin Company means Origin Energy Electricity Ltd (ABN 33 071 052 287) (being our Related Body Corporate) and any of its Related Bodies Corporate.

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 the premises within an Embedded Network specified as such in the Important Details.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Related Company means any company:

- (a) which is an Origin Company;
- (b) in which an Origin Company has an interest, such as a joint venture; or
- (c) with whom an Origin Company has a commercial relationship.

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 electricity 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 Electricity Laws for electricity 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 electricity at or below a level determined under the Electricity Laws.

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 35 of the *Electricity Industry Act 2000* (Vic), as the case may be.

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 Interpretation

Unless otherwise stated:

- 41.1 a reference to this document or another instrument includes any variation or replacement of any of them;
- 41.2 the singular includes the plural and vice versa;
- 41.3 a reference to you being in a state or territory is a reference to the state or territory in which your Premises is located;
- 41.4 a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- 41.5 the words "include" or "including" and any variation of those words must be read as if followed by the words "without limitation" and so, if an example is given of anything, the scope is not limited to the example; and
- 41.6 headings are for convenience only and do not affect the interpretation of this Agreement.

42 Are you still a Small Customer?

- 42.1 You must tell us if the amount of electricity you use changes significantly during the term of this Agreement, or if you cease using electricity at the Premises principally for personal, household or domestic use, because this may mean you are no longer a Small Customer.
- 42.2 If:
 - 42.2.1 you cease to be a Small Customer in respect of the Premises; and
 - 42.2.2 you have consumed more than:

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- (a) 40MWh in Victoria;
 - (b) 100MWh in NSW or Qld; or
 - (c) 160MWh in SA of electricity at the Premises in a year, then, despite any other provision of this Agreement:

42.2.3 we may change your electricity 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 electricity we sell you; and
- (b) all related costs incurred in connection with selling you electricity including network costs, market costs, Metering costs, retail costs and costs arising in connection with any government renewable energy, greenhouse electricity reduction, energy efficiency and similar environmental schemes;

42.2.4 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 electricity supply to the Premises;

42.2.5 we are entitled to arrange disconnection of the Premises in the circumstances contemplated by clause 42.2.4; and

42.2.6 if the Premises are disconnected under this clause 42.2, you have no right of reconnection and this Agreement will end at the time of disconnection.

43 Additional information for Victorian customers

43.1 If you are a customer in Victoria, we sell you electricity under this Agreement pursuant to an exemption from the requirement to hold a licence. As an exempt seller, we are required to provide you with the following information:

43.1.1 You have the right to elect to purchase electricity from a licensed retailer of your choice. To allow this your existing meter may need to be upgraded or replaced. You can contact us, or if applicable your embedded network manager, to discuss these options.

43.1.2 An exempt seller is not subject to all the obligations of a licensed retailer and you will not receive the same protections as you would if you were purchasing from a licensed retailer.

How to contact us

Phone: 1300 791 970

Email: enquiries@winconnect.com.au

Website: www.winconnect.com.au

Mail:

WINconnect Pty Ltd
Customer Service Manager
PO Box 217
Hawthorn VIC 3122