



Terms & Conditions

Our commitment to you!

Electricity Customers (VIC, NSW, QLD, SA)



Introduction

These terms and conditions set out the conditions under which electricity will be supplied to you. These terms and conditions are applicable to Commercial & Industrial Businesses within an embedded network using in excess of 100MWh per annum in NSW and QLD, 160MWh per annum in SA and 40MWh per annum in VIC.

Your Terms & Conditions are below

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

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1. Agency

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

In the Letter of Offer and in the terms and conditions that follow, "we", "us" or "our" refers to WINenergy, and "you" or "your" refers to you, the Embedded Network customer.

2. Who do these terms apply to?

This Agreement applies to you if you have:

- a) accepted a Letter of Offer; and
- b) Your Supply Address is within an Embedded Network; and
- c) You are a Large Customer.

3. When does this agreement commence and end

a) Commencement

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

b) End

- i) On a date agreed between you and us; or
- ii) Five business days from the date you provide us with a termination notice (or a different time if agreed between you and us); or
- iii) When your lease or occupancy concludes and you have provided us with a termination notice which will take effect from the date that a final reading can be obtained; or
- iv) When you start receiving energy retail services from a different retailer or exempt seller; or
- v) When a different customer starts receiving energy retail services for the Supply Address; or
- vi) At the end of a period of 10 business days commencing on the day the Supply Address was disconnected, where the disconnection was performed in accordance with Clause 12 and the conditions for reconnection have not been met.

4. Fees and Charges

- a) You are liable for all charges invoiced to you for the sale of electricity at your Supply Address.
- b) All rates and charges are GST exclusive. GST is added and is payable by you, only the prevailing GST rate will be charged.
- c) You must pay any additional charges incurred for activities that occur at your Supply Address, such as new connection fees, energisation, re-connection, disconnection or a special meter read. There may be additional fees for ad-hoc requests. Costs will be advised at the time of request.
- d) You must pay any costs we incur in complying with any laws relating to greenhouse gas reductions or other environmental initiatives which relate to the sale of energy.
- e) You must pay all charges relating to Network Charges, Other Charges, metering costs, energy loss and all other applicable costs associated with the supply of electricity to your Supply Address.
- f) You may be charged an Early Termination Fee if you cancel your contract prior to the contract end date.

5. Rate and Price Changes

WINenergy, at any time, can vary your charges. You will be notified in advance in writing of any price changes. Regulatory price changes occur in January (VIC) and July (NSW, QLD and SA). These price changes may vary your Network and Other Charges but not the retail energy price stated in your Letter of Offer.

6. Renewal after Expiration of Contract

You must notify WINenergy no less than 20 business days prior to the expiration of the contract of your intent to renew your contract. You will be sent a new Letter of Offer. You will have 10 business days to accept or reject the new offer.

The following will occur:

- a) Acceptance - Return the signed copy of the Letter to Offer to WINenergy prior to the expiration date of the offer (10 business days from the date of offer). You will be invoiced on the new contract rates effective the start date specified on your Letter of Offer.
- b) Rejection – If you continue to take energy from us after the expiration of the contract and without signing a new Letter to Offer to WINenergy, these terms will continue to apply on a month-to-month basis, except for:
 - i) the energy rates that will apply to you will be equal to the applicable Default Rate; and

- ii) this arrangement will continue until you enter into a new contract or as per any provision specified in clause 3(b), whichever may come first.
- c) If a new contract is agreed to, the new energy rates will not be retrospectively applied. You will be invoiced your new energy rates as per the date specified on your Letter of Offer.

7. Billing

- a) You will be issued an invoice based on electricity consumed. Consumption will be determined based on the meter read of the meter installed for your Supply Address.
- b) Invoices will be issued monthly outlining charges based on the meter read.
- c) If, for any reason, WINenergy or an authorised third party are unable to obtain an actual read of your meter an invoice may be issued based on an estimated read.

8. Paying your Invoice

- a) You must pay us the amount indicated on your bill by the due date shown.
- b) If you have attempted payment and for any reason that payment is dishonoured you are liable for any charges incurred by us.
- c) We will provide you with a range of payment options on your invoice.
- d) You must pay us any payment processing or merchant service fees we incur because of the payment method you use.
- e) We will accept payment in advance on your electricity account.
- f) Account credit will not earn interest.
- g) If your account is in credit this credit will be applied to new charges applied on future invoices until the credit is used.
- h) Account credits will not be refunded until the account is closed; you must provide notice to us requesting the credit.

9. Metering

- a) The meter installed at your Supply Address may be remote capable, which means interval data is sent to WINenergy for the intents of billing. If the meter is not remote capable your meter will be read manually.
- b) At all times, access to your meter must be safe, clear and unhindered to WINenergy or an authorised third party contractor for reading, maintenance and investigative purposes.

10. Delivery of Electricity, Quality and Quantity.

- a) The customer agrees and accepts WINenergy:
 - I. Does not operate and have control over the main feed in to the property.
 - II. Is not able to control the quality, continuity or the frequency of the electricity delivered to your tenancy.
 - III. Has no control over planned or unplanned interruptions outside of the embedded network that have an impact on supply of electricity to the embedded network.
 - i. Where practicable WINenergy will notify you of any planned interruptions to your electricity supply.
- b) You must take reasonable precautions to install and maintain any necessary equipment and appliances to protect or minimise damage to your electrical equipment and appliances resulting from power surges, partial reduction of voltage or any other event that may lead to damages as WINenergy cannot guarantee quality of supply.

11. Force Majeure Event

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

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

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

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

12. Disconnection and Reconnection

a) Disconnection may occur:

- i) If an insolvency event has occurred WINenergy may, acting reasonably, choose to disconnect electricity supply due to changes of credit worthiness.

- ii) If WINenergy reasonably believes that the customer has stolen electricity or interfered with metering equipment.
- iii) When the customer requests, WINenergy will arrange for a disconnection of supply to occur, such as moving out of the Supply Address.
- iv) If you fail to pay by the due date and we have issued all notices advising disconnection is impending.
- v) In the event of an emergency or curtailment event (load shedding).
- vi) If an inspection, maintenance or testing needs to occur.

WINenergy will not be held liable for any losses incurred during the event of the loss of supply due to any of the reasons listed above.

b) Reconnection:

- i) When WINenergy receives notice the reason for disconnection has been resolved we will arrange for reconnection.
- ii) Additional fees and charges may be imposed to remedy issues resulting from the disconnection.
- iii) WINenergy will perform a reconnection when we can determine all safety aspect has been addressed and it is safe to reconnect.

13. Moving Out

If you are moving out of your tenancy you must notify WINenergy of your intention. This can be done by calling our Customer Service Team or by completing our online Moving Out form.

If you are moving out before the expiration of your contract this will be deemed a cancelation of your contract and an Early Termination Fee will apply.

14. Termination

Either party may terminate this agreement by notice:

- a) If an insolvency event occurs in respect of the other party
- b) WINenergy can terminate this agreement by notice to you at any time if your electricity consumption falls to a level such that you would be classified as a Small Customer.

15. General Provisions

- a) Use of information – You consent to WINenergy seeking and using your information concerning:
 - i) The customer;

- ii) The premises;
 - iii) The customer's electricity consumption;
 - iv) The tenancy metering information;
 - v) The customer's billing;
 - vi) The customer's payment; and
 - vii) The data and history of the tenancy (if known).
- b) WINenergy may use this information to:
- i) Check credit worthiness;
 - ii) Market to customers other products and services;
 - iii) Send notifications with important information; and
 - iv) Assist with collections activity, including passing your details on to third party debt collection agency.
- c) WINenergy will not use this information for:
- i) Third parties to sell or provide unrelated products or marketing; or
 - ii) For activities unrelated to our products and services.
- d) Confidentiality of Agreement
- i) Both parties must ensure all commercially sensitive information, including, but not limited to this agreement, remains confidential.
 - ii) You may authorise us to disclose metering data to a third party if express consent is received.

16. Dispute Resolution and Complaints

- a) If a dispute arises in relation to this agreement, you will need to raise your concerns to us in writing. Your dispute will be responded to within 14 business days of receipt.
- b) If a dispute arises in relation to your invoice you can contact WINenergy to advise of your concern:
- i) Telephone – WINenergy Customer Service team can be contacted on 1300 791 970 Monday – Friday, 8am – 5pm (AES, AEDT during daylight savings) excluding public holidays.
 - ii) Email – You can email enquiries@winconnect.com.au your dispute or complaint.
 - iii) Website – An online enquiry form can be completed to raise your dispute or complaint.
- c) WINenergy will endeavour to have your dispute or complaint resolved within 14 business days of receipt.
- d) If you believe your complaint has not been addressed you may escalate; the highest point of escalation is to the Customer Service Manager.
- e) If you believe your dispute or complaint remains unresolved you may take your concerns to an external mediator to continue the dispute resolution process.

- f) Neither party may commence legal proceedings concerning a matter in dispute unless the purpose is to seek urgent injunctive relief until the parties have attempted to resolve the dispute in accordance with clause 16.
- g) Despite the existence of a dispute or complaint each party must continue to perform their obligations as agreed to in this agreement.

17. Notices

- a) An invoice/bill is considered a notice.
- b) Reminder notices will be sent if an invoice remains unpaid for up to 3 days after a missed due payment.
- c) Disconnection warnings/disconnection notices will be issued if balances remain unpaid.
- d) Other notices may include:
 - i) Price change notifications can be sent via post or email.
 - ii) Tariff reclassifications can be sent in the form of a notice to you.
 - iii) Electricity disruption/outage can be sent by post, email or SMS.

18. Definitions

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

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

Default Rate means the rate published by us from time to time on our website and described as the "Default Rate" for Large Customers or sent by notice to you.

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

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

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

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

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

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

GST means a goods and services or similar tax;

Large Customer means a customer who is not a Small Customer;

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

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

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

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

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

Small Customer means:

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

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

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

