

# Supply of Water Agreement

This agreement authorises WINenergy to manage the supply of your water.



Please return the form : **POST** PO Box 217, Hawthorn VIC 3122 or **FAX** +61 3 9822 4399

<b>1 PERSONAL DETAILS</b>	
Title <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other _____	D . O . B _____ / _____ / _____
First Name _____	Last Name _____
Drivers License Number _____	State of Issue _____
Passport Number _____	Country _____
Business Ph _____	Mobile Ph _____
Email _____	Would you like to receive your monthly account by email? <input type="checkbox"/> Yes <input type="checkbox"/> No
Water Supply Commencement Date: _____ / _____ / _____	Account Type: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Business
Business Name (if applicable) _____	ABN _____
<b>2 SITE ADDRESS DETAILS</b>	
Unit / Shop Number _____	Street Address _____
Suburb _____	Postcode _____ State _____
<b>3 BILLING ADDRESS DETAILS</b> <span style="float: right;">If billing address is the same as site address <input type="checkbox"/> tick here</span>	
Unit / Shop Number _____	Street Address _____
Suburb _____	Postcode _____ State _____
<b>4 LEASING AGENT DETAILS</b> <span style="float: right;">If not applicable <input type="checkbox"/> tick here</span>	
Name of Landlord / Property Owner (if applicable) _____	Phone _____
Site Address _____	Suburb _____
Postcode _____	State _____ Email _____
<b>5 DIRECT DEBIT</b>	
I/We authorize WINenergy Pty Ltd to arrange for funds to be debited from my/our account at the financial institution identified below and as prescribed through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described below.	
Name on Account / Card (exactly as on account) _____	<b>Please complete either Option 1 or 2</b>
<b>1. Payment from your Credit Card</b>	<b>2. Payment from your Financial Institution</b>
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard Expiry Date _____ / _____ / _____	Name of Financial Institution _____
Credit Card Number _____	BSB Number _____
Signature of Card Holder _____	Account Number _____
<b>7 DECLARATION</b>	
<p>1. I/We apply for water to be supplied to our premises on the terms and conditions set out below.</p> <p>2. I/We consent to WINenergy Pty Ltd, or its representative, taking all steps necessary to provide water to me/us. This may include but is not limited to arranging a final meter reading and bill, and the exchange of information with water industry participants including my/our water usage and customer details.</p> <p>3. I/We agree to pay to WINenergy Pty Ltd, or its representative, the water charges as set by it for the supply and usage of water to the premises and at the rate notified to me/us from time to time. The initial charges are those set out in the letter of offer. The water charges payable by me/us under this agreement will not exceed the tariff published by a licensed water retailer in the Government Gazette which would apply to me/us.</p> <p>4. I/We acknowledge that WINenergy acts as agent for and as a facilitator for the supplier of water.</p> <p>5. WINenergy in its capacity as agent is authorised to take whatever action it deems necessary to recover monies owing to it or to the supplier of water. This may include the disconnection of water and may include the institution of legal proceedings by or on behalf of the supplier.</p> <p>6. If the premises to which the water is supplied are rented premises then WINenergy Pty. Ltd. may, at its sole discretion, forward an account for monies owing under this Agreement to the Landlord (or the Landlord's agent) and the Landlord (and the Landlord's agent) are hereby authorized and directed to pay WINenergy Pty Ltd the amount of any outstanding water accounts.</p> <p>7. I/We agree that WINenergy may give information about me/us to any credit reporting agency in order to obtain a consumer/commercial credit report about me/us, or to allow a credit reporting agency to create or maintain a credit information file containing information about me/us, listing defaults, and exchanging information with other credit providers under Section 18E A(1) and 18 (k) of the Privacy Act.</p> <p>8. I/We acknowledge that I/we are responsible for the payment of water supply until such time that I/we give WINenergy at least 2 weeks written notice of the date on which I/we vacate or intend to vacate the premises, and provide a forwarding address to which a final bill may be sent. If no notification has been provided to WINenergy or no forwarding address is provided then I/we agree that I/we will be responsible for any charges incurred under this Agreement until such time that I/we give WINenergy notice.</p> <p>9. In consideration of WINenergy entering into this agreement I/we indemnify WINenergy and its representatives and will keep them indemnified, and hold them harmless against any liability which arises from the supply to and use of water by me/us.</p> <p>10. The terms and conditions, so far as relevant, of the Water Industry Regulatory Order as published by the Essential Services Commission apply to this Agreement, and to the extent of any inconsistency, the terms of the Codes will prevail. WINenergy will provide a copy of the Codes on request.</p> <p>11. I/we acknowledge that neither WINenergy nor the company and/or supplier it represents nor its representatives are responsible for the failure of supply, or the quality, continuity or frequency of water supply to the premises.</p> <p>12. I/We acknowledge the ownership of all capital equipment at all times remains the sole property of WINenergy and hereby grant to WINenergy a right to enter our premises for the purpose of maintenance, repair and repossession of such equipment. The connection of the equipment to the premises in no way operates to make it a fixture or to affect the title of WINenergy.</p> <p>13. I/We grant to WINenergy access to our premises for the purpose of installing metering and cabling and reading meter and cabling and to retrieve and repossess the same.</p> <p>14. I/We agree not to tamper with or in any way alter any meters, wiring or conduits installed in my/our premises by WINenergy</p> <p>15. Where more than one person has made this application each of them will be jointly and severally liable under this Agreement.</p>	
Signature _____	Print Name _____
	Title _____
	Date _____ / _____ / _____

<b>OFFICE USE ONLY</b>			
Meter No (H): _____	Reading (H): _____	Meter No (C): _____	Reading (C): _____