

WINenergy Terms and Conditions

DISCLAIMER

1. I/We apply for electrical energy to be on-sold to the site on the terms and conditions set out below.
2. I/We consent to WINenergy Pty Ltd, or its representative, taking all steps necessary to provide electrical energy to me/us and to transfer my/our electrical energy supply if necessary from my/our existing supplier to the embedded network. This may include but is not limited to arranging a final meter reading and bill, changes to the metering installation and the exchange of information with energy industry participants including my/our electrical energy usage and customer details.
3. I/We agree to pay to WINenergy Pty Ltd, or its representative, the energy charges as set by it for the supply and usage of electrical energy to the site and at the rate notified to me/us or published by WINenergy in their most recent pricing schedule. I/We understand these rates are subject to change and that WINenergy Pty Ltd will endeavour to notify me in advance of any change.
4. I /We understand a security deposit may apply and will appear on my first account.
5. I /We understand that a same day connection service or an earlier connection service request may incur additional fees and will appear on my first account.
6. I/We acknowledge that WINenergy acts as agent for and as a facilitator for the on-selling of electricity to my site.
7. 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 electricity. This may include the disconnection of energy and may include the institution of legal proceedings by or on behalf of the supplier.
8. I/We authorize WINenergy and my leasing agent to debit from my rental bond any outstanding amount on my final account should I fail to pay by the due date indicated on the final bill.
9. 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.
10. I/We acknowledge that I/we are responsible for the payment of energy supply until such time that I/we give WINenergy at least 3 days written notice of the date on which I/we vacate or intend to vacate the site, 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.
11. I /We understand that a final meter read fee will apply should I terminate this agreement and will appear on my final account. I /We understand the cost of this charge can be requested by contacting WINenergy or by viewing the WINenergy website www.WINenergy.com.au.
12. I /We understand that an account set up fee and/or meter energisation fee and/or a new meter connection fee may apply and will appear on my first account. I /We understand the cost of these charges can be requested by contacting WINenergy or viewing the WINenergy website www.WINenergy.com.au
13. I/We understand that all residential customers of WINenergy must provide either direct debit or credit card details to open an account and receive electrical energy from WINenergy.
14. In consideration of WINenergy entering into this agreement and to the extent permitted by law I/we release and indemnify WINenergy and its representatives, employees, agents and principals, and will keep them indemnified, and hold them harmless against any and all claims of any nature and all liability of any nature which arises from the supply and on-selling to and use of electricity by me/us, including but not limited to from and against all claims of loss of revenue or financial loss in relation to supply or supply disruption, from and against all claims in relation to disruption of supply of electricity and from and against all claims made by any third party in relation to disruption of supply of electricity, from and against all claims made in respect of damage to my/our or anyone else's property. If WINenergy incurs any liability under this agreement, it is acknowledged the maximum liability WINenergy incurs is the cost of the electricity during any period during which the supply has been affected.
15. I/we acknowledge that neither WINenergy nor its representatives, employees and agents are responsible for the failure of supply, or the quality, continuity or frequency of energy supply to the site.
16. I/We acknowledge the ownership of all metering equipment remains the sole property of WINenergy and hereby grant to WINenergy a right to enter the site for the purpose of maintenance, repair and repossession of such equipment. The connection of the equipment to the site in no way operates to make it a fixture or to affect the title of WINenergy.
17. I/We grant to WINenergy access to the site for the purpose of installing metering and cabling and reading meter and cabling and to retrieve and repossess the same.
18. I/We agree not to tamper with or in any way alter any meters, wiring or conduits installed in the site by WINenergy.
19. Where more than one person has made this application each of them will be jointly and severally liable under this Agreement.
20. I/We acknowledge having been informed in writing that I/We may have the right to elect to purchase electricity from a licensed retailer of my/our choice.
21. I/We authorise the Debit User to verify the details of the account above with my/our financial institution.
22. I/We authorise the Financial Institution to release information allowing the Debit User to verify the account details above.
23. *(QLD Customers Only)* I/We further acknowledge that if I/we fail to pay for the supply of utilities to the site, the Body Corporate is entitled to recover all costs and expenses in taking any action in the same manner as the Body Corporate is entitled to recover contributions levied in accordance with the Body Corporate and Community Management Act 1997.
24. I/We agree that I/We shall be liable for any expense and/or costs or disbursements incurred by WINenergy in recovering any outstanding monies including debt collection agency fees and/or legal costs.
25. I/We agree that if any tax or fee is imposed which is related to Carbon emissions or green house gas emissions or similar charge that the price of Electricity will be adjusted upwards to include such tax, fee or similar charge.

**For more information, please call 1300 791 970
between 9am to 5pm Monday to Friday**