

This application is for water to be supplied to the site on the terms and conditions set out below to the supply address.

In these terms and conditions;

Us and Our means WINenergy Pty Ltd (ABN 71 112 175 710) located at Suite 201, 12 Cato Street Hawthorn East 3123.

I, You, Me, My or We means You **the customer or the account holder/s** obtaining the supply of water from Us at a Supply Address nominated by **You**

The Agreement is between Us and You and is made when You sign the Agreement accepting Our service and terms and conditions. Terms and conditions outside of the Agreement may be implied into the Agreement as a matter of law and nothing in the Agreement should be construed as restricting any such law.

WINenergy Terms and Conditions

This Agreement will begin supplying You with water and WINenergy will act as an agent of and as a facilitator for the supplier of water to You.

1. I acknowledge that WINenergy acts as agent for and as a facilitator for the supplier of water to My site.
2. I consent to WINenergy Pty Ltd, or its representative, taking all steps necessary to provide water to Me and to transfer My water supply if necessary from My existing supplier. 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 water usage and customer details.
3. I agree to pay to WINenergy Pty Ltd, or it representative, the water charges as set by it for the supply and usage of water to the site and at the rate published by WINenergy in their most recent pricing schedule. I understand that these rates are subject to change and that WINenergy will endeavour to notify me in advance of any change. 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.
4. I agree to provide unhindered and safe access to the meter at the supply address at all times to the agents of WINenergy for the purpose of installing metering, and meter reading and to retrieve and repossess the same. Failure to provide access to the meter at the supply address can result in continuous estimated bills being issued.
5. I acknowledge that I am responsible for the payment of water supply until such time that I give WINenergy at least 3 days written notice of the date on which I 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 agree that I will be responsible for any charges incurred under this agreement until such time that I give WINenergy notice
6. I accept that 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 institution of legal proceedings by or on behalf of the supplier.
7. I 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.
8. I agree that WINenergy may give information about Me to any credit reporting agency in order to obtain a consumer/commercial credit report about Me, or to allow a credit reporting agency to create or maintain a credit information file containing information about Me, listing defaults, and exchanging information with other credit providers under Section 18E A (1) and 18(k) of the Privacy Act. I agree that I 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.
9. In consideration of WINenergy entering into this agreement and to the extent permitted by law I release and indemnify WINenergy and its representatives, employees and agents, 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 water 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 water and from and against all claims made by any third party in relation to disruption of supply of water, from and against all claims made in respect of damage to My 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 water during any period during which the supply has been affected.
10. I acknowledge that neither WINenergy, nor its representatives, employees and/or agents are responsible for the failure of supply, or the quality, continuity or frequency of water supply to the site.
11. I 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.
12. I agree not to tamper with or in any way alter any meters, installed in the site by WINenergy. I agree not to use the water supplied to the supply address illegally and must not obtain a supply of water at the supply address fraudulently or for fraudulent purposes.
13. Where more than one person has made this application each of them will be jointly and severally liable under this Agreement.
14. If WINenergy is unable to comply with any obligations under this Agreement due to a force majeure event or the Distributor, Generator or Exempt Retail Provider inability to supply water or changes including applicable laws and the compliance to them results in WINenergy's obligation to You as a customer being suspended (except the obligation to pay any money owing) or ceasing, WINenergy will use reasonable endeavors to remove, overcome or minimize the effects and notify You as soon as possible.

Direct Debit Terms

15. I authorize WINenergy Pty Ltd to arrange for funds to be debited from My /Our account at the financial institution identified and as prescribed through the Bulk Clearing System (BECS). WINenergy's Direct Debit ID: 325422 and Merchant Credit Card ID: 9615758
16. I authorise the Debit User to verify the details of the account above with My financial institution and the Financial Institution to release information allowing the Debit User to verify the account details provided.
17. I agree that automatic payments will be for the amount of My WINenergy utilities bill including any overdue amounts that may exist.
18. I agree that automatic payments will occur every month in accordance with My billing period, 14 days after the issue date of that month's billings period.
19. I agree to notify WINenergy of any payment cancellation requests made through the financial institution.

For assistance in completing this form, please call 1300 197 970 between 9am to 5pm Monday to Friday

WINenergy Pty Ltd | ABN 71 112 175 710

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