

# Intermediary Sale of Energy Agreement

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



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

<b>1</b>	<b>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"/> No <input type="checkbox"/> Yes
Do you require electricity for life support reasons ?	<input type="checkbox"/> No <input type="checkbox"/> Yes	We will contact you regarding your requirements
Account Type:	<input type="checkbox"/> Residents <input type="checkbox"/> Business	Are you an: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant
<i>(QLD customers only)</i> Are you exempted from paying the ambulance levy e.g. Pensioner <input type="checkbox"/> No <input type="checkbox"/> Yes We will contact you.		
Electricity Supply Commencement Date:	_____ / _____ / _____	
I would like to request the <b>Same Day Connection</b> <i>(additional fees apply)</i> <input type="checkbox"/> Please submit form prior to 2 pm		
<b>2</b>	<b>COMPANY DETAILS</b>	<b>If not applicable</b> <input type="checkbox"/> <b>tick here</b>
Business Name (if applicable)	_____	ABN _____
Trading As	_____	
<b>3</b>	<b>SITE ADDRESS DETAILS</b>	
Unit / Shop Number	_____	Street Address _____
Suburb	_____	Postcode _____ State _____
<b>4</b>	<b>BILLING ADDRESS DETAILS</b>	<b>If billing address is the same as site address</b> <input type="checkbox"/> <b>tick here</b>
Unit / Shop Number	_____	Street Address _____
Suburb	_____	Postcode _____ State _____
<b>5</b>	<b>LEASING AGENT DETAILS</b>	<b>If not applicable</b> <input type="checkbox"/> <b>tick here</b>
Name of Landlord / Property Owner (if applicable)	_____	Phone _____
Site Address	_____	Suburb _____
Postcode	_____	State _____ Email _____
<b>6</b>	<b>DIRECT DEBIT</b>	
<b>* this section is MANDATORY for Residential Customers</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	<input type="text"/>	Account Number _____
<b>7</b>	<b>DECLARATION</b>	
I/We have read and accept the WINenergy Terms and Conditions on Page 2	<input type="checkbox"/>	Print Name _____
Signature	<input type="text"/>	Title _____
		Date _____ / _____ / _____

# WINenergy Terms and Conditions

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## DECLARATION

1. I/We apply for electrical energy to be on-sold to our premises 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 from my/our existing supplier to the private 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 premises and at the rate notified to me/us. 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 request will 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 premises.
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 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 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.
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.
12. I /We understand that an Account set up fee and/or 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.
13. I/We understand that I must provide either Direct Debit or Credit Card details to open an account and receive electrical energy from WINenergy Pty Ltd.
14. 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 energy by me/us.
15. I/we acknowledge that neither WINenergy nor its representatives are responsible for the failure of supply, or the quality, continuity or frequency of energy supply to the premises.
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 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.
17. 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.
18. I/We agree not to tamper with or in any way alter any meters, wiring or conduits installed in my/our premises 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 premises, 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.

For assistance in completing this form, please call 1300 791 970  
between 9 am to 5 pm Monday to Friday

WINenergy Solutions Pty Ltd • ABN 71 112 175 710

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