



WINenergy Customer Charter

Version 1.02
2nd February 2006



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Mutual Responsibility

Welcome to *your* WINenergy Customer Charter. In this brochure we set out in plain English the responsibilities we have to *you, our* customer. It covers everything from how *you* will receive *your* account, to how *you* can receive advice on conserving energy. It also outlines *your* responsibilities to *us*, from maintaining easy access to *your* meter, to informing us if *you* change *your* address.

In short, when read in conjunction with *your* relevant WINenergy Intermediary Sale of Energy Agreement, these are the terms and conditions by which we agree to provide *you* with energy.

If *you* have any questions about the information contained in the WINenergy Customer Charter, or any of the other ways we can help *you* with *your* energy needs, please don't hesitate to call *us*.

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About the WINenergy Customer Charter

This WINenergy Customer Charter is based on the **Energy Retail Code**, August 2004, ("the Retail Code") of the Essential Services Commission of Victoria ("ESC"). It applies to the supply of electricity and/or gas from *your* local exempt energy retailer for the **Intermediary Distribution and Sale of Energy** to *your* premises.

It incorporates a guide to the services and responsibilities of *your* exempt energy retailer and its agent, WINenergy Pty Ltd, ABN 71 112 175 710, ("WINenergy"), as well as important information on *your* rights and obligations as an energy consumer.

Who is WINenergy?

WINenergy is an Australian owned company. *We* manage the delivery of energy on behalf of owners/managers granted exempt energy retailer status. *We* provide an integrated end-to-end customer management service, ensuring all legislative and legal requirements are adhered to in the provision of energy to *your* premises.

As the agent to *your* local exempt energy retailer, WINenergy always strives to provide *you* with timely and useful information. *Our* contact details are:

WINenergy Pty Ltd
Suite 201, 12 Cato Street
Hawthorn East VIC 3123

tel 03 9822 4055 • fax 03 9822 4399

customer service 1300 791 970

email sales@winenergy.com.au
www.winenergy.com.au

Who is responsible for delivering the energy?

Traditionally customers purchased electricity and gas from the designated company in their area. This company not only operated the poles and wires or gas pipes outside *your* property (network service provider), but also sold *you* the energy (retailer).

Since deregulation of energy supply and retail competition was introduced by various state governments, *you* can now choose *your* energy retailer. *Your* current Local Network Service Provider ("LNSP") will continue to operate the poles and wires or gas pipes in *your* area, and continues to be responsible for the reliability and quality of *your* energy supply. WINenergy has working relationships with these local network service providers.

About local exempt energy retailers

In some cases, such as caravan parks, retirement villages, shopping centres and high rise apartment buildings, a separate network exists that takes supply from a local network service provider and re-supplies gas and/or electricity through a separate network to customers. This is referred to as an "embedded network" or "gated community".

Owners/managers of such buildings or sites can become local exempt energy retailers and on-sell energy to individuals and companies who have lease, rent or property management agreements with them. Thus property owners/managers are able to purchase energy in bulk for their tenants/residents and on-sell energy at a rate that reflects the retail rates applicable to that type of customer in that geographic area. Legislation restricts the tariff that can be applied to *your* energy to that specified from time to time by the appropriate regulatory body in each state.

What does WINenergy do?

Your local exempt energy retailer contracts WINenergy to look after *your* energy needs. WINenergy will sell and bill *you* for energy and other related services, and arrange supply of energy to *your* supply address. *We* will also provide personalised, ongoing customer service to *you*.

Quality and reliability of supply

The quality, frequency and continuity of supply of energy is subject to a variety of factors, including accidents, weather and acts of third parties such as other customers, regulatory bodies and generators/producers. Neither *your* local network service provider nor *your* exempt energy retailer can guarantee:

- (1) The quality of electricity and/or gas supplied to any customer; or
- (2) The continuity of supply of electricity and/or gas.

You should be aware that variations in the voltage or frequency of electricity can cause damage, for example, to appliances or machines connected to supply at the time. If *you* require a service that is not subject to interruptions or variations in voltage or frequency, *you* will need to install appropriate equipment to meet that requirement, install suitable protection devices, or take other appropriate measures. Likewise, for variations in the pressure or quality of gas.

What you should do if you have an energy supply fault or failure

If *you* experience an energy supply fault (such as a power surge) or failure, *you* can call the WINenergy customer service number on *your* bill.

If *you* suffer loss as a result of a supply fault or failure, *you* can contact WINenergy or *your* local network service provider (LNSP) directly. If *you* contact WINenergy, we will assist by working with the LNSP to have *your* claim processed in a timely manner.

In order for a LNSP to investigate *your* claim in a timely manner, *you* will need to provide the following details:

- the address affected by the incident;
- the time and the date of the incident;
- the property damaged (and if required, evidence of damage); and
- the amount of compensation (replacement and/or repair) supported by quotes or other evidence.

The Essential Services Commission's guideline (Number 11) on Voltage Variation Compensation is available on request.

Energy market contracts explained

You have entered into an energy market contract with WINenergy. The energy market contract sets out the terms and conditions, the period of the contract and the ways *you* can terminate it.

How to change and terminate your energy market contract

You will continue to be served under *your* energy market contract terms until:

- (a) *you* vacate the premises and have given notification to WINenergy, or
- (b) WINenergy has disconnected *you* for breach of *our* terms and conditions and *you* have failed to comply with these terms and conditions within 10 business days.

Variation of terms and conditions

Your energy market contract terms, conditions or prices may be varied by agreement. If *you* want a variation to your energy market contract *you* may call and discuss the variation *you* require with WINenergy on *our* customer service number.

Access to information

You have a right to timely, accurate information on all issues related to the supply of energy to *your* premises. By contacting *our* customer service centre, or using *our* web site, *you* can receive:

- Information on *your* supply;
- Accounts and information on how *you* can pay;
- *Your* energy usage and how to save money on *your* energy;
- A copy of the Energy Retail Code;
- Advice on pricing;
- Historical billing information for *your* supply address;
- Advice on the availability of independent financial counselling;
- Information on concessions available to residential customers;

- Advice on how to improve energy efficiency;
- Information on network charges; and
- Information on *our* market contract prices.

You are entitled to a copy of this WINenergy Customer Charter, which *you* should keep on hand so that *you* have a ready reference on *your* rights and responsibilities. We also make the WINenergy Customer Charter available online at www.winenergy.com.au/customer-charter.html.

When and how you will be billed

WINenergy will send *you* a bill per month or as otherwise agreed.

Each bill *you* receive will be based, where possible, on an actual meter reading unless other arrangements have been agreed.

What your energy bill contains

For most customers, each energy bill includes:

- a charge for the actual energy *you* consume;
- the Service to Property Charge — a fixed charge for the cost of servicing *you* as a customer;
- a graph and summary of the detailed information; and
- approved additional service charges, such as connection and transfer fees, as incurred from time to time.

Paying your energy bill

You are required to pay your energy bill by its pay-by-date. Unless agreed otherwise, this will be at least 14 business days from the date the energy bill was sent out by WINenergy.

Based on the energy market contract between you and the exempt energy retailer, *your* energy bill can be paid in a number of ways, including:

- Cheque — Made payable to WINenergy;
- BPAY; and
- POSTbillpay.

We may make other payment methods available. Please check *your* energy bill for details.

Claiming a concession

If *you* hold a Pensioner Concession Card, a Health Care Card or a Repatriation Health Card (Gold Card) issued by the Department of Veterans' Affairs, *you* may be eligible for government-funded concessions on *your* energy bills.

A Service to Property Charge Concession also applies to assist concession cardholders who use only a very small amount of energy. If in a billing period, the cost of energy *you* use is less than the fixed Service to Property Charge, *your* Service to Property Charge is reduced to match that cost.

These concessions are for *your* primary residence only and do not apply to secondary dwellings, such as holiday houses.

WINenergy can provide information about these and other concessions. If *you* would like to confirm your eligibility for a concession, please call the WINenergy customer service number. If there is any doubt as to *your* eligibility for a concession, WINenergy will refer *your* case to the appropriate state government department.

Final bills

If *you* wish to disconnect *your* service, WINenergy requires at least three business days notice and a forwarding address for *your* Final Account, if *you* are moving permanently. If *you* do not give the required notice, *you* will remain responsible for the energy used (and for meeting any other customer obligations) until three business days after *you* give the required notice, or until a new customer has an account established in their name at the premises, whichever occurs first.

Undercharging and overcharging

From time to time, there is the possibility that WINenergy might undercharge or overcharge *you* for energy usage.

If *you* are **undercharged**, the adjustment will be made to *your* next energy bill, together with an explanation of the charge. In these circumstances, if *you* request, we will offer *you* extra time to pay. If *you* are undercharged (except when improper consumption of energy by *you* has been identified) we will limit the amount we seek to recover to the previous twelve months.

If you are **overcharged** on an energy bill, WINenergy will contact you within ten business days from the time we become aware of the overcharge. There is no time limit on your refund and we will seek your instructions on how you would like the refund to be paid.

Questioning an energy bill

At your request, and at no charge, WINenergy will review a bill which you dispute. While the bill is being reviewed, we require payment for either that part of the bill that we both agree is not in dispute, or an amount equal to the average of your bills over the previous twelve months.

If you are not satisfied with the review, you may ask for a meter test. If your meter is inaccurate, we will adjust your bill accordingly and there will be no charge for the test. If the meter is accurate, you must pay the test cost and the amount outstanding.

Honouring your privacy and confidentiality

Your privacy is very important to WINenergy and it will be respected at all times. You have a right for personal information to be kept confidential, unless otherwise allowed through legislation and regulation.

We undertake that information we receive will be kept confidential and will not be passed on to a third party without your express permission, or unless we are required or permitted by law to do so.

Where we are permitted to by the regulations, we may provide you with information on other services or products available to our customers. You may advise us if you don't want to receive this information.

If you believe the information we have about you is incorrect, you can ask for it to be changed. If we make a decision about you, or affecting you, you can ask to see the information about you on which our decision is based, and you can ask us to provide you with a written reason for the decision.

Further information on privacy matters can be obtained by applying in writing to our Privacy Officer. You can see the full WINenergy Privacy Policy online at:

www.winenergy.com.au/privacy.html

Credit checks

From time to time, we may need to undertake credit checks on customers through a credit-reporting agency. Before we can do so, we must inform you of our intentions where required. Credit checks are carefully managed and we abide by guidelines set down by the various state and federal privacy commissioners. The information we receive from the agency is also confidential and will not be passed on without your express permission, unless we are required or permitted by law to do so.

Voicing your views and concerns

We try hard to ensure that problems don't arise. The good news is that when problems do arise, we have a clear and simple way to resolve them. We want you to tell us about your problem and we will make every effort to resolve it immediately at your initial contact. We will continue to work with you until the problem is resolved to your satisfaction.

Where concerns remain, your problem will be referred to our Customer Relations Unit, which will review the case and notify you of a decision. Some matters, such as energy supply quality problems, will have to be referred to a distributor and may take a longer time to resolve due to their technical nature. We will advise you where there is likely to be a significant delay in investigating your problem, provide you details of when we expect to have a resolution and how to contact us in the meantime.

In all cases you should talk to us first. It speeds resolution and allows timely review of the matter, allowing us to make improvements for the benefit of all our customers. In the event that you are still not satisfied, you can refer your problem — free of any charge — to the Energy and Water Industry Ombudsman, an independent dispute resolution scheme, in your state.

Contact details for the various energy Ombudsman are to be found on our web site at:

www.winenergy.com.au/related-links.html

Your obligations explained

Energy is a valuable commodity. It can also be dangerous if misused. *You* have to observe a number of obligations, including complying with the Retail Energy Code and the terms and conditions of *your* contract with *your* exempt energy retailer and its agent, WINenergy. It is important that *you* refer to the Distribution Charter, provided by *your* local network service provider for a full understanding of the obligations *you* have under that Distribution Charter and under the Energy Distribution Code with which *you* are also required to comply.

Disconnection and reconnection

Why would we disconnect you?

WINenergy, *your* exempt energy retail provider, or *your* local network service provider, may disconnect *your* energy supply for the reasons summarised below, but we must first follow the rules set out in the Energy Retail Code. *You* may also request disconnection of *your* supply address.

Unpaid bills

If *you* are having trouble paying an energy bill by the pay-by-date, *you* must contact *us* immediately. *We* will not disconnect *you* for not paying *your* account before *we* have:

- sent *you* a reminder notice;
- provided *you* with at least five business days written notice of our intention to disconnect *your* electricity supply.

For other reasons

Despite anything else in this WINenergy Customer Charter, *your* energy supply may be disconnected or interrupted for the following reasons:

- for non-payment in accordance with the regulations;
- if *you* do not provide *us* with access to the meter in accordance with the regulations;
- for health and safety reasons;
- for maintenance;
- in an emergency;
- at the direction or request of a regulator;

- if *you* are using energy in a way that doesn't meet the regulations; or
- if this agreement has terminated and *we* are permitted to by the regulations.

Are there times you can't be disconnected?

You will not be disconnected in any of the following circumstances:

- if *your* address is registered as a life support machine address;
- if any formal complaint *you* have made to an Energy and Water Ombudsman, directly related to the reason for disconnection, remains unresolved;
- for failing to pay *us* for something other than energy or related services; or
- after 3 p.m. Monday to Thursday, on a Friday, on a weekend, on a public holiday, or on the day before a public holiday, except in the case of a planned interruption or other reasons as required by *your* distributor.

Re-connection

WINenergy will arrange re-connection of *your* service at *your* request. *We* simply ask that any outstanding amount be paid in full. If there are other reasons for *your* disconnection, *we* will work with *you* to resolve the reason for *your* disconnection, and a fee may be charged.

On a business day, if *you* contact *us* by 3 p.m. and have taken the required action, *we* will re-connect *your* premises that day. After 3 p.m. on a business day, *you* can still be re-connected that day, but *you* will need to agree to pay an after hours re-connection fee.

Like to know more?

If you want to know more about any aspect of energy supply, please contact WINenergy.

WINenergy Pty Ltd
Suite 201, 12 Cato Street
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tel 03 9822 4055 • fax 03 9822 4399

customer service 1300 791 970

email sales@winenergy.com.au
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Online Resources

WINenergy maintains a comprehensive collection of information and resources online via *our* web site at:

www.winenergy.com.au.

WINenergy Customer Charter

This WINenergy Customer Charter can be found online at:

www.winenergy.com.au/customer-charter.html

Codes and Guidelines

The sale of energy in Australia is covered by a range of laws, codes, regulations, guidelines and consumer protection legislation. WINenergy has collected together the Codes and Guidelines that *you* may need to know about and made them available in one place on *our* web site at:

www.winenergy.com.au/codes-guidelines.html

Related Links

The WINenergy web site has a comprehensive list of links to the web sites of the various federal and state government agencies, energy industry bodies etc. at:

www.winenergy.com.au/related-links.html

Intermediary Sales of Energy Agreement

The latest WINenergy Intermediary Sale of Energy Agreement is available online at:

www.winenergy.com.au/energy-agreement.html

Emergency Contact Numbers

The WINenergy web site has an up-to-date list of emergency contact numbers online at:

www.winenergy.com.au/emergency-numbers.html