



oc energy

Market Retail Contract
Terms and Conditions

1. INTRODUCTION

This is a market retail contract between OC Energy Pty Ltd ABN 62 144 655 514 (in this contract referred to as "we", "our" or "us") and you, the individual customer, for the sale of energy at the property specified by you in a completed Electricity Supply Agreement (your "premises").

2. DEFINITIONS AND INTERPRETATION

- (a) Terms used in this contract have the same meanings as they have in the Energy Retail Law. However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) Where the simplified explanations given at the end of this contract differ from the definitions in the Energy Retail Law, the definitions in the Energy Retail Law prevail.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions of our market retail contract, which governs our supply and your purchase of energy (and where applicable other goods or services) at your premises.

3.2 Application of these terms and conditions

- (a) These terms and conditions apply to you if:
 - (i) you are a residential customer (except in the Northern Territory); or
 - (ii) in Victoria, you are a business customer who uses less than 40MWh of electricity per year; or
 - (iii) in New South Wales, Queensland or the Australian Capital Territory, you are a business customer who uses less than 100MWh of electricity per year; or
 - (iv) in South Australia, you are a business customer who uses less than 160MWh of electricity per year; and
 - (v) you request us to sell energy to you at your premises by completing an Electricity Supply Agreement with us; and
 - (vi) you are not being sold energy for the premises under a standard retail contract.
- (b) If you are a small customer, additional regulatory protections apply to you. If you're not a small customer, we may still supply you under this contract, but the additional regulatory protections do not apply to you. Your distributor determines whether you're a small customer. You must tell us if the amount of electricity you use changes significantly, as this may change whether you are, or are not, a small customer.

3.3 Electricity

These terms and conditions apply to the sale and purchase of electricity.

4. COOLING OFF PERIOD

- (a) You have the right to cancel this contract within 10 business days from the later of the date that:
 - (i) you accept this contract (either orally, by electronic communication or in writing); and
 - (ii) you receive our price fact sheet.
- (b) You must notify us of your decision to cancel this contract either orally or in writing.

- (c) You may cancel this contract during the cooling off period even if you have accepted this contract. Please contact our customer service team on 1300 494 080 or by emailing us at connections@ocenergy.com.au if you wish to cancel this contract.

5. WHAT IS THE TERM OF THIS CONTRACT?

5.1 When does this contract start?

- (a) This contract starts once you have:
 - (i) completed a Residential Electricity Supply Agreement with us, which includes your acceptance of these terms; and
 - (ii) provided any information we request to assess your creditworthiness and confirmed your creditworthiness (if applicable); and
 - (iii) provided the information we require to identify you, including acceptable identification.
- (b) We reserve the right to refuse to supply you with energy to your property, or to disconnect your supply of energy, if you refuse to provide us with your credit card details when requested to do so by us.

5.2 When does this contract end?

- (a) This contract ends:
 - (i) if you give us a notice stating you wish to end the contract—subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days' notice; or
 - A. if you are no longer a small customer or your use of energy changes, subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days' notice; or
 - (iii) if we both agree to a date to end the contract—on the date that is agreed; or
 - (iv) if you start to buy energy for the premises from a different retailer—on the date your contract starts with that other retailer; or
 - (v) if a different customer starts to buy energy for the premises—on the date that customer's contract starts; or
 - (vi) if the premises are disconnected and you have not met the requirements in the Energy Retail Law for reconnection—10 business days from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.
- (d) If you enter into an agreement with another provider, you will remain responsible for charges until we issue you with a final bill in accordance with paragraph (b).

5.3 Vacating your premises

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 5.2(a) of this contract.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 5.2 of this contract.

6. SCOPE OF THIS CONTRACT

6.1 What is covered by this contract?

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the Energy Retail Law.
- (b) In return, you agree:
 - (i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 5.2 even if you vacate the premises earlier; and
 - (ii) to pay the amounts billed by us under this contract; and
 - (iii) to meet your obligations under this contract and the Energy Retail Law.

6.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises. This is provided under an agreement between us and the owners corporation at your premises.

7. YOUR GENERAL OBLIGATIONS

7.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

7.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises).

7.3 Life support equipment

- (a) If a person living at your premises requires life support equipment, you must register the premises with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (b) You must tell us if the life support equipment is no longer required at the premises.
- (c) If the premises are registered as having life support equipment, we must give you:
 - (i) general advice relation to the retailer planned interruption to the supply of electricity to the premises;
 - (ii) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises; and
 - (iii) an emergency telephone contact.

7.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

8. OUR LIABILITY

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a relevant authority.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

9. PRICE FOR ENERGY AND OTHER SERVICES

9.1 What are our tariffs and charges?

Our tariffs and charges for the sale of energy to you under this contract are set out in the price fact sheet, which is on our website.

9.2 Changes to tariffs and charges

You acknowledge that we may make changes to the tariffs and charges applicable to you under this contract, and that if we do make changes, we will give you notice as soon as practicable and, in any event, no later than your next bill.

9.3 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

9.4 Distribution charges

Even if we are not, or are no longer, supplying you with energy under this agreement because you choose to purchase electricity from an authorised electricity retailer, we will still charge you, and you must pay, for network charges under this agreement. The network charges will reflect the charges that would be charged by your local distributor if you were not an in embedded network.

9.5 GST

- (a) Tariffs specified from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

10. BILLING

10.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

10.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Energy Retail Law); and
- (b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and
- (c) the charges payable for distribution services, including connection charges if you have asked for a new connection or connection alteration.

10.3 Estimating the energy usage

- (a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.
- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
 - (i) clearly state on the bill that it is based on an estimation; and
 - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.
- (d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

10.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than 2 years.

10.5 Your electricity (only) consumption information

Upon request, and provided you are not a Victorian customer, we must give you information about your electricity consumption for up to 2 years free of charge. However, we may charge you if:

- (a) we have already given you this information 4 times in the previous 12 months; or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

10.6 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12-monthly estimate of your energy consumption.

11. PAYING YOUR BILL

11.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

11.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

11.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under the Energy Retail Law if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

11.4 Credit Default

- (a) We may perform a credit check on you, using the information you have provided to us on our request.
- (b) You consent to us disclosing your information to a credit reporting agency for the purpose of conducting a credit check and, subject to paragraph (c), to lodge a credit default listing.
- (c) We may lodge a credit default listing against you if we have notified you of our intention to do so in writing and more than 60 days has elapsed since the due date for any outstanding amount.
- (d) We may recover any legal or other costs that we incur from you while seeking to recover any amount outstanding by you.

11.5 Payment authorisations

- (a) You agree to us charging your credit card on or after the date due for payment of any outstanding amount payable for charges for the supply and consumption of electricity at the property billed under this contract. This authority continues until payment in full of your final bill.
- (b) You are liable to us for any expenses, costs or disbursements incurred by us in recovering any monies owing to us, including but not limited to debt collection agency fees and legal costs.
- (c) If you are a tenant occupying your premises, you irrevocably authorise us and your leasing agent to deduct from your rental bond any amount owing to us under a final bill issued to you.

12. METERS

- (a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

13. UNDERCHARGING AND OVERCHARGING

13.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - (i) we will not charge interest on the undercharged amount; and
 - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

13.2 Overcharging

- (a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

13.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance (except if the premises are in Victoria). However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - (i) the portion of the bill that you do not dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months.

14. DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Energy Retail Law, we may arrange for the disconnection of your premises if:

- (a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
 - (i) fail to comply with the terms of an agreed payment plan; or
 - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement; or
- (b) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (c) you fail to give us safe and unhindered access to the premises; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (e) we are otherwise entitled or required to do so under this contract or the Energy Retail Law.

14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Energy Retail Law. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

14.3 When we must not arrange disconnection

- (a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):
 - (i) if you are a business customer, on a business day before 8.00am or after 3.00pm; or
 - (ii) if you are a residential customer, before 8:00am or after 3:00pm (or after 2:00pm if the premises are in Victoria); or
 - (iii) on a Friday or the day before a public holiday; or
 - (iv) on a weekend or a public holiday; or
 - (v) on the days between 20 December and 31 December (both inclusive) in any year; or
 - (vi) if you are being disconnected under clause 14.1(a), during an extreme weather event.
- (b) Your premises may be disconnected within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an emergency; or
 - (iii) as directed by a relevant authority; or
 - (iv) you interfere with the energy equipment; or
 - (v) if you request us to arrange disconnection within the protected period; or
 - (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
 - (vii) where the premises are not occupied.

15. RECONNECTION AFTER DISCONNECTION

- (a) We must reconnect your premises if, within 10 business days of your premises being disconnected:
 - (i) you ask us to arrange for reconnection of your premises; and
 - (ii) you rectify the matter that led to the disconnection; and
 - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

16. WRONGFUL AND ILLEGAL USE OF ENERGY

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of energy to another customer; or
 - (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Energy Retail Law; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

17. NOTICES AND BILLS

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the Energy Retail Law say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):

- (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
 - (ii) on the date 2 business days after it is posted; or
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

18. PRIVACY ACT NOTICE

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

19. COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures, by emailing us at complaints@ocenergy.com.au.

19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you of:

- (a) the outcome of your complaint and the reasons for our decision; and
- (b) if you are a customer in Victoria or New South Wales, and you are not satisfied with our response, that you have the right to refer the complaint to the relevant energy ombudsman in your state.

20. FORCE MAJEURE

20.1 Effect of force majeure event

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

20.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

20.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

20.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

21. APPLICABLE LAW

This contract will be construed in accordance with and governed by the laws of the State or Territory in which your premises are located.

22. RETAILER OF LAST RESORT EVENT

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the Energy Retail Law to provide relevant

information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this contract will come to an end.

23. GENERAL

23.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

23.2 Amending this contract

- (a) This contract may only be amended in accordance with section 40A of the Electricity Industry Act.
- (b) We will provide you with written notice of any changes to this contract as soon as practicable, and in any event, no later than your next bill.

23.3 Simplified explanation of terms

billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day other than a Saturday, a Sunday or a public holiday;

customer connection contract means a contract between you and us for the provision of customer connection services;

customer means a person who buys or wants to buy energy from a retailer;

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

disconnection means an action to prevent the flow of energy to the premises, but does not include an interruption;

electricity industry act means the *Electricity Industry Act 2000* (Vic);

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity or gas;

energy retail code means the 'energy retail code version 11 dated 1 January 2015' produced by the Essential Services Commission Victoria as amended from time to time;

energy retail law means (as applicable):

- (a) in Victoria, the Electricity Industry Act, the *Gas Industry Act 2001* (Cth) and the Energy Retail Code and the legal instruments made under those laws and rules;
- (b) national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules (except in Victoria); or

force majeure event means an event outside the control of a party;

GST has the meaning given in the *GST Act (A New Tax System (Goods and Services Tax) Act 1999* (Cth));

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises;

residential electricity supply agreement means the document entitled 'residential electricity supply agreement' offered by OC Energy which includes details of your premises, rates and tariffs for the supply of energy and includes these terms and conditions;

retailer means a person that is authorised to sell energy to customers;

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

small customer means a domestic or small business customer as defined in the Electricity Industry Act.

ATTACHMENT

When you can cancel your agreement under the Australian Consumer Law

The day after you receive your agreement and (unless you're in Western Australia) the customer disclosure statement is the Agreement Date. You can cancel your agreement within 10 business days of the Agreement Date. This is the cooling off period.

You can cancel your agreement within 3 months of the Agreement Date if the marketer:

- called on you on a Sunday or public holiday, or before 9am or after 5pm on a Saturday, or before 9am and after 6pm on any other day, unless they had an appointment for that time; or
- didn't:
 - clearly explain the purpose of the call;
 - leave immediately if you asked them to or explain that they must do so; or
 - show you an identity card with their name and our name and business address (not a PO box).

You can cancel your agreement within 6 months of the Agreement Date if:

- before you accepted you weren't told you could cancel during the cooling off period or how to do so;
- you weren't given the agreement and associated documents (including this cancellation notice and attached form 1) when you accepted (if you accepted in person) or within 5 business days (if you accepted over the phone);
- energy or GreenPower or Green Gas were supplied during the cooling off period (except where permitted by law) or you weren't told that they couldn't be supplied during that time;
- the agreement didn't set out the full terms or the total amount you'd need to pay or how it would be calculated or include any postal or delivery charges;
- the agreement front page didn't state: "Important Notice to the Consumer. You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement. Details about your additional rights to cancel with agreement are set out in the information attached to this agreement.";
- if you accepted in person, you didn't sign the front page of the agreement or the date you signed wasn't stated on the front page;
- the agreement didn't prominently set out our name, ABN, business address (not a PO box), email address and fax number;
- if we signed the agreement, it didn't state that the person signing for us is acting on our behalf or set out their name, business address (not a PO box) and email address;
- the agreement wasn't printed clearly (apart from any changes which may be handwritten), or wasn't transparent; or
- if changes to the agreement weren't signed by you and us.

CANCELLATION NOTICE

This notice is given in accordance with section 82 of the Australian Consumer Law.

Right to cancel this agreement within 10 Business Day cooling off period

You have a right to cancel this agreement without any reason within 10 Business Days from and including the day after you signed or received this agreement.

Extended right to cancel the agreement

If the supplier has not complied with the law in relation to unsolicited consumer agreements you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. **Refer to the information attached to this agreement.** You have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and send it to the supplier. Alternatively write a letter or send an email to the supplier.

SUPPLIER DETAILS	
Name	OC Energy Pty Ltd
Address	Level 12, 636 Saint Kilda Road, Melbourne, VIC, 3004
Email address	info@ocenergy.com.au
Details of goods or services supplied under this agreement	
Cost of goods or service	Refer to offer document
Date of agreement	
Transaction number (if any)	N/A

CONSUMER DETAILS	
Name of consumer	
Consumers address	
I WISH TO CANCEL THIS AGREEMENT	
Signed by the consumer	
Date	

Note: You must either return to the supplier any goods supplied under this agreement or arrange for the goods to be collected. If the supplier does not collect the goods within 30 days, the goods become your property.