MARKET RETAIL ENERGY CONTRACT

Electricity and Gas

New South Wales
Queensland
Victoria
South Australia

alintaenergy

Important Information

How to contact the Alinta Energy team

We believe in open communication. Choose how you'd prefer to talk to us.

Phone	**13 37 02** **Monday to Friday from 8am to 6pm** **and Saturdays 8am to 12pm**
Fax	**1300 781 235**
Online	**alintaenergy.com.au/contactus**
Postal Address	**Alinta Energy** **PO Box 16196** **Collins Street West VIC 8007**
Street Address	**Level 16** **40 City Road** **Southbank, VIC 3006**

Interpreter service

To use the Telephone Interpreter Service, please call **1300 297 727**.

传译服务，请致电

خدمات الترجمة، اتصل على

傳譯服務，請致電

Các dịch vụ thông dịch viên, gọi điện thoại số

Per i servizi di interpretariato, chiamare

National relay service

To use the Teletypewriter [TTY] service, please call **13 36 77**. This is available for the cost of a local call.

To use the Speak & Listen service, please call **1300 555 727**.

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 this agreement are set out in the information attached to this agreement.

Have questions?

Read this contract to make sure your chosen plan suits your needs. Contact us with any further questions.

Got feedback or concerns?

We value your feedback, good or bad. If there's anything you think we can improve, tell us so we can get better.

You can do this in a number of ways:

- call the team on **13 37 02** Monday to Friday 8am to 6pm and Saturdays 8am to 12pm
- log your feedback at **alintaenergy.com.au/contactus**
- post your comments to: **Alinta Energy – Feedback**
  GPO Box 1302
  Melbourne VIC 3001

Our commitment is to respond to you within five Business Days. However, where we need more time to find the answer and solution, we will be sure to contact you within five Business Days to give you an update and advise you of the time within which we expect to find the answer or solution. We will also confirm how frequently you'd like to be updated moving forward. We will acknowledge your enquiry, complaint or dispute as soon as practicable but within 24 hours of receipt.

The service values and standards you can expect from Alinta Energy can be found in our Customer Service Charter on our website.

Your complaint will be dealt with in accordance with our complaint handling procedures which can be found at **alintaenergy.com.au/complaints-disputes** under Customer Help and Support.

How to pay your account

One size doesn't always fit all, so we've got a range of solutions for you to choose from when paying your Alinta Energy accounts. Each account you receive from us will include all our up-to-date payment options for the plan you are on, so keep an eye out in case we introduce anything new.

Of course, if the plan you choose has a discount for paying by a particular method [such as direct debit], please make sure you pay each account using that method to ensure you receive your discount.

MyAccount

Activate **MyAccount** at **alintaenergy.com.au/myaccount** to manage your account.

Pay your bill directly, plus set up preferred payment methods, see your previous bills and more.

Phone or web

To make a payment using PayPal, Apple Pay or Google Pay, or from your MasterCard, VISA or American Express card, visit **alintaenergy.com.au/paymybill** or for credit card payments only call **13 37 02**.

Direct Debit

For automated bill payments setup direct debit via MyAccount at **alintaenergy.com.au/myaccount**. Once you have activated your account, select 'setup a direct debit' on your dashboard. Alternatively you can call us on **13 37 02**, or visit **alintaenergy.com.au/directdebit**. Your direct debit can come out of any cheque, savings, debit, credit card or transaction account.

BPAY®

Contact your bank or financial institution to make a payment from your cheque, savings, debit, credit card or transaction account.

In person

Take your Alinta Energy bill to any Post Office to pay by cash, cheque or EFTPOS.

By mail

If cheque is your preferred method, just tear the payment options slip off the account you'd like to pay, and post it with your cheque to the address shown on the slip.

Centrepay

Residential Customers receiving Centrelink payments may be able to use Centrepay to make regular transfers to us. For more information on how to set up Centrepay as a payment option visit the Services Australia website.

SmoothPay

We may, where you agree, arrange for you to pay your account under a SmoothPay arrangement, which is based on a 12 monthly estimate of your Energy consumption.

Need assistance paying your account?

If you're having trouble paying an account by the due date call us as soon as you can on **13 37 02** and our team will be happy to talk you through the assistance options available.

This may include:

- a tailored instalment plan or payment extension;
- advice on concessions, rebates and government grants;
- information on Community service providers that can offer free financial counselling; and
- practical assistance options to help reduce your energy costs.

For full details of all the assistance options available to you or to download a copy of our hardship policy for residential customers, please visit our website at **alintaenergy.com.au/paymentassistance** and click on your State location or call us on **13 37 02**.

Are you eligible for an Energy concession?

If you are a Residential Customer, you may be eligible for a government funded Energy rebate, concession or relief scheme. Those rebates, concessions or relief schemes apply to your plan, subject to eligibility. The form of the rebate, concession or relief scheme will depend on the State in which your Supply Address is located. We will provide information on these concessions or rebates to you free of charge or, they can be found at our website at **alintaenergy.com.au** under Billing and Pricing or using the details for each State set out below:

New South Wales

NSW Government
Phone: **13 77 88**
Web: **energy.nsw.gov.au**
Email: **energy@planning.nsw.gov.au**

South Australia

Department of Human Services

Phone: **1800 307 758**
Web: **sa.gov.au/concessions**
Email: **concessions@sa.gov.au**

Queensland

Queensland Government
Phone: **13 QGOV (13 73 68)**

Web: **qld.gov.au/community/cost-of-living-support/concessions/energy-concessions**

Victoria

Department of Families, Fairness and Housing
Phone: **1800 658 521**
Web: **services.dffh.vic.gov.au/energy**
Email: **concessions@health.vic.gov.au**

Your Contract Details

Details about your Contract are set out on the following pages of this booklet.

1. Your Energy Contract (this "Contract")

This Contract is a market retail contract. It covers the sale of Energy by us to you, the Customer, at your Supply Address and is made up of the following parts:

- your Energy Plan, details of which are set out in your Contract Summary;
- Disclosure Statement; and
- the contract terms included in this document ("Terms").

In addition to this Contract, Applicable Laws also contain rules about the sale of Energy and we will comply with these laws in our dealings with you.

If we sell you Energy at more than one Supply Address, then a separate Contract will apply to each Supply Address. Each such Contract will be governed by the Terms.

Please take the time to read through these Terms to ensure you are familiar with our obligations and your obligations.

1.1 Applicability

This Contract only applies to you if you are a Small Customer in relation to a Supply Address. If you are not a Small Customer, but Alinta Energy expressly offers and you accept an Energy Plan under this Contract, unless we otherwise explicitly state in your Contract Summary, the protections that apply for Small Customers will not apply to you.

Whether you are a Small Customer is determined by Applicable Laws based on the amount of Energy you use. You must immediately notify us if you are not, or your Energy usage significantly changes such that you cease to be, a Small Customer. If you cease to be a Small Customer, then this Contract may no longer apply. In that case, we will give you notice of your new contract terms, tariffs and pricing as soon as possible after we become aware of your change in customer status.

1.2 Electricity and gas

These Terms apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas at your Supply Address, then you will have a separate Contract with us for each Energy type.

If this Contract covers both electricity and gas and you decide to transfer to another retailer for one of those Energy types, then, from when another retailer becomes financially responsible for your Supply Address for that Energy type, this Contract will continue only with respect to the non-transferred Energy type. If you have chosen an Energy Plan with a fixed term and/or a Fixed Rate, you may be liable to pay exit fees (subject to Applicable Laws) if you transfer to another retailer for either electricity or gas (or both) before the end of the fixed term or the Fixed Rate Period as applicable (as detailed in your Contract Summary). Your Contract Summary sets out whether you are on an Energy Plan with a fixed term and/or a Fixed Rate, and whether exit fees apply to any such transfer which occurs prior to the end of the fixed term or the Fixed Rate Period as applicable (including the amount of any exit fees or the manner in which they will be calculated). If you terminate this Contract in accordance with clauses 3.2 and 13.3 (as a result of us varying a Fixed Rate before the end of the Fixed Rate Period or varying or introducing Excluded Charges before the end of the Fixed Rate Period in a way that causes you material detriment) you will not be liable to pay exit fees.

Where this contract relates to gas, you can find information on the type of gas that may be supplied to you under this contract on your distributor's website.

1.3 Assumptions

When you enter into a Contract with us, we make some assumptions including about the type of meter installed at your Supply Address, the amount of Energy to be consumed and the tariff charged to us by your Distributor. If we find that any of the assumptions on which we based our offer to you are incorrect, we will provide you with notice to advise you of the correct information.

2. The term of your Contract

2.1 When this Contract begins

This Contract begins on the Acceptance Date. Although this Contract may have begun, we will only start selling you Energy under this Contract when all of the following have occurred (the "Supply Start Date"):

- we are satisfied with your eligibility for your selected Energy Plan;
- we are satisfied with your creditworthiness;
- if we have required this in accordance with these Terms and Applicable Laws, you have paid us a Security Deposit;
- your Supply Address has its own meter with a unique identifier; and
- we have become financially responsible for your Supply Address in accordance with Applicable Laws.

Your Energy Plan (including any fixed term and/or Benefits such as a Fixed Rate or a discount as specified in your Contract Summary) will commence on the Supply Start Date.

2.2 Cooling-off

If you are a Small Customer, you have a right to cancel this Contract without penalty during the cooling-off period, which is 10 Business Days starting from and including the date after you receive from us a copy of the Welcome Pack ("Cooling-Off Period").

To cancel this Contract during the Cooling-Off Period, you can inform us by completing and returning to us the enclosed cancellation notice, or alternatively by calling us or writing to us. If you do so, this Contract will end immediately and you will continue to be supplied with Energy under any previous arrangements you may have had with us or another retailer. However, if you do not have a previous arrangement with us or another retailer and you continue to consume Energy at the Supply Address without entering into a new contract with us, the sale and supply of Energy by us to you will continue under a Standard Retail Contract, with the prices you pay being the applicable standing offer prices published on our website and as specified by Applicable Laws, until you enter into a new contract with us or another retailer.

2.3 When your Contract ends

Your Contract will end if:

- you have entered into a new contract with us, which includes a new Energy Plan for your Supply Address;
- another retailer becomes financially responsible for your Supply Address (including because you have entered into a new contract with another retailer for your Supply Address);
- another Customer starts being supplied with Energy at your Supply Address by us or another retailer;
- you are moving out of your Supply Address, when we have obtained a final meter reading for your Supply Address in accordance with the clause 2.5 below;
- you are no longer a Small Customer and we exercise our right to end this Contract;
- your Contract includes an Energy Plan with a fixed term, at the end of the product's fixed term, or you have terminated the Contract or moved from your Supply Address before the end of the fixed term, in which case clause 2.4 below applies;
- your Contract includes a Fixed Rate or a Guaranteed Discount, and we exercise our right to terminate this Contract in accordance with clause 3.2 arising from a tariff reassignment by the Distributor for your Supply Address during the Fixed Rate Period or the Guaranteed Discount Period (as applicable);
- a Last Resort Event occurs in respect of electricity or gas and we are required to transfer you to another retailer, in which case we will provide the appointed retailer with your name, billing address and details of your meter to effect the transfer;
- we both agree to end this Contract, on the date that is agreed; or
- as otherwise provided for under the Applicable Laws.

Rights and obligations accrued on or before the date the Contract ends will not be affected, including obligations to pay us any outstanding amounts and to provide access to your meter.

Provisions of these Terms about privacy, liability, notices, governing law and payment will survive the end of the Contract.

2.4 Your Energy Plan

Your Contract may include an Energy Plan with a fixed term and/or a Benefit (such as a Fixed Rate or a discount), as specified in your Contract Summary.

For an Energy Plan with a fixed term, your Contract will terminate at the end of that fixed term (as detailed in your Contract Summary), unless we offer to extend the fixed term. However, if you terminate such a Contract (other than in accordance with clause 3.2 or 13.3 of this Contract) or move from your Supply Address before the end of the fixed term (as detailed in your Contract Summary), then, subject to Applicable Laws, we may charge you an exit fee. Your Contract Summary sets out whether you are on an Energy Plan with a fixed term and whether exit fees apply to your Contract (including the amount of any exit fees or the manner in which they will be calculated).

If your Energy Plan includes a fixed term and/or a Benefit, then we will send you a notice ("Expiry Notice"):

- for a Supply Address in New South Wales, South Australia or Queensland:
  - no earlier than 40 Business Days; and
  - no later than 20 Business Days prior to the end of the fixed term or change to, or expiry of, the Benefit; or
- for a Supply Address in Victoria:
  - no earlier than 40 Business Days and no later than 20 Business Days prior to the end of the fixed term; and
  - no later than 5 Business Days before a change to, or expiry of, the Benefit.

The Expiry Notice for an Energy Plan with a fixed term (which may or may not include a Benefit) will advise you of the end date of your Contract and may include an offer for a new contract (which may include a new Energy Plan with a new fixed term and/or a Benefit). If we do not offer you a new contract or you do not accept our offer, the sale and supply of Energy by us to you will continue under a Standard Retail Contract, with the prices you pay being the applicable standing offer prices published on our website and as specified by Applicable Laws.

The Expiry Notice for an Energy Plan with a Benefit (which may or may not have a fixed term) will advise you of the change or end date of the Benefit and may include an offer for a new contract (which may include a new Energy Plan with a new Benefit). If we do not offer you a new contract or you do not accept our offer, the sale and supply of Energy by us to you will continue under this Contract:

- without the Benefit and with the prices you pay being the Charges as described in clause 3 below; and
- with any further terms that were specified in the Expiry Notice (unless the end date of the Benefit coincides with the end date of your Contract in which case the paragraph above will apply).

2.5 Moving from your Supply Address

If you are vacating your Supply Address, your Contract will be terminated from the day you vacate. You must provide at least 3 Business Days' notice to us of the date on which you intend to vacate the Supply Address and give us your forwarding address for a final bill to be issued to you.

If your Energy Plan includes a fixed term and/or a Fixed Rate, and you move from your Supply Address before the end of the fixed term or the Fixed Rate Period as applicable (as detailed in your Contract Summary), then, subject to Applicable Laws, we may charge you an exit fee. Your Contract Summary sets out whether you are on an Energy Plan with a fixed term and/or a Fixed Rate, and whether exit fees apply to your Contract (including the amount of any exit fees or the manner in which they will be calculated).

After we receive your notice, we will use our best efforts to ensure the meter at the Supply Address is read, or metering data is obtained, on that date and at a time agreed with you. If having used best efforts we cannot read or access the meter as agreed, then as soon as possible after that date we will read the meter and send you a final bill at the forwarding address.

If you do not give us the required notice, or you have not agreed a time for the meter to be read, or we cannot access the meter, then you will continue to be liable for Energy consumed at the Supply Address even if someone else is consuming it until the first to occur of the following events:

- we become aware you have vacated the Supply Address and we obtain metering data, which we will ensure happens as soon as possible after we become so aware;
- another Customer enters into a contract and starts being supplied with Energy at the Supply Address by us or another retailer; or
- the Supply Address is disconnected.

If you enter into a new contract with us for another address, we may include your charges for the vacated address in an account for the new address.

3. Tariffs and charges

3.1 Your tariffs and charges

You must pay the Charges that apply to you at your Acceptance Date, unless changed by us in accordance with these Terms. If you are entitled to receive a Benefit (such as a Fixed Rate or a discount) under your Contract, the Benefit will be as set out in your Contract Summary.

The Charges applicable to you may differ from other tariffs, charges or fees that Alinta Energy may offer from time to time to other Customers (including, if applicable, under the same Energy Plan). You will continue to pay the Charges for your Contract rather than other tariffs, charges or fees offered by Alinta Energy at a later date or to another Customer.

The Charges you must pay generally comprise the following charges which may differ at different times of the day or year depending on your usage as set out in your Contract Summary:

- usage charges based on the amount of Energy you use;
- daily supply charges for supplying Energy to your Supply Address, regardless of your Energy use; and
- if applicable, demand charges.

If your Supply Address is located in Victoria and your Charges include:

- a time of use based tariff, you may opt out of this tariff to a flat rate or demand based tariff at any time by contacting us; or

- a demand based tariff, you may opt out of this tariff at any time by contacting us.

Additionally, subject to Applicable Laws, you may be required to pay the following additional fees as set out in your Contract Summary:

- account establishment fees for setting up your account;
- late payment fees for bills paid after the Due Date;
- exit fees but only if you are on an Energy Plan with a fixed term and/or a Fixed Rate (check your Contract Summary) and you terminate your Contract (other than in accordance with clause 3.2 or 13.3 of this Contract) or move from your Supply Address before the end of the fixed term or the Fixed Rate Period as applicable (as detailed in your Contract Summary);
- card or payment processing fees where we incur a merchant service fee;
- a paper bill fee; or
- fees for dishonoured payments made by you resulting in us incurring a fee.

You must also pay any additional amounts passed through from your relevant Distributor, Meter Service Provider or other third parties in relation to services we arrange, including connection fees, disconnection fees and additional meter fees that are not otherwise included in other charges. Distributor and Meter Service Provider fees and charges are set by these parties and are subject to change at their discretion.

3.2 Variations in tariffs, additional charges and changes in discounts

Unless otherwise stated in your Contract Summary or as limited by Applicable Laws, we may change the amount, nature and structure of your Charges. We will give you notice of any variation to your Charges, as required or permitted by Applicable Laws.

If your Contract includes an Energy Plan with a Benefit, we may also vary the Benefit in accordance with Applicable Laws and as set out in clause 2.4 of these Terms.

If a tariff, charge, fee or Benefit applicable to you or your Supply Address changes midway through a billing cycle, we will calculate your bill on a pro rata basis so you are charged the new tariff, charge or fee (taking into account any changes to the tariffs, charges or fees as a result of a change to a Benefit, as applicable), from at least the date of the change until the end of the billing cycle in accordance with Applicable Laws.

Notwithstanding any other term in this Contract if you are on an Energy Plan with a Fixed Rate (which may have a fixed term) and:

a) we change the Fixed Rate during the Fixed Rate Period, you can terminate this Contract within 60 days of being notified of the change without having to pay any exit fees; or

b) we introduce or change an Excluded Charge that is not included in the Fixed Rate, and that change (either by itself or cumulatively with other changes to Excluded Charges in the Fixed Rate Period) causes you a material detriment,

you can terminate this Contract within 60 days of being notified of the change without having to pay any exit fees.

If you are on an Energy Plan (which may have a fixed term or Benefit) and a tariff reassignment by the Distributor takes place for your Supply Address during the Benefit Period or the Contract Period (as applicable), we may terminate this Contract after giving you a prior notice within timeframes required under Applicable Laws, without you having to pay any exit fees. This notice will advise you of the end date of your Contract and may include an offer for a new contract (which may include a new Energy Plan with a fixed term and/or a Benefit). If we do not offer you a new contract or you do not accept our offer, the sale and supply of Energy by us to you will continue under a Standard Retail Contract, with the prices you pay being the applicable standing offer prices published on our website and as specified by Applicable Laws.

3.3 Controlled Load tariff

Unless otherwise stated in your Contract Summary or as permitted by Applicable Laws, if your Contract includes a controlled load tariff, we, or a Meter Service Provider, or your Distributor, may determine the time periods during which Energy may be supplied to the relevant unit or device connected to the controlled load circuit. However, your Distributor remains responsible for the physical supply of Energy to your Supply Address, and the terms of the connection of your Supply Address will continue to apply.

4. Bills

4.1 Separate bills for electricity and gas

If we sell you both electricity and gas under this Contract, we will bill you separately for each Energy type. Similarly, if you have more than one Supply Address signed up with us, we will send you separate bills for each of your Supply Addresses.

4.2 When and how you will receive your bills

Your bills will be sent to the billing address set out in your Contract Summary or such other address that you later provide to us. If you have provided us with your explicit informed consent to receive bills, notices and other information relating to your Contract with Energy by email, then unless you request for us to send you your bills to a postal address or if we determine your email address is not valid, we will use your email address for billing purposes.

A bill sent by email will be taken to have been received by you on the date of transmission unless we receive a notice that delivery did not occur, in which case we will send a copy of the bill to you by post as soon as practicable. However, the original Due Date will stand, unless the delivery error has occurred due to our fault.

We will issue bills as soon as possible after the end of each billing cycle set out in your Contract Summary for each Energy type.

4.3 Estimating Energy usage

We will usually base your bills on readings of your meter. However, we may estimate the Energy usage at your Supply Address if your meter cannot be read or 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 provide your explicit informed consent to our use of estimates as a basis for calculating your Energy usage.

You may also choose to submit your own self-read where you have received a bill based on an estimated read. More information on how to submit your self-read can be found at alintaenergy.com.au/self-read or by calling us on **13 37 02**.

If we estimate the amount of Energy consumed at your Supply Address to calculate a bill, we will:

- clearly state on the bill that it is based on an estimation; and
- when your meter is later read, adjust your bill for the difference between the estimate and the Energy actually used.

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 in accordance with Applicable Laws.

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, then, assuming that you have rectified the reason the meter could not be read, we will comply with your request to do so, but may pass through to you any charges we incur in doing so.

4.4 Review of your bill

If you ask us to review a bill we will do so and report back to you in accordance with our standard complaints and dispute resolution procedures.

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.

If your Supply Address is in New South Wales or South Australia, we may request payment in advance for the cost of the check or test, and then refund this amount (or credit the amount of that charge on your adjusted bill) if the check or test finds that the meter reading, metering data or the meter is incorrect or faulty.

If your Supply Address is in Victoria or Queensland, we may request payment only if the check or test finds that the meter reading, metering data or the meter is not incorrect or faulty.

If the review finds the bill is correct, you must pay any unpaid amounts. However, if the review finds the bill is incorrect, we will adjust the bill in accordance with Applicable Laws.

4.5 Overcharging

If we have overcharged you, we will inform you within 10 Business Days of when we become aware of the overcharging and repay the overcharged amount according to your instructions or otherwise as required by Applicable Laws.

If we have overcharged you 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 before we became aware of the overcharging.

4.6 Undercharging

If we have undercharged you or not charged you at all, we may recover some or all of the undercharged amount from you in accordance with Applicable Laws. We will not charge you interest on undercharged amounts and we will offer you time to repay the undercharged amount in instalments in accordance with Applicable Laws. These restrictions on recovering the amounts that should have been charged apply only to Small Customers.

If we have undercharged you or not charged you at all as a result of your own fault or unlawful act or omission, we may recover all of the amounts that should have been charged in accordance with Applicable Laws.

4.7 Historical billing and electricity usage information

Upon request, we will give you information about your billing history and electricity usage for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information multiple times in accordance with Applicable Laws.

4.8 Guaranteed service level payments

If your Supply Address is located in Victoria and your Distributor makes a payment to us in relation to a Distributor's Guaranteed Service Levels, we will apply this payment to your account within 10 Business Days.

5. Paying your bill

5.1 What you must pay

You must pay amounts billed by us for the Energy we have sold you and any additional fees and charges detailed in our Contract Summary or these Terms and separately itemised on your bill (including GST if applicable).

5.2 How and when you must pay your bill

You may pay using any of the methods listed on your bill.

You must pay your bill by the Due Date specified on your bill. If you do not pay by the Due Date we will send you a reminder that the bill is past the Due Date, giving you an extended Due Date which will not be less than 5 Business Days after the date the reminder is issued.

You can choose to pay your account in advance.

5.3 Applying your payments

If we include a charge in a bill for any other good or service we have sold or provided to you, then, unless you direct us otherwise, we will first apply any payments you make to the amount applicable to your Energy usage.

5.4 Payment difficulties

If you are unable to pay your bill by the Due Date or are experiencing payment difficulties due to hardship, please let us know as soon as possible.

We have a range of payment assistance and support options to help you. Visit our website for more information about this assistance, other practical assistance, and grants and concessions you may be entitled to.

6. Credit checks and security deposits

6.1 Credit checks and credit reporting

We may, at any time and in accordance with Applicable Laws, conduct a check on your creditworthiness if you consent to us doing so.

The way we handle your credit information, such as:

- how we check your creditworthiness;
- how and when we disclose your credit information to third parties (including credit reporting bodies); and
- how our disclosure may affect your creditworthiness is detailed in our Credit Reporting Policy and Statement of Notifiable Matters which are available on our website.

6.2 Security deposits

On the basis of your creditworthiness, we may require that you provide a Security Deposit in accordance with Applicable Laws.

The circumstances in which we can require a Security Deposit, the maximum amount of the Security Deposit and when the Security Deposit must be returned are governed by Applicable Laws.

7. Disconnection

7.1 When we are allowed to disconnect you

Unless prohibited by Applicable Laws, we may arrange for the disconnection of your Supply Address if:

- you don't pay your Energy bill by the Due Date and:
- you are a Residential Customer, subject to Applicable Laws, you don't:
  - agree to an offer to pay your bills by instalments or through an agreed payment plan; or
  - where having agreed to pay your bills by instalments or through an agreed payment plan, you fail to comply with the instalment arrangement or do not comply with the terms of the agreed payment plan (as applicable);
- you refuse to provide a Security Deposit we are entitled to require from you in accordance with Applicable Laws;
- you have failed to allow safe and unhindered access to the meter at your Supply Address for 3 consecutive meter reads;
- there is fraudulent use of Energy at your Supply Address or intentional use contrary to Applicable Laws; or
- we are otherwise entitled or required to do so under Applicable Laws.

7.2 Notice and warning of disconnection

Before disconnecting your Supply Address, we will give you notice in accordance with Applicable Laws. However, we are not required to provide a warning notice prior to disconnection in certain circumstances such as where there has been illegal or fraudulent use of Energy at your Supply Address, where there is an emergency or health and safety issue or if you are not a Small Customer.

7.3 When we must not arrange disconnection

You are entitled to certain protections from disconnection, including where:

- you are a Residential Customer in hardship;
- you have an unresolved complaint with us or the ombudsman;
- there is Life Support Equipment at the Supply Address; or
- You reside in Queensland, South Australia or New South Wales during an extreme weather event.

In addition, you may receive the benefit of certain protections under Applicable Laws and we will comply with these.

7.4 Disconnection on request

You may request disconnection and the issue of a final bill.

We will arrange disconnection of your Supply Address with your Distributor in accordance with your request. However, if your Distributor fails to disconnect you for any reason you will remain liable for any Charges and any fees of the Distributor and Meter Service Provider (as applicable) to your Supply Address until you are disconnected, including your disconnection fee.

7.5 Reconnection after disconnection

We must request your Distributor to reconnect your Supply Address if, within 10 Business Days of your Supply Address being disconnected:

- you ask us to arrange for reconnection of your Supply Address;
- you rectify the matter that led to the disconnection; and
- you pay any reconnection fee charged by your Distributor.

We may terminate your Contract 10 Business Days following disconnection if you do not meet the requirements for reconnection.

8. Your Obligations

8.1 How you use Energy

In your use of Energy at your Supply Address and otherwise in relation to this Contract, you must comply with Applicable Laws. You must not, and must take reasonable steps to ensure others do not:

- illegally use Energy supplied to your Supply Address;
- interfere or allow interference with any Energy equipment that is at your Supply Address, including your meter;
- use Energy supplied to your Supply Address or any Energy equipment in a manner that:
  - unreasonably interferes with the connection or supply of Energy to any third party; or
  - causes damage or interference to any third party; or
- allow Energy purchased from us to be used otherwise than in accordance with this Contract.

8.2 Access to your Supply Address and meters

You must provide us, your Distributor or Meter Service Provider and any person providing a meter or metering services with safe and unhindered access to your Supply Address and the meter for purposes relevant to the sale and supply of Energy to you in accordance with Applicable Laws, including to (where relevant):

- install, read, test, maintain, inspect, alter, repair or replace the meter at the Supply Address;
- connect, disconnect or reconnect Energy supply at the Supply Address; or
- undertake such other services as may be required by your Distributor or Meter Service Provider.

Under this Contract, we may, at our discretion, replace your existing electricity meter with a new meter (including a Smart Meter) as part of a replacement program for your type of meter if permitted under Applicable Laws, even where:

- your existing meter is not or may not be faulty; or
- you have not requested the replacement meter.

You agree to pay any upfront charges we pass through to you as a result of replacing your existing meter with a new meter as notified to you in advance.

8.3 Other obligations

- You must notify us as soon as possible if something changes which affects safe and unhindered meter access.
- You must not damage, remove or in any way tamper with, or allow anyone else to tamper with, your meter.
- You must notify us if you enter into an agreement with any third party in which you receive payment or other consideration in return for reducing, suspending or otherwise managing your consumption of Energy at your Supply Address.

8.4 You're responsible for your Supply Address

You're responsible for how Energy is used at your Supply Address.

If you are a Business Customer, you are responsible to take reasonable steps to prevent loss or damage you may suffer if there are problems with your Energy supply.

You must also:

- ensure Energy equipment at your Supply Address is in good condition and is safe from damage or interference;
- ensure that any work on Energy equipment at your Supply Address is done by accredited electricians and registered plumbers or gas fitters;
- keep your Energy equipment at your Supply Address clear of all vegetation, structures and vehicles;
- advise us or your Distributor of any safety issues; and
- comply with any reasonable directions from us or your Distributor.

9. Scope of this Contract

9.1 What is covered by this Contract

Under this Contract we agree to sell you Energy at your Supply Address, and, where we sell you electricity, we will provide, install and maintain your meter. We also agree to meet other obligations set out in this Contract and to comply with Applicable Laws.

In return, you agree:

- to be responsible for charges and fees for Energy supplied to the Supply Address until this Contract ends;
- to pay the amounts billed by us under this Contract; and
- to meet your obligations under this Contract and Applicable Laws.

9.2 What is not covered by this Contract

This Contract does not cover the physical connection of your Supply Address to the distribution system, including metering equipment and the maintenance of that connection and where we sell you gas, provision of metering equipment. This is the role of your Distributor.

You acknowledge your Distributor is responsible for:

- the connection of your Supply Address to its distribution system;
- the maintenance of that connection;
- the delivery of Energy to your Supply Address; and
- the quality, reliability and other characteristics of your Energy.

Consequently, we are not responsible for the supply of Energy to you and therefore we are not liable for any loss, liability, claim or damage you suffer because of any failure, fluctuation or defect in the supply of Energy to you by your Distributor or because of your Distributor's failure to disconnect or reconnect your Energy supply.

9.3 Our liability

The quality, continuity, reliability and other characteristics of your Energy supply is subject to a variety of factors that are beyond our control as your retailer. This includes accidents, emergencies, dangerous conditions, weather conditions, vandalism, system demand, the technical limitations of the distribution system, the location of your Supply Address, interruptions for maintenance or repair, damage to the distribution system and the acts of third parties, including your Distributor or a governmental authority.

Unexpected fluctuations or interruptions in your Energy supply may cause damage or loss to equipment at your Supply Address and Energy supplied may be interrupted, disconnected, reduced or limited.

Other than as required by Applicable Laws we:

- give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety other than those set out in this Contract;
- are not liable for any loss, liability, claim or damage you may suffer because of Energy we may sell you under this Contract; and
- unless we have acted negligently or breached this Contract, we are not liable to you for any loss or damage you may suffer in connection with this Contract.

Nothing in this Contract is intended to vary or exclude the operation of any immunity, limitation of liability or indemnity that we may have under Applicable Laws, including:

- section 316 of the National Energy Retail Law;
- sections 119 and 120 of the National Electricity Law;
- sections 97 and 97A of the *Electricity Act 1994* (Qld), section 315 of the *Gas Supply Act* (Qld) or section 8566 of the *Petroleum and Gas (Production and Safety) Act 2004* (Qld); or
- section 232 or 233 of the *Gas Industry Act 2001* (Vic) or section 33 of the *Gas Safety Act 1997* (Vic).

Subject to Applicable Laws, you must indemnify us for any liability we incur or suffer in connection with your breach of these Terms or due to your negligent or wrongful acts or intentional misconduct in relation to your Contract.

10. Provision of information and privacy

10.1 Provision of information by you

You must provide us with all the information we reasonably need for the purposes of this Contract. This includes information as to your identity, contact information and details about your eligibility for any concession. This information must be correct, and you must notify us as soon as possible of any changes to your Energy usage or your details, including if you later become eligible for a concession.

If you are aware of any changes that materially affect access to your meter or to other equipment involved in providing metering services at the Supply Address, you must notify us.

10.2 Life Support

You must let us know if there is Life Support Equipment in use at your Supply Address and also if the person using that equipment vacates your Supply Address. We will pass this information on to your Distributor in accordance with Applicable Laws and otherwise comply with Applicable Laws regarding life support customers.

If a person living at your Supply Address requires Life Support Equipment, you must:

- register the Supply Address with us or your Distributor;
- provide medical confirmation for the Supply Address. Subject to Applicable Laws, your Supply Address may cease to be registered as having Life Support Equipment if medical confirmation is not provided to us or your Distributor within the period of time specified by Applicable Laws; and
- tell us or your Distributor if the Life Support Equipment is no longer required at your Supply Address.

If you tell us that a person living or intending to live at your Supply Address requires Life Support Equipment, we must give you any information required by Applicable Laws.

10.3 Provision of Information to You

On request and in accordance with Applicable Laws, we will provide you with:

- reasonable information on our Energy charges including those we have billed;
- general advice about Energy efficiency, advice about how, from whom and at what estimated cost you may arrange for an Energy audit and advice on the typical running costs of major domestic appliances;
- information about various government assistance and concession schemes;
- historical billing information we have retained in accordance with Applicable Laws; and
- copies of our standard complaints and dispute resolution procedures, our Credit Reporting Policy, our Privacy Policy and this Contract and copies of other documents as required by Applicable Laws.

10.4 Retailer Interruption to electricity supply

We may arrange Retailer Planned Interruptions to the supply of electricity to your Supply Address where permitted under Applicable Laws for the purpose of the installation, maintenance, repair or replacement of your electricity meter. Prior to a Retailer Planned Interruption arranged by us that may affect your electricity supply, we will notify you in accordance with Applicable Laws.

10.5 Privacy

You acknowledge that we will collect, use and disclose your personal information as required by Applicable Laws and in order for us to be able to provide you with energy and related services and otherwise facilitate your dealings with us.

We may disclose this information to:

- our third party providers (agents, partners, contractors and service providers);
- our employees and Related Bodies Corporate;
- government agencies and regulatory bodies;
- the operators of the network through which energy is supplied to you; and
- other entities, as described in our Privacy Policy.

You also acknowledge that we may collect sensitive information (including health information) about you or third parties (e.g. your spouse, partner or co-tenants located at your supply address).

If you do not provide this information to us, we may not be able to provide our services to you. Where possible, we will collect this information directly from you, but we may get it from third parties, your representative or from publicly available sources (including credit reporting bodies).

If you provide us with information about another person, you agree that you are authorised to provide us with their information and that you will provide them with the information in this privacy statement and direct them to our Privacy Policy.

Our Privacy Policy is available at **alintaenergy.com.au/privacy**. Our Privacy Policy tells you in more detail how we handle your personal information, including how you can:

- access your personal information,
- have it corrected, or
- make a complaint.

From time to time, we may revise our Privacy Policy. We will publish any revised policy on our website. We encourage you to check our website periodically to keep up to date with any changes to our Privacy Policy.

11. Force majeure

11.1 Effect of a Force Majeure Event

If either party cannot meet an obligation in whole or in part under this Contract because of a Force Majeure Event:

- 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

- 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.

11.2 Deemed Prompt Notice

If the effects of a Force Majeure Event are widespread, we'll 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 Force Majeure Event or otherwise as soon as practicable.

11.3 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 Force Majeure Event as soon as practicable.

11.4 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.

12. Feed-in Tariffs

If your Contract is for electricity and you have a solar photovoltaic (PV) system installed at your Supply Address we may pay you a feed-in tariff for any electricity your system generates which is exported to the electricity grid. We may apply an export tariff for the electricity you export to the grid. If we pay you a feed-in tariff or apply an export tariff, you'll see the amount of the feed-in tariff and/or the export tariff on your bill. To qualify to receive a feed-in tariff, you must have a digital or smart meter installed at your Supply Address and you must enter into a separate solar feed-in tariff agreement with us.

We will provide you with advance notice of any variation to tariffs and charges affecting you in accordance with Applicable Laws.

For Solar Terms & Conditions for your State visit **alintaenergy.com.au/solar**

13. General

13.1 Compliance with law

In selling Energy to you and performing our other obligations under this Contract, we will comply with Applicable Laws. If Applicable Laws require a matter to be expressly dealt with in this Contract and it is not, the specific Applicable Laws will be incorporated as if they were a term of this Contract.

If a term in this Contract is inconsistent with any Applicable Laws, then this Contract will prevail to the extent of the inconsistency, unless the Applicable Laws are required to prevail.

13.2 Obligations if you are not the owner

If you cannot meet an obligation relating to your Supply Address under this Contract because you are not the owner of the Supply Address, you must take all reasonable steps to ensure that the owner or other person responsible for the Supply Address fulfills the obligation.

13.3 Amending this Contract

Except as otherwise permitted in this Contract, we will only vary this Contract by prior written agreement with you.

However, to the extent permitted by Applicable Laws, this Contract may also be varied by us without your agreement:

- to comply with any Applicable Laws;
- to make an administrative or typographical change; or
- for any other reason we consider reasonably necessary.

In this case we will give you prior notice of such variation and the new terms will apply from the date specified in the notice. Subject to the limitations set out in clause 3.2 above, if you do not agree with the variation, you may end this Contract before the date specified in the notice.

13.4 Transferring this Contract

You cannot assign, transfer or novate this Contract to another person without our prior written consent.

Subject to Applicable Laws, we may assign, transfer or novate this Contract and/or you as our Customer to any third party, a Related Body Corporate or as part of the transfer of all or substantially all of our Customers to a third party, in which case you will be notified.

13.5 Notices

All notices under this Contract must be in writing other than as specifically stated in this Contract.

Unless Applicable Laws require us to give notice in another way, we'll give you notice in writing. We may do so:

- by post, we'll consider you've received the notice 3 Business Days after we post it;
- by email, we'll consider you've received the notice by email the day after we send the email unless we receive a notice that delivery did not occur or has been delayed;
- by SMS, when reminders are required, including regarding service callouts, service interruptions or overdue bills;
- by fax, we'll consider you've received the notice when our fax machine produces a report stating that the fax was sent in full; or
- by a message on your bill, in accordance with Applicable Laws.

We may also send you an email, SMS or other electronic communication letting you know that we're making a change or notifying you about something and where you can find more details (e.g. our website).

If you don't choose an address for notices or we can't contact you at an address, we may send you a notice to the Supply Address and you'll be deemed to have received it as set out above.

13.6 Marketing communications

We and/or our business partners (unless you opt-out of receiving marketing messages from us), may let you know about our products and offers, even after this Contract ends. To stop receiving such marketing communications, you can opt-out at any time by

contacting us on **13 37 02** or by emailing **customer.service@alintaenergy.com.au**. You may also choose to stop receiving such communication by unsubscribing using the links provided in any SMS or email you receive from us.

After you opt–out of receiving marketing communications, you will continue to receive service communications about your account.

You agree that we may elect not to include an unsubscribe facility in our marketing communications, including but not limited to email and SMS communications, that we issue even if one would otherwise be required under the *Spam Act 2003* (Cth).

13.7 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 which are published on our website.

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 the outcome of your complaint and the reasons for our decision; and
- that if you are not satisfied with our response, or if the problem remains unresolved, you have a right to refer the complaint to the ombudsman in your State.

Details of each State Energy ombudsman are provided in your Disclosure Statement.

13.8 Governing law

This Contract is governed by the laws of the State where your Supply Address is located.

14. Glossary

Capitalised words in these Terms, your Contract Summary and your Disclosure Statement have the following meaning:

Acceptance Date means the date set out in your Contract Summary, or if no date is specified, the date you accept the Terms over the phone, online or otherwise by accepting our offer to sell Energy to your Supply Address.

Alinta Energy means Alinta Energy Retail Sales Pty Ltd, ABN 22 149 658 300.

Applicable Laws means all relevant acts, regulations, codes, guidelines, orders in council, licences, authorisations, proclamations, directions or standards applicable in the State in which the Supply Address is located and which govern the supply and sale of Energy to your Supply Address or the Contract between us, including;

a) in New South Wales, Queensland and South Australia, the National Energy Retail Law, the National Energy Retail Rules and the National Energy Retail Regulations;

b) in Victoria, the *Electricity Industry Act 2000 (Vic)*, the *Gas Industry Act 2001 (Vic)*, the Energy Retail Code of Practice and the Advanced Metering Infrastructure (Retail and Network Tariffs) Order No. S 295 Wednesday 16 June 2021; and

c) the *Competition and Consumer Act 2010* (Cth) (which includes the Australian Consumer Law) and the *Privacy Act 1988* (Cth).

Benefit means a benefit specified in your Contract Summary (if any) or subsequently notified to you in accordance with this Contract and Applicable Laws, and may include a Fixed Rate, or a discount on a tariff, charge and/or fee (such as a Guaranteed Discount), which may apply for a defined period.

Business Day means a day other than a Saturday, Sunday or a public holiday in the State in which the Supply Address is located.

Charges mean Alinta Energy's relevant tariffs, charges and fees (see clause 3.1) as set out in your Contract Summary, as may be varied in accordance with these Terms and Applicable Laws.

Contract means the contract between you and us and includes your Contract Summary, Disclosure Statement and these Terms.

Contract Summary means the document titled 'Your Electricity Contract Summary' or 'Your Gas Contract Summary' or 'Your Electricity and Gas Contract Summary', which summarises the details of your Charges, your Energy Plan with us and your personal details.

Cooling-Off Period has the meaning assigned to it in the clause entitled "Cooling-off".

Customer means a person who buys or wants to buy Energy from a retailer.

Disclosure Statement means the important information about this Contract enclosed with the Welcome Pack, including but not limited to, information variation in tariffs, fees and charges, concessions and rebates, commencement and duration of your Contract, cooling-off rights, billing and payment methods, service levels and termination.

Distributor means the entity that is licensed or authorised to supply distribution services through the system that connects your Supply Address to the distribution network.

Due Date means the date you must pay an amount owing that is stated on your bill or any other date for payment of your bill(s) which we agree with you.

Energy means electricity or gas, as applicable.

Energy Plan means the terms of our offer to sell you Energy, including details of your product, any benefits and Charges.

Excluded Charge means a tariff, charge or fee that may be changed, introduced or newly imposed during the term of a contract for an Energy Plan with a Fixed Rate (which may also have a fixed term) for which an exit fee may be charged under Applicable Laws on early termination of that contract by the Customer.

Expiry Notice has the meaning assigned to it in the clause entitled "Your Energy Plan".

Fixed Rate means where one or more of a tariff, charge or fee is fixed in the circumstances described in the Customer's Contract Summary.

Fixed Rate Period means a period during which a Fixed Rate is available for an Energy Plan and where the end date of that period is specified in the Customer's Contract Summary or otherwise ascertainable at the beginning of that period.

Force Majeure Event means an event outside the reasonable control of a party which prevents it in whole or in part from carrying out its obligations under this Contract.

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

Guaranteed Discount means where a discount on one or more of a tariff, charge or fee does not reduce below a percentage specified in the Customer's Contract Summary.

Guaranteed Discount Period means a period during which a Guaranteed Discount is available for an Energy Plan and where the end date of that period is specified in the Customer's Contract Summary or otherwise ascertainable at the beginning of that period.

Guaranteed Service Levels means a Distributor's minimum guaranteed service levels as described in the Victorian Electricity Distribution Code of Practice.

Last Resort Event means an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under Applicable Laws.

Life Support Equipment means 'life support equipment' as defined under Applicable Laws.

Meter Service Provider means any person who provides services, or co-ordinates services, on our behalf, or your Distributor's behalf, in connection with:

a) the meter (including reading, installing, inspecting, altering or replacing it);

b) meter data (including processing it and providing it to us and anyone else who may need it in relation to supplying you Energy); or

c) your Energy supply (such as reconnection or disconnection).

National Energy Retail Law means the *National Energy Retail Law (South Australia) Act 2011 (SA)* and legislation covering the same subject matter that is enacted in any other State or territory, to the extent applicable to your Supply Address.

National Energy Retail Rules and Rules means the National Energy Retail Rules made under the National Energy Retail Law and any other Rules made by the Australian Energy Market Commission pursuant to the National Energy Retail Law.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Residential Customer means a Customer who acquires Energy principally for personal, household or domestic use at the Supply Address.

Retailer Planned Interruption means an interruption that:

a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and

b) does not involve the Distributor effecting the interruption; and

c) is not an interruption which has been planned by your Distributor.

Security Deposit means an amount of money paid to us as security against non-payment of a bill in accordance with Applicable Laws.

Small Business Customer means a Small Customer who is not a Residential Customer.

Small Customer means either:

a) a Residential Customer; or

b) a Small Business Customer who consumes below the threshold designated under Applicable Laws on an annual basis set out in the table below:

Fuel type	NSW	VIC	SA	QLD
Electricity	100MWh	40 MWh	160MWh	100MWh
Gas	1 TJ	1TJ	1 TJ	1 TJ

Smart Meter means a device that digitally measures a customer's energy use in intervals and can transmit this information back to the energy retailer. It is also known as a digital or advanced meter.

Standard Retail Contract means a contract the terms of which are set by Applicable Laws.

Supply Address means the address specified in your Contract Summary.

Supply Start Date has the meaning assigned to it in the clause entitled "When this Contract begins".

Terms means these terms and conditions.

Type of gas means a primary gas specified under the National Gas Law (for example, natural gas) or a blend of primary gases (for example, a blend of natural gas and hydrogen).

We and us means Alinta Energy.

Welcome Pack means the pack you will receive after the Acceptance Date which will include your Contract Summary, Disclosure Statement, these Terms and any additional information about this Contract.

Cancellation notice

Right to cancel this Contract within 10 Business Day Cooling-Off Period

You have a right to cancel your Contract without any reason within 10 Business Days from and including the day after you receive a copy of the Contract (including the Disclosure Statement and Contract Summary).

Extended right to cancel your Contract

If we have not complied with Applicable Laws in relation to unsolicited consumer agreements, you may also have a right to cancel your Contract with us by contacting us, either orally or in writing. Refer to our contact information attached to this Contract. You may have up to 6 months to cancel this Contract in certain circumstances.

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

Our details

Name: **Alinta Energy Retail Sales Pty Ltd**
ABN 22 149 658 300 [us]

Address: **Level 16, 40 City Road, Southbank VIC 3006**

Postal address for sending of this notice by post:

PO Box 16196, Collins Street West VIC 8007

Email address: **customer.service@alintaenergy.com.au**

Fax number (if any): **1300 781 235**

Goods or services: [Electricity]/[Gas]/[Electricity and gas]

Cost of goods or services: Refer to your Contract Summary

Acceptance Date: ...../...../.....

Account number: .....

Your Customer details

Name of Customer: .....

Customer's Supply Address: .....

.....

I WISH TO CANCEL THIS CONTRACT

Signed by the Customer: .....

Date: ...../...../.....

Information about when you can terminate your Contract with us under Australian Consumer Law

You have a right to cancel your Contract without penalty during the Cooling-Off Period.

Unsolicited consumer agreement

If the Contract is an unsolicited consumer agreement under the Australian Consumer Law, and we have not complied with the relevant provisions, you may also have an extended right to cancel your Contract with us.

You can cancel your Contract within 3 months starting on the day after the day on which the agreement was made if we have contravened provisions under the Australian Consumer Law:

- limiting the dates and times during which we are permitted to negotiate such an agreement with you;
- requiring us to clearly disclose and advise you of the purpose of negotiating such an agreement with you and to provide you with information relating to our identity; or
- requiring us to immediately leave your property or otherwise cease negotiation upon your request.

You can also cancel your Contract within 6 months starting on the day after the day on which the agreement was made if we have contravened provisions under the Australian Consumer Law:

- requiring us to provide you with information about your right to terminate the agreement before you accepted the agreement, and if you had entered the agreement over the telephone, requiring us to subsequently provide you with this information in writing;
- where applicable, limiting us from supplying you with Energy within 10 Business days from and including the day after you signed or received a copy of the agreement;
- requiring us to provide you with a copy of the agreement at the time you entered into the agreement, or if you entered into the agreement over the telephone, within 5 Business Days;
- requiring us to ensure the agreement you are provided with is printed clearly and transparent and includes:
  - in full, all terms of the agreement (including payment details);
  - a notice that informs you of your consumer right to terminate the agreement and that is accompanied with a cancellation form;
  - details of our name, ABN, business address (not a PO box), email address and fax number;
  - if the agreement was not negotiated by telephone, includes your signature; and
  - if the agreement was negotiated and signed on our behalf, includes the agent's full name, business address (not a PO box) and email address.

You may also have additional termination rights as set out in the Terms of your Contract.

NEED TO GET IN TOUCH?

alintaenergy.com.au/contactus

13 37 02
Monday to Friday 8am to 6pm or
Saturday 8am to 12pm

MC1081-EC-Market-Retail-Contract-Jul25

alintaenergy