



Form 1

# Important notice of your right to cancel agreement

To: (insert customer's first and last name) \_\_\_\_\_

of: (insert customer's address) \_\_\_\_\_

Sales Consultant I.D: (if known) \_\_\_\_\_

You are entitled to cancel the agreement(s) you made on   /   /   relating to the supply of: (tick applicable)

Electricity  a GreenPower Green Product

Gas  a Green Gas Green Product

with Origin\* within 10 business days, starting the day after this agreement was made, or if you entered into this agreement by telephone or online, the day after you received this agreement.

**IMPORTANT DETAILS ABOUT YOUR RIGHTS ARE SET OUT IN THIS NOTICE AND IN THE AGREEMENT CANCELLATION NOTICE (Form 2) PROVIDED TO YOU WITH THIS NOTICE**

I have received this Notice of my right to cancel the agreement, and a copy of an agreement cancellation notice. I note that the person who calls at my home to make this agreement (referred to as the dealer or marketer) may not be the person who actually supplies the goods or services.

Signed by the Customer: \_\_\_\_\_

Date:   /   /

\*Origin means:

- **In relation to the supply of electricity and GreenPower Green Products:**  
Origin Energy Electricity Ltd (ABN 33 071 052 287)
- **In relation to the supply of gas and Green Gas Green Products, for Customers in:**
  - *New South Wales:* Origin Energy LPG Ltd (ABN 77 000 508 369);
  - *South Australia, Queensland and Northern Territory:* Origin Energy Retail Ltd (ABN 22 078 868 425); and
  - *Victoria:* Origin Energy Retail Ltd (ABN 22 078 868 425) in and around Mildura and Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283) in all other areas of Victoria.

**If you would like to cancel your agreement with us, simply call 1300 726 133.**

**Or alternatively**

Please complete "Form 2" which is the **Cancellation Notice – Unsolicited consumer agreement** (if possible, also attaching a photocopy of the front page of your agreement with us) and deliver it to us by fax or mail or email using the details provided below.

**by MAIL: PO Box 16012, Collins St West, VIC 8007** or

**by FAX: 1800 688 834**

**by EMAIL: enquiry@originenergy.com.au**

## Form 1

You also have a right to cancel the agreement if there has been a failure to comply with the law.

### **You may be entitled to cancel the agreement within 3 MONTHS of the date of the agreement if:**

- a) The marketer called on you:
  - at any time on a Sunday or public holiday; or
  - before 9.00 am or after 5.00pm on a Saturday; or
  - before 9.00 am or after 6.00pm on any other day unless the marketer has an appointment to call at another time; or
- b) The marketer:
  - failed to leave when you asked; or
  - failed to show you an identity card; or
- c) a marketer did not produce an identity card setting out their full name and, if the marketer is the supplier of the goods or services – the marketer's address and, if the marketer is not the supplier of the goods or services the supplier's full name and address; or
- d) a marketer did not clearly explain the purposes of the call, or that they must leave the premises immediately when you ask;

### **You may be entitled to cancel the agreement within 6 MONTHS of the date of the agreement if:**

- e) the agreement did not set out in full all the terms of the agreement before you signed the agreement; or
- f) the agreement did not include:
  - the total amount to be paid by you or how the amount was to be calculated; or
  - any postal or delivery charges; or
- g) you were not given a copy of the agreement and associated documents (which includes this Notice (Form 1) and the Cancellation notice – Unsolicited Consumer Agreement) at the time you agreed to buy the goods or services; or
- h) a supplier required or accepted money from you or has supplied services during the 10 business day cooling-off period (except where permitted by law) or did not inform you that they were not permitted to do so; or
- i) the agreement did not state on the front page: 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; or
- j) if you have bought services door-to-door, you did not sign the front page of the agreement or the date you signed the agreement was not stated on the front page; or
- k) if any amendments to the agreement are not signed by both parties to the agreement; or
- l) if the agreement is signed by a person on the supplier's behalf – the agreement does not state that the person is acting on the supplier's behalf and set out in full: (i) the person's name; (ii) the person's business address (not being a post box) or, if the person does not have a business address, the person's residential address; and (iii) if the person has an email address – the person's email address; or
- m) the agreement is not printed clearly or typewritten (apart from any amendments which may be handwritten);
- n) the agreement is not transparent; or
- o) the agreement does not conspicuously and prominently set out in full: (i) the supplier's name; (ii) if the supplier has an ABN – the supplier's ABN; (iii) if the supplier does not have an ABN but has an ACN – the supplier's ACN; (iv) the supplier's business address (not being a post box), or if the supplier does not have a business address, the supplier's residential address; (v) if the supplier has an email address – the supplier's email address; and (vi) if the supplier has a fax number – the supplier's fax number.

## Form 1 (continued)

If you have bought services door-to-door, cancelling an agreement after the cooling-off period can be complicated and you will have to pay for any services received before cancellation.

**If you are a customer in Victoria:** you can contact Consumer Affairs Victoria if you have any queries about your rights to cancel the agreement under the Fair Trading Act 1999 (Vic).

**If you are a customer in New South Wales:** you can contact the NSW Office of Fair Trading if you have any queries about your rights to cancel a green product agreement under the Fair Trading Act 1987 (NSW) or an energy agreement.

**If you are a customer in Queensland:** you can contact the QLD Department of Justice and Attorney – General on 13 13 04 or visit their closest office.

**If you are a customer in South Australia:** you can contact the Consumer Affairs Branch of the Office of Consumer and Business Affairs.

**If you are a customer in Northern Territory:** you can contact the Consumer Affairs section of the Department of Justice.

## Section 82

Form 2

# Australian Consumer Law

### Cancellation notice – Unsolicited consumer agreement

#### 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 this 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 may 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 (to be completed by the supplier)

Name: Origin\*

\*Origin means:

*In relation to the supply of electricity and GreenPower Green Products: Origin Energy Electricity Ltd (ABN 33 071 052 287)*

*In relation to the supply of gas and GreenGas Green products, for Customers in:*

- **New South Wales:** Origin Energy LPG Ltd (ABN 77 000 508 369)
- **South Australia, Queensland and Northern Territory:** Origin Energy Retail Ltd (ABN 22 078 868 425)
- **Victoria:** Origin Energy Retail Ltd (ABN 22 078 868 425) in and around Mildura and Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283) in all other areas of Victoria.

Address: VIC: Level 21, 360 Elizabeth Street, Melbourne VIC 3000. SA & NT: 1 King William Street, Adelaide SA 5000. NSW: 264 – 278 George Street, Sydney NSW 2000. QLD: 339 Coronation Drive, Milton QLD.

Email address (if any): enquiry@originenergy.com.au

Fax number (if any): 1800 688 834

Details of goods or services supplied under the agreement:  electricity  a GreenPower Green Product  gas  a Green Gas Green Product

(please tick)

Cost of goods or services: Calculated in accordance with the agreement

Date of agreement: DD / MM / YY

Transaction number (if any): \_\_\_\_\_

#### Consumer details

Name of consumer: \_\_\_\_\_

Consumer's address: \_\_\_\_\_

#### I WISH TO CANCEL THIS AGREEMENT

Signed by the consumer: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:** You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.