



# A few things you need to know

**Electricity Supply Standard Form Contract**  
Terms and Conditions for  
Small Business Customers

March 2023



**alinta**energy

Alinta Sales Pty Ltd trading as Alinta Energy ABN: **92 089 531 984**

Address: **PO Box 8348 PERTH BC, WA 6849**

Email: **business\_sales@alintaenergy.com.au**

Phone: **+61 8 9486 3252**

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Signature of customer

/ /  
Date

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Name of customer

### **Notice if this is an unsolicited consumer agreement**

Guidelines about whether this is an unsolicited consumer agreement are set out on the following page.

### **Important notice to the customer**

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 and how you can cancel the agreement are set out in clause 31.

**Please retain this document for your records.**

## **Information about unsolicited consumer agreements**

The Australian Consumer Law sets out when an agreement is an “unsolicited consumer agreement”. If you would like more information about unsolicited consumer agreements, you should contact the Australian Competition and Consumer Commission. If you would like advice about whether your agreement with Alinta Energy is an unsolicited consumer agreement, you should speak to a lawyer.

For your information, we have set out the following guidelines about when an agreement may be an unsolicited consumer agreement.

### **Guidelines about when your agreement with Alinta Energy may be an unsolicited consumer agreement**

- 1) This agreement may be an unsolicited consumer agreement if it is made as a result of negotiations between you and Alinta Energy:
  - (a) in each other’s presence at a place other than Alinta Energy’s business or trade premises or by telephone; and
  - (b) you did not invite Alinta Energy to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of the goods or services supplied under this agreement (whether or not you made such an invitation in relation to a different supply).
- 2) You are not a consumer, and this agreement is not an unsolicited consumer agreement, if you acquired the goods, or held yourself out as acquiring the goods:
  - (a) for the purpose of re-supply; or
  - (b) for the purpose of using them up or transforming them, in trade or commerce:
    - (i) in the course of a process of production or manufacture; or
    - (ii) in the course of repairing or treating other goods or fixtures on land.
- 3) The Australian Consumer Law and the regulations supporting it set out other circumstances in which an agreement may be an unsolicited consumer agreement and also provide a number of exceptions and further detail relating to the above information.

## **Welcome**

### **A new way with energy**

At Alinta Energy, we're doing things differently. We're going right back to basics. Making energy really simple. The way it should be – more helpful, more transparent and more informative. Innovative energy plans. Offers that make sense. Better ways to do business. Phone calls answered promptly. Questions answered in a straightforward way. Bills explained in real terms.

### **An understanding**

Over the years we've learnt a lot from our customers. We've learnt a lot about people too. We know that Australians are doing it tough, so we're here to help. We're committed to making energy more affordable, for all Australians.

### **A better way with energy**

Our challenge and commitment is to make energy more affordable. You'll likely find us more straightforward and easier to deal with than many other energy retailers. Whether it's getting through to us promptly on the phone or being able to smooth your energy account payments in monthly instalments.

**Enjoy the Alinta Energy difference!**

## How to contact the Alinta Energy team

### Registered office address

Level 13, Grosvenor Place, 225 George Street  
SYDNEY NSW 2000

### Business address

Level 18, Raine Square, 300 Murray Street  
PERTH WA 6000

### Postal address

PO Box 8348  
PERTH BC, WA 6849

### Telephone

### Business Sales

(08) 9486 3252  
Monday to Friday from 9am to 5pm

### Customer Services

13 13 58

Monday to Friday from 8am to 6pm and Saturdays from  
8am to 12pm WST.

(Local call fee from anywhere in WA excluding mobiles).

### Interstate

1800 677 945

### Overseas

+61 8 9210 2005

### E-mail

[business\\_sales@alintaenergy.com.au](mailto:business_sales@alintaenergy.com.au)

### Emergency telephone number (network operator)

13 13 51  
(24 hours a day, 7 days a week)

### Privacy Officer

[privacy@alintaenergy.com.au](mailto:privacy@alintaenergy.com.au)

### Website

[alintaenergy.com.au](http://alintaenergy.com.au)

**Any changes to our contact details will be published.**

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## **1. What these terms and conditions are about**

These are the terms and conditions forming part of the legally binding contract for us to sell you electricity at the supply address, and for you to pay us for that electricity.

These terms and conditions apply to small business electricity customers only. They do not apply to residential customers who use electricity for domestic use only.

Subject to all relevant laws, these terms and conditions set out our rights and obligations and your rights and obligations regarding that sale.

A list of defined terms can be found in clause 34.1.

## **2. We will sell you electricity**

### **2.1. Electricity supply**

We will sell you electricity on these terms and conditions and arrange for supply of electricity to the supply address by the network operator.

### **2.2. Service standards**

We will sell electricity to you in accordance with the standards of service set out in the relevant regulations and the relevant codes.

## **3. Prices and fees**

### **3.1. Prices you will pay**

You must pay us the price for the electricity we sell to you under the contract.

The price will be no more than the maximum amount permitted by relevant regulations and relevant codes.

### **3.2. You must also pay fees**

You must pay any fees which apply to you, in addition to the price. We can charge you the following fees:

- (a) account establishment;
- (b) credit card payment;
- (c) dishonour (see clause 7.3);
- (d) account service;
- (e) meter testing (see clause 5.2);
- (f) overdue notice (see clause 7.3);
- (g) meter reading (see clauses 5.1 and 17);
- (h) turning off your electricity in some circumstances (see clauses 21.2, 21.4 and 21.7);
- (i) turning your electricity back on in some circumstances (see clauses 21.1, 21.2, 21.4, 21.7 and 21.8);



- (j) removing or physically disconnecting the meter (see clause 23);
- (k) replacing or physically reconnecting the meter (see clause 23); and
- (l) other non-standard connection costs.

We can charge other fees as well. If we charge a fee not listed in this clause, we will publish it.

### **3.3. We can change the price and the fees**

We can:

- (a) change the price from time to time; and
- (b) change, add, or remove fees.

When we do so, we will publish the changed price or fee and the date from which the change commences.

We will give you notice of the changed price or fee on your next bill.

## **4. The term of this contract**

### **4.1. When this contract begins**

This contract begins on the earlier of:

- (a) the day that you start using electricity at the supply address, where we are financially responsible for selling electricity to the supply address in accordance with relevant regulations and relevant codes; and
- (b) the day that you accept our offer, whether you do this by:
  - (i) signing our offer form;
  - (ii) verbally accepting an offer made over the telephone; or
  - (iii) accepting our offer electronically.

### **4.2. When we start selling you electricity**

You must pay us for electricity from:

- (a) the day you start using electricity at the supply address, where we are financially responsible for selling electricity to the supply address (this is known as a "deemed contract"); or
- (b) if you have accepted our offer, when:
  - (i) we are satisfied with your eligibility for our offer;
  - (ii) we are satisfied with your creditworthiness;
  - (iii) you have provided us with acceptable identification (see clause 16.3);

- (iv) the cooling-off period has expired (where applicable);
- (v) the supply address has its own meter with a unique identifier;
- (vi) we have become financially responsible for selling electricity to the supply address; and
- (vii) electricity is turned on at the supply address.

#### **4.3. When this contract ends**

This contract continues until either you end the contract (see clause 25.1) or we end the contract (see clause 25.2).

#### **4.4. Deemed contract**

If you start using electricity at the supply address before accepting an offer from us and where we are financially responsible for selling electricity to the supply address, then within five (5) days after becoming aware that you are taking supply, we will notify you in writing:

- (a) that we are the default retailer at the supply address;
- (b) that electricity is deemed to be supplied under this contract; and
- (c) of the terms and conditions for continued electricity supply at the supply address.

### **5. How we calculate the quantity of electricity you have used**

#### **5.1. Meter reading**

The meter measures the quantity of electricity you use.

The network operator will read your meter and we will bill you according to the quantity of electricity you have used.

You must provide the network operator with safe and unrestricted access to your meter to read the meter.

The reading on your meter is conclusive evidence of the quantity of electricity you have used, unless there is a metering inaccuracy.

If we or the network operator find that the meter is inaccurately measuring the quantity of electricity you use, we can arrange for the meter to be changed. There is no fee for this change.

#### **5.2. You can ask for a meter test**

You can ask to have your meter tested, to ensure it is measuring accurately in accordance with relevant regulations and relevant codes.

If you request a meter test, you must pay a meter testing fee.

If your meter is not measuring accurately:

- (a) we will refund the meter testing fee to you;

- (b) the network operator will decide whether the meter needs to be repaired or replaced; and
- (c) we will deal with any undercharging or overcharging caused by the inaccurate meter (see clause 8).

There is no fee for having an inaccurate meter repaired or replaced, unless you have damaged or interfered with the network equipment.

We will try to respond to your request for a meter test within seven (7) business days.

### **5.3. We can base your bill on estimates of your electricity use**

If we don't have an actual meter reading in time to prepare your bill (for example, if it wasn't possible to access your meter to read it), we can estimate the quantity of electricity you have used based on either:

- (a) your prior billing history; or
- (b) if you have no prior billing history, our estimate of the average electricity use:
  - (i) at the price you are paying;
  - (ii) for your type of meter; or
  - (iii) at the supply address.

If we use estimates in your bill:

- (c) we will say on your bill that we have done so;
- (d) the estimates will be calculated using the methods set out in the relevant regulations and relevant codes; and
- (e) except in the case of a final bill, we will adjust your bill if an actual meter reading subsequently becomes available.

If you request it, we will tell you:

- (f) the basis of the estimation; and
- (g) the reason for the estimation.

You may also request:

- (h) a verification of energy data; and
- (i) a meter reading.

If we use estimates in your bill because you have failed to provide access to your meter and later you request us to replace your bill with a bill based upon an actual meter reading, we will do so if you:

- (j) allow the network operator to access your meter; and
- (k) pay us the relevant meter reading fee.

Wherever the contract refers to a meter reading, it includes an estimation under this clause.

## **6. How we will bill you**

### **6.1. When bills are issued**

We will issue you with a bill at least once every 100 days, unless we agree a shorter billing period with you.

We can decide how often we bill you but it will be no more than once a month. If you do not pay the full amount payable by the due date on three (3) consecutive bills we can place you on a shortened billing cycle, which means you may have to pay your bills more frequently.

Once on a shortened billing cycle, if you pay three (3) consecutive bills by the due date, you can request to be placed back on your original billing cycle.

### **6.2. Bill contents**

Each bill will include the information prescribed by relevant regulations and relevant codes.

We will itemise prices, fees, charges and any adjustments separately on each bill.

### **6.3. How bills are issued**

We will issue your bill to the address you nominate to us for this purpose, which can be:

- (a) the supply address;
- (b) your postal address; or
- (c) your email address, in which case you will receive an electronic bill ("E-bill") from us.

If you have not nominated an address for billing purposes and you have provided us with your email address, we will send your bill to your email address.

### **6.4. Historical debt**

If we identify an historical debt, and we decide to bill you for that debt, we will advise you of:

- (a) the amount of the historical debt; and
- (b) the basis of the historical debt, before, with, or on your next bill.

## **7. Paying your bill**

### **7.1. You must pay your bill**

For each bill, you must pay the full amount payable by the due date shown on your bill, unless we have agreed a different date with you.

We will give you options as to how you can pay your bill. Your bill will show the payment options available, which may include paying:

- (a) in person at a payment outlet;
- (b) by cheque via mail;
- (c) by direct debit;
- (d) by electronic funds transfer using BPay; and
- (e) by credit card or debit card over the telephone and online.

We will not accept any alternative payment methods unless they have been agreed by us with you in writing.

## **7.2. Payments in advance**

If you request, you can also make payments to us in advance.

You will not be paid any interest on a payment made to us in advance.

## **7.3. If you do not pay your bill**

If you do not pay the full amount payable by the due date on your bill, we can:

- (a) charge you interest on the amount you haven't paid (see clause 7.6);
- (b) charge you a fee for each overdue notice we send you;
- (c) shorten your billing cycle, which means you may have to pay your bills more frequently. Once on a shortened billing cycle, if you pay three consecutive bills by the due date, you can request to be placed back on your original billing cycle; and
- (d) turn off your electricity (see clause 21.1).

If you pay by cheque and the cheque is dishonoured or reversed (these are often called "bounced"), and as a result we have to pay bank charges, you must:

- (e) reimburse us for those fees; and
- (f) pay us a dishonour fee.

## **7.4. If you are having trouble paying**

If you are having trouble paying your bills, you should let us know as soon as possible. Our contact details appear at the front of this document and are included on each bill.

We will consider any reasonable request for alternative payment arrangements.

## **7.5. Debt recovery**

If you haven't paid your bill in full after we have sent you two (2) overdue notices, we can refer your debt to a debt collection agency.

If we do, you must pay the agency's fees and any reasonable legal costs we incur in recovering your debt.

We will not commence proceedings to recover your debt if you continue to make the required payments under an alternative payment arrangement agreed by us with you in writing.

If you request it, we can transfer your debt to another customer if we are able to obtain that customer's verifiable consent to the transfer.

## **7.6. Interest rate**

The interest rate you pay on amounts you have not paid us will be the standard interest rate we publish for customers paying the price you pay.

We can change the standard interest rates from time to time, and when we do we will publish the change.

The interest rate will be three (3) percentage points above the quoted rate for a one (1) month bank bill quoted by one of the Commonwealth Bank of Australia, Australia and New Zealand Banking Group Limited or National Australia Bank Limited.

## **7.7. Review of bill**

You can ask us to review your bill. Before we will review your bill, you must pay us:

- (a) the portion of the bill which you and we agree is not in dispute; or
- (b) an amount equal to the average amount of your bills over the previous 12 months (excluding the bill that you have asked us to review), whichever is less.

If we review your bill, we must inform you of the outcome of the review as soon as we can and if we have not informed you within 20 business days we will notify you of the status of the review as soon as practicable.

If we review your bill and we are satisfied that your bill is correct, we:

- (c) may require you to pay the unpaid amount;
- (d) must tell you that you may request a meter test; and
- (e) must tell you about our complaints handling process and how to contact the Energy Ombudsman (see clause 13).

If we review your bill and we are satisfied that your bill is incorrect, we will adjust your bill in accordance with clauses 8.1 and 8.2.

## **8. If we undercharge or overcharge you**

### **8.1. Undercharging**

If we undercharge you because of an error, including a meter error, then we can ask you to make a correcting payment, but:

- (a) the correcting payment will be limited to the amount undercharged in the 12 months before the date on which we notify you that an undercharging has occurred;
- (b) we will show the correcting payment as a separate item on your bill, with an explanation; and
- (c) we will not charge you interest on the correcting payment.

You can pay the correcting payment by instalments.

Clause 21.7 explains what happens if we undercharge you because of fraud, or because you have breached the contract (for example, by bypassing the meter).

### **8.2. Overcharging**

If we overcharge you, then:

- (a) if the amount overcharged is less than \$100, we will credit the amount to your next bill; or
- (b) if the amount overcharged is \$100 or more, we will do our best to tell you within 10 business days after we become aware of the overcharge and ask whether we should credit the amount to:
  - (i) your next bill; or
  - (ii) a bank account nominated by you.

If we receive your instructions under (b) within five (5) business days, we will pay the amount in accordance with your instructions within 12 business days of receiving those instructions, otherwise we will do our best to credit the amount to your next bill.

If you owe a debt to us, we may, with notice, use the overcharge amount to set off that debt.

## **9. Communicating with you**

We will send any notices or information under this contract to you by electronic means using the details that you have provided to us.

If we cannot deliver communications to you by electronic means, or if we know that you are not able to receive things by electronic means, then we may send those communications to you by other means, including by post.

## 10. Information available to you

We publish general information relevant to the sale of electricity by us on our website.

If you request it, we will provide you, at no charge, with:

- (a) information about concessions and the organisations responsible for administering these;
- (b) information about energy efficiency, including cost-effective and efficient ways to use electricity and the typical running costs of major appliances;
- (c) information about our complaints handling process and how to contact the Energy Ombudsman if you are not satisfied with our handling of your complaint (see clause 13);
- (d) a copy of the Code of Conduct;
- (e) the fees and prices payable under the contract and, if any, other prices that may be available to you; or
- (f) a copy of the contract.

## 11. Things you must tell us

You must tell us as soon as possible if:

- (a) there is a change in the person responsible for paying your bills;
- (b) there is a change to your billing address or contact details;
- (c) you change the way you use electricity (for example, if you are planning on using electricity for a different purpose, or are planning on using more or less electricity than you currently use);
- (d) you change something at the supply address which makes access to the meter more difficult;
- (e) you are planning a change to your equipment which might affect the quality or safety of any electricity supply to you or anyone else; or
- (f) you become aware of any problem with the network equipment at, or reasonably close to, the supply address.

## 12. Things you must not do

You must not:

- (a) tamper with or bypass or otherwise interfere with the network equipment or allow anyone else to do so;
- (b) without our prior permission, turn your electricity back on at the meter if it has been turned off by the network operator.



### **13. Complaints**

You may make a complaint to us about anything we have done or have failed to do.

We will manage any complaint made by you in accordance with our complaints handling process, relevant regulations and relevant codes.

If we receive a written complaint from you, we will:

- (a) acknowledge your complaint within 10 business days; and
- (b) respond to your complaint by addressing the matters in the complaint within 20 business days.

We will inform you of the outcome of your complaint and, unless you advise us that the complaint has been resolved in a manner acceptable to you, we will inform you:

- (c) of our reasons regarding the outcome;
- (d) that if you are not satisfied with the outcome, you can refer the complaint to the Energy Ombudsman; and
- (e) of the contact details for the Energy Ombudsman.

If you make a complaint to us that does not relate to our functions, we will advise you of the appropriate entity to deal with the complaint.

### **14. Network equipment and your equipment**

The network operator is responsible for providing, installing, and maintaining the network equipment at the supply address.

You must:

- (a) inspect and look after your equipment;
- (b) keep your equipment in good working order and good condition;
- (c) not let anyone other than a licensed electrical contractor work on your equipment;
- (d) protect network equipment from damage and interference; and
- (e) not use electricity in a way that interferes with network equipment or with the supply of electricity to anyone else, or in a way that causes loss to anyone else.

## 15. You must allow access to the supply address

You must let the network operator have safe and unrestricted access to the supply address when the network operator needs it:

- (a) to read, test, maintain, inspect, alter, or replace the meter;
- (b) to inspect or work on any network equipment;
- (c) to turn your electricity supply off or on;
- (d) to inspect your equipment (although we are under no obligation to do so); or
- (e) for any other reason having to do with the contract.

We or the network operator will give you notice as required by relevant regulations and relevant codes before coming onto the supply address, except:

- (f) for a routine meter reading or meter replacement;
- (g) in an emergency; or
- (h) if we suspect electricity is being used illegally at the supply address (for example, if we suspect that you are bypassing your meter).

A person coming onto the supply address on our behalf must display official identification that they are our agent and show you such identification if you request it.

## 16. Moving into the supply address

### 16.1. New electricity connection

You must apply to us before we will sell electricity to a supply address without an existing connection. We do not have to sell electricity to you unless:

- (a) adequate electricity supply is available at the boundary of the supply address;
- (b) your equipment complies with relevant regulations and relevant codes;
- (c) any notices of installation or completion concerning your equipment is provided by you to us if we request it;
- (d) a meter is installed at the supply address and available for our use; and
- (e) any other requirements under relevant regulations and relevant codes are met.

If the above conditions are met, we will, unless agreed otherwise with you, forward your connection request to the network operator, where:

- (f) you have applied (in person, by telephone or in writing) before 3pm on a business day, that same day, or the next business day if the request is received by us after 3pm or on a Saturday, Sunday or public holiday;
- (g) you have provided us with acceptable identification (see clause 16.3);
- (h) if the supply address is a rental property and you are the tenant, you have provided us with the contact details of the property's owner or agent;
- (i) you have agreed to pay all relevant prices and fees;
- (j) you have provided us with contact details for billing;
- (k) you have provided a security deposit if we have required it (see clause 17);
- (l) you have no outstanding debt relating to the sale of electricity by us (other than debt which is either the subject of a dispute or for which we have agreed to an alternative payment arrangement with you);
- (m) you have arranged for us to be provided with any notices and other information that we have requested; and
- (n) you let the network operator have access to the supply address under clause 15.

We will charge you for electricity used at the supply address from the date electricity is connected to the meter installed at the supply address.

## **16.2. Existing electricity connection**

You must apply to us before we will sell electricity to a supply address with an existing connection. We do not have to sell electricity to you unless:

- (a) adequate electricity supply is available at the boundary of the supply address;
- (b) your equipment complies with relevant regulations and relevant codes;
- (c) a meter is installed at the supply address and available for our use; and
- (d) any other requirements under relevant regulations and relevant codes are met.

If the above conditions are met, we will, unless agreed otherwise with you, forward your connection request to the network operator where:

- (e) if you have applied (in person, by telephone or in writing) before 3pm on a business day, that same day, or the next business day if the request is received by us after 3pm or on a Saturday, Sunday or public holiday;
- (f) you have provided us with acceptable identification (see clause 16.3);

- (g) you have agreed to pay all relevant prices and fees;
- (h) you have provided us with contact details for billing;
- (i) you have provided a security deposit if we have required it (see clause 17);
- (j) you have no outstanding debt relating to the sale of electricity by us (other than debt which is the subject of a dispute or for which we have agreed an alternative payment arrangement with you);
- (k) you have arranged for us to be provided with any notices and other information that we have requested; and
- (l) you have let the network operator have access to the supply address under clause 15.

We will do our best to arrange for you to be connected in accordance with the standards maintained by the network operator.

We can ask you to pay for all electricity used at the supply address since the final meter reading for the previous customer was taken (see clause 17).

If the network operator did not do a final meter reading on the day the previous customer moved out, we will estimate how much electricity you used and how much the previous customer used. We will try to share the cost of electricity between you and the previous customer so that:

- (m) you and the previous customer each pay a fair share; and
- (n) we don't overcharge or undercharge you.

We will do this by proportioning the electricity usage from the date of the last meter reading and the date you moved into the supply address.

### **16.3. Acceptable identification**

We can require you to provide us with acceptable identification before we will sell electricity to you at the supply address.

We can ask you to provide us with a copy of:

- (a) your driver's licence;
- (b) your current passport;
- (c) your pensioner concession card or other entitlement card issued by or on behalf of the Commonwealth or a State or Territory;
- (d) your birth certificate; or
- (e) another form of photographic evidence acceptable to us.

We can ask you to provide us with a copy of:

- (f) any of the forms of identification in (a)–(e) for at least one (1) of the individuals who conducts your business or enterprise, if you are a sole trader or a partnership comprising individuals;
- (g) the Australian Company Number (ACN) or Australian Business Number (ABN) of each body corporate, if you are a body corporate or a partnership comprising bodies corporate; or
- (h) any of the forms of identification in (a)–(e) for at least one (1) of the individuals who conducts your business or enterprise and the Australian Company Number (ACN) or Australian Business Number (ABN) of each body corporate, if you are a partnership comprising one (1) or more individuals and one (1) or more bodies corporate.

## 17. Security deposits

### 17.1. We may ask you to pay a security deposit

We can ask you to provide us with a security deposit at the time you ask us to sell electricity to you under this contract and at any time during the term of this contract.

We will only ask you to pay a security deposit where:

- (a) you owe us an amount in relation to the sale of electricity at any supply address, unless you have disputed the bill relating to that amount and the bill is subject to a review by us or you have made a complaint to the Energy Ombudsman concerning the amount;
- (b) you do not have a satisfactory account payment record with us;
- (c) you do not have an acceptable credit history; or
- (d) within two (2) years before entering into the contract, you have fraudulently obtained supply or consumed electricity intentionally and unlawfully and your electricity has been turned off in accordance with clause 21.7 under the contract or a previous contract.

If we ask, you must:

- (e) give us permission to investigate your credit history; and
- (f) provide us with any information relevant to your credit history.

We will tell you the reason we have asked you to provide us with a security deposit, including, if we decide you have an unsatisfactory credit history or an unsatisfactory history relating to paying for electricity, the reasons for that decision. We will also advise you of our complaints handling process and how to contact the Energy Ombudsman.

If we ask you to pay a security deposit and you fail to pay that security deposit in whole or in part we may, as relevant, turn off your supply, or refuse to turn on your supply.

### **17.2. Amount of a security deposit**

If we ask you to pay a security deposit, we will not ask you to pay an amount that is greater than 37.5% of your estimated bills over a 12-month period, based on:

- (a) your billing data; or
- (b) the average consumption of electricity by a similar customer over a comparable 12-month period.

If we ask you to pay a security deposit, we will:

- (c) keep it in a separate trust account;
- (d) identify it separately in our accounting records; and
- (e) pay interest to you at the bank bill swap rate that accrues daily and is capitalised every 90 days unless paid.

### **17.3. Use of security deposit**

We will only use the security deposit (plus any accrued interest) in partial or in full to offset any amount you owe to us if:

- (a) you have failed to pay a bill resulting in electricity being turned off at the supply address and you have no right to reconnection under this contract; or
- (b) we have issued you a final bill because you ask us to turn electricity off at the supply address or you transfer to another electricity retailer.

Where we use the security deposit in accordance with this clause we will, within 10 business days:

- (c) provide you with a written statement of how it was used; and
- (d) repay the balance, together with any remaining interest, to you.

### **17.4. Repayment of security deposit**

Where you have provided a security deposit, we will repay the amount to you in accordance with your reasonable instructions, together with any accrued interest, within 10 business days after you:

- (a) have completed two (2) years of payment for the sale of electricity by the due date of the relevant bills;
- (b) leave the supply address;
- (c) ask us to turn electricity off at the supply address; or
- (d) transfer to another electricity retailer.

If you do not give us reasonable instructions, we will, if (a) applies, apply the repayment to your next bill; otherwise, we will apply the repayment to your final bill.

## **18. Moving out of the supply address**

If you move out of the supply address, you must give us:

- (a) at least five (5) business days' notice; and
- (b) an address where the final bill can be sent.

The network operator will take a final meter reading and then we will issue you with a final bill.

If you give us at least five (5) business days' notice before you move out, we will not ask you to pay for electricity supplied from the day you move out.

If you do not give us at least five (5) business days' notice before you move out, we can ask you to pay for electricity used at the supply address for up to five (5) business days after you have notified us that you have moved out.

If you leave the supply address and a new customer enters into a contract for that supply address, you will not be required to pay for any electricity supplied after the new customer becomes obliged to pay for electricity.

If the network operator does not read the meter on the day you move out, we will estimate how much electricity you used and how much the next customer used (see clause 5.3). We will try to share the cost of electricity between you and the next customer:

- (c) so that you and the next customer each pay a fair share; and
- (d) so that we don't overcharge or undercharge you.

If you have demonstrated to us that you were evicted or otherwise required to vacate the supply address, we will not require you to pay for electricity from the date that you give us notice.

## **19. If things happen beyond your or our control**

### **19.1. If things happen beyond your control**

You must pay your bill by the due date shown on the bill, even if something happens which is beyond your control.

If something beyond your control happens which makes you breach the contract:

- (a) you must tell us immediately; and
- (b) we may excuse that breach for as long as the thing beyond your control lasts.

## **19.2.If things happen beyond our control**

The supply of electricity to you can be affected by events beyond our control. If something beyond our control happens which makes us unable to perform our obligations under the contract, you must excuse that failure for as long as the thing beyond our control lasts.

The quality, continuity, reliability and other characteristics of your electricity supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, dangerous conditions, weather conditions, vandalism, system demand, the technical limitations of the distribution network, the location of your premises, interruptions for maintenance or repair, damage to the distribution network and the acts of other persons (such as the network operator), including at the direction of a relevant authority.

## **20. We can change these terms and conditions**

### **20.1.How we can change these terms and conditions**

We can change these terms and conditions without your consent, although before we can do this we must submit the changes for approval by the Economic Regulation Authority in accordance with the relevant regulations and relevant codes.

We will publish the changed terms and conditions. The terms and conditions will change on the published date.

We will give you notice of the changed terms and conditions on your next bill

### **20.2.If you don't like the changed terms and conditions**

If you don't agree to the changed terms and conditions of the contract, you can end the contract (see clause 25.1).

## **21. When your electricity can be turned off and when it will be turned on again**

### **21.1. Unpaid bills**

We can arrange for the network operator to turn off your electricity if

you haven't paid your bill for the supply address (or for any previous supply address) in full by the due date shown on the bill and

- (a) we haven't agreed with you an alternative payment arrangement for the amount you owe us; or
- (b) we have agreed with you an alternative payment arrangement for the amount you owe us but you don't keep to that arrangement.



Before your electricity can be turned off for non-payment of a bill, we will:

- (c) give you, in writing:
  - (i) a “reminder notice” at least 15 business days after the date the bill was issued, advising that payment is overdue and requiring you to pay by a specified date; and
  - (ii) if you then fail to pay before the date specified in the reminder notice, a “disconnection warning” at least 20 business days after the date the bill was issued, requiring you to pay by a specified date (which will be at least five (5) business days after the date of the disconnection warning ); and
- (d) do our best to contact you face to face, by telephone, post, or electronic means to notify of the proposed disconnection.

Your electricity cannot be turned off:

- (e) within one (1) business day after the expiry of the period referred to in the disconnection warning;
- (f) if the bill does not relate to the sale of electricity but relates to some other good or service; or
- (g) if the bill does not relate to the supply address or to a previous supply address of the customer.

We can charge you a fee for arranging for the network operator to turn off your electricity.

If your electricity is turned off for this reason and you either pay the amount due in full or agree to an alternative payment arrangement, we will arrange for the network operator to turn your electricity back on.

We can charge you a fee for arranging for the network operator to turn your electricity back on.

## **21.2. Not allowing access to the meter**

We can arrange for the network operator to turn off your electricity if you don't give the network operator safe and unrestricted access to the meter at the supply address for the purposes of reading, testing, inspecting, altering or replacing the meter or checking the accuracy of your consumption. Before your electricity is turned off for this reason:

- (a) the network operator will try to access the meter for at least 9 consecutive months;
- (b) on at least one (1) occasion when the network operator cannot access the meter, we will give you, in writing, five (5) business days' notice:
  - (i) advising of a date or timeframe during which you must provide safe access;

- (ii) where appropriate, informing you of alternative meters that may be suitable at the supply address; and
  - (iii) advising you that we can arrange for the network operator to turn your electricity off if you fail to provide access to the meter;
- (c) we will give you a chance to give the network operator access by some other reasonable arrangements;
- (d) we will do our best to contact you face to face, by telephone, post, or electronic means to notify you of the proposed disconnection; and
- (e) we will give you, in writing, a disconnection warning with at least five (5) business days' notice advising you of our intention to turn off your electricity.

We can charge you a fee for arranging for the network operator to turn off your electricity.

If your electricity is turned off for this reason and you provide access to the meter, we will arrange for the network operator to turn your electricity back on if you ask us to do so.

We can charge you a fee for arranging for the network operator to turn your electricity back on.

### **21.3. Emergencies**

We can arrange for the network operator to turn off your electricity without giving notice to you in an emergency, including an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person; or which destroys or damages, or threatens to destroy or damage, any property.

In this case, you can get information on the nature of the emergency and an estimate of when electricity supply is likely to be restored by contacting the network operator's 24-hour emergency telephone line.

We will do our best to arrange for the network operator to turn your electricity on again as soon as possible after the emergency is over.

Nothing in the contract limits our statutory powers in relation to emergencies and safety.

### **21.4. Health or safety reasons**

We can arrange for the network operator to turn off your electricity for health or safety reasons without giving notice to you, including for an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage, any property. This includes if you tamper with or bypass the meter or allow anyone else to do so (see clause 12).

If we are satisfied that the problem is fixed, we will use our best endeavours to arrange for the network operator to turn your electricity on again as soon as possible.

We can charge you fees for arranging for the network operator to turn your electricity off and back on again if the problem is your fault or is in your equipment.

### **21.5. Legal requirement**

We can arrange for the network operator to turn off your electricity for a period of time without notice to you, if we are required by law to do so.

If we ask you to use less electricity or stop using electricity, you must do as we ask.

In these circumstances, we will do our best to arrange for the network operator to turn your electricity on again as soon as possible.

### **21.6. Planned maintenance**

The network operator can interrupt your electricity when it is necessary for the network operator to carry out work on the electricity network.

Before the network operator interrupts your electricity for this reason, the network operator will give you notice as required by relevant regulations or relevant codes.

### **21.7. Unauthorised use of electricity**

We can arrange for the network operator to turn off your electricity:

- (a) if you commit a fraud relating to our sale of electricity to you at the supply address;
- (b) if you get electricity supplied to the supply address:
  - (i) illegally;
  - (ii) in breach of the contract; or
  - (iii) in breach of relevant regulations or relevant codes.

We can charge you a fee for arranging for the network operator to turn off your electricity, and we can ask you to pay any reasonable costs incurred in the process of turning off your electricity.

In addition, we or the network operator can measure (or estimate if necessary) the quantity of electricity which you haven't paid for and ask you to pay for that quantity.

If we arrange to turn off your electricity for this reason and you stop obtaining your electricity in the unauthorised way and pay all amounts owing to us, we will arrange for the network operator to turn your electricity back on if you ask us to do so.

We can charge you a fee for turning your electricity back on.

If we think you have used electricity illegally, we can tell the Economic Regulation Authority, the Police, or other legal and regulatory authorities (as appropriate) and give them any information we have in relation to your illegal use.

## **22. When your electricity cannot be turned off**

Your electricity cannot be turned off:

- (a) where you have provided us with a written statement from a medical practitioner that a person living at the supply address requires life support equipment;
- (b) where you have agreed to an alternate payment arrangement (see clause 7.4) and you have not deviated from this arrangement;
- (c) if you have made a complaint to us, or we are notified by the network operator, the Energy Ombudsman or another external dispute resolution body that there is a complaint, directly related to the reason for your electricity being turned off, and the complaint remains unresolved;
- (d) where the unpaid amount in your bill doesn't relate to the sale of electricity but relates to some other good or service; or
- (e) during the following timeframes:
  - (i) after 3pm on Monday to Thursday;
  - (ii) after 12 noon on a Friday; or
  - (iii) on a Saturday, Sunday, public holiday or the business day before a public holiday

unless your normal trading hours fall within the time frames set out in (i)–(iii) and do not fall within any other time period and it is not practicable for your electricity to be turned off at any other time.

## **23. Removing and disconnecting the meter**

Whenever your electricity is turned off under the contract, we can arrange for the network operator to remove the meter or physically disconnect the meter at the same time your electricity is turned off, or at a later time.

We can charge you separate fees for turning off your electricity and turning your electricity back on, including for:

- (a) removing or physically disconnecting the meter; and
- (b) replacing or physically reconnecting the meter.

## 24. When your electricity will be turned back on

If your electricity has been turned off because you:

- (a) failed to pay a bill (see clause 21.1);
- (b) did not provide the network operator access to the meter (see clause 21.2); or
- (c) obtained electricity in an unauthorised way (see clause 21.7)

we will arrange for the supply address to be reconnected subject to you:

- (d) making a request for reconnection;
- (e) paying the fee for reconnection and any amount you owe us, or we have agreed with you an alternative payment arrangement for the fee for reconnection and/or the amount you owe us; and
- (f) you have (as applicable) rectified the situation which caused your electricity to be turned off in the first place.

We will forward your request for reconnection to the network operator:

- (g) that same day, if:
  - (i) the request is received by us before 3pm on a business day; or
  - (ii) if:
    - A. the request is received by us after 3pm on a business day and before the close of normal business hours; and
    - B. you pay the network operator's relevant after-hours reconnection fee;
- (h) no later than 3pm on the next business day, if the request is received by us:
  - (i) after 3pm on a business day and you haven't paid the relevant after-hours reconnection fee; or
  - (ii) on a Saturday, Sunday or public holiday.

## 25. Ending the contract

### 25.1. You can end the contract

You can end the contract at any time, but you must give us at least five (5) days' notice of the day you want the contract to end (unless you transfer to another electricity retailer under clause 25.4).

If this contract is an "unsolicited consumer agreement" as set out in the Australian Consumer Law, you can end the contract within the cooling-off period by giving us notice that you want the contract to end.

We will not sell you electricity during the cooling-off period unless you request us to do so.

If you request us to sell you electricity during the cooling-off period but end the contract during the cooling-off period, you must pay us for any electricity supplied.

Clause 25.5 explains what happens when the contract ends.

### **25.2. We can end the contract**

Subject to all relevant laws, we can end the contract, or arrange for the network operator to turn off your electricity, without giving notice to you if you:

- (a) become insolvent;
- (b) go into liquidation;
- (c) become bankrupt;
- (d) commit a substantial breach of the contract (for example, if you bypass your meter or allow electricity delivered to the supply address to be used at another supply address); or
- (e) consume more than 160 MWh of electricity in any period of 12 months.

Subject to clause 25.3, we can end the contract by giving you notice that the contract is ended (see clause 25.5).

### **25.3. When we cannot end the contract**

Other than if you commit a substantial breach of the contract (for example, if you bypass your meter or allow electricity delivered to the supply address to be used at another supply address), we will not end the contract if you commit a breach of the contract unless we have:

- (a) a right to turn off supply under the contract, a written law, or relevant regulations or relevant codes; and
- (b) turned off supply to all supply addresses covered by the contract.

### **25.4. When the contract ends**

If you enter into a different contract with us, the contract ends when the cooling-off period (as applicable) of the new contract ends.

If you enter a contract with a different electricity retailer, the contract ends when you have been transferred to the other electricity retailer in accordance with the Customer Transfer Code.

Other than in circumstances included in clause 25.2, if your electricity is turned off under the contract, the contract won't end until you no longer have any right to have your electricity turned back on under the contract, law, relevant regulation or relevant code.

## **25.5. What happens when the contract ends**

If either you or we end the contract, on the last day of the contract we will arrange for the network operator to:

- (a) turn off your electricity; and
- (b) take a final meter reading.

We will then issue you with a final bill.

If your account is in credit, we will ask you for instructions as to whether the credit amount should be transferred to:

- (c) another account you may have with us; or
- (d) a bank account nominated by you.

Subject to relevant regulations and relevant codes, we can charge you a fee for having the network operator turn off your electricity and take a final meter reading, and for issuing you a final bill.

We can arrange for the network operator to remove any network equipment at any time after the contract ends, and you must let the network operator have safe and unrestricted access to the supply address to enable it to do so.

If you wish to start buying electricity from us again, you will need to apply for a new contract.

Ending the contract does not release you or us from an obligation (such as an obligation to pay bills) which arose before the contract ended.

## **26. Assigning the contract**

### **26.1. You must not assign the contract**

The contract is personal to you. You must not assign, transfer, subcontract, or otherwise dispose of any of your rights or obligations under the contract unless we agree.

### **26.2. We can assign the contract**

We can assign the contract, without notice to you, to any person or company who we believe has reasonable commercial and technical capability to perform its obligations under the contract. If we do, we will tell you about the assignment, either before or as soon as is reasonably practicable after it happens.

## **27. Privacy**

Our Privacy Policy describes the steps we take to ensure that any personal information held by us about you is dealt with in a confidential manner.

A copy of our Privacy Policy is available on our website at [www.alintaenergy.com.au/privacy](http://www.alintaenergy.com.au/privacy), or you can request a physical copy which we can provide to you without charge.

If you have any questions about our Privacy Policy or how we handle your personal information, you can contact our Privacy Officer, whose details can be found at the front of this document.

## **28. Exclusion clause**

### **28.1. Consequential loss**

This clause means that you might not be able to get compensation from us for some losses you might suffer as a result of our actions. The effect of this clause may be limited by law, in which case it has effect only as far as the law allows.

To the fullest extent permitted by law, we will not in any circumstances be liable to you for direct damage, including:

- (a) indirect loss;
- (b) consequential loss;
- (c) business interruption loss;
- (d) lost profits;
- (e) loss of an opportunity; or
- (f) your liability to other people under contracts or otherwise.

### **28.2. No warranty**

The quality, continuity, reliability and other characteristics of your electricity supply are subject to a variety of factors that are beyond our control as your retailer, such as accidents, emergencies, dangerous conditions, weather conditions, vandalism, system demand, the technical limitations of the distribution network, the location of your premises, interruptions for maintenance or repair, damage to the distribution network and the acts of other persons (such as the network operator), including at the direction of a relevant authority.

Unexpected fluctuations or interruptions in your electricity supply may cause damage or loss to your equipment. We recommend you take steps to protect your equipment when these fluctuations or interruptions occur.

Under the Australian Consumer Law, you are entitled to certain consumer guarantees.

Other than as required by applicable laws, relevant regulations or relevant codes we:

- (a) give no condition, warranty or undertaking and 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; and
- (b) are not liable for any loss, liability, claim or damage you may suffer because of electricity we may sell you under this contract.



To the extent permitted by law, our liability under this contract for breach of implied conditions, warranties or undertakings is limited to:

- (c) providing equivalent goods or services (including electricity) to the supply address; or
- (d) paying you the cost of replacing the goods (including electricity) or acquiring other equivalent goods.

## 29. Network operator

Under this contract we agree to sell you electricity, but we don't own or operate the electricity distribution network. The electricity distribution network is operated by the network operator, a separate company that physically supplies you with electricity through its distribution network.

This contract does not cover the physical connection of the supply address to the electricity distribution network, including network equipment, nor the maintenance of that physical connection and network equipment and the supply of electricity to the supply address. This is the role of the network operator.

You acknowledge the network operator is responsible for:

- (a) connecting the supply address to its electricity distribution network;
- (b) maintaining that physical connection;
- (c) supplying electricity to the supply address; and
- (d) the quality, reliability and other characteristics of the electricity.

Consequently, we are not responsible for the supply of electricity to you and therefore, subject to any applicable consumer guarantees under the Australian Consumer Law, we are not liable for any loss, liability, claim or damage you suffer because of any failure, fluctuation or defect in the supply of electricity to you by the network operator or because of any failure by the network operator to turn off or turn on your electricity supply.

## 30. Interpretation

### 30.1. Definitions

**In these terms and conditions, unless the contrary intention is shown:**

**“acceptable identification”** means identification listed in clause 16.3;

**“Alinta Energy”** means Alinta Sales Pty Ltd (ABN 92 089 531 984) trading as Alinta Energy;

**“Australian Consumer Law”** means schedule 2 to the *Competition and Consumer Act 2010 (Cth)*;

**“bank bill swap rate”** means the Australian Stock Exchange Bank Bill Swap Rate (BBSW) having a term equal to or nearest to 90 days, as published on the first day of the relevant 90 day period referred to in clause 17.2;

**“business day”** means a day which is not a Saturday, Sunday or public holiday in Western Australia;

**“Code of Conduct”** means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2022*, as made under section 79 of the *Electricity Industry Act 2004* and updated from time to time;

**“contract”** means the legally binding agreement between you and us, of which these are the terms and conditions;

**“cooling-off period”** means, if this is an “unsolicited consumer agreement” as set out in the Australian Consumer Law and

- (i) if the agreement was negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which you received a copy of this contract; or
- (ii) if the agreement was not negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which this agreement was made;

**“Customer Transfer Code”** means the *Electricity Industry (Customer Transfer) Code 2016* as approved by the Minister and updated from time to time;

**“Economic Regulation Authority”** means the body established by the *Economic Regulation Authority Act 2003*;

**“electronic means”** means the internet, email, facsimile, SMS or other similar means but does not include telephone;

**“Energy Ombudsman”** means the scheme established under section 92 of the *Electricity Industry Act 2004*;

**“fee”** means a charge other than a price;

**“historical debt”** means an amount outstanding for the supply of electricity to you at your supply address or previous supply addresses;

**“life support equipment”** means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme in Western Australia;

**“medical practitioner”** means a person registered under the *Health Practitioner Regulation National Law (WA) Act 2010* in the medical profession

**“meter”** means the equipment installed at the supply address to measure and record the quantity of electricity you use;

**“network equipment”** means equipment that is the property of the network operator, including the meter and any electrical facilities or other equipment used to transmit or measure electricity for delivery to you, before the point where electricity is transferred from the meter;

**“network operator”** means the operator of the electricity distribution network;

**“price”** means the charge for selling electricity as determined by us from time to time and published by us;

**“public holiday”** means a public holiday in Western Australia;

**“publish”** means to publish a thing in the ways set out in clause 30.2;

**“relevant codes”** means any codes and standards applying to our sale of electricity to you under the contract, including (as at the date of the contract) the Code of Conduct and the Australian Standard AS 10002:2022 *Guidelines for complaint management in organizations (ISO 10002:2018, NEQ)*;

**“relevant regulations”** means any laws and regulations applying to our sale of electricity to you under the contract, including (as at the date of the contract) the *Electricity Industry Act 2004* and the *Electricity Industry (Customer Contracts) Regulations 2005*;

**“security deposit”** means an amount required by us as security against payment of bills;

**“supply address”** means the address to which electricity will be supplied under the contract; and

**“we”** and **“us”** means Alinta Sales Pty Ltd (ABN 92 089 531 984) trading as Alinta Energy and includes our employees, subcontractors, agents and successors in title; and

**“work”** includes installing, operating, maintaining, renewing and/or replacing any network equipment; and

**“you”** means the person to whom electricity is (or will be) sold under the contract; and

**“your equipment”** means all electrical facilities and equipment used to transmit, control or use electricity located after the point where electricity is transferred to you from the meter at the supply address (except any network equipment).

## **30.2. How we publish things**

Where these terms and conditions say that we will publish something, we will:

- (a) advertise it in The West Australian newspaper (except where it relates solely to the Kalgoorlie-Boulder area, in which case we will advertise it in the Kalgoorlie Miner newspaper);

- (b) place details of it on our website; or
- (c) give you a notice of it.

Where we are required by law to do so, we will also publish something by putting a notice in the Government Gazette.

### 30.3. How we give notice

Unless these terms and conditions say otherwise, notice under the contract does not have to be in writing.

Notice is deemed to be given and received according to the following table:

In the case of...	notice will be deemed to have been given and received...
oral communication in person or by telephone	at time of communication
personal delivery	upon delivery
posting	three (3) business days after posting
facsimile	upon proof of transmission
email	when the sender's computer or other device from which the email was sent records that the email was successfully transmitted

### 30.4. Other rules of interpretation

The rules of interpretation contained in the *Interpretation Act 1984 (WA)* apply to the interpretation of these terms and conditions as though the contract were a written law, unless the contrary intention is shown.

### 30.5. Miscellaneous

#### Governing law

The contract is governed and construed in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the courts of Western Australia.

#### Laws, regulations, codes, etc

A reference to a law, regulation, code or standard is a reference to that law, regulation, code or standard as amended or replaced from time to time.

#### No waiver

A failure, delay or partial exercise of a power or right by us is not a waiver of that power or right and does not preclude a further exercise by us of that or any other power or right under the contract.

## Entire agreement

The contract constitutes the entire understanding between you and us concerning the subject matter of the contract. This clause operates to the extent permitted by law.

## Severability

If any clause of these terms and conditions is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

## 31. Your right to cancel this agreement

If this is an unsolicited consumer agreement, then in addition to your rights described in the agreement:

- (a) You have a right to cancel this agreement at any time:
  - (i) if the agreement was not negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which this agreement was made; or
  - (ii) if the agreement was negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which you received a copy of this agreement.
- (b) You also have a right to cancel this agreement at any time within 3 months from and including the day after you signed or received this agreement if there has been a breach of sections 73, 74, or 75 of the Australian Consumer Law:
  - (i) Section 73 re permitted hours for negotiating an unsolicited consumer agreement;
  - (ii) Section 74 re disclosing purpose and identity;
  - (iii) Section 75 re ceasing to negotiate on request.
- (c) You also have a right to cancel this agreement at any time within 6 months from and including the day after you signed or received this agreement if there has been a breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the Australian Consumer Law:
  - (i) Section 76 re Informing consumer of termination period;
  - (ii) Section 86 re prohibition on supplies for 10 business days;
  - (iii) Part 3-2, Division 2, Subdivision C re requirements for unsolicited consumer agreements, including the requirement to give a copy of the agreement to the consumer.

You may cancel this agreement by telling us over the telephone or in person that you would like to cancel the agreement or by:

- (d) giving us a notice personally; or
- (e) sending us a notice in an envelope addressed to:  
Alinta Energy PO Box 8348  
PERTH BC, WA 6849; or
- (f) sending us an email to:  
**business\_sales@alintaenergy.com.au**; or
- (g) calling us on **(08) 9486 3252** and saying that you would like to cancel the agreement.

You may use the notice on the following page of this agreement to let us know you would like to cancel the agreement.

To cancel your contract within 10 business days complete this notice and send it to us

**Cancellation notice – Unsolicited consumer agreement (under Section 82, 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 this agreement**

If we have not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting us, 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 us.**

Alternatively, write a letter or send an email to us.

**Our details**

**Name:**

Alinta Energy

**Address:**

PO Box 8348 PERTH BC, WA 6849

**Email address:**

**business\_sales@alintaenergy.com.au**

Details of goods or services supplied under the agreement: Sale of electricity to small business customer

**Date of agreement:** .....

**Consumer details**

**Name of consumer:** .....

**Consumer's address:** .....

**I WISH TO CANCEL THIS AGREEMENT**

**Signed by the consumer:** .....

**Date:** .....

Alinta Sales Pty Ltd trading as Alinta Energy  
ABN 92 089 531 984

**A PO Box 8348, PERTH BC, WA 6849**

**T 13 13 58**

**E [customer.services@alintaenergy.com.au](mailto:customer.services@alintaenergy.com.au)  
[alintaenergy.com.au](http://alintaenergy.com.au)**