



Cancellation Notice

Version 1.09.2022

POWOW POWER PTY LTD
ABN 39 644 212 322

Level 1, 530 Botany Road,
Alexandria NSW 2015

1800865054

info@powowpower.com.au

POWOWPOWER.COM.AU

THE PEOPLE'S POWER



Cancellation Notice

Customer Details

Name of Customer:

Customer's Supply Address:

Contact Number:

I WISH TO CANCEL THIS AGREEMENT

Signed by the customer:

Date

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

Supplier Details

Name:

Powow Power Pty Ltd (ABN 39 644 212 322)

Business Address:

L1 530 Botany Road, Alexandria 2015 NSW

Email Address:

customers@powowpower.com.au

Phone number:

1800865054

Details of goods or services supply
under the agreement:

Energy supply

Cost of goods or services:

As set out in the Powow Power Plan confirmation.

Date of agreement:

Transaction number (if any)



Section 82 – Australian Consumer Law Cancellation notice

Unsolicited consumer agreement

Right to cancel this agreement within 10 business days Cooling-off period

You have the right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received your agreement.

Extended right to cancel your agreement

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel your agreement by contacting us within 3 months, either orally or in writing. Refer to the information overleaf. 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 us. Alternatively, write a letter or send an email to us.

To cancel within 10 business days, sign, complete and send back the form on Page 1.

Why am I receiving this cancellation notice and When can I cancel my agreement?

The Australian Consumer Law relating to unsolicited contracts applies to this agreement if you entered into it:

- over the telephone, as the result of an uninvited telephone call made by us to you; or
- in person, during an uninvited visit by us to you at the place where the agreement was made.

If the Australian Consumer Law applies to this agreement, your rights to cancel this agreement are set out below.

In all cases

You have the right to cancel your Agreement with us under the Australian Consumer Law and National Energy Retail Law and Rules (applicable to the state in which your supply address is located) without any reason subject to a 10 Business Day cooling-off period.

The Cooling Off Period commences from the day after you signed or received your Agreement.

Additional cancellation rights



You may have additional cancellation rights where you have entered into an unsolicited consumer agreement with us.

You can cancel your Agreement **within 3 months** of the day you signed or received a copy of your agreement, if we:

- negotiated your agreement without property consent from you at any time on a Sunday or public holiday, or before 9am or after 5pm on a Saturday, or before 9am and after 6pm on any other day (unless we had an appointment with you for that time);
- contacted you within 30 days if you made the request for us to leave your premises; or
- failed to
 - advise you that our purpose of our visit or phone call was to seek to enter into an agreement with you to supply you energy;
 - leave the premises at the request of the occupier, or the person with whom we were conducting negotiations; or
 - provide you with information relating to our identity.

If your Agreement is an unsolicited consumer agreement, you can cancel your Agreement **within 6 months** of the day after you signed or received your Agreement, if:

- we failed to notify you of your rights to cancel this agreement during the Cooling-off period or how to do so before you accepted your Agreement;
- we failed to provide you with a copy of your Agreement (including this Cancellation Notice):
 - at that time, if you entered into the Agreement in person
 - within 5 business days, if you entered into the Agreement over the telephone
- we supplied you with electricity within 10 business days from and including the day after you signed or received your agreement (except where permitted by law); or you weren't told that it couldn't be supplied during that time;
- we fail to ensure the Agreement you are provided is clearly printed and transparent and included:
 - all terms (total amounts payable or how payment will be calculated or delivery costs); and
 - a notice that "conspicuously and prominently" informs you of your right to terminate that Agreement (Australian Consumer Law Section 79 (b)(i)); and

"Important Notice to the Customer: You have the right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received your agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this agreement."

 - both your and our signature (where the Agreement is not made by telephone), and also our agent's name, address, and email address



- our name, ABN or ACN, business address, and email address “conspicuously and prominently”
- if any amendments to your Agreement weren’t signed by you and us.