

STANDARD RETAIL TERMS

Momentum Energy Pty Ltd ABN 42 100 569 159 of Level 8, 50 Market Street Melbourne Vic 3000 (**us** or **we**) and you have entered into a retail contract for the sale of electricity (**Contract**).

These terms form part of the Contract. They are our standard retail terms for the sale of electricity to domestic and small business customers in Victoria.

THE CONTRACT

1. The agreement

- 1.1 We will sell electricity to you, and you will purchase electricity from us and accept the supply of electricity at your Supply Address, for so long as the Contract continues.
- 1.2 You acknowledge that you are choosing us as your electricity retailer and you give your explicit informed consent to your Supply Address being transferred to us.
- 1.3 If you have chosen our GreenPower product, we will purchase GreenPower accredited electricity to the proportionate extent nominated by you and detailed in the Order while we remain a GreenPower Provider under the National GreenPower Accreditation Program. If we cease to be a GreenPower Provider, we will vary your Rates to reflect the reduction in the GreenPower accredited electricity we purchase for you.
- 1.4 If you ask us to extend the Contract to an additional supply address or to transfer the Contract to a new supply address because you are moving, and the additional or new supply address is also in Victoria, then we may offer to incorporate that supply address into the Contract.

2. Parts of the Contract

- 2.1 The parts making up the Contract are these terms and the Order, any special terms we have agreed and, if you have accepted one of our special retail products, the Product Information Brochure for that product.
- 2.2 To the extent of any inconsistency within the Contract, the Order prevails first, any special terms we have agreed prevail second and any Product Information Brochure prevails third.
- 2.3 To the extent that any matter provided for under the Energy Retail Code is not expressly dealt with in these terms, the provision under the Energy Retail Code is incorporated into these terms (subject to any necessary adaptation) to the extent that your contract is covered by the Energy Retail Code.

3. Definitions and interpretation

- 3.1 In the Contract:

Business Day means a day other than a Saturday, Sunday or a gazetted public holiday in Victoria;

Carbon Scheme means any mandatory emissions trading scheme for the management of greenhouse gas emissions which limits or caps emissions introduced under a Commonwealth Act or regulation which requires businesses (including the owners or operators of electricity generation facilities) to hold, acquit or surrender permits in relation to their emissions and allows the transfer of those permits;

Contract means the retail contract for the sale of electricity we and you have entered into;

Cooling-off Period means the period of 10 business days from when you accepted the Contract;

Energy Component in respect of the Rates means that component of the Rates representing the retail cost of the electricity sold to you;

Energy Retail Code means the code of that name published by the Essential Services Commission in Victoria as it applies to residential customers and business customers using less than 40MWh per annum;

Environmental Requirement means any renewable energy target, energy efficiency or greenhouse gas abatement program introduced by any government or authority before or after the commencement of the Contract but excluding a Carbon Scheme;

GST means a goods and services or similar tax;

Minimum Term means any minimum term over which we agree to sell electricity to you as detailed in the Order;

Order means the Electricity Retail Order, being that part of the Contract in which your details and further details of the Contract are included, as signed by you or as completed by us on the basis of information we obtained from you;

Pass-Through Charges in respect of the Rates means that component of the Rates reflecting Pass-Through Costs;

Pass-Through Costs means all costs that are incurred by us in relation to the sale of electricity at or the supply of electricity to your Supply Address other than the wholesale energy component cost of the electricity sold to you, including distribution network charges, regulated charges, costs in respect of Environmental Requirements, transmission and distribution losses, service charges, metering charges and, as provided for in clause 10.2, increases in the cost to us of purchasing the electricity sold to you under the Contract arising from a Carbon Scheme;

Product Information Brochure means a brochure published by us describing a special retail product;

Rates means all rates and charges payable under the Contract, as detailed in the Order, any special terms, any Product Information Brochure and these terms, including the Energy Component and Pass-Through Charges;

Regulatory Instrument means any law or regulatory or administrative instrument relating to the sale or supply of electricity in Victoria;

Responsible in respect of the Supply Address means financially responsible in the wholesale electricity market for electricity supplied to the Supply Points at the Supply Address;

Small Customer means a customer who is a residential customer or a small business consuming less than 160MWh per annum;

Start Date means the date on which our obligation to sell you electricity, your obligation to pay us for that electricity, and any Minimum Term detailed in the Order, starts as detailed in clause 5.1;

Supply Address means the address where you accept the supply of electricity under the Contract, as detailed in the Order; and

Supply Point means any point at which your distributor's network connects to the electricity installation at your Supply Address and includes the relevant meter, as detailed in the Order.

- 3.2 In the Contract a reference to:

(a) the singular includes the plural and vice versa;

- (b) a document includes any variation or replacement of it;
- (c) costs we incur includes our internal costs;
- (d) the words including, includes, such as or for example are not words of limitation; and
- (e) headings are for convenience only and do not affect interpretation.

COMMENCEMENT

4. When the Contract commences

4.1 The Contract is legally binding and so commences from the date you accept our offer to sell electricity to you. You accept our offer by signing the Order or, if you accept our offer over the telephone, by verbally accepting our offer.

5. When we start selling electricity to you

5.1 Our obligation to sell you electricity, your obligation to pay us for that electricity, and any Minimum Term detailed in the Order, will not start unless and until:

- (a) the Cooling-off Period expires;
- (b) your Supply Address is connected to the network; and
- (c) if you are transferring to us from another retailer, we become Responsible for your Supply Address.

5.2 If you are not an existing customer of ours we will use reasonable endeavours to facilitate the transfer of your Supply Address to us as at your next scheduled meter read unless you request a special meter read and agree to pay the associated costs. We are not liable for any delays in effecting the transfer.

6. Decisions we make before we sell you electricity

6.1 If before the Start Date we decide we are not satisfied with information supplied by or about you including about your creditworthiness, we may terminate the Contract by giving notice to you. We will not have to provide any compensation to you nor will you to us.

7. Cancellation during Cooling-off Period

7.1 You may cancel the Contract without any cost by giving us notice within the Cooling-off Period. The notice must clearly indicate your intention to cancel the Contract. You and we will then be required to comply with the Regulatory Instruments in respect of that cancellation.

RATES AND BILLS

8. Payment

8.1 You must pay us the Rates for all electricity supplied to your Supply Address.

8.2 You must also pay us GST at the prevailing GST rate on any taxable supplies made by us.

9. Rates

9.1 The initial Rates are detailed in the Order.

9.2 Before the Start Date we may visit your Supply Address and, if the information you gave us about your meter does not properly reflect the metering services required at your Supply Address under the Regulatory Instruments, we may vary the Rates accordingly and, if we do so, we will give you details of the variation.

9.3 If the Contract has a Minimum Term, we may vary the Energy Component of the Rates each year to reflect any change in the Australian Bureau of Statistics' Consumer Price Index (All Groups Weighted Average of Eight Capital Cities) over the preceding twelve months and, if we do so, we will give you details of the variation.

9.4 If the Contract has a Minimum Term then, if the wholesale cost to us of the electricity sold to you increases because of a force majeure event affecting our wholesale supplier, we may vary the Rates to reflect those increased costs by giving one month's notice.

9.5 We may vary the Rates to reflect any changes in the Pass-Through Costs. If we vary your Rates under this clause 9.5, we will give you details of the variation.

9.6 Where your Contract has no Minimum Term, we may vary the Rates at any time by giving you one month's notice.

9.7 If the Rates vary during a billing period, we will calculate your bill on a proportionate basis using the old Rates before the variation and the new Rates as varied.

10. Carbon scheme

10.1 If after the commencement of the Contract a Carbon Scheme is introduced, we may impose additional Pass-Through Charges determined in accordance with clause 10.2. These additional Pass-Through Charges are in addition to, and not a substitute for, any other Pass-Through Charges payable under the Contract.

10.2 The amount of any additional Pass-Through Charge in respect of a Carbon Scheme is an amount reasonably determined by us to compensate us for the increase in the cost to us of purchasing the electricity sold to you under the Contract arising from the Carbon Scheme, determined for each bill as if:

- (a) we purchased that electricity from an electricity generator whose carbon intensity over the period covered by the relevant bill was equivalent to the average of all electricity generators participating in the National Electricity Market;
- (b) that electricity generator passed on to us the costs incurred by that electricity generator under the Carbon Scheme in generating that electricity;
- (c) those costs were incurred by that electricity generator purchasing permits under the Carbon Scheme in an amount covering the greenhouse gas emitted by that electricity generator in generating that electricity; and
- (d) those permits are purchased at the average over the period covered by that bill of the daily closing price on the Australian Stock Exchange of contracts for the purchase and sale of those permits or, if the Australian Stock Exchange does not publish such prices, at such other prices as we reasonably consider reflects the spot market price of those permits.

11. Billing

11.1 We intend to bill you monthly. However, in any event, we will bill you at least quarterly.

11.2 If we issue bills for electricity used in the delivery of bulk hot water we will do so in accordance with the Regulatory Instruments.

11.3 Upon request we can provide you with additional copies of your bill. We may charge you for this.

12. **Contents of bills**
- 12.1 Where applicable the bill will comply with the Regulatory Instruments. It will include:
- (a) the amount you must pay for the energy consumed at your Supply Address;
 - (b) a graph depicting your electricity consumption;
 - (c) the date payment is due; and
 - (d) payment methods available.
- 12.2 On request, we will provide you with reasonable information on network and any other charges included in a bill.
13. **Actual and estimated bills**
- 13.1 To the extent that, because we bill you monthly, we provide you with a bill based on an estimate of the electricity consumed at your Supply Address, you give us your explicit informed consent to do so. We may also do this where it is allowed under the Regulatory Instruments. If having provided you with an estimated bill we later obtain a meter reading or more reliable data, we will adjust your next bill appropriately.
- 13.2 We will use our best endeavours to ensure your meter is read at least once in any 12 month period.
- 13.3 If you cause an attempt to read your meter to be unsuccessful and you ask us to replace an estimated bill with a bill based on a meter reading, we will do so and may impose an additional charge on you accordingly.
14. **Adjustments**
- 14.1 You can ask us to review the bill by providing us with a notice explaining why you believe the bill to be incorrect, before the due date stated on the bill. You must pay the undisputed portion of that bill or such other amount we may require under the Regulatory Instruments. Where the bill is found to be correct you must pay the unpaid amount. Where the bill is found to be incorrect we will adjust the bill
- 14.2 If you are customer to whom the Energy Retail Code applies and if we become aware that we have overcharged you by \$50 or less, we will credit the amount overcharged on your next bill. If we become aware that we have overcharged you by more than \$50, we will tell you within 10 Business Days and credit the amount overcharged on your next bill or otherwise pay that amount to you in accordance with your reasonable instructions. For all other customers, any overcharged amount will be credited on your next bill.
- 14.3 If we become aware that we have undercharged you, we will bill you for the shortfall up to the amount allowed by the Regulatory Instruments. If the Regulatory Instruments so require, we will allow you to pay us that amount over a period at least equal to the period over which the recoverable undercharging occurred.
15. **Paying your bills**
- 15.1 You must pay us by the due date stated on your bill. This will be at least 12 Business Days from the date of the bill. Unless we are authorised to directly debit your account for payment of the bill, your bill will not be paid until we receive the funds. If payment is due on a non-Business Day, you may pay it on the next Business Day.
- 15.2 You may pay your bills in person, by mail or under a direct debit arrangement as indicated on your bill.
- 15.3 You must also pay us any merchant service fees we incur because of the payment method you use and costs imposed on us if, due to fault on your part, payments you make to us are dishonoured or reversed.
- 15.4 If you are unable to arrange payment due to illness or long absence, we will redirect your bills on request.
- 15.5 If we include a charge in our bill for any other good or service we have sold to you then, unless you direct us otherwise, we will apply your payments first in respect of the electricity we have sold you.
- 15.6 If a bill is not paid on time, we may:
- (a) to the extent permitted by, and in accordance with, the Regulatory Instruments, impose a late fee of up to 10% on any unpaid amount from the due date for payment until the amount due is actually received by us;
 - (b) seek to have your Supply Address disconnected; and
 - (c) take steps against you including legal proceedings to recover the overdue amount and our related costs. Before we take such steps, however, we will comply with all Regulatory Instruments relating to any payment difficulties you may have.
16. **Payment assistance**
- 16.1 You must contact us if you anticipate it may not be possible for you to pay a bill on time.
- 16.2 If it is difficult for you to pay your bills, we can assist you by providing information about your right to have your bills redirected to someone else, advice about the availability of independent financial counselling, information about energy efficiency and about various government assistance and concessions schemes and, in some cases, the option of an instalment plan. We may choose not to offer you this assistance if you have been convicted of an offence involving fraud or theft of energy.
- 16.3 If you are a residential customer eligible under the Regulatory Instruments for an instalment plan, we will offer a plan in line with the Regulatory Instruments. The plan will enable you to either pay your bills by regular instalments in advance or to pay any overdue amounts and future bills by regular instalments. In either case you must pay each instalment by the agreed payment date. If you are a small business customer and you request an instalment plan, we may, but are not required to, offer you a plan and if we do we may impose an additional charge.
- 16.4 If you are consistently late paying your bills and we have complied with the Regulatory Instruments, we may place you on a shortened collection cycle and notify you in accordance with Regulatory Instruments.
- 16.5 We will accept advance payment from you. However, we will not pay any interest on advance payments and, before the Contract terminates, will not refund any amount paid in advance.

16.6 We may require you to give us a security deposit where this is permitted by the Regulatory Instruments. For example, this may be where you have an unsatisfactory credit rating and do not accept our offer of an instalment plan. The amount of the security deposit would be determined by us in accordance with Regulatory Instruments and you would be required to provide it within 10 Business Days after we request it. We would pay you interest on the security deposit at a 90 day bank bill rate (or otherwise in accordance with Regulatory Instruments). We would be entitled to apply the security deposit and accrued interest against, or draw on it for, any amount you owed us under the Contract in accordance with Regulatory Instruments and provide to you an account of its use. If you give us a security deposit and you then pay all your bills on time for the period required under Regulatory Instruments, or you stop taking electricity at your Supply Address, we would return the security deposit and accrued interest in accordance with your reasonable instructions (or otherwise as required by Regulatory Instruments).

ELECTRICITY SUPPLY

17. Connection and supply of electricity

17.1 If your Supply Address is not connected we will arrange for the distributor to connect your Supply Address.

17.2 Your distributor is responsible for the connection of your Supply Address to the network, the maintenance of that connection, the supply of electricity to your Supply Address and for the reliability and quality of the electricity supplied. The supply of electricity may be subject to variations in voltage and frequency and may contain voltage surges which may cause damage to your equipment. Your electricity distributor may interrupt or reduce the supply of electricity to your Supply Address.

17.3 We are unable to and do not guarantee the quality and continuity of the supply of electricity. To the extent permitted by Regulatory Instruments, we are not liable to you on any basis in connection with any of the matters mentioned in clause 17.2.

17.4 You must notify us as soon as practical if you enter into an agreement with the distributor for the connection and supply of electricity to your Supply Address.

18. Uncontrollable events

18.1 Any obligation under the Contract, other than an obligation to pay money, which cannot be satisfied because of an event outside your or our control, as the case may be, will be suspended. If such an event occurs we will promptly notify you in accordance with Regulatory Instruments and use reasonable endeavours to remove, overcome or minimise the effects of the event (though we need not settle any industrial dispute unfavourably to us). You must do the same if you are affected by such an event.

19. Meters, Supply Points and equipment

19.1 If we are required, or you and we agree, that it is appropriate for a new meter to be installed at your Supply Address, you agree that we may replace the meter with a new meter as we consider appropriate from a supplier of our choice. We will charge you and you will pay us the cost of supplying and installing the new meter.

19.2 You must facilitate the supply of electricity to your Supply Address and in particular:

- (a) keep available enough land at your Supply Address for the meter, the Supply Point and related equipment;

- (b) protect and not interfere with or damage the meter, Supply Point or related equipment and tell us promptly if you notice any problems with them;
- (c) comply with our, or your distributor's, directions about the meter or the Supply Point;
- (d) pay for additional or replacement meters if yours needs to be changed.

20. Access

20.1 You must allow us, your distributor and our respective representatives safe, convenient and unhindered access to your Supply Address and any metering equipment there for the purposes of reading, connecting, disconnecting or reconnecting your meter. If our respective representatives attend your Supply Address they will have and present official identification on request.

20.2 If an attempt to access your Supply Address is unsuccessful, we will reschedule to a time at which you are able to make access available. You may be charged for this.

20.3 We will comply with reasonable access procedures you set.

21. Your responsibilities

21.1 We are not responsible for, and you accept all risks in respect of, the control and use of electricity on your side of the Supply Point.

21.2 You must at all times:

- (a) ensure that the electrical installation and appliances at your Supply Address are safe;
- (b) allow only accredited electricians to perform any work on the electrical installation and appliances;
- (c) keep all vegetation, structures and vehicles at your Supply Address clear of the electrical installation;
- (d) notify us or your distributor of anything that may pose a risk to any person's health or safety or the integrity of the distributor's network; and
- (e) comply with our, or your distributor's, directions in an emergency in accordance with Regulatory Instruments.

DISCONNECTION

22. When and how disconnection is arranged

22.1 You may request disconnection. Once you ask us, we will arrange disconnection of your Supply Address through your distributor in accordance with your request.

22.2 In accordance with the Regulatory Instruments, and only if we comply with all of the requirements under the Regulatory Instruments, we may request your distributor to disconnect your Supply Address:

- (a) if you fail to pay us an amount we have billed by the due date;
- (b) if you deny access to your meter;
- (c) if you refuse to pay a security deposit;
- (d) if you are using electricity illegally; or
- (e) on other grounds the law allows.

22.3 We will give you notice of our intention to disconnect your Supply Address in accordance with the law, unless disconnection is due to an emergency, for health and safety reasons or for illegal use of electricity.

- 22.4 You must co-operate with and assist your distributor and our personnel in respect of any disconnection.
23. **Reconnection**
- 23.1 If your Supply Address has been disconnected and you rectify the situation within the time specified and in accordance with the Regulatory Instruments and you pay any relevant charges, then, on request, we will arrange for your Supply Address to be reconnected.
- TERMINATION**
24. **Expiry of Minimum Term**
- 24.1 If the Contract has a Minimum Term, the Contract will terminate at the expiry of the Minimum Term unless terminated earlier. Before the Minimum Term expires we will give you notice of your options. We may offer to extend the term of the Contract on varied terms.
25. **Early termination**
- 25.1 We may terminate the Contract early by giving you notice if:
- (a) we arrange to disconnect your Supply Address as contemplated by clause 22.2 and you are not entitled to be reconnected under any Regulatory Instruments;
 - (b) you enter into a new contract with us for your Supply Address; or
 - (c) you transfer to another retailer.
- 25.2 You may terminate the Contract early by giving us 28 days notice.
- 25.3 If you decide to leave or leave your Supply Address, then:
- (a) you must notify us of the date you intend to leave, or did leave, your Supply Address, and an address to which we can send a final bill for your Supply Address;
 - (b) you will remain obliged to pay us for electricity supplied to your Supply Address until the later of when you leave and 3 Business Days after you give us your notice. This means if you do not give us the notice, you will have an ongoing liability for electricity supplied to the Supply Address;
 - (c) in accordance with the Regulatory Instruments, your obligation to pay for electricity supplied to your Supply Address may end earlier if you notify us that you were evicted from your Supply Address, if we enter into a new contract with a different person for your Supply Address and the person becomes obliged to pay under the new contract, if your Supply Address is disconnected or if we cease to be, and a different retailer becomes, Responsible for your Supply Address; and
 - (d) by leaving your Supply Address you will be taken to have terminated the Contract early.
- 25.4 If you request disconnection of your Supply Address and your Supply Address remains disconnected for 30 days you will be taken to have terminated the Contract early.
- 25.5 If the Contract terminates early because of a breach by you or because you terminated the Contract before the expiry of any Minimum Term then, to the extent permitted by Regulatory Instruments, we may charge you, and if we do you must pay us, an early termination fee determined on the basis detailed in the Order.
- 25.6 Despite anything else in these terms, early termination of the Contract will only be effective:
- (a) if the Contract is terminated because you have a new contract with us, when the cooling-off period for the new contract expires;
 - (b) if the Contract is terminated because you are transferring from us to another retailer, when your Supply Address is transferred to the other retailer;
 - (c) if the Contract is terminated because your Supply Address has been disconnected, when you are no longer entitled to be reconnected under any Regulatory Instruments.
26. **Last resort supply arrangements**
- 26.1 The Contract will end if a last resort event within the meaning of the Regulatory Instruments occurs in relation to us and we are no longer entitled to sell electricity. Within 1 Business Day we will provide your personal information, including your name, contact details and other information relating to your Supply Address, to the retailer who is to be the retailer of last resort. The Contract will automatically terminate when your Supply Address is transferred to that retailer. We will also immediately cancel any direct debit arrangement we have with you and notify you and your relevant financial institution of the cancellation.
- 26.2 The occurrence of a last resort event does not release you from your liability to pay for electricity we have sold you. We will not be liable to you for any change in rates or terms imposed by the retailer of last resort.
27. **After termination**
- 27.1 If after termination of the Contract we continue to be Responsible for your Supply Address not under any replacement contract, we will sell electricity to you on the same terms as under the Contract except that the Rates will be the standard rates we publish on our website.
- 27.2 Termination of the Contract does not affect rights arising before or on termination.
- OTHER MATTERS**
28. **Ceasing to be a Small Customer**
- 28.1 If you are not, or you cease to be, a Small Customer:
- (a) you must notify us or, if this fact comes to our attention earlier, we will notify you;
 - (b) in place of these terms and the Rates, the standard contract terms and the Rates we apply to larger customers will apply including, if there would otherwise be no Minimum Term under the Contract, a 3 year Minimum Term; and
 - (c) we will notify you of the new terms and Rates as soon as practicable after we become aware that you are not, or have ceased to be, a Small Customer.
29. **General**
- 29.1 Neither you nor we may assign the Contract to another person without the other's prior written consent except that we may assign the Contract to another person together with any transfer of all or substantially all of our retail sales business in Victoria.

- 29.2 Unless otherwise stated, all notices under your Contract must be in writing. Notices can be given personally, by fax, by post or by e-mail, to an address or number detailed in the Order. If a notice is sent by post, it will be considered to have been received 3 Business Days after posting, unless in fact it is received earlier. Any changes to notice details must themselves be notified in writing.
- 29.3 The Contract is governed by the laws of the State of Victoria.
- 29.4 The Contract overrides all prior negotiations, representations, proposals, understandings and agreements whether in writing or not, relating to the sale of electricity by us to the Supply Address.
- 29.5 You acknowledge that you have not relied on any predictions, forecasts, advice or statements of opinion by us or any of our employees, contractors or agents.
- 29.6 Nothing in these terms excludes, restricts or modifies any condition or warranty that the law does not allow us to exclude, restrict or modify. However, all other conditions and warranties, whether or not implied by the law, are excluded.
- 29.7 The Trade Practices Act 1974 (Cth) and other laws imply conditions and warranties into certain types of contracts for the supply or sale of goods and services. If any condition or warranty is implied into the Contract under those laws, then our liability (if any) for breach of that condition or warranty in connection with any goods or services we supply under the Contract, is limited, as far as the law allows and at our option, to resupplying the goods or services (or paying for their resupply).
- 29.8 To the extent the law allows, you indemnify us against (and therefore must pay us for) loss or damage arising in connection with any failure by you to comply with any of your obligations under the Contract. You will not have to do this where the loss or damage is the result of the negligence of us, your distributor or a meter reader.
- 29.9 Nothing in the Contract varies or excludes any limitation of liability or immunity we have under the Regulatory Instruments.

CANCELLATION NOTICE

TO THE SUPPLIER or THE SUPPLIER'S AGENT

Supplier:	Momentum Energy Pty Ltd (ABN 42 100 569159) (MOMENTUM)
Address:	Level 8, 50 Market Street, Melbourne Vic 3000
Fax:	03 9620 1228
Details of goods or services supplied under Agreement:	Electricity

I WISH TO CANCEL THIS ELECTRICITY AGREEMENT

You must provide this information to allow us to identify your account.

Company Name (if applicable)

.....

Account No.

.....

Signature

.....

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

NOTICE TO THE CUSTOMER WANTING TO CANCEL THIS AGREEMENT

IF YOU WISH TO CANCEL THIS AGREEMENT –

- PLEASE SIGN AND DATE THIS NOTICE OF CANCELLATION AND–
 - LEAVE THE NOTICE AT MOMENTUM'S ADDRESS; OR
 - POST IT TO MOMENTUM'S ADDRESS, OR
 - FAX IT TO THE FAX NUMBER SET OUT IN THIS NOTICE;
- OR**
- COMPLY WITH ONE OF THE FOLLOWING OTHER PERMITTED MEANS OF NOTIFYING A CANCELLATION –
 - IN THE CASE OF A CONTACT SALES AGREEMENT, IN ANY MANNER REPRESENTED TO YOU BY MOMENTUM OR MOMENTUM'S AGENT AT THE TIME OF ENTERING THE AGREEMENT
 - IN THE CASE OF A TELEPHONE MARKETING AGREEMENT, BY TELEPHONING MOMENTUM OR MOMENTUM'S AGENT.

THIS MUST BE DONE WITHIN **10 BUSINESS DAYS FROM THE DATE OF THE AGREEMENT** (THE "COOLING-OFF PERIOD")

YOU MAY STILL BE REQUIRED TO PAY A FAIR PRICE FOR GOODS WHICH CANNOT BE RETURNED TO MOMENTUM UNLESS YOU ENTERED INTO THE AGREEMENT BECAUSE MOMENTUM OR MOMENTUM'S AGENT MADE A FALSE OR MISLEADING REPRESENTATION ABOUT YOUR NEED FOR THE GOODS.

MOMENTUM OR MOMENTUM'S AGENT MUST NOT REQUIRE YOU TO PAY FOR SERVICES PROVIDED TO YOU DURING THE COOLING-OFF-PERIOD. IF YOU CANCEL THE AGREEMENT DURING THE COOLING-OFF PERIOD, MOMENTUM IS ENTITLED TO APPLY TO THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL ("VCAT") FOR AN ORDER THAT YOU HAVE TO PAY A REASONABLE AMOUNT FOR THE SERVICES YOU RECEIVED BEFORE YOU CANCELLED THE AGREEMENT. YOU WILL NOT BE REQUIRED TO PAY ANYTHING IF VCAT DECIDED THAT MOMENTUM OR MOMENTUM'S AGENT HAS BREACHED THE **FAIR TRADING ACT 1999** IN RELATION TO THE AGREEMENT, FOR EXAMPLE BY MAKING A FALSE OR MISLEADING STATEMENT TO YOU ABOUT YOUR NEED FOR THE SERVICES.

How to Contact Momentum Energy

Customer Service and Enquiries 1300 662 778

(8.30am to 6pm, Mon to Fri)

Our Team is available for you:

Telephone: 1300 662 778

Facsimile: 03 9620 1228

Email: info@momentumenergy.com.au

Website: www.momentumenergy.com.au

Or, you can write to us at:

Momentum Energy Pty Limited

PO Box 353

Flinders Lane

Melbourne VIC 8009

Our Address:

Momentum Energy Pty Limited

Level 8

50 Market Street

Melbourne VIC 3000