

Cancellation notice - Unsolicited consumer agreement



(Section 82 Australian Consumer Law)

13 88 60

8.30am-4.30pm AET weekdays

Right to cancel

Right to cancel this agreement within 10 business day cooling-off period.

You have a right to cancel this agreement without any reasons 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 section "When you can cancel". You may have up to 6 months to cancel this agreement in certain circumstances.

How to cancel

You can cancel this agreement by calling us on **13 88 60**.

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

By phone: **13 88 60**

By post: **Sumo
South Melbourne Market Street
PO Box 5329
South Melbourne, VIC, 3205**

By email: **sales@sumo.com.au**

Consumer details

Please complete your details.

First Name

Last Name

Agreement Date DD / MM / YYYY

Supply Address

Suburb

Postcode

I WISH TO CANCEL THIS AGREEMENT

Date DD / MM / YYYY

Signature

When you can cancel

You can cancel your agreement under the Australian Consumer Law during the 10 business day cooling off period (even though you agreed to or accepted it).

The cooling off period starts on the later of:

- the first business day after the date you signed or you accepted the agreement over the phone;
- if you accepted the agreement over the phone, the first business day after the day on which we give you an agreement document; and
- the day on which you receive our written disclosure statement.

This date is the Agreement Date.

You can cancel your agreement within 3 months of the Agreement Date if the marketer:

- called on you 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 they had an appointment for that time; or
- didn't:
 - clearly explain the purpose of the call;
 - leave immediately if you asked them to or explained that they must do so; or
 - show you an identity card with their name and our name and business address (not a PO box).

You can cancel your agreement within 6 months of the Agreement Date if:

- before you accepted you weren't told you could cancel during the cooling off period or how to do so;
- you weren't given the agreement and associated documents (including this cancellation notice) when you accepted (if you accepted in person) or within 5 business days (if you accepted over the phone);
- goods or services were supplied during the cooling off period (except where permitted by law) or you weren't told that they couldn't be supplied during that time;
- the agreement didn't set out the full terms or the total amount you'd need to pay or how it would be calculated or include any postal or delivery charges;
- the agreement front page didn't state: "Important Notice to the Consumer. You have a right to cancel this agreement within 10 business days from and including the day after you received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.";
- if you accepted in person, you didn't sign the front page of the agreement or the date you signed wasn't stated on the front page;
- the agreement didn't prominently set out our name, ABN, business address (not a PO box), email address and fax number;
- if we signed the agreement, it didn't state that the person signing for us is acting on our behalf or set out their name, business address (not a PO box) and email address;
- the agreement wasn't printed clearly (apart from any changes which may be handwritten), or wasn't transparent; or
- changes to the agreement weren't signed by you and us.