

#BetterTogether

# National Customer Code for Energy Brokers, Consultants & Retailers

DRAFT FOR STAKEHOLDER CONSULTATION – OCTOBER 2020

This draft Customer Code has been put together as a collaboration of energy brokers, consultants and energy retailers supported by the Energy Charter: [www.theenergycharter.com.au](http://www.theenergycharter.com.au).

# National Customer Code for Energy Brokers, Consultants & Retailers

## Objective of this Code

The objective of the National Customer Code for Energy Brokers, Consultants and Retailers (this Customer Code) is to give you, our large energy customers, confidence that we are working together in your best interests and delivering value. This Customer Code aims to raise standards of practice, strengthen trust and confidence and deliver better outcomes for you. It is also in alignment with the recommendations of the Australian Competition and Consumer Commission (ACCC) Retail Electricity Pricing Inquiry 2018.

When we refer to “you” we are referring to our Customers. When we refer to “we” we are referring to signatories of this Customer Code.

### Part A:

- Section 1 provides an overview of our key commitments to you
- Sections 2-5 set out our commitments in more detail
- Section 6 defines key terms.

**Part B** sets out how this Customer Code is signed up to, governed and administered.

## Part A: Our commitments

### 1. Our commitments to you

Our key commitments made under this Customer Code are that we should:

- 1.1. **Customer centricity** – put you at the centre of our business and make decisions aligned with driving positive customer outcomes.
- 1.2. **Transparency** – provide clear, accurate and relevant information to help you make informed choices.
- 1.3. **Fit for purpose** – offer responsible and accurate products and services that are driven by your needs and preferences.
- 1.4. **Accountability** – be responsive to your needs and take prompt, appropriate action if you make a complaint and enquiries to ensure continuous improvement.

### 2. Customer centricity

In putting you at the centre of our business and making decisions aligned with driving positive customer outcomes, we should:

- 2.1. Exhibit a culture of ‘customer at the centre’ and collaboration for positive customer outcomes.

- 2.2. Enable you to get fair outcomes in energy products and services, regardless of your ability or desire to participate in the energy market.
- 2.3. Have robust practices to determine your current and future energy needs and preferences, by listening and understanding.

### 3. Transparency

- 3.1. We should:
  - a. Make sure all our communications including energy offers are clear, in plain terms, accessible and understandable
  - b. Provide a clear understanding of the processes and timeframes involved (including Letters of Authority, Metering Request Forms, data requests and billing)
  - c. Provide insightful and useful information (such as communications material on how the energy market works) and accessible tools
  - d. Streamline access to, and portability of, your energy data within specified timeframes.
- 3.2. Our contractual terms should be fair and accessible, and available on request.
- 3.3. Brokers and consultants should clearly communicate to you:
  - a. The presence of any applicable commercial arrangements between brokers and retailers
  - b. All retailers from whom we have sought offers for you and which retailers are participating in the energy offers
  - c. All energy offers in a simple, unbiased and comparable way
  - d. Our costs, commissions and fee structures, including ongoing fees and terms
  - e. The key terms of the broker, retailer, consultant and metering contracts, including the length of our service contract and the energy retail contract, key contestable and non-contestable charges and any termination fees or their methodology for calculation.
- 3.4. Within the limits of the law, retailers will respect the customer's choice to use a broker or consultant in the market and where appropriate inform a broker or consultant that is actively working on your behalf:
  - a. If you are using more than one broker or consultant in the market (however, not the identity of the broker or consultants/s)
  - b. If the retailer is making a direct offer to a new customer brought to it through the broker or consultant.

### 4. Fit for purpose

In offering you responsible and accurate products and services that are driven by your needs and preferences, we should:

- 4.1. Have robust practices to understand your needs and preferences, now and into the future.
- 4.2. Tell you about the energy products and services we offer and be open and transparent when we cannot help you.
- 4.3. Offer you energy products and services that best meet your needs and preferences, supported by effective tools and incentives for you to manage energy use and cost.
- 4.4. Ensure you can easily compare energy products and services and see how they meet your needs and preferences.
- 4.5. Explain the process for taking up energy products and services and help you to manage the contract throughout its lifetime.

- 4.6. Get you complete and accurate bills on time.
- 4.7. Prior to the end of your energy contract for products and services, give you reasonable notice of its end date and the steps that you can take.

## 5. Accountability

- 5.1. We encourage your feedback and will ensure that it is taken on board to ensure continuous improvement for the benefit of customers.
- 5.2. If we do not meet our commitments under this Customer Code, we will clearly communicate with you and tell you how we will address the issue/s in a timely manner.
- 5.3. We will have a clear, effective and accessible dispute resolution processes to resolve your complaints.
- 5.4. If we do not resolve the complaint, we will provide with information on the appropriate jurisdictional body and notify the Administrator of complaints related to this Customer Code.
- 5.5. We will stay up to date with material developments (including regulatory) in the energy market that may impact you.

## 6. Definitions

**Brokers and Consultants** are firms who offer a service to Customers to assist them to choose an electricity retailer and other energy products and services and assist them with signing the Customer up with a new Energy Retailer.<sup>1</sup>

**Customers** are commercial and industrial customers. This Customer Code does not apply to residential or small business customers as defined under the National Energy Retail Law (NERL) unless specifically referred to.<sup>2</sup>

**Energy retailers** are retailers of electricity and gas as defined in the NERL.

## Part B: Signatories, governance framework and administration

### 1. Signatories

- 1.1. Signing up to this Customer Code is voluntary.
- 1.2. Signatories will provide a copy of this Customer Code to you and promote its benefits, including through prominent links to or a display of this Code on their online presence.
- 1.3. Signatories will comply with this Customer Code and the governance framework.
- 1.4. Signatories will co-operate with the Administrator and Customer Code Council in their exercise of the responsibilities under this Customer Code.

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<sup>1</sup> As defined in the [ACCC Report](#) footnote 611.

<sup>2</sup> The NERL defines a small business customer as a customer that consumes less than 100 MWh per year. This threshold varies between jurisdictions by local derogation, with a limit of 40 MWh in Victoria, 150 MWh in Tasmania, and 160 MWh in South Australia.

## 2. Governance framework

- 2.1 This Customer Code is governed and administered by:
  - a. The Customer Code Council which will comprise representatives of key stakeholders including brokers, consultants, retailers and customer representative bodies
  - b. The Administrator appointed by the Customer Code Council and responsible for day to day administration of this Customer Code.
- 2.2 The Customer Code Council will enter a Memorandum of Understanding expanding upon the role of the Customer Code Council and the Administrator. This may be revised from time to time, following consultation with stakeholders.
- 2.3 The Customer Code Council will appoint an Administrator for an initial period of 12 months, followed by 3 yearly appointment periods from then on.
- 2.4 The Customer Code Council and the Administrator must promote the benefits of this Customer Code to you, other industry participants and to relevant stakeholders.
- 2.5 The Customer Code Council and the Administrator will review this Customer Code after the initial period of 12 months of operation, followed by every 3 years from then on.

## 3 Administration

- 3.1 The Administrator is independent of the signatories and Customer Code Council and is responsible for the day-to-day administration and monitoring of this Code.
- 3.2 The Administrator is responsible for developing application and renewal processes for signatories:
  - a. Where an application is made, the Administrator will assess whether to admit the applicant as a signatory, taking into account whether their approach, processes and documents are sufficient to support the signatory meeting the standards of this Customer Code.
  - b. Where a signatory applies to renew their status as a signatory, the Administrator may take into account any complaints that have been made about the signatory, whether the signatory has co-operated with the Administrator in carrying out its responsibilities and any other relevant factors.
  - c. In either case, acceptance of a signatory will not be unreasonably withheld.
- 3.3 The Administrator will review the fees payable by signatories yearly, with a view to cost recovery only. As part of its annual budgeting process, the Administrator will propose a schedule of fees and contributions to the Customer Code Council for approval, at least 3 months prior to the intended date of effect.
- 3.4 The Administrator will publish on its website:
  - a. Copies and accessible information about this Customer Code.
  - b. Easily accessible list of signatories on the Customer Code website.
  - c. Information to assist signatories to meet the expectations of this Customer Code. These may include consumer information, checklists, templates, guides or training material.
  - d. Customer Code brand mark guidelines for signatories.
  - e. Details of fees on the Customer Code website. Fees may vary by classes of signatories. A change in fees is not effective until at least 3 months after publication of the new fee on the Customer Code website.