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**CODE**

**COMPLAINTS PROCESS**

**SEPTEMBER 2010**

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## **PART 1**

### **1. Definitions**

**Agents** – persons who engage in the door-to-door sale of energy supply to consumers who are registered and whose names are or were at some point noted on the Register.

**Appellant** – for Part 3, the Appellant is the EAL Member or Agent appealing the decision of the Code Manager under that Part, and for the purposes of Part 4 is the Complainant or EAL Member appealing the decision of the Code Manager or Panel Member.

**Appeal** – for Part 3, the Appeal is Form B completed by the Appellant, together with security for the costs of the Appeal as provided by Part 5, delivered to the Code Manager within 10 Business Days of the date of delivery to the Appellant of the reasons for determination; for Part 4, the Appeal is the Notice of Appeal Form E completed by the Appellant, together with security for the costs of the Appeal as provided by Part 5, delivered to the Code Manager within 10 Business Days of the date of Service of the Notice of Breach.

**Auditor** – a person engaged to review EAL Members' compliance with the Code.

**Business Day** - means a day not being a Saturday, a Sunday or a public holiday in the jurisdiction in which the Sales Agent conducts Sales Activities.

**Code** – The Code of Practice to which Agents and EAL Members are bound.

**Code Manager** – the person appointed by EAL for this role or his or her delegate.

**Complainant** – the person making the Complaint.

**Complaint** – For Part 3, the Complaint is in Form A completed by the Complainant, together with any additional materials and information received by or in the possession of Code Manager. For Part 4, the Complaint is Form C completed by the Complainant, together with any information and documents received by or in the possession of the Code Manager or single Panel Member determining the Complaint.

**Complaints Process** – this Complaints Process.

**Date of Service** – is deemed to be three (3) days after the Notice of Breach is posted, faxed or emailed to the EAL Member.

**Deregistration** – the deregistration of an Agent from the Register for a period of 5 years.

**Notice of Appeal** – A notice by which an EAL Member appeals a breach and/or Proposed Sanction, being Form E.

**EAL** – Energy Assured Limited (ACN [insert]).

**EAL Members** – Energy Retailers and Energy Marketer's who are or were at the relevant time subject to the Complaints Process.

**Energy Marketer** –suppliers of Agents to Licensed Energy Retailers who are either or were at some point EAL Members.

**Energy Retailer** – Licensed Energy Retailers who are or were at some point EAL Members.

**Form A** – the template marked 'Form A' of which is annexed to the Complaints Process.

**Form B** - the template marked 'Form B' of which is annexed to the Complaints Process.

**Form C** - the template marked 'Form C' of which is annexed to the Complaints Process.

**Form D** - the template marked 'Form D' of which is annexed to the Complaints Process.

**Form E** - the template marked 'Form E' of which is annexed to the Complaints Process.

**Ombudsman** – the Ombudsman of the Commonwealth, State or Territory.

**Panel** – a Panel comprised of no fewer than 4 members, appointed by EAL for the purposes of the Complaints Process.

**Panel Member** – a member of the Panel.

**Panel Member(s)** – a single Panel Member or 3 Panel Members, whichever is by context appropriate.

**Proposed Sanction** – the Sanction determined by the Code Manager or Panel Member(s) as provided for in this Complaints Process.

**Register** – a register of names, details and accreditation status of Agents that the Code Manager is required to maintain.

**Responsible Energy Marketer** – the Energy Marketer responsible for engaging the Agent the subject of the Complaint.

**Responsible Energy Retailer** – the Energy Retailer responsible for engaging the Agent the subject of the Complaint.

**Sanction** – Sanctions 1-6.

**Sanctions 1-6** – the Sanctions listed in Schedule A.

**Service** – delivery of the Notice of Breach in accordance with clauses 4.21 - 4.22.

## **PART 2**

### **2. To whom does the Complaints Process apply?**

**2.1** The Complaints Process applies to Agents and EAL Members.

**2.2** Any person may make a Complaint to the Code Manager about the breach of the Code by an Agent or EAL Member.

## **PART 3**

### **3. Complaints about Agents**

#### *Lodging a Complaint*

- 3.1** Complaints shall be delivered to the Code Manager.
- 3.2** If the Complaint does not warrant the Deregistration of an Agent or the issue of a Sanction against an EAL Member, then the Code Manager shall refer the Complaint to the relevant Energy Retailer.
- 3.3** On receiving a Complaint about an Agent, the Responsible Energy Retailer shall consider the Complaint in accordance with its internal processes. If the Responsible Energy Retailer considers that it is appropriate to Deregister an Agent, the Responsible Energy Retailer, or Energy Marketer, may apply to the Code Manager for the Agent to be Deregistered.
- 3.4** Applications to Deregister an Agent shall be in Form A.

#### *Review of Complaint by Code Manager*

- 3.5** The Code Manager shall forward to the Agent all documents and information supplied to or obtained by him or her in relation to the Complaint.
- 3.6** The Code Manager may seek additional information or evidence in relation to the Complaint from the Responsible Energy Retailer, Energy Marketer, Agent or any other source.
- 3.7** The Code Manager shall exercise his or her discretion reasonably and determine on the evidence before him or her:
- (a) if, after applying the *Briginshaw* standard of proof, there is sufficient evidence to establish on the balance of probabilities that the Agent breached the Code; and
  - (b) if satisfied that there has been a breach of the Code, whether the breach of the Code or cumulative breaches of the Code warrant the Deregistration of the Agent; or

(c) if not satisfied that the Agent has breached the Code, then he or she shall dismiss the Complaint.

**3.8** The Code Manager shall make the determinations referred to in clause 3.7 within 10 Business Days of receiving the Complaint and in accordance with any policy formulated by EAL for the purposes of this Part.

**3.9** The Code Manager shall notify the parties of his or her determination(s) at the addresses provided in the Complaint or at any other address provided by the parties.

**3.10** The Code Manager shall record in writing his or her reasons for the determination, and provide a copy of these reasons to the parties to the Complaint.

#### *Deregistration of Agents*

**3.11** The Code Manager only may Deregister an Agent.

#### *Appeal*

**3.12** The Responsible Energy Retailer, Energy Marketer and/or Agent may appeal the determination made pursuant to clause 3.7 to a single member of the Panel (**the Panel Member**).

**3.13** The Appellant shall deliver the Appeal to the Code Manager within 10 Business Days of the date of delivery to the Appellant of the reasons for determination.

**3.14** The Appeal shall not be deemed to have been delivered unless and until the prescribed sum has been paid, as provided in Part 5.

**3.15** The Code Manager shall refer the Appeal to the Panel Member for determination and the Panel Member shall determine the appeal within 10 Business Days of his or her receipt of the Appeal from the Code Manager.

**3.16** The Code Manager and Panel Member may, at his or her absolute discretion, grant an extension of time to the Appellant to provide further information.

**3.17** The Appeal shall be on one or more of the following grounds, but no other:



- (a) the Code Manager's discretion exercised pursuant to clause 3.7 was not exercised reasonably,
- (b) the Appellant was denied natural justice, or
- (c) new and material evidence has come into the possession of the Appellant at a time such that it was not possible for the new and material evidence to be provided to the Code Manager for his or her consideration prior to the Code Manager's determination of the Complaint.

- 3.18** Appeals are conducted and determined on the parties' written submissions, and information and documents provided by the parties, the Code Manager or from any other source.
- 3.19** The Code Manager and/or Panel Member may seek additional information or evidence in relation to the Complaint from the Responsible Energy Retailer, Energy Marketer, Agent or any other source.
- 3.20** The Panel Member shall follow any policy formulated by EAL for the purposes of this Part.
- 3.21** The Panel Member shall consider the Complaint *de novo* insofar as it is relevant to the ground of appeal.
- 3.22** The Panel Member shall uphold the determination of the Code Manager or substitute his or her determination for that of the Code Manager.
- 3.23** The Panel Member shall advise the Code Manager of the determination within 10 Business Days.
- 3.24** The Panel Member's determination with respect to the grounds raised in the Appeal is final. For the sake of clarity, there is no further appeal.
- 3.25** The Panel Member shall record in writing his or her reasons for the determination.
- 3.26** The Code Manager shall notify the parties of the determination of the Appeal at the address in the Appeal or at any other address provided by the parties.

## PART 4

### 4. Complaints Against EAL Members

#### *Lodging a Complaint*

- 4.1 Complaints may be made by EAL Members, the Auditor, the Ombudsman, any regulator or regulatory body or the government.
- 4.2 The Code Manager may initiate a Complaint.
- 4.3 All Complaints shall be in Form C.
- 4.4 Complaints shall be delivered to the Code Manager.

#### *Review of Complaint by Code Manager*

- 4.5 The Code Manager may seek additional information or evidence in relation to the Complaint from the Complainant, EAL Member or any other source.
- 4.6 The Code Manager shall exercise his or her discretion reasonably and determine on the evidence before him or her:
  - (a) if, applying the *Briginshaw* standard of proof, there is sufficient evidence to establish on the balance of probabilities that the EAL Member breached the Code; and
  - (b) whether the breach of the Code or cumulative breaches of the Code warrant Deregistration; and
  - (c) the Proposed Sanction that is appropriate and the terms of that Sanction.
- 4.7 If the Code Manager determines that Deregistration of the EAL Member is appropriate, the Code Manager shall specify the period of Deregistration.
- 4.8 If the Code Manager is not satisfied that the EAL Member has breached the Code, then he or she shall dismiss the Complaint.
- 4.9 The Code Manager shall make the decisions referred to in clause 4.6-4.9 within 10 Business Days of receiving the Complaint.

- 4.10** The Code Manager shall follow any policy formulated by EAL for the purposes of this Part.
- 4.11** The Code Manager shall record in writing his or her reasons for the determination, and provide a copy of these reasons to the parties to the Complaint.
- 4.12** The Code Manager shall complete the Notice of Breach in Form D.
- 4.13** The Code Manager shall Serve on the EAL Member a Notice of Breach in Form D, together with a copy of the reasons and all documents and information supplied to or obtained by him or her in relation to the Complaint.

*Sanction 1*

- 4.14** The Code Manager may, at his or her discretion, determine to impose Sanction 1 on the EAL Member without seeking approval from the Panel.
- 4.15** The EAL Member may appeal the determination of the Code Manager to impose Sanction 1 to a single member of the Panel (**the Panel Member**) in accordance with this Complaints Process.
- 4.16** The determination of the Panel Member is final.

*Sanctions 2 - 6*

- 4.17** If the Code Manager determines that Sanctions 2 – 6 may be imposed, the Code Manager shall refer the Complaint to a single Panel Member to issue the Notice of Breach to the EAL Member.
- 4.18** The Panel Member shall review the Complaint *de novo* before determining whether or not to issue a Notice of Breach to the EAL Member.
- 4.19** In issuing the Notice of Breach, the Panel Member shall have all the powers and responsibilities of the Code Manager as provided by clauses 4.5-4.12, except that the Panel Member shall determine the Complaint within 10 Business Days of his or her receipt of the Complaint. The Panel Member shall then remit the Notice of Breach and the Panel Member's reasons to the Code Manager for Service.

### *Cascading Sanctions*

**4.20** Notwithstanding any other provision of Part 4 of this Complaints Process, the Code Manager, Panel Member or Panel Members (as the case may be) may only determine to impose or impose:

- (a) Sanction 2 on a Member if Sanction 1 has been imposed previously on that Member;
- (b) Sanction 3 on a Member if Sanction 1 or 2 has been imposed previously on that Member (i.e. a Sanction 3 can be imposed where a Sanction 2 has not been imposed if a Sanction 1 has been imposed);
- (c) Sanction 4 on a Member if Sanction 3 has been imposed previously on that Member;
- (d) Sanction 5 on a Member if Sanction 4 has been imposed previously on that Member; and
- (e) Sanction 6 on a Member if Sanction 5 has been imposed previously on that Member.

### *Failure to Respond to a Notice of Breach Constitutes Acceptance of the Proposed Sanction*

**4.21** An EAL Member which is Served with a Notice of Breach and who fails to deliver to the Code Manager within 10 Business Days of the Date of Service of the Notice of Breach a Notice of Appeal in Form E (**the Appeal**) shall be deemed to accept the Proposed Sanction in the Notice of Breach. The Notice of Appeal shall be delivered to the Code Manager by post, fax or email.

**4.22** The Code Manger shall Serve the Notice of Breach on the EAL Member by forwarding the Notice of Breach by ordinary pre-paid post to the registered office of the EAL Member and/or to any other postal address, electronic address or fax number provided by the EAL Member.

**4.23** EAL Members shall ensure that their contact details for Service are given to the Code Manager and are at all times up to date. The Code Manager may rely on these contact details when arranging Service.

## *Appeal*

- 4.24** To appeal a determination of the Code Manager or Single Panel Member under this Part, the Appellant shall deliver to the Code Manager a copy of the Appeal within 10 Business Days of the Date of Service of the Notice of Breach.
- 4.25** The Appeal shall not be deemed to have been delivered unless and until the prescribed sum has been paid, as provided in Part 5.
- 4.26** The EAL Member may appeal the Proposed Sanction as follows:
- (a) an appeal against Sanction 1 is made to a single Panel Member,
  - (b) an appeal against Sanction 2 is made to a single Panel Member or 3 Panel Members at the election of the Appellant, and
  - (c) an appeal against Sanctions 3 to 6 is made to 3 Panel Members.
- 4.27** The Code Manager shall refer the Appeal to the Panel Member(s) for determination and the Panel Member(s) shall determine the Appeal within 10 Business Days of his, her or their receipt of the Appeal.
- 4.28** The single Panel Member who is responsible for the issue of a Notice of Breach or any other determination on appeal shall not be one of the three (3) Panel Members dealing with the Appeal.
- 4.29** The Code Manager or Panel Member(s) may, at his, her or their discretion, grant an extension of time to the Appellant to provide further information.
- 4.30** The Appeal shall be on one or more of the following grounds, but no other:
- (a) the Code Manager or Panel Member's discretion was not exercised reasonably,
  - (b) the Appellant was denied natural justice, or
  - (c) new material evidence has come into the possession of the Appellant at a time such that it was not possible for the new material evidence to be provided to the Code Manager or Panel Member for their

consideration prior to the Code Manager's determination of the Complaint.

- 4.31** Subject to clause 4.32, appeals are conducted and determined on the parties' submissions, information and documentation provided by the parties and the Code Manager or from any other source.
- 4.32** At his, her or their discretion, the Panel Member(s) and/or Code Manager may determine that the determination of the Appeal be conducted by a hearing in person or by teleconference if the Sanction is of sufficient gravity to warrant such a hearing. Legal representation is not permitted at the hearing, but legal assistance is permitted.
- 4.33** The Code Manager and Panel Member(s) shall follow any policy formulated by EAL for the purposes of this Part.
- 4.34** The Panel Member shall consider the Complaint *de novo* insofar as it is relevant to a ground of appeal in the Appeal.
- 4.35** The Panel Member(s) may seek additional information or evidence in relation to the Complaint from the Responsible Energy Retailer, Agent or any other source.
- 4.36** The Panel Member(s) shall uphold the determination of the Code Manager or Panel Member for the Proposed Sanction, or substitute his, her or their determination for that of the Code Manager or Panel Member.
- 4.37** The determination of the Appeal by the Panel Member(s) is final. For the sake of clarity, there is no further appeal.
- 4.38** The Panel Member(s) shall inform the Code Manager of the outcome within 5 Business Days of determining the Appeal.
- 4.39** The Panel Member(s) shall record in writing his, her or their reasons for the determination.

**4.40** The Code Manager shall notify the parties of the determination of the Appeal at the address provided in the Appeal or at any other address provided by the parties.

## **PART 5**

### **5. Costs of the Appeal**

- 5.1 Appeals shall be accompanied by cash or a cheque drawn in favour of "Energy Assured Limited" for the prescribed sum set out in Schedule B.**
- 5.2 The Code Manager may, following a request by an Appellant, agree to waive the sum payable under clause 5.1 on hardship grounds.**
- 5.3 The Panel Member(s) determining the Appeal may determine in his, her or their absolute discretion that the Appellant is liable for EAL's reasonable costs of conducting the appeal and the quantum of those costs, taking into account again any request by an Appellant for a waiver or reduction of the costs on hardship grounds.**
- 5.4 If the Complaint is dismissed on appeal, the Appellant will not be liable for the costs of the appeal, and any monies paid to EAL for the costs of the appeal will be returned to the Appellant.**
- 5.5 If the Complaint is not dismissed on appeal, the Code Manager shall issue a tax invoice for the costs of the appeal as determined by the Panel Member(s).**
- 5.6 EAL Members and Agents agree and undertake to pay to EAL the costs of conducting the appeal as determined by the Panel Member(s) within twenty eight (28) days of receiving a tax invoice from EAL.**



## **PART 6**

### **6. Miscellaneous**

**6.1 EAL Members shall be bound by any determination of the Code Manager and/or Panel Member(s) made pursuant to the Complaints Process.**

**6.2 In making a Complaint or Appeal, Complainants and Appellants warrant that:**

- (a) the information and facts provided in and to be inferred from the Complaint and the Appeal and during the course of the Complaints Process are accurate and true to the best of their knowledge and are not misleading in any material way;**
- (b) information provided to the Code Manager or Complaints Panel may be communicated, published, recorded and audited or used in any other way provided for by the Complaints Process, and an authority to use the information has been obtained from the relevant person.**

**6.3 An EAL Member which submits a Form A warrants that:**

- (a) the EAL Member has made all reasonable attempts to contact the Agent to notify him or her of the Complaint and provided the Agent with a reasonable opportunity to respond to the Complaint; and**
- (b) the EAL Member has submitted with Form A the Agent's response to the Complaint, by providing a copy of any written response by the Agent, and if the response of the Agent is not in writing, by providing particulars of the response.**

**6.4 If a Code Manager's or Panel Member(s) determination to Deregister an Agent or EAL Member is struck down by a Court, then the Deregistration will be automatically substituted for a period of Deregistration one day less than the period struck down by the Court, and if that new shorter period of Deregistration is not upheld by the Court, the period of Deregistration will be deemed to be a period reduced by one day continuously until the period of**

Deregistration is upheld by the Court. For the sake of clarity, a determination of Permanent Deregistration may, by virtue of this clause, be notionally substituted by Temporary Deregistration. Similarly, for the purposes of Part 4, if a Sanction involving Deregistration for 1 day is struck down by the Court, then the Sanction will be automatically substituted for Sanction 5, and will continue to be automatically substituted for a Sanction one level lower than that struck down by the Court until the Sanction is upheld.

- 6.5** Decisions by the Code Manager and members of the Panel are presumed to be reasonable and objective.
- 6.6** The costs of the appeal include the travel costs of the Panel Member(s).
- 6.7** Agents and EAL Members acknowledge that they have:
- (a) no right of action in any court or jurisdiction; and
  - (b) no right to damages or any form of compensation or indemnity as against EAL or any officer or subcontractor of EAL as a consequence of
  - (c) any costs of any nature which the Agent or EAL member may incur (including, but not limited to, legal costs) in answering the Complaint; or
  - (d) any losses or damages of any nature (including claims based on defamation, negligence and breach of privacy) which the Agent or EAL member may incur directly or indirectly due to actions or omissions of the Code Manager or Panel Member(s) arising out of or in connection to the Complaints Process, including but not limited to findings and Sanctions imposed by the Code Manager or a member of the Panel.
- 6.8** The Code Manager and Panel Member(s) shall use their best endeavours to meet the time-limits set out in the Complaints Process, but may extend the time-limits if they have a reasonable excuse. Failure to meet any time-limits

does not invalidate acts or omissions undertaken pursuant to or incidental to the Complaints Process.

- 6.9** Time is of the essence for delivery of any Appeal. However, the Code Manager and/or Panel Member(s) may, at their absolute discretion, determine the Appeal if he, she or they believe there were reasonable grounds for the Appellant failing to comply with the relevant time-limit.
- 6.10** The Code Manager shall maintain a record of all correspondence and documents relating to Complaints and the determination of Complaints (including on appeal) for a period of 2 years.
- 6.11** The Code Manager and/or Panel Member(s) may refer a Complaint to a government agency where appropriate.
- 6.12** Any person providing information to the Code Manager and/or Panel Member(s) pursuant to the Complaints Process agrees and understands that the information may be communicated, recorded and audited in accordance with the Complaints Process.
- 6.13** EAL Members shall ensure that their contact details for Service of a Notice of Breach and the receipt of reasons, determinations and other correspondence are given to the Code Manager and are up to date at all times.
- 6.14** For the sake of clarity, the determination of the Code Manager to Deregister an Agent remains in force until the Panel Member determines otherwise on appeal.

## SCHEDULE A

Sanction	Description	Terms
Sanction 1	The EAL Member provides a written undertaking that the breach will not be repeated.	The EAL Member may be required to provide evidence of how he, she or it has or will comply with the undertaking.
Sanction 2	Require an independent Code Auditor to carry out an audit of the area of activity where the breach occurred.	The EAL Member may be required to pay the costs of the auditor.
Sanction 3	Issue a formal letter of admonishment to the EAL Member and inform the board of EAL that the letter of admonishment has been issued and the section of the Code that has been breached, but without identifying the EAL Member,	
Sanction 4	Issue a formal letter of admonishment to the EAL Member and inform the board of EAL that a letter of admonishment has been issued, the section of the Code that has been breached and an identification of the EAL Member.	
Sanction 5	Issue a formal letter of admonishment to the EAL Member and inform the Board of EAL, other	The Code Manager and/or Panel Member(s) may determine in his, her or their absolute discretion who the

	<p>stakeholders and the public that a letter of admonishment has been issued, the Code that has been breached and an identification of the EAL Member.</p>	<p>other stakeholders are. The Code Manager and/or Panel Member(s) may inform the public by, for example, publishing the information on the website of EAL.</p>
Sanction 6	<p>Deregister (permanently or temporarily) the Member Company's membership of EAL and make a public statement. The public statement will identify the EAL Member, state the section of the Code that has been breached and the period of Deregistration.</p>	<p>The Code Manager and/or Panel Member(s) shall determine the period of Deregistration in accordance with the Complaints Process. The Code Manager and/or Panel may, for example, inform the public by publishing the information on the website of EAL.</p>

**SCHEDULE B**  
**SECURITY FOR APPEAL**

<b>Appellant</b>	<b>Matter Appealed</b>	<b>Number of Panel Members Hearing the Appeal</b>	<b>Cost</b>
<b>Agents</b>	<b>Deregistration</b>	<b>1</b>	<b>\$100</b>
<b>Energy</b>	<b>Sanction 1</b>	<b>1</b>	<b>\$300</b>
<b>Retailers</b>	<b>Sanction 2</b>	<b>1</b>	<b>\$300</b>
	<b>Sanction 2</b>	<b>3</b>	<b>\$900</b>
	<b>Sanction 3</b>	<b>3</b>	<b>\$900</b>
	<b>Sanction 4</b>	<b>3</b>	<b>\$900</b>
	<b>Sanction 5</b>	<b>3</b>	<b>\$900</b>
	<b>Sanction 6</b>	<b>3</b>	<b>\$900</b>
<b>Energy</b>	<b>Sanction 1</b>	<b>1</b>	<b>\$300</b>
<b>Marketer</b>	<b>Sanction 2</b>	<b>1</b>	<b>\$300</b>
	<b>Sanction 2</b>	<b>3</b>	<b>\$900</b>
	<b>Sanction 3</b>	<b>3</b>	<b>\$900</b>
	<b>Sanction 4</b>	<b>3</b>	<b>\$900</b>
	<b>Sanction 5</b>	<b>3</b>	<b>\$900</b>
	<b>Sanction 6</b>	<b>3</b>	<b>\$900</b>

# FORM A

## COMPLAINT AGAINST AN AGENT

*Note: Fields marked with an asterisk (\*) are mandatory. Failure to complete mandatory fields will result in the rejection of the Complaint.*

*Failure to provide sufficient information or evidence about the Complaint may result in the dismissal of the Complaint.*

**\*Name of Agent**

**\*Address of Agent**

**Contact Details of Agent** (fax, email, home phone, telephone, other contacts of agent)

**Energy Assured ID Number**

**\*Name EAL Member Complainant**

**Address of EAL Member Complainant**

**\*Section of Code Allegedly Breached**

**\*Description of Actions, Omissions and Circumstances Which Comprise the Breach**

**Evidence in Support of the Above** (Attach any documents you wish to be considered)

**\*Steps Taken to Notify Agent of the Complaint and Application to De-register the Agent**

**Details of Previous Breaches of the Code**

**\*Response and any documents received from the Agent**

**\*Note that a copy of this Complaint Form and any other particulars, information and documents provided with it or at any other time during the determination of the Complaint will be made available to the Agent named in the Complaint.**



## **FORM B**

## **APPEAL**

### **AGAINST DEREGISTRATION OF AN AGENT**

*Note: Fields marked with an asterisk (\*) are mandatory. Failure to complete mandatory fields will result in the rejection of the Appeal.*

*Failure to provide sufficient information or evidence about the Appeal may result in the dismissal of the Appeal.*

**\*Name of Appellant**

**\*Contact Details of Appellant**

**\*Name of the Complainant**

**Energy Assured ID Number**

**\*Ground(s) of Appeal**

**Particulars of Ground(s) of Appeal**

**Evidence in Support of Appeal** (Attach any documents you wish to be considered).

**Determination to which the Appellant will Consent**

**\*You must enclose a cash or cheque in the sum of \$\_\_\_\_\_ made payable to "Energy Assured Limited" as security for the costs of the appeal. This sum will be repaid if your appeal is successful.**

I warrant that I have read and understood the terms of the Complaints Process, including the warranty at clauses 6.2 and the exclusion clause at clause 6.7. # I agree to be bound by the terms of the Complaints Process. # I am authorised to agree on behalf of the Appellant that the Appellant will be bound by the Complaints Process.

## FORM C

### COMPLAINT AGAINST AN EAL MEMBER

*Note: Fields marked with an asterisk (\*) are mandatory. Failure to complete mandatory fields will result in the rejection of the Complaint.*

*Failure to provide sufficient information or evidence about the Complaint may result in the dismissal of the Complaint.*

**\*Name of EAL Member**

**\*Section of Code Allegedly Breached**

**\*Description of Actions, Omissions and Circumstances Comprising the Breach**

**Evidence in Support of the Above** (Attach any documents you wish to be considered)

**Details of Previous Known Breaches of the Code**

**FORM D**  
**NOTICE OF BREACH**

**ISSUED IN ACCORDANCE WITH THE COMPLAINTS PROCESS**  
**OF ENERGY ASSURED LIMITED**

**IMPORTANT:**

- You may only respond to this Notice by delivering a completed Notice of Appeal (copy **attached**) to the Code Manager within 10 Business Days of service of this Notice of Breach on you. Failure to respond will constitute an acceptance of the Complaint and Proposed Sanction shown below.
- A copy of the reasons for the Proposed Sanction has been **attached** to this Notice of Breach.
- Fields marked with an asterisk (\*) are mandatory. Failure to complete mandatory fields will result in the rejection of your Notice of Appeal.
- Consideration of your appeal will be based on the information provided by you. If you fail to provide an adequate response to the Notice of Breach, such as failing to provide sufficient particulars or evidence in support of your appeal, then your appeal may be dismissed and the Proposed Sanction will be imposed on you without further notice.
- You may request an extension to provide further information in support of your Notice of Appeal on your Notice of Appeal where indicated.
- The Code Manager, [insert name], is contactable on [insert phone, fax, postal address, #email].

**\*Name of EAL Member**

**\*Section(s) of the Code Alleged to have been breached**

**\*Particulars of Breach**

**Evidence in Support of the Alleged Breach(es)**

**\*Proposed Sanction (and terms, including the period of Deregistration if appropriate)**

**Particulars of the Proposed Sanction**

Copies of the EAL Constitution, Code of Practice, Procedures Guidelines, Complaints Process and other relevant documents (including policies) are available from the Code Manager on request. You should review these documents carefully and contact the Code Manager if you have any queries.

## FORM E

### NOTICE OF APPEAL

*Note: Fields marked with an asterisk (\*) are mandatory. Failure to complete mandatory fields will result in the rejection of the Appeal.*

*Failure to provide sufficient information or evidence about the Appeal may result in the dismissal of the Appeal.*

**\*Name of Appellant:**

**\*Contact Details of Appellant for correspondence**

**\*Name of other party to Complaint**

**Preferred Panel Member to Hear the Appeal** (If Sanctions 1 or 2 have been proposed).

**\*Ground(s) of Appeal**

**Particulars of Ground(s) of Appeal**

**Evidence in Support of Appeal**

**Sanction to which the Appellant will Consent**

**Time requested to provide further information not contained in this Notice of Appeal and Reasons**

You must enclose cash or a cheque in the sum of \$\_\_\_\_\_ made payable to “Energy Assured Limited” as security for the costs of the appeal. This sum will be repaid if your appeal is successful.

I warrant that I have read and understood the terms of the Complaints Process, including the warranty at clauses 6.2 – 6.3 and the exclusion clause at clause 6.7. # I agree to be bound by the terms of the Complaints Process. # I am authorised to agree on behalf of the Appellant that the Appellant will be bound by the Complaints Process.

\_\_\_\_\_  
*\*Signature*

\_\_\_\_\_  
*\*Print Name*

# Complaints Process Flowchart

