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21 May 2013

Via email: adjudication@accc.gov.au

Marie Dalins
Director
Adjudication Branch
Australian Competition and Consumer Commission
GPO Box 3131
Canberra ACT 2601

**Re: Clean Energy Council Limited Application for authorisation A91365 & A91366 –
response to questions and interested party submissions**

I refer to the above application for authorisation lodged with the Australian Competition and Consumer Commission (ACCC) on 4 April 2013 in relation to the proposed Code of Conduct for solar photovoltaic (PV) retailers.

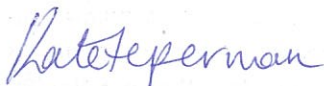
Please find attached a response prepared by the Clean Energy Council (CEC) to interested party submissions and the ACCC's request for further information (ref: ACCC letter dated 15 May 2013). The following documents are enclosed:

- Response to requests for further information (Attachment A)
- Voluntary Code of Conduct for Solar PV Retail Businesses (with tracked changes)

The CEC welcomes the submissions provided by Energy Australia and the Victorian Energy and Water Ombudsman (EWOV). Suggestions put forward by EWOV and the ACCC have been taken into consideration and reflected in subsequent amendments to the Code.

Please do not hesitate to contact either Kate Allsopp, phone: 03 9929 4134, email KAllsopp@cleanenergycouncil.org.au or Kate Teperman, phone: 03 9929 4135, email KTeperman@cleanenergycouncil.org.au for any additional information.

Kind regards,



Kate Teperman
Policy Officer
Clean Energy Council

Responses to the ACCC's request for further information are addressed below.

1. *Section 2.1.1 (f)(i) of the Code – there is no text at this point – please provide further information.*

This was an error and has been deleted.

2. *Section 2.1.10 – could this section be expanded so that potential customers can be provided with information about the Code (not just contact details) as early as possible before obtaining or signing the contract.*

To ensure this information is provided as early as possible, this clause has been moved to Pre-Sale Activities, Sales and Quoting Practices, Section 2.1 (4) of the Code.

3. *Section 2.1.16(a) states that 'Where consumers take responsibility for obtaining approval to connect to the network, they are not entitled to a refund if the application is rejected and the contract has already been signed.' Could this be reconsidered so that the consumer is entitled to the return of all funds minus the reasonable expenses incurred by the retailer to the point of termination.*

This clause has now been rephrased accordingly.

4. *Sections 2.2.7 and 2.2.9 – Please amend 'reasonable timeframe' to specify a specific timeframe in which members must submit forms so there is no ambiguity around retailer obligations and clarity for consumers.*

The CEC has incorporated EWOV's recommendations to require that forms are submitted by signatories within a 'reasonable timeframe', along with a requirement for signatories to substantiate how the paperwork was submitted.

It is not practical however, to define a specific timeframe that could apply nationally to the submission of paperwork by signatories. This is due to the fact that the connection process for solar PV varies between states and the submission of certain paperwork by the installer/PV retailer can require input from third parties who are outside of the installer/PV retailers' control. For example, in Victoria an electrical inspector from Energy Safe Victoria must inspect and approve the PV system installation and sign the Certificate of Electrical Safety before it can be submitted to the electricity retailer by the installer/PV retailer. In New South Wales, Level 2 Accredited Service Providers must complete an electrical inspection and install metering before a Notification of Service Work Form and Certificate of Compliance are completed and submitted to the electricity distributor.

In addition, if the PV retailer was required to submit forms within a specified timeframe this alone would be unlikely to solve the core problem this section seeks to address, of delays between installation and connection to the network, which often occur after the installer/PV retailer has already handed the relevant forms over to the electricity retailer/distributor.

In the absence of broader regulatory reform required to streamline the complex and varied connection processes in each state, the CEC has approached this problem from a consumer education perspective. As noted in EWOV's submission, customers are often confused and not fully aware of the process involved in connecting to the network. Clauses 2.2.7 and 2.2.8 therefore require signatories to play a role in improving consumer education around these issues, which are easily exacerbated by a lack of understanding or awareness of the process, expected timeframes, and potential problems that can arise. As long as the expected timeframes

are made clear to the consumer upfront, they will be more empowered to manage any potential problems and hold all parties to account.

Section 2.2.10 – Please clarify that a five year warranty period is the minimum warranty period (applicable to the service component) and that this may not apply to all product components of the solar panel system for example solar panels and inverters would have a longer period under the ACL.

A footnote has been added to this clause to clarify that the five year warranty is just a minimum for all products and the installation service, and some retailers may offer more for certain products. In addition, the Code states that the retailer's warranty exists in addition to the consumers automatic rights under consumer guarantees.

5. *Section 3.3.4 – Could this be expanded so that customers have the option to report Code breaches via methods other than on the CEC website, providing greater accessibility to those people who are unable to access the internet.*

To ensure that customer accessibility to raise potential breaches of the Code is not hindered in any way, this clause has now been updated to allow customers to report breaches by both phone and in writing.

6. *Section 3.5 - Please provide clarity on the specific circumstances that would warrant a breach classification as "systemic". It is not clear how the existing definition of 'systemic breach' being "to impact a larger number of consumers" and "to have a serious impact on a lesser number of consumers" would be applied.*

This clause has now been rephrased accordingly.

7. *As set out in the cover letter, Section 3.6.1 contains a sanction matrix including the requirement that 'severe' breaches be reported to the relevant regulator. While one of the severe breaches is a failure to comply with legislation, a number of breaches of the Code would also be breaches of the Australian Consumer Law and should also be reported to the regulator, including:*
 - a) *Any advertisements, promotions, quotations and statements must be legal, truthful, and comply with relevant legislation*
 - b) *Receipts must be issued for all deposits collected*
 - c) *Before the contract is signed the signatory must provide the consumer with the address of the local office or showroom, or a telephone number where any queries can be answered.*

Any breach of Australian Consumer Law (ACL) is significant and will be reported to the relevant regulator by the Code administrator. As Section 3.6.1 implied that only 'severe' breaches would be reported to the regulator, this clause has now been amended to clearly specify that the regulator will be notified of any breach of ACL, regardless of its severity rating.

The severity of a breach of (a) and (b) above has also been amended to a 'severe' classification. While a breach of (c) above is also a breach of ACL, this has not been re-classified as 'severe', due to the fact that the rating and corresponding sanction in this case has been allocated as proportional to the impact on the PV market, rather than the impact against ACL.

8. *Section 3.6.3 - Please provide further clarification as to the circumstances that CEC's discretion to suspend or remove signatories will be exercised (this may include amendments to 3.6.4).*

This section has now been updated accordingly, with the deletion of clause 3.6.3.

9. *Section 3.8 – Please clarify whether the annual report on the Code's operation by the Code Review Panel will be public, and where it would be available.*

The Code annual report and independent reviews will be publically available, and published on the CEC website. Section 3.8 has been updated accordingly.

10. Sections 2.4.25, 3.5.3 and 4.2.4 – Please confirm in what circumstances certain aspects of the Code will be amended, and the process for such an amendment. This includes changes to fee structure.

Section 2.4.25 has been updated to confirm that updates to the Code and supporting documentation may be required as the solar PV industry changes over time, and when and how such changes will take place.

11. In applying the authorisation tests in its assessment, the ACCC compares the likely future with the conduct that is the subject of the authorisation; to the likely future without the conduct (counterfactual). Although the supporting application to the Code identifies the increase in solar related complaints by consumers as a concern, the application has not outlined what it considers the 'likely future without the conduct' would be. You may wish to submit your view on the counterfactual.

Section 6 of the CEC's supporting submission outlines the proposed public benefits that will be achieved by the Code. It is proposed that the 'likely future without the conduct' applicable to this application for authorisation would be the counterfactual to the public benefits outlined in Section 6. That is, the proposed impact of the Code not being implemented would include:

- Reduced standards in the PV sector, reduced consumer confidence and consumer protection (Section 6.1).
- Reduced education for consumers, hampering their ability to make informed choices (Section 6.2).
- Continuation of jurisdictional challenges faced by PV retailers and consumers, caused by a lack of nationally uniform practices (Section 6.3).
- Continued and possibly increased regulatory cost caused by failure to achieve cost reductions through the facilitation of increased regulatory compliance, and reduction in quantities of complaints (Section 6.4).
- Increased risk and cost for other stakeholders operating in the market including REC agents, state and federal government bodies, CEC accredited installers and consumers (Section 6.5).
- Increased economic inefficiency and failure to capitalise on environmental benefits, which would otherwise result from consumers wasting less money on PV systems, improved standards in the industry, less public complaints and better uptake of PV (Section 6.6).¹

Broadly speaking, it is proposed that not implementing the proposed scheme may lead to an increased risk of exploitation of susceptible consumer groups, reduced flows of information to consumers and PV retailers, and reduced compliance with federal and state legislative requirements. There may also ultimately be reduced competition arising from the scheme not being available to form a point of competitive difference between signatories and non-signatories. The likely future without the proposed scheme would also include a continuation of, and potential increase in, solar related complaints as outlined in Section 5.2 of the CEC's Supporting Submission.

In addition, it is proposed that systemic industry issues will persist, enabling the proliferation of unethical operators in the industry to the detriment of all stakeholders. Examples of systemic issues were identified in Section 4.2 of the CEC's supporting submission.

¹ Further details on these points are provided in the corresponding sections of Section 6 of the CEC's supporting submission, which should be considered counterfactually.

Additional Changes:

The CEC has made the following additional changes to the Code.

1. Deletion of Section 2.1, Clause 4 (d), following feedback that this requirement may in fact lead to unnecessary confusion for consumers.
2. Deletion of any references to solaraccreditation.com.au. The CEC is currently reviewing the most appropriate online location for information on the Code. As a temporary measure, the web address has been replaced with 'online', and once a website location is confirmed, this detail will be updated in the Code.
3. A minor amendment to 'number of installs per year' has been made to Section 4.2.3 to reflect changes in the industry and revision of modelling.



Clean Energy Council

Voluntary Code of Conduct for PV Retail Businesses

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1. Introduction

The Clean Energy Council (CEC) is the peak body representing Australia's renewable energy and energy efficiency industry.

1.1 Purpose and Objectives

This non-prescribed voluntary Code of Conduct (the Code) aims to promote best practice measures and activities for retail businesses that are selling solar photovoltaic (PV) systems. This Code is for retail businesses that want to demonstrate the commitment they have to promoting responsible activity and development in the renewable energy sector across Australia. This Code is not intended to replace existing consumer, energy or environmental planning legislation, policy or regulations at local, state or federal government levels, but to bring about increased accountability within the PV retail industry.

The primary entities involved in the sale and installation of PV are the installer, designer, and retailer. It is the nature of the PV market that these roles can all be filled by one individual, or conversely, two or three different entities. The former category is typically found in small retail businesses run by a qualified installer/designer, and the latter typically in medium to larger sized companies that subcontract out the designs and/or installations of PV systems, meaning that those running the business or making a sale are less likely to be qualified installers/designers. Many PV retailers in the industry now sell systems direct to consumers and sub-contract the installation of those systems.

CEC Accreditation for Solar PV Designers/Installers

The CEC Accreditation Team manages a PV accreditation program to accredit the designers and installers of solar systems. CEC Accreditation is not linked to membership with the CEC. This qualification demonstrates competence in design and/or installation of stand-alone and/or grid-connected solar PV systems. Only individuals are able to gain accreditation under the PV accreditation scheme, which has a technical focus on safety and the correct design and installation of PV systems. A CEC-accredited solar designer/installer:

- Has completed necessary solar specific training courses.
- Is bound by the CEC Accreditation Code of Conduct and the CEC Accreditation Terms and Conditions.
- Complies with the CEC Design and Install Guidelines, relevant Australian Standards and all other relevant regulations when designing/installing PV systems.

In order to claim Federal Government financial incentives available under the Small-scale Renewable Energy Scheme (SRES), consumers must use a CEC-accredited installer and designer, in accordance with the *Renewable Energy (Electricity) (Cth) Regulations 2001*. More information on the Solar PV Accreditation Program is available at: solaraccreditation.com.au.

Code of Conduct for PV Retailers

The PV Accreditation Program deals with matters relating to the installation and design of PV systems. This Code deals with matters that relate to the marketing and sale of PV systems to ensure the PV retailer also maintains a standard that will benefit consumers and the industry.

The Code has been developed to improve the relationship between consumers and PV retailers and ensure the industry is suitably regulated. The Code is a self-regulated scheme designed to provide consumers with confidence that the retailer will act in compliance with (and where appropriate, go beyond) relevant federal and state based laws and regulations, and conduct its business in a professional and ethical manner. The Code also deliberately connects the responsibility of the retailer with the obligations of accredited installers/designers, to ensure that retailers are fully accountable for the actions of any subcontracted parties. This Code aims to address issues identified which may impact on the reputation of the industry. These issues include:

- Misleading claims given to consumers regarding the performance of their PV system and future electricity bills.
- Misleading advertising regarding the size of PV systems, the value of available government incentives, and the suitability of the PV system.
- The retailer not taking responsibility for the whole of the PV system including product warranties and workmanship.
- Sub-standard installation work.
- The retailer not taking responsibility for subcontracted parties acting on their behalf and any parties who generate sales leads utilised by the retailer.

The Code will be updated to reflect changes in the above, with the aim of proactively addressing issues that adversely affect consumers and the reputation of the PV industry.

To achieve its objectives, this Code addresses four broad subject areas:

Pre-Sale Activities

- To protect the consumer against dishonest or misleading advertising and sales tactics, and to ensure that sales representatives act ethically at all times during marketing campaigns and when dealing with consumers.
- To ensure that the consumer is provided with the necessary written information to enable full understanding and awareness of their purchase.

Post-Sale Activities

- To ensure that consumers' legal rights relating to cooling-off periods, deposits and refunds are respected and upheld, and that the consumer has the opportunity to cancel a contract where changes are made after point of contract that are not approved in writing.
- To ensure that the consumer receives a system that is installed correctly, in accordance with existing legislation, regulations, standards and guidelines.
- To ensure that the consumer is provided with a standard minimum warranty period covering the operation and performance of the entire system, and that the retailer is responsible for addressing any problems relating to workmanship or product that arise during this period.

Documentation

- To ensure that the consumer is provided with the required documentation after the PV system is installed, and that the retailer and the consumer are fully aware of who is responsible for the provision of the relevant documentation.

General Business

- To ensure that the retailer adheres to all existing legislation and regulations, and maintains consistent business practices including, but not limited to, effective complaint handling procedures and cancellation procedures.

1.2 Scope and Interpretation

While the Code has been developed primarily to address issues arising during the sale and installation of small-scale PV to residential and small business consumers, the Code applies to any PV retailer that becomes a signatory, regardless of what size system and to whom they are selling. However, where signatories are selling PV to medium and large scale business consumers (who can be assumed to have a genuine and reasonable opportunity to negotiate the terms of a contract), it is acceptable for a commercial contract to supersede specific clauses of the Code.

This Code exists in addition to any relevant state or federal legislation including *Australian Consumer Law (Cth)* (ACL) (Schedule 2 of the *Competition and Consumer Act 2010*, which is the new name of the *Trade Practices Act 1974*). Signatories' obligations under these laws are not replaced or restricted by this Code. This Code applies to the extent that it is consistent with all existing state or federal legislation or regulation. Where the Code is found to be inconsistent with any existing state or federal legislation or regulation, that regulatory obligation will take precedence to the extent of the inconsistency. Compliance with this Code does not guarantee compliance with any legislation.

A summary of relevant laws that protect consumers is provided at Appendix 5.5.

1.3 Signatories to the Code:

PV retail businesses that are signatory parties are compliant with and agree to adhere to the Code. They:

- Are any PV retailers, including those selling PV to residential and small business consumers and those selling PV to medium and large scale business consumers.
- Are committed to developing and conducting their business in line with best industry practices and interacting with consumers in a professional and ethical manner.
- Include non-CEC members and CEC members who choose to subscribe to the Code.

A regularly updated list of current signatories to the Code will be available online for consumers.

2. General Rules and Standards

Signatories to the Code comply with the rules and standards in this chapter as set out below.

2.1 Pre-Sale Activities

Advertisements and Promotions

1. Any advertisements, promotions, quotations and statements produced must be legal, truthful, and comply with all relevant legislation. Signatories must:
 - a) Ensure all state and federal government incentive schemes are fairly and accurately represented, including not misrepresenting an association with government, or falsely claiming to be part of a government scheme.
 - b) Not provide any false or misleading claims relating to the company, product or services being offered including system performance, stocks and substitution of products.
 - c) Clearly attribute any claims relating to performance and savings to a reputable source.
 - d) Advertise the total price as prominently as they advertise a component of the price.
 - e) Provide information that is specific to the state or region of advertisement.
 - f) Not engage in any misleading or deceptive conduct in relation to the price, value or quality of goods or services including:
 - i. Failing to clearly outline disclaimers or relying on disclaimers buried in small print in order to deliberately mislead a consumer.
 - ii. Making statements with promises, predictions or opinions that are known to be untrue or incorrect, or there are no reasonable grounds for making them.
 - iii. Quoting tariffs or financial incentives that are no longer available or not available in the region of advertisement.
 - iv. Misleading consumers about the impact that installing solar will have on their electricity bills.
 - v. Misleading consumers in relation to the size of the system or output.
 - vi. Advertising large inverters with small systems, with the intention of making it appear that the system size is the size of the advertised inverter.
 - vii. The place of origin (manufacture) of a product.
 - viii. Exaggerating or misleading a consumer in regards to their need for the product.

Sales and Quoting Practices

2. Signatories must adhere to ethical sales and quoting practices during all steps of the process including but not limited to:
 - a) Avoiding high-pressure sales tactics that induce consumers to make quick or uninformed decisions about the product and technologies that they are selecting. High-pressure sales tactics can be defined as (for example):
 - i. Seeking to sell products to individuals who, or organisations that, are clearly unable to understand the information and/or the contract they are being asked to enter into. For example, deliberately targeting consumers who are vulnerable

due to mental illness or physical disability, age, learning difficulties, or speaking English as a second language.

- ii. Offering inflated prices and then discounts for agreeing to sign on the day or for providing testimonials and/or providing referrals.
- iii. Revisiting the consumer's premises uninvited intending to pressure the consumer.
- iv. Applying psychological pressure (by appealing to the consumer's fears, greed or vanity), to persuade the consumer to make a quick purchase decision.
- v. Undertaking badgering techniques, such as making daily telephone calls, to pressure individuals or organisations into signing contracts.
- vi. If the consumer reasonably feels they have been subject to high-pressure sales tactics then this may also be considered to constitute such tactics.
 - What constitutes 'reasonable' will be determined by the Code Administrator (see Section 3.1 below).

b) When engaging the consumer in their home or place of business:

- i. Identifying all sales agents with company-issued identification for the safety and comfort of consumers.
- ii. Explaining up-front the purpose of the visit and informing the consumer that they can ask the retailer to leave.
- iii. Leaving the premises immediately if the consumer asks them to do so.
- iv. Explaining to consumers their right to terminate the agreement within ten business days for unsolicited sales.

3. Any reference to Small-scale Technology Certificates (STCs) must be consistent with Clean Energy Regulator wording, whereby an STC is a financial incentive, not a rebate, and consumers will not qualify for any government-based financial recompense at the completion of the STC creation process.

3.4. Consumers must be given a flyer describing this Code and also including:

- a) The process for provision of consumer feedback and lodging consumer complaints.
- b) A link to the CEC Solar PV Consumer Guide.

A link to this flyer is acceptable, so long as a hard copy can be provided upon request. The Code flyer will be produced and provided to signatories by the Code Administrator (see Section 3.1).

Point of Contract

4.5. A written contract must be provided to the consumer that shows:

- a) An itemised list of the goods to be supplied.
- b) The total price of all goods and services.
- c) The total value of any discounts, STCs, Goods and Services Tax (GST) and rebates (if applicable).

~~d) Specification that any STC payment is a point-of-sale payment made to buy an asset/right from the consumer (not a discount or rebate).~~

e)d) Full specifications of the system, including the solar modules (manufacturer, model, quantity, power rating) and inverter/s (manufacturer, model, quantity, power rating).

f)e) A site-specific full system design including the proposed roof plan (sketch or diagram is acceptable), all shading issues, orientation and tilt, along with the system's site-specific estimated energy yield i.e. daily performance estimate in kilowatt hours (kWh) for each month of solar generation.

- i. The performance estimate must be based on data obtained from the CEC System Design Guidelines for Accredited Designers or other reputable source.

g)f) It is acceptable for Section 54(fe) above to be provided as a deliverable of the contract, so long as:

- i. This information is provided before the expiry of any cooling-off period.
- ii. Where Section 54(ef) is provided as a deliverable of contract:
 - The initial contract must include a generic outline of the likely system performance estimate (to enable the consumer to make an informed purchase decision).
 - The consumer must be entitled to a full refund upon request, if they do not consent to the site-specific full system design and performance estimate upon receipt of this information.

h)g) The expected efficiency losses due to shading or orientation.

i)h) Any site conditions and special circumstances beyond the control of the signatory which may result in extra chargeable work not covered by the quote, and hourly or daily rates which would apply in this situation.

- i. This includes any additional costs that may arise at or after installation and that will not be borne by the signatory. For example, fees for meter exchange/reconfiguration, damage on meter panels, and changing dedicated off peak control devices if required.

j)i) A timetable for supplying and installing the system.

k)j) Business terms, including the payment method, deposits and timetable, and how long the quote will be valid for.

l)k) Details about any after-sales services, guarantees and express warranties. The warranty must:

- i. Set out relevant claim periods or procedures.
- ii. Include a statement that the consumer's rights under the warranty sit alongside the consumer guarantees which are required under ACL and cannot be excluded.
 - Under ACL, consumers cannot sign away their consumer guarantee rights. Signatories must not put terms into their contracts to avoid their consumer guarantee obligations.
- iii. The consumer's cooling-off and termination rights.

m)l) Full disclosure of all assumptions made in relation to systems and finance offerings including:

- i. System design, performance and output assumptions.
- ii. Financial savings including STC financial incentives, savings relating to return on investment, income and energy prices.

~~n)m~~ A clause stating that the signatory must comply with this Code.

~~5.6.~~ The contract must be expressed in a clear and transparent way, using plain language that is legible.

~~6.7.~~ Signatories must endeavour to draw to the attention of the consumer specific requirements of the contract which, if not brought to the consumer's attention, are likely to result in a dispute. For example, Section 4(i), additional fees that may arise, or if there is any difference between a price verbally quoted, and the final contract price.

~~7.8.~~ Both parties must sign the agreement and any amendments.

- a) Equivalent methods of legal agreement other than signing a contract in person are also permitted (for example, electronic acceptance).

~~8.9.~~ Any requirement to provide a document or information in writing, or provide a signature or record of information can be met in electronic form.

~~9.10.~~ Receipts must be issued for all deposits collected.

Prior to Signing the Contract

~~10.11.~~ Before the contract is signed the signatory must provide the consumer with the address of the local office or showroom, or a telephone number where any queries can be answered.

~~11.12. Consumers must be given a flyer describing this Code and also including:~~

- ~~c) The process for provision of consumer feedback and lodging consumer complaints.~~
- ~~d) A link to the CEC Solar PV Consumer Guide.~~

~~A link to this flyer is acceptable, so long as a hard copy can be provided upon request. The Code flyer will be produced and provided to signatories by the Code Administrator (see Section 3.1).~~

~~12.13.~~ Signatories must ensure that the contract is explained to consumers prior to entering into an agreement.

~~13.14.~~ Signatories must clearly explain the process surrounding the payment and trade of STCs, including:

- a) Where relevant, the provision of accurate information about the operation of the STC Clearing House (i.e. that STCs in the Clearing House are only sold when there is a buyer, there is no guarantee on how long they will take to sell, and consumers are not guaranteed \$40).

~~14.15.~~ Consumers must be advised that their electricity contract/tariff may change following installation of solar and to check with their electricity retailer what new electricity tariff rates may be applied.

~~15.16.~~ Signatories must advise consumers of potential billing issues that may arise following changeover of the meter. For example, consumers should contact their electricity retailer and check their bills to confirm that the agreed tariff has been applied by their electricity retailer.

Approval to Connect to the Network

16.17. Consumers must be advised (where relevant in the state of installation) that they require approval from their distributor to connect a system to the electricity grid, must fill out the relevant paperwork prior to installation and should gain approval prior to sale.

- a) Where consumers take responsibility for obtaining approval to connect to the network ~~and, they are not entitled to a refund if~~ the application is rejected and the contract has already been signed, the consumer is entitled to the return of all funds minus the reasonable expenses incurred by the signatory to the point of termination.

17.18. For signatories that prepare and submit the relevant documentation required for approval to connect to the network on behalf of the consumer, they must ensure the consumer receives approval prior to installation.

- a) Where signatories take responsibility for obtaining approval to connect to the network, consumers are entitled to a refund if the application is rejected and the contract has already been signed.

2.2 Post Sale Activities

Pre-Installation

Cooling-Off Period

1. For unsolicited sales, consumers must be given ten business days to cancel the contract without penalty (the cooling-off period) after they have signed the contract.
2. Where a consumer wishes to withdraw from a valid contract after the expiry of any cooling-off period, signatories are entitled to apply their own policies regarding fees for cancellation, in line with the termination rights specified in the initial contract, provided that such cancellation fees do not amount to unfair contract terms under the ACL. Cancellation fees must be reasonable, and related to the cost incurred by the signatory. Consumers have rights under unfair contract terms provisions in ACL relating to cancellation of contracts and termination fees.

Refunds

3. Once the consumer has signed the contract, any variations to the system design must be documented and signed off by the consumer prior to installation.
4. A full refund must be given to the consumer upon request when:
 - a) The final system design provided in accordance with Section 2.1, 4(f) is significantly different to that quoted at point of contract and is not signed off by the consumer.
 - b) Where, in accordance with Section 2.1, 4(g), the site-specific full system design and performance estimate is provided as a deliverable of the contract and:
 - i. This information is not provided before the expiry of any cooling-off period.
 - ii. The consumer does not consent to this information upon receiving it.
 - c) The delivery timeframe for installation completion that was agreed upon at point of contract is not honoured and the consumer does not consent to a revised timeframe.
 - i. Excluding reasonable events outside of the control of the signatory or customer (e.g *force majeure* events).

- d) Where, in accordance with Section 2.1, 16, the signatory acting on behalf of the consumer to obtain approval to connect to the network does not do so prior to sale, and the consumer does not receive approval from the distributor to connect a system.
- e) Extra chargeable work not specified in the initial contract arises, the additional costs are not borne by the signatory, and the consumer does not consent to these additional costs.

Post-Installation

- 5. Consumers must be informed on how to measure the performance of their system. Signatories must specify how energy output can be measured by one of the following:
 - a) Demonstration.
 - b) Written instructions on how to read the inverter.
 - c) Provision of a measuring device that links back to the inverter.

Energy output is a reasonable measure of performance, savings are not.

- 6. Signatories must inform consumers how to appropriately maintain their system on a regular basis (provision of maintenance documentation in accordance with Section 2.3 below is sufficient).

Connection to the Network

- 7. Signatories must prepare and submit within a reasonable timeframe, all relevant documentation on behalf of the consumer (where permitted to do so) required from the electricity retailer and/or distributor for meter installation and connection of the system to the network, or otherwise clearly explain to the consumer the process for preparing and submitting such documentation.
- 8. Consumers must be informed of the process between system installation and network connection. Signatories must:
 - a) Notify the consumer when they have provided the relevant paperwork to the electricity retailer and/or distributor (if applicable) and how the paperwork was provided, for example: email, fax.
 - b) Provide expected timeframes for each step.
 - c) Advise the consumer who they should contact to follow up on progress.
 - d) Advise of any potential problems that may arise.
- 9. Signatories must endeavour to respond in a timely manner to any additional compliance requests from the distributor or electricity retailer (for example, re-submitting incorrect paperwork), and if required, in consultation with the consumer.

Warranty

- 10. A standard minimum retailer's warranty period of five years¹ must be provided by the signatory, on the operation and performance of the whole PV system including workmanship and products.
 - a) This retailer's warranty exists over and above the consumer's automatic rights under consumer guarantees.

¹ This warranty period is the minimum applicable to the service component of installation and all products (inverters, panels, electrical components etc.). Certain products, for example, panels and inverters, might have a warranty that exceeds five years.

- b) The consumer is entitled to claim a remedy if the goods or services do not meet a consumer guarantee or retailer’s warranty.
- i. Signatories must implement warranty repairs or replacements within a reasonable timeframe.
 - ii. The consumer is not entitled to a remedy when the signatory does not meet a consumer guarantee (statutory and retailer’s warranty) due to something:
 - Someone else said or did (excluding the signatory’s agents or employees).
 - Beyond human control that happened after the goods or services were supplied (e.g. *force majeure* events, possums, extreme weather).

2.3 Documentation

1. Below (Section 2.3, 2) is a list of the required documentation that the consumer needs to receive once the PV system is installed, and who is responsible for providing the documentation. Signatories must ensure that the responsible parties below provide the consumer with this documentation.
2. This documentation must be provided in either electronic format or hard copy. Where appropriate, specified information (for example, a web link) on where this information can be found is acceptable, however hard copies must be provided upon request from the consumer.

Party responsible	Documents
Retailer	<ul style="list-style-type: none"> • List of equipment • Warranty information • Equipment manual • Equipment handbook • Array frame engineering certificate
Designer	<ul style="list-style-type: none"> • Shut down and isolation procedure • System performance estimate • Maintenance • Earth fault alarm actions • System connection diagram • Site inspection checklist
Installer	<ul style="list-style-type: none"> • Testing / commissioning • Declaration of compliance • Certificate of electrical safety (where applicable)

2.4 General Business and Obligations of Signatories

Compliance with the Law

1. Signatories must comply with all local, state and federal legislation, CEC Accreditation Guidelines and regulations including but not limited to:
 - a) The Renewable Energy Target (*Renewable Energy (Electricity) Act 2000* and *Renewable Energy (Electricity) (Charge) Act 2000*) which is supported by the *Renewable Energy (Electricity) Regulations 2001*.
 - b) The Australian Government Do Not Call Registry (*Do Not Call Register Act 2006*) and associated telemarketing standards including permitted hours for contacting consumers.
 - c) Schedule 2 of the *Competition and Consumer Act 2010*, which replaced the *Trade Practices Act 1974*.
 - d) Respecting “Do Not Knock” or “No Hawkers” stickers
 - e) Additional outlined in Appendix 5.4.

In-house Procedures and Complaints Handling

2. Signatories must be responsive to, and deal appropriately with, consumers at all times.
3. Consumers have the right to expect that PV systems supplied by a signatory will perform properly, reflect the agreed contract, be fit for purpose as per the specifications provided and as outlined by the signatory and meet the standards the consumer would reasonably expect, including those set out in this Chapter 2: *General Rules and Standards*.
4. If consumers are dissatisfied with a product or service offered or provided, they can provide a complaint to the signatory. A complaint may include any expression of dissatisfaction with a product or service offered or provided, with the sales process or salesperson, or with the complaints handling procedure itself.
5. Signatories must have an appropriate internal complaint handling process that is fair, efficient and transparent, in line with the following:
 - a) Compliant with relevant legislation and standards including the Australian Standard on Complaints Handling AS ISO 10002-2006, which Australia adopted as the replacement for AS 4269 in 2006.
 - b) Information about this complaints process must be made available to consumers and staff.
 - c) Signatories must log the complaint and begin their investigation within a reasonable time of its receipt.
 - d) Every reasonable effort must be made to advise the complainant as soon as possible of receipt of the complaint and the expected timeframe for resolution of that complaint.
 - e) Feedback on the outcome of complaints must be provided within 21 days of receipt. Where additional time is required:
 - i. Consumers must be informed of the need for more time to complete investigation.
 - ii. The investigation must be completed within 45 days of receipt of the complaint.
 - f) Where consumers are dissatisfied with the outcome of a complaint, signatories must provide them with the appropriate contact details for escalating that complaint either

internally or externally to the relevant state or territory industry consumer protection organisation, as an independent dispute resolution body.

Signatories must ensure that consumers fully understand the various avenues of complaint available to them. Consumers who have attempted to have their complaint resolved by the signatory and are dissatisfied with that response be referred by the signatory to the applicable industry ombudsman or consumer affairs body.

- g) Signatories must maintain appropriate record keeping of complaints and their outcomes.
6. Signatories must be able to demonstrate compliance with the Code and provide evidence of compliance to the Code Administrator when a suspected breach of the Code is being investigated. This could include:
- a) Documented procedures
 - b) Discussion of standard practices
 - c) Examples of standard documentation given to consumers such as contracts, warranty documents

Information to be Provided to the Code Administrator

- 7. Signatories are required to provide an annual reconfirmation of their compliance with the Code which also serves to reaffirm the signatory's ongoing commitment to implementing the Code.
- 8. Signatories must nominate an authorised person as the "Code primary contact", and provide up to date details including email address, title and telephone number for this contact. Signatories must inform the Code Administrator within 28 days of a change to the Code primary contact's details. Signatories must inform the Code Administrator immediately of any change in circumstances that may impact on the primary contact's ability to fulfil their role.
- 9. Signatories must inform the Code Administrator of any complaints lodged against them with an energy ombudsman or consumer affairs body.
- 10. Signatories must undertake to inform the Code Administrator of any breaches to the Code made by other signatory companies.
- 11. Signatories must provide the Code Administrator with the following information and data upon request. This information will be used by the Code Administrator in managing the administration of, and compliance with, the Code, including compliance audits and investigating all suspected breaches of the Code.
 - a) Relevant in-house procedures outlined above in Section 2.4: *In-house Procedures and Complaints Handling*.
 - b) Records of all relevant business activities and transactions relating to a suspected breach, including (if applicable) information provided to the consumer who lodged the complaint, and training provided to employees. These records must be kept for a minimum period of five years, for audit purposes in the administration of this Code.
 - c) Details of any known breaches of the Code.
 - d) Regular (for e.g. quarterly) complaints data, including:
 - i. The number of complaints received.
 - ii. The type of complaints received.

- iii. The number of resolved complaints.
 - e) Any other information that the Code Administrator deems relevant for investigating a suspected breach of the Code.
12. All commercial in confidence information will be treated with appropriate confidentiality.
 13. Signatories must comply in a timely manner with reasonable requests made by the Code Administrator for the provision of information or documentation in relation to compliance audits or investigation of suspected breaches of the Code.
 14. Signatories must comply with all reasonable requests of the Code Review Panel in pursuance of its functions (see Section 3.2).

Training and Promotion of the Code

15. Signatories must ensure consumers are made aware of the Code and:
 - a) Take all reasonable steps to promote the benefits of the Code to consumers, including telling consumers about the Code and providing copies when asked.
 - b) Advertise the latest version of the Code on their website and in other relevant marketing documents.
 - c) Ensure consumers are aware of their company's complaints handling provisions.
16. Signatories must ensure employees and representatives, whether employed directly, subcontracted or selling on the company's behalf:
 - a) Are aware of the Code and their responsibilities under the Code
17. Signatories must employ and contract CEC accredited designers/installers for all system designs and installations, who abide by the CEC Accreditation Code of Conduct and Accreditation Terms and Conditions, or an equivalently trained accredited designer/installer as defined by the Federal Government in accordance with the *Renewable Energy (Electricity) (Cth) Regulations 2001*.
18. Signatories must ensure the safety of installers, subcontractors and employees.
 - a) Persons must be appropriately qualified and have completed safety training modules (as listed in CEC Accreditation Guidelines) appropriate to the work including working from heights training.
 - b) Signatories must demonstrate due diligence in ensuring the safety of persons under their direct or indirect responsibility.

Obligations of Signatories and Grounds for Action to be Taken

19. Signatories have given an undertaking that they agree to follow the Code as outlined in this document.
20. Signatories must comply with the Code *General Rules and Standards* (this Chapter 2) when selling, designing and installing solar PV systems.
21. Signatories also agree to be bound by the Code compliance procedure (breach of the Code procedure), Code Review Panel terms of reference and landmark guidelines.
22. Signatories must not act in any way that might bring the Code into disrepute.
23. Signatories must not make any vexatious or unfounded claims against other Code signatories.

24. Signatories must ensure all of their employees, contractors, agents, and any other individuals who act on their behalf comply with the latest version of the Code. Signatories will be held responsible for all the actions of their employees, those individuals they contract with or who sell on their behalf. This includes the practices of third parties from whom signatories purchase sales leads.

25. The Code Administrator/Code Review Panel may need to modify both the Code and supporting documentation at any time to reflect the changing industry and ensure the Code standards continue to meet identified objectives. Changes required may be identified through regular reviews of the Code which will assess the Code's effectiveness and possible areas for improvement (see Section 3.8). Any major changes will be undertaken in consultation with the key stakeholders including signatories, industry, ACL regulators and consumer protection agencies. ~~and~~ Signatories are obliged to comply with the most current version of these documents at all times. Code signatories will be notified by email of any changes to these documents, and will be given three months' notice of any significant changes.

25.26. The Code Administrator/Code Review Panel may take action where there is any failure by a signatory to meet their obligations under the Code. These circumstances include:

- a) Any breach of the Code by a signatory or failure to comply with the Code.
- b) Any conduct or activity which has or may bring the Code into disrepute.
- c) Failure to observe and conform to all relevant Australian Standards and all relevant CEC Accreditation Guidelines, and all applicable laws, ordinances, regulations and codes of practice.
- d) Failure to comply with the requirements for provision of information and data as outlined above in Section 2.4: *Information to be provided to the Code Administrator*.
- e) Failure to pay any applicable fees.
- f) Making any false or misleading declarations or statements to the CEC relating to the Code.
- g) Where there are complaints of a serious nature made against the signatory that are unresolved.
- h) Where the signatory becomes bankrupt, insolvent, or their organisation is placed under administration.
- i) Serious, wilful, systemic, repetitive non-compliance with the potential to impact a large number of consumers or to have a serious impact on a lesser number of consumers.

3. Code Administration and Compliance

Signatories to this Code are also subject to the Code Administration and Compliance arrangements as set out below.

3.1 Role of Clean Energy Council (Code Administrator)

1. The Code will be administered by the CEC Accreditation Team. The Accreditation Team also manages the PV Accreditation Program to accredit designers and installers of PV.
2. The Code Administrator (CEC Accreditation Team) will be responsible for:
 - a) Managing the administration process relating to Code signatories.
 - b) Monitoring Code compliance:
 - i. Carrying out compliance audits and initiating inquiries into compliance.
 - ii. Investigation of complaints that the Code has been breached.
 - c) Determining when breaches of the Code have occurred.
 - d) Determining appropriate action when breaches of the Code have occurred.
 - e) Enforcing sanctions.
 - f) Referring cases to the Code Review Panel for consideration as required.
 - g) Secretariat functions for the Code Review Panel.
 - h) Overseeing promotion of the Code.
 - i) Development of training and supporting material on the Code to assist signatories to comply with the Code.
3. The Code Administrator is not a dispute resolution body, and will refer consumers to either the Code signatory or the relevant consumer protection organisation in accordance with Section 3.3 below.

3.2 Role of the Code Review Panel

1. The oversight, monitoring and direction of the Code will be undertaken by the Code Review Panel (the Panel).
2. The Panel will:
 - a) Be an independent body. All representatives must be independent of Code signatories. They must not have any conflict of interest, for example, having recently been employed by, or consultant to, any Code signatory.
 - b) Have no representative of the Code Administrator sitting on the Panel.
 - c) Be suitably qualified to arbitrate cases referred to it by the Code Administrator, and to hear appeals against sanctions imposed by the Code Administrator.
 - d) Consist of at least three participants that are all non-signatories to the Code:
 - i. A consumer representative with relevant experience and knowledge in, for example, consumer advocacy, protection and law, appointed by the Code Administrator in consultation with regulators of ACL.
 - ii. A PV representative with experience in the solar PV industry appointed by the Code Administrator.

- iii. A Chair with relevant experience and knowledge in, for example, regulatory or government administration of consumer law, or a suitable background to ensure due process is followed at all times, particularly when dealing with any breach of the Code. The Chair will be appointed by the Code Administrator and not employed in the PV industry.
3. Panel members will be appointed for a period of three years, and eligible for reappointment.
 4. The Panel will be responsible for:
 - a) Arbitrating cases referred to it by the Code Administrator.
 - b) Arbitrating appeals against sanctions imposed by the Code Administrator in accordance with Section 3.7.
 - c) Conducting its own inquiries into Code compliance.
 5. The Panel will adhere to the Panel terms of reference, which set out its powers and functions.
 6. The Panel will meet regularly to look at revisions to the Code, policy changes, how the Code operates, and complaints data.
 7. All decisions of the Panel are final. Signatories have no right of review beyond the Panel.

3.3 Consumer Disputes

1. **The Code Administrator will investigate all reported breaches of the Code but will not resolve a dispute between the Code signatory and the consumer.**
2. Consumers who wish to make a complaint against a Code signatory should first contact the signatory directly. PV retailers that are signatories to this Code are required to have a fair and transparent consumer complaints process that meets or exceeds the requirements of the Complaints Handling standard, AS ISO 10002-2006. Details of this process are outlined in Section 2.4: *In-house Procedures and Complaints Handling*.
3. If the consumer is not satisfied with the resolution of a complaint by a Code signatory, they should then contact the relevant industry consumer protection organisation, for example the state consumer affairs or fair trading body (see Appendix 5.3).
4. Consumers are encouraged to inform the Code Administrator of any behaviour which may be in breach of the Code that is lodged with a consumer protection organisation, even if their complaint is subsequently resolved. They can do so using the dispute form available [online the CEC Accreditation website \(solaraccreditation.com.au\)](http://solaraccreditation.com.au) or in writing or by telephone.

3.4 Compliance and Auditing

1. The Code Administrator has put in place arrangements for monitoring signatories' compliance with the Code to ensure it delivers the desired outcomes. Signatories must agree to comply with the requirement for regular monitoring and to allow audits on their compliance with the Code.
2. The Code Administrator will carry out the following monitoring and auditing measures and assess ongoing compliance with the Code through:
 - a) Audit compliance checks.
 - b) Mystery shopping.
 - c) Assessing feedback from consumers obtained through consumer satisfaction surveys.
 - d) Investigating cases it is aware of in which signatories may have breached the Code.
 - e) Analysis of conciliation and arbitration cases.

- f) Analysis of consumer complaints.
- g) Media reports.
- h) Information received from other Code signatories.
- i) Any additional sources.

3.5 Breaches of the Code

1. The Code Administrator will investigate potential breaches of the Code by signatories. Breaches can be raised via:
 - a) Self-reporting from Code signatories.
 - b) Consumers using the dispute forms available on CEC websites
 - c) Any other person or body using the dispute form on the CEC solar accreditation website.
 - d) Evidence of breaches can also be taken from any source including those outlined in Section 3.4.
2. Alleged breaches of the Code will be investigated by the Code Administrator, which will follow the Code Compliance Procedure. The key steps of this procedure are:

- a) Where the only source of information on a potential breach is raised by a third party (Section 3.5, 1(a), (b) or (c) above), evidence of the breach will be requested from the third party.
- b) The Code Administrator will contact the Code signatory in writing, providing details of the alleged breach as soon as practicable.

The Code signatory will be given 21 days to respond to the Code Administrator setting out its comments and evidence on the alleged breach.

Once a signatory is aware a breach may have occurred, if the matter is not disputed, they must explain the actions they have taken to address the alleged breach as soon as practicable.

- c) The Code Administrator will investigate and assess the issue as soon as reasonably practicable in order to minimise consumer dissatisfaction and improve industry standards.
- d) Where a breach is found to have been made, depending on the severity of the breach (see Section 3.5: *Breach Matrix* below), the Code Administrator will either:
 - i. Allocate a sanction in accordance with Section 3.6; or
 - ii. Provide documentation relating to the breach along with a recommended course of action to the Code Review Panel for consideration.
- e) In the event that the breach is handled solely by the Code Administrator, a Code signatory is entitled to appeal the ruling to the Code Review Panel (see Section 3.7).
- f) If a breach is referred to the Code Review Panel (either by the Code Administrator or by appeal), the Panel will determine if a breach has occurred and the subsequent action, if any, that will be taken against the signatory.
- g) All parties involved in the complaint/breach will be notified of the outcomes of the investigation.
- h) All decisions by the Code Review Panel are binding.

Breach Matrix

3. The Table below indicates the seriousness of the breaches. In order to proactively target systemic issues in the industry, the breach levels can be altered at the discretion of the Code Review Panel. Any changes will be made in accordance with Section 2.4, 25.

Section of the Code	Breach level
Pre-sale Activities	
Advertisements and Promotions Any advertisements, promotions, quotations and statements produced must be legal, truthful, and comply with all relevant legislation.	Major <u>Severe</u>
Sales and Quoting Practices Signatories must adhere to ethical sales and quoting practices during all steps of the process	Major
Any reference to Small-scale Technology Certificates (STCs) must be consistent with Clean Energy Regulator wording.	Medium
Point of Contract A written contract must be provided to the consumer and executed as described in Code.	Severe
Receipts must be issued for all deposits collected.	Medium <u>Severe</u>
Prior to Signing the Contract Before the contract is signed the signatory must provide the consumer with the address of the local office or showroom, or a telephone number where any queries can be answered.	Minor
Consumers must be given a flyer describing this Code and also including: a) The process for provision of consumer feedback and lodging consumer complaints. b) A link to the CEC Solar PV Consumer Guide.	Medium
Signatories must ensure that the contract is explained to the consumer prior to entering into an agreement.	Major
Signatories must clearly explain the process surrounding the payment and trade of STCs.	Medium
Consumers must be advised that their electricity contract/tariff may change following installation of solar and to check with their electricity retailer what new electricity tariff rates may be applied.	Medium
Signatories must advise consumers of potential billing issues that may arise following changeover of the meter.	Minor
Consumers must be advised (where relevant in the state of installation) that they require approval from the distributor to connect a system to the electricity grid, must fill out the relevant paperwork prior to installation and should gain approval prior to sale.	Medium
For signatories who prepare and submit the relevant documentation required for approval to connect to the network on behalf of the consumer, they must ensure consumer have approval prior to installation.	Medium
Post-sale Activities	
Pre Installation Cooling-off periods and requirements will be adhered to.	Major
Refund requirements will be adhered to.	Major
Post-installation	

Consumers must be informed on how to measure the performance of their system.	Minor
Signatories must inform consumers how to appropriately maintain their system on a regular basis.	Medium
Signatories must prepare and submit all relevant documentation on behalf of the consumer (where permitted to do so) or otherwise clearly explain to the consumer the process for preparing and submitting such documentation.	Major
Consumers must be informed of the process between system installation and network connection.	Medium
Signatories must endeavour to respond in a timely manner to any additional compliance requests from the distributor or electricity retailer, and if required, in consultation with the consumer.	Medium
Warranty requirements must be adhered to.	Severe
Documentation	
Retailers must ensure that the responsible parties provide the customer with the relevant documentation in either electronic format or hard copy.	Medium
General Business and Obligations of Signatories	
Compliance with the Law	
Signatories must comply with all local, state and federal legislation, CEC accreditation guidelines and regulations.	Severe
In-house Procedures and Complaints Handling	
Signatories must be responsive to, and deal appropriately with, consumers at all times.	Medium
Complaint handling requirements will be adhered to. Signatories must have an appropriate internal complaint handling process that is fair, efficient and transparent.	Severe
Signatories must be able to demonstrate compliance with the Code and provide evidence of compliance to the Code Administrator when a suspected breach of the Code is being investigated.	Medium
Information to be Provided to the Code Administrator	
Signatories must comply with the requirements for information and data to be provided to the Code Administrator.	Severe
Training and Promotion of the Code	
Signatories must ensure consumers are made aware of the Code.	Medium
Signatories must ensure employees and representatives, whether employed directly, subcontracted or selling on the company's behalf are aware of the Code and their responsibilities under the Code.	Major
Signatories must employ and contract CEC accredited designers/installers for all system designs and installations, or an equivalently trained accredited designer/installer as defined by the Federal Government in accordance with the Renewable Energy (Electricity) (Cth) Regulations 2001.	Severe
Signatories must ensure the safety of installers, subcontractors and employees.	Severe
Obligations of Signatories and Grounds for Action to be Taken	
Signatories must adhere to the Code Compliance Procedure, Code Review Panel terms of reference, and landmark guidelines.	Severe
Signatories must not make any vexatious or unfounded claims against other Code signatories.	Medium
Code Administration	
Failure to pay any applicable fees.	Major
Failure to comply with agreed action plan from an audit.	Major

Failure to comply with directives from the Code Administrator relating to Code breaches.	Major
Systematic Breaches This is a breach of the Code that is not a singular event but appears to be a procedural lack of compliance to the Code by the signatory <u>that impacts or has the potential to impact a number of consumers</u> resulting in either the potential to impact a large number of consumers or to have a serious impact on a lesser number of consumers.	Severe

3.6 Sanctions

- Once a breach of the Code has been confirmed then the sanctions will be undertaken as per the matrix below:

Breach	Sanction
Severe	<p>Signatory details to the Code Administrator its strategy to rectify the issue and appoints an independent Code auditor to audit the areas of activity where the breach(s) occurred at the signatory's cost. Audit results and actions to prevent the breach occurring again to be sent to the Code Administrator.</p> <p>The breach will be listed on the CEC website in accordance with Section 3.6, 2 below. The relevant regulator and ombudsman will be notified.</p>
Major	<p>Signatory details to the Code Administrator its strategy to rectify the issue and implements an agreed action plan (at their cost) to prevent the issue re-occurring.</p> <p>If more than three major breaches occur within a 12 month time frame the signatory must appoint an independent Code auditor to audit the areas of activity where the breach(s) occurred at the signatory's cost. Audit results and actions to prevent the breach occurring again to be sent to the Code Administrator.</p>
Medium	Signatory details to the Code Administrator its strategy to rectify the issue, and implements an agreed action plan (at their cost) to prevent the issue re-occurring.
Minor	The signatory provides a written undertaking to the Code Administrator that the breach will not be repeated.

2. The relevant regulator and ombudsman will be notified of any breach of ACL.

2.3. Where a major breach has been made, signatories will be given an opportunity to rectify the breach within a reasonable timeframe, in accordance with a determination by the Code Administrator/Code Review Panel.

- If the breach is not rectified during this time, the breach will be publicly listed on the CEC website and in the Code annual report, identifying the name of the signatory involved.
- If the breach is rectified during this time, the breach will be publicly listed on the CEC website and in the Code annual report, but will not name the signatory involved (i.e. de-identified listings of major breaches will be published in order to advise customers of issues prevailing in the sector).

Termination of Signatories

- ~~3. A signatory can be suspended or removed from the Code at the discretion of the Code Administrator and Code Review Panel.~~
4. Serious, wilful, systemic, repetitive non-compliance which is detrimental to consumers may be cause to remove the retailer as a signatory to the Code with immediate effect.
5. Suspension or cancellation of Code signatory can occur if:
 - c) The signatory fails to provide evidence that they have rectified or addressed a breach of the Code within a reasonable timeframe.
 - d) The signatory has multiple breaches that signify a systematic failure to adhere to the Code. In this case, they can be suspended until they provide evidence the systemic issue has been rectified.
6. Where a signatory has been removed or withdrawn as a Code signatory, the Code Administrator/Code Review Panel has the right to inform the general public and any interested party that the signatory is no longer a signatory to the Code. The signatory will also immediately cease to:
 - a) Describe themselves as a signatory to the Code.
 - b) Use the Code brandmark.
 - c) Advertise or portray themselves as in any way connected to the Code.

3.7 Appeals

1. If a Code signatory believes that the Code Administrator did not exercise reasonable discretion, that they were denied natural justice, or that new evidence has come to light that was not available at the time of original determination, they are entitled to appeal the determination of the Code Administrator to the Code Review Panel.
2. Signatories can lodge an appeal using the appeals form on [line the CEC solar accreditation website \(solaraccreditation.com.au\)](http://solaraccreditation.com.au).
3. Appeals must be lodged within one month of the original Code Administrator determination. They must be submitted in writing, detailing the relevant issue, and reasons why the appeal is being made.
4. The Code Review Panel will consider and provide a ruling on the appeal in writing, along with reasons for the determination, as soon as reasonably practicable.
5. All parties involved will be notified of the outcomes of the investigation.
6. All decisions by the Code Review Panel are binding and there is no further right of appeal.

3.8 Review of the Code and Public Reporting

1. An annual report on the Code's operation, including reporting on Code compliance will be produced by the Code Review Panel, to enable a periodic assessment of the Code's effectiveness, ensure the Code standards meet the identified objectives and community expectations, and to identify systemic issues and areas for improvement.
2. All breaches and sanctions occurring each year will be reported in the Code's annual report. This information will not identify the names of any signatories, with the exception of:
 - a) Cases where a signatory has been removed or suspended from the Code.

- b) Severe breaches that are not rectified by the signatory, as outlined in Section 3.6, 2 above.
3. For the purpose of Sections 2.4, 7- 11, none of this information will be made publicly available, with the exception of 11 (c) and (d), which may be included in the Code's annual report de-identified.
 4. The Code, Code reporting, Code Review Panel and Code Review Panel terms of reference will also be independently reviewed every three years following their commencement. The review will be undertaken by a suitably qualified, independent person/body.
 5. The independent three yearly reviews will be conducted in consultation with relevant stakeholders including consumer advocacy groups, government bodies and regulators of consumer law. The independent reviewer will have access to all necessary documentation including procedures and reporting from the Code Review Panel and Code Administrator.
 6. Systemic concerns identified during Code reviews will be referred to the relevant regulators, as will any breaches of laws and regulations.
 7. The ~~Code annual report and independent reviews se documents may will~~ be published online [the CEC solar accreditation website \(solaraccreditation.com.au\)](http://solaraccreditation.com.au).

4. Becoming a Code Signatory

4.1 Application Process

1. PV retailers wanting to sign on to the Code will need to complete the following steps:
 - a) Complete the online application form.
 - b) Agree to and sign the Code including the Code *General Rules and Standards* (Chapter 2).
 - c) Provide examples of standard documentation as requested (for example, contracts and quotes).
 - d) Submit to an integrity/financial check using an external agency.
 - e) Explain any adverse findings from a summary report on any dispute history lodged with the Code Administrator.
 - f) If required by the Code Administrator, attend an interview with Code Administrator.
 - g) If required by the Code Administrator, provide referees for reference checks/consumer feedback data.
2. Based on the information collected the Code Administrator will make an assessment as to whether the application sufficiently demonstrates that the retailer complies with the Code and has the systems and procedures in place to ensure on-going compliance.
3. Formal feedback on the application assessment will be provided to the applicant.
4. Incorrect or incomplete information submitted by an applicant may lead to the delay or rejection of an application.
5. Where an applicant's actions or behaviour is considered to be inconsistent with the Code, the Code Administrator has the right to refuse an application.
6. Becoming a signatory to the Code is open to both non-CEC members and CEC members.

4.2 Signatory Fees

1. Retailers are required to pay an annual fee in order to maintain their status as a Code signatory.
2. Code fees are tiered according to company size and based on the number of installations per year each company completes.
3. The applicant or signatory must agree that becoming and remaining a signatory to the Code is subject to and conditional upon the timely payment of the following fees.

Size of company	No. of installs per year	Annual fee
Large	Greater than 45 ,000	\$7,000
Medium	1,000- 54 ,000	\$4,000
Boutique	Less than 1,000	\$350

4. The CEC reserves the right to alter or vary the fees from time to time after reasonable notice is given to signatories, in accordance with Section 2.4, 25.

4.3 Withdrawing from the Code

1. Retailers can withdraw as a signatory to the Code at any time provided they advise the Code Administrator of their intention in writing, and give two weeks' notice of their request to be removed as a signatory.
2. Signatories who choose to withdraw from the Code will not be entitled to a refund of any fees or associate charges already paid at the date of receipt of notice to withdraw.

4.4 Use of Brandmark

1. Signatories are required to use the Code brandmark in accordance with the relevant guidelines. The Code brandmark remains the intellectual property of the CEC and legal action may be taken in regard to its misuse.

5. Appendix

5.1 Glossary and Definitions

The definitions for terms used in this document are as follows.

- **Australian Consumer Law** – Schedule 2 to the *Competition and Consumer Act 2010* (Commonwealth).
- **Agreement** – See ‘Contract’
- **Best Industry Practice** –
 - a) Developing and conducting a business in a manner in line with leading practice in the industry, in order to maintain quality that goes beyond mandatory legislated standards.
 - b) A benchmark for the industry that shows results superior to those achieved purely through adherence to legislation.
 - c) Can evolve over time as improvements are discovered.
- **Breach** – Any failure to comply with the Code of Conduct including the Code *General Rules and Standards*, and other documentation referred to in the Code.
- **Business Day** – A day that is not a Saturday, Sunday or public holiday in the relevant location in Australia.
- **CEC** – Clean Energy Council.
- **Code** – This Code of Conduct, as published by the Clean Energy Council.
- **Code Administrator** – Clean Energy Council. Has the meaning outlined in Section 3.1.
- **Code Review Panel** – Has the meaning outlined in Section 3.2.
- **Complaint** – Any expression of dissatisfaction with a product or service offered or provided, or with a complaints process itself.
- **Consumer** – A person, business or not for profit organisation that seeks to buy or lease goods or services from a business or other provider, is party to a contract, or is eligible under the criteria set by a retailer to enter into a contract to acquire a product. Includes the following categories of consumer:
 - a) **Residential Consumer** – A person who purchases solar PV principally for personal, household or domestic use at premises.
 - b) **Small Business Consumer** – A business or not for profit organisation which at the time it enters into the contract, may not have a genuine and reasonable opportunity to negotiate the terms of the contract. A small business is defined in accordance with the *Fair Work Act 2009* as one with fewer than 15 employees, not including casual employees. Associated entities are taken to be one entity when calculating the number of employees.
 - c) **Medium and Large scale Business Consumer** – Any that does not fit into a) or b) above.
- **Contract** – An agreement made between two or more parties (for example, a retailer and a consumer) to supply goods or services relating to a solar PV product, that is intended to be legally enforceable. Contracts can be made in writing or orally.
- **Designer** – Clean Energy Council accredited designer of PV systems.
- **Dispute** – A complaint by a consumer in relation to a Code signatory, that has not been immediately resolved when brought to the attention of that signatory.

- **Distribution** – The activity of delivering electricity from the generator via wires to the end user (retail customers including homes, businesses, etc.).
- **Distributor** – A distribution network service provider, which is an owner, controller or operator of an electricity distribution system.
- **Electricity Retailer** – An entity that delivers and sells electricity directly to the end-use customer.
- **Force Majeure Event** – an event outside the reasonable control of a retailer or a consumer.
- **Inform** – To advise in writing or verbally.
- **Installer** – Clean Energy Council accredited installer of PV systems.
- **Manufacturer** – Includes a person who:
 - a) grows, extracts, produces, processes or assembles goods
 - b) portrays themselves to the public as the manufacturer of goods
 - c) causes or permits their name, business name or brandmark to be applied to goods they supply
 - d) permits themselves to be held out as the manufacturer by another person, or
 - e) imports goods into Australia where the manufacturer of the goods does not have a place of business in Australia.
- **Product** – The solar PV system including panels, inverters and components.
- **Retailer** – Solar PV retailers who are signatories to the Code of Conduct.
- **Signatory** – See ‘Retailer’.
- **Signed** – Has the meaning of something signed in person or equivalent point of acceptance in accordance with the Electronic Transaction Act and other relevant legislation.
- **Solar PV** - Solar photovoltaic.
- **System** – The solar PV system. Refers to the entire arrangement, including PV modules and all other equipment required to make it work including inverters and components.

5.2 Additional Information

Further information relating to this Code including documentation referred to in the Code, guides for signatories to assist in complying with the Code, Code templates, and information for consumers, can be found on [line the CEC solar accreditation website \(solaraccr.com.au\)](http://solaraccr.com.au).

Designer/Installer Accreditation

- Design Guidelines
- Install Guidelines
- Accreditation Code of Conduct
- Accreditation Terms and Conditions

The Code

- Code Compliance Procedure (breach of the Code procedure)
- Code Review Panel terms of reference
- Brandmark guidelines
- Code flyer (consumer guide to the Code)

Consumer Information

- CEC Consumer guide to buying household solar panels:
cleanenergycouncil.org.au/resourcecentre/Consumer-Info/solarPV-guide.html

- CEC guides to connecting to the grid:
cleanenergycouncil.org.au/resourcecentre/gridconnection.html

5.3 Consumer Protection Organisations/Other Contacts

Consumer Affairs

Australian Competition and Consumer Commission

GPO Box 3131
Canberra ACT 2601
T. 1300 302 502
accg.gov.au

Australian Capital Territory Office of Regulatory Services

GPO Box 158
Canberra ACT 2601
T. (02) 6207 0400
ors.act.gov.au

New South Wales NSW Fair Trading

PO Box 972
Parramatta NSW 2124
T. 13 32 20
fairtrading.nsw.gov.au

Northern Territory Consumer Affairs

GPO Box 1722
Darwin NT 0801
T. 1800 019 319
consumeraffairs.nt.gov.au

Queensland Office of Fair Trading

GPO Box 3111
Brisbane QLD 4001
T. 13 13 04
fairtrading.qld.gov.au

South Australia Office of Consumer & Business Services

GPO Box 1719
Adelaide SA 5001
T. (08) 8204 9777
ocba.sa.gov.au

Tasmania Office of Consumer Affairs & Fair Trading

GPO Box 1244
Hobart TAS 7001
T. 1300 654 499
consumer.tas.gov.au

Victoria Consumer Affairs Victoria

GPO Box 123
Melbourne 3001
T. 1300 55 81 81
consumer.vic.gov.au

Western Australia Department of Commerce: Consumer Protection

Locked Bag 14
Cloisters Square WA 6850
T. 1300 30 40 54
commerce.wa.gov.au

Australian Securities and Investments Commission

PO Box 9827
(in your capital city)
T. 1300 300 630
asic.gov.au

Other Bodies

- Clean Energy Regulator ret.cleanenergyregulator.gov.au
- Australian Competition and Consumer Commission acc.gov.au

5.4 Relevant Acts and Legislation

The Code and *Code General Rules and Standards* should be read in conjunction with relevant legislation including:

- *Australian Consumer Law* (Schedule 2 of the *Competition and Consumer Act 2010*, the new name of the *Trade Practices Act 1974*) (Cth).
- State and Territory fair trading legislation, where relevant.
- State and Territory door-to-door sales legislation, where relevant.
- The *Disability Discrimination Act 1992* (Cth).
- The *Racial Discrimination Act 1975* (Cth).
- Any other relevant equal opportunity legislation.
- *The Privacy Act 1988* (Cth).
- *The Spam Act 2003* (Cth).
- *The Do Not Call Register Act 2006* (Cth).
- Renewable Energy Target legislation (*Renewable Energy (Electricity) Act 2000* and *Renewable Energy (Electricity) (Charge) Act 2000*) which is supported by the *Renewable Energy (Electricity) Regulations 2001* (Cth).
- Relevant state domestic building work contracts Acts:
 - *Domestic Building Contracts Act 1995* (Victoria).
 - *Home Building Act 1989* (New South Wales).
 - *Domestic Building Contracts Act 2000* (Queensland).
 - *Building Work Contractors Act 1995* (South Australia).
 - *Home Building Contracts Act 1991* (Western Australia).
 - *Housing Indemnity Act 1992* (Tasmania).
- The *Electronic Transactions Act 1999* (Cth).
- Relevant state and territory electrical licensing legislation (for example, *Electricity (Licensing) Regulations 1991* (Western Australia)).