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**AUSTRALIAN ENERGY REGULATOR**  
**CUSTOMER CONSULTATIVE GROUP**  
**MEMBERS' TERMS OF APPOINTMENT**

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## **1. Introduction**

This document outlines the terms of appointment for members of the Australian Energy Regulator Customer Consultative Group (the CCG).

The CCG is a consultative body established by the Australian Energy Regulator (the AER). The appointment of persons as members of the CCG and the operation of the CCG will be in accordance with the requirements of rule 172 of the National Energy Retail Rules. The CCG is separate from day-to-day administrative and policy processes of the AER.

## **2. Scope and purpose of the CCG**

The CCG is established by the AER to provide advice to the AER on issues affecting small energy consumers that fall within the scope of the AER's functions under the national energy laws.

CCG members will advise on key energy consumer issues that impact on the groups they represent in a collaborative environment alongside other consumer representatives.

The CCG forms an important part of the AER's consultative processes and focuses on the AER's functions under the National Energy Retail Law and National Energy Retail Rules. However, it is not the AER's only mechanism for consultation. The AER also, for example, seeks public submissions on guidelines, and runs stakeholder workshops on an ad hoc basis. In addition, it has established a range of specific consultative mechanisms for its regulatory determination processes.

## **3. Description of duties**

Members' duties are to participate and contribute to the CCG in accordance with the Members' Terms of Appointment set out in this document.

If there is a change to a member that impacts on the member's ability to satisfy these duties, the member must notify the AER.

### **3.1 Provision of comment to the AER**

Members are required to consult with their constituents and should provide comments based on this consultation and their organisation's expertise and experience of:

- issues and energy market developments affecting energy consumers that fall within the scope of the AER's functions under the National Energy Retail Law, National Electricity Law, the National Gas Law and the;
- information dissemination strategies and appropriate external networks available to enhance communication with community and consumer groups and energy consumers; and
- other issues as requested by the AER.

By providing comment on the above issues, members assist the AER to perform its functions under national energy legislation.

### **3.2 Provide tangible outcomes for consumers**

Members will work in partnership with other members and the AER, and must consult and work with their own constituency to assist the AER to:

- improve customer, community and user organisations' understanding of the national energy legislation;
- improve customer, community and user organisations' access to administrative processes of the AER;
- educate customers about their rights and responsibilities in relation to emerging energy issues or energy market developments;
- identify systemic NERL compliance issues by energy businesses.

## **4. Membership**

'Members' may include nominees or representatives from appointed organisations, or individual persons that have suitable experience and/or qualifications. Organisations appointed as a member of the CCG should appoint a person to attend CCG meetings, and should advise the Secretariat (see Contact Details) whether the individual is a representative or nominee of the organisation.

## **5. Appointment process**

### **5.1 Length of appointment**

Members are appointed by the AER for terms of two years, with the option for the AER to extend the term to three years with the agreement of the member. The AER will contact members prior to the expiration of the two year term should it wish to extend the term to three years. The AER retains its discretion to extend, or not extend, the term of appointment of any member to the CCG.

At the end of each term, the AER may seek nominations for and/or appoint new members to the CCG.

In the event the AER does not seek further nominations and/or appoint new members at the expiration of a two or three-year term of appointment, the existing membership shall continue until such time as new appointments are made.

## **5.2 Re-appointment**

Members may be appointed for more than one term. The AER retains its discretion to re-appoint, or not re-appoint, any member to the CCG.

## **5.3 Resignation or termination of appointment**

Termination of an appointment may be by mutual agreement between the member and the AER, upon receipt of a request from the relevant member by the AER. If a member resigns from the CCG, the AER may appoint a new member to replace them on the CCG.

The AER reserves the right to terminate a member's appointment to the CCG at any time for misconduct, including a breach of confidentiality, or failure to declare a conflict of interest. The AER also reserves the right to terminate a member's appointment to the CCG at any time for failure to attend two consecutive CCG meetings.

If a member resigns or their appointment is terminated, the AER will only be liable for payment of sitting fees due up to the date of the resignation/termination.

## **6. Meetings, teleconferences and members' updates**

CCG meetings will be held in person in Melbourne up to three times a year. Meetings will usually run from 10.00am to 3.00pm.

The AER expects that CCG meetings will be held in person in Melbourne three times a year. Meetings will usually run from 10.00am to 3.00pm. A one-hour teleconference is held prior to each meeting, which members should attend. Members should also provide a brief written update (no more than one page) on their activities before each meeting.

Members are expected to attend all meetings. Where the member is an organisation, they are expected to provide a consistent CCG representative. In the event that this representative is unavailable to attend a meeting, the member should nominate a suitably qualified alternate representative to attend the meeting.

## **7. Attendance of non-members**

The AER is likely to invite a representative of the AEMC and dispute resolution schemes to each meeting.

The AER Chair may also invite non-members to attend meetings on an ad-hoc basis where an issue under discussion impacts on a particular sector of the community, or where a person has particular expertise.

Members will be notified in advance of the meeting of the non-member's attendance where possible, and of the matters for discussion.

## **8. Remuneration - sitting fees**

Subject to item 13, the ACCC will recompense members who attend the CCG meeting a sitting fee of \$500 per meeting. The ACCC may at its discretion increase this amount. The sitting fee includes all taxes, duties and other charges, including any Goods and Services Tax (GST) payable in respect of any ‘taxable supply’ under the *A New Tax System (Goods and Services Tax) Act 1999* (GST Act), for which the member is liable.

The sitting fee is payable by the ACCC thirty (30) days from receipt by the Secretariat of a correctly rendered tax invoice to the ACCC.

## **9. Travel, accommodation and other allowances**

The reasonable costs incurred by members attending CCG meetings will be met by the AER.

The AER will reimburse the member for reasonable travel expenses incurred; for example, economy class air fares and the cost of a taxi to and from the airport. Reimbursement of reasonable travel costs will be made upon presentation of receipts and a signed tax invoice to the ACCC. The member must elect on the tax invoice the percentage of the claim that is CCG-related.

“Reasonable costs” shall be regarded as not exceeding the travel allowance at the rate paid to employees of the AER and economy class air fares.

The AER may, in its discretion, reimburse the member for reasonable accommodation expenses incurred for attending CCG meetings. Members must seek prior agreement from the AER for the reimbursement of any accommodation expenses.

The AER will also reimburse the costs of an interpreter if required.

The AER will provide lunch at each meeting.

## **10. Invoice procedure**

Invoices should be forwarded by the member within four (4) weeks of their attendance at each meeting.

Invoices must be addressed to the CCG Secretariat (see Contact Details) and shall include the following information:

- a title – ‘AER Customer Consultative Group of <date> – sitting fees’;
- the name of the project officer performing CCG Secretariat duties;
- the fee amount payable (see item 11 above - Remuneration – sitting fees), separately identifying the amount of GST payable in respect of the invoice;
- any travel expenses to be reimbursed (this may be specified on the invoice— supporting invoices/receipts are to be attached to the tax invoice for these expenses); and
- the member’s A.B.N and details for payment (Bank, BSB, Account No. and Account Name).

Invoices issued to the ACCC in respect of CCG sitting fees must:

- (a) be a tax invoice in accordance with the GST Act; or
- (b) satisfy the minimum information requirements to entitle a recipient of a taxable supply to claim an input tax credit without holding a tax invoice.

Note: where the member is ABN registered, but not GST registered, the ACCC will reimburse the member for the GST-exclusive sitting fee rate, being \$454.55.

## **11. Conflict of interest**

Members who believe that any of their external activities could conflict with their position on the CCG should declare their interest to the CCG Secretariat as soon as practicable after becoming aware of the potential, perceived or actual conflict, and in any event within fourteen (14) days.

## **12. Confidentiality**

Members are asked to respect the role of the AER as an independent statutory authority with a regulatory function. The AER will provide information to the CCG about its activities where this is not prevented by confidentiality or operational requirements.

If the AER releases information to members, the AER can impose conditions regarding members' use of the information.

Members must not, except as permitted by the AER, required by law, or where the information is already in the public domain, disclose information provided to them by the AER and indicated by the AER to be 'confidential', or information that members ought to have known to be 'confidential'.

This confidentiality clause shall survive the expiration or termination of the member agreement.

## **13. Variations to the Members' Terms of Appointment**

The AER reserves the right to make minor variations or amendments to the Members' Terms of Appointment as circumstances dictate. 'Minor variations' are amendments to things such as AER contact details.

The AER reserves the right to amend the CCG's Terms of Appointment or the role of the CCG if, for any reason, it is necessary because of changes made to the National Energy Retail Law and National Energy Retail Rules.

Other variations may be made to the Members' Terms of Appointment by agreement with the appointed members at the time of the amendment.

## **14. Relationship with the ACCC and AER**

Members of the CCG are not, by virtue of their appointment, or for any purpose, an employee or agent of the ACCC or AER. Members have no power or authority to bind or represent the ACCC or AER, and must not represent themselves as such, or as an employee or agent of the ACCC or AER.

## **15. CCG projects**

Correspondence by or on behalf of the CCG and all group submissions made by the CCG as an entity to parties external to the AER should be agreed in principle by the AER and the CCG and documentation approved by the CCG Chair.

## **16. CCG Secretariat**

The AER will provide a CCG Secretariat whose services will include:

- provision of general administrative and secretarial support to members;
- organising CCG meetings, including formal meetings and meetings out of session;
- drafting of minutes; and
- preparation and distribution of required material and/or posting on the approved AER internet site.

All correspondence and other documentation relating to or arising from the CCG should be directed to the CCG Secretariat. In particular, the CCG Secretariat will issue and receive all correspondence regarding CCG meetings, travel, or other allowances, invoices, CCG projects, or the appointment process.

Members will liaise with the CCG Secretariat and provide such information as the AER may reasonably require.

## **17. Contact details**

Inquiries about the CCG can be made by emailing the CCG Secretariat at [AERInquiry@aer.gov.au](mailto:AERInquiry@aer.gov.au).

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