

Response to AER's guidelines for embedded networks 17/3/25

Dear AER, in response to this consult paper I would like to submit the following;

I was former co-founder and Managing Director of METER2CASH Solutions and later sold this to Altogether, prior to this I was in regular contact with key director [REDACTED] to help introduce on-supplier guidelines within embedded networks along with the introduction of retail and network exemptions. I now find myself auditing and tendering embedded networks on behalf of body corporates and their small consumers that ultimately paves way for far more competitive pricing and compliant services.

Embedded network retailers/managers, weather retailing or simply billing on behalf of a Body corporate/strata as an on supplier, have many rules to comply with, not all of them follow this. There are obvious breeches in law but no one is enforcing the law until a customer complains. **There needs to be random audits conducted by the operator to ensure rules are compliant.** Body Corporate do not understand and are often taken advantage of.

Developer/Retail embedded network service agreements – many of these agreements do not include consumer pricing, under bc law this is a breach. Retailers will often inflate the value of the assets they provide in their agreements, sometimes including payments to the developer above and beyond the value of the assets provided. **Retailers need to provide a detailed breakdown of those assets and include receipts of purchase to ensure transparency,** decent embedded network operators do not mark up these purchases nor do they provide cash handouts. **Retailers must provide comparative consumer pricing at the time of agreement with the developer.**

Termination clauses – several embedded network retailers do not include termination clauses in their 10 year agreements. **These agreements need to be included as part of the EN laws and added to that is termination for convenience clauses so that either party can terminate at any time.** If a BC can obtain cheaper pricing and better service provision elsewhere, they should be able to terminate at any time just like a customer external to an embedded networkpower of choice was meant to assist with this but to do this within an EN is commercial unviable.

I have recently carried out tenders where the successful retailer was made to include termination for convenience. If they do the right thing, their client and customers will have no need to terminate.



Marty Robson

Managing Director

