



# **DRAFT AER Retail Pricing Information Guidelines**

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Version 5.0

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# Overview

1. The AER may, in accordance with the retail consultation procedure, make and amend the AER Retail Pricing Information Guidelines (Guidelines).<sup>1</sup> The purpose of the Guidelines is to provide guidance to retailers in the presentation of standing offer prices and market offer prices, and thereby assist small customers consider and compare standing offer prices and market offer prices offered by retailers.<sup>2</sup>
2. Standing offers (referred to throughout this document as standing offer plans) are available to small customers for the sale and supply of energy under a standard retail contract.<sup>3</sup> Standing offer plans protect small customers who are able to choose their energy retailer but have not exercised that choice. Model terms and conditions for standing offer plan contracts are set out in the National Energy Retail Rules (Retail Rules).
3. Market offers (referred to throughout this document as market offer plans) are offers retailers make to customers under a market retail contract. The Retail Rules do not prescribe terms and conditions for market offer plans, but contain minimum requirements for these contracts. As such, market offer plan contracts may be fairly different to a standard retail contract. For example, retailers may be able to change prices more frequently under a market offer plan but may offer lower tariffs or other beneficial terms and conditions that appeal to customers.
4. These Guidelines may specify any additional matters the AER considers necessary or convenient to assist customers to consider and compare standing offer prices and market offer prices offered by retailers.<sup>4</sup> Therefore, the Guidelines are not restricted to the presentation of prices alone and include requirements about other aspects of retail energy plans.
5. The National Energy Retail Law (Retail Law) requires retailers to:
  - present standing and market offer plan prices in accordance with the Guidelines, including without limitation their presentation when publishing, advertising or notifying the AER of those prices or any variation<sup>5</sup>
  - present standing and market offer plan prices prominently on their websites in accordance with the Guidelines<sup>6</sup> and
  - submit to the AER information and data relating to the presentation of standing and market offer plans that are generally available to classes of small customers, in the manner and form (and by the date or dates) specified in the Guidelines.<sup>7</sup>
6. The Retail Law also requires the AER to develop and make available on a website a price comparator.<sup>8</sup> To meet this obligation, the AER has developed and maintains Energy Made Easy (<http://www.energymadeeasy.gov.au>). The purpose of Energy Made Easy is to assist small customers to compare the standing offer plan price available to those customers and market offer plan prices that are generally available to classes of small customers, in accordance with the AER Retail Pricing Information Guidelines.<sup>9</sup> Energy Made Easy may, in addition to the information about the price of the

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<sup>1</sup> National Energy Retail Law s 61(1).

<sup>2</sup> National Energy Retail Law s 61(2).

<sup>3</sup> National Energy Retail Law s 22(1).

<sup>4</sup> National Energy Retail Law s 61(3)(c).

<sup>5</sup> National Energy Retail Law ss 24, 37.

<sup>6</sup> National Energy Retail Law ss 24, 37.

<sup>7</sup> National Energy Retail Law s 63.

<sup>8</sup> National Energy Retail Law s 62(2); <http://www.energymadeeasy.gov.au/>

<sup>9</sup> National Energy Retail Law s 62(3)

standing offer plans and market offer plans listed in the comparator, include such other information as the AER considers will achieve the purpose of a price comparator.<sup>10</sup>

7. This version of the Guidelines contains several substantive changes from previous versions. Key amendments are summarised in Table 1 below.

**Table 1 Key amendments in Version 5**

Amendment	Description
<b>Requirement for two plan documents</b>	Current requirement for retailers to provide an Energy Price Fact Sheet for each offer replaced with obligation to have two plans documents available – the <i>Basic Plan Information Document</i> and the <i>Contract Summary</i> .
<b>Use of EME ID number</b>	Retailer (and third party) sales and customer service agents must have access to the plan ID number and be able to refer to it to identify plans.
<b>Removing ability for retailers to create plan documents</b>	Retailers are no longer able to generate their own plan documents. All documents will be generated through Energy Made Easy and retailers will be required to link to these.
<b>Application to third party marketing activities</b>	Requirements to provide Basic Plan Information when marketing or providing information about generally available plans are extended to any third party acting on a retailer’s behalf.
<b>Generally available and restricted offers</b>	Clarification that generally available plans include all those plans available to small customers, except where specific restrictions apply.
<b>Language requirements</b>	Some terminology relating to tariffs prescribed for greater consistency and customer comprehension.
<b>Comparison pricing</b>	A comparison pricing table – setting out an estimated bill for each plan for three consumption profiles – is included on the Basic Plan Information document for most residential plans.

**AER enforcement of the Retail Law**

8. The AER is responsible for monitoring, investigating and enforcing compliance with the obligations under the Retail Law and Retail Rules (National Energy Retail Laws). For detailed discussion on the AER’s performance of this role, see the AER’s Compliance and Enforcement Statement of Approach.<sup>11</sup>
9. The National Energy Retail Laws give the AER powers to monitor, investigate, enforce and report.<sup>12</sup> In particular, the AER:
- monitors compliance with obligations under the national energy laws
  - investigates and makes inquiries regarding breaches or possible breaches of the national energy laws
  - takes appropriate enforcement action, including:
    - issuing infringement notices
    - accepting voluntary or court enforceable undertakings

<sup>10</sup> National Energy Retail Law s 62(5)

<sup>11</sup> Available on the AER website at: <https://www.aer.gov.au/publications/corporate-documents/aer-compliance-and-enforcement-statement-of-approach>

<sup>12</sup> National Energy Retail Law s. 204

- instituting proceedings in relation to breaches of obligations under national energy laws
  - revoking retailer authorisations
  - reports on compliance with obligations under the National Energy Retail Laws.
10. Possible enforcement responses to breaches of the Retail Law or Rules can generally be categorised as administrative resolution (such as voluntary undertakings, revisions to internal processes or improved compliance training) or statutory enforcement action.
  11. Statutory enforcement action can include issuing infringement notices of \$4,000 for a natural person or \$20,000 for a body corporate, enforceable undertakings and court proceedings.<sup>13</sup> The AER also has the power, in limited circumstances, to revoke a retailer authorisation.
  12. The AER aims to exercise its functions and powers in a fair, consistent and transparent manner. The AER and the Australian Competition and Consumer Commission (ACCC) work together by applying a coordinated approach to ensure misconduct in the energy market is addressed.
  13. Businesses that operate under the Retail Law also have obligations under the Australian Consumer Law that apply to their relationships with energy customers. The Australian Consumer Law and the national energy laws operate together, and provide the framework in which businesses must operate.

### **Definitions and interpretation**

14. In these Guidelines words and phrases have the meaning given to them in the Glossary, or if not defined in the Glossary, the Retail Law.

### **Application of these Guidelines**

15. The Guidelines have application to all types of marketing and publishing of energy plans to small customers. This includes energy retailers and any agents marketing or providing information about energy plans on their behalf, such as comparison websites and telemarketing or door-to-door sales agents.
16. References to retailer obligations throughout this document should be interpreted as including any third party involved in marketing, publishing or advertising energy plans.

### **Processes for revision and version history**

17. The AER may amend or replace these Guidelines in accordance with the retail consultation procedure set out in the Retail Rules.<sup>14</sup>

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<sup>13</sup> National Gas Law, s. 279

<sup>14</sup> Retail Rules r173

## Submitting information to the AER for Energy Made Easy

18. This section of the Guidelines specifies retailer requirements in providing energy plan data and information to the AER for the purpose of Energy Made Easy.<sup>15</sup> It also prescribes requirements for retailers for terminology and display of energy plan information and on linking to energy plan documents generated by Energy Made Easy.

### Providing plan information to the AER

19. Retailers must submit data and information to Energy Made Easy in the manner and form required by these Guidelines<sup>16</sup> and in accordance with clause 30.
20. The retailer secure area of Energy Made Easy automatically generates the plan documents (as defined in clause 64) for each plan created or modified by a retailer in Energy Made Easy. Both documents can be exported in PDF format.

### Obligation to link to Energy Made Easy plan documents

21. Retailers must, on their websites, link to an HTML version of the plan documents on Energy Made Easy.

### Timeliness of submission of plan data and management of plans on retailer's websites

22. Retailers must:
  - a. submit information to Energy Made Easy on each generally available plan within two business days of the plan becoming available to customers and ensure the HTML link to the plan documents on retailer websites is live within the same timeframe and
  - b. remove expired or obsolete plans from publication on Energy Made Easy within two business days of the plan becoming unavailable to customers and ensure that the HTML link to the plan documents on retailer websites is removed within the same timeframe.
23. The AER may review retailer compliance with the obligations under clause 22 and may require retailers to provide evidence of compliance with this obligation.

### Quality control of data and information submitted

24. Retailers are responsible for ensuring the data and information published on Energy Made Easy and retailer websites is accurate and up to date.
25. Retailers must review and approve all data and information before publishing on Energy Made Easy.
26. Plans are published automatically on Energy Made Easy once the retailer account administrator has approved them.
27. Publication of a plan on Energy Made Easy is not an approval by the AER of the plans contents.

### Using plan ID

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<sup>15</sup> For the removal of doubt a reference to providing information or data to Energy Made Easy is a reference to providing it to the AER for the purposes of s63 of the National Energy Retail Law.

<sup>16</sup> National Energy Retail Law s. 63

28. Energy Made Easy generates a unique reference code or plan ID for each plan. When marketing plans, retailers must comply with clauses 95 and 96.
29. Retailers must refer to the plan ID and retailer call centres or other agents must have access to the plan ID and be able to refer to it to identify each energy plan.

### Key plan information

30. Retailers must provide information and data for all relevant plan fields, as detailed in the 'Offer Fields and Validation Criteria' technical document provided in the Energy Made Easy secure area.
31. Clauses 32 to 62 provide additional information relating to price information, discounts, incentives, fees and other additional information to be provided.

### Price information

32. Retailers must provide:
  - a. the unit price for electricity and/or gas, expressed in 'cents per kWh' and/or 'cents per MJ' as appropriate. These must be labelled using the word 'usage' and
  - b. any fixed or standing charge, expressed in 'cents per day' and labelled as a 'daily supply charge'.

### Discounts

33. A retailer must, for a plan that includes a discount, enter the following information into Energy Made Easy to populate the plan documents:
  - a. the amount and/or percentage of the discount
  - b. for percentage discounts, what portion of the customer's bill the discount applies to, for example, whether the discount is off usage, the supply charge or the whole bill
  - c. the base level tariff and what the discount is off
  - d. where information on the base level tariff can be found (including the specific page where it can be found on the retailer's website)
  - e. for dual fuel plans, which fuel(s) the discount applies to.

### *Guaranteed discounts*

34. A guaranteed discount is any discount that does not require a particular action or behaviour on the part of the customer.
35. A retailer must state in the data and information provided to Energy Made Easy for energy plan documents if the discount is off GST-inclusive or exclusive charges.

### *Conditional discounts*

36. Conditional discounts are discounts that only apply if a customer satisfies certain requirements or conditions. Examples of conditional discounts include (but are not limited to):
  - a. pay on time discounts
  - b. bundling discounts (when a customer signs up to both electricity and gas with a retailer)
  - c. direct debit discounts.



37. A retailer must clearly state in the data and information provided to Energy Made Easy the condition(s) the customer must satisfy to receive the discount (for example, paying the bill by the due date), and if the discount is off GST inclusive or exclusive charges.

## **Incentives**

38. An incentive is a benefit to the customer, other than a discount, including non-price benefits, one-off price benefits or physical gifts that are provided to a customer upon entry to a contract.
39. A retailer must provide details of non-price incentives that form part of the plan when they provide plan information to Energy Made Easy. Examples of non-price incentives include vouchers for use in energy retail stores, magazine subscriptions, cinema tickets or tickets to sporting events.
40. If, in the event of early exit from a contract, a customer is required to pay the retailer the value of the incentive, this must be stated on the plan documents.
41. Any other benefits that have a one-off application, including price benefits, must be clearly and simply explained in the information provided to Energy Made Easy.

## **Fees**

42. Retailers must provide the key fees applicable to a plan to Energy Made Easy. A 'key fee' is any fee applying to a plan that will be incurred by:
- all customers or
  - a significant portion of customers.
43. The amount of each fee must be specified in dollars (inclusive of GST) or as a percentage of the bill amount.
44. If a retailer applies any further fees to a plan that are not key fees, they must include, in the information provided to Energy Made Easy, a reference to where a customer can access additional information on these fees (for example, a fee or charge that relates to a special meter read or meter inspection fee and is not a key fee).
45. A retailer must name any fees relating to the disconnection or reconnection of a small customer as 'disconnection fees' and 'reconnection fees' respectively. In the description of these fees, it must be clearly stated when the fee will be charged. For example, if a disconnection fee will be charged when the customer moves property, this must be clearly stated.
46. Key fees include (but are not limited to):
- account establishment fees
  - annual fees/membership fees
  - exit fees
  - late payment fees
  - disconnection fees
  - reconnection fees
  - payment processing fees (for example, credit card fees and direct debit fees)
  - metering fees.

## **Additional information to be provided**

47. Retailers must also provide the following information to Energy Made Easy for publication on plan documents:
- a. the distribution area that the plan applies to
  - b. the billing period, and if flexible billing options (i.e. monthly billing) are available
  - c. the cooling off period
  - d. the length of the contract or, where applicable, the fact the contract has no specified length
  - e. the length of the benefit period
  - f. the arrangements that will take place at the expiry of the contract or benefit period
  - g. whether a retailer may vary the prices that apply to an plan, and if the price may vary, how and when small customers will be notified of price variations
  - h. how and where small customers can access information on the full terms and conditions of the plan and
  - i. a retailer's contact information, including contact phone number and website details
  - j. metering arrangements and any associated costs.

## **Eligibility criteria**

48. Retailers must provide details of any specific eligibility restrictions that would prevent a customer accessing any generally available plan. Examples of specific eligibility restrictions include:
- a. the plan only being available to member of a particular club
  - b. availability being conditional on a customer purchasing a particular product or service – for example, purchasing a smart meter from the retailer or signing on to a retailer rewards program.
49. Specific eligibility criteria apply to generally available plans and are separate from criteria for restricted plans, as described in clause 70.

## **Solar, GreenPower and other options**

50. Retailers must specify information on additional options that a small customer may select, such as GreenPower options. Where a particular plan has a number of GreenPower options associated with it, a retailer must provide information on each of the associated GreenPower options as one plan.
51. GreenPower plans are separate plans to plans that do not have GreenPower as an option.
52. Retailers must clearly specify when a plan is available to customers with solar photovoltaic systems. They must also indicate the solar feed-in tariff (or solar feed-in tariffs if there are more than one) available to customers entering into the plan.
53. If an additional option changes any element of the rest of the plan, retailers must create a separate plan. For example, if a higher daily supply charge will apply for solar customers this would constitute a separate plan.

## **Metering configurations and tariff type**

54. Retailers must specify if the plan's availability is subject to the customer's property having a particular metering system or configuration.

55. Each tariff type available with a plan is considered a separate plan and Energy Made Easy will generate separate plan documents for each metering configuration.

## Dual fuel plans

56. 'Dual fuel plans' are plans where prices or conditions offered are contingent on customers accepting the supply of both electricity and gas from the retailer. A plan can be a dual fuel plan even if the customer will enter two separate contracts and receive two separate bills.

57. Energy Made Easy will automatically allocate a plan ID to a dual fuel plan and create the plan documents.

58. A dual fuel plan will be displayed as one single plan on the plan documents. Retailers must clearly indicate to customers in the data provided that the plan is contingent upon the customer accepting the supply of both electricity and gas from the retailer.

## Language requirements

59. Language requirements apply to information provided to Energy Made Easy for use on plan documents and in other advertising and/or marketing by retailers or their agents.

60. In addition to the requirements specified in *Table 2 – Language requirements*, retailers must use language that is clear, simple and widely understood.

61. Terminology should be consistent across information provided to Energy Made Easy and in marketing and advertising where the meaning of the term is unchanged.

62. *Table 2 – Language requirements* prescribes required terms for certain components of a plan and prohibits the use of other terms for energy plan documents and in advertising and/or marketing. Retailers cannot use a synonym to a prohibited term to avoid the prohibition. The language requirements do not extend to contracts or to bills. However, retailers should seek to maintain consistency across these documents wherever possible.

**Table 2 – Language requirements**

Prohibited terms	Required terms
Unconditional discount Non-conditional discount Base discount	Guaranteed discount
Termination fee Early termination fee	Exit fee
Consumption	Usage
Standing charge Fixed charge	Daily supply charge

Prohibited terms	Required terms
Fixed Fixed term (except where the price is fixed, in which case 'fixed' may be used in relation to price)	Contract term, Contract length, or [number] month contract If there is no contract term: 'no contract term'
Evergreen	Ongoing contract with benefit period, or Ongoing contract with [number] month(s) benefit period
Fixed benefit period	[number month(s)] benefit period, or Benefit period
Two-rate	Time of use*
Off-peak to refer to controlled load usage	Separately metered usage*
Controlled load	Separately metered usage*
Any term other than 'general usage' to describe the general consumption element of a single rate tariff plan	General usage*
Shoulder or any term other than 'semi-peak' to describe intermediate time of use periods between 'peak' and 'off-peak'	Semi-peak, semi-peak 1, semi-peak 2*

\*These are new terms proposed in Version 5 of the Guidelines (January 2018). Table 3 shows how the terminology above is applied to a time of use offer.

**Table 3: Example time of use pricing table**

## Prices

(GST exclusive so that you can compare with your bill)

	Summer: 1 Dec – 28 Feb		Other: 1 March – 30 Nov	
<b>Off Peak</b>	10pm-7am Mon-Fri Sat Sun	21.34 cents per kWh	10pm-7am Mon-Fri Sat Sun	21.34 cents per kWh
<b>Semi-peak 1</b>	9am-5pm Mon-Fri 8pm-10pm Mon-Fri	37.147 cents per kWh	9am-5pm Mon-Fri 8pm-10pm Mon-Fri	33.24 cents per kWh
<b>Semi-peak 2</b>	9am-5pm Mon-Fri 8pm-10pm Mon-Fri	34.848 cents per kWh	9am-5pm Mon-Fri 8pm-10pm Mon-Fri	31.68 cents
<b>Peak</b>	7am-9am Mon-Fri 5pm-8pm Mon-Fri	38.588 cents per kWh	7am-9am Mon-Fri 5pm-8pm Mon-Fri	35.147 cents per kWh
<b>Separate meter 1</b>	8pm-8am - 16.61 cents per kWh		8pm-8am - 16.1 cents per kWh	
<b>Separate meter 2</b>	11pm-5am - 22.572 cents per kWh		11pm-5am - 23.572 cents per kWh	
<b>Supply charge</b>	84 cents per day		84 cents per day	

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## Energy Plan Documents

63. This section of the Guidelines specifies the energy plan documents retailers must have available for customers in relation to generally available and restricted plans.
64. Retailers must have available two documents (the plan documents) for each plan:
  - a. Basic Plan Information Document (BPID)
  - b. Contract Summary (CS).
65. Energy Made Easy will generate the plan documents for each plan submitted by retailers to the retailer secure area of Energy Made Easy.

### Generating the plan documents

66. The BPID and the CS are generated through the Energy Made Easy secure area.
67. Retailers are not permitted to create these documents and must use the documents generated by Energy Made Easy as prescribed in these guidelines.
68. Retailers' obligations with respect to the publication and distribution of the plan documents vary according to whether the plan is generally available or not.

### Generally available plans

69. All plans that are available to any small customers in the appropriate distribution zone with the appropriate metering configuration are generally available unless they are a restricted plan.

### Restricted plans

70. Restricted plans are:
  - a. family and friends plans
  - b. plans targeted to a specific small group of customers, for example, customers receiving a specific concession
  - c. obsolete plans
  - d. standing offer plans that are not readily available to small customers but which retailers publish on Energy Made Easy only to satisfy their Financially Responsible Market Participant (FRMP) requirements.

## When plan documents are required

71. The retailer must have a BPID for every plan, including restricted plans.
72. The requirement to provide the plan documents to customers depends on how the retailer or its agent engages with the customer in accordance with clauses 74 to 94.
73. The CS and BPID must be provided in the retailer's welcome pack for every offer made to a small customer.

## Requirements for generally available plans on retailer websites

74. For each generally available plan a retailer must:
  - a. publish in a prominent position, a clear link to the BPID, labelled 'Basic Plan Information', anywhere the retailer provides information about a plan on the retailer's or another website,
  - b. if a plan for a particular distribution zone has tariff variations requiring multiple BPIDs, the link must be to:
    - i. a list of BPIDs for each variation, or
    - ii. further questions to establish the specific variation relevant to the customer (for example, about their metering configuration), before linking to the BPID for the specific variation.
75. Retailers are not required to publish a CS for a generally available plan separately on the retailer's website. A link to the CS is provided in the BPID.

## Requirements for restricted plans

76. While retailers must provide plan information to Energy Made Easy for restricted plans to generate plan documents, they are not required to publish these documents on Energy Made Easy.
77. Retailers are not required to publish a link on their website to a BPID or CS for restricted plans.
78. Retailers are required to advise a customer of the availability of the BPID and provide it on request in accordance with clauses 80 and 89.
79. The plan documents for each restricted plan must indicate the plan is a restricted plan, and state that the plan is not available to all customers.
80. During any online sign up process for a restricted plan, as an initial step, the retailer or its agent must inform customers that a BPID is available upon request and advise the customer the BPID is an information sheet that contains all the key details of a plan.

## Requirements for online sign up for generally available plans

81. Customers must be able to access a link to the BPID as an initial step in any online search or sign up process.
82. A retailer must refer to the relevant BPID and provide a clear and prominent link to the BPID in close proximity to the reference where customers are signing up to a plan through an online sign up process. This includes through third party sales channels such as comparison websites and utilities connection services.

83. A retailer must not require a customer to provide technical or personal information in order to obtain a BPID, other than information required to determine if a small customer is eligible for a plan, for example:
- the minimum level of information necessary to allow the retailer to determine the customer's distribution zone and/ or
  - metering configuration information.
84. A retailer must provide customers with an explanation as to how to obtain information required under clause 83, including where that information can be found on:
- their current bill(s) and
  - their meter, if relevant.

### Requirements for in-person marketing activity

85. During any door-to-door sales or other in-person marketing activity to a small customer for any plan a retailer or its agent must provide the customer with:
- a BPID (which will contain a link to the CS) at the time of contact and
  - a hard copy of the CS on request
86. A retailer does not need to provide the customer with a BPID and CS if the door-to-door sales or other marketing activity ends promptly without any conversation in relation to prices or plans - for example, if the small customer refuses to engage with the retailer, or third party representing the retailer.

### Requirements for other marketing activities

87. The obligations in this clause and clauses 88 to 89 relate to the marketing of generally available and restricted plans by any means, including but not limited to, telemarketing activity, telephone queries, or other internet sales channels that relate directly or indirectly to:
- a retailer explaining plans, in circumstances where the discussion relates to prices or discounts
  - a retailer attempting to retain small customers
  - a retailer attempting to gain small customers
  - a retailer attempting to offer an additional energy type to small customers – for instance marketing or discussions relating to bundled plans with small customers that the retailer currently supplies with one fuel).
88. In relation to the marketing of generally available plans, the retailer must:
- advise the customer that the BPID is available on the retailer's website (noting the relevant URL) or upon request, and note that the BPID is an information sheet that contains all the key details about a plan and
  - at the customer's request send (via post or electronic communication) the BPID to the small customer within five business days.
89. In relation to the marketing of restricted plans the retailer must:
- advise the customer of the availability of the BPID for the plan, and note that the BPID is an information sheet that contains all the key details about a plan and

- b. at the customer's request, send (via post or electronic communication) the BPID to the small customer within five business days.

## Use of a marketing agent

90. Clauses 85 to 89 apply to in-person and other marketing by agents including third party comparator websites and utilities connection services.

## Publication requirements on mass media and social media

91. If a retailer or its agent markets generally available plans that reference prices, discounts, or the value of existing or potential plans for customers on mass media channels including magazines, the internet, newspaper or billboards, a retailer must include the following statement in any advertisements in clear and easily readable text:
  - a. 'A Basic Plan Information Document for this plan is available at [insert retailer website]' or
  - b. 'Basic Plan Information Documents are available at [insert retailer website].'
92. The requirement in clause 91 extends to the promotion of plans through social media and advertisements on social media.
93. If a retailer advertises a plan online using a medium with character limitations that prevents the text required in clause 91 to be included, a retailer must include the text in a prominent location on the first webpage linked to in the advertisement.

## Price comparison websites and third party sales agents

94. A link to the BPID must be provided for any marketing of generally available plans on third party price comparison websites or sales websites.

## Requirement to refer to plan ID in communication with customers

95. Retailers must be able to make reference to the plan ID in communication with customers.
96. If a customer makes an enquiry with a retailer or its agent about a plan, for example by calling the retailer's call centre or the call centre of the retailer's agent, and the customer refers to an Energy Made Easy-generated plan ID, the call centre staff member must be able to cross reference and identify which plan the customer is referring to without asking for any additional information from the customer other than the plan ID.



## Requirements for describing discounts in advertising and marketing

97. If a retailer makes a representation in its marketing or advertising about a specific discount rate, that is, the amount and/or percentage of the discount, the retailer must also provide the information prescribed in clause 33. The exception that exists for character-limited advertising or marketing in clause 93 also applies where relevant.
98. For example, these requirements would be satisfied with an electricity advertisement with the claim: '15% guaranteed discount off usage charges' and, in fine print 'Discount is off our standing offer plan charges. This information is available at [www.sunenergy.com.au/standingplancharges](http://www.sunenergy.com.au/standingplancharges)'.
99. Each discount must be named and described using language that is clear, simple and widely understood and complies with Table 2.
100. In any advertising and/or marketing where a conditional discount is referred to a retailer must clearly state the conditions the customer must satisfy to receive the discount.
101. The Australian Consumer Law prohibits retailers from representing discounts in a manner which misleads or deceives consumers.<sup>17</sup> Nothing in these Guidelines affects the operation of the Australian Consumer Law.

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<sup>17</sup> *Competition and Consumer Act 2010* (Cth) Sch 2 Australian Consumer Law ss 18, 29(1)(g), 29(1)(i).

## Content of energy plan documents

102. The energy plan documents are populated by the data and information provided by the retailer to Energy Made Easy.
103. Appendices A and B provide the manner and form in which information in a BPID and a CS must be displayed.

### Comparison pricing table

104. Energy Made Easy will automatically generate a Comparison Pricing Table for display on the BPID.
105. The Comparison Pricing Table will include estimated bills for three household usage profiles: 1-2 people, 3 people and 4-5+ people.
106. Two bill estimates will be displayed for each profile:
  - a. A base price estimate, excluding all discounts and
  - b. An estimated bill that includes all available discounts
107. For electricity plans, the estimate will be for a three-month period.
108. For gas plans, the estimate will be for a two-month period.
109. Estimates will be rounded up or down to the nearest ten dollars (\$10).
110. The comparison pricing table will not be displayed on the BPID for:
  - a. small business customer plans or
  - b. residential customer plans with demand charges.

# Appendix A: Basic Plan Information Document

# Basic Plan Information

## Sunny Day Offer at 1 January 2018

To find out more [click here](#) or contact us on:

Phone: 13 00 00 (you can quote plan ID **SUN83837MR**)

Web: [www.sunenergy.com.au](http://www.sunenergy.com.au)



### My household is most like:

				kWh/day	Estimated quarterly bill		
					Base price	With all discounts	
	1 to 2 people		1 to 2 bedrooms		Weekly washing, little heating and cooling 9 kWh/day	\$350	\$290
	3 people		3 bedrooms		Washing a few times a week, regular heating and cooling 19 kWh/day	\$640	\$520
	4 to 5+ people		4+ bedrooms		Daily washing, heating and cooling 26 kWh/day	\$820	\$660

Bill estimates are GST inclusive and exclude solar payments, concessions and bonuses and are based on an average household. Your household's usage may vary.

### Key facts about this plan

		Need to know
<b>Contract</b>	<ul style="list-style-type: none"> <li>Ongoing contract with 12 month benefit period</li> <li>Flexible billing available</li> <li>10 day cooling off period</li> </ul>	<ul style="list-style-type: none"> <li>Discount rates only apply during the benefit period</li> <li>Eligibility criteria apply</li> </ul>
<b>Discounts and bonuses</b>	<ul style="list-style-type: none"> <li>Up to 19% discount off usage charges</li> <li>One-off \$50 credit on your first bill</li> </ul>	<ul style="list-style-type: none"> <li>Discount only applies <b>IF</b> you:                             <ul style="list-style-type: none"> <li>pay on time (16%)</li> <li>pay by direct debit (2%)</li> <li>use e-Billing (1%)</li> </ul> </li> </ul>
<b>Fees</b>	<ul style="list-style-type: none"> <li>Early exit fee: nil</li> <li>Late payment fee: \$12</li> </ul>	<ul style="list-style-type: none"> <li>Credit card payment fee (0.37%) and paper bill fee (\$1.75) apply</li> </ul>

### Key features

<b>Prices can change</b>	✓ We will advise you of price changes	<b>Solar feed-in tariff</b>	✓ 9 cents per kWh FIT
<b>Off peak savings</b>	✓ Cheaper at night and on weekends	<b>Green power</b>	✓ Up to 100% green energy option available. Fees apply

### Prices (GST exclusive so that you can compare with your bill)

	Summer: 1 Dec – 28 Feb		Other: 1 March – 30 Nov	
<b>Off Peak</b>	10pm-7am Mon-Fri Sat Sun	21.34 cents per kWh	10pm-7am Mon-Fri Sat Sun	21.34 cents per kWh
<b>Semi-peak</b>	9am-5pm Mon-Fri 8pm-10pm Mon-Fri	37.147 cents per kWh	9am-5pm Mon-Fri 8pm-10pm Mon-Fri	33.24 cents per kWh
<b>Peak</b>	7am-9am Mon-Fri 5pm-8pm Mon-Fri	38.588 cents per kWh	7am-9am Mon-Fri 5pm-8pm Mon-Fri	35.147 cents per kWh
<b>Separate meter 1</b>	8pm-8am - 16.61 cents per kWh		8pm-8am - 16.1 cents per kWh	
<b>Separate meter 2</b>	11pm-5am - 22.572 cents per kWh		11pm-5am - 23.572 cents per kWh	
<b>Supply charge</b>	84 cents per day		84 cents per day	

To compare plans from all energy providers visit the Australian Energy Regulator's Independent website [www.energymadeeasy.gov.au](http://www.energymadeeasy.gov.au) or call 1300 585 145

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# Appendix B: Contract Summary

[Drafting note: This version of the Contract Summary does not incorporate terminology or other changes proposed in the draft Guidelines. It will be amended to reflect the final Guidelines.]



## Contract Summary



Sun Energy  
Sunny day offer - SUN123456MR

Customer type	Fuel type	Distributor(s)	Tariff type	Offer type	Release date
Residential	Electricity	Busy Energy	Time of use with controlled load	Market offer	03-Aug-2017

### Electricity offer

Contract term	Ongoing contract with benefit period
Contract expiry details	Ongoing contract which continues until you or we end it. The benefit period is 12 months. At the end of this term we may extend your current Energy Plan or set you up with a new Energy Plan - but only if we've written to you first and you haven't told us not to. If you don't hear from us, your energy supply will continue under our Agreement without Energy Plan benefits.
Bill frequency	Every 3 months

### Electricity pricing information

1 Jul to 30 Jun	Price (exc. GST)	Price (Inc. GST)
<b>Peak consumption 7am-9am and 5pm-8pm on Weekdays</b>		
All usage	35.08 cents per kWh	38.588 cents per kWh
<b>Off peak consumption All other times</b>		
All usage	19.40 cents per kWh	21.34 cents per kWh
<b>Shoulder consumption 9am-5pm and 8pm-10pm on Weekdays</b>		
All usage	33.77 cents per kWh	37.147 cents per kWh
Daily supply charge	141.01 cents per day	155.111 cents per day
<b>Controlled load</b>		
<b>Price (exc. GST)</b>		
<b>Price (Inc. GST)</b>		
<b>Off peak - Controlled load 1 All controlled load 1</b>		
All usage	15.10 cents per kWh	16.61 cents per kWh
Daily supply charge	13.50 cents per day	14.85 cents per day
<b>Off peak - Controlled load 2 All controlled load 2</b>		
All usage	20.52 cents per kWh	22.572 cents per kWh
Daily supply charge	13.50 cents per day	14.85 cents per day

**Daily supply charge:** a charge that applies for supplying electricity to your property for each day of the billing period, regardless of how much electricity you use.

**kWh:** 'kWh' stands for kilowatt hour and is the unit of measurement for your electricity usage.

### Conditional discounts

Direct Debit discount	A 19% discount on the GST exclusive usage charges listed above will apply for the benefit period when you pay by direct debit and receive your correspondence (including bills) via email. Discounts Sun Energy apply to the GST exclusive usage charges only (off our published usage charges, which can be found on our website), and are only available to customers signing up to this offer from the above effective date.
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### Price changes

Are these prices fixed?	No
We may vary the Charges (including the amount, nature and structure of any of the charges) by notice to you at any time. The notice could take the form of a message on your bill and will specify the effective date of the variation.	

### Electricity key contract features

Cooling off period	10 business days
Eligibility criteria	Eligibility, availability criteria and T&C's apply. Under this Energy Plan, you'll need to have agreed to pay your bills in full by direct debit. This energy offer applies to residential customers in New South Wales who consume less than 100 MWh/annum of electricity within the Essential electricity distribution network area. For solar feed-in tariffs and eligibility, please call Sun Energy on 1300 123 456 for further information.

### Fees

Payment processing fee	Fixed rate - \$2.00 \$2.00 (GST Incl) for over the counter payments at Australia Post.
Late payment fee	Fixed rate - \$12.00 A fee of \$12.00 (GST exempt) may apply if your bill is not paid by the due date. A late payment fee may not apply depending on your circumstances.
	Fixed rate - \$93.19 A \$93.19 (GST Incl) fee may apply when your property is reconnected (including when you move).

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Reconnection fee	This fee is passed through from your distributor and may vary. Please visit your distributor's website to find out the current fee.
Other fee	Fixed rate - \$1.75 \$1.75 (incl GST) applies for each paper bill.
Disconnection fee	Fixed rate - \$93.19 A \$93.19 (GST Incl) fee may apply when your property is disconnected (including when you move). This fee is passed through from your distributor and may vary. Please visit your distributor's website to find out the current fee.
Credit card payment processing fee	Percentage of bill - 0.37% A 0.37% fee (GST Incl) may apply to payments made by VISA or MasterCard.
Additional fee information	You must pay us any charges your distributor imposes on us in relation to services performed by your distributor (or anyone else) at your supply address. For details on additional charges that may apply see <a href="http://www.sunenergy.com.au/1122/Additional-charges">www.sunenergy.com.au/1122/Additional-charges</a>

#### Solar feed-in tariff options

Sun offers 9 cents per kWh exported, subject to eligibility. All amounts are GST-inclusive (if any).  
(cents per kWh exported)

9.00

GreenPower option	Charge type	Amount (Inc. GST) / Percentage	Description
25%	Weekly charge	\$2.00 (inc. GST)	For \$2 per week 25% of your electricity usage is matched with electricity from Government accredited GreenPower sources
50%	Amount per unit of usage	\$0.0281 (inc. GST)	For 2.81 cents/kWh 50% of your electricity usage is matched with electricity from Government accredited GreenPower sources
100%	Amount per unit of usage	\$0.0561 (inc. GST)	For 5.61 cents/kWh 100% of your electricity usage will be matched with electricity from Government accredited wind GreenPower

#### Electricity offer terms and conditions

Not available in all areas. Discounts do not apply to other charges such as the GreenPower or supply charges. Under this Energy Plan you will be automatically registered for My Account ("Online Services") if not already registered. For full terms and conditions, visit [www.sunenergy.com.au/3335/My-terms-of-use](http://www.sunenergy.com.au/3335/My-terms-of-use).

#### Contact details and more information

Retailer	Phone number	Retailer's website
Sun Energy	13 23 45	<a href="http://www.sunenergy.com.au">http://www.sunenergy.com.au</a>

#### Energy Made Easy

Energy Made Easy is an Australian Government website where you can compare energy offers. Visit Energy Made Easy at [www.energymadeeasy.gov.au](http://www.energymadeeasy.gov.au)

This information is a guide only and does not recommend a particular offer.  
You should make your own enquiries with retailers on any offers that interest you.

# Glossary

**Base level** refers to the tariff level from which a discount is offered. For example, where a retailer has a market offer plan that provides a 10% discount off the standing plan rates, the standing plan rates are the base level.

**Basic Plan Information Document** is a document generated by Energy Made Easy that contains key information on all standing offer plan contracts and market offer plan contracts in the form specified by these Guidelines.

**Benefit period** has the meaning given to the term 'fixed benefit period' in the Retail Rules and means, a period of a market retail contract during which a benefit to the customer (such as a price discount) is available and where the end date of that period is specified or ascertainable at the beginning of that period, and earlier than the date on which the contract will end.

**Business days** mean a day that is not a Saturday or Sunday; or observed as a public holiday on the same day in each of the participating jurisdictions (except the Commonwealth).

**Comparison Pricing Table** is a table generated by Energy Made Easy for each offer entered into Energy Made Easy. The Comparison Pricing Table includes estimated bills for three household usage profiles: 1-2 people, 3 people and 4-5+ people based the AER's benchmark energy usage data and calculated using the Energy Made Easy algorithm.

**Conditional discount** means any discount that only applies if a customer satisfies certain requirements or conditions (for example, by paying on time).

**Contract length** refers to the period of time from commencement until expiry. Specifically, it is the period during which any exit fees are payable. See also 'Contract term' and '[X] month contract'.

**Contract Summary** is a document generated by Energy Made Easy that contains detailed information on all standing offer plan contracts and market offer plan contracts in the form specified by these Guidelines.

**Contract term** refers to the period of time from commencement until expiry. Specifically, it is the period during which any exit fees are payable. See also 'Contract length' and '[number] month contract'.

**Customer** means a person to whom energy is sold for premises by a retailer; or who proposes to purchase energy for premises from a retailer.

**Dual fuel** refers to plans where prices and/or conditions offered are contingent on customers accepting the supply of both electricity and gas from the retailer. A plan can be a dual fuel plan even if the customer will enter two separate contracts and receive two separate bills.

**Exit fee** means a sum of money charged (or any other penalty imposed) on the early termination of a contract before the end of the contract term or benefit period.

**Fixed benefit period** – see Benefit period.

**Generally available plan** means any plan that is available to any small customer in the relevant distribution zone unless it is classified as a restricted plan.

**Guaranteed discount** is any discount that does not require a particular action or behaviour on the part of the customer. The discount is automatic and no conditions are attached.

**Incentive** means a benefit to the customer, other than a discount, that includes non-price benefits, one-off price benefits or physical gifts that are provided to a customer upon entry to a contract.



**Key fee** is any fee applying to a plan that will be incurred by:

- all customers or
- a significant portion of customers.

**Market offer plan** is a plan that is provided to a small customer, for or in connection with the sale and supply of energy, under a market retail contract.<sup>18</sup>

**No contract term** refers to a feature of a contract under where contract does not have a specific length or end date, and for which the benefits are not fixed for a period of time.

**[number] month contract** refers to the period of time from the commencement until the expiry of a contract. Specifically, it is the period during which any exit fees are payable. When referring to a particular plan, [number] is replaced by the applicable period of time, usually 12, 24 or 36 months. See also 'Contract length' and 'Contract term'.

**Plan** means a standing offer plan or market offer plan that a retailer offers to a small customer.

**Ongoing contract** means a contract without a specified contract length or end date.

**Ongoing contract with benefit period** means a contract without a specific contract length or end date that includes a provision for the customer to receive a benefit for a certain period (see 'benefit period').

**Regulated offer** has the meaning given by the Tasmanian Economic Regulator, the Australian Capital Territory Independent Competition and Regulatory Commission and the Queensland Competition Authority for regional Queensland.

**Restricted plans** are plans which are not generally available, specifically

- a. family and friends plans
- b. plans targeted to a specific small group of for example, customers receiving a specific concession
- c. obsolete plans
- d. standing offer plans that are not readily available to small customers but which retailers publish on Energy Made Easy only to satisfy their Financially Responsible Market Participant (FRMP) requirements.

**Retailer** means a person who is the holder of a retailer authorisation.

**Small customer** means a customer who is a residential customer; or who is a business customer who consumes energy at business premises below the upper consumption threshold.

**Standing offer plan** is a plan that is provided to a small customer, for or in connection with the sale and supply of energy, under a standard retail contract.<sup>19</sup>

**Social media** means websites and applications that enable users to create and share content or participate in social networking.

**Usage** refers to the energy that is consumed at a property.

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<sup>18</sup> A market retail contract is a customer retail contract as referred to in the National Energy Retail Law.

<sup>19</sup> A standard retail contract is a customer retail contract that is as defined in the National Energy Retail Law.