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AER Retail Pricing Information Guideline

November 2011

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1 Overview

The National Energy Retail Law (Retail Law) allows the AER to make and amend Retail Pricing Information Guidelines (Guideline).¹ The aim of this Guideline is to assist *small customers* in readily comparing *standing offer* prices and *market offer* prices offered by *retailers*, by specifying the manner and form in which details of *standing offer* prices and *market offer* prices are to be presented by *retailers*.²

Standing offers are available to *small customers* for the sale and supply of energy under a standard retail contract. *Standing offers* protect *small customers* who are able to choose their energy *retailer* but have not exercised that choice. Model terms and conditions for *standing offer* contracts are set out in the National Energy Retail Rules (Retail Rules).

In jurisdictions with full retail competition, customers can negotiate the terms and conditions of their contract with their *retailer* of choice. These contracts are *market offers* made under a market retail contract. The terms and conditions of these contracts must be consistent with the requirements of the Retail Rules.

The Retail Law includes a provision which allows this Guideline to specify additional matters that the AER considers necessary or convenient to assist customers to compare prices of offers.³ Therefore, this Guideline is not restricted to the presentation of prices alone and includes requirements in relation to other aspects of retail offers.

Under the Retail Law, the AER must also develop and make available a price comparator website.^{4,5} The purpose of the price comparator website is to assist *small customers* to compare the *standing offer* prices and *market offer* prices available to them.⁶

The Retail Law provides that a *retailer* must submit to the AER information and data relating to the purposes of a price comparator in the manner and form (including by the date or dates) required by the Guideline.⁷ The Retail Law includes a provision that the price comparator may, in addition to containing information about the prices of the *standing offers* and *market offers*, include other information that the AER considers will achieve the purpose of a price comparator.⁸

This Guideline mandates the use of a template (*Energy Price Fact Sheets*) to present prices and other product information when *retailers* present or otherwise market or advertise pricing information to consumers. It also specifies the required information on *contract offers* to be provided by *retailers* to the AER for the price comparator website and how that information is to be managed.

¹ s 61(1), National Energy Retail Law.

² s 61(2), National Energy Retail Law.

³ s 61(3), National Energy Retail Law.

⁴ s 62(2), National Energy Retail Law.

⁵ The AER is also consulting on the general approach to the price comparator website. The draft Statement of Approach can be accessed at: <http://www.aer.gov.au/content/index.phtml/itemId/748266>.

⁶ s 62(3), National Energy Retail Law.

⁷ s 63(b), National Energy Retail Law.

⁸ s62(5), National Energy Retail Law.

AER enforcement of the Retail Law

The AER will monitor, investigate and enforce compliance with the Retail Law and Retail Rules. Detailed discussion of how the AER will perform that role is contained in its *Statement of approach: compliance with the National Energy Retail Law, Retail Rules and Retail Regulations*.⁹

In summary, the AER's core functions and powers under the Retail Law are monitoring, inquiry/investigation, enforcement and reporting. The AER will monitor compliance with the requirements of the Retail Law and Rules to identify areas where breaches may be occurring. Where issues are identified through the monitoring activities, the AER will make inquiries and investigate the matter to determine whether a breach has occurred. Where it considers a breach has occurred, the AER will take steps to correct the relevant behaviour and restore compliance.

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. 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 Civil court proceedings. The AER also has the power, in very limited circumstances, to revoke a retailer authorisation.

In determining an appropriate response, the AER will consider a range of factors, including the circumstances in which the breach took place, the period over which it extended, whether the breach was deliberate or avoidable if reasonable compliance practices had been followed and the impact of the breach, including damage or detriment suffered by customers or third parties.

Definitions and interpretation

In this Guideline the words and phrases presented in italics have the meaning given to them either in the glossary, or if not defined in the glossary, the Retail Law.

Processes for revision and version history

The AER may amend or replace this Guideline from time to time in accordance with the retail consultation procedure set out in the Retail Rules.

⁹ Available on the AER website at: www.aer.gov.au.

2 Requirements to produce *Energy Price Fact Sheets*

2.1 Requirement to produce an *Energy Price Fact Sheet*

For each *standing offer* and *market offer* (contract offer) that a *retailer* offers to a *small customer*, the *retailer* must produce an *Energy Price Fact Sheet*.

Energy Price Fact Sheets must contain the required information and be in the format set out below.

2.2 Price information requirements

In an *Energy Price Fact Sheet*, retailers must present the following information:

1. the unit price for electricity and/or gas applicable under the contract offer in ‘cents per kWh’ and ‘cents per MJ’ (respectively) in the manner that they would apply to customers
2. any fixed or standing charge that is applicable under the contract offer in “cents per day”. A fixed or supply charge must be expressed as “daily supply charge” (examples are provided below).

The unit price charge must be described using the word “consumption” and sufficient detail to explain how the charge applies must be provided. For example, if consumption charges vary at different periods throughout the day, the times at which different rates apply should be clearly specified. See example 2 for guidance. All of the prices shown on an *Energy Price Fact Sheet* must be expressed on both a GST inclusive and GST exclusive basis. All prices must also be presented as exclusive of any discounts.

All of the above information must be provided in a table format, as outlined in the examples below. A *retailer* may vary the style of the table (i.e. column width; colours; shading; fonts; borders), as long as the table is clear and easy to read and includes all required information.

Note requirements in clause 2.4 regarding location of the table within the <i>Energy Price Fact Sheet</i> .

Example 1

Applicable charges	Price (Excl GST)	Price (Incl GST)
Consumption	cents per kWh	cents per kWh
Daily supply charge	cents per day	cents per day

Example 2

Applicable charges	Price (Excl GST)	Price (Incl GST)
Peak consumption (Mon-Fri 7am to 11pm)	cents per kWh	cents per kWh
Off-peak consumption (all other times)	cents per kWh	cents per kWh
Daily supply charge	cents per day	cents per day

Example 3

Electricity - applicable charges	Price (Excl GST)	Price (Incl GST)
Consumption of first 1020 kWh per quarter	cents per kWh	cents per kWh
Remaining consumption per quarter	cents per kWh	cents per kWh
Daily supply charge	cents per day	cents per day
Gas - applicable charges	Price (Excl GST)	Price (Incl GST)
Consumption of first 100MJ per quarter	cents per MJ	cents per MJ
Remaining consumption per quarter	cents per MJ	cents per MJ
Daily supply charge	cents per day	cents per day

These examples are indicative only and do not exhaustively cover the different types of price structures and retail product offers which may be offered by retailers.

In addition to the above, a *retailer* must define the following terms on an *Energy Price Fact Sheet* using the definitions stipulated below. *Retailers* may choose the format for including the definitions (i.e. footnotes; use of symbols etc) but must ensure the definition is clear to readers.

1. Daily supply charge: a charge that applies for supplying electricity/gas¹⁰ to your premises for each day of the billing period, regardless of how much electricity/gas you use.
2. kWh: 'kWh' stands for kilowatt hour and is the unit of measurement for your electricity bill.

¹⁰ Use electricity or gas as applicable.

3. MJ: 'MJ' stands for megajoule and is the unit of measurement for your gas bill.

2.3 Other information requirements

2.3.1 Fees

A *retailer* must also, on an *Energy Price Fact Sheet*, provide information on key fees that are applicable to a *contract offer* in the table format presented in example 4. The information must include the amount of the fee in dollars, inclusive of GST. Key fees include (but are not limited to):

- account establishment fees
- exit fees/early termination fees (applicable to market offer contracts only)
- late payment fees
- disconnection fees
- reconnection fees

If a *retailer* applies any further fees that are not considered key fees to a *contract offer*, the *Energy Price Fact Sheet* must include a reference to where additional information on these fees is available. An example of a further fee, which the AER does not consider to be a key fee, is a fee/charge that relates to a special meter read or meter inspection fee.

A *retailer* must title any fees relating to the disconnection or reconnection of a *small customer* as “disconnection fees” and “reconnection fees” respectively.

2.3.2 Discounts and rebates

On each *Energy Price Fact Sheet*, a *retailer* must also provide information on any discounts and rebates which apply to a *contract offer*, using the table format presented in example 4 as a guide.

Examples of discounts and rebates include (but are not limited to):

- loyalty rebates or discounts
- one-off discounts
- pay on time (or other contingent discounts)
- dual fuel discounts
- direct debit rebates
- entry rebates.

Each discount/rebate must be appropriately and accurately named and described. For example, a loyalty discount must contain information on how the *small customer* qualifies for the discount when it applies and the types of *small customers* who would be eligible to receive the discount.

Any discounts which are contingent on a certain event occurring must contain explicit information to assist the *small customer* to understand when and under what circumstances the discount or rebate will be applied or when the *small customer* will become eligible for the discount/rebate.

In addition, a *retailer* may choose to list other products that form part of the overall product offering. This may include such things as vouchers for use in energy retail stores, magazine subscriptions, cinema tickets or tickets to sporting events.

2.3.3 Additional information to be provided

An *Energy Price Fact Sheet* must include information on:

1. the distribution area applicable to the *contract offer* and an explanation of whether this affects *customer* eligibility for the offer
2. the length of the contract, in the table format presented in example 4 (see page 9), cooling off period, as well as the arrangements that will take place at the expiry of a fixed term contract if a *small customer* takes no action (for example, termination of the contract or automatic renewal)
3. how a *retailer* may vary the prices that apply to a *contract offer*, if applicable (for example, frequency of changes to prices or other terms and conditions of an offer and how *small customers* will be notified of these changes)
4. how and where *small customers* can access information on the full terms and conditions of the *contract offer*
5. a *retailer's* contact information, including contact phone number and website details
6. the availability of the AER's price comparator website, using the following words: For more customised information on the best retail offer for you, please visit [*insert AER comparator website details*]. The reference to the AER's price comparator website must be clear and obvious to the reader. The text cannot be smaller than the standard text size used in the *Energy Price Fact Sheet*. *Retailers* are encouraged to use boxed text or other approaches to emphasise the reference to the comparator website.

2.3.4 Green power and other options

As long as the overall clarity of the *Energy Price Fact Sheet* is maintained, a single *Energy Price Fact Sheet* may include information on additional options that the *small customer* may select, such as "green power" options. This information must be presented in a table format as outlined in example 4.

If a *contract offer* is specifically for green energy (rather than offering green energy as an option) a separate *Energy Price Fact Sheet* is required.

For the purposes of *retailers* submitting information for the price comparator website, where a particular *contract offer* has a number of green power options associated with it, a

retailer must provide information on each option as if it was a separate offer. See Attachment C for further information.

2.3.5 Metering configurations

The AER recognises that there are a number of household metering configurations that can be used to measure energy consumption. The AER also recognises that *customer* eligibility for a *contract offer* could depend upon the metering configuration installed at the premises. Examples of some meter configurations include:

- controlled load meter
- time-of-use meter
- accumulation meter

The *Energy Price Fact Sheet* must state that the *contract offer* is subject to the household having the necessary metering system/configuration. However, in circumstances where the *contract offer* would be valid for the metering configurations for a generally available *contract offer* in the relevant distribution zone, this statement does not need to be made.

As long as the overall clarity of the *Energy Price Fact Sheet* is maintained, a single *Energy Price Fact Sheet* may contain information on prices that apply for different metering configurations.

For the purposes of *retailers* submitting information for the price comparator website, where a particular *contract offer* has a number of metering configurations associated with it, a *retailer* must provide information on each metering configuration as if it was a separate offer. See Attachment C for further information.

2.3.6 Dual fuel and bundled offers¹¹

A *retailer* must display dual fuel *contract offers* on the same *Energy Price Fact Sheet* and must clearly indicate to *customers* that the offer is contingent upon the *customer* entering two separate contracts for supply where that is the case.

2.3.7 Optional information

The AER encourages *retailers* to provide on an *Energy Price Fact Sheet*, examples or other guidance that may assist *small customers* to get a practical understanding of what a kWh of electricity or MJ of gas represents in terms of appliance usage. Attachment B provides an example of how this information can be provided.

¹¹ Dual fuel or bundled offers refer to those *contract offers* where prices or conditions offered are contingent upon *customers* accepting the supply of more than one energy service from the *retailer* (i.e. electricity and gas together).

Example 4 – presentation of fees, rebates and other options on an *Energy Price Fact Sheet*

Fees	
Dishonoured payment fee (direct debit)	\$X, applicable if payment is not received via direct debit before the due date.
Dishonoured payment fee (cheque)	\$Y, applicable if payment is not honoured by your bank.
Payment processing fee for credit card payment	Z% of total bill amount, applicable to customers who make payment using credit card.
Additional fees	For information on additional fees, please see the full contract terms and conditions available on our website or contact us on [insert number].
Options	
Go Green – EnergyCo’s 25% Green Option	A W% green power option is available on this account. For details regarding pricing and green power, please see our website or contact us on 12 34 56.
Available discounts	
Early payment bonus	Z% discount off total bill amount where that amount is paid in full 7 or more business days before the due date
Direct debit discount	X% discount off total bill amount where payment is made by monthly automated direct debit
Other details	
Contract length	V months. Upon the completion of your contract term, your contract will be automatically renewed on a month to month basis.

The above example is indicative only and does not exhaustively cover the different types of retail product offers which are offered by *retailers*.

2.4 Format of *Energy Price Fact Sheets*

The AER has provided two examples of appropriate *Energy Price Fact Sheets* at attachments A and B.

Whilst a *retailer* has some discretion over the layout of the *Energy Price Fact Sheet*, the *retailer* must:

1. title and refer to the document setting out the information as established by this guideline as an “*Energy Price Fact Sheet*”
2. identify each *Energy Price Fact Sheet* with a unique name or reference code or both name and unique reference code¹²
3. provide written information on contract offers in plain English to ensure that it can be understood by a small customer
4. set out the *Energy Price Fact Sheet* in a manner that is simple to follow for small customers and ensure that it does not contain excessive shading or is set out in a way that would make it difficult for small customers to read the information
5. ensure that the font size in the tables is of a sufficient size that is easy to read
6. ensure that the tables are prominent and centred on the page and the table with the price information (see section 2.2 of this Guideline) commences within the top half of the first page¹³ and appears above any other tables
7. ensure that the *Energy Price Fact Sheet* is no longer than 2 standard A4 pages (except in the case of dual fuel or bundled contract offers (see page 8) where a retailer may extend the length of the *Energy Price Fact Sheet* to 3 standard A4 pages).

¹² For the purposes of *retailers* submitting information to the price comparator website, each *contract offer* will have its own unique identification number which will be automatically generated by the price comparator website system.

¹³ For the avoidance of doubt, a retailer may choose their own format for the top of the first page of the *Energy Price Fact Sheet*, provided the top of the table containing the price information is above the middle of that page.

3 Publication and distribution of an *Energy Price Fact Sheet* for generally available contract offers

Requirements around the publication and distribution of *Energy Price Fact Sheets* vary according to the nature of the *contract offer* for which they were prepared (in particular, whether or not that offer is generally available) and the method through which that *contract offer* is marketed to a *small customer*.

A generally available *contract offer* is one that is widely available to most residential and/or small business customers, and is not exclusive to particular customer segments. Therefore, an offer that is available for any residential and/or small business customers in the appropriate distribution zone with the appropriate metering configuration is considered generally available.

In contrast, a *contract offer* that is **not** generally available (non-generally available) is one that is offered only to a specific group of residential or small business customers—that is, it is not widely available to residential or small business customers. Examples of non-generally available *contract offers* could include:

- family and friends offers
- targeted mail outs
- obsolete offers.

As stated in section 2.1 of this Guideline, a *retailer* must produce an *Energy Price Fact Sheet* for each *contract offer* (i.e. both generally available and non-generally available).

3.1 Requirement to publish an *Energy Price Fact Sheet* on a *retailer's* website

Generally available *contract offers*

A *retailer* must publish an *Energy Price Fact Sheet* on its website for all *contract offers* that are generally available to *small customers*. The *Energy Price Fact Sheets* must be easily accessible on the website.

Where a *retailer* includes information or marketing materials on its website about a *contract offer*, the *retailer* must also include, on that same webpage, a clear and obvious link to the relevant *Energy Price Fact Sheet*. No link is required if the webpage itself contains the information and appears in the format required by this Guideline. When *customers* are signing up to an offer through an online sign up process, a *retailer* must refer to and provide a clear link to the relevant *Energy Price Fact Sheet(s)*.

Generally, a *small customer* should not be required to provide technical or personal information in order to obtain an *Energy Price Fact Sheet*. In cases where a *small customer* may be required to provide some level of detail regarding their location to determine whether a *contract offer* is applicable, the customer should only be required the minimum level of information necessary to access the *Energy Price Fact Sheet*. *Customers* should

not be required to enter their name or other household indicators in order to access an *Energy Price Fact Sheet* on the *retailer's* website.

Similarly, where *customers* are required to enter information about their metering configuration to determine potential eligibility for an offer, a *retailer* must provide *customers* with plain English explanations as to how to obtain and enter this information.

A *retailer* must submit information to the AER on each generally available *contract offer* for the price comparator website within **two business days** of the offer becoming available to *customers*. Section 4.1 of this Guideline provides further detail on the mechanism for the provision of data and information from *retailers* to the AER for the price comparator website.

~~A *retailer* must email a copy of each *Energy Price Fact Sheet* for each generally available *contract offer* to the AER within 2 *business days* of publishing the *Energy Price Fact Sheet* on its website or the offer otherwise becoming available. The email must be sent to energycomparatorinput@er.gov.au.~~

Non-generally available *contract offers*

A *retailer* is **not** required to publish *Energy Price Fact Sheets* for non-generally available offers on its website.

A *retailer* is not required to provide the AER with copies of *Energy Price Fact Sheets* that are produced for non-generally available *contract offers*, including for the purposes of the price comparator website.

3.2 Door-to-door sales and other in person marketing activities

The Australian Consumer Law (ACL) contains a number of provisions governing unsolicited contact with consumers – for example, **door-to-door and telemarketing** sales. Those provisions include limited hours for contact with consumers, disclosure requirements when making an agreement, cooling off periods and criteria for the form of sales agreements.

The requirements of this Guideline – for example, the provision of an *Energy Price Fact Sheet* upon request – exist in addition to the requirements of the ACL, the Retail Rules and the Retail Law.

During any door-to-door sales or in person marketing activity to a *small customer* a *retailer*, or its agent, must provide an *Energy Price Fact Sheet* at the time of contact for each generally available and non-generally available *contract offer* that is being marketed.

An *Energy Price Fact Sheet* does not need to be provided if the door-to-door sales or other marketing activity ends promptly without any conversation in relation to prices or offers. For example, if the *small customer* refuses to engage with the *retailer*, or its agent.

3.3 Telemarketing and telephone queries

During any telemarketing activity or telephone queries that relate directly or indirectly to either:

- a *retailer* marketing generally or non-generally available *contract offers*

- a *retailer* explaining generally or non-generally available *contract offers*, where the discussion relates to prices or discounts
- attempting to retain *small customers*
- attempting to gain further *small customers*
- attempting to offer an additional energy type to *small customers* (i.e. marketing or discussions relating to dual fuel offers with *small customers* that the *retailer* currently supplies with one fuel).

the *retailer* must:

- for generally available *contract offers*:
 - advise each *small customer* that *Energy Price Fact Sheets* are available on the *retailer's* website or upon request;
 - at the *customer's* request, send (via post **or** email) the *Energy Price Fact Sheet* to the *small customer* within five *business days*
- for non-generally available *contract offers*:
 - advise the *small customer* of the availability of the *Energy Price Fact Sheet* for the non-generally available offer being made
 - at the *customer's* request, send (via post **or** email) the *Energy Price Fact Sheet* to the *small customer* within five *business days*

3.4 Mass media

For any mass media marketing of generally available *contract offers*, including (without limitation), magazines, the internet, newspaper or billboards, which references prices, discounts, or the value of existing or potential *contract offers* for *small customers*, a *retailer* must include the following statement in those advertisements in clear and easily readable text:

- “An *Energy Price Fact Sheet* is available at [insert *retailer* website]” or
- “*Energy Price Fact Sheets* are available at [insert *retailer* website].”

4 Provision of information to the AER for the price comparator website

The AER must develop and make available a price comparator website to assist *small customers* to compare the *standing offer* prices and *market offer* prices available to them. *Retailers* must submit to the AER information and data relating to the purposes of a price comparator in the manner and form (including by the date or dates) required by this Guideline.

4.1 Mechanism for the provision of data from retailers to the AER

The price comparator website will contain a secure section for *retailers* to provide to the AER information on each generally available¹⁴ *contract offer* that a *retailer* offers to a *small customer*.

A *retailer* must submit data and information to the AER via a series of forms embedded within the retailer secure area of the price comparator website. Within this secure area (which will be accessible to the *retailer* only), *retailers* will be able to create new *contract offers*, save *contract offers* in draft form, preview the offers prior to publication and modify existing offers.

The embedded online template will include fields, drop down lists and other functions to enable *retailers* to enter all relevant *contract offer* information required by this Guideline. The offer data information required is listed at Attachment C.

The retailer secure area of the price comparator website will automatically generate an *Energy Price Fact Sheet* for each *contract offer* created or modified by a *retailer* in the price comparator website system.

As per Section 3.1, *retailers* will not have to generate and provide their own separate *Energy Price Fact Sheets* to the AER for each *contract offer* for the purposes of the price comparator website.

4.1.1 Quality control of data and information submitted

Retailers are responsible for ensuring that the data and information provided to the AER is accurate. *Retailers* must ensure that any data and information submitted to the AER for the purposes of the price comparator is reviewed and approved at an appropriate level within the *retailer's* organisation prior to submission to the AER (for example, by a regulatory manager or senior manager).

The price comparator website will allow the designated *retailer* administrator to assign information and offer data approval rights to relevant staff within the *retailer's* organisation at an appropriate level as determined by the *retailer*.

¹⁴ The definitions of generally available and non-generally available *contract offers* are set out in section 3 of the Guideline. Where 'special' or 'short-term' offers meet the definition of generally available, a *retailer* must provide to the AER data and information on these offers.

4.2 Timeliness of submission of offer data by retailers

A retailer must submit information to the AER on each generally available contract offer for the price comparator website, using the embedded price comparator online template, within two business days of the offer becoming available to customers (see also Section 3.1).

If the price comparator website is unavailable for a period of more than an hour during business hours, the AER will offer a proportionate extension of no less than one business day to the two business day timeframe.

The AER will strive to perform site maintenance outside of business hours. However, where planned maintenance during business hours is unavoidable, the AER will notify retailers in advance.

4.3 Management of contract offer information

4.3.1 Management of existing offers

Retailers must ensure that any new or modified contract offers are submitted in a timely manner, as required in section 4.2. Retailers must also ensure that all their contract offer information is current and accurately maintained for the purposes of the price comparator website, including the removal of expired or obsolete offers. Accordingly, retailers must:

1. ensure that any small customer contract offers which are not current (i.e. expired offers) are not available to be displayed on the price comparator website to the consumer;
2. ensure that any changes to a contract offer's details by the retailer are accurately reflected in the information on that offer submitted to the AER;
3. ensure that all links to external sources, such as (but not limited to) the retailer's website and contract offer terms and conditions are working and current at all times;
4. ensure the retailer's contact details are correct and current at all times; and
5. conduct reviews, within timeframes of the retailer's choosing but at least six (6) monthly, of existing offer information for accuracy and relevancy, ensuring that any obsolete offers are deactivated or removed from the price comparator website.

As per section 3.1 and 4.2, modifications to existing offers must be made within two business days of the modified offer becoming available to small customers.

As per section 4.1.1, any modifications to existing offers must be reviewed and approved at an appropriate level by the retailer prior to submission to the AER.

4.4 Generation of Energy Price Fact Sheets via the price comparator website

The Energy Price Fact Sheets generated via the price comparator website will be able to be customised by retailers and will allow for use of a retailer's branding, to an extent. A retailer will also be able to produce its own Guideline-compliant Energy Price Fact Sheets for marketing purposes and for publishing on its website. A link to a retailer-generated Energy Price Fact Sheet for all generally available contract offers must be provided to the

AER through the relevant field(s) provided in the embedded online template in the retailer secure section of the website.

4.4.1 Requirement to publish an *Energy Price Fact Sheet* on a retailer's website

Generally available contract offers

As per section 3.1, a retailer must publish an *Energy Price Fact Sheet* on its website for all contract offers that are generally available to small customers.

A retailer may produce its own *Energy Price Fact Sheet* for publication on its website, in accordance with this Guideline. Where a retailer chooses to do this, it must also—in the embedded online template within the retailer secure area of the price comparator—provide a link to each *Energy Price Fact Sheet* as available on the retailer's website for each generally available contract offer to the AER within **two business days** of publishing the *Energy Price Fact Sheet* on its website or the offer otherwise becoming available. The link provided is to enable the AER to access a retailer's *Energy Price Fact Sheets* for monitoring, investigation and compliance activities.

Should the retailer choose to, it may alternatively publish on its website the *Energy Price Fact Sheet* produced via the price comparator website.

Non-generally available contract offers

As per section 3.1, a retailer is not required to publish *Energy Price Fact Sheets* for non-generally available offers on its website. A retailer is also not required to provide the AER with copies of *Energy Price Fact Sheets* that are produced for non-generally available contract offers.

However, should a retailer choose to, it can use the price comparator website to generate an *Energy Price Fact Sheet* for non-generally available offers. These offers will not be published on the price comparator website.

4.4.2 Hard copies of an *Energy Price Fact Sheet* produced via the price comparator website

Sections 3.2 and 3.3 cite circumstances in which a retailer may need to provide a hard copy of an *Energy Price Fact Sheet* to a small customer (for example, during door-to-door sales, in person marketing activity or telemarketing activity).

The price comparator website will include functionality for the retailer to print hard copies of the *Energy Price Fact Sheets*, should the retailer choose to provide an *Energy Price Fact Sheet* generated via the price comparator website to a small customer.

Glossary

Business days means 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).

Contract offer means a standing offer or market offer that a retailer offers to a small customer.

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.

Energy Price Fact Sheet means a statement prepared by a retailer that contains information on its standing offer contracts and market offer contracts in the form specified by this Guideline.

Market offer is an offer that is provided to a small customer, for or in connection with the sale and supply of energy, under a market retail contract.¹⁵

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 is an offer that is provided to a small customer, for or in connection with the sale and supply of energy, under a standard retail contract.¹⁶

¹⁵ A market retail contract is a customer retail contract as referred to in the National Energy Retail Law.

¹⁶ A standard retail contract is a customer retail contract that is as defined in the National Energy Retail Law.

Attachment A

Energy Price Fact Sheet



Make the switch!

JustEnergy Victorian New Start Special – Offer Ref #8676

JustEnergy offers you fast and friendly service. Visit our website at www.justenergy.com.au or contact us on 12 34 56 to find out how you can **make the switch**.

Consumption charges	Price (Excl GST)	Price (Incl GST)
Peak consumption (7am to 11pm Mon-Fri)	17.70 cents per kWh	19.47 cents per kWh
Off-peak consumption (all other times)	12.92 cents per kWh	14.21 cents per kWh
Daily supply charge	53.00 cents per day	58.30 cents per day

What is a daily supply charge? A charge that applies for supplying electricity to your premises for each day of the billing period, regardless of how much electricity you use.

What is a kWh? 'kWh' stands for kilowatt hour and is the unit of measurement for your electricity bill.

A kWh is equal to the delivery of 1000 watts of power for 1 hour. A heater rated at 1000 watts will use 1 kWh of energy each hour. A light bulb rated at 20 watts uses 0.02 kWh of energy each hour (if you left the bulb on for 50 hours, it would use 1 kWh).

Fees	
Early termination fee	\$50, applicable if customer terminates the contract prior to the contract end date.
Account establishment fee	\$36, applicable when customer signs onto this offer.
Payment processing fee for credit card	2% of total bill amount, applicable to customers who

payment	make payment using a VISA or MasterCard.
Additional fees	For information on additional fees, please see the full contract terms and conditions available on our website or contact us on 12 34 56.
Discounts	
Pay on time discount	5% discount on bill when paid by the due date shown on the bill.
Options	
Green power options	JustEnergy offers you the ability to offset up to 50% of your electricity with green energy. For example, you can elect to pay 10% extra for 25% green power. For more details regarding pricing and green power, please see our website or contact us in 12 34 56.
Contract length	24 months. Upon completion of your contract, your account with JustEnergy will be automatically renewed on a monthly basis.
Cooling off-period	10 days.

Eligibility for this plan

The details in this Energy Price Fact Sheet apply to you if you are a residential customer in the Citipower network area which covers inner Melbourne (see www.citipower.com.au) or contact us to see if you are in this network area.

Price changes

JustEnergy may increase your charges on this offer. JustEnergy will notify you 1 month prior to the change taking effect along with your next bill.

Further information

For further details on the information presented in this fact sheet, or the terms and conditions of the contract, please visit www.just-energy.com.au or call JustEnergy on 12 34 56.

For more customised information on the best retail offer for you, please visit

[Insert AER comparator website].



Attachment B

Energy Price Fact Sheet

('Save a bundle' - Offer Reference #1234)

This fact sheet presents the amounts you will be charged for your consumption of electricity and gas under Universal Energy's 'Save a bundle' offer. This offer applies only to customers purchasing gas AND electricity supply from Universal Energy.

For more customised information on the best retail offer for you, please visit [insert AER comparator website].

Gas charges	Price (Excl GST)	Price (Incl GST)
Consumption	1.35 cents per MJ ¹⁷	1.49 cents per MJ
Daily supply charge*	31.00 cents per day	34.10 cents per day

Electricity charges	Price(Excl GST)	Price (Incl GST)
1 December to 31 March Consumption of first 1020kWh per quarter	21.00 cents per kWh ¹⁸	23.10 cents per kWh
1 December to 31 March Remaining consumption per quarter	18.00 cents per kWh	19.80 cents per kWh
1 April to 30 November Consumption of first 1020kWh per quarter	19.00 cents per kWh	20.90 cents per kWh
1 April to 30 November Remaining consumption per quarter	17.50 cents per kWh	19.25 cents per kWh

¹⁷ A 'MJ' stands for mega joule and is the unit of measurement for your gas bill.

¹⁸ A 'kWh' stands for kilowatt hour and is the unit of measurement for your electricity bill.

Off-peak Hot water controlled load (if you have a controlled load metering configuration)	10.00 cents per kWh	11.00 cents per kWh
Daily supply charge*	54.00 cents per day	59.40 cents per day

* A daily supply charge is a charge that applies for supplying electricity or gas to your premises for each day of the billing period, regardless of how much electricity or gas you use.

Other information:

Contract details	
Contract length	24 months. Upon completion of your contract term, your account will be automatically renewed on a month to month basis.
Cooling off-period	10 days.
Fees	
Early termination fee	\$50 applicable if customer terminates the contract prior to the contract end date.
Payment processing fee for credit card payment	2% of total bill amount, applicable if customer pays bills through credit card.
Dishonoured payment fee (direct debit)	\$15.00, applicable if there are insufficient funds in your nominated account on the due date.
Additional fees	For information on additional fees, please see the full contract terms and conditions available on our website or contact us on 12 32 12.
Discounts/Rebates	
Direct debit rebate	When you establish a direct debit facility with your nominated account, you will receive a 5% discount.
Universal Energy's 1 month free electricity after a year if you pay on time	If you have paid all your bills by the due date for 12 months, you will receive one month's free electricity. This will be calculated based on how much electricity you have used over the previous year and divided by 12. This amount will then be credited to your electricity bill after your 12 month 'qualifying period'.

Eligibility for this plan:

The details in this Energy Price Fact Sheet apply to you if you are a residential customer in South Australia within the ETSA Utilities electricity and Envestra gas distribution network areas.

Price Changes

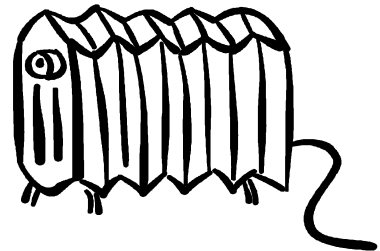
This Universal Energy deal locks in your prices for 12 months. If we change your prices after that, we will notify you 20 days prior to the change taking effect.

Further Information

For further details on the information presented in this fact sheet, please visit our website at www.universalenergy.com.au or call us on 12 32 12.

How much electricity does my household use?

Below is an approximate amount of how much electricity is consumed by some common household appliances.



A heater rated at 1000 watts will use 1 kWh of energy each hour.



A light bulb rated at 20 watts uses 0.02 kWh of energy each hour (if you left the bulb on for 50 hours, it would use 1 kWh).

Attachment C

Offer data required to be entered into the Price Comparator Website

The embedded price comparator online template will include fields, drop down lists and other functions to enable *retailers* to enter all relevant *contract offer* information required by Guideline, including:

1. the unit price for electricity in ‘cents per kWh’ and for gas in ‘cents per MJ’ in the manner these would apply to customers (specifying any time periods, seasons, consumption bands for different tariff rates etc); _____
2. ‘daily supply charge’ in ‘cents per day’ (a ‘daily supply charge’ is a fixed or standing charge that is applicable under the *contract offer*);
3. GST exclusive and inclusive prices, as required;
4. ‘key fees’ that are applicable and a link to where additional information on these or any further fees can be accessed;
5. discounts and rebates, where each discount or rebate will be separately itemised, appropriately and accurately named and described, including whether it is conditional or non-conditional (‘conditional discounts’ are discounts that are contingent on a certain event occurring);
6. how a *retailer* may vary the prices for the offer;
7. a free text field for retailers to include information on other non-price incentives or products that form part of the overall product offering, such as vouchers for use in energy retail stores, or magazine subscriptions etc;
8. the applicable distribution area;
9. contract length, cooling off period and arrangements that will take place at the expiry of a fixed term contract if the customer takes no action;
10. how and where *small customers* can access information on the full terms and conditions of the *contract offer*;
11. a *retailer’s* contact information, including contact phone number and website;
12. *contract offer* name;
13. whether the offer is a dual fuel, electricity or gas offer;
14. the metering configuration that corresponds to the offer;
15. whether the *contract offer* is available to residential or small business *customers*;
16. release date and expiry date of the *contract offer’s* availability to *customers*;

17. a link to the relevant *retailer* website page where *customers* can choose to take up the *contract offer*;
18. a link on the *retailer's* website to the *contract offer's Energy Price Fact Sheet* (see section 4.1 for further information);
19. whether the *contract offer* is applicable to *customers* with solar panel installations;
and
20. green power options (if applicable).