

Part 2 Customer retail contracts

Division 7 Market retail contracts—particular requirements

45A Definitions

In this Division:

fixed term retail contract means a market retail contract that contains a term or condition that specifies:

- (a) the date on which the contract will end; or
- (b) a method for calculating the date on which the contract will end and which is ascertainable at the time the contract is entered into.

fixed benefit period means a period of a market retail contract (where the end date of that period is specified or ascertainable at the beginning of that period) during which a benefit to the customer (such as a price discount) is available.

46 Tariffs and charges

- (1) This rule sets out some minimum requirements that are to apply in relation to the terms and conditions of market retail contracts (other than a prepayment *meter* market retail contract).
- (2) A retailer must set out in a market retail contract with a small customer all tariffs and charges payable by the customer.
- (3) The retailer must give notice to the customer of any variation to the tariffs and charges that affects the customer.
- (4) The notice must be given as soon as practicable, and in any event no later than the customer's next bill.
- (5) The retailer must set out in the market retail contract the obligations with regard to notice that the retailer must comply with where the tariffs and charges are to be varied.

46A Explicit Informed Consent – Variation of tariffs, charges and benefits to the customer

- (1) This rule has effect for the purposes of section 39(1)(a) of the Law.
- (2) For the purposes of the transaction described in section 38(b) of the Law, matters relevant to the consent of the customer will include, without limitation, any term or condition in the market retail contract that provides for the variation of tariffs, charges and benefits to the customer under that contract.

Division 10 Energy marketing

Note:

The *Telecommunications Act 1997*, the *Do Not Call Register Act 2006* and the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* of the Commonwealth may also apply to retail marketers carrying out energy marketing activities.

Subdivision 1 Preliminary

60 Application of Division

This Division applies to retail marketers carrying out energy marketing activities.

Subdivision 2 Providing information to small customers

61 Overview of this Subdivision

- (1) This Subdivision requires a retail marketer to provide specific information to small customers in connection with market retail contracts.
- (2) The information is referred to in this Subdivision as required information.

62 Requirement for and timing of disclosure to small customers

A retail marketer must provide the required information to a small customer in relation to the market retail contract concerned:

- (a) before the formation of the contract; or
- (b) as soon as practicable after the formation of the contract.

63 Form of disclosure to small customers

- (1) Required information provided to a small customer before the formation of the market retail contract may be provided electronically, verbally or in writing.
- (2) Required information provided to a small customer after the formation of the market retail contract must be provided in a single written disclosure statement.
- (3) If required information was provided to a small customer electronically or verbally before the formation of the market retail contract, required information in a single written disclosure statement must also be provided to the customer after the formation of the contract.

64 Required information

- (1) The required information that a retail marketer is to provide to a small customer is information in relation to the following:
 - (a) all applicable prices, charges and benefits to the customer (to the extent both are not otherwise part of prices), —early termination payments and penalties, security deposits, service levels, concessions or rebates, billing and payment arrangements and how any of these matters may be changed (including, where relevant, when changes to prices will be notified by the retailer to the customer);
 - (b) the commencement date and duration of the contract, the availability of extensions, and the termination of the contract if the customer moves out during the term of the contract;
 - (c) if any requirement is to be or may be complied with by an electronic transaction—how the transaction is to operate and, as appropriate, an indication that the customer will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;
 - (d) the rights that a customer has to withdraw from the contract during the *cooling off period*, including how to exercise those rights;
 - (e) the customer’s right to complain to the retailer in respect of any energy marketing activity of the retail marketer conducted on behalf of the retailer and, if the complaint is not satisfactorily resolved by the retailer, of the customer’s right to complain to the energy ombudsman.
- (2) The required information, when given in a written disclosure statement, must include or be accompanied by a copy of the market retail contract.