

# Energy marketing – rights and responsibilities

Energy suppliers can contact you either by phone, mail or in person ('door knocking') with offers to buy their services. This Fact Sheet explains what suppliers can and can't do and the penalties that apply if they break these rules.

Read this Fact Sheet if you want to know about:

- energy marketing responsibilities
- energy marketers contacting you
- making a complaint about energy marketers
- important tips to remember.



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## Introduction

Energy suppliers have the right to contact potential customers by phone, by mail or in person to offer their products and services. They may do so themselves or through external contractors, such as telemarketers or door-to-door salespeople.

Their activities are regulated by the National Energy Retail Rules, the Australian Consumer Law and all applicable Commonwealth and State laws, including the *Competition and Consumer Act 2010*. That means there are strict rules around how and when they can contact you and what they can and cannot say and do.

There are also ways in which you can restrict their access to you and make a complaint if you are unhappy with any approaches made to you.

## Marketing conduct

### Marketers must:

- clearly identify who they are, the supplier or entity they represent and why they're contacting you
- contact you only on weekdays from 9am to 6pm or Saturdays from 9am to 5pm unless otherwise previously agreed with you
- provide timely, accurate, verifiable and truthful comparisons
- provide truthful, easy to understand and relevant information in plain English
- explain any fees or charges that apply to their services, including cancellation and/or termination fees
- provide written terms and conditions before asking you to sign a contract
- provide a written disclosure statement after you agree to a contract

- tell you about the 10-day cooling-off period
- leave your home immediately or end the phone call if you ask them to do so
- provide an Energy Price Fact Sheet (including summary of terms and conditions, price, any discounts that apply and the supplier's contact details)
- maintain a "no contact" list.

### Marketers cannot:

- contact you if you have registered your phone number on the "do not call register"
- exert undue pressure, harass or coerce you or mislead or deceive you
- contact you again for 20 business days if you indicate you're not interested in their service
- contact you again for one year if you ask not to be contacted again.

### Misleading statements

Some marketers may make misleading statements to pressure or coerce you into signing a contract. Some common ones include:

- saying your energy supply will be disconnected
- asking to see previous bills to ensure you're getting a rebate
- offering a discount for your area only
- asking you to sign something to show they've spoken to you, or
- they may claim to be from the government.

Be careful what information you disclose about your previous bills and check what you're signing – otherwise you may be transferred to another energy supplier without knowing it.

## Making a complaint

If an energy marketer has behaved improperly (e.g. used coercion, pressure, or untruthful information), contact the energy supplier they represent to make a complaint.

If you can't resolve the problem with them, you can raise your complaint with us on [www.ewosa.com.au/submit-a-complaint](http://www.ewosa.com.au/submit-a-complaint). Breaches are treated very seriously and penalties apply for individuals and corporations.

## Your rights

### Do Not Call Register

If you don't want to receive any telemarketing calls you can register your home, mobile phone and fax number (including business fax numbers) on the Do Not Call Register. This is free service and can be done online at [www.donotcall.gov.au](http://www.donotcall.gov.au) or by calling 1300 792 958. Energy marketers should not call your number once it has been on the register for 30 days. It will remain on the register until you remove it.

### Do Not Knock Stickers

Sales people must not visit if you are displaying a sign that says, "do not knock", "no marketing" or "no advertising". To find out where you can get a "Do Not Knock" sticker, visit [www.donotknock.org.au](http://www.donotknock.org.au).

### Cooling-Off Period

All contracts have a 10-day cooling off period, which means you can change your mind and cancel the contract within 10 business days. If you wish to cancel, it is best practice to do it in writing by post, fax or email and to keep a copy for your records. You don't need to give any reason for the cancellation.

After you have signed a contract, your energy supplier must give you a single written Disclosure Statement that explains in plain English the key terms of that contract, including prices, service levels, bill frequency, duration of the contract, available payment methods, fees and charges and early termination fees. For further information about choosing a contract and a supplier, see *Fact Sheet: Choosing an energy supplier and contract*.

## Your responsibilities

### Set the pace

It is wise to only agree to speak to an energy marketer if you are genuinely interested in the idea of changing plans or suppliers and it is an appropriate time to do so. If it is not, or you are simply not in the right frame of mind, arrange another time.

When you do agree to talk, understand what information you need to know and have questions ready. A marketer will usually not give you all the detail. If you don't understand something, ask the marketer to provide more information (then or in the future).

Even if an offer or "plan" sounds right for you, you do not have to sign a contract straight away. If necessary, tell the marketer you want to think about it and even get independent advice.

Remember that different suppliers often have very different plans and options. If one interests you, it may be worth seeing what others offer.

### Common questions to ask

#### Pricing

- What are the rates or tariffs included in the contract being offered?
- What is included / excluded in the contract being offered eg. GST, rebates, discounts?

#### Discounts

- What rate will my discount be based on?
- How does it compare with my current rate?
- Are there conditions for the discount to apply?
- Will the discount be applied only if I pay on time?

#### Billing

- How and when will I receive my bill?
- If I accept a contract for electricity and gas, will I receive one bill or two bills?

#### Payment

- How can I pay (eg. Bpay, direct debit, Centrepay, post office)?
- Are there any charges or discounts for using different payment methods?

### Terms and conditions

- How long is my contract term (when does it end)?
- Is the contract fixed or am I free to move without penalties?
- When will my contract start?
- When does my cooling off period start and end?
- What happens at the end of the contract term? Will I be notified or will the contract roll-over automatically if I do nothing?
- Do I need to give notice to terminate?

### Fees and charges

- Are there any account set up or administration fees?
- Are there any late payment fees or other account charges (eg. disconnection fees)?
- Are there any fees for receiving a paper copy of the bill?
- Will I be charged a transfer or cancellation fee if I move house?
- Will I be charged a termination fee for ending my contract early?
- Is my tariff rate fixed or can it go up?

### Read the fine print

A contract is legally binding so ensure you know exactly what you're agreeing to before signing. Even if you are happy with the plan as presented don't be pressured into agreeing to a contract you haven't read or don't fully understand.

All contracts must comply with the customer protection requirements specified in the National Energy Retail Rules, but it's still a good idea to check that all the minimum terms and conditions are included. For further information about different types of contracts, see *Fact Sheet: Choosing an energy supplier and contract*.

### Keep copies

Always keep a copy of the information provided to you by the marketers as well as any contract you sign. If there's a dispute in the future you will need them.