

## VEU program industry guide

### Contracting with consumers

#### Instructions for use

The industry guide contained in the following pages is part of a series for accredited persons and scheme participants about how they should engage with consumers under the Victorian Energy Upgrades (VEU) program and their obligations in the [VEU code of conduct](#) ('the code').

It has been supplied as a resource to assist businesses with informing their employees, suppliers, subcontractors and any other scheme participants about the code. This includes using the content of this template in other branded products. It is not designed to inform consumers about the VEU program.

If being used in other branded products, users:

Can...	Can't...
✓ Change the font, structure and format of the document	✗ Include the commission's branding or the Essential Services Commission logo
✓ Include their own brand colours, logos, styles and contact information	✗ Change any of the content of the document
✓ Add other relevant obligations under the code of conduct	✗ Present only some of the content (i.e. it must be made available in full)

This industry guide does not provide or create legal obligations. Its purpose is to assist compliance by accredited persons and scheme participants. You should obtain professional advice if you have any specific concern, before relying on the accuracy, currency or completeness of this information.

Please see our other industry guides on 'Generating leads and marketing the VEU program' and 'Undertaking activities under the VEU program' for more information on these activities.

# Contracting with consumers

To comply with the Victorian Energy Upgrades (VEU) program code of conduct ('the code'), there are certain obligations that must be met before you enter into a contract with consumers or commence an upgrade. Some of these obligations are outlined below.

Compliance with the code is required of both accredited persons and scheme participants that deliver upgrades to consumers. As industry professionals, positive consumer experiences start with you and the code provides the means by which this can be achieved.

Non-compliance with the code means a certificate cannot be created for that upgrade.

For more information, please see the [VEU program code of conduct](#), and the [code of conduct guideline](#).

## Statement of rights

It is important that consumers know their rights and obligations in relation to the contract before agreeing to upgrades as part of the VEU program. The code requires you to provide consumers with a statement of these rights and obligations, including under the [Victorian Energy Efficiency Target Act 2007](#), [Victorian Energy Efficiency Target Regulations 2018](#), the code of conduct and Australian Consumer Law (Victoria).

These sources are available on the [commission's website](#) on [consumer.gov.au](#) and [consumer.vic.gov.au](#).

You may also use the Statement of Rights available on the commission's website. However, it may be necessary to provide each consumer with additional information on their rights and obligations, as part of your contract with them.

## Terms and conditions

Consumers must be given clear and accurate information about the terms and conditions of the contract they're entering into for the upgrade. Contracts with consumers must include:

- standard fees and charges (such as installation fees, labour costs, etc.)
- payments terms
- what will happen in the event the consumer does not adhere to payment terms
- what – if any – cooling-off periods apply
  - information on cooling-off periods must be given in a way that is consistent with the requirements of Australian Consumer Law (Victoria).

## Consumers' consent

You must ensure consumers have been informed of and understand what will happen as a result of agreeing to the upgrade. This includes what may happen once the upgrade is complete. Consumers must understand this before you enter a contract with them. You must also ensure they consent to the activity and document this consent.

That is, the contract must include information on the activities taking place as part of the upgrade and capture the consumer's consent to these activities (e.g. in the form of a signature).

## **Scheduling an upgrade**

The contract with consumers must include information on the scheduling of the upgrade. It must set out when all installations, replacements or decommissioning activities will take place and be completed by.

## **Information about who will undertake the upgrade**

Consumers must know who will be involved in the upgrade. This includes people only responsible for part of an upgrade. For example, if one of your employees decommissions a product and another installs a replacement as part of an upgrade, the consumer must have the contact information below for both employees.

For each person involved in an upgrade, this information must include the person's:

- full name
- business telephone number
- business email address.

For all scheme participants involved in the upgrade, the name of the accredited person they are acting on behalf of must also be given to consumers.

## **General obligations**

- These obligations apply whether your contract with consumers is written or verbal. Accredited persons must collect evidence to demonstrate compliance with these obligations.
- Accredited persons must be able to provide the commission with this evidence, if required. This may mean accredited persons collecting it from scheme participants who contract with consumers.