

# SOLAR RETAILER CODE OF CONDUCT

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# 1. INTRODUCTION

The Clean Energy Council (CEC) is the peak body representing Australia's renewable energy and energy efficiency industry

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## 1.1 Purpose and objectives

This non-prescribed voluntary code of conduct (the Code) aims to promote best practice measures and activities for retail businesses selling solar photovoltaic (PV) systems. This Code is for retail businesses that want to demonstrate the commitment they have to promoting responsible activity and development in the renewable energy sector across Australia. This Code is not intended to replace existing consumer, energy or environmental planning legislation, policy or regulations at local, state or federal government levels, but to bring about increased accountability within the PV retail industry.

The primary entities involved in the sale and installation of PV are the installer, designer, and retailer. It is the nature of the PV market that these roles can all be filled by one individual, or conversely, by two or three different entities. The former category is typically found in small retail businesses run by a qualified installer/designer, and the latter typically in medium- to larger-sized companies that subcontract out the designs and/or installations of PV systems, meaning that those running the business or making a sale are less likely to be qualified installers/designers. Many PV retailers in the industry now sell systems direct to consumers and sub-contract the installation of those systems.

### CEC Accreditation for Solar PV Designers/Installers

The CEC Accreditation Team manages a PV accreditation program to accredit the designers and installers of solar systems. CEC Accreditation is not linked to membership with the CEC. This qualification demonstrates competence in design and/or installation of stand-alone and/or grid-connected solar PV systems. Under the PV accreditation scheme, which has a technical focus on safety and the correct design and installation of PV systems, only individuals are able to attain accreditation. A CEC-accredited solar designer/installer:

- has completed the necessary solar specific training courses;
- is bound by the CEC Accreditation Code of Conduct and the CEC Accreditation Terms and Conditions;
- complies with the CEC Design and Install Guidelines, relevant Australian Standards and all other relevant regulations when designing/installing PV systems.

In order to claim federal government financial incentives available under the Small-scale Renewable Energy Scheme (SRES), consumers must use a CEC-accredited installer and designer, in accordance with the Renewable Energy (Electricity) (Cth) Regulations 2001. More information on the Solar PV Accreditation Program is available at: [cleanenergycouncil.org.au/industry/installers](https://cleanenergycouncil.org.au/industry/installers)

### Solar Retailer Code of Conduct

As discussed above, the CEC Accreditation Program deals with matters relating to the installation and design of PV systems. This Code deals with matters relating to the marketing and sale of PV systems to ensure PV retailers also maintain a standard that will benefit consumers and the industry.

The Code has been developed to improve the relationship between consumers and PV retailers and to ensure the industry is suitably regulated. The Code is a self-regulated scheme designed to provide consumers with confidence that solar retailers will act in compliance with (and where appropriate, go beyond) relevant federal and state laws and regulations, and conduct their business in a professional and ethical manner. The Code also deliberately connects the responsibility of the retailer with the obligations of accredited installers/designers, to ensure that retailers are fully accountable for the

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actions of any subcontracted parties. This Code aims to address identified issues that may impact on the reputation of the solar industry. These issues include:

- Misleading claims given to consumers regarding the performance of their PV system and future electricity bills.
- Misleading advertising regarding the size of PV systems, the value of available government incentives, and the suitability of the PV system.
- The retailer not taking responsibility for the whole of the PV system including product warranties and workmanship.
- Sub-standard installation work.
- The retailer not taking responsibility for subcontracted parties acting on their behalf and any parties who generate sales leads utilised by the retailer.

The Code will be updated to reflect changes in the above, with the aim of proactively addressing issues that adversely affect consumers and the reputation of the PV industry.

To achieve its objectives, this Code addresses four broad subject areas:

### 1 | Pre-sale activities

- To protect the consumer against dishonest or misleading advertising and sales tactics, and to ensure that sales representatives act ethically at all times during marketing campaigns and when dealing with consumers.
- To ensure that the consumer is provided with the necessary written information to enable full understanding and awareness of their purchase.

### 2 | Post-sale activities

- To ensure that consumers' legal rights relating to cooling-off periods, deposits and refunds are respected, and that the consumer has the opportunity to cancel a contract where changes are made after point of contract that are not approved in writing.
- To ensure that the consumer receives a system that is installed correctly, in accordance with existing legislation, regulations, standards and guidelines.
- To ensure that the consumer is provided with a standard minimum warranty period covering the operation and performance of the entire system, and that the retailer is responsible for addressing any problems relating to workmanship or product that arise during this period.

### 3 | Documentation

- To ensure that the consumer is provided with the required documentation after the PV system is installed, and that the retailer and the consumer are fully aware of who is responsible for the provision of the relevant documentation.

### 4 | General business

- To ensure that the retailer adheres to all existing legislation and regulations, and maintains consistent business practices including, but not limited to, effective complaint handling procedures and cancellation procedures.

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## 1.2 Scope and interpretation

While the Code has been developed primarily to address issues arising during the sale and installation of small-scale PV to residential and small business consumers, the Code applies to any PV retailer that becomes a Signatory, regardless of what size system and to whom they are selling. However,

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where signatories are selling PV to medium- and large-scale business consumers (who can be assumed to have a genuine and reasonable opportunity to negotiate the terms of a contract), it is acceptable for a commercial contract to supersede specific clauses of the Code.

This Code co-exists with relevant state or federal legislation, including *Australian Consumer Law* (Cth) (ACL) (Schedule 2 of the *Competition and Consumer Act 2010*), which replaced the *Trade Practices Act 1974*. Signatories' obligations under these laws are not replaced or restricted by this Code. This Code applies to the extent that it is consistent with all existing state and federal legislation and regulation. Where the Code is found to be inconsistent with any existing state or federal legislation or regulation, that regulatory obligation will take precedence to the extent of the inconsistency. Compliance with this Code does not guarantee compliance with any legislation.

A summary of relevant laws that protect consumers is provided at Appendix 5.4.

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## 1.3 Signatories to the Code

Solar PV retail businesses that are signatory parties to this Code are compliant with and agree to adhere to the Code. They:

- are PV retailers, including those selling PV to residential and small business consumers and those selling PV to medium and large-scale business consumers;
- are committed to developing and conducting their business in line with best industry practices and interacting with consumers in a professional and ethical manner; and
- include non-CEC members and CEC members who apply and are accepted as signatories to this Code.

A regularly updated map of current signatories to the Code is available online for consumers at [cleanenergycouncil.org.au/find-an-approved-solar-retailer](https://cleanenergycouncil.org.au/find-an-approved-solar-retailer).

## 2. GENERAL RULES AND STANDARDS

Signatories to the Code comply with the rules and standards in this section as set out below.

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### 2.1 Pre-sale activities

#### Advertisements and promotions

- 2.1.1 Any advertisements, promotions, quotations and statements produced must be legal, truthful, and comply with all relevant legislation. Signatories must:
- a. ensure all state and federal government incentive schemes are honestly and accurately represented, including not misrepresenting an association with government, or falsely claiming to be part of a government scheme;
  - b. not provide any false or misleading claims relating to the company, product or services being offered including system performance, stocks and substitution of products;
  - c. clearly attribute any claims relating to performance and savings to a reputable source;
  - d. advertise the total price as prominently as they advertise a component of the price;
  - e. provide information that is specific to the state or region of advertisement; and
  - f. not engage in any misleading or deceptive conduct in relation to the price, value or quality of goods or services including:
    - i. failing to clearly outline disclaimers or relying on disclaimers buried in small print in order to deliberately mislead a consumer;
    - ii. making statements with promises, predictions or opinions that are known to be untrue or incorrect, or for which there are no reasonable grounds to make them;
    - iii. quoting tariffs or financial incentives that are no longer available or not available in the region of advertisement;
    - iv. misleading consumers about the impact that installing solar will have on their electricity bills;
    - v. misleading consumers in relation to the size of the system or output;
    - vi. advertising large inverters with small systems, with the intention of making it appear that the system size is the size of the advertised inverter;
    - vii. the place of origin (manufacture) of a product; and
    - viii. exaggerating or misleading a consumer in regards to their need for the product.
    - ix. making representations regarding the cost of finance or an alternative purchasing arrangement for the product, such as representing that there is no additional cost for the finance or alternative purchasing arrangement when the price of the product has been inflated above the cash price or market value of the product.

## Sales and quoting practices

2.1.2 Signatories must adhere to ethical sales and quoting practices during all steps of the process, including but not limited to:

- a. avoiding high-pressure sales tactics that induce consumers to make hasty or uninformed decisions about the product and technologies they are selecting. High-pressure sales tactics can be defined as (for example):
  - i. seeking to sell products to individuals who, or organisations that, are clearly unable to understand the information and/or the contract they are being asked to enter into. For example, deliberately targeting consumers who are vulnerable due to mental illness or physical disability, age, learning difficulties, or speaking English as a second language;
  - ii. offering inflated prices and then discounts for agreeing to sign on the day or for providing testimonials and/or providing referrals;
  - iii. revisiting the consumer's premises uninvited intending to pressure the consumer;
  - iv. applying psychological pressure (by appealing to the consumer's fears, greed or vanity), to persuade the consumer to make a quick purchase decision;
  - v. employing badgering techniques, such as making frequent telephone calls, to pressure individuals or organisations into signing contracts; and
  - vi. if the consumer reasonably feels they have been subject to high-pressure sales tactics then this may also be considered to constitute such tactics.
    - What constitutes 'reasonable' will be determined by the Code Administrator (see section 3.1 below).
- b. When engaging the consumer in their home or place of business:
  - i. identifying all sales agents with company-issued identification for the safety and comfort of consumers;
  - ii. explaining up-front the purpose of the visit and informing the consumer that they can ask the retailer to leave at any time;
  - iii. leaving the premises immediately if the consumer asks them to do so; and
  - iv. explaining to consumers their right to terminate the agreement within ten business days for unsolicited sales.

2.1.3 Any reference to Small-scale Technology Certificates (STCs) must be consistent with Clean Energy Regulator wording, whereby an STC is a financial incentive, not a rebate, and consumers will not qualify for any government-based financial recompense at the completion of the STC creation process.

2.1.4 Consumers must be given a flyer describing this Code and also including:

- a. the process for provision of consumer feedback and lodging consumer complaints;
- b. a link to the CEC Solar PV Consumer Guide.



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- 2.1.5 An electronic link to this flyer is acceptable only if a hard copy can be provided upon request. The Code flyer will be produced and provided to signatories by the Code Administrator (see section 3.1).

### Point of contract

- 2.1.6 A written contract must be provided to the consumer that includes:
- a. All terms and conditions of the contract and these must comply with the Code
  - b. an itemised list of the goods to be supplied;
  - c. the total prices of all goods and services;
  - d. the total value of any discounts, quantity and value of STCs, Good and Services Tax (GST) and rebates as applicable including relevant disclaimers;
  - e. full specifications of the system, including the manufacture, model, quantity and power rating of the solar modules and the inverter/s;
  - f. a site-specific full system design including the proposed roof plan (sketch or diagram with measurements is acceptable), array orientation and tilt in degrees, expected efficiency losses due to shading, inverter location and the system's site-specific estimated energy yield, i.e. average daily performance estimate in kilowatt hours (kWh) for each month of solar generation.
    - The performance estimate must be compliant with and based on data obtained from the CEC *System Design Guidelines for Accredited Designers* or other reputable source.

It is acceptable for this section 2.1.6 (f) to be provided as a deliverable of the contract, provided that:

- i. this information is provided before the expiry of any cooling-off period; and
- ii. where section 2.1.6(f) is provided as a deliverable of contract:
  1. the initial contract must include a generic outline of the likely system performance estimate (to enable the consumer to make an informed purchase decision); and
  2. the consumer must be entitled to a full refund upon request, if they do not consent to the site-specific full system design and performance estimate upon receipt of this information.
- g. disclosure of the method of all estimations made in relation to system outputs and financial benefits including:
  - i. estimates of import and export tariffs
  - ii. system design, performance and output assumptions
  - iii. STC financial incentives and rebates
  - iv. Estimated return on investment in years and subsequent future savings
- h. Any site conditions and special circumstances beyond the control of the Signatory which

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may result in extra chargeable work not covered by the quote. This includes any additional costs that may arise at or after installation and that will not be borne by the Signatory. For example, fees for meter exchange/reconfiguration, damage on meter panels, and changing dedicated off peak control devices if required;

- i. an estimated timetable for supplying and installing the system. Where timeframes are out of control of the retailer, this can be noted with relevant disclaimers;
- j. business terms, including the payment method, deposits and timetable, and how long the quote will be valid for;
- k. details about any after-sales services, guarantees and express warranties. The warranty must:
  - i. Include a statement that the consumer's rights under the warranty sit alongside the consumer guarantees which are required under ACL and cannot be excluded.

Under ACL, consumers cannot sign away their consumer guarantee rights. Signatories must not put terms into their contracts to avoid their consumer guarantee obligations.

- l. the consumer's cooling-off and termination rights;
- m. a clause stating that the Signatory must comply with this Code.

2.1.7 The contract must be expressed in a clear and transparent way, using plain language that is legible.

2.1.8 Signatories must endeavour to draw to the attention of the consumer specific requirements of the contract which, if not brought to the consumer's attention, are likely to result in a dispute. For example, section 2.1.6(h), additional fees that may arise, or if there is any difference between a price verbally quoted, and the final contract price.

2.1.9 Both parties must sign the agreement and any amendments. Equivalent methods of legal agreement other than signing a contract in person are also permitted (for example, electronic acceptance).

2.1.10 Any requirement to provide a document or information, or signature in writing can be met in electronic form, or to provide a signature can be met in electronic or verbal form. Any document which forms part of the contract must be provided to the consumer in a non-editable, i.e. hard copy or pdf.

2.1.11 Receipts must be issued for all deposits collected.

## Prior to signing the contract

- 2.1.12 Before the contract is signed the Signatory must provide the consumer with an address and a telephone number where any queries can be answered.
- 2.1.13 Signatories must ensure that the contract is explained to consumers prior to entering into an agreement.
- 2.1.14 Signatories must clearly explain in writing the process surrounding the payment and trade of STCs, including where relevant, the provision of accurate information about the operation of the STC Clearing House (i.e. that STCs in the Clearing House are only sold when there is a buyer, there is no guarantee on how long they will take to sell, and consumers are not guaranteed \$40).
- 2.1.15 Signatories must advise consumers in writing that their electricity contract/tariff may change following installation of solar and that the consumer should contact their electricity retailer:
  - a. before signing a contract, to check what new electricity tariff rates may be applied; and
  - b. after installation of the solar PV system, to confirm that the agreed tariff has been applied.

## Approval to connect to the electricity grid

- 2.1.16 Signatories must inform consumers (where relevant in the state of installation), before a contract is signed, that:
  - a. the consumer requires approval from their distributor to connect a solar PV system to the electricity grid (“grid connection approval”); and
  - b. the relevant paperwork must be completed and submitted prior to installation.
- 2.1.17 Where Signatories have fulfilled their obligations under 2.1.16 above and the consumer takes responsibility for obtaining grid connection approval and
  - a. the application is rejected and
  - b. the contract has already been signed,the consumer is entitled to the return of all monies paid minus reasonable expenses incurred by the Signatory to the point of termination of the contract.
- 2.1.18 Where a Signatory has fulfilled its obligations under 2.1.16 above and the consumer authorises the Signatory to obtain grid connection approval on its behalf, the Signatory must ensure the consumer receives approval prior to installation.
- 2.1.19 Where a Signatory has fulfilled its obligations under 2.1.16 above and the consumer authorises the Signatory to prepare and submit the documentation required for grid connection approval and
  - a. the application is rejected and
  - b. the contract has already been signed,the consumer is entitled to a full refund.

## Finance and alternative purchasing arrangements

- 2.1.20 When advertising an arrangement that provides an alternative to initial outright purchase (for example, a credit contract or a lease or power purchase agreement), the Signatory must comply with section 2.1 (and all other sections) of this Code.
- 2.1.21 The Code does not provide an exhaustive list of the notification obligations which apply to credit providers. Credit providers are required to meet obligations imposed by section 21C of the Privacy Act 1988 (Cth) and clause 4.1 of the Credit Reporting Privacy Code.
- 2.1.22 When offering to a consumer, whether through the Signatory's own or associated company or via a third party provider, an arrangement that provides an alternative to initial outright purchase, a Signatory must ensure that the consumer clearly and accurately receives the following information:
- a. the name of the provider to whom the consumer will be contracted;
  - b. a clear statement regarding the nature of the arrangement being entered into (e.g. whether it involves a credit contract or other financial product within the meaning of the Australian Securities and Investments Commission Act or a non-regulated credit arrangement);
  - c. a clear statement that the periodic payments are available only if the consumer wishes to take advantage of the finance or alternative purchasing arrangement;
  - d. the comparative cost of that same product if the consumer was to purchase it outright on that day;
  - e. a clear statement that fees and charges apply in relation to the arrangement, including:
    - i. the dollar amount of fees and charges applied under the arrangement and what each fee and charge represents;
    - ii. whether the fees are fixed and, if not, details of escalation rates; and
    - iii. where and in what form the consumer can expect the fees and charges to appear in the finance or alternative purchasing arrangement contract;
  - f. under a solar leasing agreement, the aggregate amount payable over the life of the agreement's term;
  - g. under a power purchase agreement, the aggregate amount payable over the agreement's term based on a reasonable and stated estimate of the solar-generated electricity consumed by the consumer;
  - h. under a power purchase agreement, a clear statement that the consumer must pay the stated price for solar-generated electricity for the term of the contract and that the stated price may not reflect the market price and may not be competitive with the price of electricity purchased through other methods;
  - i. details of any exit payments or penalties associated with the finance or alternative purchasing arrangement;
  - j. a statement as to whether the consumer owns the system at the conclusion of any plan or agreement under the terms of the arrangement and/or details, including any associated costs and/or fees, of any option or options available to the consumer to purchase the

system at the end of the term; and

- k. a statement that questions and complaints about the arrangement should be directed to the provider with whom the consumer is or will be contracted and:
  - i. if the provider is a member of such a scheme, to the relevant external dispute resolution scheme;
  - ii. if the arrangement involves a credit or other financial product, the Australian Securities and Investments Commission (ASIC) or
  - iii. if the arrangement does not involve regulated credit or other financial product, to the relevant state based authority which has responsibility.

To comply with this section 2.1.22, a Signatory may, for example, provide the third party provider with a pro forma to be completed by that provider and attached to the Signatory's contracts, or attach the standard terms of the provider.

2.1.23 A Signatory must make reasonable enquiries as to whether the arrangement that is to be offered to a consumer (whether by the Signatory or by another business introduced to the consumer by the Signatory or Approved Retailer) is regulated by the *National Consumer Credit Protection Act 2009 (Cth)* ("the NCCP Act"), such that the provider of the arrangement would need to hold an Australian Credit Licence.

If as a result of those enquiries, the Signatory believes that the arrangements will not be regulated by the NCCP Act, the Signatory must ensure that:

- a. The relevant contract includes a provision substantially in the form set out in section 2.1.24 below ; and
- b. the provision referred to in section 2.1.23(a) is signed by the consumer.

Note: If an arrangement is a credit contract or a consumer lease that is regulated by the NCCP Act, the credit provider must hold an Australian Credit Licence. Any business that has a role in introducing the consumer to the credit provider (e.g. the Signatory or the Approved Retailer) may also need to hold a licence or be a credit representative of a licensee. It is a breach of the NCCP Act to engage in activities without holding a required licence or being a credit representative of a licensee. The obligations in this section are in addition to the legal obligations under the NCCP Act. A Signatory or Approved Retailer should obtain advice as to their obligations under the NCCP Act.

2.1.24 "This arrangement is not regulated by the *National Consumer Credit Protection Act 2009 (Cth)* ("the NCCP Act"). As a result:

- a. if you have a complaint about the arrangement, you may not have access to the services of an external dispute resolution scheme that has been approved by ASIC. This means that you may have to go to court to resolve a dispute with the provider.
- b. if you have trouble paying the periodic payments required under the arrangement:
  - i. you may not have the right to ask the provider for a hardship variation to help you get through your financial difficulty.
  - ii. The provider may take action against you for non-payment without giving you an opportunity to remedy the default."

## 2.2 Post-sale activities

### Pre-installation

#### Cooling-off period

- 2.2.1 For unsolicited sales, consumers must be given ten business days after they sign the contract to cancel the contract without penalty (the “cooling-off period”).
- 2.2.2 Where a consumer wishes to withdraw from a valid contract after the expiry of any cooling-off period, signatories are entitled to apply their own policies regarding fees for cancellation, in line with the termination rights specified in the initial contract, provided that such cancellation fees do not amount to unfair contract terms under the ACL. Cancellation fees must be reasonable, and related to the cost incurred by the Signatory. Consumers have rights under unfair contract terms provisions in ACL relating to cancellation of contracts and termination fees.

#### Refunds

- 2.2.3 Once the consumer has signed the contract, any variations to the system design must be documented and signed off by the consumer prior to installation.
- 2.2.4 The Signatory must provide the consumer with a full refund upon request when:
- a. the final system design provided in accordance with section 2.1.6(f) is significantly different to that quoted at the point of contract and is not signed off by the consumer;
  - b. in accordance with section 2.1.6(f), the site-specific full system design and performance estimate is provided as a deliverable of the contract and:
    - i. this information is not provided before the expiry of any cooling-off period; and
    - ii. the consumer does not consent to this information upon receiving it;
  - c. the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honoured, for reasons reasonably within the Signatory’s control, and the consumer does not consent to a revised time frame;
  - d. in accordance with 2.1.19 above, the Signatory acting on behalf of the consumer to obtain grid connection approval does not do so prior to installation, and the consumer does not receive approval from the distributor to connect a system;
  - e. extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by the Signatory and the consumer does not consent to these additional costs.

### Post-installation

- 2.2.5 A Signatory must advise the consumer how to measure the performance of their system. The Signatory must specify, using at least one of the following methods, how energy output can be measured:
- a. demonstration;
  - b. written instructions on how to read the inverter; or

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- c. provision of a measuring device that links back to the inverter.

Energy output is a reasonable measure of performance; savings are not.

- 2.2.6 Signatories must inform consumers how to appropriately maintain their system and that they should do so on a regular basis (providing maintenance documentation in accordance with section 2.3 below is sufficient).

### Connection to the electricity grid

- 2.2.7 To facilitate connection to the grid, the Signatory must:

- a. in accordance with section 2.1.18, prepare and submit within a reasonable timeframe all relevant documentation required by the electricity retailer and/or distributor for meter installation and connection of the system to the network; or
- b. in accordance with section 2.1.17, signatories must clearly explain to the consumer the process for preparing and submitting the documentation required by the electricity retailer and/or distributor.

- 2.2.8 The Signatory must explain to the consumer the process from system installation to network connection. The Signatory must:

- a. notify the consumer when it has provided the relevant paperwork to the electricity retailer and/or distributor (if applicable) and how the paperwork was provided, for example, by email;
- b. give the consumer expected timeframes for each step of the process;
- c. advise the consumer who they should contact to follow up on progress; and
- d. advise of any potential problems that may arise.

- 2.2.9 The Signatory must respond within a reasonable timeframe to any additional compliance requests from the distributor or electricity retailer (for example, re-submitting incorrect paperwork), and consult with the consumer if necessary.

### Warranty

## GENERAL RULES AND STANDARDS

- 2.2.10 A standard minimum retailer's warranty period of five years<sup>1</sup> on the operation and performance of the whole solar PV system, including workmanship and products, must be provided to the consumer by the Signatory.
- a. That retailer's warranty exists over and above the consumer's rights under consumer guarantees in ACL.
  - b. The consumer is entitled to claim a remedy if the goods or services do not meet a consumer guarantee or retailer's warranty.
    - i. The Signatory must implement warranty repairs or replacements within a reasonable timeframe.
    - ii. The consumer is not entitled to a remedy when the Signatory does not meet a consumer guarantee (statutory and retailer's warranty) due to something:
      - A. someone else said or did (excluding the Signatory's agents or employees); or
      - B. beyond human control that happened after the goods or services were supplied (for example, force majeure events, possums, extreme weather).

## Privacy

- 2.2.11 The Signatory has obligations under the Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth) in relation to collection, use and disclosure of personal information. The Signatory must be aware of and comply with such legal obligations at all times.

Note: Australian Privacy Principle 7 provides that an organisation must not use or disclose personal information it holds for the purpose of direct marketing unless an exception applies

- 2.2.12 Subject to 2.2.11, a Signatory may use personal information collected from consumers:
- a. for the purpose of the intended sale; and
  - b. for future marketing of its products and services that relate to the sale where consent has been obtained from the consumer for that purpose; or
  - c. where a consumer might otherwise reasonably expect to receive marketing material from the Signatory.
- 2.2.13 If personal information is used for the purpose of direct marketing, signatories must seek the consumer's consent, by way of an opt-in clause in the contract or other appropriate document, to receive marketing material.

- 2.2.14 Regardless of whether a consumer consented to receiving marketing material pursuant to

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<sup>1</sup>This warranty period is the minimum applicable to the service component of installation and all products (inverters, panels, electrical components etc.). Certain products, for example, panels and inverters, might have a warranty that exceeds five years.



- 2.2.13 above, Signatories must provide a simple means by which the consumer may easily request not to receive direct marketing communications, and include a prominent opt-out provision in each marketing communication, clearly telling consumers about the means for opting out of future marketing communications.
- 2.2.15 Signatories must not use consumers’ personal data for purposes other than those described in 2.2.12 above (for example, they must not provide the data to a third party, or use the data to promote a business other than that with which the consumer has a direct relationship) unless they have obtained express permission from the consumer.
- 2.2.16 This section sets out the minimum standard for use of customer data. Signatories can determine their own marketing practices, in accordance with all other provisions of this Code and pursuant to the *Privacy Act* 1988, beyond meeting this minimum standard.

## 2.3 Documentation

- 2.3.1 Section 2.3.2 contains a list of documents that the consumer must receive once the PV system is installed and who is responsible for providing that documentation. Signatories must ensure that the responsible parties below provide the consumer with this documentation.
- 2.3.2 The following documentation must be provided to the consumer in either electronic format or hard copy. Where appropriate, specified details of where this information can be found (for example, a web link) is acceptable. However, hard copies must be provided upon request by the consumer.

| Party responsible | Documents   |
|-------------------|---|
| Retailer          | <ul style="list-style-type: none"> <li>• List of equipment</li> <li>• Warranty information</li> <li>• Equipment manual</li> <li>• Equipment handbook</li> <li>• Array frame engineering certificate</li> </ul>                |
| Designer          | <ul style="list-style-type: none"> <li>• Shut down and isolation procedure</li> <li>• System performance estimate</li> <li>• Maintenance</li> <li>• Earth fault alarm actions</li> <li>• System connection diagram</li> </ul> |
| Installer         | <ul style="list-style-type: none"> <li>• Testing/commissioning</li> <li>• Declaration of compliance</li> <li>• Certificate of electrical safety (where applicable)</li> </ul>   |

- 2.3.3 Signatories are accountable for the work of their sub-contractors. In addition to the document requirements set out above, Signatories must be aware of any other documentation required by electricity distributors and regulators in their regions of operation

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## 2.4 General business and obligations of Signatories

### Compliance with the law

- 2.4.1 Signatories must comply with all local, state and federal legislation, CEC Accreditation Guidelines and regulations including but not limited to:
- a. The Renewable Energy Target (*Renewable Energy (Electricity) Act 2000* and *Renewable Energy (Electricity) (Charge) Act 2000*) which is supported by the *Renewable Energy (Electricity) Regulations 2001*.
  - b. The Australian Government Do Not Call Registry (*Do Not Call Register Act 2006*) and associated telemarketing standards including permitted hours for contacting consumers.
  - c. Schedule 2 of the *Competition and Consumer Act 2010*, which replaced the Trade Practices Act 1974.
  - d. Respecting “Do Not Knock” and “No Hawkers” stickers
  - e. Additional outlined in Appendix 5.4.

### In-house procedures and complaints handling

- 2.4.2 Signatories must be responsive to, and deal appropriately with, consumers at all times.
- 2.4.3 Consumers have the right to expect that PV systems supplied by a Signatory will:
- a. perform properly;
  - b. reflect the agreed contract;
  - c. be fit for purpose as per the specifications provided and as outlined by the Signatory; and
  - d. meet the standards the consumer would reasonably expect, including those set out in this section 2: General Rules and Standards.
- 2.4.4 If a consumer is dissatisfied with a product or service offered or provided, they can submit a complaint to the Signatory. A complaint may include, for example, any expression of dissatisfaction with a product or service offered or provided, with the sales process or salesperson, or with the complaints handling procedure itself.
- 2.4.5 Signatories must have an appropriate internal complaint handling procedure that is fair, efficient and transparent, in line with the following:
- a. the complaint handling procedure must be compliant with relevant legislation and standards including the Australian Standard on Complaints Handling AS/NZS 10002:2014;
  - b. information about the complaints process must be made available to consumers and staff;
  - c. the Signatory must log the complaint and begin its investigation within a reasonable time of its receipt;
  - d. every reasonable effort must be made to advise the complainant as soon as possible

of receipt of the complaint and the expected timeframe for resolution of that complaint;

- e. feedback on the outcome of complaints must be provided to the consumer within 21 days of receipt. Where additional time is required:
  - i. consumers must be informed of the need for more time to complete investigation; and
  - ii. the investigation must be completed within 45 days of receipt of the complaint;
- f. where a consumer is dissatisfied with the outcome of a complaint, the Signatory must provide the consumer with the appropriate contact details for escalating that complaint either internally or externally to the relevant state or territory industry consumer protection organisation, as an independent dispute resolution body.

Signatories must ensure that consumers fully understand the various avenues of complaint available to them. This is best done by clearly documenting those avenues in the complaints handling procedure. Consumers who have attempted to have their complaint resolved by the Signatory and are dissatisfied with that response must be referred by the Signatory to the applicable industry ombudsman or consumer affairs body; and

- g. Signatories must maintain appropriate record keeping of complaints and their outcomes.

2.4.6 Signatories must be able to demonstrate compliance with the Code and provide evidence of compliance to the Code Administrator when a suspected breach of the Code is being investigated. This may include:

- a. documented procedures;
- b. discussion of standard practices; and
- c. examples of standard documentation given to consumers such as contracts and warranty documents.

## Information to be provided to the Code Administrator

2.4.7 In the event of a change in control of a Signatory, the Signatory must notify the Code Administrator within 10 business days of the change. If the Signatory is not able to satisfy the Code Administrator that the Signatory has the necessary systems and procedures in place to ensure ongoing compliance with the Code, the Code Administrator may revoke the status as signatory to the Code.

If the Code Administrator identifies a substantial change which was not disclosed, the signatory status may be revoked.

2.4.8 Signatories are required to provide an annual confirmation of their compliance with the Code, which also serves to reaffirm the Signatory's ongoing commitment to implementing the Code.

2.4.9 Signatories must nominate a person who is authorised by the company to be the primary contact for all matters and correspondence relating to the Code (the Primary Contact). Signatories must provide the Code Administrator with up-to-date details including email address, title and telephone number for the Primary Contact. Signatories must inform the Code Administrator within 28 days of a change to the Primary Contact's details. Signatories must inform the Code Administrator immediately of any change in circumstances that may impact on the Primary Contact's ability to fulfil their role.

## GENERAL RULES AND STANDARDS

- 2.4.10 A Signatory must inform the Code Administrator, within 10 business days of the Signatory being notified by the relevant body of receipt of a complaint, of any complaints lodged against them with an energy ombudsman or consumer affairs body.
- 2.4.11 Signatories must undertake to inform the Code Administrator of any breaches to the Code made by other signatory companies.
- 2.4.12 Signatories must provide the Code Administrator with the following information and data upon request:
- a. relevant procedures outlined above in section 2.4: In-house procedures and complaints handling;
  - b. records of all relevant business activities and transactions relating to a suspected breach, including (if applicable) information provided to the consumer who lodged the complaint, and training provided to employees. These records must be kept for a minimum period of five years for audit purposes in the administration of this Code;
  - c. details of any known breaches of the Code;
  - d. regular (for example, quarterly) complaints data, including:
    - i. the number of complaints received;
    - ii. the type of complaints received; and
    - iii. the number of resolved complaints; and
  - e. any other information that the Code Administrator deems relevant for investigating a suspected breach of the Code.

This information will be used by the Code Administrator in managing the administration of and compliance with the Code, including compliance audits and investigating all suspected breaches of the Code.

- 2.4.13 All commercial-in-confidence information will be treated with appropriate confidentiality.
- 2.4.14 Signatories must comply in a timely manner with reasonable requests made by the Code Administrator for the provision of information or documentation in relation to compliance audits or investigation of suspected breaches of the Code.
- 2.4.15 Signatories must comply with all reasonable requests of the Code Review Panel in pursuance of its functions (see section 3.2).

## Training and promotion of the Code

- 2.4.16 Signatories must ensure consumers are made aware of the Code and:
- a. take all reasonable steps to promote the benefits of the Code to consumers, including telling consumers about the Code and providing copies on request;
  - b. advertise the latest version of the Code on their website and in other relevant marketing documents;

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- c. ensure that consumers are aware of the Signatory's complaints handling provisions.
- 2.4.17 Signatories must ensure that its employees and representatives, whether employed directly, subcontracted or selling or providing services on the company's behalf, are aware of the Code and their responsibilities under the Code.
- 2.4.18 For all system designs and installations, Signatories must employ and contract CEC-accredited designers/installers who abide by the CEC Accreditation Code of Conduct and Accreditation Terms and Conditions, or an equivalently trained accredited designer/installer as defined by the federal government in accordance with the Renewable Energy (Electricity) (Cth) Regulations 2001.
  - a. The system design must comply with CEC Accreditation Guidelines and manufacturer's requirements.
- 2.4.19 Signatories must ensure the safety of their installers, subcontractors and employees.
  - a. Persons must be appropriately qualified and have completed safety training modules (as listed in CEC Accreditation Guidelines) appropriate to the work including working from heights training.
  - b. Signatories must demonstrate due diligence in ensuring the safety of persons under their direct or indirect responsibility.

### **Obligations of Signatories and grounds for action to be taken**

- 2.4.20 Signatories have given an undertaking that they agree to follow the Code as outlined in this document.
- 2.4.21 Signatories must comply with the Code General Rules and Standards (this section 2) when selling, designing and installing solar PV systems.
- 2.4.22 Signatories are also subject to the Code Administrator's Compliance Procedure, the Code Review Panel Terms of Reference and the Brand Mark Guidelines.
- 2.4.23 Signatories must not act in any way that might bring the Code into disrepute.
- 2.4.24 Signatories must not make any vexatious or unfounded claims against another Signatory.
- 2.4.25 Signatories must ensure that their employees, contractors, agents, and any other individuals or businesses acting on the Signatory's behalf comply with the latest version of the Code. Signatories will be held responsible for all the actions of their employees, contractors, agents, and any other individuals or businesses acting on the Signatory's behalf to the extent that such actions are governed by this Code.
- 2.4.26 The Code Administrator/Code Review Panel may need to modify both the Code and supporting documentation to reflect the changing industry and ensure the Code standards continue to meet the stated objectives of the Code. Changes required may be identified through regular reviews of the Code which will assess the Code's effectiveness and possible areas for improvement (see section 3.8). Any major changes will be undertaken in consultation with the key stakeholders including signatories, industry, ACL regulators and consumer protection agencies. Signatories are obliged to comply with the most current version

## GENERAL RULES AND STANDARDS

of these documents at all times. Code signatories will be notified by email of any changes to these documents, and will be given three months' notice of any significant changes.

2.4.27 The Code Administrator/Code Review Panel may take action where there is any failure by a Signatory to meet their obligations under the Code. These circumstances include:

- a. any conduct or activity which has or may bring the Code into disrepute;
- b. failure to observe and conform to all relevant Australian Standards and all relevant CEC Accreditation Guidelines, and all applicable laws, ordinances, regulations and codes of practice;
- c. failure to comply with the requirements for provision of information and data as outlined above in section 2.4: Information to be provided to the Code Administrator;
- d. failure to pay any fees and charges associated with being a Signatory;
- e. making any false or misleading declarations or statements to the CEC relating to the Code and the Signatory's conduct;
- f. where there are complaints of a serious nature made against the Signatory that are unresolved;
- g. where the Signatory becomes bankrupt, insolvent, or their organisation is placed under administration; and
- h. serious, wilful, systemic, repetitive non-compliance with the potential to impact a large number of consumers or to have a serious impact on a lesser number of consumers.

## 3. CODE ADMINISTRATOR AND COMPLIANCE

Signatories to this Code are also subject to the Code administration and compliance arrangements as set out below.

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### 3.1 Role of the Clean Energy Council (Code Administrator)

- 3.1.1 The Code will be administered by the CEC Code of Conduct Team. The Accreditation Team manages the PV Accreditation Program to accredit designers and installers of PV.
- 3.1.2 The Code Administrator (CEC Code of Conduct Team) will be responsible for:
- a. managing the administration process relating to Code signatories;
  - b. monitoring Code compliance, including:
    - i. carrying out compliance audits and initiating inquiries into compliance; and
    - ii. investigating complaints that the Code has been breached;
  - c. determining when breaches of the Code have occurred;
  - d. determining appropriate action when breaches of the Code have occurred;
  - e. enforcing sanctions;
  - f. referring cases to the Code Review Panel for consideration as required;
  - g. performing secretariat functions for the Code Review Panel;
  - h. overseeing promotion of the Code; and
  - i. developing training and supporting material on the Code to assist signatories to comply with the Code.
- 3.1.3 The Code Administrator is not a dispute resolution body and may refer consumers to either the Code Signatory or the relevant consumer protection organisation in accordance with section 3.3 below.
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### 3.2 Role of the Code Review Panel

- 3.2.1 The oversight, monitoring and direction of the Code will be undertaken by the Code Review Panel (the Panel) or its appointed delegate. The Panel will appoint its delegate in accordance with the criteria in 3.2.2 below.
- 3.2.2 The Panel will:
- a. be an independent body. All representatives must be independent of Code signatories. They must not have any conflict of interest, for example, having recently been employed by, or consultant to, any Code Signatory;

- b. have no representative of the Code Administrator sitting on the Panel;
  - c. be suitably qualified to arbitrate cases referred to it by the Code Administrator, and to hear appeals against sanctions imposed by the Code Administrator;
  - d. consist of at least three participants that are all non-signatories to the Code, including:
    - i. a consumer representative with relevant experience and knowledge in, for example, consumer advocacy, protection and law, appointed by the Code Administrator in consultation with regulators of ACL;
    - ii. a PV representative with experience in the solar PV industry appointed by the Code Administrator; and
    - iii. a Chair with relevant experience and knowledge in, for example, regulatory or government administration of consumer law, or a suitable background to ensure due process is followed at all times, particularly when dealing with any breach of the Code. The Chair will be appointed by the Code Administrator and not employed in the PV industry.
- 3.2.3 Panel members will be appointed for a period of three years, and will be eligible for reappointment.
- 3.2.4 The Panel, or its appointed delegate will be responsible for:
- a. arbitrating cases referred to it by the Code Administrator;
  - b. arbitrating appeals against sanctions imposed by the Code Administrator in accordance with section 3.7 and appeals against rejections imposed by the Code Administrator in accordance with section 4.2; and
  - c. conducting its own inquiries into Code compliance.
- 3.2.5 The Panel and its appointed delegate will adhere to the Panel Terms of Reference, which set out its powers and functions.
- 3.2.6 The Panel will meet regularly to look at revisions to the Code, policy changes, how the Code operates, and complaints data.
- 3.2.7 All decisions of the Panel and its appointed delegate are final. Signatories and applicants have no right of review beyond the Panel.

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## 3.3 Consumer disputes

- 3.3.1 The Code Administrator will investigate all reported breaches of the Code but will not resolve a dispute between the Code Signatory and the consumer.
- 3.3.2 Consumers who wish to make a complaint against a Signatory should first contact the Signatory directly. Signatories are required to have a fair and transparent consumer complaints process that meets or exceeds the requirements of the Complaints Handling standard, AS ISO 10002-2006. Details of this process are outlined in section 2.4: In-house procedures and complaints handling.



- 3.3.3 If the consumer is not satisfied with the complaint resolution by the Signatory, the consumer should then contact the relevant industry consumer protection organisation, for example the state consumer affairs or fair trading body (see Appendix 5.3).
- 3.3.4 Consumers are encouraged to inform the Code Administrator of any behaviour which may be in breach of the Code that is lodged with a consumer protection organisation, even if their complaint is subsequently resolved. They can do so using the dispute form available online or in writing or by telephone.

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## 3.4 Compliance and auditing

- 3.4.1 The Code Administrator has put in place arrangements for monitoring Signatories' compliance with the Code to ensure it delivers the desired outcomes. Signatories must agree to comply with the requirement for regular monitoring and to allow audits on their compliance with the Code.
- 3.4.2 The Code Administrator will carry out the following monitoring and auditing measures and assess ongoing compliance with the code through:
- a. audit compliance checks;
  - b. mystery shopping;
  - c. assessing feedback from consumers obtained through consumer satisfaction surveys;
  - d. investigating cases it is aware of in which signatories may have breached the Code;
  - e. analysis of conciliation and arbitration cases;
  - f. analysis of consumer complaints;
  - g. using information obtained from media reports;
  - h. using information received from other Code signatories; and
  - i. using information obtained from any additional sources.

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## 3.5 Breaches of the Code

- 3.5.1 The Code Administrator will investigate potential breaches of the Code. Breaches can be raised via:
- a. self-reporting from Code signatories;
  - b. consumers using the dispute forms available on CEC websites;
  - c. any other person or body using the dispute form on the CEC solar accreditation website; or
  - d. evidence of breaches taken from any source including those outlined in section 3.4.

3.5.2 Alleged breaches of the Code will be investigated by the Code Administrator, which will follow the Complaints Procedure. The key steps of this procedure are:

- a. Where the only source of information on a potential breach is raised by a third party (section 3.5.1(a), (b) or (c) above), evidence of the breach will be requested from the third party.
- b. The Code Administrator will contact the Signatory in writing, providing details of the alleged breach as soon as practicable.

The Signatory will be given 21 days to respond to the Code Administrator setting out its comments and evidence on the alleged breach.

Once a Signatory is aware a breach may have occurred, if the matter is not disputed, they must explain the actions they have taken to address the alleged breach as soon as practicable.

- c. The Code Administrator will investigate and assess the issue as soon as reasonably practicable in order to minimise consumer dissatisfaction and improve industry standards.
- d. Where a breach is found to have been made, depending on the severity of the breach (see section 3.5: Breach Matrix below), the Code Administrator will either:
  - i. allocate a sanction in accordance with section 3.6; or
  - ii. provide documentation relating to the breach along with a recommended course of action to the Code Review Panel for consideration.
- e. In the event that the breach is handled solely by the Code Administrator, a Signatory is entitled to appeal the ruling to the Code Review Panel (see section 3.7).
- f. If a breach is referred to the Code Review Panel (either by the Code Administrator or by appeal), the Panel will determine if a breach has occurred and the subsequent action, if any, that will be taken against the Signatory.
- g. All parties involved in the complaint/breach will be notified of the outcomes of the investigation.
- h. All decisions by the Code Review Panel are binding.

## Breach matrix

3.5.3 The table below indicates the severity of the breaches. In order to proactively target systemic issues in the industry, the breach levels can be altered at the discretion of the Code Review Panel. Any changes will be made in accordance with section 2.4.26. The Code Administrator may exercise discretion to lower a breach severity level if it is deemed appropriate in an investigation.

| Section of the Code   | Breach level |
|---|--------------|
| <b>Pre-sale activities</b>  |              |
| <b>Advertisements and promotions</b><br>Any advertisements, promotions, quotations and statements produced must be legal, truthful, and comply with all relevant legislation.   | Severe       |
| <b>Sales and quoting practices</b><br>Signatories must adhere to ethical sales and quoting practices during all steps of the process  | Severe       |
| Any reference to Small-scale Technology Certificates (STCs) must be consistent with Clean Energy Regulator wording.   | Medium       |
| Consumers must be given information describing this Code that includes: <ol style="list-style-type: none"> <li>the process for provision of consumer feedback and lodging consumer complaints; and</li> <li>a link to the CEC's Guide to Installing Solar PV for Households Solar PV Consumer Guide.</li> </ol> | Major        |
| <b>Point of contract</b><br>A written contract must be provided to the consumer and executed as described in the Code.  | Severe       |
| Any document which forms part of the contract must be provided to the consumer in a non-editable format, eg. hard copy or pdf.  | Severe       |
| Site specific system design must be executed as described in the Code and accepted prior to installation.   | Severe       |
| Site specific system design must be compliant with the requirements of the CEC System Design Guidelines for Accredited Designers.   | Severe       |
| Contract must include all terms and conditions and these must be compliant with the Code.   | Severe       |
| The contract must be expressed in a clear and transparent way, using plain language that is legible.  | Major        |
| Receipts must be issued for all deposits collected.   | Medium       |
| <b>Prior to signing the contract</b><br>Before the contract is signed the Signatory must provide the consumer with the address of the local office or showroom, or a telephone number where any queries can and will be answered.   | Minor        |
| Signatories must ensure that the contract is explained to the consumer before the contract is signed.   | Major        |
| Signatories must clearly explain the process surrounding the payment and trade of STCs.   | Medium       |

|   |        |
|---|--------|
| Consumers must be advised that their electricity contract/tariff may change following installation of solar and that they should check with their electricity retailer as to what new electricity tariff rates may be applied.  | Medium |
| Where relevant in the State of installation, the Signatory must inform the consumer before a contract is signed that approval is required from the distributor to connect a system to the electricity grid, that the relevant paperwork must be completed and submitted prior to installation and that approval should be gained prior to installation. | Medium |
| Where the Signatory prepares and submits the documentation required for approval to connect to the network on behalf of the consumer, they must ensure consumers have approval prior to installation.   | Medium |
| <b>Finance and alternative purchasing agreements</b>  |        |
| Signatories must provide all required information for finance and alternative purchasing agreements   | Severe |
| Signatories must comply with additional requirements if the finance provider is not regulated by NCCP Act.  | Major  |
| <b>Post-sale activities</b>   |        |
| <b>Pre installation</b><br>Cooling-off periods and requirements must be adhered to.   | Major  |
| Refund requirements must be adhered to.   | Major  |
| <b>Post-installation</b><br>Signatories must inform consumers as to how to measure the performance of their system.   | Minor  |
| Signatories must inform consumers as to how to appropriately maintain their system on a regular basis.  | Medium |
| Signatories must prepare and submit all relevant documentation on behalf of the consumer (where permitted to do so) or otherwise clearly explain to the consumer the process for preparing and submitting such documentation to facilitate connection to the electricity grid.  | Major  |
| Signatories must inform provide adequate details to the consumer of the process between system installation and network connection.   | Medium |
| Signatories must endeavour to respond in a timely manner to any additional compliance requests from the distributor or electricity retailer, and if required, in consultation with the consumer.  | Medium |
| Warranty requirements must be adhered to.   | Severe |
| <b>Privacy</b>  |        |
| Signatories must comply with obligations under the <i>Privacy Act</i> 1988 and the Code's privacy provisions.   | Severe |
| <b>Documentation</b>  |        |
| Signatories must ensure that the responsible parties provide the consumer with the relevant documentation in either electronic format or hard copy.   | Major  |
| <b>General business and obligations of signatories</b>  |        |

CODE ADMINISTRATOR AND COMPLIANCE

|  |        |
|--|--------|
| <b>Compliance with the law</b><br>Signatories must comply with all local, state and federal legislation, CEC accreditation guidelines and regulations.   | Severe |
| <b>In-house procedures and complaints handling</b><br>Signatories must be responsive to, and deal appropriately with, consumers at all times.  | Major  |
| Complaint handling requirements will be adhered to. Signatories must have an appropriate internal complaint handling process that is fair, efficient and transparent.  | Severe |
| Signatories must be able to demonstrate compliance with the Code and provide evidence of compliance to the Code Administrator when a suspected breach of the Code is being investigated.   | Medium |
| <b>Information to be provided to the Code Administrator</b><br>Signatories must comply with the requirements for information and data to be provided to the Code Administrator.  | Major  |
| Signatories must nominate a Primary Contact and inform the Code Administrator of changes thereto.  | Medium |
| Signatories must inform the Code Administrator, within 10 business days of any complaints lodged against them with the energy ombudsman or consumer affairs body   | Medium |
| Signatories must comply with all reasonable requests of the Code Review Panel in pursuance of its functions.   | Major  |
| <b>Training and promotion of the code</b>  |        |
| Signatories must ensure employees and representatives, whether employed directly, subcontracted or selling on the company's behalf are aware of the Code and their responsibilities under the Code.  | Major  |
| Signatories must employ and contract CEC-accredited designers/installers for all system designs and installations, or an equivalently trained accredited designer/installer as defined by the federal government in accordance with the Renewable Energy (Electricity) Regulations 2001. | Severe |
| System design and installation must comply with CEC Accreditation Guidelines and manufacturer's requirements   | Severe |
| Signatories must ensure the safety of their installers, subcontractors and employees.  | Severe |
| <b>Obligations of signatories and grounds for action to be taken</b><br>Signatories must adhere to the Compliance Procedure, Code Review Panel Terms of Reference, and Brand Mark Guidelines.  | Severe |
| Signatories must not act in a way that might bring the Code into disrepute.  | Severe |
| Signatories must not make any vexatious or unfounded claims against other Signatories.   | Medium |
| <b>Code administration</b>   |        |
| Failure to pay any fees or charges associated with the Code.   | Major  |
| Failure to comply with agreed action plan from an audit.   | Major  |
| Failure to comply with directives from the Code Administrator relating to Code breaches.   | Major  |

|  |        |
|--|--------|
| <b>Systematic breaches</b><br>This is a breach of the Code that is not a singular event but is, in the Code Administrator’s opinion, a procedural lack of compliance with the Code by the Signatory. | Severe |
|--|--------|

## 3.6 Sanctions

3.6.1 Once a breach of the Code has been confirmed then the sanctions will be undertaken as per the matrix below:

| Breach | Actions / Sanctions   |
|--------|---|
| Severe | Signatory details to the Code Administrator its strategy to rectify the issue and appoints an independent auditor to audit the areas of activity where the breach(es) occurred at the Signatory’s cost. Audit results and actions to prevent the breach occurring again to be sent to the Code Administrator.<br><br>The breach will be listed on the CEC website in accordance with section 3.6.3 below.   |
| Major  | Signatory details to the Code Administrator its strategy to rectify the issue and implements an agreed action plan (at their cost) to prevent the issue re-occurring.<br><br>If more than three major breaches occur within a 12 month timeframe, the Signatory must appoint an independent auditor, at the Signatory’s cost, to audit the areas of activity where the breach(es) occurred. Audit results and actions to prevent the breach occurring again to be sent to the Code Administrator. |
| Medium | Signatory details to the Code Administrator its strategy to rectify the issue, and implements an agreed action plan (at their cost) to prevent the issue re-occurring.  |
| Minor  | The Signatory provides a written undertaking to the Code Administrator that the breach will not be repeated.  |

3.6.2 The relevant regulator and ombudsman will be notified of any breach of ACL.

3.6.3 Where a major breach occurred, the Signatory will be given a reasonable time period to respond to the Code Administrator’s requested actions to remediate the breach, in accordance with the Code Administrator’s Compliance Procedure.

- a. If the breach is not rectified during this time, the breach will be publicly listed on the CEC website and in the Code Annual Report, identifying the name of the Signatory involved.
- b. If the breach is rectified during this time, the breach will be publicly listed on the CEC website and in the Code Annual Report, but will not name the Signatory involved (i.e. de-identified listings of major breaches will be published in order to advise customers of issues prevailing in the sector).

## Termination of Signatories

- 3.6.4 Serious, wilful, systemic or repetitive non-compliance which is detrimental to consumers may be cause to remove the retailer as a Signatory to the Code with immediate effect. The Code Administrator must consult with the Code Review Panel before doing so.
- 3.6.5 Suspension or cancellation of a Signatory can occur if:
- a. the Signatory fails to provide evidence that they have rectified or addressed a breach of the Code within a reasonable timeframe; or
  - b. the Signatory has multiple breaches that signify a systematic failure to adhere to the Code. In this case, they can be suspended until they provide evidence the systemic issue has been rectified.
- 3.6.6 Where a Signatory has been suspended or withdrawn from the Code, the Code Administrator/Code Review Panel has the right to inform the general public and any interested party that the Signatory is no longer a signatory to the Code. The Signatory will also immediately cease to:
- a. describe itself as a signatory to the Code or an Approved Retailer;
  - b. use the Code brand mark; and
  - c. advertise or portray itself as in any way being connected to the Code.
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## 3.7 Appeals

- 3.7.1 If a Signatory believes that the Code Administrator did not exercise reasonable discretion, that they were denied natural justice, or that new evidence has come to light that was not available at the time of original determination, they are entitled to appeal the determination of the Code Administrator to the Code Review Panel.
- 3.7.2 Signatories can lodge an appeal using the appeals form online.
- 3.7.3 Appeals must be lodged within one month of the original Code Administrator determination. They must be submitted in writing, detailing the relevant issue, and reasons why the appeal is being made.
- 3.7.4 The Code Review Panel will consider and provide a ruling on the appeal in writing, along with reasons for the determination, as soon as reasonably practicable.
- 3.7.5 All parties involved will be notified of the outcomes of the investigation.
- 3.7.6 All decisions by the Code Review Panel are binding and there is no further right of appeal.
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## 3.8 Review of the Code and public reporting

- 3.8.1 An annual report on the Code's operation, including reporting on Code compliance, will be produced by the Code Review Panel, to enable a periodic assessment of the Code's effectiveness, ensure the Code standards meet the identified objectives and community expectations, and to identify systemic issues and areas for improvement.

## CODE ADMINISTRATOR AND COMPLIANCE

- 3.8.2 All breaches and sanctions occurring each year will be reported in the Code's annual report. This information will not identify the names of any signatories, with the exception of:
- i. cases where a Signatory has been removed or suspended from the Code; and
  - ii. severe breaches that are not rectified by the Signatory, as outlined in section 3.6.3 above.
- 3.8.3 None of this information required by section 2.4.7 to 2.4.11 will be made publicly available, with the exception of 2.4.11(c) and (d), which may be included de-identified in the Code's annual report.
- 3.8.4 The Code, Code reporting, Code Review Panel and Code Review Panel Terms of Reference will also be independently reviewed every three years following their commencement. The review will be undertaken by a suitably qualified, independent person/body.
- 3.8.5 The independent three-yearly reviews will be conducted in consultation with relevant stakeholders including consumer advocacy groups, government bodies and regulators of consumer law. The independent reviewer will have access to all necessary documentation including procedures and reporting from the Code Review Panel and Code Administrator.
- 3.8.6 Systemic concerns identified during Code reviews will be referred to the relevant regulators, as will any breaches of laws and regulations.
- 3.8.7 The Code annual report and independent reviews will be published online.



# 4. BECOMING A CODE SIGNATORY

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## 4.1 Application process

- 4.1.1 PV retailers wanting to sign on to the Code will need to complete the following steps:
- a. complete the online application form at: [cleanenergycouncil.org.au/industry/retailers/apply](https://cleanenergycouncil.org.au/industry/retailers/apply);
  - b. agree to comply with the requirements of the Code;
  - c. provide examples of standard documentation as requested (for example, contracts and quotes);
  - d. provide declarations relating to company history and key stakeholders;
  - e. submit to an integrity/financial check using an external agency;
  - f. allow documentation to be checked by independent experts (for example, lawyers) as required by the Code Administrator. This will be completed in confidence;
  - g. explain any adverse findings identified by the Code Administrator;
  - h. if required by the Code Administrator, attend an interview with Code Administrator;
  - i. if required by the Code Administrator, provide referees for reference checks/consumer feedback data and
  - j. where the applicant has not been in operation for 12 months, the Code Administrator may request that the applicant provide further details, including supporting documentation, to demonstrate relevant experience in the industry.
- 4.1.2 Based on the information submitted by the applicant, and further information gathered by the Code Administrator in the application process, the Code Administrator will assess whether the application has sufficiently demonstrated that the applicant retailer complies with the Code. Applications unable to meet this requirement may be rejected.
- If the Code Administrator determines that the applicant's response to adverse findings does not sufficiently demonstrate compliance with the Code or assurance that the necessary systems and procedures are in place to ensure ongoing compliance, the Code Administrator may reject the application.
- 4.1.3 Incorrect or incomplete information submitted by an applicant, including the information supplied in the declarations required by section 4.1.1(d) above, may lead to the delay or rejection of an application.
- 4.1.4 Formal feedback on the application assessment will be provided to the applicant.
- 4.1.5 Where an applicant's actions or behaviour is considered to be inconsistent with the Code, the Code Administrator has the right to decline an application.
- 4.1.6 Unsuccessful applicants must wait one month from the date of rejection before a new application can be assessed. Before re-applying applicants must sufficiently demonstrate in writing, that they can comply with the requirements, and have systems and procedures in

#### 4. BECOMING A CODE SIGNATORY

place to ensure ongoing compliance. The written assurance needs to be signed by a director of the company or an authorised representative. A second rejection will result in the applicant waiting two months before a new application can be assessed. If the applicant is rejected a third time, the applicant must wait three months before a new application can be assessed. A third application can be declined if the applicant's behaviour or actions are considered inconsistent with the Code.

4.1.7 Becoming a Signatory to the Code is open to both non-CEC members and CEC members.

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## 4.2 Appeals

- 4.2.1 If an Applicant believes that the Code Administrator did not exercise reasonable discretion, that they were denied natural justice, or that new evidence has come to light that was not available at the time of original decision, they are entitled to appeal the decision of the Code Administrator to the Code Review Panel, or its appointed delegate.
  - 4.2.2 Applicants can lodge an appeal using the appeals form online, with a non-refundable fee to be paid.
  - 4.2.3 Appeals must be lodged within 30 days of the original Code Administrator decision. They must be submitted in writing, detailing the relevant issue, and reasons why the appeal is being made.
  - 4.2.4 The Code Review Panel, or its appointed delegate, will consider and provide a ruling on the appeal in writing, along with reasons for the determination, as soon as reasonably practicable.
  - 4.2.5 All parties involved will be notified of the outcomes of the investigation and applicants will be allowed a maximum of one appeal per application to the Code Review Panel, or its appointed delegate.
  - 4.2.6 All decisions by the Code Review Panel are binding and there is no further right of appeal.
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## 4.3 Code fees

- 4.3.1 All fees are stated exclusive of GST.
- 4.3.2 All fees are subject to GST.
- 4.3.3 All fees are published on the Solar Accreditation website at [cleanenergycouncil.org.au/industry/retailers/fees](http://cleanenergycouncil.org.au/industry/retailers/fees), including in the Application Form available for download in pdf format from that website.
- 4.3.4 The CEC reserves the right to vary the fees from time to time. Notice of fee variations will be given to signatories in accordance with section 2.4.26.
- 4.3.5 A non-refundable Application Fee will be charged for each application. On receipt of an application, the CEC will issue a tax invoice for the Application Fee to the applicant's Primary Contact. On receipt of the Application Fee, the CEC will process the application. The Application Fee is not charged to Signatories undertaking their annual renewal.

#### 4. BECOMING A CODE SIGNATORY

- 4.3.6 Signatories are required to pay an Annual Fee. The Annual Fee is calculated at a price per kilowatt (kW) of solar PV installed by the applicant company in the previous financial year or calendar year, whichever concluded more recently. The Annual Fee charged will have a set minimum and maximum, published in accordance with section 4.2.1 above.
- 4.3.7 Becoming and remaining a Signatory is conditional upon the timely payment of fees, charges and additional agreed costs associated with being a Signatory (for example, agreed payment for advertising).

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### 4.4 Withdrawing from the Code

- 4.4.1 A Signatory can withdraw from the Code at any time provided they advise the Code Administrator of their intention in writing, and give two weeks' notice of their request to be removed as a Signatory.
- 4.4.2 Signatories who choose to withdraw from the Code will not be entitled to a refund of any fees or associated charges already paid at the date of receipt of notice to withdraw.

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### 4.5 Use of Brand Mark

- 4.5.1 Signatories are required to use the Code brand mark in accordance with the relevant guidelines. The Code brand mark remains the intellectual property of the CEC and legal action may be taken in regard to its misuse.

# 5. APPENDIX

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## 5.1 Glossary and definitions

The definitions for terms used in this document are as follows.

**Approved Retailer** – A solar retailer who is a current signatory to this Code of Conduct.

**Australian Consumer Law** – Schedule 2 to the Competition and Consumer Act 2010 (Commonwealth).

**Agreement** – See ‘Contract’

**Best Industry Practice** –

- a. Developing and conducting a business in a manner in line with leading practice in the industry, in order to maintain quality that goes beyond mandatory legislated standards.
- b. A benchmark for the industry that shows results superior to those achieved purely through adherence to legislation.
- c. Can evolve over time as improvements are discovered.

**Breach** – Any failure to comply with the Code of Conduct including the Code General Rules and Standards, and other documentation referred to in the Code.

**Business day** – A day that is not a Saturday, Sunday or public holiday in the relevant location in Australia.

**CEC** – the Clean Energy Council.

**Code** – This Solar Retailer Code of Conduct, as published by the Clean Energy Council. Code Administrator – Clean Energy Council. Has the meaning outlined in section 3.1. Code Review Panel – Has the meaning outlined in section 3.2.

**Complaint** – Any expression of dissatisfaction with a product or service offered or provided, or with a complaints process.

**Consumer** – A person, business or not for profit organisation that seeks to buy or lease goods or services from a business or other provider, is party to a contract, or is eligible under the criteria set by a retailer to enter into a contract to acquire a product. Includes the following categories of consumer:

- a. Residential Consumer – A person who purchases solar PV principally for personal, household or domestic use at premises.
- b. Small Business Consumer – A business or not for profit organisation which at the time it enters into the contract, may not have a genuine and reasonable opportunity to negotiate the terms of the contract. A small business is defined in accordance with the Fair Work Act 2009 as one with fewer than 15 employees, not including casual employees. Associated entities are taken to be one entity when calculating the number of employees.
- c. Medium and Large Scale Business Consumer – Any that does not fit into a) or b) above.

**Contract** – An agreement made between two or more parties (for example, a retailer and a consumer) to supply goods or services relating to a solar PV product, that is intended to be legally enforceable. Contracts can be made in writing or orally. A contract may be a written quote that has been accepted by the Consumer orally or by text or email notification.

**Designer** – A designer of solar PV systems.

**Dispute** – A complaint by a consumer in relation to a Code signatory, that has not been immediately resolved when brought to the attention of that signatory.

**Distribution** – The activity of delivering electricity from the generator via wires to the end user (retail customers including homes, businesses, etc.).

**Distributor** – A distribution network service provider, which is an owner, controller or operator of an electricity distribution system.

**Electricity Retailer** – An entity that delivers and sells electricity directly to the end-use customer.

**Force Majeure Event** – an extraordinary event outside the reasonable control of a retailer or a consumer.

**Inform** – To advise in writing or verbally. **Installer** – An installer of solar PV systems. **Manufacturer** – Includes a person who:

- a. grows, extracts, produces, processes or assembles goods
- b. portrays themselves to the public as the manufacturer of goods
- c. causes or permits their name, business name or trademark to be applied to goods they supply
- d. permits themselves to be held out as the manufacturer by another person, or
- e. imports goods into Australia where the manufacturer of the goods does not have a place of business in Australia.

**Product** – The solar PV system including panels, inverters and components.

**Signatory** – A signatory to the Solar Retailer Code of Conduct, also referred to as an Approved Retailer.

**Signed** – Has the meaning of something signed in person or equivalent point of acceptance in accordance with the Electronic Transaction Act and other relevant legislation.

**Solar PV** – Solar photovoltaic.

**System** – The solar PV system. Refers to the entire arrangement, including PV modules and all other equipment required to make it work including inverters and components.

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## 5.2 Additional information

Further information relating to this Code including documentation referred to in the Code, guides for signatories to assist in complying with the Code, Code templates, and information for consumers, can be found online.

### Designer/Installer Accreditation

- Design Guidelines: [cleanenergycouncil.org.au/industry/installers/compliance-toolkit/accreditation-guidelines](https://cleanenergycouncil.org.au/industry/installers/compliance-toolkit/accreditation-guidelines)
- Install Guidelines: [cleanenergycouncil.org.au/industry/installers/compliance-toolkit/accreditation-guidelines](https://cleanenergycouncil.org.au/industry/installers/compliance-toolkit/accreditation-guidelines)
- Accreditation Code of Conduct: [cleanenergycouncil.org.au/industry/installers/compliance-toolkit/accreditation-code-of-conduct](https://cleanenergycouncil.org.au/industry/installers/compliance-toolkit/accreditation-code-of-conduct)
- Accreditation Terms and Conditions: [cleanenergycouncil.org.au/industry/installers/compliance-toolkit/accreditation-terms-and-conditions](https://cleanenergycouncil.org.au/industry/installers/compliance-toolkit/accreditation-terms-and-conditions)
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### The Code

- Code Review Panel terms of reference: [cleanenergycouncil.org.au/industry/retailers/code-review-panel/code-review-panel-terms-of-reference](https://cleanenergycouncil.org.au/industry/retailers/code-review-panel/code-review-panel-terms-of-reference)
- Brandmark guidelines: [cleanenergycouncil.org.au/industry/retailers](https://cleanenergycouncil.org.au/industry/retailers)
- Code flyer (consumer guide to the Code): [cleanenergycouncil.org.au/industry/retailers](https://cleanenergycouncil.org.au/industry/retailers)

## Consumer Information

- CEC Consumer guide to buying household solar panels: [cleanenergycouncil.org.au/documents/consumers/solar-guide-for-consumers.pdf](https://cleanenergycouncil.org.au/documents/consumers/solar-guide-for-consumers.pdf)
- CEC guides to connecting to the grid: [cleanenergycouncil.org.au/documents/consumers/solar-guide-for-consumers.pdf](https://cleanenergycouncil.org.au/documents/consumers/solar-guide-for-consumers.pdf)

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## 5.3 Consumer protection organisations/other contacts

### Consumer affairs

#### **Australian Competition and Consumer Commission**

GPO Box 3131  
Canberra ACT 2601  
T. 1300 302 502  
[acc.gov.au](http://acc.gov.au)

#### **Australian Capital Territory Office of Regulatory Services**

GPO Box 158  
Canberra ACT 2601  
T. (02) 6207 0400  
[ors.act.gov.au](http://ors.act.gov.au)

#### **New South Wales NSW Fair Trading**

PO Box 972  
Parramatta NSW 2124  
T. 13 32 20  
[fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)

#### **Northern Territory Consumer Affairs**

GPO Box 1722  
Darwin NT 0801  
T. 1800 019 319  
[consumeraffairs.nt.gov.au](http://consumeraffairs.nt.gov.au)

#### **Queensland**

##### **Office of Fair Trading**

GPO Box 3111  
Brisbane QLD 4001  
T. 13 13 04  
[fairtrading.qld.gov.au](http://fairtrading.qld.gov.au)

#### **South Australia Office of Consumer & Business Services**

GPO Box 1719  
Adelaide SA 5001  
T. (08) 8204 9777  
[ocba.sa.gov.au](http://ocba.sa.gov.au)

#### **Tasmania**

##### **Office of Consumer Affairs & Fair Trading**

GPO Box 1244  
Hobart TAS 7001  
T. 1300 654 499  
[consumer.tas.gov.au](http://consumer.tas.gov.au)

#### **Victoria**

##### **Consumer Affairs Victoria**

GPO Box 123  
Melbourne 3001  
T. 1300 55 81 81  
[consumer.vic.gov.au](http://consumer.vic.gov.au)

#### **Western Australia**

Department of Commerce: Consumer Protection  
Locked Bag 14  
Cloisters Square WA 6850 T. 1300 30 40 54  
[commerce.wa.gov.au](http://commerce.wa.gov.au)

#### **Australian Securities and Investments Commission**

PO Box 9827  
(in your capital city) T. 1300 300 630  
[asic.gov.au](http://asic.gov.au)

## Other bodies

- Clean Energy Regulator [ret.cleanenergyregulator.gov.au](http://ret.cleanenergyregulator.gov.au)
- Australian Competition and Consumer Commission [accc.gov.au](http://accc.gov.au)

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## 5.4 Relevant acts and legislation

The Code and Code General Rules and Standards should be read in conjunction with relevant legislation including:

- *Australian Consumer Law* (Schedule 2 of the *Competition and Consumer Act 2010*, formerly known as *Trade Practices Act 1974*) (Cth).
- State and Territory fair trading legislation, where relevant.
- State and Territory door-to-door sales legislation, where relevant.
- The *Disability Discrimination Act 1992* (Cth).
- The *Racial Discrimination Act 1975* (Cth).
- Any other relevant equal opportunity legislation.
- The *Privacy Act 1988* (Cth)
- The *Spam Act 2003* (Cth).
- The *Do Not Call Register Act 2006* (Cth).
- Renewable Energy Target legislation (*Renewable Energy (Electricity) Act 2000* and *Renewable Energy (Electricity) (Charge) Act 2000*) which is supported by the *Renewable Energy (Electricity) Regulations 2001* (Cth).
- Relevant state domestic building work contracts Acts:
  - *Domestic Building Contracts Act 1995* (Victoria).
  - *Home Building Act 1989* (New South Wales).
  - *Domestic Building Contracts Act 2000* (Queensland).
  - *Building Work Contractors Act 1995* (South Australia).
  - *Home Building Contracts Act 1991* (Western Australia).
  - *Housing Indemnity Act 1992* (Tasmania).
- The *Electronic Transactions Act 1999* (Cth).
- Relevant state and territory electrical licensing legislation (for example, *Electricity (Licensing) Regulations 1991* (Western Australia)).