

# Member Operations Guideline

## Understanding and complying with this Guideline

### 1 Interpretation

- 1.1 This Operations Guideline sets out the procedures, principles and processes for the operation of the SAL Scheme.
- 1.2 Capitalised words appearing in this Operations Guideline have the meaning given to them in the Dictionary section.
- 1.3 A summary flowchart of key steps is included at Annexure B.

### 2 Operational Personnel and Compliance with Standards

- 2.1 Each Member must ensure that they have an appropriate governance framework in place and operational personnel to comply with this Operations Guideline.
- 2.2 Each Member must ensure that its Sales Agents comply with the Standards.

## Recruitment, Training and Competence

### 3 Recruitment

- 3.1 Members may only engage Sales Agents that have:
  - (1) satisfied a recent 100-point identification check;
  - (2) provided relevant Details and consented to the use of those Details for the Register;
  - (3) provided proof of address; and
  - (4) passed a criminal history check within the last 12 months.
- 3.2 When arranging a new criminal history check, a record must be kept in the Sales Agent's HR file by the Member of the Sales Agent's consent to the criminal history check, the date the check was requested, the criminal history report, and any subsequent action taken as a result of the report, subject to the Member's Recruitment Policy.
- 3.3 When a Sales Agent has previously been listed on the Register, the Member must obtain the consent of the Sales Agent to review the Sales Agent's Accreditation Status history in the Register and may contact the SAL Member or Energy Assured Member which previously engaged the Sales Agent for reference purposes.
- 3.4 If a Sales Agent ceases to represent the Member, a copy of his or her record must be retained by the Member for a minimum of 12 months.

### 4 Training

- 4.1 All new Sales Agents must undergo:

- (1) Off-job Training; and
  - (2) On-job Training under the supervision of an Experienced Sales Agent whilst on a Provisional Accreditation Status until such time as the Sales Agent has completed a satisfactory assessment by the Member.
- 4.2 An Experienced Sales Agent must be registered within the Register as an Experienced Sales Agent and at the time of conducting the supervision have:
- (1) an Approved Accreditation Status under the Register;
  - (2) not had a breach of the Standards registered against their performance in the last 12 months; and
  - (3) been provided with training to effectively supervise new Sales Agents under the Standards
- These Experienced Sales Agent requirements may be waived by Chief Executive Officer of Sales Assured Limited.
- 4.3 Members must ensure that the outcomes of the Off-job Training and On-job Training are clearly documented and retained in their records.
- 4.4 Off-job Training can be run in conjunction with On-job Training as long as the new Sales Agents do not meet with consumers unsupervised until they have passed an Off-job Assessment.
- 4.5 Whilst it is the responsibility of the Member to ensure that Sales Agents are trained appropriately to standards that meet the requirements of Applicable Laws, there are a number of minimum requirements that must be covered in Off-job Training as set out in this Operational Guideline.
- 4.6 Each new Sales Agent must complete a written assessment that demonstrates that the Sales Agent has successfully attended and understood the Member's Off-job Training (**Off-job Assessment**). The Member must keep the Off-job Assessment in the Sales Agent's file, signed and dated by the Sales Agent and the trainer that conducted the Off-job Training.
- 4.7 During On-job Training, the new Sales Agent must demonstrate the ability to perform to the Standards as determined by the Member, including demonstrating the ability to promote and sell the product. The Sales Agent must be assessed on their performance (**On-job Assessment**) based on the sample document provided by SAL for this purpose from time to time. The Member must keep the On-job Assessment in the Sales Agent's file, signed and dated by the Sales Agent and the individual who conducted the On-job Training.
- 4.8 Prior to obtaining an Approved Accreditation Status, the new Sales Agent must demonstrate that they are competent in, and can consistently meet, all of the Standards by completing a Formal Competency Assessment. The Formal Competency Assessment:
- (1) must be based on and conducted in accordance with the sample document provided by SAL for this purpose from time to time:
  - (2) must be administered by an Assessor who must observe the Sales Agent directly either in the field or at their office premises and consider other key performance evidence, as determined by the Member.
- 4.9 An Assessor must be registered within the Register at the time of conducting the supervision, be independent of the Sales Agent and the Sales Agent's supervisor/team leader and have:

- (1) worked for a Member for not less than three months unless this requirement is waived by the Chief Executive Officer;
- (2) an Approved Accreditation Status under the Register;
- (3) not had a breach of the Standards registered against their performance in the last 12 months; and
- (4) been provided with training to effectively assess new Sales Agents under the Standards,

or have been engaged externally by the Member to perform the role of Assessor and have received appropriate training to perform assessments on Sales Agents under the Standards. These Assessor requirements may be waived by the Chief Executive Officer of Sales Assured Limited

4.10 Members must ensure that they have policies and procedures in place that detail the requirements in conducting a Formal Competency Assessment on a Sales Agent.

4.11 Stages of Sales Agent Accreditation in the first 4 weeks:

Training/Assessment Outcome	Accreditation Status	Sales Agent Privileges
Completion of Off-job Training	Provisional	If passed "Off-job Assessment" can commence On-job Training.
Commencement of On-job Training	Provisional	Must be accompanied by an Experienced Sales Agent when visiting consumers. When deemed competent and passed "On-job Assessment" can visit consumers unsupervised, however with ongoing support.
Formal Competency Assessment (within 4 weeks)	Approved	When deemed competent and reviewed by qualified Assessor under a Formal Competency Assessment, may visit consumers alone with normal supervision.
Assessments demonstrate Sales Agent has not been operating to the Standards	Withdrawn for serious or persistent Sales Complaints or misconduct; or Changed back to Development if was at Approved.	See clause 11 and 12.

## 5 Annual Competency Assessment

- 5.1 In addition to the training and assessment that must be undertaken by a new Sales Agent, Members must ensure that they conduct a Formal Competency Assessment on Sales Agents with an Approved Status each year before the Expiry Date (**Annual Competency Assessment Process**).
- 5.2 The Annual Competency Assessment Process will be reviewed by the Chief Executive Officer to ensure that it is carried out in accordance with the Standards.
- 5.3 The Chief Executive Officer may review the Annual Competency Assessment Process to ensure consistency across all Members.

- 5.4 The Chief Executive Officer retains the right to visit Members in order to verify that appropriate measures are being taken in respect of the Annual Competency Assessment Process.
- 5.5 Details of the Annual Competency Assessment are set out in the sample document that will be provided by SAL for this purpose from time to time.
- 5.6 Members must ensure that they keep a record of Sales Agent assessments, including results of the Formal Competency Assessment, and the date by which the next Formal Competency Assessment must be administered.
- 5.7 Members must:
- (1) appoint and train their Assessors/Experienced Sales Agent in accordance with clauses 3 to 5 and keep records of those appointments and training;
  - (2) ensure that for all assessments conducted on Sales Agents a record of which Assessor/Experienced Sales Agent conducted the assessment is maintained;
  - (3) demonstrate to the Chief Executive Officer that the Member has adequate internal control processes to monitor the quality and consistency of the work of Assessors/Experienced Sales Agents including:
    - (a) sample the assessments of Assessors/Experienced Sales Agents to ensure consistency and quality in assessments conducted;
    - (b) ensure up to date records of internal verification and sampling activity are maintained and that these are readily available for inspection if required;
    - (c) ensure that Assessors/Experienced Sales Agents remain competent to assess and are provided with information and guidance to ensure that they understand their responsibilities under the Standards, are provided guidance on the Sales Complaint Handling Process and are independent of the Sales Agent;
    - (d) ensure that all assessment forms are signed by both the Sales Agent and the Assessor/Experienced Sales Agent performing the assessment; and
    - (e) where a failure in an assessment is identified, have in place procedures to review previous assessments done by the Assessor/Experienced Sales Agent where the failure has been identified, and, if required, conduct reassessments of any suspect historical assessments;
  - (4) where an Assessor/Experienced Sales Agent has breached their responsibilities in ensuring Sales Agents are competently assessed under the Standards, have procedures in place to ensure that corrective action is taken, which may include Deregistration.

## **6 Sub-agent Principals**

- 6.1 Marketers may engage Sub-agent Principals to conduct Sales Activities on their behalf. Marketers must ensure that Sub-agent Principals and their Sales Agents meet the Standards and are included on the Register.

## Register

### 7 Registration of Sales Agents, Assessors and Sub-agent Principals

#### 7.1 Members must:

- (1) obtain the following from each Sales Agent, Assessor and Sub-agent Principal (as applicable) (**Registree**) in writing (**Details**):
  - (a) full name;
  - (b) date of birth;
  - (c) 100 points of ID including one form which has a photograph and must include at least a passport number or Australian driver's licence number or proof of ID number;
  - (d) Australian residential address;
  - (e) photograph; and
  - (f) any additional information required by the Chief Executive Officer from time to time.
- (2) ensure that the Registree understands that the Details will be used on the Register, how those Details will be used, and who will have access to those Details;
- (3) obtain the written agreement of the Registree to use their Details on the Register through the completion of the Application for Provisional Registration Form (**Application Form**) prior to adding details to the Register or searching for Sales Agent details on the Register;
- (4) retain copies of the Details and the Application Forms signed by each Registree; and
- (5) Before the Sales Agent undertakes Sales Activities, the Member must create or update an existing record for each Sales Agent engaged by it by populating the Register with the Details about each Sales Agent along with the following information (**Sales Agent Profile**):
  - (a) Sales Agent ID number given by the Member;
  - (b) Company engaging the Sales Agent;
  - (c) Marketer (if different from the Member);
  - (d) start date;
  - (e) Accreditation Status;
  - (f) award date / extension award date;
  - (g) expiry date / extension expiry date;
  - (h) confirmation of criminal history check (completed or pending) and 100 point identity check;
  - (i) if the Sales Agent is an Experienced Sales Agent, Sub-agent Principal or Assessor, that fact; and

- (j) any additional information required by the Chief Executive Officer from time to time.
- (6) Upon the creation of each new Sales Agent Profile, the Sales Agent will be allocated a unique Sales Agent Identity Number (**SIDN**). The SIDN will be the primary means by which the Member will store, access and amend records on the Register. The SIDN can be different to a Sales Agent's ID number issued by the Member.
- (7) Once a SIDN is issued, the Member can affix the SAL logo to the Member's identification badge.
- (8) If Members engage any Sub-agent Principals who are not also Sales Agents, they must register them on the Register.

## **8 Register Maintenance**

- 8.1 Members must ensure that the data contained in the Register is accurate and up-to-date within the timeframes prescribed in this Operations Guideline.
- 8.2 All Members must routinely check the Register for all Sales Agent recruits during both the recruitment process and when creating or updating a Sales Agent Profile.
- 8.3 Members must keep a record of Sales Agents' details that will reconcile with information contained in the Register.
- 8.4 Each Member must carry out a monthly reconciliation between the Sales Agents detailed on the Register for that Member and the Member's own internal database of Sales Agents (**Reconciliation**). The Reconciliation should be prepared in accordance with any guidance notes issued by the Chief Executive Officer and should be submitted to the Chief Executive Officer on request.

## **9 Access to Register**

- 9.1 A Member will only be permitted to access Sales Agent Profiles of Sales Agents who are directly or indirectly engaged by that Member. A Member will not have access to Sales Agent Profiles of Sales Agents engaged by other Members unless the Sales Agent has been given an Accreditation Status of Leaver or Deregistered.
- 9.2 The Chief Executive Officer may inform any Member of the deregistration of any Sales Agent.
- 9.3 Subject to 9.4, any Member may view the following details of any Sales Agent registered on the Register:
  - (1) full name;
  - (2) Sales Agent photograph;
  - (3) SIDN; and
  - (4) history of Accreditation Status.
- 9.4 In order to view the information about a Sales Agent, a Member must have received a signed copy of the Application Form from that Sales Agent and have obtained the Sales Agent's date of birth and one of the following:
  - (1) SIDN; or
  - (2) passport number; or

- (3) Australian driver's licence number (Class C or Class R); or
  - (4) proof of ID number
- 9.5 Each Member may authorise persons who (depending on their level of access) may be authorised to access, search and amend the Register, create Agent entries and run reports on its behalf (**Authorised Users**).
- 9.6 The Chief Executive Officer or delegate may access any Sales Agent Profile recorded on the Register.
- 9.7 SAL and Members must ensure that they have procedures in place to protect the confidentiality of the information contained on the Register and comply with the requirements of the *Privacy Act 1998* (Cth).

## Complaints

### 10 Complaints Management Process

- 10.1 Members must develop and implement an internal complaints management process (**Complaints Management Process**) which provides for each complaint received about the conduct of Sales Agents to be recorded and classified in accordance with clause 11 below and actioned accordingly.

### 11 Classification of breaches

- 11.1 If a Sales Agent breaches the Standards, the breach must be categorised as a Level 1, Level 2 or Level 3 Breach depending on the severity of the breach.
- 11.2 In determining the appropriate Level that is to be attributed to a breach by a Sales Agent, Members must take into account the following matters:
- (1) the seriousness of the breach;
  - (2) whether the breach has been repeated by the Sales Agent;
  - (3) whether the breach is part of a persistent course of different breaches recorded against the Sales Agent; and
  - (4) any mitigating or aggravating circumstances that warrant considering a different Level of breach.
- 11.3 For the purposes of clause 11.1:
- (1) A breach of a Standard will be a **Level 1 Breach** where the breach is minor. A minor breach would occur where there is a technical compliance failure or behaviour of a Sales Agent generally arising from poor procedures, where either a warning or some simple coaching or re-training is the most appropriate remedy. Examples of conduct which would constitute a Level 1 Breach include (but are not limited to):
    - (a) Sales Agent did not have their ID badge visible when contacting a consumer;
    - (b) Sales Agent failed to provide a consumer with complete details of the SAL Scheme;
    - (c) Sales Agent was flippant or rude to the consumer; or

- (d) Sales Agent failed to complete walk-sheet data
- (2) A breach of a Standard will be a **Level 2 Breach** where it is a serious or persistent breach. A serious breach will occur where the arising breach is more than a technical or superficial breach of the Standards and that breach involved was central to the role of a Sales Agent or disclosures by a Sales Agent. Examples of conduct which would constitute a Level 2 Breach include (but are not limited to):
- (a) two Level 1 Breaches in the course of three consecutive months;
  - (b) advising a consumer, by genuine mistake, that they will not incur early termination fees from their existing supplier, or that these would be waived by their existing supplier if they switch; or
  - (c) promising the consumer, by genuine mistake, a discount or price that does not apply to that particular consumer..
- (3) A breach of a Standard will be a **Level 3 Breach** where it amounts to wilful or gross misconduct. Wilful or gross breaches are breaches of the Standards that warrant dismissal and cannot be remedied through re-training. Examples of conduct which would constitute a Level 3 Breach include (but are not limited to):
- (a) two Level 2 Breaches in the course of six consecutive months;
  - (b) forgery or fraud;
  - (c) taking advantage of an individual, whom a reasonable person could tell was not capable of making an informed decision, for example an elderly person;
  - (d) intentionally engaging in misleading or deceptive conduct;
  - (e) advising a consumer that the Sales Agent had signed other people up in the street and named the consumers;
  - (f) entering a consumer's premises without permission;
  - (g) failing to disclose the true purpose of the visit;
  - (h) failing to leave the premises when requested; or
  - (i) ignoring a Do Not Knock notice.

## 12 Accreditation Procedures

12.1 In this clause, a reference to a Member is a reference to the Member that has engaged the Sales Agent.

12.2 The Sales Agent's Accreditation Status and corresponding privileges may be one of the following:

Accreditation Status	Description	Duration of Status	Privileges
Provisional	Applies to new Sales Agents pending completion of training and passing the Competency Assessment Process.	Up to four weeks. The provisional status can be extended a further two weeks if required.	Can undertake Sales Activities under supervision by an Experienced Sales Agent after Off-job Training and



Accreditation Status	Description	Duration of Status	Privileges
			Off-job Assessment have been successfully completed. Can display SAL logo.
Approved	Sales Agent has passed a Formal Competency Assessment by an Assessor. Sales Agent has passed an Annual Competency Assessment by an Assessor.	1 year.	Can undertake Sales Activities. Can display SAL logo.
Development	Sales Agent has not passed a Formal Competency Assessment or has committed a Level 2 Breach of the Standards and is undergoing further training.	Up to 15 Business Days.	Can undertake Sales Activities under supervision by an Experienced Sales Agent. Can display SAL logo.
Suspended	Sales Agent suspended from undertaking Sales Activities pending outcome of investigation and determination of a Deregistration Application as a result of an alleged Level 3 Breach of the Standards.	Up to 15 Business Days or until the Deregistration Application is finally determined. The Suspension can be extended for a further 15 days where additional consideration is necessary.	May still be engaged by a Member to undertake Sales Activities but cannot display SAL logo.
Deregistered	Agent has been deregistered.	5 Years.	May still be engaged by a Member to undertake Sales Activities but cannot display SAL logo.
Inactive	Sales Agent on authorised leave.	Up to 3 Months.	Cannot display SAL logo.
Active	Sales Agent returned from leave but not yet re-taken and passed Formal Competency Assessment.	Generally up to 10 Business Days.	Can undertake Sales Activities under supervision by an Experienced Sales Agent. Can display SAL logo.
Leaver	Sales Agent is no longer engaged by Member or is "Inactive" for more than 3 months.	Indefinite.	Cannot display SAL logo.

### 12.3 Provisional Accreditation Status

- (1) A Member may enter a Provisional Accreditation Status for a Sales Agent in the Register:
  - (a) if a Sales Agent has never been registered on the Register or was deregistered from the Register more than five years ago or the Member

chooses to engage a Deregistered Sales Agent, after the process specified in clause 7 has been followed; or

- (b) if a Sales Agent is already registered on the Register but had a Leaver Accreditation Status,

the Member must log into the Register, search for the Sales Agent, assign that Sales Agent to the Member and update all information contained in the Register with the Sales Agent's Details in accordance with clause 7.

- (2) The first day that the Sales Agent engages in Sales Activities in the field will be listed as the start date in the Register for that Sales Agent (**Start Date**).

#### 12.4 Approved Accreditation Status

- (1) A Sales Agent's Provisional Accreditation Status will automatically change to Approved four weeks after the Start Date (**Award Date**) unless the Sales Agent has been marked as a Leaver after the Award Date and before four weeks have expired. The Member must ensure that the Sales Agent has passed the Formal Competency Assessment prior to the Award Date.
- (2) If a Sales Agent does not pass the Formal Competency Assessment by the Award Date, but is considered to have the potential to do so, the Provisional Accreditation Status period can be extended for a further two weeks and a new Award Date must be noted in the Register (**Extension Award Date**). The Authorised User, must agree to the Provisional Accreditation Status being extended to the Extension Award Date. The Extension Award Date must be noted on the Register, and be kept on record for inspection if required.
- (3) A Sales Agent's Approved Accreditation Status is valid for twelve months from the Award Date or the Extension Award Date (**Expiry Date**).
- (4) One month before the Expiry Date, a notice will be sent to the Member through the Registry stating the date on which the Sales Agent's Accreditation Status will expire.
- (5) Before the Expiry Date, the Sales Agent must pass a Formal Competency Assessment.
- (6) Should an Agent not pass the Formal Competency Assessment before the Expiry Date, the Member must seek an extension of up to a period not exceeding 4 weeks past the Expiry Date (**Extension Expiry Date**) and reflect a change in status in the Register. The Chief Executive Officer must agree to the extension of the Expiry Date to the Extension Expiry Date. The Extension Expiry Date must be noted on the Register, and be kept on record for inspection if required.
- (7) The Member must advise the Chief Executive Officer if the Sales Agent does not pass the Formal Competency Assessment before the end of the Extension Expiry Period.
- (8) If the Sales Agent passes the Formal Competency Assessment (which will be assumed unless notice is received by the Chief Executive Officer under paragraph (7) above), on the Expiry Date, or the Extension Expiry Date, the Register will automatically renew the Sales Agent's Approved Accreditation Status for a further 12 months (resetting the Expiry Date for a further 12 months).

#### 12.5 Development Accreditation Status

- (1) A Member must enter a Development Accreditation Status for a Sales Agent in the Register:

- (a) if a Sales Agent with an Approved Accreditation Status is found not to have been meeting the Standards and a period of re-training or development is assessed as being necessary; and
  - (b) within five Business Days of determining that the Sales Agent does not meet the Standards.
- (2) The relevant training and development must be undertaken and a Formal Competency Assessment must be performed within ten Business Days of the Development Accreditation Status being entered for the Sales Agent. After that time, the Sales Agent must be given an Approved or Suspended Accreditation Status as the case may be.

#### 12.6 Suspended Accreditation Status

- (1) Where a Member is of the reasonable belief that a Sales Agent has breached the Standards in a way that may warrant Deregistration, the Member must enter a Suspended Accreditation Status for the Sales Agent in the Register and that status will remain on the Register for the Sales Agent until the investigation of the Sales Agent's conduct is completed (**Suspension Period**).
- (2) The Member must inform the Sales Agent in writing that the Sales Agent's Accreditation Status will be suspended pending the outcome of a thorough investigation (**Suspension Notice**). The Suspension Notice must contain:
  - (a) Details of the alleged incident;
  - (b) details of the Sales Agent's right to appeal should suspension lead to a Deregistration Application; and
  - (c) a direction that within one Business Day, the Sales Agent must cease to use the SAL logo when conducting Sales Activities and return any identification that displays the SAL logo.
- (3) During the Suspension period, a Member may continue to engage the Sales Agent to perform Sales Activities on its behalf if it wishes to do so. However, no materials containing the SAL logo or other SAL branding may be used in connection with such Sales Activities.
- (4) Wherever possible, and subject to a Member's documented disciplinary procedures, the Suspension Period should not be greater than 15 Business Days or until the Deregistration Application is finally determined. An extension of 15 days can be entered in the Register by the Member if additional time is required to conclude the investigation into their conduct.
- (5) If, at the end of the Suspension Period, the Member finds no issue regarding the Sales Agent's competence, the Member must return the Sales Agent's Accreditation Status to the Accreditation Status which was registered immediately prior to their suspension. If the Sales Agent's Accreditation Status has been changed to Leaver during the Suspension Period, the Member must advise SAL that this reversion in status is required.
- (6) If, at the end of the Suspension Period, the Member finds that the Sales Agent failed to meet the Standards in a way that warrants Deregistration, the Member must make an application to the Chief Executive Officer to deregister the Sales Agent from the Register.

#### 12.7 Deregistration Accreditation Status

- (1) A Member who finds that a Sales Agent has committed a Level 3 Breach, or can otherwise no longer meet the Standards in a manner that cannot be remedied by re-

training and development must make an application to the Chief Executive Officer to have the Sales Agent removed from the Register in a manner that substantially conforms with the form prescribed by SAL from time to time (**Deregistration Application**).

- (2) Deregistration from the Register will usually occur after a Suspension Period. However, if a serious breach of the Standards has occurred there is no requirement that there first be a Suspension Period.
- (3) Where a Member lodges a Deregistration Application, the Member must send the Sales Agent a notice in writing (by recorded delivery) that the Member has made a Deregistration Application (**Deregistration Notice**). The Deregistration Notice must contain:
  - (a) Details of the alleged incident;
  - (b) details of the Sales Agent's right to appeal; and
  - (c) a direction that within 1 Business Day, the Sales Agent cease to use any SAL logo when conducting Sales Activities and return any identification that displays the SAL logo.
- (4) A Member may continue to engage a Deregistered Sales Agent to perform Sales Activities on its behalf if it wishes to do so. However, no materials containing the SAL logo or other SAL branding may be used in connection with such Sales Activities. The Member will need to contact SAL to arrange for the Sales Agent to be assigned to the Member.
- (5) The process for the Deregistration of a Sales Agent and any subsequent appeal are governed by clauses 13 and 14.

#### 12.8 Inactive/Active Accreditation Status

- (1) A Member must enter an Inactive Accreditation Status for a Sales Agent in the Register where the Sales Agent has an Approved Accreditation Status but has temporarily ceased Sales Activities on behalf of a Member (but has not left the Member). The Member must update the Register to reflect the change in the Sales Agent's Accreditation Status within 5 Business Days of the Sales Agent being deemed "Inactive".
- (2) During any period that the Sales Agent has an Inactive Accreditation Status, the Member must not allow the Sales Agent's SIDN to be used, and must maintain any of the Sales Agent's collateral displaying the SAL logo at its premises.
- (3) A Member may enter an Active Accreditation Status for a Sales Agent where the Sales Agent has an Inactive Accreditation Status and wishes to re-commence Sales Activities on behalf of the Member. The Member must update the Register to reflect the change in the Sales Agent's Accreditation Status within 5 Business Days of the Sales Agent returning from leave. During the Active Accreditation Status period the Sales Agent must undertake Sales Activities under supervision of an Experienced Sales Agent until deemed competent to resume Sales Activities under an "Approved Status" after completing an On-job Assessment.
- (4) If a Sales Agent's Accreditation is Inactive for more than 3 months, the Sales Agent's Accreditation Status will be automatically changed to "Leaver".

#### 12.9 Leaver Accreditation Status

A Member must enter a Leaver Accreditation Status for a Sales Agent in the Register where the Sales Agent leaves the employment or engagement of the Member. The Member must

update the Register to reflect the change in the Sales Agent's Accreditation Status within 5 Business Days of the Sales Agent no longer being engaged by the Member.

### **13 Deregistration of Sales Agents by the Chief Executive Officer**

- 13.1 The Chief Executive Officer will review any Deregistration Application, received under clause 12.7(1), including evidence provided.
- 13.2 The Chief Executive Officer must then determine on the evidence before him or her:
- (1) if there is sufficient evidence to establish that the Sales Agent breached the Standards;
  - (2) if there is insufficient evidence to ascertain the extent of the breach, to seek additional information from the Member, Sales Agent or any other source;
  - (3) if satisfied that there has been a breach of the Standards, whether the breach of the Standards or cumulative breaches of the Standards warrant the deregistration of the Sales Agent and if so, to deregister the Sales Agent; or
  - (4) if not satisfied that the Sales Agent has breached the Standards or that deregistration is not warranted, to dismiss the Deregistration Application.
- 13.3 Where the evidence supplied in a Deregistration Application does not include a statement by the Sales Agent, the Chief Executive Officer will contact the Sales Agent and invite the Sales Agent to make a statement. If a statement is received within five Business Days, it will be considered with other evidence provided in the Deregistration Application.
- 13.4 In making a determination under clause 13.2, the Chief Executive Officer must have regard to previous decisions made about the deregistration of Sales Agents so as to promote consistent treatment of Sales Agents, including decisions made by the Energy Assured Code Manager in respect of deregistration decisions under the Energy Assured Code of Practice.
- 13.5 The determination must be made by the Chief Executive Officer within 10 Business Days of the receipt of the Deregistration Application.
- 13.6 The Chief Executive Officer will record in writing his or her reasons for the determination, and provide a copy of these reasons, (**Deregistration Notice**). The Deregistration Notice must be provided to both the Member and the Sales Agent, at the addresses provided for in the Deregistration Application.
- 13.7 If a Sales Agent is deregistered, the deregistration status on the Register will last for a period of five years from the issue of the Deregistration Notice. A Member may choose to engage a deregistered Sales Agent, however the Member will need to contact SAL to arrange for the Sales Agent to be assigned to the Member.
- 13.8 If a Sales Agent is not deregistered then the Accreditation Status of the Sales Agent will be returned to the last Accreditation Status that they were issued before their suspension.
- 13.9 Either the Sales Agent or the Member may appeal the determination under clause 13.2 to one member of the Appeals Panel in accordance with clause 14.

### **14 Sales Agent Appeal Process**

- 14.1 Appeals about a determination of the Chief Executive Officer under clause 13 can be made by either the Sales Agent or Member (**Appellant**) by delivering to the Chief Executive Officer a Notice of Appeal (within 10 Business Days of the Date of Service of the Deregistration Notice)

that substantially conforms with any form prescribed by the Chief Executive Officer from time to time.

- 14.2 The Notice of Appeal shall not be deemed to have been delivered unless and until the prescribed sum for the appeal has been paid, which shall be consistent with the sum ordinarily applied by the Chief Executive Officer for Sales Agent registration appeals.
- 14.3 The Chief Executive Officer must refer the appeal to a single Panel Member for determination within 5 Business Days of receiving the Notice of Appeal, and the Panel Member must determine the appeal within 10 Business Days of his or her receipt of the Notice of Appeal from the Chief Executive Officer.
- 14.4 The Chief Executive Officer and Panel Member may, at their absolute discretion, grant an extension of time to the Member and the Sales Agent to provide further information.
- 14.5 The appeal shall be on one or more of the following grounds, but no other:
- (1) the Chief Executive Officer's discretion exercised pursuant to clause 13.2 was not exercised reasonably;
  - (2) the Appellant was denied natural justice; or
  - (3) new and material evidence has come into the possession of the Appellant at a time such that it was not possible for the new and material evidence to be provided to the Chief Executive Officer for his or her consideration prior to the Chief Executive Officer's determination.
- 14.6 Appeals are conducted and determined on the parties' written submissions, and information and documents provided by the parties, the Chief Executive Officer or from any other source.
- 14.7 The Panel Member shall:
- (1) follow any policy formulated by Energy Assured or SAL for the purposes of conducting appeals;
  - (2) consider the allegation(s) *de novo* insofar as it is relevant to the ground of appeal;
  - (3) **uphold** the determination of the Chief Executive Officer or substitute his or her determination for that of the Chief Executive Officer;
  - (4) advise the Chief Executive Officer of the determination within 10 Business Days of determining the appeal and any required action including but not limited to the removal of the 'Deregistered' Accreditation Status of the Sales Agent on the Register should the deregistration be revoked; and
  - (5) record in writing his or her reasons for the determination.
- 14.8 For the sake of clarity:
- (1) the Panel Member's determination with respect to the grounds raised in the appeal is final and there is no further appeal; and
  - (2) the determination of the Chief Executive Officer to Deregister a Sales Agent remains in force until the Panel Member determines otherwise on appeal.

## 15 Dictionary

### 15.1 Definitions

In this Operations Guideline:

- (1) **Accreditation Status** means one of the levels of accreditation that may be attained by a Sales Agent as set out in clause **Error! Reference source not found.**;
- (2) **Appeals Panel** means the panel of individuals appointed by the Chief Executive Officer who are independent of SAL, the Chief Executive Officer and the Members;
- (3) **Appeals Panel Member** means a member of the Appeals Panel;
- (4) **Applicable Law** means all rules, regulations, codes, statutes, guidelines, licences, legislation, orders in council, tariffs, proclamations, directions or standards that relate to the marketing, sale and supply of products or services in a face to face environment;
- (5) **Application Form** has the meaning given to it in clause 7.1(3);
- (6) **Annual Competency Assessment** means the assessment process set out in clause 5 and as detailed in the sample document provided by SAL for this purpose from time to time;
- (7) **Assessor** means a person appointed by a Member in accordance with clause 4;
- (8) **Authorised User** means a person authorised by a Member to access the Register on the Member's behalf;
- (9) **Award Date** has the meaning given to it in clause 12.4(1);
- (10) **Business Day** means a day that is not a Saturday, Sunday or public holiday in the jurisdiction in which the Sales Agent conducts Sales Activities;
- (11) **Chief Executive Officer** means the individual appointed by SAL to carry out the day to day administration and management of SAL Limited;
- (12) **Complaints Management Process** has the meaning given to it in clause 10.1;
- (13) **Comparator** means a Marketer that engages in Sales Activities for more than one entity at a customer's premises;
- (14) **Competency Assessment Process** means controls, processes and systems that enable the assessment of the competency of Sales Agents to comply with the Standards;
- (15) **Deregistration Application** means an application made to the Chief Executive Officer requesting that a Sales Agent be deregistered from the Register;
- (16) **Details** has the meaning given to it in clause 7.1(1);
- (17) **Energy Assured** means Energy Assured Limited ABN 63 146 921 904;
- (18) **Energy Assured Code Manager** means the individual appointed by Energy Assured to carry out the day to day administration and management of the Energy Assured Code of Practice;

- (19) **Experienced Sales Agent** means a person appointed by a Member in accordance with clause 4;
- (20) **Expiry Date** means the date twelve months after the Award Date, or the Extension Award Date, as applicable;
- (21) **Extension Award Date** has the meaning given to it in clause 12.4(2);
- (22) **Extension Expiry Date** has the meaning given to it in clause 12.4(6);
- (23) **Formal Competency Assessment** means an assessment of the competency of the Sales Agent to comply with the Standards that complies with the requirements of clause **Error! Reference source not found.** and which must be undertaken by a Sales Agent before they can achieve or maintain an Accreditation Status that enables them to conduct Sales Activities unsupervised;
- (24) **Level 1 Breach** means a breach of the Standards as set out in Annexure A;
- (25) **Level 2 Breach** means a breach of the Standards as set out in Annexure A;
- (26) **Level 3 Breach** means a breach of the Standards as set out in Annexure A;
- (27) **Marketer** means a company that engages Sales Agents to undertake Sales Activities on behalf of a Member. A Marketer may also be a Member;
- (28) **Member** means an entity that has signed the membership application form and in doing so, agreed to adhere to this Operations Guideline and the SAL Constitution. A Member means a company that engages Sales Agents, either directly or indirectly through Marketers and/or Sub-agent Principals, to undertake Sales Activities;
- (29) **Membership Application Form** means the form to be completed and signed by the Member to evidence the Member's agreement to become a member of SAL and to comply with this Operations Guideline and the SAL Constitution;
- (30) **Off-job Training** means a classroom-based Sales Agent induction program which should be conducted in a formal environment by an individual that is qualified to provide such training;
- (31) **On-job Training** means field training undertaken by a Sales Agent under the supervision of an Experienced Sales Agent;
- (32) **Off-job Assessment** has the meaning given to it in clause **Error! Reference source not found.**;
- (33) **On-job Assessment** has the meaning given to it in clause **Error! Reference source not found.**;
- (34) **Operations Guideline** means this document, including all Schedules and Annexures to it;
- (35) **Register** means the database register of Sales Agents accredited under the SAL Scheme and Sub-agent Principals which is operated administered and monitored by Energy Assured;
- (36) **Sales Activities** means the face to face marketing of products or services to consumers;
- (37) **SAL** means Sales Assured Limited ABN 94 169 496 824;



- (38) **SAL Scheme** means the training and accreditation scheme for Sales Agents as set out in this Operations Guideline;
- (39) **Standards (Standards)** means the standards for the conduct of Sales Activities set out in Annexure A;
- (40) **Sales Agent** means any individual authorised by a Member who represents a Member (and/or a Member's associated companies) for the purposes of engaging in Sales Activities where the principal function of such individual is to market products or services in a face to face environment;
- (41) **Sales Agent Profile** has the meaning given to it in clause 7.1(5);
- (42) **Sales Complaint** means a complaint made by a consumer, Consumer Advocacy Group, ombudsman, regulator, government agency or other interested party about a Sales Agent's Sales Activities, or is a matter discovered during the member's quality assurance process;
- (43) **Sales Complaint Handling Process** means the Member's process for handling Sales Complaints;
- (44) **SIDN** means the Sales Agent Identification Number allocated to a Sales Agent when they are first registered on the Register;
- (45) **Start Date** has the meaning given to it in clause 12.3(2);
- (46) **Sub-agent** means an organisation of Sales Agents engaged by a Marketer to undertake Sales Activities on its behalf; and
- (47) **Sub-agent Principal** means the person(s) responsible for the engagement of the Sales Agents in the Sub-agent.

## Annexure A

### Standards for face to face marketing

#### 1 Standards (Standards)

- 1.1 Members, their agents/contractors, and all Sales Agents must comply with the Standards set out below.
- 1.2 The Standards include those embodied standards in the Applicable Laws that govern face to face sales across numerous Australian jurisdictions, including the Australian Consumer Law.
- 1.3 The Standards apply to the extent that they are consistent with the Applicable Laws. If the Standards are inconsistent with any Applicable Law then that Applicable Law will apply to the extent of the inconsistency.

#### 2 Consumer Contact

- 2.1 Sales Agents and Members through their Sales Agents must:
  - (1) only make door to door sales calls during “permitted hours” under the Applicable Laws which, at the time of the publication of this Operations Guideline do not include:
    - (a) any time on a Sunday or public holiday;
    - (b) any time before 9 am on any other day; or
    - (c) any time after 6 pm on any other day (or 5 pm if the other day is a Saturday),unless it is with the consumer’s consent in accordance with Applicable Laws, of which a record must be kept;
  - (2) comply with any signs at a consumer’s premises indicating:
    - (a) canvassing is not permitted at the premises; or
    - (b) no advertising or similar material is to be left at the premises or in a receptacle associated with the premises;
  - (3) as soon as possible on making contact, identify themselves, the Member they represent, and their purpose;
  - (4) produce an identity card, which clearly displays the name of the company they represent, the Sales Agent’s name and photograph, the business address and contact details of the company they represent, (or in the case of a Sales Agent representing a Comparator, the name of the Comparator, and the business address and contact details of the Comparator) and an expiry date for validity of the card;
  - (5) for door to door sales, not misrepresent themselves or the purpose of their visit and state that the purpose of his or her visit is to assist the consumer to enter into a contract;
  - (6) for door to door sales, advise that he or she is not permitted to remain on the premises for more than an hour unless consent is provided in writing;
  - (7) for door to door sales, advise that he or she must leave the premises immediately on request and immediately cease contact with a consumer who clearly indicates that

contact is inconvenient, unwelcome or inappropriate before or during the negotiation of a contract;

- (8) if undertaking a post-sale verification call to ensure explicit informed consent, ensure that a customer is not coached during the call;
- (9) for door to door sales, if contact is ceased, record that the consumer is not to be contacted by the Member for at least 30 days after the request was made; and
- (10) explain that if the consumer is not happy with the way they have been dealt with, they can contact the Member, relevant industry ombudsman or the Department of Fair Trading as applicable to make a complaint; and

2.2 A Sales Agent who represents a Comparator must:

- (1) explain to the consumer that they represent the Comparator and that the Comparator offers a comparison service;
- (2) show the consumer a list of all entities in that industry the Comparator represents;
- (3) if the Comparator does not represent all entities in that industry, it must tell the consumer this;
- (4) disclose to the consumer the general basis upon which the comparison is made (e.g. consumption or demographic profile, geographical area, term of the contract);
- (5) if the Comparator or Sales Agent will receive a higher commission for the contract recommended than for other contracts against which the recommended contract has been compared, inform the customer that this is the case; and
- (6) provide any further information reasonably requested by the consumer about any such higher commission, although there will not be any obligation for the Sales Agent or Comparator to disclose the quantum of any commission.

2.3 A Comparator must use all reasonable endeavours to ensure that any comparison tool used by its Sales Agents in face to face sales is accurate.

2.4 A Comparator or a Company engaging a Comparator must comply with any industry guideline which may be issued by the ACCC concerning comparator websites in so far as they relate to face to face selling.

2.5 Members must maintain records, including the date and the approximate time of contact with the consumer to allow the subsequent identification of the Sales Agent involved in a particular Sales Activity. This will assist in dealing with any Sales Complaint or query. Records are to be retained:

- (1) for a period of two years; or
- (2) where a consumer has within that period made a complaint or referred a dispute to an industry ombudsman or Department of Fair Trading in relation to face to face marketing activities – for the period the complaint remains unresolved, whichever is the longer period.

2.6 A Member must ensure that it and its appropriate officers and employees have immediate access, or a right of immediate access, to each such record.

2.7 Members must comply with any requirement that applies in their State or Territory to create and maintain a “no contact list” for use by its Sales Agents.

### 3 Entering into a Contract

#### 3.1 Sales Agents and Members through their Sales Agents must:

- (1) take appropriate steps to ensure that the consumer has the authority to enter into a contract;
- (2) provide in writing before the formation of a contract information about:
  - (a) the consumer's right to terminate the contract during any applicable cooling off and other termination periods; and
  - (b) the way in which a consumer may exercise that right.
- (3) provide the following information to a consumer in accordance with all Applicable Laws, including the Australian Consumer Law, regarding the essential terms, so as to ensure that the consumer understands what they are committing themselves to, including:
  - (a) that they are entering into a contract;
  - (b) all applicable prices, charges, early termination payments and any penalties that may apply, information on security deposits, service levels, concessions or rebates, billing and payment arrangements that may apply and how any of these matters are calculated and may be changed, including a declaration that the price offered is inclusive of all costs, including GST;
  - (c) the commencement date and duration of the contract, the availability of extensions, and the termination of the contract if the consumer moves out of the premises during the term of the contract (if applicable);
  - (d) if any requirement is to be or may be complied with by an electronic transaction – how the transaction is to operate and, as appropriate, an indication that the customer will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;
  - (e) the consumer's right to complain to the Member in respect of any marketing activity of the Sales Agent and, if the complaint is not satisfactorily resolved by the Company, the consumer's right to complain to an industry ombudsman or Department of Fair Trading as applicable; and
  - (f) that the Sales Agent may receive a fee or commission if the consumer enters into a contract;
- (4) provide the consumer with:
  - (a) a copy of the contract and any information and documentation required to be provided to the consumer in accordance with Applicable Laws, which must include but is not limited to:
    - (i) details contained in clause 3 above;
    - (ii) a prominent notice on the front page of the contract about the rights of the consumer to terminate the contract in accordance with Applicable Laws;
    - (iii) the notice that may be used by the consumer to terminate the contract;

- (iv) the full name, ABN or ACN, address, e-mail address, phone number and fax number of the Member that the Sales Agent represents; and
- (b) the Sales Agent's name, and Company ID Number, and the full name and details of the company they work for, if different to the Member; and
- (c) information about the member's Sales Complaints Handling Process, including details of the relevant industry ombudsman or department of Fair trading as applicable.

3.2 A Member must:

- (1) ensure that it provides Sales Agents with documents and information that are required to be provided to consumers under the Applicable Laws; and
- (2) design contract forms and supporting documentation so that the consumer clearly understands the terms of the contract that they are entering into.

#### **4 Ethical and Lawful Conduct**

4.1 Sales Agents must:

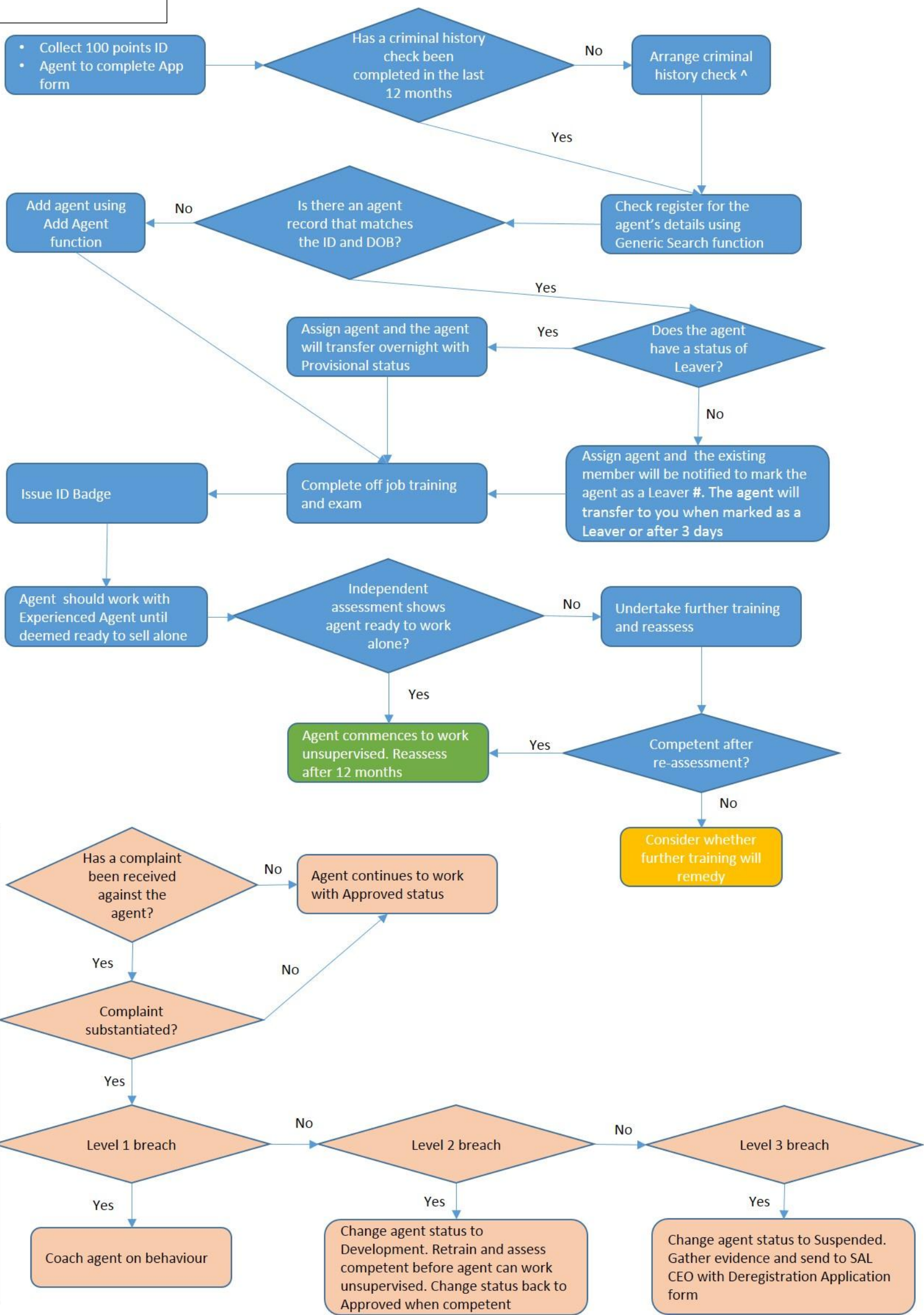
- (1) be courteous and professional;
  - (2) not provide the consumer with information that is misleading or deceptive, in particular in relation to potential savings or false assumptions about the product (and in the case of a Sales Agent representing a Comparator, about the service the Comparator provides), or misrepresent the consumer's rights and obligations;
  - (3) not engage in unconscionable conduct;
  - (4) not engage in the use of high-pressure tactics (such as coercion and harassment);
  - (5) ensure a consumer's privacy is maintained;
  - (6) comply with any sign at a consumer's premises indicating that canvassing is not permitted at the premises;
  - (7) not exploit a person's inexperience, vulnerability, credulity or loyalties;
  - (8) ensure that safety is maintained for themselves and the consumer; and
- (3) not commit forgery or fraud; and for door to door sales, leave immediately on a customer's request and obtain the customer's written consent to remain on premises for over an hour.

Annexure B

Recruitment

Training & Assessment

Complaint handling



^ When assigning or adding agent at later step – mark as criminal history Pending

# If the agent will be working for 2 members please contact CEO for process