

NETCC Proposed Code Amendments – Full Summary Table

Area of Change	Current Code	Updated Code	What Approved Sellers Need to Do
Part A			
Overview			
Scope	Part A contains the scope of the NETCC and a standalone 'Key Commitments' heading and list (cl 1) summarising the six core Code commitments.	Key Commitments' have been moved from Part A to Part B and now referred to as 'Overall Commitments.'	Review and update any internal or customer-facing materials that reference 'Part A Key Commitments' to Part B clause 1.
Part B			
Our Required Practices			
Overall Commitments CI 1-3	Part B contains 'advertising and promotion' requirements, which apply to 'advertising and other promotional material'.	Advertising and promotion now form part of the 'Overall Commitments'. The commitment not to make false or misleading claims now applies to all 'statements', including all claims 'across marketing, advertisements and promotional material, quotes, agreements and statements'. The Overall Commitments also contain minor wording changes (e.g. 'products, systems, services and documentation' expanded to include 'other type of supply').	Review quotes, agreements and statements to ensure they align with the Overall Commitments in clause 1.
Direct Marketing & Sales			
Overall Commitments Apply CI 4	The direct sales and marketing obligations cross-reference the advertising and promotion standards in clause 3.	Direct sales and marketing activity, including door-to-door sales and telemarketing, must now meet the Overall Commitments in clauses 1-3.	Review direct marketing and sales materials, policies and procedures to ensure they comply with the Overall Commitments in clauses 1-3.

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Quote Design			
Standard Quote Inclusions CI 17	New Energy Tech requiring 'custom' configuration or physical installation requires a quote to include a site-specific installation design or plan, and a site-specific performance estimate (cl 17).	The term 'custom' has been removed. The requirement to include a site-specific installation design or plan and site-specific performance estimate now applies to all configurations and installations.	Review quote templates (standard and custom) to ensure they include a site-specific design/plan and performance estimate.
Bespoke Design – Pre-Contract CI 18	For pre-contract designs, plans and estimates on custom site-specific installations, a non-refundable agreed fee applies, with no obligation to proceed to contract (cl 17(b)).	For bespoke or custom plans and/or estimates, the quote must clearly disclose whether a fee applies, the amount of the fee and whether any part of that fee is refundable or non-refundable.	Review quote templates and procedures for bespoke plans, designs and estimates to ensure they disclose any fees and specify whether any amount is refundable.
Design & Performance Estimate – As Initial Contract Deliverable CI 19	Approved Sellers may provide designs, plans and estimates as an initial deliverable of the contract (cl 17(c)). The plan, design or estimate must be provided before the expiry of the cooling-off period under the Australian Consumer Law (cl 17(c)(i)). A refund must also be provided if the customer rejects the plan, design or estimate within 10 business days of receiving it (cl 17(c)(ii)).	Where a plan, design or estimate is provided as an initial deliverable of the contract, the quote must clearly disclose whether a fee applies, the amount of the fee, and whether any part of that fee is refundable or non-refundable. Where the cooling off period applies under the Australian Consumer Law, the 10-business day cancellation period runs from the expiry of the cooling-off period.	Review quote templates and procedures for plans, designs and estimates provided as an initial contract deliverable to ensure they disclose any fees and specify whether any amount is refundable. Maintain a process to record the date the customer received the quote, and whether the cooling-off period applies.

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Contracts			
Minimum Warranty Obligations CI 22(b)	Contracts must provide a 'standard minimum' Supplier's warranty period. The period must meet or exceed the period set by the Administrator (cl 20(b)).	The term 'standard' has been removed. Warranty periods are now governed by the applicable legal minimums, rather than a standard set by the Administrator. The Administrator may publish best-practice guidance on warranty periods (which may exceed the legal minimums).	Review all supply and installation contracts to ensure warranty terms meet all applicable legal standards.
Warranty – Supplier Contact Details CI 9(j)(ii) and 44	Approved Sellers must provide the name and contact details of the 'Supplier' for consumer guarantee purposes (cl 9(j)(iii) at quote stage; cl 43 at warranty claim stage).	When providing contact details, the definition of a 'Supplier' has been broadened to include Suppliers of 'products, services, or other types of supply.' Part C has also been updated to include an expanded definition of a 'Supplier' to include 'entities involved in any stage of the supply chain, from production to delivery and support.'	Review quote and contract documentation to ensure they include the contact details for the relevant Supplier(s). This may now include Suppliers for products, services, manufacture, or any other type of supply.
Contract Execution Timing CI 25	Both parties are required to sign the contract and any amendments (cl 23). There is no requirement to document changes to system design or performance, or to execute a contract with these amendments prior to installation.	Both parties are now required to sign the contract and any amendments prior to installation. Any variation to the system design must also be documented in writing and signed by both parties.	Review sales and installation processes to ensure all contracts and amendments (including design variations) are signed before installation of New Energy Tech commences.

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Activation			
Refund on Rejected Network Approval CI 36(f)	If a customer takes responsibility for network approval, and the approval is rejected after entering the contract, the Approved Seller must provide a full refund. The refund may exclude any reasonable expenses incurred up to the point of termination (cl 35).	Refunds for rejected network approval must be provided consistent with clause 49. The refund may deduct any non-refundable fees for plans, designs and estimates that are either bespoke (cl 18) or provided as an initial deliverable of the contract (cl 19).	Review quotes, contracts and refund policies to ensure they specify that non-refundable fees may be retained, as per clauses 18 and 19.
Deletion of Standalone Activation Clause Old CI 36	If another form of activation (other than network approval) is needed, Approved Sellers must explain the steps required and who is responsible for these.	Clause 36 is deleted. Approved Sellers are still expected to provide activation support as part of their obligation to provide clear, accurate information (cl 1(a)), advise on safe and effective operation of the product (cl 38), and maintain high standards of customer service (cl 52–53).	No process change required.
Termination of Contract			
Termination Rights – Refund Scope CI 46, 47, 48, 49, 50 and 51	Customers are entitled to terminate their contract and receive a full refund in specific circumstances (cl 46-50).	Across all termination scenarios (cl 46–50), the refund may now be reduced by non-refundable fees for bespoke or initial-deliverable design work, where disclosed under clauses 18 or 19. Refunds for rejected network approvals (cl 49) also retain the existing deduction for reasonable expenses incurred by the Approved Seller up to termination (cl 37).	Review all quote templates to ensure non-refundable fees for bespoke or initial-deliverable design work are clearly disclosed and specify whether any amount is non-refundable (per clauses 18 and 19).

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Strata Title Removal Costs CI 50	If installation proceeds before Owners Corporation consent is obtained, and consent is then refused, the Approved Seller must fully refund the customer and restore the property (unless the Approved Seller already flagged the consent requirement and the customer incorrectly advised the property was not strata titled) (cl 50).	Cost responsibility now defaults to the customer. Approved Sellers only bear the refund and removal cost if they both failed to advise the customer that consent was needed and failed to confirm consent was obtained before installing.	Review sales and quoting processes to ensure staff check whether a property is strata titled and advise customers when Owners Corporation Consent is needed. Review contract templates to ensure they reflect the new cost rules for strata removals.
Compliance with the Code			
Scope of Responsibility for Third Parties CI 63	Approved Sellers are responsible for third parties engaged for direct marketing, sales, or to install products or systems (cl 62).	The responsibility to ensure third parties comply with the Code now extends to anyone providing services, manufacturing, or other types of supply.	Review contracts and service arrangements with third parties acting on the Approved Seller's behalf (including installers, service providers, manufacturers and other supply chain partners) to ensure terms clearly assign responsibility for Code compliance to those third parties.

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Investigation of Previous Code Breaches CI 64	New clause.	Clause 64 expressly provides that the Administrator may continue to investigate and take enforcement action in relation to alleged breaches of the previous version of the Code. For any retrospective investigation into conduct that occurred while the existing Code applied, the Administrator will assess the conduct against the substantive obligations in force at the time the conduct occurred. Where the newly authorised Code contains equivalent or analogous requirements, those provisions may inform the investigation outcome and support continuity and consistency in the compliance framework, without retrospectively imposing obligations that did not apply at the relevant time.	Maintain a record-keeping process to demonstrate compliance with the Code requirements, and ensure those records are available on an ongoing basis.

Part C

Definitions

Updated Definition: 'New Energy Tech'	The 'New Energy Tech' definition implies an exhaustive list of products or services.	The new definition of 'New Energy Tech' clarifies that the list is not exhaustive and allows the Code to apply to new and emerging products and services that are within the scope of the Code.	Consider whether any new or emerging products and services offered fall within the scope of the NETCC. Refer to the Administrator for guidance if uncertain.
New Definition: 'Performance Estimate'	The term 'Performance Estimate' is referred to throughout the Code but not specifically defined.	A 'Performance Estimate' must now include 'system output performance including expected seasonal or operational variation, including any limitations or assumptions.'	Review quote and post-installation documents and processes to ensure performance estimates include expected seasonal or operational variation in system output, along with any relevant limitations or assumptions.

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New Definition: 'Performance Specification'	No definition of 'Performance Specification.'	A 'Performance Specification' must include, at a minimum, each of the following: • basic system information (ratings, commissioning date, equipment location); • a list of electrical equipment with model descriptions and serial numbers; • operating instructions (system and components); • equipment manufacturers' documentation (e.g. instructions manual).	Review quote and post-installation processes and documentation to ensure performance specifications meet all aspects of the new definition.
New Definition: 'Supplier'	No definition of 'Supplier.'	A 'Supplier' is an entity providing products, goods, services or other types of supply (including manufacturing) by way of sale, exchange, lease, hire, hire-purchase, subscription or contractual agreement (directly or through intermediaries). Includes all stages of the supply chain.	Review quote, contract and warranty documentation to ensure Supplier contact details are accurate and reflect the full scope of the new definition.

Annexure – Code Administration

Application Assessment CI A4(c)	When assessing an application, the Administrator considers whether the applicant's processes and documents support compliance with the Code, and whether key personnel have significant involvement in a business that became insolvent.	A new criterion assesses whether key personnel have sufficient business operating experience, or other relevant experience, in supplying New Energy Tech. Assessment must be applied consistently and in a non-discriminatory manner that does not unreasonably prevent new applicants from signing up.	New applicants should be ready to demonstrate key personnel's relevant business experience or operating history in supplying New Energy Tech.
Breach — Records Obligation CI A21(e)	On a breach finding, the Administrator may require rectification, staff training, sales agent accreditation, and external audit (cl A22)	New clause A21e allows the Administrator to require Approved Sellers to produce records of business activities and transactions relating to a suspected breach (including consumer information and training records). These records must be kept for a minimum of five years.	Review record-keeping processes to ensure customer transaction records, communications and staff training records are maintained for at least five years. Be ready to provide these records promptly if the Administrator requests them during an investigation.

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Escalation Options on Suspension and Expulsion Breach CI A23	Where a breach may warrant suspension or expulsion, the Administrator may refer the matter to the Panel for consideration (cl A24)	The Administrator can now suspend or expel an Approved Seller without Panel approval. The Administrator may still refer a matter to the Panel for consideration, but Panel review is no longer required to act. The Administrator may also seek independent advice when making decisions related to suspension or expulsion.	Review compliance processes and inform key personnel that the Administrator may take direct action to suspend or expel an Approved Seller, without the approval of the Panel.
Compliance Action for Insolvency and Disrepute CI A25	No standalone provision allowing the Administrator to take compliance action against an Approved Seller on the basis of insolvency, ceasing to trade, or otherwise bringing the Code into disrepute.	The Administrator may take compliance action if an Approved Seller is insolvent or ceases trading or generally brings the Code into disrepute (cl A25).	Review compliance processes and inform key personnel that: - any conduct bringing the Code into disrepute may warrant compliance action; - insolvency or ceasing to trade does not prevent the Administrator from acting.
Public Disclosure on Suspension and Expulsion CI A27	The Administrator has a general power to publicise a breach (including the Approved Seller's name) on the Code website. The Panel's Annual Report is also already required to name Signatories that have been suspended or expelled.	Clause A27 clarifies and consolidates the Administrator's existing power to publicise a breach, suspension or expulsion. The Administrator has the right to inform the public when an Approved Seller is suspended or expelled and can publish their names on the NETCC website. The Panel will also publish the names of suspended or expelled Approved Sellers in its Annual Report.	No substantive process change. Review compliance processes and inform key personnel that suspension or expulsion may be publicly disclosed on the NETCC website or in the Panel's Annual Report.
Cessation of Approved Seller Representation CI A26	No standalone obligation to cease representation as an Approved Seller upon suspension, expulsion or withdrawal	Signatories now have a specific obligation to stop representing themselves as an Approved Seller once they are suspended, removed or withdrawn (cl A26).	Review advertising and marketing processes to ensure all references to Code participation are immediately removed following suspension, expulsion or withdrawal from the NETCC.

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Complaints, Dispute Resolution & Appeals CI A28	The Annexure contains a complaints procedure embedded within the monitoring and investigations section (A21(a)–(d)).	The complaints provision has been moved into a new standalone section titled ‘Complaints, dispute resolution and appeals.’ The Administrator may now investigate complaints made by a customer's representative, not just the customer or Approved Seller directly. The Administrator now has discretion not to investigate a complaint if it is vexatious or where it cannot practically be investigated.	Review complaint handling policies and procedures to specify that: • an authorised representative can make complaints to the Administrator; • the Administrator may decline to investigate a complaint that is vexatious or cannot be practically investigated.
Signatory Obligations CI A30–A33, A37	Signatories have an obligation to promote the Code to customers, pay applicable fees, comply with the Code and cooperate with the Administrator or Panel.	The new ‘Obligations of a Signatory’ consolidates and expands requirements relating to an Approved Seller’s eligibility and ongoing participation in the NETCC Program. The obligations are set out as follows: • A30: Signatories must demonstrate reasonable industry experience. • A31: Must comply with all Code obligations and renew every 12 months. • A32: Franchisees must apply as separate entities. • A33: Must comply with the Code for all products and services that qualify as New Energy Tech. • A37: Must nominate a Primary Contact with up-to-date details; must notify Administrator within 28 days of any change; and immediately of any change affecting the Primary Contact's ability to fulfil their role.	Maintain a Primary Contact and register their details with the Administrator. Ensure the Administrator is notified of any changes to these details within 28 days. Franchise entities applying to the NETCC must submit a separate application for each franchise.