

#### **14. Information to be given at time of entering into a customer contract**

- (1) Before arranging a customer contract a marketer must give the customer the following information —
  - (a) that the customer is free to choose the standard customer contract offered by the retail supplier;
  - (b) how and when the terms of the customer contract will be given to the customer;
  - (c) the name of the marketer, and the name, address and telephone number of the responsible marketer and of the retail supplier.
- (2) The marketer must also give the following information to the customer —
  - (a) the terms of the customer contract including —
    - (i) the type and frequency of bills the customer will receive;
    - (ii) the relevant prices, charges, tariffs and service levels that will apply to the customer; and
    - (iii) the payment methods and options available to the customer;
  - (b) the details of any energy assistance schemes which may be available to the customer;
  - (c) the details of any right the customer may have to rescind the customer contract during a cooling-off period and the charges that may apply if the customer rescinds the contract;
  - (d) how to make an enquiry of or complaint to the responsible marketer or the gas industry ombudsman, and a copy of the complaint handling and dispute resolution procedures of the responsible marketer if the customer requests one;
  - (e) that a marketer must comply with this Code and the general scope of this Code, and a copy of this Code if the customers requests one.
- (3) For a standard customer contract that is not entered into as a result of door to door marketing —
  - (a) the information in subclause (2) may be given before the customer enters into the contract, but must, if not given before, be posted to the customer within 2 business days after the day on which the customer entered into the contract or be given by some other quicker means; and
  - (b) the marketer must obtain and make a record of the customer's acknowledgment that the information that must be given before the customer enters into the contract (under subclause (1)) has been given.
- (4) For a non-standard customer contract or a standard customer contract that is entered into as a result of door to door marketing —
  - (a) the information in subclause (2) must be given before the customer enters into the contract; and
  - (b) the marketer must obtain the customer's written acknowledgment that the information that must be given before the customer enters into the contract (under subclause (1) and (2)) has been given.

(5) If a customer contract is subject to a cooling-off period the marketer must inform the customer that —

(a) if gas is supplied to the customer before the end of the cooling-off period; and

(b) if the customer rescinds the contract during that period,

the customer will be liable for the gas and any other services supplied to the customer, and any other charges in accordance with the contract.

Note: A non-standard customer contract or a standard customer contract that is entered into as a result of door to door marketing has a cooling-off period of 10 days.