

Guideline for Agents/Contractors undertaking Sales Activities or Lead Generation

This document must be provided to all Agents/Contractors when conducting their training

- **Getting started with Sales Assured**
- **Agent/Contractor Guidelines (Standards)**
- **Level 3 breach examples**
- **Answer sheet to accompany training module delivery[#]**

Effective from July 2018

[#] select correct answer sheet depending on whether undertaking Lead Generation only or Sales Activities



SAL Standards for marketing (Standards)

1. General

- 1.1 All Agents/Contractors must comply with these Standards.
- 1.2 The Standards include those embodied standards in the Applicable Laws that govern sales across numerous Australian jurisdictions, including the Australian Consumer Law.
- 1.3 The Standards apply to the extent that they are consistent with 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 face to face sales/lead generation

- 2.1 Agents/Contractors must:
 - (1) only visit consumers during “permitted hours” under the Applicable Laws which, at the time of the publication 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 organisation they represent, and their purpose;
 - (4) produce an identity card, which clearly displays the name of the company they represent, the Sales Assured logo, the Agent/Contractor’s name and photograph, the business address and contact details of the company they represent, and an expiry date for validity of the card;
 - (5) not misrepresent themselves or the purpose of the contact and state that the purpose of the contact is to assist the consumer to enter into a contract;
- 2.2 advise that he or she is not permitted to remain on the premises for more than an hour unless consent is provided in writing;
- 2.3 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;
- 2.4 if undertaking a post-sale verification call to ensure explicit informed consent, ensure that it is the

customer on the call and that the customer is not coached during the call;

- 2.5 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
- 2.6 explain that if the consumer is not happy with the way they have been dealt with, they can contact the Member, industry ombudsman or the Dept. of Fair Trading as applicable to make a complaint.
- 2.7 An Agent/Contractor who represents a Comparator must:
 - explain that they represent the Comparator and that the Comparator offers a comparison service;
 - show the consumer a list of all entities in that industry the Comparator represents;
 - if the Comparator does not represent all entities in that industry, it must tell the consumer this;
 - 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); if the Comparator or Agent/Contractor 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
 - provide any further information reasonably requested by the consumer about any such higher commission, although there will not be any obligation for the Agent/Contractor or Comparator to disclose the quantum of any commission.
- 2.8 A Comparator must use all reasonable endeavours to ensure that any comparison tool used is accurate.
- 2.9 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.

3 Record keeping

- Agents/Contractors must complete any walk-sheet or record keeping document required by the Member.

4 Correct use of Agent ID/Badge

- Agents/Contractors may only undertake activities using their own ID number/badge. Agents are not permitted to use another agent’s ID nor to allow another agent to use their ID
- Agents/Contractors may only sell for the corporate entity(ies) for which they are engaged and may not sell another entity’s product using the same ID badge. *An agent wishing to work with more than one entity must comply with the Guideline for Multiple Assignments.*

5 Entering into a Contract (this section not applicable for lead generation)

Agents/Contractors must:

- take appropriate steps to ensure that the consumer has the authority to enter into a contract;
- provide before the formation of a contract information about the consumer's right to terminate the contract during any applicable cooling off and other termination periods and the way in which a consumer may exercise that right.
- provide the following information to a consumer in accordance with all Applicable Laws, including the Australian Consumer Law, regarding the essential terms, to ensure that the consumer understands what they are committing themselves to, including:
 - that they are entering into a contract;
 - 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 are calculated and may be changed, including a declaration that the price offered is inclusive of all costs, including GST;
 - 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);
 - 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;
 - the consumer's right to complain to the Member in respect of any marketing activity of the Agent/Contractor 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
- that the Agent/Contractor may receive a fee or commission if the consumer agrees to the contract.
- provide the consumer with:
 - 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:

- details contained in clause 4 above;
- 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;
- the notice that may be used by the consumer to terminate the contract;
- the full name, ABN or ACN, address, e-mail address, phone number and fax number of the Member that the Agent/ Contractor represents; and
- the Agent/Contractor's name, and ID Number, and the full name and details of the company they work for, if different to the Member; and
- information about the member's Sales Complaints Handling Process, including details of the relevant industry ombudsman or dept. of Fair Trading as applicable.

6 Ethical and Lawful Conduct

Agents/Contractors must:

- be courteous and professional;
- correctly state the purpose of the visit;
- 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 an agent/Contractor representing a Comparator, about the service the Comparator provides), or misrepresent the consumer's rights and obligations;
- not engage in unconscionable conduct;
- not engage in the use of high-pressure tactics (such as coercion and harassment);
- ensure a consumer's privacy is maintained and not use the information for any other purpose including future marketing by the Agent unless the consumer provides explicit permission;
- not exploit a person's inexperience, vulnerability, credulity or loyalties;
- ensure that safety is maintained for themselves and the consumer;
- not commit forgery or fraud;
- (1) for door to door sales, comply with any sign at a consumer's premises indicating that canvassing is not permitted at the premises;
- (2) for door to door sales, leave immediately on a customer's request; and
- (3) for door to door sales, obtain the customer's written consent to remain on premises for over an hour.

Level 3 breaches

The following pages outline actions that are Level 3 breaches and can lead to deregistration. This list aims to identify key breaches however deregistration is not limited to items on these lists and **can include any other action that breaches the Sales Assured standards outlined in this Information for Agents/Contractors document or outlined in the Training Module.**

Level 3 breaches – consumer contact

<ul style="list-style-type: none">• Ignoring a Do Not Knock notice (includes “No Canvassing” or “No Hawkers”)
<ul style="list-style-type: none">• Ignoring a “not to knock” instruction on a walk-sheet, territory plan or similar. This can include where a consumer has requested the Member to remove the premises from marketing activity or the Member has determined the property is not to be targeted.
<ul style="list-style-type: none">• Visiting outside of permitted hours without a prior appointment having been made independently (not by the sales agent personally)
<ul style="list-style-type: none">• Wearing the uniform/ID badge for one brand then making an offer/undertaking lead generation (including for a comparator service) for a different brand/product/service where this was not covered with an approved script
<ul style="list-style-type: none">• Knowingly using consumer contact details from previous sales activity by the agent without the consumer having provided explicit informed consent for the agent to retain or use their data for a future purpose[^]. This includes for the purpose of contacting the consumer to sell or gain a sales lead for another product or service or to provide such data to another agent or third party
<ul style="list-style-type: none">• Knowingly purchase, obtain or use consumer contact details from another agent based on that agent’s (or another agent’s) previous sales activity
<ul style="list-style-type: none">• Failing to correctly disclose the purpose of the visit. You must comply with scripting to ensure you correctly disclose the purpose of the visit for any sales activity or lead generation activity
<ul style="list-style-type: none">• Advising the consumer that you were just conducting a survey or were there for any other purpose than sales activity or lead generation
<ul style="list-style-type: none">• Advising the consumer that you are not there to sell anything if you are actually there to get a consumer to enter into an agreement or to undertake lead generation activities
<ul style="list-style-type: none">• Stating that you represent the government or letting the consumer believe you are from the government (or from the Distributor)
<ul style="list-style-type: none">• Not leaving the premises when asked to do so
<ul style="list-style-type: none">• Deliberately damaging the consumer’s premises or their personal property or committing theft

[^]Where a consumer agrees to an initial sale with an agent, this does NOT give the agent the right to use that data for a future purpose unless the consumer has given the agent explicit consent for their data to be used in such a way. Consent for data to be used by the corporate entity that is party to the contract (eg an energy provider) is not permission for an agent to use their data for future sales activity or to provide that data to another person.

Level 3 breaches – deceptive/misleading behaviour

<ul style="list-style-type: none"> • Stating the agent is from a company other than the one they are representing#
<ul style="list-style-type: none"> • Telling a consumer that the Member is taking over the consumer’s current supplier, or taking over their billing, or that the member is the same as their current supplier or that their supplier is going out of business when this is not the case
<ul style="list-style-type: none"> • Telling a business customer that they can only get a discount if they sign up all their premises when this is not the case
<ul style="list-style-type: none"> • Telling a consumer that any outstanding debt to their current provider will be waived or transferred to their new account
<ul style="list-style-type: none"> • Representing an offer as a “government discount” or “government rebate” when this is not the case
<ul style="list-style-type: none"> • Informing the consumer that they would not receive an early termination fee from their current supplier when this was not the case
<ul style="list-style-type: none"> • Letting the customer believe that the entity they represent is the only company able to offer concessions, discounts or rebates
<ul style="list-style-type: none"> • Telling a consumer that they will be saving \$X without verifying the information or the savings to be accurate for that consumer
<ul style="list-style-type: none"> • Stating that quoted rates would not change during the contract term unless this was the case
<ul style="list-style-type: none"> • Knowingly promising a discount that would not apply to that consumer
<ul style="list-style-type: none"> • Denying to a consumer that they were entering into a contract/agreement, or saying they were just completing a survey or expression of interest or proof that the customer had visited when this is not the case
<ul style="list-style-type: none"> • Mis-selling the cooling-off period such as telling the consumer that it is just to “reserve”/“guarantee” (or similar) the offer and that the consumer doesn’t have to make a decision for 10 days
<ul style="list-style-type: none"> • Arranging for a consumer to lie about their current supplier as they would otherwise not be eligible for the offer (eg where an offer is not available for all or certain consumers).

Always remember to stick to your scripting to ensure that you do not mislead a customer particularly if you are undertaking lead generation or discussing more than one product/service

Level 3 breaches – unconscionable/inappropriate behaviour

<ul style="list-style-type: none">• Knowingly sold to a person whom, a reasonable person could determine was not authorised to accept the offer
<ul style="list-style-type: none">• Knowingly sold to an intellectually or visually impaired person whom, a reasonable person could determine was not capable of giving explicit informed consent
<ul style="list-style-type: none">• Knowingly sold to an elderly person whom, a reasonable person could determine was not capable of making an informed decision
<ul style="list-style-type: none">• Knowingly sold to a non-English speaking person whom, a reasonable person could determine was not capable of giving explicit informed consent
<ul style="list-style-type: none">• Knowingly sold to a person under 18 years of age
<ul style="list-style-type: none">• Not taking into account a consumer's personal circumstances and pressured the consumer into signing a contract when a reasonable person would determine that they were not able to provide explicit informed consent
<ul style="list-style-type: none">• Behaving inappropriately towards a consumer, or people at the premises (eg asking the person on a date, making personal/suggestive comments) either at the time or by contacting the consumer after the visit.

Level 3 breaches – explicit informed consent not provided/fraud

<ul style="list-style-type: none">• Not informing a consumer that they were entering into an agreement
<ul style="list-style-type: none">• Leading a consumer to believe they were only providing data to arrange for information to be provided when this was not the case
<ul style="list-style-type: none">• Falsifying a verification call (fraud)
<ul style="list-style-type: none">• Coaching a customer through a verification call
<ul style="list-style-type: none">• Signing the offer document on the consumer's behalf (fraud)
<ul style="list-style-type: none">• Signing up a consumer at a shopping centre kiosk or through a third-party alliance where the consumer is not explicitly aware that they are entering into a contract/agreement with a supplier/suppliers
<ul style="list-style-type: none">• Giving uniform/ID badge to a friend/other agent and allowing that person to sell or undertake lead generation using that ID
<ul style="list-style-type: none">• Using another person's uniform or ID to make a sale or undertake lead generation activities
<ul style="list-style-type: none">• Using consumer's data without the consumer's explicit informed consent (see Level 3 Breaches – Customer Contact for further detail)
<ul style="list-style-type: none">• Signing up a consumer the agent had previously marketed to for a new offer without visiting the consumer and gaining explicit informed consent for the new sale

Level 3 breaches – high pressure/coercion/other

<ul style="list-style-type: none">• Pressuring the consumer even when the consumer requested the agent to leave
<ul style="list-style-type: none">• Failing to leave a consumer's premises or place of business when asked
<ul style="list-style-type: none">• Physically harassing, pressuring or coercing the consumer into signing the agreement/agreeing to their details being taken for lead generation. Coercion can include loitering.
<ul style="list-style-type: none">• Verbally harassing or coercing the customer into signing the agreement/agreeing for their details to be taken for lead generation
<ul style="list-style-type: none">• Telling the consumer that it was compulsory to sign or making a consumer feel that they had no choice but to sign
<ul style="list-style-type: none">• Pressuring the consumer to sign the agreement on the basis of the cooling-off period when the consumer is not comfortable in signing up
<ul style="list-style-type: none">• Pressuring a householder or business owner to sign up when they are clearly distracted and unable to provide explicit informed consent
<ul style="list-style-type: none">• Making a consumer feel the only way to make the agent leave is to sign the agreement
<ul style="list-style-type: none">• Deliberately revealing a consumer's personal information to a person not authorised to receive that information
<ul style="list-style-type: none">• Claiming that everyone in the street/all other businesses are signing up and naming those consumers/businesses that have signed up
<ul style="list-style-type: none">• Coaching a consumer through a verification call (including communicating an answer to the consumer by speaking, pointing, gesturing or other means, write the answer for the consumer or any other means of coaching)
<ul style="list-style-type: none">• Any other behaviour that a reasonable person would consider unconscionable, misleading, high pressure or fraudulent behaviour

