# **GUIDELINE FOR CREW**

This document must be provided to all Crew persons when conducting their training

- Getting started with Sales Assured
- Crew person Guidelines (Standards)
- Level 3 breach examples
- Answer sheets to accompany training module delivery
  - Core Training Module Answer Sheet (all crew to complete)
     SUPPLEMENTAL MODULES
  - o Door to door Training Module Answer Sheet
  - o Kiosk/Street activities Training Module Answer Sheet
  - o Telemarketing Training Module Answer Sheet
  - o Manager/IBU Principal Training Module Answer Sheet

Effective from 27 March 2020



### **Getting started with Sales Assured**

On the following pages you can find information about the Sales Assured Standards to help you with good consumer interactions and examples of breaches for which you risk being Deregistered.

#### You will need to complete an Application for Provisional Registration form before proceeding.

This form is your acknowledgement that Sales Assured and the member engaging your services can access the Registry to view your details (if you have previously been engaged by any current or previous members of Energy Assured or Sales Assured) or to add your details to the Registry.

It is also your acknowledgement of the disciplinary process that applies if you breach the standards.

# *If you have not yet completed this form, please contact the organisation that has engaged your services.*

SALUTATION: GREN HAME 5: UNHAME: Date of Buth (ddmm/ssec): Date of Buth (ddmm/ssec): Differ & Lisence Number: Differ & Li		Application for Provisional Registration
Traue that you have read and understood the Torms and Condition attached to the application form and the SAL State Agent/Condition distances with the Torms and Conditions attached to the second with the Torms and Conditions attached to the sec		in BLACK INK ONLY, using CAPITAL LETTERS. Illegible writing will result in your
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representing  re	registered with Energy	
SALUTATION:	2. SAL Member you will be representing	Corporate Markeler
GREN NAME :	. Sales Agent/Contractor Personal I	Jetalls
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Date of Birth (Agenen/Lagent)         Passport Number         Difver's LEance Number:	GIVEN NAMES:	
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Proof of ID Number:	Driver's Licence Number:	If you have previously been registered, this
Home Address in Australia:	Proof of ID Number:	previously provided.
Home Phone Number:	ABN/ACN/TFN	
Mobile Phone Number:	Home Addrees in Australia:	Per cost.
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	Email Address:	@

By signing the Application for Provisional Registration form, you agree to be part of the Sales Assured initiative and to **abide by the Standards**. You should make sure you read and understand the Terms and Conditions on the Application form. If you have any questions, please see the organisation that engaged you.

When you review the Standards below, you will note that some only apply to door to door marketing and lead generation (highlighted) and not to kiosks or telemarketing, however, it is helpful for all Crew to be familiar with these Standards.

You need to provide **proof of your identity**, a photograph and your address to the company that engaged you. If you provide identity documents for the 100-point ID check which are not your own identity documents (or are documents that have been amended or tampered with in any way), this is fraud and the matter can be reported to the Police.

If you are calling on consumers at their home or place of business, you are required to have completed a **Criminal History Check** within the last 12 months. If you have not completed a check within the last 12 months, please ask the company that is engaging you how to make the arrangements or contact <u>awhitehouse@salesassured.com.au</u>. Some members also require criminal history checks for Kiosk/street activity.

You will start with an accreditation status of Provisional and will work with an Experienced Crew person until you have passed a formal competency assessment by the organisation that engaged you. Once you pass, your accreditation status changes to Approved. You'll find out more about Accreditation levels in your training.

#### Links to videos you should watch before commencing sales activities

Australian Competition and Consumer Commission (ACCC) "thanks, but no thanks" consumer education campaign. Click link to watch the ACCC videos (10 minutes). These <u>three</u> videos on Pressure, Inducement and Cooling off may help you to understand some consumers' negative perceptions about direct sales.

http://www.youtube.com/watch?v=0neRussp5H4

### **SAL Standards for marketing**

#### 1. General

- 1.1 You 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 Applicable Law, that Applicable Law will apply to the extent of the inconsistency.

#### 2. Consumer contact

- 2.1 You must:
  - only visit consumers during "permitted hours" under the Applicable Laws which, at the time of the publication do <u>not</u> 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.
  - For Telemarketing these hours 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 8 pm on any other day (or 5 pm if the other day is a Saturday).
  - (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 yourself, the organisation you represent, and the purpose of the visit/phone call

- (4) produce an identity card, which clearly displays the name of the company you represent, the Sales Assured logo, your name and photograph, the business address and contact details of the company you represent, and an expiry date for validity of the card
- (5) not misrepresent yourself or the purpose of the contact and state that the purpose of the contact is to assist the consumer to enter into an agreement, or in the case of lead generation, to provide their details for follow-up.
- 2.2 advise that you are not permitted to remain on the premises for more than an hour unless consent is provided in writing.
- 2.3 advise that you 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 consumer on the call and that the consumer 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, regulator or the Dept. of Fair Trading as applicable to make a complaint.
- 2.7 A Crew person who represents a Comparator must:
  - explain that they represent the Comparator and that the Comparator offers a comparison service.
  - show the consumer a list (or advise where a consumer can find a list of all entities in that industry the Comparator represents.

- if the Comparator does not represent all entities in that industry, you 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 you will receive a higher commission for the contract recommended than for other contracts against which the recommended contract has been compared, inform the consumer 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 Crew person 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

• You must complete any required walk-sheet or record keeping document required by the Member.

#### 4 Correct use of Agent ID/Badge

- You may only undertake activities using your own ID number/badge. Crew persons are not permitted to use another person's ID nor to allow another crew person to use your ID
- Crew persons 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.

A Crew person wishing to work with more than one entity must comply with the Guideline for Multiple Assignments.

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

#### You 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 consumer 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 Crew person 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
- disclose that you 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 5 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 you represent; and
  - your name, and ID Number, and the full name and details of the company you work for, if different to the Member; and
  - information about the member's Sales Complaints Handling Process, including details of the relevant industry ombudsman, regulator or Dept. of Fair Trading as applicable.

#### 6 Ethical and Lawful Conduct

#### You must:

- be courteous and professional
- correctly state the purpose of the visit or phone call
- 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 Crew person 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 yourself unless the consumer provides you personally with explicit permission
- not exploit a person's inexperience, vulnerability, credulity or loyalties
- ensure that safety is maintained for yourself and the consumer
- not commit forgery or fraud
- comply with any sign at a consumer's premises indicating that canvassing is not permitted at the premises
- leave immediately on a consumer's request; and
- obtain the consumer'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 document or outlined in the Training Module.

You will find the examples in six sections:

- Deceptive/Misleading behaviour
- Unconscionable conduct/inappropriate behaviour
- Explicit informed consent not provided/fraud
- High pressure/coercion/other
- Privacy
- Consumer contact at consumer's home or business including by telemarketing

#### Level 3 breaches – deceptive/misleading behaviour

- Advising the consumer that you are just conducting a survey or are speaking with them for any other purpose than sales activity or lead generation when this
  is not the case. This includes denying to a consumer that they were entering into a contract/agreement
- Stating the Crew person is from a company other than the one they are representing#
- 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 any of these is not the case
- Telling a business that they can only get a discount if they sign up all their premises when this is not the case
- Telling a consumer that any outstanding debt to their current provider will be waived or transferred to their new account
- Representing an offer as a "government discount" or "government rebate" when this is not the case. Or stating that you represent the government or letting the consumer believe you are from the government (or in the case of energy sales, from the Distributor) when this was not the case
- Informing the consumer that they would not receive an early termination fee from their current supplier when this was not the case
- Telling/Letting the consumer believe that the entity they represent is the only company able to offer concessions, discounts or rebates
- Telling a consumer that they will be saving \$X without verifying the information or the savings to be accurate for that consumer
- Stating that quoted rates would not change during the contract term unless this was the case
- Knowingly promising a discount that would not apply to that consumer
- 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
- Arranging for a consumer to lie about their current supplier to the new 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 consumer particularly if you are undertaking lead generation or discussing more than one product/service

### Level 3 breaches – unconscionable conduct/inappropriate behaviour

- Knowingly selling or lead generating to a person whom, a reasonable person could determine was not authorised to accept the offer
- Knowingly selling or lead generating to an intellectually or visually impaired person whom, a reasonable person could determine was not capable of giving explicit informed consent
- Knowingly selling or lead generating to an elderly person whom, a reasonable person could determine was not capable of making an informed decision
- Knowingly selling or lead generating to a non-English speaking person whom, a reasonable person could determine was not capable of giving explicit informed consent
- Knowingly selling or lead generating to a person under 18 years of age or allowing a person under 18 years of age to act as an interpreter for a consumer who does not speak English
- Not taking into account a consumer's personal circumstances and pressuring the consumer into accepting a contract when a reasonable person would determine that they were not able to provide explicit informed consent
- Behaving inappropriately towards a consumer, or people at the home/premises/kiosk/or by phone (eg asking the person on a date, making personal/suggestive comments) either at the time or by contacting the consumer after the interaction.

### Level 3 breaches - explicit informed consent not provided/fraud

- Not informing a consumer that they were entering into an agreement when that is the case
- Leading a consumer to believe they were only providing data to arrange for information to be provided when this was not the case
- Falsifying a verification call (fraud)<sup>\$</sup>
- Coaching a consumer through a verification call (including communicating an answer to the consumer by speaking, pointing, gesturing or other means, write consumer or any other means of coaching)<sup>\$</sup>
- Pausing the call recording during a sale
- Accepting the offer document on the consumer's behalf (fraud)
- 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 the supplier(s)
- Any other behaviour that a reasonable person would consider fraudulent

• Giving uniform/ID badge/SIDN to a friend/other Crew person and allowing that person to sell or undertake lead generation using that ID

• Using another person's uniform or ID to make a sale or undertake lead generation activities

<sup>\$</sup> Verification calls are required for D2D sales and some organisations also require the calls for Kiosk/event marketing

### Level 3 breaches - high pressure/coercion/other

- Pressuring the consumer when the person has indicated the interaction is not welcome
- Failing to leave a consumer's premises or place of business when asked
- Physically harassing, pressuring or coercing the consumer into accepting the agreement/agreeing to their details being taken for lead generation. Coercion can include loitering.
- Verbally harassing or coercing the consumer into accepting the agreement/agreeing or for their details to be taken for lead generation
- Telling the consumer that it was compulsory to accept or making a consumer feel that they had no choice but to accept
- Pressuring the consumer to accept the agreement on the basis of the cooling-off period when the consumer is not comfortable in accepting
- Pressuring a householder or business owner to accept when they are clearly distracted and unable to provide explicit informed consent
- Making a consumer feel the only way to make the Crew person cease the sales activity is to accept the agreement
- Claiming that everyone in the street/all other businesses are accepting and naming those consumers/businesses that have signed up
- Coaching a consumer through a verification call<sup>\$</sup> (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)
- Any other behaviour that a reasonable person would consider unconscionable, misleading, high pressure or fraudulent behaviour

#### Level 3 breaches – privacy

- Knowingly using consumer contact details from previous sales activity by the Crew person (or another Crew person) without the consumer having provided explicit informed consent for the Crew person 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 Crew person or third party
- Knowingly purchase, obtain or use consumer contact details from another Crew person based on that Crew person's (or another Crew person's) previous sales activity
- Using consumer's data without the consumer's explicit informed consent (see Level 3 Breaches Consumer Contact for further detail)
- Signing up a consumer that the Crew person had previously marketed to for a new offer without contacting the consumer and gaining explicit informed consent for the new sale
- Deliberately revealing a consumer's personal information to a person not authorised to receive that information

<sup>^</sup>Where a consumer agrees to an initial sale with a Crew person, this does NOT give the Crew person the right to use that data for a future purpose unless the consumer has given the Crew person 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 or internet provider or charity) is <u>not</u> permission for a Crew person to use their data for future sales activity or to provide that data to another person.

#### Level 3 breaches – contact at a consumer's home or business including telemarketing

- Ignoring a Do Not Knock notice (includes "No Canvassing" or "No Hawkers")
- 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.
- Phoning a consumer who is listed on the Do Not call register or failing to cease the sale once the consumer has advised that they are listed on the Do Not Call register
- Visiting or phoning outside of permitted hours without a prior appointment having been made independently (not by the Crew person personally)
- 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
- Failing to correctly disclose the purpose of the visit. You must comply with scripting to ensure you correctly disclose the purpose of the visit/phone call for any sales activity or lead generation activity
- Advising the consumer that you are not trying to sell anything if you are actually trying to get a consumer to enter into an agreement or to undertake lead generation activities
- Not leaving the premises when asked to do so
- Deliberately damaging the consumer's premises or their personal property or committing theft

# CORE TRAINING MODULE ANSWER SHEET

Name:		
SIDN	Date	<u>//</u>
Q1. Write each of these options in the correctDirect MailKiosk salesTelemarketingLead generation	eMarketing	Door to door to homes Digital Television
Covered by Sales Assured	Not covered	oy Sales Assured
Indicate (a) (b) (c) or (d) or True/False as	applicable	
Q2		
Q3		
Q4		
Q5		
Q6		
<ul><li>Q7. For D2D sales match the correct answer (a) No visits to occur (excludes shoppi (b) Between 9am and 6pm (c)) Between 9am and 5pm</li></ul>		
Monday – Friday	Saturdays	Sundays & P Hols
	-	
Q8	Q12	016
Q9	Q13	Q16
Q10	Q14	Q17
Q11	Q15	Q18 Q19
		Q19
PASS MARK = 18/20		QZU

### DOOR TO DOOR TRAINING MODULE ANSWER SHEET

Name:				
SIDN	Date	/	/	
Indicate (a) (b) (c) or (d) or True/False as applicable				
Q1				
Q2				
Q3				
Q4				
Q5				
Q6				
Q7				
Q8				
Q9				
Q10				
Q11				
Q12				
Q13				
Q14				
Q15				
Q16				
Q17				

PASS MARK = 15/17

### KIOSK/STREET TRAINING MODULE ANSWER SHEET

Name:				
SIDN	Date	/	<u> </u>	
Indicate (a) (b) (c) or (d) or True/False as applicable				
Q1				
Q2				
Q3				
Q4				
Q5				
Q6				
Q7				
Q8				
Q9				
Q10				
Q11				
Q12				
Q13				
Q14				
Q15				

### TELEMARKETING TRAINING MODULE ANSWER SHEET

Name:		
SIDN	Date	<u> </u>
<ul> <li>Q1. For telemarketing match the correct a</li> <li>(a) No calls to occur</li> <li>(b) Between 9am and 8pm</li> <li>(c)) Between 9am and 5pm</li> </ul>	answer to each box:	
Monday – Friday	Saturdays	Sundays and P/Hols
Q2		
Q3		
Q4		
Q5		
Q6		
Q7		
Q8		
Q9		
Q10		
Q11		
Q12		

### MANAGER/IBU PRINCIPAL MODULE ANSWER SHEET

Name:\_\_\_\_\_

SIDN \_\_\_\_\_ Date \_\_/ \_\_\_/

# UNDER DEVELOPMENT