

Consumer Statement of Rights

Victorian Energy Upgrades program



As a consumer, you must be informed of your rights and obligations before entering into a contract for provision of upgrades under the Victorian Energy Upgrades program.

These rights, including those set out below, affect how people and businesses must engage with you as part of the program, even if you do not pay for the products or services supplied.

Misleading or deceptive conduct

A person or business must not engage in conduct that could mislead you about the products or services provided to you as part of the upgrade. This includes anything they say about product quality or performance or the availability of spare parts.

Unconscionable conduct

A person or business must not 'act unconscionably'. This means:

- They must give you time to read a contract and ask questions about it.
- They cannot pressure you into an upgrade, take advantage of you for any reason or ask you to sign a blank contract.

Consumer guarantees or warranties

When a person or business provides you with a product or service, both they and the product manufacturer must guarantee that those products or services meet a certain minimum standard.

Any products supplied as part of the VEU program must:

- meet a level of acceptable quality and performance
- match any description
- meet any other warranties (e.g. a manufacturer's guarantee)
- be fit for any specified purpose
- match any sample or demonstration model
- be theirs to sell.

Any service provided as part of the VEU program must be:

- done with due care and skill (providers must take care to avoid any loss or damage)
- done in a reasonable time
- fit for purpose.

Refunds, repairs and replacements

If a product supplied does not meet a consumer guarantee, the person or business that supplied it must provide a refund, repair, replacement or other 'remedy' as follows:

- Minor issue: they must repair it within a reasonable timeframe or provide you with a refund.
- Major issue: if the product cannot be fixed or fixing it would take too long – you can choose to return the product for a refund or exchange, or keep it and be compensated for any drop in value.

Contract terms

A person or business cannot create a contract with you for an upgrade that allows them to:

- change the contract without telling you
- avoid responsibility if things go wrong
- avoid liability for negligence
- charge fees not related to costs incurred.

Other consumer rights and where to get help

You also have rights under the VEU code of conduct as summarised in the VEET scheme consumer factsheet (download from <https://www.energy.vic.gov.au/households/victorian-energy-upgrades-for-households/about-the-veu-program>). If an issue arises with a product or service provided to you as part of the VEU program, you should contact the accredited provider. Accredited providers must take reasonable steps to resolve your complaint within 20 business days. If this requires fixing or replacing a product installed, this must meet the program requirements.

If the accredited provider does not assist you, or you do not know who they are, you should contact the Essential Services Commission by email at veu@esc.vic.gov.au or call (03) 9032 1310.

This document provides general guidance and does not constitute legal or other professional advice.

