

As a consumer engaging in the Victorian Energy Upgrades (VEU) program, you have rights. These rights affect how people and businesses must engage with you as part of the VEU program, even if you do not pay for the products or services supplied.

Some of these rights include:

### Misleading or deceptive conduct

A person or business must not engage in conduct that could mislead you about the products or services you're provided with as part of the upgrade.

This includes anything they say about **product quality or performance**, the **availability of spare parts**, etc.

### 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. They cannot **take advantage of you** for any reason or ask you to **sign a blank contract**.

### Refunds, repairs and replacements

If a product supplied does not meet a consumer guarantee, the person or business which supplied it must provide a refund, repair, replacement or other 'remedy'.

If the issue is minor, **they must repair it** within a reasonable timeframe or provide you with a refund.

If it is a 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.

### Consumer guarantees or warranties

When a person or business provides you with a product or service as part of the VEU program, 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**
- **Not be repossessed** from you.

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**.



## Doorknocking and telemarketing

Any salesperson who initiates contact with you must follow certain rules.

- Doorknockers can only knock at certain times and telemarketers can only call at certain times
- They must tell you their name, who they work for and why they have approached you
- They must give you a copy of any agreement in writing
- They must also respect your **'cooling-off' rights** – you can change your mind and cancel the contract for any reason without penalty within 10 business days.

For more information, see the VEU [consumer information resource](#).

*It is the responsibility of accredited persons and scheme participants to comply with the Code of Conduct at Schedule 6 to the Victorian Energy Efficiency Target Regulations 2018. This Statement of Rights is a template prepared by the Essential Services Commission for general guidance only, it does not constitute legal or other professional advice and should not be relied on as a statement of the law.*

To contact the  
Essential Services  
Commission

[www.esc.vic.gov.au](http://www.esc.vic.gov.au)

[veu@esc.vic.gov.au](mailto:veu@esc.vic.gov.au)

(03) 9032 1310



## Unfair terms in contracts

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.

This includes a verbal contract, a signed document, an agreement over the phone or clicking 'I agree' on a website.



Name of installer:

Smart Energy Upgrades

Name of  
accredited person  
creating VEECs:

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## VEU code of conduct

You also have rights under the [VEU code of conduct](#). You can learn more about these rights in the commission's VEU [consumer information resource](#).

If an issue arises with any product or service provided to you as part of the VEU program, you should **contact the accredited person** you're working with. If they do not assist you, or you do not know who they are, you should **contact the Essential Services Commission**.

Accredited persons must ensure **all reasonable steps are taken to resolve your complaint** within 20 business days.

If this requires fixing or replacing a product installed under the VEU program, they must ensure this is done in accordance with the program requirements.