

Addition/Amendment	Code Heading	Code Clause	Original Code Clause Wording	Proposed Code Clause Wording	Notes on Proposed Change
Addition	Point of Contract	2.1.6 (a)	New clause	all terms and conditions of the contract and these must comply with the Code	The addition of this subclause requires that the written contract provided to the consumer includes all the terms and conditions of that contract. This subclause has moved all other subclauses in this section.
Amendment	Point of Contract	2.1.6 (f)	a site-specific full system design including the proposed roof plan (sketch or diagram is acceptable), orientation and tilt, expected efficiency losses due to shading, and the system's site-specific estimated energy yield, i.e. average daily performance estimate in kilowatt hours (kWh) for each month of solar generation.	a site-specific full system design including the proposed roof plan (sketch or diagram with measurements is acceptable), array orientation and tilt in degrees, expected efficiency losses due to shading, inverter location and the system's site-specific estimated energy yield, i.e. average daily performance estimate in kilowatt hours (kWh) for each month of solar generation.	This subclause has been amended to require that the performance estimate be compliant with the CEC Design Guidelines. These are common areas of dispute between solar retailers and consumers and are updated to provide further clarity.
Amendment	Point of Contract	2.1.6 (g)	Full disclosure of all assumptions made in relation to systems and finance offerings including: (i) System design, performance and output assumptions; (ii) Financial savings including STC financial incentives, savings relating to return on investment, income and energy prices	Full disclosure of the method of all estimations made in relation to system outputs and financial benefits including: (i) Estimates of import and export tariffs (ii) System design, performance and output assumptions (iii) STC financial incentives and rebates (iv) Estimated return on investment in years and subsequent future savings	This subclause has been expanded to require that the method of estimation for system output and financial benefits representations are disclosed. This provision has been expanded to help ensure better understanding and transparency between both parties at point of contract.
Amendment	Point of Contract	2.1.10	Any requirement to provide a document or information in writing can be met in electronic form, or to provide a signature can be met in electronic or verbal form	Any requirement to provide a document, or information, or signature in writing can be met in electronic form. Any document which forms part of the contract must be provided to the consumer in a non-editable, i.e. hard copy or pdf.	This requirement was amended to ensure there is a common point of reference for a contract rather than referencing online terms and conditions which may be subject to change over time.
Amendment	Prior to signing the contract	2.1.12	Before the contract is signed the Signatory must provide the consumer with the address of the local office or showroom, or a telephone number where any queries can be answered.	Before the contract is signed the Signatory must provide the consumer with an address and a telephone number where any queries can be answered.	The requirement to provide the address of a "local office or showroom" has been removed as it is recognised that retailers may not have such premises.
Amendment	Prior to signing the contract	2.1.14	Signatories must clearly explain the process surrounding the payment and trade of STCs, including where relevant, the provision of accurate information about the operation of the STC Clearing House (i.e. that STCs in the Clearing House are only sold when there is a buyer, there is no guarantee on how long they will take to sell, and consumers are not guaranteed \$40).	Signatories must clearly explain in writing the process surrounding the payment and trade of STCs, including where relevant, the provision of accurate information about the operation of the STC Clearing House (i.e. that STCs in the Clearing House are only sold when there is a buyer, there is no guarantee on how long they will take to sell, and consumers are not guaranteed \$40).	The original wording does not specify how this information should be provided. Fluctuations in STC prices are a potential source of disagreement between the Signatory and the consumer, and having the process in writing will protect both parties.
Amendment	Prior to signing the contract	2.1.15	Signatories must advise consumers that their electricity contract/tariff may change following installation of solar and that the consumer should contact their electricity retailer:	Signatories must advise consumers in writing that their electricity contract/tariff may change following installation of solar and that the consumer should contact their electricity retailer:	The original wording does not specify how this information should be provided. Changes in a consumer's electricity tariff after the installation of a solar PV system can result in consumer dissatisfaction. It is important that the retailer provide this information to the consumer in writing to avoid the potential of subsequent dispute.
Addition	Information to be provided to the Code Administrator	2.4.7	New clause	In the event of a change in control of a Signatory, the Signatory must notify the Code Administrator within 10 business days of the change. If the Signatory is not able to satisfy the Code Administrator that the Signatory has the necessary systems and procedures in place to ensure ongoing compliance with the Code, the Code Administrator may revoke the status as signatory to the Code. If the Code Administrator identifies a change in control which was not disclosed the signatory status may be revoked.	This clause has been added to ensure a level of control over the ongoing provision of signatory status due to the rigorous background checks that are conducted at the application stage, but may be circumvented if a significant change to the business structure occurs but there is no avenue to address any potential impacts of these changes.
Addition	Training and promotion of the Code	2.4.18	New clause	The system design must comply with CEC Accreditation Guidelines and manufacturer's requirements.	A new clause has been added after section 2.4.17 to state that system design provided to the consumer must comply with CEC Accreditation Guidelines and manufacturer's requirements. While section 2.4.17 already requires that the signatory employ accredited designers for all system designs, non-compliant design remains a common feature of consumer complaints as it can affect the estimated performance and layout of the Solar PV system, and this addition seeks to address this.
Addition	Breach matrix	3.5.3	The table below indicates the severity of the breaches. In order to proactively target systemic issues in the industry, the breach levels can be altered at the discretion of the Code Review Panel. Any changes will be made in accordance with section 2.4.26.	The table below indicates the severity of the breaches. In order to proactively target systemic issues in the industry, the breach levels can be altered at the discretion of the Code Review Panel. Any changes will be made in accordance with section 2.4.26. The Code Administrator may exercise discretion to lower a breach severity level if it is deemed appropriate in an investigation.	This provision has been added to account for the different ways in which a particular breach can occur – e.g. if a signatory contravenes the Code in circumstances which are of low impact to consumers or program integrity and the strict application of the Code would see a sanction imposed which is impractical or excessive under those circumstances.

Amendment	Sanctions	3.6.3	Where a major breach has been made, Signatories will be given an opportunity to rectify the breach within a reasonable timeframe, in accordance with a determination by the Code Administrator/Code Review Panel. (a) If the breach is not rectified during this time, the breach will be publicly listed on the CEC website and in the Code Annual Report, identifying the name of the Signatory involved. (b) If the breach is rectified during this time, the breach will be publicly listed on the CEC website and in the Code Annual Report, but will not name the Signatory involved (i.e. de-identified listings of major breaches will be published in order to advise customers of issues prevailing in the sector)	Where a breach has occurred, the Signatory will be given a reasonable time period to respond to the Code Administrator's requested actions to remediate the breach, in accordance with the Code Administrator's Compliance Procedure.	This clause has been amended to refer the Compliance Procedure rather than 3.6.3 (a) and (b) which do not provide the Signatory with adequate detail relating to how breaches of the Code are addressed.
Addition	Application Process	4.1.1 (d)	New subclause	PV retailers wanting to sign on to the Code will need to complete the following steps: (d) provide declarations relating to company history and key stakeholders;	This subclause has been added to reflect the declarations that the applicant makes during the application process.
Amendment and Addition	Application Process	4.1.2	Based on the information submitted by the applicant, the Code Administrator will make an assessment as to whether the application sufficiently demonstrates that the applicant retailer complies with the Code and has the systems and procedures in place to ensure ongoing compliance.	Based on the information submitted by the applicant, and further information gathered by the Code Administrator in the application process, the Code Administrator will assess whether the application has sufficiently demonstrated that the applicant retailer complies with the Code. Applications unable to meet this requirement may be rejected. If the Code Administrator determines that the applicant's response to adverse findings does not sufficiently demonstrate compliance with the Code or assurance that the necessary systems and procedures are in place to ensure ongoing compliance, the Code Administrator may reject the application	This amendment makes it clear that the Code Administrator is able to reject an application based on the information provided in an application and information gathered by the Code Administrator during the application process. The additional section of clause 4.1.2 stipulates that the Code Administrator is able to reject an application based on the applicant's response to any adverse findings under section 4.1.1 (g).
Amendment	Application Process	4.1.3	Incorrect or incomplete information submitted by an applicant may lead to the delay or rejection of an application	Incorrect or incomplete information submitted by an applicant, including the information supplied in the declarations required by section 4.1.1(d) above, may lead to the delay or rejection of an application.	This clause has been amended to refer specifically to the new clause at 4.1.1 (d) relating to the declarations which the applicant makes during the application process.
Amendment	Glossary and Definition	5.1	Contract – An agreement made between two or more parties (for example, a retailer and a consumer) to supply goods or services relating to a solar PV product, that is intended to be legally enforceable. Contracts can be made in writing or orally.	Contract – An agreement made between two or more parties (for example, a retailer and a consumer) to supply goods or services relating to a solar PV product, that is intended to be legally enforceable. Contracts can be made in writing or orally. A contract may be a written quote that has been accepted by the consumer orally by text or email notification.	This amendment has been introduced to include quotes that have been accepted by the Consumer.