

Footscray Community Legal Centre Inc.

ABN 57 056 348 794 Reg No. A0020395F

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28 June 2007

Australian Energy Market Commission
PO Box H166
Australia Square, NSW 1215

**Re: Review of the Effectiveness of Competition in Gas & Electricity Markets
Response to Issues Paper No 1**

Please find enclosed Submission prepared by Footscray Community Legal Centre and
Essendon Community Legal Centre.

An electronic PDF file copy was sent to the AEMC via email on 29th June.

Yours sincerely



Esther Gregory
Project Manager
FOOTSCRAY COMMUNITY LEGAL CENTRE
& FINANCIAL COUNSELLING SERVICES

Footscray Community Legal Centre Inc

ABN 57 056 348 794

Reg No. A00200395F

Retail Competition Review of the Effectiveness of Competition in Gas & Electricity Retail Markets

Response to the Issues Paper

Submission to the Australian Energy Market Commission

29th June, 2007

Submission prepared by:

**Footscray Community Legal Centre
& Financial Counselling Services Inc.**

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Essendon Community Legal Centre Inc.

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Introduction

Our aim is to increase choice for both domestic and industrial consumers. Market place competition plus greater power in the hands of consumers will return benefits to both households and business as they gain greater freedom to choose products, prices and suppliers to suit their preferences. Maximum customer choice is designed to ensure that consumers obtain benefit for themselves rather than the benefits of greater efficiency flow to those able to exploit monopoly rent. (Vic. Treasurer Alan Stockdale, (1994:5)¹.

The Footscray Community Legal Centre and the Essendon Community Legal Centre welcomes the opportunity to comment on questions raised in the 'AMEC 2007 Review of the Effectiveness of Competition in Gas & Electricity Retail Markets Issues paper.'

This submission identifies current issues and concerns related to particular marketing strategies employed by gas and electricity retailers. It is based on the experience of consumers. We conducted a survey of consumers (local residents), and identified a failure by retailers to obtain 'informed consent'. We believe an effective and competitive energy market is not possible if consumers are not well informed. The direct participation of informed consumers is crucial to the development of an effective competitive energy market. A robust consumer protection framework is fundamental to protect, inform and include consumers and ensure effective competition within the energy market.

Background

Since the introduction of Full Retail Competition in 2002 community legal centres and community financial counsellors in Victoria have been regularly contacted by gas and electricity customers seeking assistance to resolve issues related to gas & electricity domestic supply or contract issues. It has been reported that financial counsellors could tell when door-to-door marketing had occurred because of an increase in clients who found themselves with contracts they did not believe they had agreed to. (2004, Financial & Consumer Rights Council, Victoria)²

In the past 12 months casework studies collected by both the *Essendon Community Legal Centre* and the *Footscray Community Legal Centre & Financial Counselling Service* indicate a lack of consumer awareness about the status of 'deemed', 'standing offer', 'default' or 'market' contracts.³ Similarly consumers appear to lack awareness of their legal contractual obligations when 'switching' retailers.

The Victorian ***Energy Retail Code s19*** regulates specific obligations related to retailers obtaining 'explicit informed consent' from customers when marketing new contracts.⁴ In recent years the community legal and financial counselling sector in Victoria has reported numerous cases to the Energy & Water Ombudsman Victoria related to the failure of door-to-door retailers to ensure explicit informed consent is obtained from consumers (EWOV

¹ 1995 Stockdale, A

² 2004, Power Markets & Exclusion, Financial & Consumer Rights Council Victoria

³ Dufty, Gavin, Submission to Essential Services Commission, 2004, St Vincent De Paul, Melbourne

⁴ 2005, page 34 Energy Retail Code, Victorian Government Printer

Bulletin 2005).⁵ This serves to give emphasis to the importance of regulated consumer protections in relation to the supply of essential domestic gas and electricity services.

This submission is based on the findings of a **Consumer Survey** of local residents residing in public housing estates within the inner western region of Melbourne. The survey was conducted on the 21st June, 2007 by the *Footscray Community Legal Centre* and the *Essendon Community Legal Centre* in association with the *Consumer Action Law Centre*, the *Consumer Utilities Advocacy Centre* and the *Tenants Union of Victoria*.

Rationale

In response to issues raised in the AEMC Issues Paper related to gas and electricity retail marketing strategies, the Consumer Survey was conducted in order to provide a voice to vulnerable and low income consumers about their experiences of door-to-door marketing. (Appendix 1)

In short, in order to address questions raised in the AMEC Issues Paper, consumer survey questions were based on issues arising in casework presenting to Community Legal and Financial Counselling Services. Specifically, these issues are concerned with:

1. A customer's ability to freely and easily exercise informed choices among a number of competing suppliers'.
2. The relationship between customer 'switching' and marketing activity
3. Whether the structure and operation of the market contributes to customer vulnerability
4. Whether retailers clearly and accurately communicate information to customers about their market offers.

(AMEC Issues Paper, May 2007)

Methodology

The Essendon and Footscray Community Legal Service

- developed a Survey questionnaire comprising 8 open-ended questions based on existing consumer case studies.
- conducted a random door-to-door Survey of local residents residing in public housing estates located in the inner western region suburbs of Ascot Vale and Braybrook in Melbourne.
- all residents surveyed had been approached by a door-to-door retail sales representative within the past 12 months.
- the Survey was conducted between 5pm & 7pm by sixteen interviewers on the evening of 21st June 2007.
- all respondents were provided with written information explaining the purpose of the Survey and providing the Project Managers contact details.
- all respondents were assured that their responses were confidential and that they would not be identified in any report of the findings.
- Residents who declined to participate in the interview were not counted

Limitations

Limitations of the statistical validity of the survey sample are acknowledged. The survey was conducted to collect relevant data for the purpose of responding to the 'Issues Paper' within the timeline provided by the AMEC.

⁵ 2006, EWOV Resolution 22 Energy & Water Ombudsman, Victoria, (January to June 2006)

The overall purpose of the Survey was to cold-canvas local residents in order to elicit:

- An unbiased account of current door-to-door approaches to the marketing of gas & electricity supply.
- Consumer satisfaction or dissatisfaction with door-to-door retail gas & electricity sales approaches.
- Reasons why consumers 'switch' retailers.
- Consumer satisfaction or dissatisfaction with 'switching retailers'.

Report of findings

The overall objective of the Survey is to identify issues related to door-to-door marketing of gas and electricity contracts and retailer compliance in obtaining explicit informed consent.

Part 1 - provides a descriptive overview of the outcomes of the Consumer Survey relating to respondents who declined a market offer following discussion with the sales representative.

Part 2 - details and discusses typical 'case studies' provided by Survey respondents who had switched retailers and were dissatisfied.

Findings : Part 1 (over page)

Table 1 (over page) provides overview responses to the Consumer Survey.

Table 1 (a) shows that a total of 65 respondents agreed to participate in the survey across two survey sites.

Table (b) shows both the number of clients who agreed to talk to a retail sales representative and subsequently declined a 'door-to-door' offer and the number of clients who 'switched' retailers.

Table(c) shows the reasons why respondents declined the offer.

Table 2 shows respondents' reasons for signing a new contract

Overview Survey outcomes

Table 1

(a)

	Residents who signed New Contract	Residents declined Offer	Total
Maribyrnong (Braybrook)	20	6	26
Moonee Ponds (Ascot Vale)	19	20	39
	39	26	65

(b) Residents: satisfaction with new retail contracts

	Not satisfied	Satisfied	Not sure	Total
Maribyrnong (Braybrook)	13	4	2	19
Moonee Ponds (Ascot Vale)	14	5	1	20
	27	9	3	39

(c) Residents reasons for declining new contract offer

	Happy with Current retailer	Inadequate or Confusing information	Aggressive Sales Pressure	Total
Maribyrnong (Braybrook)	2	2	2	6
Moonee Ponds (Ascot Vale)	4	9	5	20
				27

Table 2

(a) Reasons for residents 'switching' (ie) taking up new retail contract offer

	Maribyrnong Braybrook	Moonee Ponds Ascot Vale	
Informed by sales Rep. price cheaper	5	5	
Green Energy	4	3	
Unhappy with existing retailer	3	4	
Bonus/Voucher Offered	5	4	
Sales Pressure	4	2	Total 39

Findings Part 1: cont.

The survey revealed that a minimum of four different major energy retail companies had door knocked residents in the past 12 months.

Lack of consumer awareness / consumer vulnerability

In general respondents who had both declined a 'door-to-door' offer and those who 'switched' retailers revealed a lack of knowledge about the difference between 'deemed', standing offer' or market contracts. The survey indicated that most respondents were interested in price benefits and/or were sensitive to the environmental benefits of 'green power'.

Price sensitivity also informed those residents who were motivated to 'switch' because of 'bonuses, voucher rebates or gifts'.

Importantly an equal number of respondents revealed that they 'switched' retailers as a consequence of 'sales pressure' and in all cases indicated that they did not fully understand the contractual implications.

None of the survey respondents stated that they had compared their existing retailer pricing tariffs with the new retail contract offer tariffs.

45 clients indicated that they were not invited to read documentation before signing offers nor did the sales representative leave documentation about the offer for the consumer to read.

Reasons for declining offer

Of the 26 respondents who declined to 'switch' retailers the majority reported that they found the sales representatives.

- Were aggressive or 'rude' toward consumers or 'pressured' consumers to sign new contract offers
- Did not speak English well
- Were confusing and could not adequately answer consumers questions in regard to pricing or obligations
- Were too vague and or confusing

5 respondents reported that they found the sales representative friendly and helpful however they determined that they did not want to 'switch' and/or were happy to stay with their existing retailer.

Dissatisfaction with new contract retailer

Of the 39 respondents who 'switched' retailers 27 consumers reported that they were dissatisfied with their decision.

The majority of those dissatisfied reported that they did not believe that their gas and/or electricity bills were cheaper (as indicated by the sales representative) or did not believe they gained particular pricing advantages because of bonuses or rebate vouchers. (Note: no residents considered the possibility that increases in their energy consumption may have been responsible for minimal or increased price changes – indicating that consumers are not well informed about tariff pricing charges, supply charges and consumption variables)

5 respondents complained that transferring from their existing retailer to their new retailer resulted in them receiving 'double bills'. This means that the final bill from their previous retailer took three to four months to be finalised and sent, during which time they had received a bill from their new retailer. For a minority of customers this double billing caused financial hardship.

2 respondents complained that they did not receive a bill from their new retailer for a period of over six months.

3 respondents stated that they had cancelled the 'contract' within the cooling off period and 3 respondents reported that they had 'switched back' to their original retailer after the cooling off period because they were 'unhappy' with the new retailer.

6 respondents commented that they 'switched retailers' as a consequence of sales pressure and were 'not any better off' or were unhappy with the new retailer.

7 respondents stated that they were not aware that they had signed new contracts with the new retailer until they received a bill from the new retailer. They believe they were misled by the sales representative or misunderstood the sales representative. All seven stated that they did not seek to cancel the contract or complain.

Satisfied consumers

The 5 satisfied consumers were those who opted to 'switch' retailers for environmental reasons – that they consciously opted for 'green energy' on the basis that they were believed that they were actively contributing to reduce carbon emissions.

For those consumers price sensitivity was not the motivating reason for 'switching'. However they were vulnerable to believing assertions made by the retailer in respect to 'environmental benefits'.

2 respondents reported that their energy bills had reduced marginally and they were happy with their new retailer.

Consumer cynicism

Overall respondents did not indicate an appreciation of benefiting from choice or competition in the energy market.

A number of respondents indicated that they were cynical about the differences between retailers and pricing benefits and had low expectations of consumer benefits.

Summary

The *AMEC Issues Paper* emphasises that effective competition is measured not only by the number of retailers marketing sales contracts. The Commission also emphasises the importance of consumers having access to information which allows them to effectively compare price and non-price alternatives and to have accurate information about products and services being offered by retailers.

Further, the *AMEC Issues Paper* noted that the 2004 Victorian Essential Services Commission review of gas and electricity markets had successfully engaged in active competitive marketing 'without evidence of systemic, misleading or anti-competitive market conduct'⁶.

In Victoria the Energy Retail Code (s19) regulates that all retailers must obtain 'explicit informed consent' prior to signing consumers to new market contracts.

The survey reveals a lack of knowledge and/or information related to deemed, default, standing offer and market contracts. Consumers cannot reasonably make informed choices or product and service comparisons if retailers do not provide this information.

⁶ 2007, Review of the Effectiveness of Competition in Gas & Electricity Markets, Issues Paper No 1 (AEMC)

The aim of this consumer survey was to test the experience of community legal services and financial counsellors in Victoria in relation to their concerns for unconscionable targeting of consumers via door-to-door sales.

The survey provides evidence of active door-to-door **targeting** of vulnerable and low-income consumers in public housing estates by a minimum of four energy retailers. The survey indicates that sales representatives are inadequately trained, possess a poor knowledge of the product and services they are retailing, fail to provide documentation, price comparison information and information about cooling off periods. We would argue that a recurrent failure to obtain 'explicit informed consent' when signing consumers to new contracts demonstrates that systemic anti-competitive marketing strategies are being actively employed by gas and electricity retailers.

Findings Part 2 – discussion of survey case studies

The following case studies are typical of survey responses of the 38 (of 65) residents surveyed who elected to 'switch' retailers based on door-to-door sale offers.

The cases demonstrate the systemic failure of door-to-door retail sales representatives to provide adequate information or genuine price comparison information to consumers and to obtain 'Explicit Informed Consent' when signing consumers to new contracts. A majority of these consumers complained that they received no financial benefit (cheaper bills) as a consequence of changing retailers. A number were in fact financially disadvantaged because they were required to pay out termination fees with existing retailers.

The following case studies have been selected because they demonstrate misleading conduct on behalf of sales representatives resulting from their failure to advise customers of 'termination or exit fees' or pricing formulas on which 'discounts' are based, and the use of the term 'offer' rather than contract when asking consumers to sign new contracts.

Case study 19 Resident X (Braybrook)

Ms X –was approached by door-to-door sales representative – (Retailer B). She stated that the sales representative was friendly but had a strong accent and was difficult to understand. She stated that the sales representative told her that he could offer her 'cheaper gas & electricity' bills. She stated that she was interested to talk to the sales representative because she had seen advertisements on television for the company.

Ms X said the sales representative told her that Retailer B could offer cheaper electricity prices as compared to her existing retailer (Retailer A). She disclosed that she was price sensitive because her sole income derived from her 'Pension'. The retailer did ask her if she was on a deemed, standing offer, default or market contract. The retailer did not provide her with any price comparison information or documentation. He said he could offer her a 5% discount on her current bills and that she could cancel the contract at any time. He did not ask to see any of her current electricity bills. He did not disclose a termination fee or a cooling off period. She stated that she signed 'the offer' without reading any 'terms or conditions'.

Seven months later she was unhappy with the new company because her bills seemed marginally higher and she did not think her consumption had increased. She was door-knocked by a sales representative from her previous electricity retailer and elected to 'switch' back. She was offered a \$40 voucher by Retailer A and is satisfied, although again, she was not provided with documentation or product or price comparisons before she signed a contract with her old retailer. Note: She received an \$80 termination fee invoice with retailer B. She did not query or complain to retailer B and paid the fee.

Issues arising: Retailer B informed the Ms X that her electricity bills would be cheaper than her current retailer without providing any genuine price comparison with her existing retailer. He simply stated that Retailer B offered a 5% discount on their on tariff prices. He misled Ms X by advising her that she could 'cancel' the contract at any time yet omitted to advise that a termination fee applied. He did not explicitly explain to Ms X that she was signing 'a contract' – she stated that the term 'offer' was used and that she did not understand she had entered into contractual obligations.

Resident Y Case study 27 (Ascot Vale)

Resident Y was approached at home by Retailer D. Resident Y reported that they had been approached by at least 4 energy sales representatives over previous 12 months.

- Retailer D advised resident Y that the 'State would change all consumers to "Green Energy eventually".
- Sales rep. advised resident that if she signed contract with Retailer D for 'Green Energy' ahead of 'Government changes' she would benefit?
- Retailer advised her she would be given a free DVD.
- Retailer D asked resident for 4 bills from her existing energy retailer to compare prices.
- She provided an existing bill and the sales representative told her that her bills would be cheaper with Retailer D.
- **After** the resident signed the 'offer' (contract) he gave her written documentation and information.

After the sales representative left - Resident Y read the 'paperwork' although she was not provided with 'a copy of the signed contract'.

Resident Y contacted Retailer D and cancelled contract within three days.

Resident Y discovered the sales representative had 'lied' about the government introducing 'mandatory' Green Energy supply.

Resident Y contacted other residents of the housing estate to warn them about Retailer D.

Issues Arising:

Sales representative appears to have 'misled and misinformed' resident about the mandatory introduction of 'Green Energy'. Sales representative misled client about 'cheaper pricing of product' and offered DVD gift incentive to sign.

Case study 24: Resident Y (Braybrook)

Ms Y was approached at her home by Retailer C.

- She was advised by the retailer that he could offer her 'cheaper electricity and gas' as compared to her existing retailer.
- She was offered a \$40 voucher as an incentive to accept the offer.
- The sales rep did not provide her with any written product or service information or a copy of the 'offer' she signed.
- Ms Y stated the sales representative 'spoke poor English and was difficult to understand'.

Ms Y stated that she was 'unhappy' with her decision to 'switch'. She stated that her bills were not 'cheaper' and she did not receive a '\$40 electricity voucher' as stated. She believed that the 'sales representative lied to her'.

Issues arising

Resident does not believe she received any financial advantage as a consequence of 'switching retailers' and did not receive her (\$40 rebate) as assured by Retailer C. She stated that she was misled by the sales representative and did not know if her new contract was subject to an 'exit fee'. She was not provided with the terms and conditions of her contract.

Resident Q (Ascot Vale)

Ms Q was approached by sales representative Retailer F who advised that she would obtain a significant 'price discount if she 'switched retailers'. She was told she would 'get a discount because of her disability'?

- *Ms Q signed a new offer with Retailer F and had requested fortnightly payments by direct debit because she had previously paid 'Easyway' instalments with her previous gas and electricity retailer.*
- *Ms Q stated she had problems with the 'transfer' and had subsequently organised to have her gas and electricity instalment payments paid directly from her Pension 'Centrelink' at no financial charge.*
- *Ms Q stated that she still had problems with Retailer F continuing to debit her bank account.*
- *Ms Q stated that her contract with her new retailer (Retailer F) was subject to an 'exit fee'*
- *She stated that she was prepared to pay 'termination' to cancel the contract and 'get rid of the problem'.*
- *Ms Q was not aware that she could contact the 'Energy & Water Ombudsman to assist her.*

Issue arising: financial disadvantage

Ms Q does not believe her bills have been 'discounted' or are cheaper because of her disability. She receives her concession entitlements and she now believes that Retailer F misled her by indicating she would receive further concessions. She has been financially disadvantaged by agreeing to a 'direct debit' payment arrangement with Retailer F and has experienced difficulties cancelling her direct debit agreement. Ms Q has in fact been financial disadvantaged by 'switching retailers'.

Case study 19 Resident W (Ascot Vale)

Mr W stated he had been approached previously by a minimum of three door-to-door energy sales representatives within the previous 12 months. Retailer E representative advised Mr W that he would obtain a 5% discount on energy bills if he 'switched' retailers in addition to a 'shopping voucher'. Mr W accepted offer and signed the contract. Mr W states that Retailer E left him an information pamphlet for Retailer E but no copy of terms or conditions etc. Retailer E did not ask about the type of contract Mr W had with his existing retailer or query whether Mr W was subject to an exit fee with his existing retailer.

Mr W stated that he was unhappy with his decision to 'switch' to Retailer E. He was required to pay an \$80 termination fee with his existing retailer and did not get 'shopping voucher'.

Issues Arising – No financial advantage

Mr W believes his bills are not cheaper as a consequence of switching retailers and he was further disadvantaged by having to pay a termination fee out on his previous retailer because he 'switched'. He was not advised by the sales representative and believes he was 'mislead' because of the failure of the sales representative to warn him or query the cost associated with changing retailers.

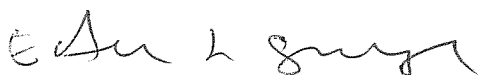
Summary

A recurrent theme for most of the 38 residents who 'switched' retailers clearly indicates that consumers are not aware that signing an 'offer' is the same as signing a contract. Many were not aware of the application of termination or exit fees applying to new contracts. With a minority of exceptions most consumers are not aware of tariff pricing and supply charges. Most did not consider variables such as increased consumption varying their bills. Energy market retailers seem to take advantage of consumer ignorance rather than educate consumers to make informed choices.

In Victoria the *Code of Conduct for Marketing of Retail Energy* and the *Electricity Customer Transfer Code* were reviewed and amended in 2004 Code to regulate aspects of the processes by which consumers change their electricity retailers. The majority of consumers surveyed provide testimony that retailers are not complying with these regulations resulting in energy consumers being potentially disadvantaged by Full Retail Competition.

Conclusion

In Victoria, consumer protection, retail marketing and consumer hardship are regulated. Despite regulation the energy market has failed to demonstrate its capacity to self-regulate and comply with basic marketing disclosure requirements. In order for the energy market to be generally considered effective, consumer protection and the delivery of consumer benefits must be explicit objectives for energy regulators. Energy regulation must be transparent, vigilant, proactive, well-resourced, vested with appropriate powers and publicly accountable. The regulation of marketing strategies, activities and retailer compliance is crucial to the development of a genuinely effective competitive energy market.



Esther Gregory
Project Manager

**FOOTSCRAY COMMUNITY LEGAL CENTRE
& FINANCIAL COUNSELLING SERVICES**

Tim Bloxsome

Community Legal Education Officer
ESSENDON COMMUNITY LEGAL CENTRE

References:

1. 1995 Stockdale, A in Sharam A, (2005), *Power of Last Resort*, Swinburne School of Policy and Research, Melbourne
2. 2004, *Power Markets & Exclusion*, Financial & Consumer Rights Council, Victoria
3. 2004, Duffy, Gavin, *Submission to Victorian Essential Services Commission*, St Vincent De Paul, Melbourne
4. 2004, *Energy Retail Code*, Victorian Government Printer
5. 2006, *EWOV Resolution 22* Energy & Water Ombudsman, Victoria, (January to June 2006) Melbourne
6. 2007, *Review of the Effectiveness of Competition in Gas & Electricity Markets, Issues Paper No 1* (AEMC)
7. 2006, Brody, G, *Consumer Protections in the National Energy Market – The Need for Comprehensive Energy-specific Consumer Protections*, Consumer Action Law Centre, Melbourne.

Consumer Survey: 21 June 2007

Interview recorded:
 Suburb _____
 Street _____
 Date/time _____

Interview No _____

Hello,
My name is from..... We are local community workers conducting research with local residents about gas & electricity companies. Our project is seeking to find out about customers' experience of gas & electricity sales-people that have contacted you by coming to your house.

We want to know what we should tell the Government about electricity & gas retailers and their door to door sales and marketing practices.

We would like to ask you '8 confidential questions' about your experience with electricity & gas sales people.

Survey Questions

*Do not read out keywords in italic.

Keywords in italic are listed are to illustrate issues we expect the question to cover.

1. Are you the person in this household who usually makes decisions about electricity and/or gas contracts?

Yes / No

2. Over the last year, have you had any electricity and/or gas sales representatives knocking on your door?

Record approximately how many times.

3. In general, how would you describe that/those experience(s)?

(Key words/topics: do not read out)

- *Pressure* - *Friendly* - *Annoying* - *Aggressive* - *Informative*

- 4.a What information or contracts did the sales representative give you? *Describe*

- 4.b Did you understand the information they provided to you?

- 4.c Did they leave you with any written information?

5. Did you take up the offer made to you? Yes / No

Consumer

Survey: 21 June 2007

If yes – **Why did you decide to take the offer?**

Key words/topics: do not suggest to respondents

- Price Bonuses Green energy Cooling off
 Persistence by sales rep. Pressure Gifts

If no – **Why not?**

6. Have you later discovered anything about the offer or contract that wasn't clear to you at the time you took up the offer?

Key words/topics:

- payment arrangements - price -contract exit fees - bonuses

7. Do you think you made the right decision?

Is he/she satisfied with the product/contract?

8. Is there anything else you would like to mention?

Thank you very much for your time.

This information sheet is for you to keep (give respondent information sheet). It contains information about who we are & what the research is about.

Interview time _____

Footscray Community Legal Centre & Essendon Community Legal Centre

Research project: Energy Retailers' Door-Knocking Activity

Information to all Participants

21 June 2007

We are a group of consumer advocates from the **Footscray Community Legal Centre** and **Essendon Community Legal Centre**. In association with the *Consumer Utilities Advocacy Centre, the Consumer Action Law Centre, Tenants Union Victoria*, we are conducting a research project to find out what is like for consumers to be approached by electricity and gas sales representatives at home.

We are talking to local residents who have been door-knocked by energy sales representatives. We want to know what we should tell the government and the regulators about consumers' experience with this marketing practice. No one will be identified in any report on the project. We will report people's stories and comments in the project but we will not disclose anybody's name or any other personal details that could lead to identification.

After we have collected stories from households in **Ascot Vale** and **Footscray/Braybrook** we will write a report outlining the issues people have told us about. This report will be given to the Australian Energy Market Commission (AEMC) who is currently reviewing the effectiveness of competition in the Victorian energy market. This is a very important review and we wish to inform the AEMC about Victorian customers' experiences.

You should keep this important Information sheet. If you have any further questions about the project, you are welcome to telephone Esther Gregory on 9689 8444.

Complaints

If you have any complaint about the manner in which this research is conducted, please contact the project manager, Esther Gregory, at the Footscray Community Legal Centre:

Footscray Community Legal Centre

220 Nicholson Street

Footscray VIC 3000

Tel : (03) 9689 8444

Thank you, and