

CDR business consumers

Fact sheet

8 July 2024

Version Control

1 December 2023	Version 1	First version of fact sheet
8 July 2024	Version 2	New sentence at section 2.1 to clarify when an individual can be considered a CDR business consumer.

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1. Introduction

1.1. Consumer Data Right

The Consumer Data Right (CDR) gives consumers greater control over their data, enabling them to share their data with accredited data recipients to access better deals on everyday products and services.

A glossary of common terms is published on the [CDR website](#).

1.2. CDR business consumers

The *Competition and Consumer (Consumer Data Right) Amendment Rules (No. 1) 2023* (the Amending Rules) introduces new rules applying to a CDR business consumer.

A “CDR business consumer” is defined as a CDR consumer that an accredited person has taken reasonable steps to confirm either is not an individual or has an active ABN.¹

Under the Amending Rules, a CDR business consumer has two new functionalities in CDR that are not available to individual CDR consumers. These are:

- giving a “business consumer disclosure consent” (which enables CDR business consumers to share their data with a broader range of persons, including unaccredited third parties)²
- giving certain use and disclosure consents with a maximum duration of up to 7 years (up from the usual 12 month maximum).³

These changes are intended to support participation by a broader range of businesses in CDR by recognising that business consumers operate under different circumstances than individual consumers in relation to their data, and allowing business consumers to choose a consent duration that reflects their business needs.

1.3. This fact sheet

This fact sheet has been produced by the Australian Competition and Consumer Commission (ACCC). It provides CDR participants with information about how CDR business consumers can participate in the CDR and how they should be dealt with under the [Competition and Consumer \(Consumer Data Right\) Rules 2020](#) (CDR Rules).

1.4. Commencement

As of 28 November 2023,⁴ accredited persons may deal with CDR consumers in their capacity as CDR business consumers. This means accredited persons may:

- ask for business consumer statements (see section 2.3)
- ask for certain consents with an extended maximum duration of 7 years (see section 2.4)

¹ CDR Rules, Rule 1.10A(9).

² CDR Rules, Rule 1.10A(11).

³ CDR Rules, Rule 4.12(1A).

⁴ The Data Standards Chair made standards related to the business consumer provisions on 28 November 2023, for more information, see <https://github.com/ConsumerDataStandardsAustralia/standards/issues/333#issue-1955160879>. See also rules 1.10A(14) and 7.5A(5).

- ask for business consumer disclosure consents and make business consumer disclosures (see section 2.2).

2. CDR business consumers

2.1. Who is a CDR business consumer

A CDR consumer can be treated as a “CDR business consumer” once an accredited person has taken reasonable steps to confirm:

- the CDR consumer is not an individual, or
- the CDR consumer has an active Australian Business Number (ABN).⁵

The rules do not allow an individual without an active ABN to be treated as a CDR business consumer.

Before an accredited person makes a consumer data request on behalf of a CDR business consumer, it must take reasonable steps to confirm that the CDR consumer meets the above criteria. The steps required to confirm that a person is a CDR business consumer will depend on the circumstances. An example of what may be considered ‘reasonable’ is that the accredited person conducts a search on the [Australian Business Register](#) to confirm that the CDR business consumer has an active ABN at the relevant time.

Accredited persons should have processes in place to ensure that a CDR consumer continues to meet the above criteria for the full period in which they are treated as a CDR business consumer. This may include monitoring the CDR business consumer’s ABN to ensure it remains active at regular intervals.

2.2. Business consumer disclosure consents

A “business consumer disclosure consent” is a consent given by a CDR business consumer that authorises an accredited person to disclose CDR data to a specified person.⁶

Some examples of parties who CDR business consumers may be able to share data with under a business consumer disclosure consent include:

- bookkeepers
- software providers
- consultants
- other advisers who are not accredited persons or otherwise able to participate in CDR, such as those persons who do not fall within the professions eligible to be a trusted adviser under rule 1.10C of the CDR Rules.

When asking a CDR business consumer for a business consumer disclosure consent, an accredited person must invite the consumer to declare that the data is being shared for a business purpose by providing a business consumer statement⁷ (see section 2.3 for further information about business consumer statements).

⁵ CDR Rules, Rule 1.10A(9).

⁶ CDR Rules, Rule 1.10A(11).

⁷ CDR Rules, Rule 4.11(1)(bb).

A business consumer disclosure consent can only be given where a CDR consumer provides a business consumer statement (see section 2.3 below).⁸ An accredited person must receive a business consumer disclosure consent from a CDR business consumer before it can disclose the CDR business consumer's data to the person specified in the consent.

If a CDR consumer wishes to amend a business consumer disclosure consent they gave as a CDR business consumer, an accredited person must take reasonable steps to re-confirm that the CDR consumer is either not an individual or has an active ABN. The ADR must also request a new business consumer statement from the CDR consumer.⁹

When seeking a business consumer disclosure consent, accredited persons must also comply with the relevant [consumer experience data standards](#), including the [Disclosure Consent: Non-Accredited Person Disclosure Notification](#) standards.

See the [consumer experience guidelines](#) for further information. Specific guidelines on implementing business consumer disclosure consent are expected to be published soon.

2.3. Business consumer statements

A “business consumer statement” is a statement made by a CDR business consumer that certifies that certain consents are given for the purpose of enabling an accredited person to provide goods or services to the CDR business consumer in its capacity as a business (i.e. not an individual).¹⁰

Obtaining a business consumer statement is required for accredited persons that wish to rely on certain consents from CDR business consumers with the extended maximum duration of up to 7 years (see section 2.4 below). An accredited person must obtain this statement before using or disclosing CDR data on behalf of a CDR business consumer in that capacity.

A business consumer statement can only be given in relation to the following types of consents:

- use consents relating to the goods or services requested by the CDR business consumer
- trusted adviser (TA) disclosure consents
- insight disclosure consents
- business consumer disclosure consents.¹¹

A business consumer statement **cannot** be given in relation to the following consents:

- collection consents¹²
- AP disclosure¹³

⁸ CDR Rules, Rule 1.10A(11)(b).

⁹ See CDR Rules, Rule 4.12C(1) (including the example) and 4.12C(4).

¹⁰ CDR Rules, Rule 1.10A(10)(b).

¹¹ CDR Rules, Rule 1.10A(10)(a).

¹² The [Competition and Consumer \(Consumer Data Right\) Amendment Rules \(No. 1\) 2023 Explanatory Statement](#) (Explanatory Statement) explains this is because there is limited utility in extending the duration of a collection consent when the consumer would still need to give an authorisation to the relevant data holder every 12 months.

¹³ The [Explanatory Statement](#) explains that AP disclosure consents operate like authorisations, which retain the 12 month maximum duration.

- direct marketing¹⁴
- de-identification consents.¹⁵

When seeking a business consumer statement, accredited persons must also comply with the relevant [consumer experience data standards](#). See the [consumer experience guidelines](#) for further information. Specific guidelines on implementing business consumer disclosure consent are expected to be published soon.

2.4. Extended maximum duration for certain use and disclosure consents

The maximum duration of consents given by CDR business consumers varies:

- If the consent is one of the use or disclosure consents discussed in section 2.3 above that includes a business consumer statement, its maximum duration is 7 years.¹⁶
- Otherwise, the maximum duration of the consent is 12 months.¹⁷

This means that, even if a CDR business consumer has given one of the use or disclosure consents that includes a business consumer statement that has a maximum duration of 7 years, a related collection consent for the specified CDR data must still be renewed every 12 months.

When an accredited person seeks one of the use or disclosure consents discussed in section 2.3 above that includes a business consumer statement, they must allow the CDR business consumer to choose the period or duration of the consent.¹⁸ For these use or disclosure consents that include a business consumer statement, an accredited person must:

- not specify a period of time for the duration of the consent that is more than 7 years, and
- if specifying a period of time for the duration of the consent that is more than 12 months, give the CDR business consumer the option of choosing a period of 12 months or less.¹⁹

In addition, the data minimisation principle continues to apply, which restricts an accredited person's collection and use of CDR data to only what is reasonably needed to provide the requested goods and services.²⁰

2.5. CDR representatives

A CDR representative cannot offer goods and services to a CDR consumer in its capacity as a CDR business consumer.²¹ A CDR representative may still offer goods and services to a

¹⁴ The [Explanatory Statement](#) explains that extending the duration of direct marketing consents does not offer a clear benefit to consumers and could cause them to receive unwanted marketing materials.

¹⁵ The [Explanatory Statement](#) explains that an extended duration for de-identification consents is not needed for provision of a service and it is important for CDR consumers to regularly consider whether it continues to be appropriate that their CDR data is de-identified.

¹⁶ CDR Rules, Rules 4.12(1) and 4.14(2)(a). The maximum period for a consent that does not include a business consumer statement is the default maximum period of 12 months.

¹⁷ CDR Rules, Rule 4.14(2)(b).

¹⁸ CDR Rules, Rule 4.11(1)(b).

¹⁹ CDR Rules, Rule 4.12(1A).

²⁰ CDR Rules, Rule 1.8.

²¹ CDR Rules, Rule 1.10AA(1)(a).

person who is a CDR business consumer, but not in the person's capacity as a business consumer.

This means a CDR representative that seeks to receive, use and/or disclose a CDR business consumer's CDR data cannot rely on the functionalities in the CDR that are specific to CDR business consumers. For example, the representative cannot:

- seek a business consumer disclosure consent
- seek a business consumer statement
- seek a consent for a maximum duration of more than 12 months, or
- perform any other function for the CDR consumer in its capacity as a CDR business consumer.

3. Other accredited person obligations

3.1. Conditions for the supply of goods or services

An accredited person must obtain a business consumer disclosure consent, which includes a business consumer statement, from a CDR business consumer before sharing any CDR data with the person specified in the consent.

In general, an accredited person must not make:

- (a) the giving of a business consumer disclosure consent
- (b) the giving of a business consumer statement
- (c) the specification of a particular person for the purposes of such a consent

a condition for the supply of goods or services requested by a CDR business consumer.²²

The only exception to (a) and (b) is where the only good or service that is requested by the CDR business consumer is for CDR data to be collected from a data holder and provided to a specified person.²³ This situation may arise where, for example, the accredited person is acting as a simple intermediary between the consumer and the specified person.

3.2. Consumer dashboards

An accredited person must provide a consumer dashboard for each eligible CDR consumer on whose behalf the accredited person makes a consumer data request.²⁴ The consumer dashboard must provide a range of functionality, including allowing a consumer to withdraw consents at any time.²⁵

In addition, the consumer dashboard must contain certain information, including:

- details of the CDR data to which the consent applies²⁶
- when the consumer gave the consent and for what period it was given²⁷

²² CDR Rules, Rule 1.10A(12).

²³ CDR Rules, Rule 1.10A(13).

²⁴ CDR Rules, Rule 1.14(1).

²⁵ See, for example, CDR Rules, Rule 1.14(1)(c)(i).

²⁶ CDR Rules, Rule 1.14(3)(a).

²⁷ CDR Rules, Rules 1.14(3)(c)-(e).

- when the consent is scheduled to expire or did expire²⁸
- details of any amendments that have been made to the consent²⁹
- if a business consumer statement has been given in relation to the consent—that fact³⁰

Where an ADR discloses CDR data to a person in accordance with a business consumer disclosure consent, the ADR must, as soon as practicable, update each consumer dashboard that relates to the request to indicate:

- what CDR data was disclosed; and
- when the CDR data was disclosed; and
- the person to whom it was disclosed.³¹

3.3. Record keeping and reporting

An ADR must keep and maintain certain records of consents, including:

- the number of business consumer statements received³²
- disclosures of CDR data under a business consumer disclosure consent and persons to whom the CDR data was disclosed³³
- any steps taken to confirm that a CDR consumer is a CDR business consumer.³⁴

ADRs must also include, in their six-monthly reports to the ACCC and the Office of the Australian Information Commissioner (OAIC):

- the number of consents in relation to which a business consumer statement was given during the reporting period³⁵
- the number of consents that had a duration of more than 12 months³⁶
- the number of times the ADR disclosed CDR data in accordance with a business consumer disclosure consent.³⁷

The information referred to in the six-monthly reports above is not required for a reporting period before 1 January 2024.³⁸ The first report containing the new matters set out above is due 30 days from the end of the 1 January 2024 to 30 June 2024 reporting period.³⁹

²⁸ CDR Rules, Rules 1.14(3)(f)-(g).

²⁹ CDR Rules, Rule 1.14(i).

³⁰ CDR Rules, Rule 1.14(3)(eb).

³¹ CDR rules, rule 1.14(3)(h), rule 7.9(3A) and Privacy safeguard 10: see section 56EM(2) of the *Competition and Consumer Act 2010* (Cth).

³² CDR Rules, Rule 9.3(2)(ee).

³³ CDR Rules, Rule 9.3(2)(ef).

³⁴ CDR Rules, Rule 9.3(2)(eg).

³⁵ CDR Rules, Rule 9.4(2)(viii)(A).

³⁶ CDR Rules, Rule 9.4(2)(viii)(A).

³⁷ CDR Rules, Rule 9.4(2)(viii)(B).

³⁸ CDR Rules, Rule 9.4(6).

³⁹ CDR Rules, Rules 9.4(3) and 9.4(5)(a).