CDR business consumers

Australian Competition and Consumer Commission

Fact sheet

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Contents

1. CDR business consumers

This fact sheet provides information about how accredited data recipients (ADRs) can provide goods or services to Consumer Data Right (CDR) business consumers under the [Competition and Consumer (Consumer Data Right) Rules 2020]() (CDR Rules).

A 'CDR business consumer' is a CDR consumer that an ADR has taken reasonable steps to confirm either is not an individual or has an active Australian Business Number (ABN).[1]

A CDR business consumer can do 2 things that an individual CDR consumer cannot:

- Give a 'business consumer disclosure consent', which enables ADRs to disclose CDR data to a specified person (including an unaccredited person) selected by the CDR business consumer [2]
- Give certain use and disclosure consents with a maximum duration of up to 7 years (up from the usual 12-month maximum).[3]

This recognises that business and individual consumers have different needs and circumstances, and supports the participation of a broad range of businesses in the CDR.

1 CDR Rules, rule 1.10A(9).

2 CDR Rules, rule 1.10A(11).

3 CDR Rules, rule 4.12(1A).

2. Identifying a CDR business consumer

A CDR consumer can be treated as a 'CDR business consumer' after an ADR has taken reasonable steps to confirm:

- the CDR consumer is not an individual, or
- the CDR consumer has an active ABN.[4]

The steps required depend on the circumstances. A reasonable step may be that the ADR searches the Australian Business Register to confirm the CDR business consumer has an active ABN.

ADRs should have processes to ensure the 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.

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

[4] CDR Rules, rule 1.10A(9).

3. CDR business consumers and CDR data

ADRs may deal with a person in their capacity as a CDR business consumer. ADRs may:

- ask for business consumer disclosure consents and make business consumer disclosures (see Section 3.2)
- ask for certain consents with an extended maximum duration of 7 years (see Section 3.3).

When seeking the consents referred to above, an ADR must also ask for a business consumer statement (see Section 3.1).

3.1 Business consumer statements

A CDR business consumer gives a 'business consumer statement' to certify that certain consents are given to enable an ADR to provide goods or services to the CDR business consumer in its capacity as a business (that is, not as an individual).[5] A business consumer statement can only be given for the types of consents listed in Table 1.

Before using or disclosing CDR data on behalf of a CDR business consumer, an ADR must obtain a business consumer statement for:

- any business consumer disclosure consent (see Table 1 and Section 3.2)
- any use consent, TA (trusted adviser) disclosure consent or insight disclosure consent that is to be for more than 12 months duration (see Table 1 and Section 3.3).

The requirements to obtain a business consumer statement for certain types of consents are summarised in Table 1 and explained further in sections 3.2 and 3.3.

Table 1 Consents and business consumer statements

Type of consent	Business consumer statement
Business consumer disclosure consents	Required
Use consents relating to the goods or services requested by the CDR business consumer	Required if seeking a duration of more than 12 months
TA disclosure consents	Required if seeking a duration of more than 12 months
Insight disclosure consents	Required if seeking a duration of more than 12 months

When seeking a business consumer statement, an ADR must comply with the relevant Consumer Experience (CX) Standards.

A business consumer statement *cannot* be given for:[6]

- collection consents
- AP (accredited person) disclosure consents
- direct marketing consents
- de-identification consents.

5 CDR Rules, rule 1.10A(10)(b).

6 The Competition and Consumer (Consumer Data Right) Amendment Rules (No. 1) 2023 Explanatory Statement (Explanatory Statement) explains this is because there is limited benefit 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.

3.2 Business consumer disclosure consents

A CDR business consumer gives a ‘business consumer disclosure consent’ to authorise an ADR to disclose CDR data to a specified person.[7]

A specified person may be an adviser who is not an ADR or otherwise able to participate in CDR[8], such as:

- a bookkeeper
- a software provider
- a consultant.

Before disclosing data, the ADR must request and receive a business consumer disclosure consent, which includes a business consumer statement (Section 3.1).[9]

When seeking a business consumer disclosure consent, an ADR must comply with the relevant CX Standards, including the Consent Standards.

3.3 Extended maximum duration for certain use and disclosure consents

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

- If the consent is listed in Table 1 and includes a business consumer statement, its maximum duration is 7 years.[10]
- Otherwise, the maximum duration of the consent is 12 months.[11]

When seeking consents that include a business consumer statement, an ADR must:

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

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7 CDR Rules, rule 1.10A(11).

8 For example, a person who does not fall within the professions eligible to be a trusted adviser under rule 1.10C of the CDR Rules.

9 CDR Rules, rule 1.10A(11)(b).

10 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.

11 CDR Rules, rule 4.14(2)(b).

12 CDR Rules, rule 4.12(1A).

Example – duration of collection and disclosure consents

A CDR business consumer has given a business consumer disclosure consent. This consent (which includes a business consumer statement) was given for 7 years (the maximum allowed duration).

The CDR business consumer has also given a collection consent for the collection of CDR data for 12 months.

Unless the consents expire earlier, the disclosure consent will be in place for 7 years and the collection consent will be in place for 12 months. The CDR business consumer will need to renew its collection consent every 12 months if it wants to align its collection consent period with its disclosure consent period.

The ADR's collection, use or disclosure of CDR data must be limited to only what is reasonably needed to provide the requested goods or services.[13]

3.4 Amending a consent

When a CDR consumer seeks to amend a consent it gave as a CDR business consumer, the ADR must:

- take reasonable steps to reconfirm that the CDR consumer is either not an individual or has an active ABN, and
- request a new business consumer statement from the CDR consumer.[14]

3.5 CDR representatives

A CDR representative can offer goods or services to a CDR consumer, which can include a non-individual or a business.

However, a CDR representative cannot offer goods or services to a CDR consumer in their capacity as a 'CDR business consumer'.[15]

This means that while a CDR representative may seek to receive, use and disclose the person's data, it cannot seek a:

- business consumer statement
- business consumer disclosure consent
- consent for a maximum duration of more than 12 months.

More information

CDR representative arrangements are described in detail in the CDR representatives fact sheet.

13 See the data minimisation principle in CDR Rules, rule 1.8.

14 See CDR Rules, rules 4.12C(1) (including the example) and 4.12C(4).

15 CDR Rules, rule 1.10AA(1)(a).

4. Other accredited data recipient obligations

4.1 Conditions for the supply of goods or services

An ADR 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 ADR must not make:

(a) the giving of a business consumer disclosure consent

(b) the giving of a business consumer statement, or

(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.[16]

The exception to (a) and (b) is when 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.[17] This may occur where, for example, the ADR is acting as an intermediary between the consumer and the specified person.

4.2 Consumer dashboards

An ADR must provide a consumer dashboard for each eligible CDR consumer on whose behalf the ADR makes a consumer data request.[18] The consumer dashboard must provide a range of functions, including allowing a consumer to withdraw consents at any time.[19]

The consumer dashboard must contain certain information for each consent, including:

- details of the CDR data to which the consent applies[20]
- when the consumer gave the consent and for what period it was given[21]
- when the consent is scheduled to expire or did expire[22]
- details of any amendments that have been made to the consent[23]
- confirmation of any business consumer statement that has been given in relation to the consent.[24]

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
- when the CDR data was disclosed, and
- the person to whom the CDR data was disclosed.[25]

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16 CDR Rules, rule 1.10A(12).

17 CDR Rules, rule 1.10A(13).

18 CDR Rules, rule 1.14(1).

19 See, for example, CDR Rules, rule 1.14(1)(c).

20 CDR Rules, rule 1.14(3)(a).

21 CDR Rules, rules 1.14(3)(c)-(e).

22 CDR Rules, rules 1.14(3)(f)-(g).

23 CDR Rules, rule 1.14(i).

24 CDR Rules, rule 1.14(3)(eb).

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

4.3 Record keeping and reporting

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

- the number of business consumer statements received[26]
- disclosures of CDR data under a business consumer disclosure consent and persons to whom the CDR data was disclosed[27]
- any steps taken to confirm that a CDR consumer is a CDR business consumer.[28]

ADRs must include, in their 6-monthly reports to the Australian Competition and Consumer Commission (ACCC) and the Office of the Australian Information Commissioner:

- the number of consents in relation to which a business consumer statement was given during the reporting period[29]
- the number of consents that had a duration of more than 12 months[30]
- the number of times the ADR disclosed CDR data in accordance with a business consumer disclosure consent.[31]

[26] CDR Rules, rule 9.3(2)(ee).

[27] CDR Rules, rule 9.3(2)(ef).

[28] CDR Rules, rule 9.3(2)(eg).

[29] CDR Rules, rule 9.4(2)(f)(viiia).

[30] CDR Rules, rule 9.4(2)(f)(viiia)(A).

[31] CDR Rules, rule 9.4(2)(f)(viiia)(B).

Background and more information

More information on the topics covered in this fact sheet is available in the following resources.

- Consumer Experience (CX) Standards on Consent
- Consumer Experience (CX) Guidelines on Business consumer disclosure consents
- Consumer Experience (CX) Guidelines on Consent Management for business consumer disclosure consents
- Nominated representatives of non-individuals and partnerships in the CDR

CDR provides consumers with greater control over their data. It gives consumers the power to require a data holder to safely share their data with a service provider, so they can get better deals and services.

The key compliance requirements of CDR are established by:

- Part IVD of the *Competition and Consumer Act 2010*
- the Competition and Consumer (Consumer Data Right) Rules 2020
- the Consumer Data Standards.

The CDR information map is a topic-based listing of CDR information published by the Australian Competition and Consumer Commission (ACCC), the Australian Office of the Information Commissioner (OAIC), Treasury and the Data Standards Body (DSB). A glossary of CDR terms can be found on the CDR website.

The CDR Support Portal includes guidance on commonly queried CDR topics. It can also be used to submit questions about the CDR Rules and Standards for CDR agencies to respond to directly.

The ACCC and DSB facilitate the CDR implementation call. It provides a forum for participants and other stakeholders to ask questions about their obligations and receive updates on the CDR system.

Important notice

The information in this publication is 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.

Users should refer to the current versions of the *Competition and Consumer Act 2010*, the Competition and Consumer (Consumer Data Right) Rules 2020, and the Consumer Data Standards. Users should also review other compliance guidance material referred to throughout this publication.

It is the responsibility of each CDR Participant to be fully aware of its obligations under the CDR regulatory framework. The ACCC recommends that CDR Participants obtain legal and/or professional advice on how the CDR framework applies to their specific circumstances.

Because the information in this publication is intended only as a general guide, it may contain generalisations. Any examples in this publication are provided for illustrative purposes only; they are not exhaustive and are not intended to impose or imply particular rules or requirements.

The ACCC has made every reasonable effort to provide current and accurate information, but it does not make any guarantees regarding the accuracy, currency or completeness of that information.

The ACCC welcomes feedback on this publication via email to accc-cdr@accc.gov.au

Revision history

Version	Date	Description
1	December 2023	First version of fact sheet.
2	July 2024	Clarification of when an individual can be considered a CDR business consumer.
3	September 2026	Revised to improve readability and accessibility. Changes include: • restructured content and clearer headings • use of plain English and more concise language