

Marketing Code of Practice for Domestic Customers

Proposed Updates January 2021

The UR Marketing Code of Practice for Domestic Customers

Nothing in this Code of Practice is intended to, or should be deemed to, constitute an exemption from the Suppliers' legal obligation to comply with any and all relevant legislation, statute, statutory instrument, regulation or order (or any provision thereof) or any subordinate legislation. Condition 40 of the electricity supply licence and condition 2.21 of the gas supply licence require suppliers to "comply with the Marketing Code of Practice for Domestic Customers and/or the Marketing Code of Practice for Business Customers". This code of practice on marketing is mandatory and enforceable under these conditions and all suppliers must comply with this code.

A Glossary of Terms is contained at the back of this document.



Section 1: Third Parties

This Section applies when a Supplier uses Third Parties.

- 1.1** For the avoidance of doubt, where a Supplier contracts with a Third Party for the provision of Sales Agents, or any other Marketing/Sales Activities (for example a Supplier contracting with a price comparison or switching website for Sales/Marketing, or any other form of Third Party Intermediary) the Supplier must ensure that the Third Party complies with all components of this Code in relation to all Sales and Marketing Activities carried out by any Third Party. Any breaches of this Code by a Third Party will be deemed to be a breach by the Supplier.

The graphic consists of a blue rounded rectangle on the left containing the text 'Section 2: Recruitment and Training'. To its right is a large, light blue arrow pointing to the right.

Section 2: Recruitment and Training

This Section applies in relation to supplier's recruitment and training practices in relation to Sales and Marketing.

Recruitment

- 2.1** A Supplier must put in place and follow procedures which are appropriate for the selection of those who are employed or engaged as Third Parties in roles which might involve or will involve communication with Customers for the purpose of its Marketing Activities.
- 2.2** If a Sales Agent ceases to represent the Supplier, the Supplier should ensure retrieval of the Agent's ID card.

Training

- 2.3** A Supplier must provide or procure appropriate training for all staff or other Representatives who communicate with Customers for the purposes of the licensee's Marketing Activities. This training should include, but not be limited to, training about the Supplier's obligations insofar as they affect Customers, including its obligations under this Code.
- 2.4** Suppliers will ensure that as a minimum the training will:
 - 2.4.1** take into account the knowledge and skills necessary to fulfil the role.
 - 2.4.2** take into account changes in the market and to products/services, legislation and regulation.
 - 2.4.3** Insofar as possible be reflective of Consumer ethnicity and diversity.
 - 2.4.4** provide training on the recognition and treatment of vulnerable Consumers.
 - 2.4.5** be linked to a verifiable standard of competence measurement.
 - 2.4.6** include defined monitoring procedures to ensure consistency of training delivery.
 - 2.4.7** be effective and up to date.
 - Should contain details such as:
 - 2.4.8** relevant Customer terms and conditions.
 - 2.4.9** relevant principles of Consumer protection law.
 - 2.4.10** Customer cancellation process.
 - 2.4.11** the procedure for handling Customer complaints.
 - 2.4.12** the consequences of mis-selling or deliberately giving false information to a Customer or any other such breach of this Code.

Section 3: Doorstep Marketing and Sales



This Section applies when a Supplier/Agent contacts a potential customer by visiting their home or premises.

3.1 If a Supplier/Agent engages in Marketing/Sales calls at a Consumer's premises or place of residence, upon arrival, the Supplier/Agent must immediately:

- 3.1.1 Produce/Display an identity card, and if appropriate, a business card, which clearly displays their full name and photograph and the name, business address, contact number of the Supplier and an expiry date for validity of the card. Thereafter, the Supplier/Agent must always show the card to the Consumer if asked. Sales Agents must not misrepresent themselves or the purpose of their visit.
- 3.1.2 Give the Consumer the reason for the visit and clarify if the Consumer wishes to proceed with a presentation about the product(s) being sold. If they do not, the Supplier/Agent must leave the premises immediately and inform the Consumer they can be removed from the contact list. The Supplier/Agent must tell the Consumer that this option is available and action such removal if requested. A Supplier must be able to demonstrate that they are complying with this by keeping a 'not for contact' database.
- 3.1.3 Provide the Customer with a copy of the Sales Checklist (for the Customer to keep) prior to the commencement of the Sales pitch; this is to help the Customer ensure that the Supplier/Agent has followed the correct procedure (See Annex A).

3.2 The Sales Agent must obtain permission from the Consumer before entering their place of residence. A Consumer has the right to refuse to let the Sales Agent enter their residence, and may wish to either end the conversation or continue with it at their doorstep. If a Customer indicates that the contact is unwelcome the Sales Agent must cease immediately and leave the premises.

3.3 Unless otherwise requested, a Supplier/Agent must only contact a domestic Consumer at home for Marketing purposes between:

- i. 9am to 8pm on weekdays; and
- ii. 9am to 7pm on Saturdays.

Domestic Consumers should not be contacted outside of these times.

And not contacted during:

- iii. Christmas Eve;
- iv. Any Public or Bank Holiday; or
- v. Sundays.

3.4 Where there is sheltered housing, approval must be gained from the warden or other person in authority before making any approach to the residents

3.5 Sales Agents will:

- 3.5.1 not call on any premises where there is a message prominently displayed in the form of a visible, clearly worded and unambiguous notice indicating that a Consumer does not wish to receive uninvited Doorstep Sales callers.
- 3.5.2 ~~Sales Agents must~~ not exploit a person's inexperience, vulnerability, credulity, loyalties or intimidate a Consumer in an attempt to restrict their ability to make an informed choice.

3.6 Sales Agents must at all times:

- 3.6.1 be courteous and professional.
- 3.6.2 not give any misleading information or make false assumptions, in particular over potential savings, or act to mislead or make omissions designed to mislead.
- 3.6.3 not use high pressure tactics.

3.7 Sales Agents must provide the Consumer in writing or by means of an electronic display, the information required for the Customer to understand the charges that will be applicable for the tariff or tariffs being discussed or marketed by the Sales Agents. This information must include:

- a) all charges applicable to the tariff (shown individually including the relevant unit rate, VAT, and any other relevant charges including VAT)
- b) the estimated annual bill figure, excluding time of use tariffs
- c) where discounts or savings are presented, the basis on how these have been calculated and how they apply
- d) that prices are subject to change (if applicable)
- e) the duration of the fixed term contract (if applicable)
- f) the amount of any termination fees (if applicable) and how they will apply

Calculation of estimated annual bill figure

The estimated annual bill figure must include all the applicable charges (including VAT) and be the total estimated aggregate annual cost the eCustomer will be charged. It must be calculated using the following average annual consumption figures:

3,200 kWh for electricity and 12,000 kWh for gas.

Any other non-charge elements of the tariff such as (but not limited to) cash or non-cash vouchers, loyalty points, free energy, cash back etc must be shown separately to the estimated annual bill figure

Comparisons

If comparisons are made by the Sales Agent between the tariff/tariffs being marketed and any other tariff of the supplier or any competitors tariffs they must be:

- a) ~~Be~~ on a like for like basis and based on the estimated annual bill figure and include all other applicable charges
- b) ~~Clearly~~ show the differences in the charges of each tariff
- c) ~~State~~ that competitors tariffs are subject to change
- d) ~~State~~ that the tariff being marketed may be subject to change (if applicable) and show which charges within the tariff that may be subject to that change
- e) ~~State~~ the date that any fixed term contract will end

~~3.6.4 Tariffs with standard unit rates must be shown in the following formats:~~

~~Display tariffs inclusive and exclusive of VAT on a per unit basis. Rates should be shown side by side inclusive and exclusive of VAT.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)

~~Any annual or quarterly standing charges (included in any tariffs which include standing charges) must be shown as an annual or quarterly amount (or such other period e.g. monthly as is applicable) inclusive and exclusive of VAT that applies to the tariff. To avoid any confusion caused by varying consumption levels Agents will be prohibited from offering any quotes for the supply of energy to Customers on an annual bill or annual cost basis. All quotations must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately.~~

~~This approach (to standing or fixed charges) should be applied to any other fixed charge applied by the Supplier. All associated fixed costs should be presented alongside unit rates and any discounts on unit rates in the same text and font size.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)	Standing Charge for Year/Period (ex. VAT)	Standing Charge for Year/Period (inc. VAT)

~~Furthermore tariffs with any discounts being offered off the standard rate tariff of that Supplier (e.g. for Direct Debit or a discounted period) should be shown in the following format.~~

~~Each discount must be set out clearly in pence per unit (or such other discount applicable e.g. quarterly discount amount, fixed amount discount) alongside the standard unit rate to demonstrate the actual unit rate the Customer will be charged (including any discounts) and the duration of any discount.~~

~~Note that the discounts used in the table below are for illustrative purposes:~~

	Standard Unit Rate	Dual Fuel Discount	Dual Fuel/DD Discount	Dual Fuel/DD/E-billing Discount
Pence per Unit (ex. VAT)	10.00	9.00	8.00	7.00

~~3.6.5 Where a Supplier is offering a dual fuel bundle, the gas and electricity tariffs should be shown separately with details provided on additional components of the tariff.~~

~~3.6.6 For differently composed or more complex tariffs where additional tariff rate elements are included in the proposal, such as tiered unit charges, Time of Day charges, fuel price pass through, wholesale price pass through, seasonal tariffs etc, all the relevant required information should be clearly displayed.~~

~~**3.7 For all Consumers where the Sales Agent had stated they can save money on energy supply,** the Sales Agent must provide a comparison with the Consumer's current unit rates (i.e. those being charged by the Consumer's existing Supplier including any current discounts given) in writing or by means of an electronic display. The format for the comparison of these unit rates must be the same as that laid out in Section 3.7. To avoid any confusion caused by varying consumption levels Agents will not be permitted to provide comparisons on an annual bill or annual cost basis. All comparisons must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately. For more complex tariff offerings Agents must provide clear and transparent information that illustrates the offering adequately and any savings quoted.~~

~~**The unit rate comparison must:**~~

~~3.7.1 be based on the best information available to the Sales Agent. This must be information that is accurate and relevant to proving to the (specific) Consumer that switching will save them money as stated by the Sales Agent. If no information or inadequate information is available e.g. if the Sales Agent cannot ascertain what the Consumer's current unit rate is, then the Sales Agent will not state that he/she can save the Consumer money or they will retract any previous statement made indicating that they could save the Consumer money.~~

~~3.7.2 include any relevant differences.~~

3.8 In the event a Sale/Sign-up is made, Suppliers will maintain records for not less than 2 years including the date of contact with the Consumer and sufficient information to allow the positive identification of the Sales Agent involved. Any material shown to the Customer such as price comparison information should also be maintained (including electronic displays). This will assist in dealing with any complaint or query. In the event of no Sale being made Suppliers must retain sufficient information to allow the identification of the Sales Agent involved for a minimum of 2 years.

3.9 In the event a Sale/Sign-up is made the Sales Agent must provide the Customer with a copy of the information that the Customer has seen or has been discussed between the Sales Agent and the Customer ~~written unit rate(s) in one of the formats specified in Section 3.7~~ and obtain a signature from the Consumer to confirm this. ~~If it has been claimed savings can be made the Written Information must also include the relevant comparative information presented to the Customer, as detailed in Section 3.8 or a copy of the comparative information is left with the Customer to keep.~~

3.10 The Sales Agent must:

3.10.1 not abuse the trust of vulnerable or inexperienced Customers, for example those who are elderly or those who have special needs. Sales Agents should not complete an Energy Supply Contract with Customers who are not capable, at the time of the contact, of making an informed decision as to whether or not to enter into the Contract.

3.10.2 ensure that details of how a Customer's account information may be used with respect to debt flagging is clearly set out on the Sign-up form and within the Sign-up process. Explain how a debt flag may be raised against the Customer's account by their existing Supplier.

3.10.3 state that the Customer is entering a contract

3.10.4 provide the Customer with details of the Cooling-Off Period that applies and how to go about cancelling their request to switch Supplier within that Cooling-Off Period .

3.10.5 confirm that the Customer has read and understood the Sales Checklist.

3.10.6 provide their ID name/number in writing.

3.11 Suppliers must design application literature such that the nature of the literature or forms is clear to the Consumer. It must be made clear on the literature itself that the Consumer is entering into a legal and binding Contract and a statement of this nature should be immediately adjacent to where the Consumer signs, so that the word CONTRACT cannot be obscured or concealed.

3.12 Suppliers must within 7 days of entering into the Energy Supply Contract, take all reasonable steps to ensure the Consumer receives Written Information. This information can be sent via e mail or post (or left directly with the Customer) and will clearly:

3.12.1 state that they have entered into a Contract.

3.12.2 State the Customer's right to cancel within the 10 working day Cooling-Off Period.

3.12.3 state the principal terms and conditions of the Contract including any fixed term conditions, duration, any applicable exit fees and any other specific conditions of the Contract.

3.12.4 state the proposed charges to be applied for the product or products being purchased under the Contract. ~~unit rates and any comparison given by a Sales Agent.~~

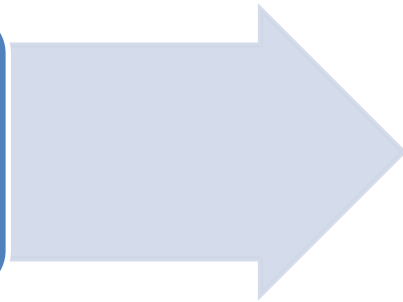
3.12.5 state the expected date of commencement of supply.

3.13 Where the Consumer indicates (within the 10 working day Cooling-Off Period) that they are not content to have entered into an Energy Supply Contract the company must take all reasonable steps to ensure that:

3.13.1 the Contract is ended.

3.13.2 the company does not begin to supply the Consumer.

Section 4: Face-to-Face Marketing and Sales



This Section applies when a Supplier/Agent contacts a potential Customer by any means which is face-to-face (other than Doorstep Marketing and Sales which is covered by Section 3).

4.1 If a Supplier/Agent engages in Face-to-Face selling/Contact with a potential Customer the Supplier/Agent must immediately:

- 4.1.1 Produce/Display an identity card, and if appropriate, a business card, which clearly displays their full name and photograph and the name, business address, contact number of the Supplier and an expiry date for validity of the card. Thereafter, the Supplier/Agent must always show the card to the Consumer if asked. Sales Agents must not misrepresent themselves or the purpose of their approach.
- 4.1.2 Provide the Customer with a copy of the Sales Checklist (for the Customer to keep) prior to the commencement of the Sales pitch; this is to help the Customer ensure that the Supplier/Agent has followed the correct procedure (See Annex A).

4.2 Sales Agents:

- 4.2.1 Must not exploit a person's inexperience, vulnerability, credulity, loyalties or intimidate a Consumer in an attempt to restrict their ability to make an informed choice.

4.3 Sales Agents must at all times:

- 4.3.1 be courteous and professional.
- 4.3.2 not give any misleading information or make false assumptions, in particular over potential savings, or act to mislead or make omissions designed to mislead.
- 4.3.3 not use high pressure tactics.

4.4 Sales Agents must provide the Consumer in writing or by means of an electronic display, the information required for the Customer to understand the charges that will be applicable for the tariff or tariffs being discussed or marketed by the Sales Agents. This information must include:

a) all charges applicable to the tariff (shown individually including the relevant unit rate, VAT, and any other relevant charges including VAT)

b) the estimated annual bill figure, excluding time of use tariffs

c) where discounts or savings are presented the basis on how these have been calculated and how they apply

d) that prices are subject to change (if applicable)

e) the duration of the fixed term contract (if applicable)

f) the amount of any termination fees (if applicable) and how they will apply

Calculation of estimated annual bill figure

The estimated annual bill figure must include all the applicable charges (including VAT) and be the total estimated aggregate annual cost the eCustomer will be charged. It must be calculated using the following average annual consumption figures:

3,200 kWh for electricity and 12,000 kWh for gas.

Any other non-charge elements of the tariff such as (but not limited to) cash or non-cash vouchers, loyalty points, free energy, cash back etc must be shown separately to the estimated annual bill figure

Comparisons

If comparisons are made by the Sales Agent between the tariff/tariffs being marketed and any other tariff of the supplier or any competitors tariffs they must ~~be~~:

- a) ~~Be~~ on a like for like basis and based on the estimated annual bill figure **and include all other applicable charges**
- b) ~~Clearly~~ show the differences in the charges of each tariff
- c) ~~State~~ that competitors tariffs are subject to change
- d) ~~State~~ that the tariff being marketed may be subject to change (if applicable) and show which charges within the tariff that may be subject to that change
- e) ~~State~~ the date that any fixed term contract will end

~~the unit rate which the Customer will be charged for all products discussed.~~

~~4.4.1 Tariffs with standard unit rates must be shown in the following formats:~~

~~Display tariffs inclusive and exclusive of VAT on a per unit basis. Rates should be shown side by side inclusive and exclusive of VAT.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)

~~Any annual or quarterly standing charges (included in any tariffs which include standing charges) must be shown as an annual or quarterly amount (or such other period e.g.~~

~~monthly as is applicable) inclusive and exclusive of VAT that applies to the tariff. To avoid any confusion caused by varying consumption levels Agents will be prohibited from offering any quotes for the supply of energy to Customers on an annual bill or annual cost basis. All quotations must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately.~~

~~This approach (to standing or fixed charges) should be applied to any other fixed charge applied by the Supplier. All associated fixed costs should be presented alongside unit rates and any discounts on unit rates in the same text and font size.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)	Standing Charge for Year/Period (ex. VAT)	Standing Charge for Year/Period (inc. VAT)

~~Furthermore tariffs with any discounts being offered off the standard rate tariff of that Supplier (e.g. for Direct Debit or a discounted period) should be shown in the following format.~~

~~Each discount must be set out clearly in pence per unit (or such other discount applicable e.g. quarterly discount amount, fixed amount discount) alongside the standard unit rate to demonstrate the actual unit rate the Customer will be charged (including any discounts) and the duration of any discount.~~

~~Note that the discounts used in the table below are for illustrative purposes:~~

	Standard Unit Rate	Dual-Fuel Discount	Dual Fuel/DD Discount	Dual Fuel/DD/E-billing Discount
Pence per Unit (ex. VAT)	10.00	9.00	8.00	7.00

~~4.4.2 Where a Supplier is offering a dual fuel bundle, the gas and electricity tariffs should be shown separately with details provided on additional components of the tariff.~~

~~4.4.3 For differently composed or more complex tariffs where additional tariff rate elements are included in the proposal, such as tiered unit charges, Time of Day charges, fuel price pass through, wholesale price pass through, seasonal tariffs etc, all the relevant required information should be clearly displayed.~~

4.5 For all Consumers where the Sales Agent had stated they can save money on energy supply, the Sales Agent must provide a comparison with the Consumer's current unit rates (i.e. those being charged by the Consumer's existing Supplier including any current discounts given) in writing or by means of an electronic display. The format for the comparison of these unit rates must be the same as that laid out in Section 4.4. To avoid any confusion caused by varying consumption levels Agents will not be permitted to provide comparisons on an annual bill or annual cost basis. All comparisons must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately.

~~For more complex tariff offerings Agents must provide clear and transparent information that illustrates the offering adequately and any savings quoted.~~

~~The unit rate comparison must:~~

~~4.5.1 be based on the best information available to the Sales Agent. This must be information that is accurate and relevant to proving to the (specific) Consumer that switching will save them money as stated by the Sales Agent. If no information or inadequate information is available e.g. if the Sales Agent cannot ascertain what the Consumer's current unit rate is, then the Sales Agent will not state that he/she can save the Consumer money or they will retract any previous statement made indicating that they could save the Consumer money.~~

~~4.5.2 include any relevant differences.~~

~~4.6~~4.5 In the event a Sale/Sign-Up is made, Suppliers will maintain records for not less than 2 years including the date of contact with the Consumer and sufficient information to allow the positive identification of the Sales Agent involved. Any material shown to the Customer such as price comparison information should also be maintained (including electronic displays). This will assist in dealing with any complaint or query. In the event of no Sale being made Suppliers must retain sufficient information to allow the identification of the Sales Agent involved for a minimum of 2 years.

~~4.7~~4.6 In the event a Sale/Sign-Up is made the Sales Agent must provide the Customer with a copy of the information that the Customer has seen or has been discussed between the Sales Agent and the Customer ~~written unit rate(s) in one of the formats specified in Section 4.4~~ and obtain a signature from the Consumer to confirm this. ~~If it has been claimed savings can be made the Written Information must also include the relevant comparative information presented to the Customer, as detailed in Section 4.5.~~

~~4.8~~4.7 The Sales Agent must:

~~4.8.1~~4.7.1 not abuse the trust of vulnerable or inexperienced Customers, for example those who are elderly or those who have special needs. Sales Agents should not complete an Energy Supply Contract with Customers who are not capable, at the time of the contact, of making an informed decision as to whether or not to enter into the Contract.

~~4.8.2~~4.7.2 ensure that details of how a Customer's account information may be used with respect to debt flagging is clearly set out on the Sign-up form and within the Sign-up process. Explain how a debt flag may be raised against the Customer's account by their existing Supplier.

~~4.8.3~~4.7.3 state that the Customer is entering a contract

~~4.8.4~~4.7.4 provide the Customer with details of the Cooling-Off Period that applies and how to go about cancelling their request to switch Supplier within that Cooling-Off Period

~~4.8.5~~4.7.5 confirm that the Customer has read and understood the Sales Checklist.

~~4.8.6~~4.7.6 provide their ID name/number in writing.

~~4.9~~4.8 Suppliers must design application literature such that the nature of the literature or forms is clear to the Consumer. It must be made clear on the literature itself that the Consumer is entering into a legal and binding Contract and a statement of this nature should

be immediately adjacent to where the Consumer signs, so that the word CONTRACT cannot be obscured or concealed.

~~4.10.4~~**4.9** Suppliers must within 7 days of entering into the Energy Supply Contract, take all reasonable steps to ensure the Consumer receives Written Information. This information can be sent via e mail or post (or left directly with the Customer) and will clearly:

~~4.10.14~~**4.9.1** _____ state that they have entered into a Contract.

~~4.10.24~~**4.9.2** _____ State the Customer's right to cancel within the 10 working day Cooling-Off Period.

~~4.10.34~~**4.9.3** _____ state the principal terms and conditions of the Contract including any fixed term conditions, duration, any applicable exit fees and any other specific conditions of the Contract.

~~4.10.44~~**4.9.4** _____ state the proposed charges to be applied for the product or products being purchased under the Contract. ~~unit rates and any comparison given by a Sales Agent.~~

~~4.10.54~~**4.9.5** state the expected date of commencement of supply.

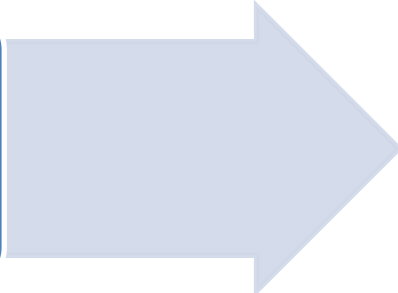
~~4.114~~**4.10** _____ Where the Consumer indicates (within the 10 working day Cooling-Off Period) that they are not content to have entered into an Energy Supply Contract the company must take all reasonable steps to ensure that:

~~4.11.14~~**4.10.1** _____ the Contract is ended.

~~4.11.24~~**4.10.2** _____ the company does not begin to supply the Consumer.

~~4.124~~**4.11** _____ In the case of Marketing at events or on Third Party retail premises Sales Agents may make Sales in accordance with the event times or the opening hours of the venue they are Marketing in.

Section 5: Outbound Telephone Marketing & Sales



This Section applies when a Supplier or its Agent contacts a potential Customer via the telephone.

5.1 In any telephone call made by or on behalf of a Supplier to a Customer for the purposes of Marketing/Sales, the caller must, as soon as practicable, clearly identify:

- i. his or her name;
- ii. contact number (if requested by the Customer);
- iii. the name of the Supplier on whose behalf the call is being made; and
- iv. the purpose of the call.

5.2 If told by a Customer, at any time during a telephone conversation between the Customer and the caller that the Customer does not wish to continue, the caller must cease the phone call **immediately without attempting to change the Customer's mind. Furthermore the caller must not continue the conversation in any other way save to explain the terms of 5.3.**

5.3 The Supplier/Agent must also inform the Customer they can be permanently removed from the contact list and remove the Consumer from their contact list if asked.

5.4 Unless otherwise requested, a Supplier/Agent must only contact a domestic Consumer at home for Marketing purposes between:

- i. 9am to 8pm on weekdays; and
- ii. 9am to 7pm on Saturdays.

Domestic Consumers should not be contacted outside of these times

And not during:

- iii. Christmas Eve;
- iv. Any Public or Bank Holiday; or
- v. Sundays.

5.5 If a Supplier/Agent engages in outbound/Sales telephone calls, the Supplier/Agent must:

- 5.5.1 In the event of a Sale/Sign-up, provide the Customer with a copy of the Sales Checklist (for the Customer to keep) as a follow up to the telephone contact sent to the Customer as part of their Written Information; this is to help the Customer ensure that the Supplier/Agent has followed the correct procedure (See Annex A).

5.6 Sales Agents:

- 5.6.1 Must not exploit a person's inexperience, vulnerability, credulity, loyalties or intimidate a Consumer in an attempt to restrict their ability to make an informed choice.

5.7 Sales Agents must at all times:

- 5.7.1 be courteous and professional.
5.7.2 not give any misleading information or make false assumptions, in particular over potential savings, or act to mislead or make omissions designed to mislead.
5.7.3 not use high pressure tactics.

5.8 In the event of a Sale/Sign-up, the Supplier/Agent must provide the Consumer in writing (as a follow up to the telephone call as part of the Written Information), the information required for the Customer to understand the charges that will be applicable for the product or products tariff or tariffs being discussed or marketed by the Sales Agent. This information must include:~~the unit rate which the Customer will be charged for all products discussed.~~

a) all charges applicable to the tariff (shown individually including the relevant unit rate, VAT, and any other relevant charges including VAT)

b) the estimated annual bill figure, excluding time of use tariffs

c) where discounts or savings are presented the basis on how these have been calculated and how they apply

d) that prices are subject to change (if applicable)

e) the duration of the fixed term contract (if applicable)

f) the amount of any termination fees (if applicable) and how they will apply

Calculation of estimated annual bill figure

The estimated annual bill figure must include all the applicable charges (including VAT) and be the total estimated aggregate annual cost the Customer will be charged. It must be calculated using the following average annual consumption figures:

3,200 kWh for electricity and 12,000 kWh for gas.

Any other non-charge elements of the tariff such as (but not limited to) cash or non-cash vouchers, loyalty points, free energy, cash back etc must be shown separately to the estimated annual bill figure

Comparisons

If comparisons are made by the Sales Agent between the tariff/tariffs being marketed and any other tariff of the supplier or any competitors tariffs they must be:

a) be on a like for like basis and based on the estimated annual bill figure and include all other applicable charges

b) clearly show the differences in the charges of each tariff

c) Sstate that competitors tariffs are subject to change

d) Sstate that the tariff being marketed may be subject to change (if applicable) and show which charges within the tariff that may be subject to that change

e) Sstate the date that any fixed term contract will end

~~5.7.4 Tariffs with standard unit rates must be shown in the following formats:~~

~~Display tariffs inclusive and exclusive of VAT on a per unit basis. Rates should be shown side by side inclusive and exclusive of VAT.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)

~~Any annual or quarterly standing charges (included in any tariffs which include standing charges) must be shown as an annual or quarterly amount (or such other period e.g. monthly as is applicable) inclusive and exclusive of VAT that applies to the tariff. To avoid any confusion caused by varying consumption levels Agents will be prohibited from offering any quotes for the supply of energy to Customers on an annual bill or annual cost basis. All quotations must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately.~~

~~This approach (to standing or fixed charges) should be applied to any other fixed charge applied by the Supplier. All associated fixed costs should be presented alongside unit rates and any discounts on unit rates in the same text and font size.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)	Standing Charge for Year/Period (ex. VAT)	Standing Charge for Year/Period (inc. VAT)

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~~Each discount must be set out clearly in pence per unit (or such other discount applicable e.g. quarterly discount amount, fixed amount discount) alongside the standard unit rate to demonstrate the actual unit rate the Customer will be charged (including any discounts) and the duration of any discount.~~

~~Note that the discounts used in the table below are for illustrative purposes:~~

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~~5.7.5 Where a Supplier is offering a dual fuel bundle, the gas and electricity tariffs should be shown separately with details provided on additional components of the tariff.~~

~~5.7.6 For differently composed or more complex tariffs where additional tariff rate elements are included in the proposal, such as tiered unit charges, Time of Day charges, fuel price pass through, wholesale price pass through, seasonal tariffs etc, all the relevant required information should be clearly displayed.~~

5.8 For all Consumers where the Sales Agent had stated they can save money on energy supply, the Sales Agent must provide a comparison with the Consumer's current unit rates (i.e. those being charged by the Consumer's existing Supplier including any current discounts given) in writing (as a follow up to the telephone call where a Sale has been made and as part of the Written Information). The format for the comparison of these unit rates must be the same as that laid out in Section 5.8. **To avoid any confusion caused by varying consumption levels Agents will not be permitted to provide comparisons on an annual bill or annual cost basis. All comparisons must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately. For more complex tariff offerings Agents must provide clear and transparent information that illustrates the offering adequately and any savings quoted.**

The unit rate comparison must:

~~5.8.1 be based on the best information available to the Sales Agent. This must be information that is accurate and relevant to proving to the (specific) Consumer that switching will save them money as stated by the Sales Agent. If no information or inadequate information is available e.g. if the Sales Agent cannot ascertain what the Consumer's current unit rate is, then the Sales Agent will not state that he/she can save the Consumer money or they will retract any previous statement made indicating that they could save the Consumer money.~~

~~5.8.2 include any relevant differences.~~

5.9 In the event a Sale/Sign-up is made, Suppliers will maintain records for not less than 2 years including the date of contact with the Consumer and maintain sufficient information to allow the positive identification of the Sales Agent involved. Any material shown to the Customer or discussed with them such as price comparison information should also be maintained (including Written Information sent to the Customer after the telephone call). This will assist in dealing with any complaint or query. In the event of **no** Sale being made Suppliers must retain sufficient information to allow the identification of the Sales Agent involved for a minimum of 2 years. All telephone calls should be recorded (regardless of whether a Sign-up occurs) and held for a minimum of 2 years.

5.10 In the event a Sale/Sign-up is made the Sales Agent must provide the Customer with a copy of the information that the Customer has seen or has been discussed between the Sales Agent and the Customer. ~~written unit rate(s) in one of the formats specified in Section~~

~~5.8. If it has been claimed savings can be made the Written Information must also include the relevant comparative information presented to the Customer, as detailed in Section 5.9 (as a follow up to the telephone call as part of the Written Information).~~

5.11 The Sales Agent must:

- 5.11.1 not abuse the trust of vulnerable or inexperienced Customers, for example those who are elderly or those who have special needs. Sales Agents should not complete an Energy Supply Contract with Customers who are not capable, at the time of the contact, of making an informed decision as to whether or not to enter into the Contract.
- 5.11.2 ensure that details of how a Customer's account information may be used with respect to debt flagging is clearly set out on the Sign-up form and within the Sign-up process. Explain how a debt flag may be raised against the Customer's account by their existing Supplier.
- 5.11.3 state that the Customer is entering a contract.
- 5.11.4 provide the Customer with details of the Cooling-Off Period that applies and how to go about cancelling their request to switch Supplier within that Cooling-Off Period
- 5.11.5 provide their ID name/number.

5.12 Suppliers must design application literature such that the nature of the literature or forms is clear to the Consumer. It must be made clear on the literature itself that the Consumer is entering into a legal and binding Contract and a statement of this nature should be immediately adjacent to where the Consumer signs, so that the word CONTRACT cannot be obscured or concealed.

5.13 Suppliers must within 7 days of entering into the Energy Supply Contract, take all reasonable steps to ensure the Consumer receives Written Information. This information can be sent via e mail or post and will clearly:

- 5.13.1 state that they have entered into a Contract.
- 5.13.2 State the Customer's right to cancel within the 10 working day Cooling-Off Period.
- 5.13.3 state the principal terms and conditions of the Contract including any fixed term conditions, duration, any applicable exit fees and any other specific conditions of the Contract.
- 5.13.4 state the proposed charges to be applied for the product or products being purchased under the Contract. ~~unit rates and any comparison given by a Sales Agent.~~
- 5.13.5 state the expected date of commencement of supply.

5.14 Where the Consumer indicates (within the 10 working day Cooling-Off Period) that they are not content to have entered into an Energy Supply Contract the company must take all reasonable steps to ensure that:

- 5.14.1 the Contract is ended.
- 5.14.2 the company does not begin to supply the Consumer.

5.15 In the event of a Sale/Sign-up , the Agent must inform the Customer that there is a standard Sales Checklist and that this will be sent out to them as part of their Written Information.

Section 6: Inbound Telephone Marketing & Sales



This Section applies when a Customer contacts the Supplier or its Agent via the telephone.

6.1 If a Sale/Sign-up is made via an inbound call the Supplier must provide the Customer with a copy of the Sales Checklist (for the Customer to keep) as a follow up to the telephone call sent to the Customer as part of their Written Information; this is to help the Customer ensure that the Supplier/Agent has followed the correct procedure (See Annex A).

6.2 Sales Agents:

- 6.2.1 Must not exploit a person's inexperience, vulnerability, credulity, loyalties or intimidate a Consumer in an attempt to restrict their ability to make an informed choice.
- 6.2.2 be courteous and professional.
- 6.2.3 not give any misleading information or make false assumptions, in particular over potential savings, or act to mislead or make omissions designed to mislead.
- 6.2.4 not use high pressure tactics.

6.3 If a Sale/Sign-up is made via the telephone, and where the Customer has actively initiated the contact, the telephone Sales Agent must provide the information required for the Customer to understand the charges that will be applicable for the ~~product or products~~ tariff or tariffs being discussed or marketed by the Sales Agent. This information must include:

a) all charges applicable to the tariff (shown individually including the relevant unit rate, VAT, and any other relevant charges ~~including VAT~~)

b) the estimated annual bill figure, excluding time of use tariffs

c) where discounts or savings are presented the basis on how these have been calculated and how they apply

d) that prices are subject to change (if applicable)

e) the duration of the fixed term contract (if applicable)

f) the amount of any termination fees (if applicable) and how they will apply

Calculation of estimated annual bill figure

The estimated annual bill figure must include all the applicable charges (including VAT) and be the total estimated aggregate annual cost the ~~€~~Customer will be charged. It must be calculated using the following average annual consumption figures:

3,200 kWh for electricity and 12,000 kWh for gas.

Any other non-charge elements of the tariff such as (but not limited to) cash or non-cash vouchers, loyalty points, free energy, cash back etc must be shown separately to the estimated annual bill figure

Comparisons

If comparisons are made by the Sales Agent between the tariff/tariffs being marketed and any other tariff of the supplier or any competitors tariffs they must be:

- a) ~~Be~~ on a like for like basis and based on the estimated annual bill figure and include all other applicable charges
- b) ~~Clearly~~ show the differences in the charges of each tariff
- c) ~~State~~ that competitors tariffs are subject to change
- d) ~~State~~ that the tariff being marketed may be subject to change (if applicable) and show which charges within the tariff that may be subject to that change
- e) ~~State~~ the date that any fixed term contract will end

~~_unit rate which the Customer will be charged for all products displayed or discussed.~~

~~6.2.5 Tariffs with standard unit rates must be shown in the following formats on the website (with a copy forwarded to the Customer as part of the Written Information):~~

~~Display tariffs inclusive and exclusive of VAT on a per unit basis. Rates should be shown side by side inclusive and exclusive of VAT.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)

~~Any annual or quarterly standing charges (included in any tariffs which include standing charges) must be shown as an annual or quarterly amount (or such other period e.g. monthly as is applicable) inclusive and exclusive of VAT that applies to the tariff. **To avoid any confusion caused by varying consumption levels the telephone Sales Agents will be prohibited from offering any quotes for the supply of energy to Customers on an annual bill or annual cost basis. All quotations must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately.**~~

~~This approach (to standing or fixed charges) should be applied to any other fixed charge applied by the Supplier. All associated fixed costs should be presented alongside unit rates and any discounts on unit rates in the same text and font size.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)	Standing Charge for Year/Period (ex. VAT)	Standing Charge for Year/Period (inc. VAT)

Furthermore, tariffs with any discounts being offered off the standard rate tariff of that Supplier (e.g. for Direct Debit or a discounted period) should be shown in the following format.

Each discount must be set out clearly in pence per unit (or such other discount applicable e.g. quarterly discount amount, fixed amount discount) alongside the standard unit rate to demonstrate the actual unit rate the Customer will be charged (including any discounts) and the duration of any discount.

Note that the discounts used in the table below are for illustrative purposes:

	Standard Unit Rate	Dual Fuel Discount	Dual Fuel/DD Discount	Dual Fuel/DD/E-billing Discount
Pence per Unit (ex. VAT)	10.00	9.00	8.00	7.00

6.2.6 Where a Supplier is offering a dual fuel bundle, the gas and electricity tariffs should be shown separately with details provided on additional components of the tariff.

6.2.7 For differently composed or more complex tariffs where additional tariff rate elements are included in the proposal, such as tiered unit charges, Time of Day charges, fuel price pass through, wholesale price pass through, seasonal tariffs etc, all the relevant required information should be clearly displayed.

6.3 For all Consumers where the telephone Sales Agent has stated they can save money on energy supply, the telephone Sales Agent must provide a comparison with the Consumer's current unit rates (i.e. those being charged by the Consumer's existing Supplier including any current discounts given) in writing (with a copy forwarded to the Customer where Sign up has taken place over the phone as part of the Written Information). The format for the comparison of these unit rates must be the same as that laid out in Section 6.3. **To avoid any confusion caused by varying consumption levels the telephone Sales Agent will not be permitted to provide comparisons on an annual bill or annual cost basis. All comparisons must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately. For more complex tariff offerings Agents must provide clear and transparent information that illustrates the offering adequately and any savings quoted.**

The unit rate comparison must:

6.3.1 be based on the best information available to the telephone Sales Agent or Supplier. This must be information that is accurate and relevant to proving to the (specific) Consumer that they will save them money as stated by the telephone Sales Agent. If no

~~information or inadequate information is available e.g. if in the case of an inbound call conversation the telephone Agent cannot ascertain what the Consumer's current unit rate is, then the telephone Sales Agent will not state that they can save the Consumer money and they must retract any previous statement made indicating that they could save the Consumer money.~~

~~6.3.2 include any relevant differences.~~

6.4 In the event a Sale/Sign-up is made, Suppliers will maintain records for not less than 2 years including the date of contact with the Consumer and in the case of telephone calls maintain sufficient information to allow the positive identification of the Sales Agent involved. Any material discussed with them on the telephone such as price comparison information should also be maintained (including Written Information sent to the Customer after the telephone call). This will assist in dealing with any complaint or query. In the event of **no** Sale being made Suppliers must retain sufficient information to allow the identification of the Sales Agent involved for a minimum of 2 years. All telephone calls should be recorded (regardless of whether a Sign-up occurs) and held for a minimum of 2 years.

6.5 In the event a Sale/Sign-up is made Customers must be provided with a copy of the information that the Customer has seen or has been discussed between the Sales Agent and the Customer.~~written unit rate(s) in one of the formats specified in Section 6.3. If it has been claimed savings can be made the Written Information must also include the relevant comparative information presented to the Customer, as detailed in Section 6.4 (as a follow up as part of the Written Information).~~

6.6 The Sales Agent must:

6.6.1 not abuse the trust of vulnerable or inexperienced Customers, for example those who are elderly or those who have special needs. Sales Agents should not complete an Energy Supply Contract with Customers who are not capable, at the time of the contact, of making an informed decision as to whether or not to enter into the Contract.

6.6.2 ensure that details of how a Customer's account information may be used with respect to debt flagging is clearly set out on the Sign-up form and within the Sign-up process. Explain how a debt flag may be raised against the Customer's account by their existing Supplier.

6.6.3 state that the Customer is entering a contract.

6.6.4 provide the Customer with details of the Cooling-Off Period that applies and how to go about cancelling their request to switch Supplier within that Cooling-Off Period .

6.6.5 provide their ID name/number.

6.7 Suppliers must design application literature such that the nature of the literature or forms is clear to the Consumer. It must be made clear on the literature itself that the Consumer is entering into a legal and binding Contract and a statement of this nature should be immediately adjacent to where the Consumer signs, so that the word CONTRACT cannot be obscured or concealed.

6.8 Suppliers must within 7 days of entering into the Energy Supply Contract, take all reasonable steps to ensure the Consumer receives Written Information. This information can be sent via e mail or post and will clearly:

6.8.1 state that they have entered into a Contract.

6.8.2 State the Customer's right to cancel within the 10 working day Cooling-Off Period.

6.8.3 state the principal terms and conditions of the Contract including any fixed term conditions, duration, any applicable exit fees and any other specific conditions of the Contract.

6.8.4 state the proposed charges to be applied for the product or products being purchased under the Contract. ~~unit rates and any comparison given by a Sales Agent.~~

6.8.5 state the expected date of commencement of supply.

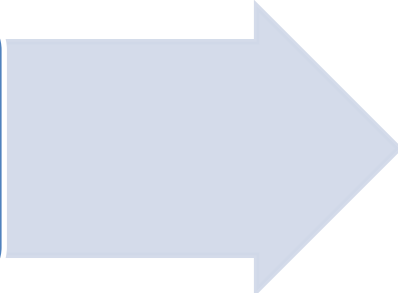
6.9 Where the Consumer indicates (within the 10 working day Cooling-Off Period) that they are not content to have entered into an Energy Supply Contract the company must take all reasonable steps to ensure that:

6.9.1 the Contract is ended.

6.9.2 the company does not begin to supply the Consumer.

6.11 In the event of a Sale/Sign-up, the Agent must inform the Customer that there is a standard Sales Checklist and that this will be sent out to them as part of their Written Information.

Section 7: Website Marketing & Sales



This Section applies when a Customer uses the website or contacts the Supplier via the website.

7.1 If a Sale/Sign-up is made via the website the Supplier must provide the Customer with a copy of the Sales Checklist (for the Customer to keep) as a follow up to the website Sign-up sent to the Customer as part of their Written Information; this is to help the Customer ensure that the website has followed the correct procedure (See Annex A).

7.2 If a Sale/Sign-up is made via the website/internet, and where the Customer has actively initiated the contact, the website must provide the information that is required for the Customer to understand the charges that will be applicable for the tariff or tariffs being displayed. This information must include:

— a) all charges applicable to the tariffs (shown individually including the relevant unit rate, VAT, and any other relevant charges including VAT)

b) the estimated annual bill figures, excluding time of use tariffs

c) where discounts or savings are presented the basis on how these have been calculated and how they apply

d) that prices are subject to change (if applicable)

e) the duration of any fixed term contracts (if applicable)

f) the amount of any termination fees (if applicable) and how they will apply

Calculation of estimated annual bill Figure

The estimated annual bill figure must include all the applicable charges (including VAT) and be the total estimated aggregate annual cost the Customer will be charged. It must be calculated using the following average annual consumption figures:

3,200 kWh for electricity and 12,000 kWh for gas.

Any other non-charge elements of the tariff such as (but not limited to) cash or non-cash vouchers, loyalty points, free energy, cash back etc must be shown separately to the estimated annual bill figure

Comparisons

If comparisons are made by the Website between tariffs being marketed they must be:

- a) Obtain on a like for like basis and based on the estimated annual bill figures and include all other applicable charges
- b) Clearly show the differences in the charges of each tariff
- c) State that the tariffs being marketed may be subject to change (if applicable) and show which charges within the tariff that may be subject to that change
- d) State the date that any fixed term contracts will end

~~7.1.1 Tariffs with standard unit rates must be shown in the following formats on the website:~~

~~Display tariffs inclusive and exclusive of VAT on a per unit basis. Rates should be shown side by side inclusive and exclusive of VAT.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)

~~Any annual or quarterly standing charges (included in any tariffs which include standing charges) must be shown as an annual or quarterly amount (or such other period e.g. monthly as is applicable) inclusive and exclusive of VAT that applies to the tariff. To avoid any confusion caused by varying consumption levels both the website will be prohibited from offering any quotes for the supply of energy to Customers on an annual bill annual cost basis. All quotations must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately.~~

~~This approach (to standing or fixed charges) should be applied to any other fixed charge applied by the Supplier. All associated fixed costs should be presented alongside unit rates and any discounts on unit rates in the same text and font size.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)	Standing Charge for Year/Period (ex. VAT)	Standing Charge for Year/Period (inc. VAT)

~~Furthermore, tariffs with any discounts being offered off the standard rate tariff of that Supplier (e.g. for Direct Debit or a discounted period) should be shown in the following format.~~

~~Each discount must be set out clearly in pence per unit (or such other discount applicable e.g. quarterly discount amount, fixed amount discount) alongside the standard unit rate to demonstrate the actual unit rate the Customer will be charged (including any discounts) and the duration of any discount.~~

Note that the discounts used in the table below are for illustrative purposes:

	Standard Unit Rate	Dual-Fuel Discount	Dual Fuel/DD Discount	Dual Fuel/DD/E-billing Discount
Pence per Unit (ex. VAT)	10.00	9.00	8.00	7.00

~~7.1.2 Where a Supplier is offering a dual fuel bundle, the gas and electricity tariffs should be shown separately with details provided on additional components of the tariff.~~

~~7.1.3 For differently composed or more complex tariffs where additional tariff rate elements are included in the proposal, such as tiered unit charges, Time of Day charges, fuel price pass through, wholesale price pass through, seasonal tariffs etc, all the relevant required information should be clearly displayed.~~

~~**7.2 For all Consumers where the website has stated or displayed they can save money on energy supply,** the website must provide a comparison with the Consumer's current unit rates (i.e. those being charged by the Consumer's existing Supplier including any current discounts given), the relevant unit rate on which the saving will be made . The format for the comparison of these unit rates must be the same as that laid out in Section 7.2. To avoid any confusion caused by varying consumption levels the website will not be permitted to provide comparisons on an annual bill or annual cost basis. All comparisons must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately. For more complex tariff offerings the website must provide clear and transparent information that illustrates the offering adequately and any savings quoted.~~

~~The unit rate comparison must:~~

~~7.2.1 be based on the best information available to the Supplier. This must be information that is accurate and relevant to proving to the (specific) Consumer that they will save money as displayed or stated by the website. If no information or inadequate information is available, then the website will not state that they can save the Consumer money and it must retract any previous statement made indicating that they could save the Consumer money.~~

~~7.2.2 include any relevant differences.~~

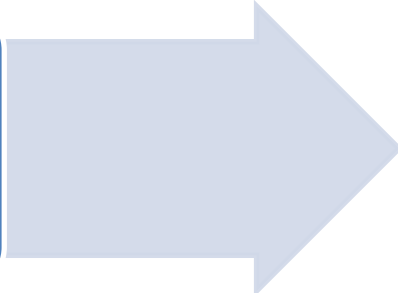
7.3 In the event a Sale/Sign-up is made, Suppliers will maintain records for not less than 2 years including the date of contact with the Consumer. Any material shown to the Customer (via the website) such as price comparison information should also be maintained (including Written Information sent to the Customer). This will assist in dealing with any complaint or query.

7.4 In the event a Sale/Sign-up is made Customers must be provided with a copy of the information that the Customer has seen on the website. ~~written unit rate(s) in one of the formats specified in Section 7.2. If it has been claimed savings can be made the Written Information must also include the relevant comparative information presented to the Customer, as detailed in Section 7.3 (as part of the Written Information).~~

7.5 The website must:

- 7.5.1 ensure that details of how a Customer's account information may be used with respect to debt flagging is clearly set out on the Sign-up form and within the Sign-up process. Explain how a debt flag may be raised against the Customer's account by their existing Supplier.
- 7.5.2 provide the Customer with details of the Cooling-Off Period that applies and how to go about cancelling their request to switch Supplier within that Cooling-Off Period .
- 7.6 Suppliers must design application literature such that the nature of the literature or forms is clear to the Consumer. It must be made clear on the literature itself that the Consumer is entering into a legal and binding Contract and a statement of this nature should be immediately adjacent to where the Consumer signs, so that the word CONTRACT cannot be obscured or concealed.
- 7.7 Suppliers must within 7 days of entering into the Energy Supply Contract, take all reasonable steps to ensure the Consumer receives Written Information. This information can be sent via e mail or post and will clearly:
 - 7.7.1 state that they have entered into a Contract.
 - 7.7.2 State the Customer's right to cancel within the 10 working day Cooling-Off Period.
 - 7.7.3 state the principal terms and conditions of the Contract including any fixed term conditions, duration, any applicable exit fees and any other specific conditions of the Contract.
 - 7.7.4 state the proposed charges to be applied for the product or products being purchased under the Contract. ~~unit rates and any comparison given by a Sales Agent.~~
 - 7.7.5 state the expected date of commencement of supply.
- 7.8 Where the Consumer indicates (within the 10 working day Cooling-Off Period) that they are not content to have entered into an Energy Supply Contract the company must take all reasonable steps to ensure that:
 - 7.8.1 the Contract is ended.
 - 7.8.2 the company does not begin to supply the Consumer.
- 7.9 Records of Sales pages displaying tariff offerings/~~unit rates~~ charges on the website and updates to these should be retained for a period of 2 years.
- 7.10 In the event of a Sale/Sign-up, the website must inform the Customer that there is a standard Sales Checklist and that this will be sent out to them as part of their Written Information.

Section 8: Marketing Material/ literature



This section applies to Marketing Materials/Literature which will be all materials and information (communicated via any medium) related to potential offerings including printed materials, information and information on websites

- 8.1 Suppliers, or those acting on behalf of the Suppliers, must ensure that any of their Marketing material is legal, decent, honest, easily understandable and truthful.
- 8.2 Information contained in Marketing literature should be as accurate and up to date as possible.
- 8.3 Where Marketing literature contains prices or price comparisons, it must provide the information required for the Customer to understand the charges that will be applicable for the ~~product~~tariff or ~~product~~tariffs being displayed or discussed in the literature.- This information must include:

a) all charges applicable to the tariffs (shown individually including the relevant unit rate, VAT, and any other relevant chargesincluding VAT)

b) the estimated annual bill figures, excluding time of use tariffs

c) where discounts or savings are presented the basis on how these have been calculated and how they apply

d) that prices are subject to change (if applicable)

e) the duration of any fixed term contracts (if applicable)

f) the amount of any termination fees (if applicable) and how they will apply

Calculation of estimated annual bill figure

The estimated annual bill figure must include all the applicable charges (including VAT) and be the total estimated aggregate annual cost the Customer will be charged. It must be calculated using the following average annual consumption figures:

3,200 kWh for electricity and 12,000 kWh for gas.

Any other non-charge elements of the tariff such as (but not limited to) cash or non-cash vouchers, loyalty points, free energy, cash back etc must be shown separately to the estimated annual bill figure

Comparisons

If any tariff comparisons are made in the marketing material they must be:

- a) be on a like for like basis and based on the estimated annual bill figures and include all other applicable charges
- b) clearly show the differences in the charges of each tariff
- c) state that the tariffs being marketed may be subject to change (if applicable) and show which charges within the tariff that may be subject to that change
- d) state the date that any fixed term contracts will end

~~the unit rate which the Customer will be charged for all products discussed in the literature must be provided.~~

~~8.2.1 Tariffs with standard unit rates must be shown in the following formats:~~

~~Display tariffs inclusive and exclusive of VAT on a per unit basis. Rates should be shown side by side inclusive and exclusive of VAT.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)

~~Any annual or quarterly standing charges (included in any tariffs which include standing charges) must be shown as an annual or quarterly amount (or such other period e.g. monthly as is applicable) inclusive and exclusive of VAT that applies to the tariff. To avoid any confusion caused by varying consumption levels Marketing material or literature must not quote for the supply of energy to Customers on an annual bill or annual cost basis. All quotations provided in Marketing material or literature must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately.~~

~~This approach (to standing or fixed charges) should be applied to any other fixed charge applied by the Supplier. All associated fixed costs should be presented alongside unit rates and any discounts on unit rates in the same text and font size.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)	Standing Charge for Year/Period (ex. VAT)	Standing Charge for Year/Period (inc. VAT)

~~Furthermore, tariffs with any discounts being offered off the standard rate tariff of that Supplier (e.g. for Direct Debit or a discounted period) should be shown in the following format.~~

~~Each discount must be set out clearly in pence per unit (or such other discount applicable e.g. quarterly discount amount, fixed amount discount) alongside the standard unit rate to demonstrate the actual unit rate the Customer will be charged (including any discounts) and the duration of any discount.~~

~~Note that the discounts used in the table below are for illustrative purposes:~~

	Standard Unit Rate	Dual Fuel Discount	Dual Fuel/DD Discount	Dual Fuel/DD/E-billing Discount
Pence per Unit (ex. VAT)	10.00	9.00	8.00	7.00

~~8.2.2 Where a Supplier is offering a dual fuel bundle, the gas and electricity tariffs should be shown separately with details provided on additional components of the tariff.~~

~~8.2.3 For differently composed or more complex tariffs where additional tariff rate elements are included in the proposal, such as tiered unit charges, Time of Day charges, fuel price pass through, wholesale price pass through, seasonal tariffs etc, all the relevant required information should be clearly displayed.~~

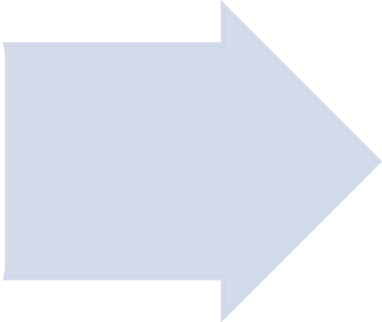
~~**8.3 For all circumstances where the Marketing material or literature states that a Customer can save money on energy supply,** the Marketing material or literature must provide a comparison with the Consumer's current unit rates (i.e. those being charged by the Consumer's existing Supplier including any current discounts given) or the relevant rate on which the Supplier is claiming that savings can be made. The format for the comparison of these unit rates must be the same as that laid out in Section 8.3. To avoid any confusion caused by varying consumption Marketing material or literature will not be permitted to provide comparisons on an annual bill or annual cost basis. All comparisons must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately. For more complex tariff offerings Agents must provide clear and transparent information that illustrates the offering adequately and any savings quoted.~~

~~**The unit rate comparison must:**~~

~~8.3.1 be based on the best information available to the Supplier/Agent. This must be information that is accurate and relevant to proving to the Consumer that switching will save them money as stated in the Marketing material or literature. If no information or inadequate information is available then the Marketing material or literature will not state that the Supplier can save the Consumer money.~~

~~8.3.2 include any relevant differences.~~

Section 9: Marketing by Electronic Communication



This Section applies when a Supplier or its Agent engages in Marketing by Electronic Communication. This includes, but is not limited to, mediums such as email, text message/SMS or through Social Media.

9.1 Where a Supplier engages in Marketing via e-mail to Customers, the Supplier must provide the following information to Customers:

- 9.1.1 the Supplier's name and address; and
- 9.1.2 the Supplier's e-mail address or other means of electronic contact; or
- 9.1.3 the Supplier's contact telephone number; and
- 9.1.4 an easy method of unsubscribing/ removing their email address from future messages at no cost to the Customer. This should be clearly shown on the e-mail.

9.2 Where a Supplier engages in Marketing via SMS to Customers, the Supplier must provide the following information to Customers:

- 9.2.1 the Supplier's name and contact number; and
- 9.2.2 an easy method of unsubscribing/removing their mobile phone number from future messages at no cost to the Customer.

9.3 If the Consumer chooses to opt out of future Marketing the Supplier must not contact that Consumer in any way for Marketing purposes, unless the Consumer has agreed or asked for further contact. The Supplier must suppress their details or move their details to a 'not for contact' file or database within 28 days. After that time, the Consumer should not be contacted without their consent. A Consumer may ask for written confirmation from the Supplier that they will not be contacted and this should be provided within 40 days of the request.

9.4 Where a Supplier employs Agents/Third Party Intermediary to conduct direct Marketing on its behalf, any requests from Consumers to be removed from the database should be forwarded to that Agent who must follow the same procedure.

9.5 A Supplier must be able to show that it is complying by keeping a 'not for contact' database.

9.6 In any instance where an advertisement, Marketing material/literature or link to a website is cited in any of these mediums (e-mail, text or social media), that advertisement or Marketing material/literature or website material must also comply with the following requirements laid out in Sections 9.7 to Section 9.10~~1~~.

9.7 Suppliers, or those acting on behalf of the Suppliers, must ensure that any of their Marketing material is legal, decent, honest, easily understandable and truthful.

9.8 Information contained in Marketing literature should be as accurate and up to date as possible.

9.9 All Marketing communications should respect the principles of fair competition.

9.10 Where Marketing Materials contains prices or price comparisons, it must provide the information required for the Customer to understand the charges that will be applicable for the product tariff or product tariffs being displayed or discussed. This information must include:

a) all charges applicable to the tariffs (shown individually including the relevant unit rate, VAT, and any other relevant charges including VAT)

b) the estimated annual bill figures, excluding time of use tariffs

c) where discounts or savings are presented the basis on how these have been calculated and how they apply

d) that prices are subject to change (if applicable)

e) the duration of any fixed term contracts (if applicable)

f) the amount of any termination fees (if applicable) and how they will apply

Calculation of estimated annual bill figure

The estimated annual bill figure must include all the applicable charges (including VAT) and be the total estimated aggregate annual cost the Customer will be charged. It must be calculated using the following average annual consumption figures:

3,200 kWh for electricity and 12,000 kWh for gas.

Any other non-charge elements of the tariff such as (but not limited to) cash or non-cash vouchers, loyalty points, free energy, cash back etc must be shown separately to the estimated annual bill figure

Comparisons

If any tariff comparisons are made in the marketing material they must be:

a) ~~be~~ on a like for like basis and based on the estimated annual bill figures and include all other applicable charges

b) ~~clearly~~ show the differences in the charges of each tariff

c) ~~state~~ that the tariffs being marketed may be subject to change (if applicable) and show which charges within the tariff that may be subject to that change

d) State the date that any fixed term contracts will end

~~the unit rate which the Customer will be charged for all products discussed in the literature must be provided.~~

~~9.9.1 Tariffs with standard unit rates must be shown in the following formats:~~

~~Display tariffs inclusive and exclusive of VAT on a per unit basis. Rates should be shown side by side inclusive and exclusive of VAT.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)

~~Any annual or quarterly standing charges (included in any tariffs which include standing charges) must be shown as an annual or quarterly amount (or such other period e.g. monthly as is applicable) inclusive and exclusive of VAT that applies to the tariff. To avoid any confusion caused by varying consumption levels Marketing material or literature must not quote for the supply of energy to Customers on an annual bill or annual cost basis. All quotations provided in Marketing material or literature must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately.~~

~~This approach (to standing or fixed charges) should be applied to any other fixed charge applied by the Supplier. All associated fixed costs should be presented alongside unit rates and any discounts on unit rates in the same text and font size.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)	Standing Charge for Year/Period (ex. VAT)	Standing Charge for Year/Period (inc. VAT)

~~Furthermore, tariffs with any discounts being offered off the standard rate tariff of that Supplier (e.g. for Direct Debit or a discounted period) should be shown in the following format.~~

~~Each discount must be set out clearly in pence per unit (or such other discount applicable e.g. quarterly discount amount, fixed amount discount) alongside the standard unit rate to demonstrate the actual unit rate the Customer will be charged (including any discounts) and the duration of any discount.~~

~~Note that the discounts used in the table below are for illustrative purposes:~~

	Standard Unit Rate	Dual Fuel Discount	Dual Fuel/DD Discount	Dual Fuel/DD/E

				billing Discount
Pence per Unit (ex. VAT)	10.00	9.00	8.00	7.00

~~9.9.2 Where a Supplier is offering a dual fuel bundle, the gas and electricity tariffs should be shown separately with details provided on additional components of the tariff.~~

~~9.9.3 For differently composed or more complex tariffs where additional tariff rate elements are included in the proposal, such as tiered unit charges, Time of Day charges, fuel price pass through, wholesale price pass through, seasonal tariffs etc, all the relevant required information should be clearly displayed.~~

~~9.10 For all circumstances where the Marketing material or literature states that a Customer can save money on energy supply, the Marketing material or literature must provide a comparison with the Consumer's current unit rates (i.e. those being charged by the Consumer's existing Supplier including any current discounts given) or the relevant rate on which the Supplier is claiming that savings can be made. The format for the comparison of these unit rates must be the same as that laid out in Section 9.10. To avoid any confusion caused by varying consumption Marketing material or literature will not be permitted to provide comparisons on an annual bill or annual cost basis. All comparisons must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately. For more complex tariff offerings Agents must provide clear and transparent information that illustrates the offering adequately and any savings quoted.~~

~~The unit rate comparison must:~~

~~9.10.1 be based on the best information available to the Supplier/Agent. This must be information that is accurate and relevant to proving to the Consumer that switching will save them money as stated in the Marketing material or literature. If no information or inadequate information is available then the Marketing material or literature will not state that the Supplier can save the Consumer money.~~

~~9.10.2 include any relevant differences.~~

Section 10: Marketing by Post



This Section applies if a Supplier or someone acting on their behalf carries out marketing by post.

10.1 Suppliers, or those acting on behalf of the Suppliers, carrying out Marketing by post must ensure that any of their Marketing material is legal, decent, honest, easily understandable and truthful.

10.2 Information contained in Marketing literature should be as accurate and up to date as possible.

10.3 Where Marketing literature contains prices or price comparisons, it must provide the information required for the Customer to understand the charges that will be applicable for the product tariff or product tariffs being discussed in the literature. This information must include:

a) all charges applicable to the tariffs (shown individually including the relevant unit rate, VAT, and any other relevant charges including VAT)

b) the estimated annual bill figures, excluding time of use tariffs

c) where discounts or savings are presented the basis on how these have been calculated and how they apply

d) that prices are subject to change (if applicable)

e) the duration of any fixed term contracts (if applicable)

f) the amount of any termination fees (if applicable) and how they will apply

Calculation of estimated annual bill figure

The estimated annual bill figure must include all the applicable charges (including VAT) and be the total estimated aggregate annual cost the Customer will be charged. It must be calculated using the following average annual consumption figures:

3,200 kWh for electricity and 12,000 kWh for gas.

Any other non-charge elements of the tariff such as (but not limited to) cash or non-cash vouchers, loyalty points, free energy, cash back etc must be shown separately to the estimated annual bill figure

Comparisons

If any tariff comparisons are made in the marketing material they must be:

- a) be on a like for like basis and based on the estimated annual bill figures and include all other applicable charges
- b) clearly show the differences in the charges of each tariff
- c) state that the tariffs being marketed may be subject to change (if applicable) and show which charges within the tariff that may be subject to that change
- d) state the date that any fixed term contracts will end

~~the unit rate which the Customer will be charged for all products discussed in the literature must be provided.~~

~~10.2.1 Tariffs with standard unit rates must be shown in the following formats:~~

~~Display tariffs inclusive and exclusive of VAT on a per unit basis. Rates should be shown side by side inclusive and exclusive of VAT.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)

~~Any annual or quarterly standing charges (included in any tariffs which include standing charges) must be shown as an annual or quarterly amount (or such other period e.g. monthly as is applicable) inclusive and exclusive of VAT that applies to the tariff. To avoid any confusion caused by varying consumption levels Marketing material or literature must not quote for the supply of energy to Customers on an annual bill amount or annual cost basis. All quotations provided in Marketing material or literature must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately.~~

~~This approach (to standing or fixed charges) should be applied to any other fixed charge applied by the Supplier. All associated fixed costs should be presented alongside unit rates and any discounts on unit rates in the same text and font size.~~

Tariff Name	Pence per unit (ex. VAT)	Pence per unit (inc. VAT)	Standing Charge for Year/Period (ex. VAT)	Standing Charge for Year/Period (inc. VAT)

~~Furthermore, tariffs with any discounts being offered off the standard rate tariff of that Supplier (e.g. for Direct Debit or a discounted period) should be shown in the following format.~~

~~Each discount must be set out clearly in pence per unit (or such other discount applicable e.g. quarterly discount amount, fixed amount discount) alongside the standard unit rate to demonstrate the actual unit rate the Customer will be charged (including any discounts) and the duration of any discount.~~

~~Note that the discounts used in the table below are for illustrative purposes:~~

	Standard Unit Rate	Dual Fuel Discount	Dual Fuel/DD Discount	Dual Fuel/DD/E-billing Discount
Pence per Unit (ex. VAT)	10.00	9.00	8.00	7.00

~~10.2.2 Where a Supplier is offering a dual fuel bundle, the gas and electricity tariffs should be shown separately with details provided on additional components of the tariff.~~

~~10.2.3 For differently composed or more complex tariffs where additional tariff rate elements are included in the proposal, such as tiered unit charges, Time of Day charges, fuel price pass through, wholesale price pass through, seasonal tariffs etc, all the relevant required information should be clearly displayed.~~

~~**10.3 For all circumstances where the Marketing material or literature states that a Customer can save money on energy supply,** the Marketing material or literature must provide a comparison with the Consumer's current unit rates (i.e. those being charged by the Consumer's existing Supplier including any current discounts given) or the relevant rate on which the Supplier is claiming that savings can be made. The format for the comparison of these unit rates must be the same as that laid out in Section 10.3. **To avoid any confusion caused by varying consumption Marketing material or literature will not be permitted to provide comparisons on an annual bill or annual cost basis. All comparisons must be on the basis of unit rates only or standing/fixed charges by period with unit rates shown separately. For more complex tariff offerings Agents must provide clear and transparent information that illustrates the offering adequately and any savings quoted.**~~


~~**The unit rate comparison must:**~~

~~10.3.1 be based on the best information available to the Supplier/Agent. This must be information that is accurate and relevant to proving to the Consumer that switching will save them money as stated in the Marketing material or literature. If no information or inadequate information is available then the Marketing material or literature will not state that the Supplier can save the Consumer money.~~

~~10.3.2 include any relevant differences.~~

10.4 Consumers are entitled to request that they no longer receive Marketing material (i.e. Marketing material which is addressed to them) from a Supplier. Suppliers are obliged to ensure those Consumers no longer receive Marketing material from them. In addition to this, Suppliers may not pass on any information they hold on a Customer to any Third Party.

- 10.5** If the Consumer chooses to opt out of future Marketing the Supplier must not contact that Consumer in any way for Marketing purposes, unless the Consumer has agreed or asked for further contact. The Supplier must suppress their details or move their details to a 'not for contact' file or database within 28 days. After that time, the Consumer should not be contacted without their consent. A Consumer may ask for written confirmation from the Supplier that they will not be contacted and this should be provided within 40 days of the request.
- 10.6** Where a Supplier employs Agents/Third Party Intermediary to conduct direct Marketing on its behalf, any requests from Consumers to be removed from the database should be forwarded to that Agent who must follow the same procedure.
- 10.7** A Supplier must be able to show that it is complying by keeping a 'not for contact' database.
- 10.8** Consumers may continue to receive general Marketing information from their Supplier if delivered along with their bill from their supplier.



Glossary of Terms

Code/Marketing Code of Practice means this Code of Practice for the Marketing of Energy Supply.

Consumer/Customer: A Consumer/Customer can be either an existing or potential Consumer/Customer of an electricity and/or natural gas Supplier. In this document, Consumer/Customer refers to domestic Consumers/Customers only.

Cooling Off Period: refers to the Period of time after a purchase during which the purchaser has the right to return goods for a refund, or to cancel a Contract without penalty

Doorstep Selling/Doorstep Sales: Doorstep selling is when someone e.g. a Sales Agent sells or attempts to sell services/products in someone's home or on their doorstep.

Energy Supply Contract/Contract: Contract between a Supplier and a Consumer for the Sale of electricity or gas under agreed terms.

Face-to-Face Selling/Contact: Face-to-face selling and contact with Customers is taken to mean any situation whereby a Sales representative of the energy Supplier comes into contact with a potential Customer (e.g. shopping centre stands)

Marketing / Marketing Activities: Marketing/Marketing Activities refers to the practices of an electricity and/or natural gas Supplier/Sales Agent/Third Party Intermediary when selling or attempting to sell their services/products to a Consumer.

Sales/ Sales Activities: Sales activities refers to the practices of an electricity and/or natural gas Supplier/Sales Agent/Third Party Intermediary when selling or attempting to sell their services/products to a Consumer

Sales Agent/Agent: A Sales Agent refers to a person or organisation which conducts Marketing/Sales activities on behalf of electricity and natural gas Suppliers.

Sign-up or Signed up: the process which culminates in the action of a Customer signing up to or entering into an Energy Supply Contract.

Sale: the process which culminates in the action of a Customer signing up to or entering into an Energy Supply Contract.

Supplier: A Supplier refers to an electricity or natural gas company providing a supply of electricity or natural gas in Northern Ireland

Third Party Intermediary/Third Party: Any party/organisation/person who acts on behalf of the Supplier with regard to any activity which may culminate in the 'sale' of electricity or the Sign-up of a Customer

Written Information is information supplied to a Consumer/Customer after a Sale has been made. It can be sent via post/e-mail or any other medium.

Any other terms used in this code which are also used in the electricity and/or gas supply licences (whether specifically defined or not) shall be taken to have the same meaning as they have in those licences.

Annex A – Sales Checklist format

Suppliers are free to brand the Sales Checklist, however the Sales Checklist should state the following as is:

Energy Sales Checklist

The Utility Regulator requires all Suppliers to give potential Customers a copy of this Sales Checklist before a potential Sale/Sign-up.

Please go through each question and make sure that the Sales Agent/website has covered each step.

Did the Agent:

a) In the case of Face-to-Face or Doorstep Sales, show you his/her identification card and tell you which company they are working for?

Did the Agent/Website

b) Detail the products on offer and explain the charges to you?

c) Explain how any discounts will be applied to your account?

d) Explain the key terms and conditions of supply?

e) Explain how long the Contract applies for?

f) Explain how you will be billed?

g) Explain how to make payments on your account and any budgeting options available? By direct debit, in cash

h) Explain any deposit that may apply to your account?

i) Explain any penalties that apply if you do not meet the terms of the Contract?

j) Explain how to cancel your Contract if you change your mind? (Applies to Domestic Customers only)

k) Explain how your existing account will be closed and your new account will be opened

l) Give you a copy of your terms and conditions and the rates that apply to your account or explain how these will be sent to you?

m) Confirm that you understand that you are switching to a specified product with a specified payment method and explain any fixed term conditions you are agreeing to as part of the Contract. This should include duration and any applicable exit fees and any other specific conditions of the fixed term.

n) Provide you with details of the Cooling-Off Period (Applies to Domestic Customers only) that applies and how to go about cancelling their request to switch Supplier within that Cooling-Off Period.

In the case of Face-to-Face/Doorstep Sales /website

o) Confirm that you have read and understood this checklist?

If you believe our Agent has acted inappropriately or you would like to confirm any aspect of your new account you can contact our Customer services team: INSERT SUPPLIER CONTACT DETAILS WHICH WILL, AS A MINIMUM, INCLUDE A SUPPLIER (not Agent) TELEPHONE NUMBER.