

Marketing Code of Practice for Business
Customers

The UR Marketing Code of Practice for Business Consumers

This Code does not apply to electricity business consumers with an MIC \geq 70kVA.; or with annual consumption \geq 150MWh (per site, or in aggregate for customers with multiple sites). This Code also does not apply to natural gas business consumers with annual consumption \geq 732,000 KWh.

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.



- 1.1** For clarity, where a Supplier contracts with a third party for the provision of Sales Agents, the Supplier must ensure that the third party complies with all components of this Code. Any breaches of this Code by a third party will be deemed to be a breach by the Supplier.

A blue rounded square containing the text 'Section 2: Recruitment and Training' is positioned to the left of a large, light blue arrow pointing to the right.

Section 2: Recruitment and Training

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 in roles which might involve or will involve communication with Customers for the purpose of its Marketing Activities. These procedures must be fully compliant with all current employment legislation.
- 2.2 If a Sales Agent ceases to represent the Supplier, the Supplier should ensure retrieval of the agent's ID card.
- 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.

Training

- 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 be linked to a verifiable standard of competence measurement.
 - 2.4.5 include defined monitoring procedures to ensure consistency of training delivery.
 - 2.4.6 be effective and up to date.
Should contain details such as:
 - 2.4.7 relevant customer terms and conditions.
 - 2.4.8 relevant principles of consumer protection law.
 - 2.4.9 customer cancellation process.
 - 2.4.10 the procedure for handling customer complaints.
 - 2.4.11 the consequences of mis-selling or deliberately giving false information to a customer or any other such breach of this Code.

A blue rounded square containing the text 'Section 3: Doorstep Selling' is positioned to the left of a large, light blue arrow pointing to the right.

Section 3: Doorstep Selling

- 3.1** If a Supplier engages in marketing calls at a consumer's premises, upon arrival, the Supplier 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 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 must leave the premises immediately and inform the consumer they can be removed from the contact list. The Supplier 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 agent has followed the correct procedure (See Annex A).
- 3.2** A consumer has the right to refuse to let the salesperson enter their premises, and may wish to end the conversation. If a customer indicates that the contact is unwelcome the salesperson must cease immediately and leave the premises.
- 3.3** Contacting business customers -there are no specific time constraints on when business consumers can be contacted. However Suppliers are asked to exercise reasonable judgment outside the consumer's normal business hours. Suppliers should be aware that business opening hours vary before contacting the business consumer.
- 3.4** Sales Agents will:
- 3.4.1** 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** Sales Agents must at all times:
- 3.5.1** be courteous and professional.

3.5.2 not give any misleading information or make false assumptions, in particular over potential savings, or act to mislead or make omissions designed to mislead.

3.5.3 not use high pressure tactics and be fully compliant with all current relevant consumer protection and sales legislation.

3.6 Sales Agents must provide the consumer in writing or by means of an electronic display, the unit rate which the customer will be charged for all products discussed.

3.6.1 Tariffs with standard unit rates should be shown in the following formats:

Display tariffs exclusive of VAT on a per unit basis.

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

Furthermore tariffs with any discounts being offered off the standard rate tariff of that Supplier should be clearly shown.

Each discount must be set out clearly in pence per unit 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	Discount A	Discount A/Discount B	Discount A/Discount B/Discount C
Pence per Unit (ex. VAT)	10.00	9.00	8.00	7.00

- 3.6.2 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.
- 3.6.3 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.
- 3.7** For all consumers where the Sales Agent had **stated they can save money on Energy Supply if they switch from their current supplier to the agents’s supplier**, the Sales Agent must provide a comparison with the consumers current unit rates (i.e. those being charged by the consumers 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 3.6. To avoid any confusion caused by varying consumption levels agents will not be permitted to provide comparisons on an annual bill 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.

If applicable, unit rate, comparisons 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 six months.

3.9 Where the customer enters into an Energy Supply contract the Sales Agent must provide the customer with a copy of the written unit rate(s) in one of the formats specified in Section 3.6 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 Section 3.7 or a copy of the comparative information is left with the customer to keep.

3.10 The sales agent must:

3.10.1 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.

3.10.2 confirm that the customer has read and understood the doorstep/face-to-face sales checklist (where the customer is being signed up in person).

3.10.3 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 or AGREEMENT 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 and will clearly:

3.12.1 state that they have entered into a contract.

3.12.2 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.

3.12.3 state the proposed unit rates and any comparison given by a sales agent .

3.12.4 state the expected date of commencement of supply.



4.1 In relation to Face to Face selling, as well as the stipulations laid out here in 4, the following elements of Section 3 (Doorstep Selling) should also be adhered to:

- 3.1.1, 3.1.3
- 3.5
- 3.6
- 3.7
- 3.8
- 3.9
- 3.10
- 3.11
- 3.12

4.2 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.



5.1 In any telephone call made by or on behalf of a Supplier to a customer for the purposes of marketing, 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 customers mind.**

5.3 If told that they do not wish to be contacted again by the Supplier for telesales, the Supplier should adhere to this wish and place the customer on their 'not for contact list'.

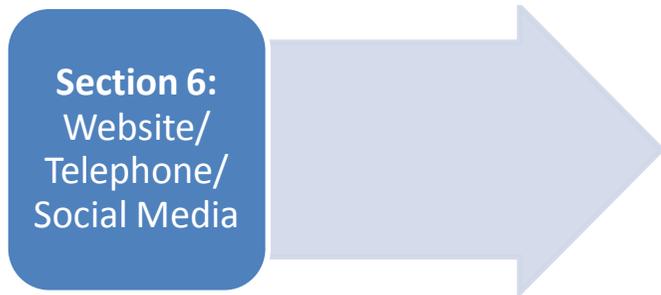
5.4 Suppliers will also use the Telephone Preference Service¹ which applies to Sole Traders and the Corporate Telephone Preference Service².

¹ <http://www.tpsonline.org.uk/tps/whatistps.html>

5.5 Contacting Customers - there are no specific time constraints on when business Consumers can be contacted. However Suppliers are asked to exercise reasonable judgment outside the Consumer's normal business hours. Suppliers should be aware that business opening hours vary before contacting the business consumer.

5.6 Similarly to Section 4 (Face-to-Face selling/contact) the following elements of Section 3 (Doorstep selling) will also apply:

- 3.1.3 (follow up to website or telephone contact by the customer sent to customer as part of their 'written information')
- 3.5
- 3.6 (this would be a follow up to the telephone call sent to customer as part of their 'written information')
- 3.7 (this would be a follow up to the telephone call sent to customer as part of their 'written information')
- 3.8 (as well as all telesales being recorded (regardless of whether a sign up occurs) and held for a minimum of 6 months)
- 3.9 (this would be a follow up to the telephone call sent to customer as part of their 'written information')
- 3.10
- 3.11
- 3.12



This Section applies when a customer proceeds with an application to switch online or via the telephone i.e. where the customer has proactively engaged with the Supplier.

² <http://www.tpsonline.org.uk/tps/whatiscorporatetps.html>

6.1 If a customer is 'signed up' via the website/internet then the Supplier must also comply with the following sections of this Code:

- 3.1.3 (follow up to website or telephone contact by the customer sent to customer as part of their 'written information')
- 3.5 – telephone only
- 3.6 – (follow up to website or telephone contact by the customer sent to customer as part of their 'written information' pack)
- 3.7 – (follow up to website or telephone contact by the customer sent to customer as part of their 'written information' pack)
- 3.8 (as well as all telesales being recorded (regardless of whether a sign up occurs) and held for a minimum of 6 months)
- 3.9 - (follow up to website or telephone contact by the customer sent to customer as part of their 'written information' pack except for the requirement for a physical signature on the rate sheet)
- 3.10 of this Code except for 3.10.3 for online sign up
- 3.11
- 3.12

6.2 Records of sales pages on the website, and updates to these, should be retained for a period of 2 years.



Section 7: Marketing Material/ literature

Marketing Materials will be all materials and information related to potential offerings including printed materials, information and information on websites

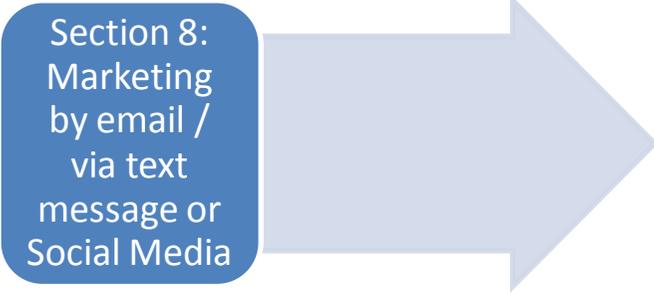
7.1 Suppliers, or those acting on behalf of the Suppliers, must ensure that any of their marketing material is legal, decent, honest, easily understandable and truthful.

7.2 Information contained in marketing literature should be as accurate and up to date as possible.

7.3 All marketing communications should respect the principles of fair competition.

7.4 Marketing communications must be in line, and fully compliant, with all current relevant advertising and marketing legislation.

7.5 Where marketing literature contains prices or price comparisons it must comply with those conditions set out in 3.6 and 3.7.



Section 8:
Marketing
by email /
via text
message or
Social Media

8.1 Suppliers may send electronic mail or SMS for direct marketing purposes in line with appropriate regulations.

8.2 Where a Supplier engages in marketing via e-mail to customers, the Supplier must provide the following information to customers:

8.2.1 the Supplier's name and address; and

8.2.2 the Supplier's e-mail address or other means of electronic contact; or

8.2.3 the Supplier's contact telephone number; and

8.2.4 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.

8.3 Where a Supplier engages in marketing via SMS to customers, the Supplier must provide the following information to customers:

8.3.1 the Supplier's name, and contact number; and

8.3.2 an easy method of unsubscribing/removing their mobile phone number from future messages at no cost to the customer

8.4 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.

8.5 Where a Supplier employs agents 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.

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

8.7 Suppliers will also use the Telephone Preference Services³ which applies to Sole Traders and the Corporate Telephone Preference Service⁴.

8.8 In relation to Marketing by email/via text message or Social Media a Supplier must also adhere to the conditions laid out in Section 7 of this Code.



Section 9: Marketing by Post

9.1 If a Supplier or someone acting on their behalf carries out marketing by post they must also comply with Section 7 of this Code and respect the appropriate regulations applicable in Northern Ireland for all marketing communications.

9.2 Consumers are entitled to request that they no longer receive marketing material (i.e. marketing material which is addressed to them) from a Supplier.

³ www.tpsonline.org.uk/tps/whatistps.html or contact 0845 070 0707.

⁴ <http://www.tpsonline.org.uk/tps/whatiscorporatetps.html>



Glossary of Terms

Agent: An agent refers to a person or organisation which conducts marketing activities on behalf of electricity and natural gas Suppliers.

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 refers to business consumers only.

Marketing / Marketing Activities: Marketing activities refers to the practices of an electricity and / or natural gas Supplier when selling their services to a consumer.

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

Banned Practices: are any practice banned under the Consumer Protection from Unfair Trading Regulations 2008.

“Code”: or “Marketing Code of Practice” means this Code of Practice for the Marketing of Energy Supply.

‘Written Information’ is information supplied to a consumer/customer after a sale has been made. It can be sent via post or via e mail.

Doorstep Selling: Doorstep selling is when someone sells services in someone's home or on their doorstep.

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. trade shows)

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

Annexe A – Sales checklist format

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

Energy Sales Checklist

The Utility Regulator requires all suppliers to give potential customers a copy of this checklist before signing them up for an account.

Please go through each question and make sure that the sales agent has covered each step.

Did the agent:

- a) In the case of face-to-face or doorstep, show you his/her identification card and tell you which company they are working for?
- b) Go through 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 line with existing legislation).
- 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.