

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. 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 this condition and all suppliers must comply with this code.

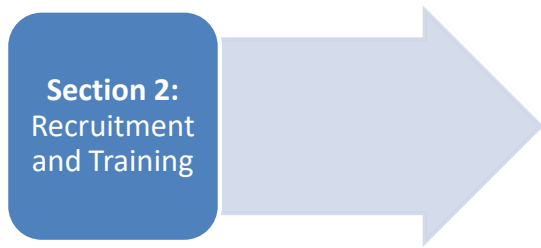
A Glossary of Terms is contained at the back of this document.



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 websites 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 ~~T~~hird ~~P~~arty. Any breaches of this Code by a ~~T~~hird ~~P~~arty will be deemed to be a breach by the Supplier.



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 ~~T~~hird ~~P~~arties 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 ~~a~~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

- ~~2.42.3~~ 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.
- ~~2.52.4~~ Suppliers will ensure that as a minimum the training will:

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- ~~2.5.12.4.1~~ take into account the knowledge and skills necessary to fulfil the role.
- ~~2.5.22.4.2~~ take into account changes in the market and to products/services, legislation and regulation.
- ~~2.5.32.4.3~~ Insofar as possible be reflective of ~~consumer~~Consumer ethnicity and diversity.
- ~~2.5.42.4.4~~ be linked to a verifiable standard of competence measurement.
- ~~2.5.52.4.5~~ include defined monitoring procedures to ensure consistency of training delivery.
- ~~2.5.62.4.6~~ be effective and up to date.

Should contain details such as:

- ~~2.5.72.4.7~~ relevant ~~customer~~Customer terms and conditions.
- ~~2.5.82.4.8~~ relevant principles of ~~consumer~~Consumer protection law.
- ~~2.5.92.4.9~~ ~~customer~~Customer cancellation process.
- ~~2.5.102.4.10~~ the procedure for handling ~~customer~~Customer complaints.
- ~~2.5.112.4.11~~ the consequences of mis-selling or deliberately giving false information to a ~~customer~~Customer or any other such breach of this Code.



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 ~~m~~Marketing/Sales calls at a ~~consumer~~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~~Consumer if asked. Sales Agents must not misrepresent themselves or the purpose of their visit.

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3.1.2 Give the ~~consumer~~Consumer the reason for the visit and clarify if the ~~consumer~~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~~Consumer they can be removed from the contact list. The Supplier/~~Agent~~ must tell the ~~consumer~~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~~Customer with a copy of the ~~sales checklist~~Sales Checklist (for the ~~customer~~Customer to keep) prior to the commencement of the ~~S~~sales pitch; this is to help the ~~customer~~Customer ensure that the ~~agent~~Supplier/~~Agent~~ has followed the correct procedure (See Annex A).

3.2 A ~~consumer~~Consumer has the right to refuse to let the ~~salesperson~~Sales Agent enter their premises, and may wish to end the conversation. If a ~~customer~~Customer indicates that the contact is unwelcome the ~~salesperson~~Sales Agent must cease immediately and leave the premises.

3.3 Contacting business ~~customers~~Customers - there are no specific time constraints on when business ~~consumers~~Consumers can be contacted. However Suppliers are asked to exercise reasonable judgment outside the ~~consumer's~~Consumer's normal business hours. Suppliers should be aware that business opening hours vary before contacting the business ~~consumer~~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~~Consumer does not wish to receive uninvited ~~e~~Doorstep ~~s~~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~~Consumer in writing or by means of an electronic display, the unit rate which the ~~customer~~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)
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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 ~~agent~~Agents will be prohibited from offering any quotes for the supply of energy to ~~customer~~Customers on an annual bill or ~~annual amount~~ 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)	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 (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~~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
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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 ~~consumer~~Consumers where the Sales Agent had stated they can save money on ~~Energy Supply~~ energy supply if they switch from their current supplier to the agent's supplier, the Sales Agent must provide a comparison with the ~~consumer~~Consumer's current unit rates (i.e. those being charged by the ~~consumer~~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 agentAgents 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 ~~agentAgents~~ must provide clear and transparent information that illustrates the offering adequately and any savings quoted.

~~If applicable,~~ The 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~~Consumer that switching will save them money as stated by the ~~Sales Agent~~ Sales Agent. If no information or inadequate information is available e.g. if the ~~Sales Agent~~ Sales Agent cannot ascertain what the ~~consumer~~Consumer's current unit rate is, then the ~~Sales Agent~~ Sales Agent will not state that he/she can save the ~~consumer~~Consumer money or they will retract any previous statement made indicating that they could save the ~~consumer~~Consumer money.

3.7.2 include any relevant differences.

3.8 In the event a ~~Sale/Sign-up~~ Sale/Sign-up is made, Suppliers will maintain records for not less than 2 years including the date of contact with the ~~consumer~~Consumer and sufficient information to allow the positive identification of the Sales Agent involved. Any material shown to the ~~customer~~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~~ Sale being made Suppliers must retain sufficient information to allow the identification of the Sales Agent involved for a minimum of 2 years.~~six months.~~

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

3.10 The ~~s~~Sales a~~g~~ent must:

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

3.10.2 state that the Customer is entering a contract

~~3.10.2~~ 3.10.3 confirm that the ~~customer~~Customer has read and understood the ~~doorstep/face-to-face sales checklist~~Sales Checklist ~~(where the customer is being signed up in person).~~

~~3.10.3~~ 3.10.4 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~~Consumer. It must be made clear on the literature itself that the ~~consumer~~Consumer is entering into a legal and binding ~~contract~~Contract and a statement of this nature should be immediately adjacent to where the ~~consumer~~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 ~~e~~Contract, take all reasonable steps to ensure the ~~consumer~~Consumer receives ~~“written information”~~Written Information. This information can be sent via e mail or post (or left directly with the Customer) and will clearly:

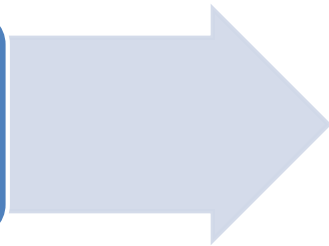
3.12.1 state that they have entered into a ~~contract~~Contract.

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

3.12.3 state the proposed unit rates and any comparison given by a ~~S~~sales a~~g~~ent.

3.12.4 state the expected date of commencement of supply.

Section 4:
Face-to-Face
**Marketing
and Sales**
selling/contact



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).

4.2 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:

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).

~~3.1.1, 3.1.3~~

4.2 Sales Agents must at all times:

4.2.1 be courteous and professional.

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

4.2.3 not use high pressure tactics.

4.3 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.

4.3.1 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) 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)	Standing Charge for Year/Period (ex. VAT)

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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	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

4.3.2 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.

4.3.3 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.

4.4 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.

If applicable, unit rate comparisons must:

4.4.1 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.

4.4.2 include any relevant differences.

4.4.5 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.

4.6 In the event a Sale/Sign-Up is made the Sales Agent must provide the Customer with a copy of the 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 4.4.

4.7 The Sales Agent must:

- 4.7.1 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.
- 4.7.2 state that the Customer is entering a contract
- 4.7.3 confirm that the Customer has read and understood the ~~doorstep/face to face~~ Sales Checklist.
- 4.7.4 provide their ID name/number in writing.

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.

4.9 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:

- 4.9.1 state that they have entered into a Contract.
- 4.9.2 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.
- 4.9.3 state the proposed unit rates and any comparison given by a Sales Agent.
- 4.9.4 state the expected date of commencement of supply.

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4.54.10 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.



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/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/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/Customer, at any time during a telephone conversation between the customer/Customer and the caller that the customer/Customer does not wish to continue, the caller must cease the phone call **immediately without attempting to change the customer/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/Customer they can be permanently removed from the contact list and remove the consumer/Consumer from their contact list if asked.

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

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:

5.7 If a Supplier/Agent engages in outbound/Ssales telephone calls, the Supplier/Agent must:

~~5.6-1~~5.7.1 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).

5.8 Sales Agents must at all times:

5.8.1 be courteous and professional.

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

~~5.6-2~~5.8.3 not use high pressure tactics.

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

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

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

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

Display tariffs exclusive of VAT on a per unit basis.

<u>Tariff Name</u>	<u>Pence per unit (ex. VAT)</u>

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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.

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

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:

	<u>Standard Unit Rate</u>	<u>Discount A</u>	<u>Discount A/Discount B</u>	<u>Discount A/Discount B/Discount C</u>
<u>Pence per Unit (ex. VAT)</u>	<u>10.00</u>	<u>9.00</u>	<u>8.00</u>	<u>7.00</u>

5.9.2 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.

5.9.3 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.

5.10 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 5.9. 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.

If applicable, unit rate comparisons must:

5.10.1 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.

~~5.6-35.10.2~~ include any relevant differences.

~~5.75.11~~ 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.

5.12 In the event a Sale/Sign-up is made the Sales Agent must provide the Customer with a copy of the written unit rate(s) in one of the formats specified in Section 5.9. 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 5.10 (as a follow up to the telephone call as part of the Written Information).

5.13 The Sales Agent must:

5.13.1 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.

5.13.2 state that the Customer is entering a contract.

5.13.3 provide their ID name/number.

5.14 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.

5.15 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:

5.15.1 state that they have entered into a Contract.

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

5.15.3 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.

5.15.4 state the proposed unit rates and any comparison given by a Sales Agent.

5.15.5 state the expected date of commencement of supply.

~~• 3.1.2 (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')~~

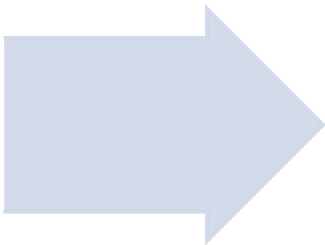
~~• 3.10~~

~~• 3.11~~

~~• 3.12~~

~~5.8~~ In the event of a sSale/Ssign-up customer signing up, the agentAgent must inform the customerCustomer that there is a standard sales checklistSales Checklist and that this will be sent out to them as part of their 'written information'Written Information.

Section 6:
Website/
Inbound
Telephone
Marketing &
Sales Telephone



~~6 This Section applies when a customer contacts the Supplier or its Agent via the telephone, proceeds with an application to switch online or via the telephone i.e. where the customer has proactively engaged with the Supplier.~~

~~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:~~

~~6.1 or its agents sales activity resulting from inbound telephone calls or inbound contact via a website. If a customer is Signed up/Sale/Ssign-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 be courteous and professional.~~

~~6.2.2 not give any misleading information or make false assumptions, in particular over potential savings, or act to mislead or make omissions designed to mislead.~~

6.2.3 not use high pressure tactics.

- ~~• 3.1.3 (as a follow up to the website or telephone contact by the customer and sent to customer as part of their 'written information')~~
- ~~• 3.5 telephone only~~
- ~~• 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 (as a follow up to the website or telephone contact by the customer and 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~~

6.16.3 If a Sale/Sign-up is made ~~customer is 'signed up' via the website/internet or telephone,~~ and where the ~~customer~~ Customer has actively initiated the contact, the ~~website or the telephone~~ Sales Agent must provide the unit rate which the ~~customer~~ Customer will be charged for all products displayed or discussed.

~~6.1.16.3.1~~ 6.16.3.1 Tariffs with standard unit rates must be shown in the following formats on the website (with a copy forwarded to the ~~customer~~ Customer where sign up has taken place over the phone as part of the ~~'written information'~~ 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)

Tariff Name	Pence per unit (ex. VAT)

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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 and telephone sales agents will be prohibited from offering any quotes for the supply of energy to customerCustomers on an annual bill or annual amount 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)

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

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~~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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	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

~~6.1.26.3.2~~ 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.

~~6.1.36.3.3~~ 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.

~~6.26.4~~ For all ~~consumerConsumers~~ where the telephone ~~sSales aAgent~~ or the website ~~has stated or displayed they can save money on Energy Supply if they switch from their current supplier~~, the telephone ~~sSales aAgent~~ or website must provide a comparison with the ~~consumerConsumer's~~ current unit rates (i.e. those being charged by the ~~consumerConsumer's~~ existing Supplier including any current discounts given) in writing (with a copy forwarded to the ~~customerCustomer~~ where ~~sign upSign-up~~ has taken place over the phone as part of the ~~'written information'Written Information~~), or, in the case of a website, 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 6.32. **To avoid any confusion caused by varying consumption levels the website or the telephone sSales aAgent 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 ~~agentAgents~~ must provide clear and transparent information that illustrates the offering adequately and any savings quoted.

The unit rate comparison must:

~~6.2.16.4.1~~ be based on the best information available to the telephone ~~sSales aAgent~~ or ~~supplierSupplier/agent~~. This must be information that is accurate and relevant to proving to the (specific) ~~consumerConsumer~~ that ~~theyswitching~~ will save them money as ~~displayed or stated by the website or telephone sSales aAgent~~. If no information or inadequate information is available e.g. if in the case of a ~~telephone salesinbound call~~ conversation the telephone ~~agentAgent~~ cannot ascertain what the ~~consumerConsumer's~~ current unit rate is, then the telephone ~~sSales aAgent~~ will not state that they can save the ~~consumerConsumer~~ money and they must retract any previous statement made indicating that they could save the ~~consumerConsumer~~ money.

6.2-26.4.2 include any relevant differences.

6.5 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 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.

6.6 In the event a Sale/Sign-up is made Customers must be provided with a copy of the 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).

6.7 The Sales Agent must:

6.7.1 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.

6.7.2 state that the Customer is entering a contract.

6.7.3 provide their ID name/number.

6.8 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.

6.9 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 and will clearly:

6.9.1 state that they have entered into a Contract.

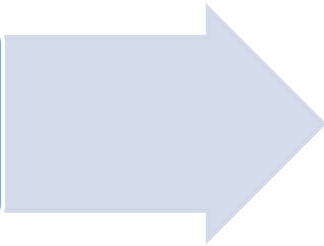
6.9.2 state the principal terms and conditions of the Contract including any fixed term conditions, duration, any applicable exit fees and any other specific conditions of the Contract.

6.9.3 state the proposed unit rates and any comparison given by a Sales Agent.

6.9.4 state the expected date of commencement of supply.

6.10 ~~Records of Sales pages on the website and updates to these should be retained for a period of 2 years. In the event of a Sale/Sign-up customer signing 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 unit rate which the Customer will be charged for all products displayed or discussed.

7.2.1 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.

<u>Tariff Name</u>	<u>Pence per unit (ex. VAT)</u>	<u>Pence per unit (inc. VAT)</u>

<u>Tariff Name</u>	<u>Pence per unit (ex. VAT)</u>

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.

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

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

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:

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

7.2.2 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.

7.2.3 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.

7.3 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:

7.3.1 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.

7.3.2 include any relevant differences.

7.4 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. 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.

7.5 In the event a Sale/Sign-up is made Customers must be provided with a copy of the 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).

7.6 The website must:

7.6.1 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.

7.7 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.

7.8 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:

7.8.1 state that they have entered into a Contract.


7.8.2 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.

7.8.3 state the proposed unit rates and any comparison given by a Sales Agent.

7.8.4 state the expected date of commencement of supply.

7.9 Records of Sales pages displaying tariff offerings/unit rates 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 ~~M~~marketing material is legal, decent, honest, easily understandable and truthful.

8.2 Information contained in ~~M~~marketing literature should be as accurate and up to date as possible.

~~**8.3** All marketing communications should respect the principles of fair competition.~~

~~**8.4** Marketing communications must be in line, and fully compliant, with all current relevant advertising and marketing legislation.~~

~~**8.5.3**~~ Where ~~m~~Marketing literature contains prices or price comparisons the unit rate which the ~~customer~~Customer will be charged for all products discussed in the literature must be provided.

~~8.5.18.3.1~~ 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)

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 ~~M~~marketing material or literature must not quote for the supply of energy to ~~customer~~Customers on an annual bill ~~or annual amount~~ or annual cost basis. All quotations provided in ~~M~~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)	Standing Charge for Year/Period (ex. 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~~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

~~8-5-28.3.2~~ 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.

~~8-5-38.3.3~~ 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.

~~8-6-8.4~~ For all circumstances where the ~~m~~Marketing material or literature states that a ~~customer~~Customer can save money on ~~E~~energy ~~S~~supply if they switch from their current supplier to the supplier referenced in the marketing material or literature, the ~~m~~Marketing material or literature must provide a comparison with the ~~consumer~~Consumer's current unit rates (i.e. those being charged by the ~~consumer~~Consumer's existing Supplier including any current discounts given) or the relevant rate on which the ~~supplier~~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 7.35. **To avoid any confusion caused by varying consumption ~~m~~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 ~~agent~~Agents must provide clear and transparent information that illustrates the offering adequately and any savings quoted.**

The unit rate comparison must:

~~8-6-18.4.1~~ be based on the best information available to the ~~supplier~~Supplier/~~a~~Agent. This must be information that is accurate and relevant to proving to the ~~consumer~~Consumer that switching will save them money as stated in the ~~m~~Marketing material or literature. If no information or inadequate information is available then the ~~m~~Marketing material or literature will not state that the ~~supplier~~Supplier can save the ~~consumer~~Consumer money.

~~8-6-28.4.2~~ include any relevant differences.

Section 9:
Marketing by
Electronic
Communication
email/via text
message/sms
or Social Media



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.

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

~~8.29.1~~ Where a Supplier engages in ~~m~~Marketing via e-mail to ~~customer~~Customers, the Supplier must provide the following information to ~~customer~~Customers:

~~8.2.19.1.1~~ the Supplier's name and address; and

~~8.2.29.1.2~~ the Supplier's e-mail address or other means of electronic contact; or

~~8.2.39.1.3~~ the Supplier's contact telephone number; and

~~8.2.49.1.4~~ an easy method of unsubscribing/ removing their email address from future messages at no cost to the ~~customer~~Customer.

This should be clearly shown on the e-mail.

~~8.39.2~~ Where a Supplier engages in ~~m~~Marketing via SMS to ~~customer~~Customers, the Supplier must provide the following information to ~~customer~~Customers:

~~8.3.19.2.1~~ the Supplier's name and contact number; and

~~8.3.29.2.2~~ an easy method of unsubscribing/removing their mobile phone number from future messages at no cost to the ~~customer~~Customer.

~~8.49.3~~ If the ~~consumer~~Consumer chooses to opt out of future ~~m~~Marketing the Supplier must not contact that ~~consumer~~Consumer in any way for ~~m~~Marketing purposes, unless the ~~consumer~~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~~Consumer should not be contacted without their consent. A ~~consumer~~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.

~~8.59.4~~ Where a Supplier employs ~~agent~~Agents/Third Party Intermediary to conduct direct ~~m~~Marketing on its behalf, any requests from ~~consumer~~Consumers to be removed from the database should be forwarded to that ~~agent~~Agent who must follow the same procedure.

~~8.69.5~~ 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.

~~9.6~~ 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. For clarity, this means that ~~i~~n any instance where an advertisement, ~~m~~Marketing material/literature or link to a website is cited in any of these mediums (e-mail, text or social media), that advertisement or ~~m~~Marketing material/literature or website material must also comply with the following requirements laid out in Sections 9.7 to Section 9.11. ~~Section 7 of this marketing code.~~

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

~~9.10.1~~ 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.

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

<u>Tariff Name</u>	<u>Pence per unit (ex. VAT)</u>	<u>Pence per unit (inc. VAT)</u>

<u>Tariff Name</u>	<u>Pence per unit (ex. VAT)</u>

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.

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

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

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:

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

9.10.2 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.

9.10.3 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.

9.11 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:

9.11.1 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.

9.11.2 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, they must also comply with Section 7 of this Code and respect the appropriate regulations applicable in Northern Ireland for all marketing communications, including the Mailing Preference Service⁴.~~

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

10.3.1 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.

<u>Tariff Name</u>	<u>Pence per unit (ex. VAT)</u>	<u>Pence per unit (inc. VAT)</u>

<u>Tariff Name</u>	<u>Pence per unit (ex. VAT)</u>

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**

⁴<http://www.mpsonline.org.uk/mpsr/what/>

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.

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

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

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:

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

10.3.2 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.

10.3.3 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.

10.4 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:

10.4.1 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.

10.4.2 include any relevant differences.

10.5 Consumer Consumers are entitled to request that they no longer receive marketing Marketing material (i.e. marketing Marketing material which is addressed to them) from a Supplier. Suppliers are obliged to ensure those consumer Consumers no longer receive marketing Marketing

material from them. ~~If this is the case they must also comply with Section 8.4 8.7 of this Code.~~ In addition to this, Suppliers may not pass on any information they hold on a ~~customer~~ Customer to any ~~Third Party~~ Third Party.

10.6 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.

10.7 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.

10.8A Supplier must be able to show that it is complying by keeping a 'not for contact' database.

~~10.1~~ 10.9 ~~Consumer~~ Consumers may continue to receive general marketing/Marketing information (e.g. flyers) from their Supplier if delivered along with their bill from their supplier. ~~their mail.~~



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

Consumer/~~customer~~Customer: A ~~consumer~~Consumer/~~customer~~Customer can be either an existing or potential ~~consumer~~Consumer/~~customer~~Customer of an electricity and/or natural gas Supplier. In this document, ~~consumer~~Consumer/~~customer~~Customer refers to ~~domestic-business~~ ~~consumer~~Consumers/~~customer~~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~~Contract without penalty

Doorstep Selling/~~Doorstep Sales:~~ Doorstep selling is when someone e.g. a ~~s~~Sales ~~a~~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~~Consumer or ~~consumer~~Consumer ~~an individual~~ for the Sale of electricity or gas under agreed terms.

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

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

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

Sales Agent/Agent: An ~~Sales Agent~~ refers to a person or organisation which conducts ~~marketing~~Marketing/~~Ssales~~ 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~~**Written Information** is information supplied to a ~~consumer~~Consumer/~~customer~~Customer after a ~~Ssale~~ sale has been made. It can be sent via post/~~e-mail~~ or via ~~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.

Annexe 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 ~~supplier~~Suppliers to give potential ~~customer~~Customers a copy of this Sales Checklist before a potential Sale/Sign-up, signing them up for an account.

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

Did the ~~a~~Agent:

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

Did the Agent/Website

~~b)~~ Go throughDetail 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~~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~~Contract?

j) Explain how to cancel your ~~contract~~Contract if you change your mind? (Applies to Domestic ~~Customer~~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~~Contract. This should include duration and any applicable exit fees and any other specific conditions of the fixed term.

~~e)~~In the case of FFace-to-FFace/Doorstep Sales doorstep/website

~~e-n~~) Confirm that you have read and understood this checklist?

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