
CODE OF PRACTICE ON MARKETING AND SIGN UP

ELECTROROUTE ENERGY TRADING LIMITED

Applicability

This code of practice applies when we, Electroroute Energy Trading Limited (“**ElectroRoute**” hereafter), supply you, a non-domestic customer, with gas to your premises in the Republic of Ireland except:

- a. where you are a Large Daily Metered (LDM) customer or part of a corporate group which contains a “large” company as defined on the *Companies Act 2014*; or
- b. where you have entered into a dedicated contract with us that replaces our standard terms and conditions of supply.

The above-mentioned customers should instead refer to the relevant provisions of their bespoke supply agreement with ElectroRoute.

ElectroRoute is committed to protecting its gas supply customers, both existing and potential, against unwanted, unfair or misleading marketing practices, and guarantees the delivery in both content and format of clear, complete, transparent, fair and accurate information throughout all its marketing materials. In particular, in our gas supply marketing:

- a) We will specify clearly the gas supply products/services being offered and the duration of any offer, when applicable.
- b) We will ensure our gas supply customers are informed of any change in conditions which may occur at the expiry of the offer, as well as any additional terms, conditions or charges associated with the promotion ahead of the customer signing up, and where those changes in conditions are not known at the time of the sign up, our customers will be informed in writing (by email or post) in advance of the implementation of the changes. We will inform our customers no less than 30 days and no more than 60 days before the end of the promotional contract.
- c) We will not misrepresent the company or gas supply competitors in an inaccurate or negative way.
- d) When comparing ourselves to our gas supply competitors, all prices and statistics will be dated to show when this information was in effect, and we will ensure notification that our competitors' tariffs may be subject to change.
- e) All comparison to our gas supply competitors' tariffs will be on a like for like basis.
- f) When offering a discount on any of our gas supply products/services in comparison to a competitor's prices, we will outline the difference in all charges, and notify potential changes of the competitor's tariff when this tariff is based on a temporary offer.
- g) Should we offer a Time-of-Use tariff, we will ensure that the unit rates and associated time bands are clear.
- h) We will provide an 'opt in' option for customers in relation to receiving of marketing materials.
- i) We will ensure that our employees are highly trained in our products and services and will ensure that accurate information is provided.
- j) We guarantee that our employees, representatives, or agents will not exploit a person's inexperience or vulnerability and will not apply undue pressure when marketing a customer.
- k) We abide to the good practice marketing standards set down by the Association of Advertisers of Ireland and the Irish Direct Marketing Association.
- l) Telephone calls and visits to premises of customers by staff (or others) for marketing purposes will only take place during the following times: Weekdays: 9am to 5.30pm. Calls outside of these times will only occur if requested by the customer. No calls will take place during weekends, Public or Bank Holiday and Christmas Eve.

Marketing by Telephone

Marketing staff will as soon as practicable give the following information when contacting prospective customers by telephone:

- a) Name;
- b) Name of the supplier on whose behalf the call is being made;
- c) Email address and contact number (if requested by the customer);
- d) Purpose of the call;
- e) If a customer indicates at any time that they do not wish to continue, the call will cease immediately.

Marketing at Customer's Premises

Staff (or other marketing agents) that visit the prospective customer's premises must:

- a) Show the customer an identity card that as a minimum contains, full name and photograph of the person, name of the supplier, business address and contact number;
- b) Inform the customer of the purpose of the visit;
- c) Ask the customer if they wish to proceed;
- d) If the customer does not wish to proceed, the visit will terminate immediately, and the customer will be advised on how to be removed from the contact list;
- e) If the personal contact is not at the customer's premises and the customer indicates that is not interested, the sales pitch must stop.

Marketing via e-mail and SMS

Existing Customers

When contacted through bulk email, the following information will be provided:

- a) Supplier's name and address;
- b) Supplier's email address or other means of electronic contact; or
- c) Supplier's contact number; and
- d) Details of how to unsubscribe at no extra cost.

If we contact you via SMS for marketing purposes, we will clearly state our name and how to unsubscribe from our marketing list at no cost.

Potential Customers

Direct marketing targeted at potential customers must be compliant with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

Maintenance of Customer Contact List

Removal of Customers

If a customer indicates (orally, in writing, by SMS or by e-mail) that they do not wish to be contacted again for marketing purposes, the customer will be removed from the contact list, or suitably flagged, within 28 days, to ensure that they are not contacted again.

If requested by the customer, written confirmation will be provided within 40 days of receiving the request (in accordance with the requirements of the General Data Protection Regulation).

If an external supplier is used for marketing, all requests for removal will be forwarded to the supplier.

Protection of Customer Data

ElectroRoute will act in accordance with the General Data Protection Regulation (GDPR).

Customer data will be used only for those purposes related to the supply of gas, and as authorized by the customer.

Customer data will not be passed on to third parties, with the following exceptions:

- a. If it is necessary for compliance with a legal obligation to which we are subject;
- b. If it is necessary for the performance of the contract between us and our customers, in which case, only data necessary for the carrying out of the appropriate supplier activities will be provided.

Customer Sign Up

At customer sign up / account opening, ElectroRoute will:

- a) Ensure that our customers understand they are opening an account with ElectroRoute;
- b) Confirm that the person opening the account has the authority to open such account;

- c) Go through our products available with the customer and explain in clear terms the charges associated with them;
- d) Explain any potential discount associated with the product chosen and how it will apply;
- e) Explain the billing process associated, including our billing frequency, as well as to how our customers can make payment against the bill;
- f) Specify that billing will be done electronically, unless billing in paper format is specifically requested by our customer;
- g) Explain the terms and longevity of the contract;
- h) Ensure and confirm that our customers understand the specific product and specified payment method they have chosen, including any potential difference in charges associated with a specific payment method, as well as any deposit or charge associated with that product;
- i) Clearly set out and explain within our set up process the details of how a customer's account information may be used with respect to debt flagging;
- j) Within an appropriate timeframe, provide our customers with a copy of the terms and conditions of supply, their contract, and the specific rates applicable, highlight the key terms and conditions and forward a copy to the customer;
- k) Explain any potential penalty resulting from the breach of the terms of the supply contract;
- l) Explain to our customers how their existing account will be closed and new account opened;
- m) Provide our customers with the duration of their contract, as well as the conditions for renewal and termination of the supply services and contract, including whether termination without charge is permitted, and the expected commencement and end dates of the supply services;
- n) Explain that standing charges will apply even at times of no consumption.

Terms and Conditions of Supply

Our Standard Terms and Conditions (T&Cs) are set in a fair and transparent manner, in plain and unambiguous language. They include:

- a) A reference to where we set out the services provided, our service quality levels and any compensation or refund arrangements applicable and how to access them should we fail to meet these levels;
- b) A reference to our Code of Practice on Complaints Handling, and details on how to initiate a procedure for the settlement of complaints;
- c) Details on how to obtain up-to-date information on all applicable tariffs and charges.
- d) Specify that ElectroRoute provides its customers with electronic billing, unless billing in paper format is specifically requested by the customer.

In addition, we will provide no less than two weeks' notice to our customers should we intend to change our tariff (unit charge) or amend our contractual conditions, unless a more flexible arrangement has been previously agreed with the customer, and we will inform our customers of their right to terminate their contract when such notice is given.

Contact Us

If you have any queries regarding our Marketing campaigns or our Code of Practice, please contact us:

Post:

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