



## Code of Practice on Marketing, Advertising & Sign Up

The aim of any marketing campaigns undertaken by Go Power is to:

- Win new Customers
- Communicate clearly with our existing Customers
- Promote awareness of the Go Power brand
- Compete with other energy suppliers in Ireland.

Set out in this code of practice on marketing and sign up (the "code") are the rules by which Go Power governs itself and its employees regarding any marketing procedures to protect our Customers against unwanted, unfair or misleading marketing methods. Within the Code are the following conditions:

- Go Power will adopt a transparent and fair approach to the marketing of our products and services. This includes printed material, information on websites, Twitter, Instagram, Facebook and LinkedIn and in the way we sign up customers. No Go Power representative shall provide misleading information nor shall we apply any undue pressure on any person in order to gain/retain business.
- Go Power will prepare marketing material that is legal, decent and truthful. This material will be jargon free, easy to understand, accurate and clearly states the product on offer and the time period it covers.
- Go Power's tariff information on the comparison of these tariffs would be displayed based on unit rates or standing/fixed charges or discounts to those of our competitors which will be dated to show when all tariffs were in place. Any comparison made will be done on a like for like basis and customers will also be made aware that competitor tariffs and charges are subject to change. If Go Power is aware that competitor tariffs are due to change within 3 months of the comparison, we will notify Customers of this.
- In all circumstances where Go Power's marketing material or literature states that a customer may save money if they switch to Go Power the literature will provide a comparison which will be clear and transparent with the customer's current unit rates including and excluding VAT.
- If Go Power offers a Customer a discount on a tariff or on that of a competitor, those discounts will clearly set out any difference in all charges, including any standing charges the Customer will have to pay.
- Go Power will highlight on any sales literature and make Customers aware that components of a fixed rate charge are, or could be, subject to change.
- Go Power will ensure that our employees or agents employed on our behalf, do not misrepresent the company or portray competitors in a negative or inaccurate way. Furthermore, Go Power's employees or agents will not exploit a person's inexperience or vulnerability when sending marketing material to a potential/current Customer.

## **Marketing Information**

Go Power will carry out marketing campaigns using one or more of the following channels:

- Telesales
- Facetoface selling/contact
- Email, SMS and social media (e.g. twitter, Facebook, Instagram)
- Direct mail campaigns
- Print advertising
- Online advertising.

### **Telesales**

Upon making a marketing related telephone call, the Go Power employee will clearly state as soon as practicably possible:

1. His/her name;
2. Go Power's name;
3. The purpose of the call; and
4. Contact number (if requested by Customer).

If, at any time during the call, the Customer does not wish to continue with the call, the caller will cease the phone call immediately without attempting to change the Customers mind.

If told that the Customer does not wish to be contacted again by Go Power for telesales, Go Power will adhere to this and place the Customer on their 'not for contact list'.

Go Power will exercise reasonable judgement outside the Customers normal availability hours before contacting the Customer. Go Power will follow up to the telephone contact by:

1. Providing a copy of our Customer Sign Up Checklist (for the Customer to keep) prior to the commencement of the sales pitch. This is to ensure the Customer Go Power has followed the correct procedure. (see appendix A);
2. Providing the Customer, where applicable, in writing or by means of electronic display, the unit rate which the Customer will be charged for all products;
3. Where Go Power state we may be able to save you money we will provide clear and transparent information that illustrates the offering adequately and any potential savings quoted on energy supply if they switch from their current supplier to Go Power. Go Power employees or agents will provide a comparison with the Customer's current unit rate (including current discounts given), in writing or by electronic display;
4. Where the customer enters into an energy supply contract with Go Power, the employee will provide the Customer with a copy of the written unit rate(s) in writing or by means of an electronic format.

Regardless of whether a Customer sign up has occurred or not, Go Power will maintain records for not less than 2 years including the date of contact with the Customer.



## ***Face-to-Face Selling/ Contact***

Go Power will often engage a Customer in person or at a Customer's premises, generally by appointment. However, if this occurs without a prearranged appointment and if the Go Power employee(s) in question has not previously visited the Customer's premises, we will:

1. Be courteous and professional at all times;
2. Produce an identity card detailing their full name, a photograph, Go Power's name, address and contact details;
3. Inform the Customer what is the purpose of the visit/contact and enquire if the Customer wishes to proceed with the visit;
4. Leave the premises/cease contact with the Customer if he/she does not want to continue further with the visit/contact;
5. Not call on any premises where there is a message prominently displayed in the form of a visible, clearly worded unambiguous notice that the company does not wish to receive uninvited doorstep sales callers;
6. Exercise judgement and common sense when it comes to contacting Customers outside of normal business hours (Go Power are aware that business hours do vary between business consumers); and
7. Will take all reasonable steps to ensure the Customer receives written information by post or electronically within 7 days of entering into the energy supply agreement.

## ***Email, Online Advertising, SMS and Social media***

Go Power may market to Customers through online advertising, email, SMS, twitter and linkedIn for direct marketing purposes, where we state we may be able to save you money we will provide clear and transparent information as in line with appropriate regulations.

### ***Email***

Where Go Power markets to a Customer via email, Go Power will provide the following information in the email;

1. Go Power's name and address;
2. Go Power's email address or any other form of electronic contact;
3. Go Power's contact phone number;
4. An easy and free method to be removed from any future marketing via email (unsubscribe link).

### ***SMS***

Where Go Power markets to a Customer via SMS, we will provide the following information in the SMS:

1. Go Power's name;
2. An easy and free method of unsubscribing/removing the Customers mobile number from any future marketing via SMS; and
3. Go Power's contact phone number.



## ***Social***

Where Go Power markets to a customer via twitter, Facebook, Instagram or LinkedIn, we will provide the following information:

1. Go Power's name and address; and
2. Go Power's twitter, Instagram and LinkedIn address.

If told that by the Customer they do not wish to be contacted again by Go Power through social media, we will adhere to this and place the Customer on our 'not for contact list'.

## ***Direct Mail Campaigns***

- Where Go Power market a Customer via direct post. We will ensure all marketing material and information is legal, decent and truthful. It will be jargon free, easy to understand, accurate and clearly states the product on offer and the time period it covers.
- Any tariff comparison made will be done on a like for like basis and customers will also be made aware that competitor tariffs and charges are subject to change. If Go Power is aware that competitor tariffs are due to change within 3 months of the comparison, we will notify customers of this.
- If Go Power offers a Customer a discount on a tariff or on that of a competitor, those discounts will clearly set out any difference in all charges, including standing any charges the Customer will have to pay
- Go Power will highlight on any sales literature and make Customers aware that components of a fixed rate charge are, or could be, subject to change
- If told that by the Customer they do not wish to be contacted again by us through a direct mail campaign we will adhere to this and place the Customer on our 'not for contact list'
- Go Power do not currently offer dual fuel bundle tariffs to customers, but if we did so in the future the tariffs, (gas and electricity) will be shown separately with additional components of the tariff.

## **Privacy and Data protection**

Go Power respects the privacy of our Customers and potential Customers. If at any time a Customer or potential Customer indicates to us orally, in writing, via email or any other means that they no longer wish to be contacted for marketing purposes, we will log their request and remove the Customer from our marketing database if requested by the Customer, we will also provide a customer with written proof they have been removed from our marketing database.

Go Power, in accordance with Data Protection legislation will treat in confidence any personal information collected for marketing purposes. Any information that is collected will not be made available to third parties except in accordance with applicable laws and regulations.

## **Special Promotions**

Where Go Power offers special promotions on our products and services, we will make the current or potential Customer aware of any time limits that are associated with the promotion. We will also bring to the attention of our current or potential Customers of any changes in conditions that will occur once the period of the special promotion elapses or any additional terms, conditions or charges which may be associated with the promotion in advance of the Customer signing up for it.



Prior to signing up a Customer, we will make clear to the Customer if there are any intended changes in tariffs or terms and conditions, which will come into effect once the promotional period has ended. If charges are not known at the time of sign up, Go Power will notify the Customer in advance of any changes, no less than 30 days before the changes come into place or in line with terms and conditions set out in the supply agreement.

## **Recruitment and Training**

Go Power has procedures in place for the selection of all staff and these procedures are compliant with current employment legislation.

Once an agent ceases to be employed by Go Power, Go Power recovers the agent's ID card as part of Go Power's exit procedure.

Go Power is an equal opportunities employer and employs individuals on a non-discriminatory basis. All new staff complete Induction Training on commencement of employment in Go Power and each member of staff undertakes ongoing training with regard to Go Power's obligations as a supplier and changes to the market, products and services, legislation and regulation. Staff training details are recorded and filed on employees' files by the human resources department. Go Power's recruitment process ensures that the knowledge and skills required to fulfil the role are considered.

### **Go Power's ongoing training sessions cover areas such as:**

- changes to the market
- products and services
- legislation
- regulation

Staff training details are recorded and filed on employees' files by the human resources department. Go Power's ongoing internal training endeavours to ensure it is effective and up to date detail and knowledge is imparted to all staff.

Go Power's employees are made aware at all times of the up to date standard customer contract terms and conditions. In the event that a Customer cancels or terminates a contract our operational processes contain Go Power's cancellations process details which cover:

- Managing Gas Supply: Gas Termination Process
- Managing Gas Supply: Electricity Termination Process

In the event of a Customer complaint Go Power's Complaints and Queries Process documents the procedure for handling Customer complaints.

Go Power does not tolerate any form of mis-selling or deliberately giving false information to a customer and our disciplinary procedures contains details of the consequences of breaching these rules.

## **Appendix A**

Upon signing up a new Customer, we will:

1. Ensure the Customer understands that they are entering an agreement with Go Power and not any other supplier;
2. Confirm that person opening the account has the authority to enter the agreement at the business in question;
3. Explain to the customer what products are available to them and the charges associated with each product;
4. Clarify any discounts related with chosen products and if applicable how they will be applied;
5. Explain how the Customer will be billed and the frequency of billing;
6. Explain how the Customer can make a payment against the bill;
7. Explain the length of the agreement;
8. Confirm that the Customer understands fully that, where applicable, they are switching to a specified product and payment method. Clarify with the Customer any difference in charges due to the use of a particular payment method;
9. Explain any deposits or charges associated with the chosen product;
10. Ensure that the details of how a Customer's account information may be used with respect to outstanding debts are clearly set out within the sign up process. Explain to the Customer how debt flag or an objection to a change of supplier may be raised against the Customer's account;
11. Provide the Customer with a copy of the relevant documentation include terms and conditions and the rates that apply to the product they chose within a reasonable timeframe
12. Explain any penalty/Exit fee that may apply if the Customer does not meet the terms and conditions of the supply agreement.
13. Provide the Customer with details of any cooling off period that may be offered and, if applicable, information on how the Customer can cancel switching to Go Power within that cooling off period;
14. Explain to the Customer how switching suppliers works.