

Code of Conduct for “sales made outside the company’s premises” and “distance selling”

This Code of Conduct is intended to supplement the regulatory provisions relative to “distance sales” and “sales made outside the company’s premises” of the law of 14 July 1991 on commercial practices and the provision of information to and the protection of consumers.

This Code of Conduct applies to suppliers and sales agents appointed by suppliers, to their representatives and any third parties involved in “distance selling” or “sales made outside the company’s premises” of electricity or natural gas (hereinafter: suppliers and sales agents).

Suppliers shall ensure that this Code of Conduct is respected by their independent sales agents and shall take the necessary measures to that effect.

I. General provisions

1. Suppliers and sales agents shall respect the wishes of consumers who state that they do not want to receive advertising.

2. Suppliers and sales agents shall only contact consumers at reasonable times. However, it is clear that the concept of “reasonable” may vary according to place and different types of households.

Suppliers and sales agents shall only contact consumers at the times determined by the relevant legislation, and in no event before 9:00 or after 20:00.

3. Suppliers and sales agents shall not exploit the weaknesses of consumers. They are therefore prohibited from offering or concluding contracts with consumers who are clearly not capable of assessing the scope of the proposed contract. They shall behave in a particularly restrained way when dealing with elderly people, disabled people and disadvantaged people.

4. It is the responsibility of suppliers and sales agents to state, as soon as they contact a consumer, the name of the supplier that they represent, their objective and, if applicable, their identity.

5. Suppliers and commercial agents shall immediately terminate the conversation and/or must immediately leave the consumer’s home if so asked. Sales agents shall voluntarily terminate the conversation with the consumer if the latter clearly indicates that the contact is inconvenient, unwanted or inappropriate.

6. When negotiating a supply contract, the supplier and the sales agent shall enquire whether the consumer has an existing contract, its duration and the notice period for terminating it. The supplier and the sales agent shall inform the consumer about any consequences of switching supplier and the procedure to be followed where the consumer already has a contract with another supplier.

7. Suppliers and sales agents must at all times avoid situations where the consumer might misunderstand the information provided or which might give rise to misconceptions, especially regarding possible savings.

8. Suppliers and sales agents shall ensure that consumers have clearly understood:

- that they have signed a contract or that they have agreed to change energy supplier;
- with which supplier they have concluded a new contract;
- what is the all-inclusive price they will pay for their energy supplies;
- what is the scheduled date for the entry into force of the new contract;

- that they have a right of withdrawal during at least 7 working days¹ in the case of a distance sale or 14 working days when the sale to the consumer is concluded outside the sales agent's premises and that they know the procedure to be followed to cancel the contract;
- that they have confirmed their agreement to the (early) termination of their existing contract;
- what the consequences are of the (early) termination of the contract.

9. Suppliers and sales agents shall ensure that they never encourage consumers to terminate prematurely their existing contract and that they do not misuse the withdrawal period available to consumers.

II. Sales to consumers made outside the sales agent's premises²

a) General provisions:

Sales made to consumers outside the sales agent's premises must give rise to a written, signed contract. The sales agent shall transmit to the consumer an original copy of the contract signed by both parties.

The supplier shall then confirm the contract by letter addressed personally to the consumer.

The confirmation shall indicate in plain and intelligible language:

- the date and place of the conclusion of the contract,
- the price due and the means of payment,
- the duration of the contract,
- the EAN³ code,
- the scheduled switch date,
- the contact details if the consumer wishes to make a complaint,
- the possibility to cancel the contract and the relevant cancellation procedure

The confirmation shall also include a copy of the contract signed by the supplier, as well as any general and special terms and conditions. Consumers may receive, upon request, a copy of the contract signed by them.

Consumers are entitled to cancel the contract within 14 working days after receipt of the supplier's confirmation.

b) Trading practices:

1. Suppliers and sales agents shall present spontaneously, at the time of the initial contact, proof of identity showing clearly the name of the supplier, the name of the sales agent and his or her photo as well as the expiry date of the card. Sales agents may not conceal the reason for their visit. They shall state expressly at the beginning of the conversation the name of the supplier for which they are working.

¹ Working days: all calendar days, except for Sundays and public holidays. If the period expressed in working days expires on a Saturday, it shall be extended to the next working day.

² Sales made to consumers outside the sales agent's premises are understood to mean all sales practices not taking place in the offices, headquarters or a store of a supplier or its agent or retailer or which are not distance sales. They include in particular doorstep selling, street vending on public or private property, sales in the stores of other sales agents, at fairs and exhibitions, sales in private or public places not belonging to the supplier, etc.

³ Provided that this can be provided by the manager of the distribution network at the request of the new supplier.

2. Sales agents shall have an itinerant trader's card in accordance with the law on itinerant trade and its implementing decrees.

3. The contact details (name of the sales agent and the supplier – telephone number) of the supplier and the sales agent shall be transmitted automatically in writing to the consumer at the start of the conversation.

4. Suppliers and sales agents must use current rate cards, valid for the applicable region of the distribution network, if connection to interactive contact points is impossible.

5. Suppliers and sales agents shall in all circumstances transmit the following documents to consumers:

- a copy of the contract with the general and special terms and conditions, completed in a detailed and legible way by the sales agent, with a clear indication of the consumer's right of withdrawal during a period of 14 working days after receipt of the confirmation by the supplier of the contract;

- an indication of the applicable price for the supply contract concluded and, if the price is subject to adjustment, the indexation formula and the most recent parameters;

- contact details to be used by consumers wishing to complain.

c) Contractual provisions:

1. Suppliers shall draw up the contract forms so that the nature and scope of the document is clear for the person signing it. The nature and scope of the document and the fact that it gives rise to a contract shall be specified in the heading and immediately next to the place where the consumer has to sign the document.

2. Sellers shall point out that the supplier must confirm the contract in writing by way of a letter addressed personally to the consumer.

3. Suppliers shall grant the consumer a cooling-off period of at least 14 working days.

Consumers may in no circumstances waive this cooling-off period right.

This cooling-off period shall also apply when the sales agent has been contacted at the consumer's initiative.

III. Distance selling

a) General provisions:

1. At the time of any distance selling offer and approach:

- suppliers shall state explicitly that it concerns an offer of a contract;

- suppliers and the salesperson(s) who contact consumers on behalf of suppliers may not conceal the reason why they have contacted the consumer;

- suppliers and the salesperson(s) who contact consumers on behalf of suppliers must use the correct tariffs for the applicable region of the distribution network.

2. Suppliers shall draw up their distance selling offer, as well as any documents during various distance selling stages, so that the nature and scope of the document and the fact that it gives rise to a binding contract, are clear to the person accepting the offer. The fact that the document results in a binding contract shall be explained at the time the consumer is called upon to accept the offer.

3. The confirmation in writing or in another durable medium which follows the conclusion of a distance contract shall refer explicitly to the contract concluded with the customer and the latter's consent. The confirmation shall indicate the contract registration number. This contract shall be transmitted promptly by the supplier to the consumer after the conclusion of the distance sale. In all circumstances, it shall include the following:

- a copy of the general and special terms and conditions;
- the contact details if the consumer wishes to make a complaint;

4. Suppliers shall grant the consumer a cooling-off period of at least 12 working days, which starts to run from when the contract confirmation is sent, except as specified in point b), last indent. The written confirmation or the confirmation on another durable medium shall refer explicitly to this cooling-off period for the consumer and the fact that this period may in no circumstances be waived unilaterally by the consumer.

b) Special provisions in the case of telephone selling:

Without prejudice to the provisions of the law of 14 July 1991 on commercial practices and the provision of information to and the protection of consumers, the supplier shall confirm the contract by letter addressed personally to the consumer.

The confirmation shall state, without prejudice to the provisions of the law on commercial practices, in plain and intelligible language:

- the date and means of concluding the contract,
- the price due and the means of payment,
- the duration of the contract,
- the EAN⁴ code,
- the scheduled switch date,
- the contact details if the consumer wishes to make a complaint,
- the possibility to cancel the contract and the relevant cancellation procedure

The confirmation shall also contain a copy of the contract signed by the supplier, including the general terms and conditions and any special terms and conditions.

The consumer must confirm this contract expressly in writing. Switching to another supplier or change in contract with the same supplier, unless the initial duration and the essential conditions are unchanged (except for a price reduction), without confirmation in writing by the consumer is forbidden. The scope of the authorisation must be expressed precisely. The consumer's written confirmation may be transmitted to the supplier by post, email, fax or any other durable medium. The contract shall only be binding and the switch may only be implemented after the written confirmation and after the expiration of the withdrawal period of 7 working days which starts to run from the consumer's written confirmation concerning the contract.

IV. Penalties.

Without prejudice to the penalties provided for in the various laws and implementing decrees and to all other forms of compensation, any infringement of the provisions of the agreement and the code of conduct, established by the Directorate-General Enforcement and Mediation in relation to the sales made outside the sales agent's premises and telephone sales, shall give rise to:

- The immediate repayment to the consumer of all amounts billed and paid.

In addition, no further consumption shall be billed.

⁴ Provided that the latter can be provided by the manager of the distribution network at the request of the new supplier.

- The consumer's previous contractual relationship shall be immediately re-established. The consumer shall be returned to the previous supplier free of charge and as quickly as possible subject to any technical constraints.