

Nine Telecom Ltd June 2006

Code of Practice for selling and marketing of fixed-line telecommunications services to small business customers

1 Introduction

About this code

- 1.1 General Condition 14 of the Communications Act 2004 requires all communications providers who provide either fixed-line telecommunications services or the wholesale inputs to fixed-line services to develop a code of practice for the marketing of those services.
- 1.2 We have developed this code to comply with General Condition 14. It sets out the excellent standards of sales and marketing practice that our business customers can expect from us.
- 1.3 This edition of our code applies from June 2006 until we issue a revised edition. We continually review our code but you can always find the latest edition on our website at <http://www.ninetelecom.co.uk>

The scope of this code

- 1.4 The code covers how we sell and market our fixed-line services to all of the following types of customers:
 - sole-traders
 - partnerships
 - limited liability partnerships
 - limited companies
- 1.5 The code covers how we sell and market our following types of fixed-line services:
 - Calls & Lines
 - Carrier Pre-Select (CPS)
 - Indirect Access and Least Cost Routing.
- 1.6 The code covers how we sell and market our fixed-line services using any of the following methods or similar:
 - media advertising
 - by phone or fax
 - on the Internet
 - by post
 - face-to-face selling.

Some terms in the code

- 1.7 Some of the terms we use in this code have a specific meaning when used in the code: You means the customer. We, us or our all mean Nine Telecom Limited. Customer includes people dealing with us on behalf of a small business with the authority of the business owners.

Status of the code

- 1.8 The code does not form part of our contract with you and compliance with the code does not guarantee compliance with any legal requirements. All of our practices and procedures, including in sales and marketing, comply with the law.

Our requirements of other agencies we use

- 1.9 We require all other agencies that we use to sell and market our products and services to meet the requirements of General Condition 14 of the Communications Act 2004 and the standards we set out in this code of practice.

2 Compliance with our code

- 2.1 Our Operations Manager is responsible for making sure we continue to comply with our code by carrying out regular audits of our sales and marketing practices and procedures.
- 2.2 If you have any questions about our code, please contact our Operations Manager: Stephen Camm, Nine Telecom Ltd., Marlbridge House, Enterprise Way, Edenbridge, Kent TN8 6HF.
Phone: 0800 970 2999 email: stephenc@ninetelecom.co.uk

Our people and this code

- 2.3 All of our people who are involved in sales and marketing to small businesses are trained in the practices and procedures covered by this code. This includes our complaints procedure.
- 2.4 We tell all of our staff about any changes to our code in our regular staff briefings.

Ofcom and our code

- 2.5 Ofcom monitors our compliance with our code. Their address is: Ofcom Customer Contact Centre Riverside House Southwark Bridge London SE1 9HA Tel 020 7981 3000 Fax 020 7981 3333

3 Sales, marketing, advertising and promotion

Marketing our products and services

- 3.1 Any information about our products and services that we give you will be clear and accurate and will not give false or misleading information about price, value or service. This includes information given:
- verbally
 - in marketing, advertising and promotional material
 - in fact sheets.
- 3.2 If you have registered with a preference service, we will follow the requirements of the service. Preference services include:
- the Mailing Preference Service
 - the Telephone Preference Service
 - the Fax Preference Service
 - the Email Preference Service.
- 3.3 Any advertising and promotional literature we produce will comply with the British Codes of Advertising and Sales Promotion.

Helping you choose products and services that meet your needs

- 3.4 We will give you clear information explaining the main features of any services or products that you tell us you are interested in.
- 3.5 If you have already made up your mind about which product or service you want, we will give you (or make available on our website or otherwise) information on the single product or service you have chosen.
- 3.6 If you ask us to, we will give you, or make available to you on our website or otherwise, information on the options from our products and services that we have available to help you run your business as effectively as possible.
- 3.7 We will tell you what information we need you to provide so the product and service can be supplied accurately.
- 3.8 After you have chosen a product or service, we will give you the detailed information on how it works that you ask for and that we would not expect to be common knowledge.
- 3.9 We will only visit you at a time and place agreed with you beforehand.

Age restrictions

- 3.10 We will not knowingly market our products or services to anyone under the age 18.

Information on charges

- 3.11 We will give you information on charges before we provide you with any service or product.
- 3.12 Information on our charges is available from the following:
- our product or service literature
 - our account managers
 - our account management team
 - other specialist staff
 - our website at www.ninetelecom.co.uk

Marketing to you after you are a customer

- 3.13 We will not pass your name and address to any company for marketing purposes unless you specifically ask us to or give your permission, such as in the order you sign.
- 3.14 We may tell you about another company's services or products, but only if you have agreed that that company may contact you directly.
- 3.15 We will not insist that you buy other products or services from us.

Record keeping

- 3.16 We will keep records of our sales and marketing campaigns for at least six months. The records will include:
- details of the campaign
 - date and time of any contact with you
 - the name of the salesperson who spoke to you.

4 How we recruit, remunerate and train our sales people

- 4.1 We will recruit, remunerate and train our salespeople in such a way that they will not mis-sell or misrepresent our products and services.

Recruitment and remuneration

- 4.2 All of our recruitment follows our standard recruitment procedures, which are available on request. When we recruit anyone who will be involved in sales and marketing to small businesses, we will:
- get references from at least two previous employers, one of which must be the most recent employer (the referees must not be related to the applicant)
 - ask the applicant to tell us about any previous mis-selling or other lack of integrity they have shown in their previous employment
 - ask the referees about any previous mis-selling or other lack of integrity shown by the applicant in their previous employment
 - get the applicant's National Insurance number
 - get proof of address from the applicant.
- 4.3 We remunerate our sales staff in such a way that they are only encouraged to sell and market products and services that are appropriate. We specifically ban incentive schemes that could lead to misleading or exploitative selling.

Our sales and marketing training

- 4.5 We provide full training for all of our people who are involved in sales and marketing to small businesses. The training is divided into the following three areas:
- 1 Legal requirements and arrangements, including:
 - the relevant principles of consumer protection law
 - the arrangements for competition in the supply of telecommunications in the UK
 - our code of practice and the benefits it provides
 - 2 Our products and services, including:
 - the different options we offer and how these differ from other competitive telecoms products
 - details of any additional services we offer
 - details of other competitive products that we don't offer
 - our charges
 - our terms and conditions of service
 - the methods of payment we offer
 - the duration of contracts we offer
 - termination fees, if any.
 - 3 Our processes and procedures, including:
 - our ordering process
 - our cancellation process, both during the cooling-off period and at any time following commencement of the service

- our complaints procedures.

4.6 We provide ongoing training and we regularly check that our sales people are continuing to follow this code of practice by doing follow-up audits and inviting customers to tell us about any concerns they may have. We take corrective action if necessary.

When a member of staff leaves us

- 4.7 When a member of staff leaves us, we make sure that they hand back all identification material, such as ID badges, that we have given them.
- 4.8 We keep sales records for sales staff for at least six months after they leave us so that the records can be checked at any time.

5 Entering into a contract with us

Before you enter into a contract

- 5.1 We will take all reasonable steps to make sure that the person signing the contract is authorised to do so on your behalf.
- 5.2 Our order forms and contractual documents are clearly designed and in clear English so that it is obvious when you are placing an order and signing a contract.
- 5.3 If we have approached you directly, we will provide you with the following information legibly and in clear English:
- our name, address, phone, fax and email details
 - a clear description of the product or service we are offering, including information on how it works
 - key details such as cost of any standing charges, payment terms, line rental, key call types, details of any 'protected or special support arrangements'
 - arrangements for the provision of the service
 - details of the order process
 - the likely date of provision (and details if there is ever likely to be a delay)
 - the existence of a right of cancellation and process for exercising it
 - the period for which charges remain valid
 - the minimum period of contract
 - the minimum contract charges (if any).

Information we will give if you sign a contract face to face

- 5.4 If you sign a contract after face-to-face contact with us, or if you enter into a written contract, we will give you a copy of the order form or contract.
- 5.5 If you sign a contract after face-to-face contact with us, or if you enter into a written contract, we will give you the following information before you sign the contract, when you sign the contract or within five working days:
- information about any after-sales services or guarantees
 - information about how to terminate the contract.

Information about cancellation

- 5.6 When you place an order, we will tell you that you have a right to cancel the order prior to the switchover without incurring any charge.
- 5.7 We will tell you that you can cancel your order in one of the following ways:
- in writing, by recorded delivery

Keeping you informed

- 5.8 If you are transferring to us from a different provider, we will send you a written letter about the transfer. The letter will include:
- the date of notification
 - a list of all CLIs affected
 - the date of the transfer
 - our contact details.

This letter is mandatory and follows the industry-agreed process. If you have requested that all correspondence

with us should be electronic, we will send the letter to you by email.

- 5.9 We will also check that you are happy with the way we have conducted our business with you and that you are happy to proceed with the contract. This check will be made by a person from our Customer Care team, which is not involved in sales and marketing.

Your right to cancel

- 5.10 You have the right to cancel without charge in the following case:
- having been given sufficient opportunity to rectify problems, the service provided differs adversely & materially from that agreed in the contract.

Our terms and conditions

- 5.11 When you apply to become a customer or accept a product for the first time, we will make available on our website any relevant terms and conditions for the product you have asked us to provide.
- 5.12 All written terms and conditions will be fair and will set out your rights and responsibilities clearly, legibly and in clear English. If we have to use legal or technical terms to ensure clarity, we will explain the terms if possible.
- 5.13 All our latest terms and conditions will always be available on our website at <http://www.ninetelecom.co.uk>

6 If things go wrong

- 6.1 We are committed to following the excellent standards of sales and marketing practice set out in this code but if things do go wrong and you want to make a complaint, please contact our Operations Director with the details of your complaint:

Mike Palmer
Operations Director
Nine Telecom Ltd
Marlbridge House
Enterprise Way
Edenbridge, Kent TN8 6HF
Phone: 0800 970 2999 – 8.30 am to 5.30pm, Monday to Friday.

- 6.2 We will normally write to acknowledge your complaint within 10 working days of receiving it.
- 6.3 We will normally write to you with our final response, or to explain why we need more time to respond, within 28 working days. If we do need more time to respond, we will normally respond within 12 weeks.
- 6.4 When we write to you, we will tell you how you can take your complaint further if you are not satisfied that we have resolved your complaint.

Resolving disputes

- 6.6 We are members of Otelo, which is an ombudsman service that can settle certain complaints that cannot be settled by our own complaints procedure. You can find more details about Otelo on their website at <http://www.otelo.org.uk>
- 6.7 If you have made a complaint to us and you are not satisfied that we have resolved it, you can contact Otelo at: Otelo PO Box 730 Warrington WA4 6WU

7 Copies of this code

- 7.1 Copies of this code are available free on our website at: www.ninetelecom.co.uk

or by contacting us at:

Customer services Department
Nine Telecom Ltd
Marlbridge House
Enterprise Way
Edenbridge, Kent TN8 6HF
Phone: 0800 970 2999 – 8:30am to 5.30pm, Monday to Friday.