

Sales and Marketing Code of Practice Fixed Line Telecommunications Services Small Business Customers

1. The purpose of this code of practice

We have produced this code of practice (“code”) as part of our obligations under the telecommunications regulations that came in to force on 25 July 2003 and in accordance with Ofcom requirements. The overall purpose of this code is as follows:

- To ensure that we provide you with standards of protection over and above those provided by law;
- To help you understand what standards of service and behaviour you are entitled to expect from us; and
- To provide a framework of good practice and responsible selling within which we will work,

in the sales and marketing of fixed line telecommunications services to you.

This code covers our procedures:

- Before, during and after the point of sale. These procedures are intended to make sure that you understand the services we offer and the key terms of any contract you are entering into;
- For ensuring that our sales and marketing staff, and any agents we use, are aware of this code’s contents, and for monitoring their compliance with it; and
- For making you aware of this code. Copies of this code are available free of charge, on request, to our customers.

This code is only relevant to you if:

- you are not yourself a telecommunications provider; and
- you have ten individuals or less working for you.

2. Accountability

The following person is responsible for ensuring that Alternative Networks complies with the code:

Name:	Jim Sewell
Title:	Group Sales and Marketing Director
E-mail:	jsewell@alternativenetworks.com
Telephone number:	0870 190 7444

3. Sales, marketing, advertising and promotion

We may make approaches to you in a variety of ways, such as by letter, by telephone, by e-mail, or in person at your premises. Regardless of the way we make these approaches, we will act responsibly and in compliance with this code.

We will comply with the British Codes of Advertising and Sales Promotion and applicable advertising codes. We will ensure that our advertising and promotional literature is clear, unambiguous, accurate and fair. It will contain no false or misleading information about price, value or service, and will not unfairly treat other telecommunications providers.

4. Recruitment and sales training

We have put in place appropriate procedures for selecting staff that directly contact customers for the purposes of sales and marketing activity. We will ensure also that our agents have equivalent selection procedures.

Within current employment legislation, recruitment procedures will include taking into account the following:

- Behaviour and appearance;
- References and any relevant convictions for criminal offences; and
- Any evidence provided to us of mis-selling or lack of integrity in previous selling employment.

We will endeavour to ensure that:

- Applicants provide proof of national insurance number, proof of address and two references;
- Referees are not related to the applicant, and business referees are not both from the same company;
- If a sales person leaves us for any reason, we will keep a copy of his or her sales records (including all recordings and notes on sales) for a minimum period of 6 months, and retrieve any identification badge.

Training of sales personnel will include the following:

- An overview of competition in the supply of telecommunications in the UK;
- The different products offered by us and how these differ from our competitors;
- The process for ordering telephone services from us;
- Our pricing structure, and terms and conditions of service including methods of payment, contract length and fees on termination;
- Additional services we offer and their cost;
- Processes for cancelling contracts;
- The existence of this code and its benefits; and
- Customer complaints procedures.

Our remuneration systems are documented and are designed so as to not encourage misleading or exploitative sales practices. We will ensure we are kept informed of any incentive schemes used by sales and marketing agencies.

5. Customer contact

We will only carry out visits to your business premises, unless otherwise agreed in advance by you. Visits will be carried out between the hours of 8.30am and 6pm, unless otherwise agreed by you.

Our sales representatives are issued with business cards that clearly display our company name and the name of the sales representative. We will also endeavour to cater for any special needs, such as making business cards available with key information in Braille, on request from you.

Our representatives will, when making contact with you:

- Immediately identify themselves by name;
- State that they represent Alternative Networks;

- State the purpose of the call and its expected duration;
- If calling in person, draw your attention to their business card;
- Be courteous, use appropriate language and offer clear and straightforward explanations. Information will be factual and accurate and will not mis-represent services being offered;
- Confirm that, if you are entering into a contact, you understand, and intend, to do so;
- Cease contact with you if you indicate that the contact is inconvenient, unwelcome, inappropriate or too long; and
- End the discussion and, if making a call in person, leave your premises, if requested.

We will not visit residential properties, unless otherwise agreed in advance by you, and will not market our products or services to consumers. In particular, our representatives will not make contact with vulnerable customers (such as the elderly, those who are not comfortable with the English language, those with special needs, or those who are under the legal age for making contracts).

We will maintain our sales and marketing records for six months to assist in dealing with any complaint or query.

6. Entering into a contract – information, order forms and contracts

We will take all reasonable steps to ensure that the person signing a contract on your behalf is authorised to do so. This will include, where appropriate, asking for confirmation of his or her job title and a business card.

We will design our order forms to ensure that you are aware when you are committing yourself legally. This will include using clear and unambiguous wording immediately adjacent to the place where the authorised signatory signs. You will also sign over the word “contract”.

Where our representative makes a direct approach to you, the following information will be clearly provided in writing:

- The full company name of Alternative Networks, its address, telephone number, fax and e-mail contact details;
- A description of the telephone service that is being offered, to enable you to understand what you have chosen and how it works;
- Information on standing charges, payment terms, line rental, and key call types; and
- Arrangements for the provision of the service, including the order process and the likely provision date.

Where there may be a significant delay in the likely date of provision, you will be informed of:

- The existence of any right of cancellation and the process for exercising it;
- The period for which the stated rates and charges remain valid; and
- The minimum period of contract, and minimum contract charges, if any.

We will make you aware of the existence of this code, and will provide a copy to you on request, free of charge. We will also provide, on request, full written information on the call tariffs that are being made available.

We will provide you with a copy of the signed order form after signature. This will include details in writing of after-sales service, guarantees and contract termination procedures.

You are entitled to cancel an order, or to terminate a contract, in accordance with the terms of the relevant contract.

We will send you a letter informing you of the details of any numbers being transferred, including the following:

- The date of notification;
- The CLI's affected;
- The list of services that are affected, and the list of services that are not affected;
- The date of transfer from the previous service provider;
- Our contact details, in the event of any query.

We may send this letter by e-mail with your written consent.

We will monitor our processes by which contracts are agreed and take steps to prevent any problems recurring.

If we find that a contract was not agreed or understood, we will cancel the contract at your request without penalty.

7. Legal requirements

We will comply with all relevant legal requirements and legislation.

8. Audit

We will carry out regular audits of our systems, procedures and documentation to ensure that we are complying with this code.

9. Customer complaints

If you have a complaint you may contact us (by telephone, email, fax etc).

All disputes are logged and we aim to acknowledge all disputes within 24 hours. Your complaint will be investigated in conjunction with your Client Manager and our Credit Control Department and you will be kept updated.

If, at the end of this procedure, you feel your complaint has not been addressed properly, you can contact Otelo, our independent dispute resolution service. Its contact details are as follows:

Otelo	Website: www.otelo.org.uk
PO Box 730	Email: enquiries@otelo.org.uk
Warrington	Telephone: 0845 050 1614
WA4 6WU	

Otelo is an independent approved dispute resolution service and is empowered to resolve customer disputes. We are committed to this process. Otelo is approved by the communications regulator, Ofcom.

If your complaint has not been resolved by us or our dispute resolution agency, or you require further information on the role of Ofcom, you can find further information at Ofcom's website at www.ofcom.org.uk or by calling Ofcom on 0845 456 3000.

10. Distributing the code

We will provide copies of this code to our customers on request, free of charge, in a reasonable range of formats.