



Code of Conduct - Sales and Marketing of Fixed-Line Business Telephone and Broadband Services Introduction and Overview

The purpose of our Code of Conduct is to:

- Ensure that SME Communications Provider ('our', 'us' and we referred to throughout refers to SME Communications Provider) implements responsible selling techniques when marketing its range of products and services;
 - Help customers to understand the service levels and professionalism required of all our staff;
 - Provide a clear framework which all our staff members are required to work within. This will ensure they act responsibly throughout and adhere to our good practice policies when marketing and selling any of our products and services.
- will always aim to avoid:

- Mis-selling
- Misrepresentation

It is important that our customers understand the services we offer and the Terms and Conditions of any Agreements they may have entered in to. The code applies to the sales and marketing of our services to both business and domestic customers (please note that 'you' and 'your' refer to our customers) and covers every aspect of the sales process. We routinely monitor compliance with this code to ensure that all our sales and marketing staff, sub-contractors and representatives are fully briefed and, where necessary, retraining or disciplinary action which may be required is instigated in all cases.

For customers who feel that any representative of SME Communications Provider may have breached the terms of the code we would urge you to contact us without delay to advise us of this. You may contact our Customer Services Team by telephone on 0161 446 2772, Monday to Friday from 9am to 5pm, by email to info@SMEcp.co.uk or by letter to our head office at Building 5, Crossford Court, Dane Road, Sale M33 7BZ

1. Status of the Code

1.1 Engaging in sales and marketing for fixed-line telecommunication and broadband services, we are required under the Ofcom General Condition 14.3 to establish the code in accordance with these guidelines and to comply with the provisions of the code.

1.2 Compliance with the code does not guarantee compliance with any legal requirement.

2. Sales, Marketing Advertising and Promotion

2.1 We will make customers aware of services and promote through a variety of methods. In all instances we will act responsibly to ensure compliance with relevant legislation.

2.2 If a customer is registered with any of the available preference services, including mailing preference service, telephone preference service etc. we will ensure their legal rights and wishes are respected at all times.

2.3 Our advertising and promotion complies with the British Codes of Advertising and Sales Promotion and all other relevant advertising codes. In addition to this, advertising and promotional literature will always be clear, unambiguous, accurate and fair. We will ensure our information is not misleading, false and we will not denigrate any other companies who supply the same or similar services.

3. Recruitment and Sales Training

3.1 We have strict and appropriate recruitment and selection policies in place, which are designed to ensure our staff members are suitably qualified and fully trained, particularly in relation to sales and marketing activities and where their role involves direct contact with our customers. Where third party agencies are involved we will always endeavour to follow equivalent recruitment and selection practices and training procedures.

3.2 When recruiting field sales and other sales staff we will ensure that references and suitable background checks have been carried out to confirm suitability for the position. We will never knowingly employ someone who has relevant convictions, evidence of mis-selling or a lack of integrity in any previous employment.

3.3 We will always ensure that our sales staff members have provided us with details of the following when they are recruited:

- National Insurance Number
- Proof of address
- Two references from two separate, previous employers

Where any issues arise during the term of the employment we will record these and maintain records on file for a minimum period of six months following termination/end of employment.

3.4 We will always take reasonable steps to ensure that all sales staff employed have sufficient training and understanding of SME Communications Provider's products and services and will be fully competent in their ability to explain these to customers in a way that is not misleading.

Training will include:

- Arrangements for the competition in the supply of Telecommunications and Broadband within the UK;
- The variety of services we provide and how these compare to other companies in terms of price e.g. Line Rental and Calls;
- The process for ordering telephone and broadband services;
- The relevant principles of consumer protection law;
- Our tariffs, terms and conditions of the services, methods of payment, duration of contract and termination fees;
- The nature and cost of any additional services we offer;
- The cancellation process during both the cooling-off period and following commencement of the service;
- The existence of the sales and marketing code of practice and benefits provided;
- Customer complaints procedure.

3.5 We ensure that we, any sub-contractors and agencies who work on our behalf are knowledgeable of relevant aspects of consumer protection law, the content and interpretation of this code and understand the benefits this provides to the customer.

3.6 Our remuneration systems for all sales and marketing personnel, sub-contractors and agencies are designed to discourage misleading or exploitive sales practices.

4.0 Customer Contact

4.1 When contacting residential customers our sales staff members are issued with specific guidelines to follow.

Appointments will be made during the hours of 8am to 8pm. Telephone calls will only be made during the hours of 8am to 9pm. The only exception to this will be when a customer specifically requests an appointment or telephone call outside of these hours

4.2 All of our representatives are issued with identity badges which clearly display our company name and a unique identification number for that representative. The identity badge also displays the representative's name, photograph and an expiry date for the validity of the card. This information will be clear and visible. If requested, this information may be presented in Braille.

4.3 When making contact our representatives will identify themselves immediately, stating the company name, purpose of the call and the estimated duration. Identification badges will be available and will be shown upon request during face to face visits.

4.4 All company representatives are trained to be courteous, use appropriate language and offer clear and straightforward information and explanations. All information is factual and accurate. Our training is also designed to prevent any misrepresentation of our services or those of other companies.

4.5 Our representatives will discontinue the conversation if advised by anyone the conversation is inconvenient, unwelcome, inappropriate or too long. If this is a face to face meeting, the representative will leave the premises immediately.

4.6 Our representatives will not abuse the trust of vulnerable people e.g. the elderly, those with special needs or does not speak English as their first language.

4.7 In the event that a visit is made to sheltered housing, such as nursing homes or residential care facilities, contact will be made with the warden/caretaker before approaching the customer.

4.8 We will never promote our services to anyone who is under the legal age to enter into a contract.

4.9 To ensure we maintain our standards and to assist in dealing with any complaints or queries, we will retain records of our sales and marketing campaigns for a minimum of six months. We will also record details of the identity of the sales person who made the call or visit and the date and estimated duration of contact.

5.0 Entering into a Contract – Information, Order Forms and Contracts

5.1 We will take all reasonable steps to ensure the person entering into a contract with our products and services is authorised to do so.

5.2 Our order forms and contracts are designed to be very clear; they state the contractual obligations which are in no way obscured or concealed and require signatures adjacent to this information to ensure this has been understood.

5.3 Where a direct approach is made with you, in all cases we will provide you with;

- Confirmation of our company's identity, full contact details of our head office address, telephone and fax numbers and e-mail address;
- A description of the product and/or service you have chosen, details of how this works and contractual information including payment terms, key features of the call types etc.



- Arrangements for providing the service, including the order process and as accurately as possible the likely date of provision. If there is to be any delay with the provider, you will be made aware of this;
- Your right to cancel and the conditions for cancelling;
- The period for which any charges remain valid;
- The minimum period of contract and the minimum contract charges, if any.

5.4 Our representatives have details of all tariffs which can be provided upon request and free of charge; these are also available on our website at www.SMEcp.co.uk.

5.5 When a representative meets you in person, they will provide all information in writing as well as a copy of the contract or order form. The following details will also be provided in writing at the same time or within five working days:

- Information about after-sales services or guarantees;
- Arrangements for the termination of the contract.

5.6 All orders placed by telephone, fax or internet, comply with distance-selling regulations. As with order forms, our telephone scripts are designed to ensure that you understand you are entering into a contract and you will be sent the information, as detailed above.

5.7 The SME Communications Provider website, www.SMEcp.co.uk, has a sign-posted hyperlink where this information may be viewed. The information is prominently displayed and can also be downloaded and printed out if required.

5.8 During the switch over period, customers may cancel without incurring a cancellation cost up to 48 hours before the order completion date. If you change your mind you may notify us by telephone, e-mail or in writing at:

- Customer Services Monday to Friday from 9am to 5pm – 0161 446 2772 • E-mail – info@SMEcp.co.uk
- By post to: SME Communications Provider, First Floor, Building 5, Crossford Court, Dane Road, Sale, M33 7BZ

5.9 We will send a mandatory letter, email, SMS or phone call in accordance with the industry-agreed guidelines informing you of details of the transfer and clearly confirming;

Date of notification;

- CLI(s) affected;
- List of services affected/unaffected, for example call barring;
- Date of Switchover and engineer visits
- Our contact details for any queries.

5.10 Generally, notification will be by letter or SMS unless the order has been placed online and you have confirmed that you wish all correspondence to be sent by email. In cases where this has not occurred, we are more than happy to correspond by email so please let us know in writing if you would prefer this method of contact.

5.11 We will rigorously monitor and review our procedures and take appropriate steps to prevent recurrence of any problems identified.

5.12 In all cases, we will contact you to confirm that you understand you have entered into an agreement, that you are happy to proceed and are content with the way in which the sales and marketing activity was conducted.

5.13 If we discover that our contract has been misunderstood or the order was progressed before the expiry of the switchover period, and you wish to cancel, we will terminate the contract without charge or any other penalty.

5.14 For consumer protection our procedures comply with all applicable legislation and appropriate amendments.

6.0 Audit

6.1 We regularly carry out audits of systems, procedures and documentation to ensure we are acting compliantly with all aspects of the code.

7.0 Customer complaints procedure

7.1 Our internal procedures for handling customer complaints also include those relating to the sales and marketing activities. We ensure that all staff and representatives who deal directly with customers are made aware of this procedure and we will inform you of the existence of our complaints procedure in accordance with our current obligations. These can also be accessed via our website at www.SMEcp.co.uk.

7.2 Our complaints procedure sets out how you may complain about our sales and marketing activity and what further steps are available if you believe the complaint has not been dealt with correctly. In addition, you will also be made aware of any dispute resolution arrangements as recognised by Ofcom. Currently Ofcom has approved two schemes;

- The office of the Telecommunications Ombudsman ('Otelco')
- The Communications and Internet Services Adjudication Scheme ('CISAS')

7.3 We will liaise regularly with Ofcom and the relevant consumer groups to monitor the number and nature of complaints under its code.

8.0 Distributing the Code: Creating Awareness

8.1 The code is available to you on request, free of charge and in a reasonable range of other formats. All our codes are also accessible on our website at www.SMEcp.co.uk.

