

## **Connaught Communications Systems Ltd**

# **Industry Code of Practice**

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## Consumer Code of Practice

### Introduction to our company and services

Connaught is a company that delivers communication and surveillance services to business customers. Whilst we may not provide all the component parts of our services ourselves, we do take the responsibility for the services delivered to you and will liaise with our suppliers to ensure that any problems with their services are resolved promptly.

### Purpose of this Code of Practice

The Code informs you about our products, services and customer care policies. We have prepared it in line with guidance published by Ofcom (the regulator, which is now Ofcom).

### How to contact us

Please contact our Customer Service Team or your Account Manager:

By phone: 0121 311 1010

(From 9am until 5pm Monday-Friday, outside of these hours details of our out of hours call centre is available for telephone line problems).

By e-mail: [Support@connaughtltd.co.uk](mailto:Support@connaughtltd.co.uk)

By fax: 0121 311 1890

By letter: Connaught Communications Ltd, Systems House, The Courtyard, Reddicap Trading Estate, Sutton Coldfield, West Midlands B75 7BU;

Or via our website [www.connaughtltd.co.uk](http://www.connaughtltd.co.uk)

### Our commitment to you

We are committed to providing you with the highest quality of customer service. When we purchase our services from wholesale provider(s), we choose those providers carefully to ensure that you get a high quality service. We make every reasonable effort to supply services that satisfy your requirements. We work to all relevant laws and regulations.

### Our products and services

- Single and Multiline Line Rentals
- Digital – ISDN2 and ISDN30 Line Rentals
- Landline calls
- CPS-Carrier Pre-Selection
- Broadband ADSL Lines
- Leased Lines / SIP Trunks
- Telephone System Supply, Installation and Maintenance
- CCTV

For more details on any of our products and services, or to place an order immediately, please contact our Customer Service Team on 0121 311 1010

### Marketing

We work to the principles within the British Code of Advertising, Sales Promotion and Direct Marketing, which may be found on the website, [www.cap.org.uk](http://www.cap.org.uk)

### Terms and conditions

When you subscribe to a service from Connaught Communications Ltd, we will send you our

Standard Terms and Conditions and ask you to sign a contract, if applicable. If you have any questions, please phone our Customer Service Team on 0121 311 1010. We may carry out a credit check as part of our assessment procedures.

We aim to provide services as soon as possible after your original request, subject to the availability and installation of any equipment and, where appropriate lines to your premises. If we need to carry out a survey of your premises or lay additional cabling we will advise you of the revised timescales as soon as we can.

### **Cancellation**

After the minimum term you can cancel any service by emailing our Customer Service Helpdesk on [info@connaughtltd.co.uk](mailto:info@connaughtltd.co.uk) giving us 3 months notice.

### **Faults and repairs**

Please call our Customer Service Team on 0121 311 1010 if you experience a fault with any of our services. We aim to begin investigating within 1 hour and have the fault repaired by midnight on the first working day after the day the fault was reported.

### **Compensation and refund policy**

Our policy is to provide a compensation scheme to customers buying the Connaught line rental product as set out below:

If Connaught is late in providing the Service - For each day or part day Connaught is late in providing the Service in accordance with the provision lead times, the customer is entitled to claim an amount equal to 30% of 1 month's rental charge for the line or the Calling and Network Feature or the Messaging Service ordered.

If Connaught is late in repairing a Failure of the Service - For each day or part day Connaught is late in repairing a Failure of the Service in accordance the repair lead times, the customer is entitled to claim an amount equal to 30% of 1 month's line rental charge.

If Connaught does not keep an appointment - If Connaught is at fault for not keeping an appointment the customer is entitled to claim an amount equal to 30% of 1 month's line rental charge.

If Connaught disconnects the Service from an End User Site when it is not entitled to do so, the customer is entitled to claim an amount equal to 30% of 1 month's line rental charge for each day or part day when the Service is disconnected, provided the customer notifies Connaught in writing that the Service has been disconnected within 6 working days of any disconnection of an End User.

The Limits on Compensation - The maximum compensation payable under our compensation policy for any one failure or series of related failures shall be an amount equal to two months' rental charge per calendar month up to a maximum of £1,000 for each line.

Provisioning and repair lead times are available upon request by calling Customer Services on 0121 311 1010.

### **Price lists**

Our pricing structure is available from our Customer Service Team on 0121 311 1010. We will write to you in advance if we change the pricing structure on your products and services.

## **Billing**

We will bill you monthly.

Unless otherwise agreed in writing, payment will be collected by direct debit. If you wish to change your method of payment at any time, please contact our Customer Service Team.

We can provide itemised bills showing calls over 50p via post or all calls via e-mail at no extra cost as part of our service to you.

If you have difficulty paying your bill, please contact us on 0121 311 1010 and we will try to arrange a different method of payment. We will do all we can to help our small business customers to manage their bills and avoid disconnection.

## **If you are moving home or office**

Please call our Customer Service Team on 0121 311 1010 no later than 14 days before your move date. We will amend your account and billing requirements as necessary.

## **Number porting (if applicable)**

Connaught recognise that keeping your existing telephone numbers may be important to you. If you move we will endeavour to offer you the same telephone number to minimise disruption. We will work with you to ensure that the services are switched over at a convenient and appropriate time. For more information, please call our Customer Service Team on 0121 311 1010.

## **Complaints**

We take customer complaints very seriously and we aim to resolve them quickly and efficiently. If you have a complaint about any part of our service, please contact our Customer Service Team on 0121 311 1010. We will try to resolve your complaint quickly and efficiently, and to keep you informed at all times.

If we cannot settle a complaint to your satisfaction, you may ask for help from Otelo (the Telecommunications Ombudsman) or Ofcom/Oftel. For more information, please ask us for a copy of our Code of Practice for Complaint Handling

## **Statement of social responsibility**

We take the problem of nuisance calls and malicious communications very seriously. We tackle it by working closely with the police and others in the communications industry. If you have been a victim of this activity, please call the Customer Service Team on 0121 311 1010 to report the incident, and for information on how to deal with this situation.

Copies of this Code are available in larger print and other formats on request

## **Data protection**

We are registered with the Data Protection Agency to hold information necessary to supply services to our customers.

## **Useful addresses**

Otelo, PO Box 730, Warrington, WA4 6WU. Tel: 0845 450 1614

Ofcom, Riverside House, 2a Southwark Bridge Road, London SE1 9HA. Tel: 020 7981 3000/ 0845

## **Code of Practice for Complaint Handling**

### **Introduction**

We make every effort to ensure that our customers are happy with the level of service, and the products and service they receive from us. However, despite our best efforts, things can go wrong. When they do, we want to know so that we can put them right as soon as possible.

This code of practice explains how to contact us and our procedures for resolving complaints about sales, billing, fault repair or services. The Code forms part of our Code of Practice. It is available on request from our Customer Service Helpdesk on 0121 311 1010 and from our website - [www.connaughtltd.co.uk](http://www.connaughtltd.co.uk)

### **If you have a complaint**

Please telephone our Customer Service Team or your Account Manager on 0121 311 1010. Our advisors will ask you about your complaint and seek to resolve the problem while you are on the line. If this is impossible, we will agree a course of action with you.

You may also send your complaint in writing to us at:

Connaught  
Systems House  
The Courtyard  
Reddicap Trading Estate  
Sutton Coldfield  
West Midlands  
B75 7BU

Or via an e-mail enquiry to [info@Connaughtltd.co.uk](mailto:info@Connaughtltd.co.uk)

During any discussions we will protect the privacy of the information that we hold on you. We may have to ask you questions to confirm that we are speaking to the right person.

### **Taking your complaint further**

If your complaint is not resolved to your satisfaction after this procedure, you can take it further within our company to the Service Director and ultimately to the Managing Director.

If we cannot resolve the problem, then we will write to you to say so. If you remain unhappy and wish to pursue your complaint further by alternative dispute resolution, you may wish to refer to the Otelo Alternative Dispute Resolution Scheme.

### **Useful addresses**

Otelo, PO Box 730, Warrington, WA4 6WU. Tel: 0845 450 1614

Ofcom: Riverside House, 2A Southwark Bridge Road, London SE1 9HA, Tel: 020 7981 3000

# Code of Practice for Sales and Marketing of Direct Line Telephone Services

## Introduction and overview

The purpose of our Code of Practice is:

- to show that Connaught Communications Ltd (“our”, “us”, and “we” refer to Connaught Communications Ltd) adopts responsible best-practice selling techniques when marketing our fixed line-telecommunications services (“services”);
- to help our customers and potential customers understand our services and the behaviour to be expected from our representatives;
- to show that we provide our customers with higher standards of protection than consumer law requires; and
- to set out clearly what is good practice in the sales and marketing of our services, as reassurance to our customers.

The code applies to the sales and marketing of our services to small business customers (“you” and “your” refer to customers) and covers all aspects of the sales process. We aim to avoid mis-selling and misrepresentation and to ensure that you fully understand the services and the terms of the contracts we offer you.

All our sales and marketing staff and agents are briefed on this code and we routinely monitor compliance with it. If you feel that any representative of Connaught has breached the terms of the code, please report your concerns to Jon Sapey, Sales Director, (Tel 0121 224 7228, [jon.sapey@connaughtltd.co.uk](mailto:jon.sapey@connaughtltd.co.uk) who has responsibility for compliance with this code, and for handling associated complaints.

Copies of this code are available free of charge in various formats on request, including via our website [www.connaughtltd.co.uk](http://www.connaughtltd.co.uk). The code has been prepared in line with guidelines published by Ofcom, the industry regulator.

## Sales, marketing, advertising and promotional activity

We make customers aware of and promote our services by various methods. In all cases, we act responsibly and try to comply with relevant legislation.

We will respect your wishes if you have registered with any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service, the Fax Preference Service and the E-mail Preference Service.

All our advertising and promotion activity keeps to the principles of the British Codes of Advertising and Sales Promotion. In addition, we ensure that advertising and promotional literature is clear, unambiguous, accurate and fair, does not contain false or misleading information about price, value or service and does not denigrate other companies.

## Recruitment and sales training

To ensure that our employees act responsibly at all times, we follow strict procedures in the selection and training of staff who have direct sales and marketing contact with customers. We also ensure that all our sub-contractors and agencies use equivalent selection and training procedures and remuneration (payment) systems.

When recruiting new sales staff, we take up references and carry out relevant background checks. We also consider whether applicants are suitable for this type of work, recognising that our sales people will be seen as the 'public face' of our company and the industry in general.

We train our sales and marketing employees to ensure they have a good understanding of our services and of industry practice generally and do not give our customers inaccurate or misleading advice.

We also ensure that our sales staff are familiar with the relevant aspects of consumer protection law, the content and interpretation of this code and the benefits it provides to customers.

Our remuneration systems for sales and marketing personnel are designed to discourage misleading or exploitative sales practices.

### **Customer contact**

Representatives involved in face-to-face sales and marketing have identity cards or badges that clearly display our company name and the representative's own identification number. The identity badge also displays the representative's name and photograph and a date showing the validity of the card. Information on the card is clear and easy to read without close examination.

On making contact, our representatives will immediately identify themselves, state our company name, the purpose of the call and how long it should take. If visiting or meeting in person, they will show you their identity card.

Our representatives are trained to be courteous, to use appropriate language and to offer clear and straightforward explanations. They must offer only factual and accurate information about our services and contracts and must not misrepresent our services or those of other companies. They must check that if you enter into a contract you fully understand the terms and are sure that this is what you want to do.

Our representatives will cease contact with anyone who indicates that the contact is inconvenient, unwelcome, inappropriate or too long. At your request, the discussion will be ended immediately and, if making a doorstep call, the representative will leave your premises immediately.

Our representatives will not abuse the trust of vulnerable customers, for example people who are elderly or who have special needs, or whose first language is not English.

When visiting sheltered housing, nursing homes or residential care facilities, our representatives will make contact with the warden or other person in authority before approaching a customer.

We will not aim sales or marketing activity at people who are under the legal age for entering into contracts.

To ensure we maintain these standards, we keep the records of our sales and marketing activity for at least six months. Records include the date and the approximate time of the contact with you. To help us deal with any complaints or queries, all such records clearly identify the salesperson(s) who made the call or visit.

### **Entering into a contract**

We check that the person entering into a contract with us is authorised to sign a contract for services and be responsible for bills at the premises in question.

Our order forms and contract forms are designed to ensure that you understand that you are

entering a contract, and each document states this immediately next to where you sign.

We will tell you that you have the right to change your mind during the switchover period and that there is no cost for cancellation during this period.

In all cases we will give you the following information:

- confirmation of our company's identity and full contact details;
- a description of the service you have chosen, including how it works, the cost and payment terms;
- arrangements for providing the service, including how we deal with the order and, as accurately as possible, when it is likely to start;
- your right to cancel and how to use it;
- how long the charges will remain valid; and
- the minimum period of contract, and minimum contract charges, if any.

Our representatives have a full summary of our tariffs, which you can ask to see.

When our representative meets you in person, they will give you the information in writing. When you sign an order form, or enter into a written contract, you will also get a copy of the order form or contract, as well as information about any after-sales services or guarantees and arrangements for ending the contract.

You will get this information at the same time as you sign, or within 5 working days, unless you received it in writing before signing the contract.

Orders placed with us by distance-selling methods (such as phone, fax or internet) comply with distance-selling regulations. As with order forms, our telephone scripts are designed to ensure that you understand that you are entering into a contract and will be sent the information detailed above.

In the case of internet orders, a well signposted and easy-to-see hyperlink to this information is prominently displayed and the information is readily available for downloading and printing.

Regardless of our method of selling, you may cancel orders and end contracts by telephone, in writing, by fax or by e-mail to:

**Letter:**

Connaught  
Systems House  
The Courtyard  
Reddicap Trading Estate  
Sutton Coldfield  
West Midlands  
B75 7BU

**E-mail:** [support@Connaughtltd.co.uk](mailto:support@Connaughtltd.co.uk)

**Tel:** 0121 311 1010

**Fax:** 0121 311 1890

**Contract review**

Our standard procedures minimise the risk of errors or mis-selling on our part when taking orders or making contracts during face-to-face or telephone selling.

We confirm orders by sending a notification of transfer letter to the customer in accordance

with the industry-agreed process. The letter, which is clearly dated, gives details of the transfer, including the date of transfer, and information on any services and features which may be affected by the transfer. The letter also provides contact details for any questions.

We contact all customers entering into a new contract to confirm that you understand that you have entered into a contract, are happy to proceed with the contract and are content with the way in which we conducted the sales and marketing.

This check is generally incorporated into the order confirmation letter but is always completed not more than 5 working days after a contract is agreed. Where we contact you directly, this is done by a person not involved with our sales and marketing activities, who will tell you who they are.

The letter may be sent electronically if you have applied online and have confirmed online that you wish future correspondence to be sent electronically.

We will terminate the contract without charge or other penalty to you if we find that you did not understand the contract or it was not what you intended or if it was finalised before the expiry of the switchover period, and you wish to cancel.

We keep our contract procedures under review and take steps to prevent the recurrence of any problem identified through audit (see below).

#### **Audit**

We carry out regular audits of the systems, procedures and documents we use in sales and marketing.

#### **Customer complaints procedure**

Complaints about sales and marketing are dealt with under the procedures set out in our Consumer Code of Practice.

Our complaints procedure sets out how you may complain, and this includes complaints about Connaught's sales and marketing. It specifies what to do next if you believe the complaint has not been dealt with satisfactorily.

You should first direct your complaint to Connaught. If we cannot resolve the complaint to your satisfaction, you may contact Otelo or Ofcom. You can also ask for advice from your local Trading Standards Department or Citizens Advice Bureau.

#### **Status of this code**

By law, all companies marketing services to customers must issue a code of practice for sales and marketing.

Compliance with this code does not guarantee that it complies with any other legal requirement.

Non-compliance with this code does not affect the validity of any contract between the company and the consumer, unless the law states otherwise.

#### **Useful addresses**

**Otelo** - Wilderspool Park, Greenall's Avenue, Warrington, Cheshire, WA4 6HL. Tel: 01925 430870 [www.otelo.org.uk](http://www.otelo.org.uk)

**Ofcom** - Riverside House, 2a Southwark Bridge Road, London SE1 9HA. Tel: 020 7981 3000/ 0845 456 3000. [www.ofcom.org.uk](http://www.ofcom.org.uk)

**Direct Marketing Association** - DMA House, 70 Margaret Street, London W1W 8SS Tel: 020 7291 3308 [www.dma.org.uk](http://www.dma.org.uk)

If you wish to find details of your nearest Citizens Advice Bureau or Trading Standards department you can search on the following websites

Citizens Advice – [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

Institute of Trading Standards Administration – [www.tradingstandards.gov.uk](http://www.tradingstandards.gov.uk)

“Fixed line telecommunications services” means narrowband calls and lines services provided to domestic and small business customers by means of indirect access, carrier pre-selection or wholesale line rental.

“Small business customer” means a customer or potential customer for the services who is an undertaking for whom fewer than ten individuals work (whether as employees or volunteers or otherwise).