

Sales & Marketing Code of Practice Summary

1 Overview

- 1.1 Our objective is to explain to and reassure our Customers that Class Networks acts responsibly and adopts good practices in the selling and marketing of our services. We aim to ensure that our Customers understand:
- the services and the associated key terms of the contracts we offer them
 - the behaviour to be expected from our representatives
 - we provide higher standards of protection over and above those provided in law.
- 1.2 The code has been prepared in line with guidelines published by Ofcom, the industry regulator. A full version of this code is available free of charge in various formats on request.
- 1.3 Julian Miller, Chief Executive Officer, is responsible for ensuring we adhere to our code. Please contact Julian with any comments or complaints on 0333 800 8811 or by email: julian.miller@classnetworks.com.
- 1.4 Please note compliance with this code of practice does not guarantee compliance with any legal requirement. Non-compliance does not affect the validity of any contract between Class and its Customer, unless otherwise provided by law.

2 Sales, marketing, advertising and promotional activity

- 2.1 Our contact with Customers will be conducted in a variety of ways e.g. electronic mail, telephone or in person. In all cases our sales and marketing activities are undertaken, Class will always act responsibly and compliantly within this code.
- 2.2 Our Customers' legal rights and wishes will be respected where they have registered with any relevant preference service.
- 2.3 Our advertising and promotion activities will be clear, unambiguous, accurate and fair, will not contain false or misleading information about price, value or service and will not denigrate other companies. They will comply with the British Codes of Advertising, Sales Promotion and Direct Marketing.

3 Recruitment & Training

- 3.1 We recognise that our staff is our biggest asset and our sales and marketing people will be seen as the 'public face' of our company and the industry in general. Our recruitment process is therefore critical to our success and taken very seriously.
- 3.2 Our reputation is built on the trust and reliance our Customers have in the advice our sales and marketing people provide. Our staff are trained to have a sufficient understanding of our services and industry regulations to ensure any advice given is not misleading.

3.3 We request all our sub-contractors and agencies to adopt this or a similar code of practice.

4 Customer contact

5.1 We make contact with our Customers in a variety of ways and in nearly all instances this will be with business customers only. Contact will be mostly over the phone or where appropriate, pre-agreed, face-to-face meetings.

5.2 All our representatives will be courteous and offer clear and straightforward explanations. All information provided by our representatives will be factual and accurate and will not misrepresent the services being offered nor those of other providers.

5.3 We will not make any representation to Customers perceived to be vulnerable or those who are under the legal age for entering into contracts.

6 Entering into a contract – information, order forms & contracts

6.1 All reasonable steps will be taken to ensure that the person entering into a contract is authorised to do so.

6.2 Order forms and contract forms are designed such that the contractual nature of the document is clear and is stated immediately adjacent to where the Customer signs.

6.3 Customers will be given the information set out below, in writing, in a clear and comprehensible manner as part of our literature;

- essential information including our company details; name, address, and telephone, fax and e-mail contact details
- a description of the telephone service sufficient to enable the Customer to understand the option that the Customer has chosen, and how it works;
- information about the major elements of the service, including the cost of any standing charges, the payment terms and line rental;
- the arrangements for provision of the service, including the order process and, as accurately as possible, the likely date of provision. Where there may be significant delay in the likely date of provision, the Customer will be informed;
- the existence of a right of cancellation and the process for exercising it;
- the period for which the charges remain valid; and
- the minimum period of contract, and minimum contract charges, if any.

6.4 In law, contracts do not need to be in writing or signed. Orders placed by distance selling methods e.g. via the phone or the internet, will comply with the Distance Selling Regulations.

6.5 In all cases we will provide our Customers with a combination of three types of confirmation during the provisioning process.

- i Confirmation of receipt of order
- ii Confirmation when our services will be provisioned.
- iii Confirmation that the service has successfully been provisioned.

6.6 The confirmations will be by letter or sent electronically where our Customer has agreed to this or has initiated contact by applying online.

- 6.7 For basic fixed line telephony we will correspond in accordance with the industry-agreed process, informing our Customer of the relevant details of the transfer. Confirmation of the installation date will be provided within 7 days, and installation within 28 days. There is a compulsory 10 day “cool off” period after the order has been made.
- 6.8 For basic fixed line telephony it will be made clear to our Customers that they have the right to change their mind during the switchover period and that there will ‘no cost’ to cancel the order. There may be a charge to cancel certain types of services and the Customer will be made fully aware of these charges before we accept an order.
- 6.9 Depending upon the service to be provided, service installation dates can take up to 10 working days to confirm. The actual installation date will vary depending upon the nature of the service to be provided and this will be explained to the Customer.

7 Customer complaints procedure

- 7.1 Our staff are acquainted with our Complaints procedure and Customers will be made aware of this via our marketing literature, order confirmation notifications and Customer Welcome Guide.
- 7.2 Customers should first direct their complaint to Class Networks. If we cannot resolve the complaint to their satisfaction within a specified period, they may contact OTELO (Wilderspool Park, Greenall’s Avenue, Warrington, Cheshire, WA4 6HL Tel: 01925 430870 www.otelo.org.uk) or Ofcom (Riverside House, 2a Southwark Bridge Road, London SE1 9HA. Tel: 020 7981 3000/ 0845 456 3000.www.ofcom.org.uk).

Customers can also ask for advice from their local Trading Standards Department or Citizens Advice Bureau.