



# Code of Practice

## (for the sales and marketing of our Fixed/Land line Telecommunications Services)

### 1. Our aim and objective in simple easy to understand English

- 1.1 Greystone Telecom Limited hereby sets out our own Code of Practice, in order to provide our domestic and small business customers ('customers') with standards which we support and which offers protection to our customers:
- To ensure good practice and responsible selling in our marketing of fixed/land line telecommunications services, and to help customers understand the service we offer and the manner in which they should be treated by our staff.
  - To provide a clear framework within which we, as a responsible telecoms company should be working, providing reassurance to customers and consumer representatives as to what constitutes good practice in the sales and marketing of fixed/land line telecommunications services.
- 1.2 Our focus concerning the sale and marketing of fixed/land line telecommunication services to customers, deals primarily with issues arising before, during and at the point of sale, with particular emphasis on the avoidance of mis-selling and misrepresentation, and ensuring customer understanding of the services offered, and the key terms of any contracts they are entering into.
- 1.3 It also deals with procedures in place for sales and marketing staff, and agents, being informed of the Codes of Practice for sales and marketing ('Our Code') and its contents, and for monitoring their compliance with it.
- 1.4 It additionally deals with procedures in place, which are fully documented, for customers and advice agencies to be made aware of our Code and its contents such as, for example, making reference to our Code in sales and marketing literature, as part of our 'notification of transfer' letter (referred to in paragraphs 6.11 and 6.12), and by making available our Code, on our website, and in a prominent position.
- 1.5 Our Code has been drafted in plain English which is hopefully easy to understand, and copies of it are available on request, and free of charge, to customers, if they are not able to access from our web site.
- 1.6 Our Sales Director, Chris Morrison is accountable for all sales and marketing within the company and is responsible for compliance. His email address is [chris@greystonetelecom.co.uk](mailto:chris@greystonetelecom.co.uk) and you can telephone him through our main switchboard during business hours from 9.00am - 5.30pm Mon - Fri on **0845 365 0500**. Calls to this number from most UK landlines, dependent upon your telecoms carrier, will cost approximately 3.36p per minute + VAT).

### 2. Status of code

- 2.1 We engage in sales and marketing for fixed/land line telecommunications services and are required under General Condition 14.3 to establish our own Code, and comply with the provisions set out in it.
- 2.2 You should be aware that compliance with our Code does not guarantee compliance with any legal requirement.
- 2.3 Non-compliance with the Code does not affect the validity of any contract between ourselves and you our customer, unless otherwise provided by law.

### 3. Sales, marketing advertising and promotion

- 3.1 We approach customers in a wide range of ways e.g. by TV, radio or press advertising, promotions in shops or shopping centres, post, fax, electronic mail, telephone or in person. Regardless of the way in which our sales and marketing activities are conducted, we undertake to act responsibly and in compliance with our Code.
- 3.2 In accordance with legislation, we have taken requisite steps through outsourced software linked to our telephone systems, to prevent any calls generated from our offices from reaching any domestic or business customers who wish not to be called where they have registered with any relevant preference service, including the Mailing Preference Service (MPS), the Telephone Preference Service (TPS), the Fax Preference Service (FPS), and Corporate Telephone Preference Service (CTPS). We only email prospective customers who have opted-in to receive emails and/or are existing customers.
- 3.3 We will always endeavour in any advertising and promotion to comply with the British Codes of Advertising and Sales Promotion and all other applicable advertising codes. In addition, our advertising and promotional literature is intended to be clear, unambiguous, accurate and fair, containing no false or misleading information about price, value or service and, in particular, we do not denigrate competitors although we may use price comparisons current at the time, differences in service and service level agreements, innovative products and benefits that distinguish them from ourselves and other suppliers. We do not hold ourselves to be unbiased or impartial about our company and believe that we should be passionate about our business and its promotion, enthusiastic about its future and our current customer base and committed to our success.



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### 4. Recruitment and sales training

- 4.1 We apply comprehensive and rigorous procedures for the recruitment and selection of staff involved with direct and indirect telesales contact with customers for the purposes of sales and marketing activity.
- 4.2 Additionally we take a responsible approach in ensuring that any third party agents also set up equivalent selection procedures. For the avoidance of doubt, third party agencies shall not include resellers to whom we sell telecommunication services on a wholesale basis.
- 4.3 Whilst we are bound to operate within current employment legislation, in the recruitment of sales staff we have extremely strict employment conditions:
- We have taken the unusual step of defining any form of exaggerated selling, or the avoidance in the sale process of imparting crucial and/or relevant material, and/or important known facts, as an act of gross misconduct, tantamount to not only mis-selling, but also the criminal offence of deception and fraud. This enables us to remove very quickly any employees who will not follow our strict policies on honesty and integrity, set out in their Terms and Conditions of Employment and Staff Handbook which we provide to each member.

Additionally:

- We record all conversations and have the ability to listen to a defined percentage of calls, with the ability to recall any, where we may receive a complaint through our Customer Services Team;
  - We take into account a whole host of criteria recognising that the sales person is the 'public face' of the industry and represents our company;
  - Our interviews involve questioning the applicant on the subject of current and spent criminal convictions, although it should be pointed out that it is difficult for us to discover a criminal past where it is not divulged by the individual or by references we may receive.
- 4.4 Our staff are required to:
- Provide proof of their National Insurance number, proof of current address, permit us to photograph their passport and be able to provide two references, none of which should be a relation, or where business references are provided, they should be available from more than one business if possible. Where an employee has not worked for more than one company before, one additional personal reference is required;
  - If a sales person or any member of our staff leaves for any reason a copy of his or her sales records (including all recordings and notes on sales) will be retained for a minimum period of six months;
  - Reasonable endeavours are made to retrieve any identification badges and security entry fobs of staff leaving the company.
- 4.5 For sales staff not based in the UK, equivalent procedures would be applied and documented. However we have no staff external to the UK at this time.
- 4.6 We take care to ensure that every such person is well trained, so as to have not merely sufficient grasp, but a good understanding that any relevant advice given by such person is accurate and not misleading. Topics covered include:
- Scripts which are provided to our sales staff, with tariffs accurate at the time, so that prospective customers are able to make informed choices;
  - We offer different telephone options and explain how these differ from other competitive telecoms products (which may or may not be offered by us or our subsidiary company, which provides outsourced leads generation services within the telecommunications industry);
  - We can explain Indirect Access (IDA), Carrier-Pre Selection (CPS), Wholesale Line Rental (WLR) and Wholesale Calls, Voice Over IP (VoIP) and IP Telephony, Broadband and other means of Connectivity; we can explain how Non-Geographic Numbers work and what services can be attached to them; we can explain Call Recording, Call Queue, Interactive Voice Response and a wide range of other linked services which may be taken with fixed/land line telecommunications services. **There are other services we can and will explain.**

In short, we offer and explain:

- Our process for ordering the telephone service;
- That consumer protection is available although we do not hold ourselves out to be experts in this field;
- Our prices and other terms and conditions of service and, in particular, methods of payment, duration of contract and any termination fees;



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- The nature, and cost, of any additional services on offer;
  - Our process for canceling the contract both during the cooling-off period and at any time following commencement of the service; and
  - The existence of our sales and marketing Code of Practice and the benefits provided; and
  - Our procedure for handling customer complaints.
- 4.7 Responsibility for compliance with our Code by representatives, and any sales agency acting on their behalf, is also the responsibility of our sales director as set out in clause 1.6, who may at any time request the assistance of our Customer Services Director Lorraine Ebbrell, to ascertain the extent of any customer complaint. Lorraine's email address is [lorraine@greystonetelecom.co.uk](mailto:lorraine@greystonetelecom.co.uk) She can also be contacted in the first instance if required through our main switchboard during business hours, from 9:00am - 5:30pm Mon - Fri on **0845 365 0500**. Calls to this number from most UK landlines, dependent upon your telecoms carrier, will cost approximately 3.36p per minute + VAT).
- 4.8 Our remuneration packages, which are set out for all our employees, are weighted towards a basic salary and are not constructed so that commissions are so high that they encourage misleading or exploitative sales practices. However, we reward our sales teams well, for closing business ethically. All our agents are paid commission on the basis of performance. We have no agents known to us who employ others whose income is solely commission based.
- 5. Customer contact**
- 5.1 Discretion is used when visiting consumers' homes, particularly during the hours of darkness. No face to face contact is made outside the hours of 8.00am to 8.00pm and no telephone calls are made outside the hours of 8.00am to 9.00pm, unless at the customer's request.
- 5.2 Our representatives involved in face-to-face sales and marketing to small businesses are not issued with identity badges that display our name and they are not issued with a unique identification number for that representative. They are issued, as is customary in a business environment, with a business card. However, in such instances that we would be visiting a domestic property with the express purpose of generating a consumer fixed line sale, our representative would be fully badged and numbered. The identity badge in such case would display the representative's name, a photograph of the representative and an expiry date for validity of the card. The information on the card is presented in such a way that does not require close examination. Identity cards can also be made available with key information in braille, by special request and subject to completion for us, by the Royal National Institute for the Blind (RNIB).
- 5.3 All representatives are required to immediately identify themselves, our company name and the purpose of the call and the expected call duration. If visiting or meeting in person in a domestic situation, they will draw the Customers' attention to their identity card.
- 5.4 In all domestic situations reasonable steps will be taken to be informed of local authority initiatives, password schemes etc, such as the Local Distraction Burglary Initiative.
- 5.5 All representatives are required to be courteous, use appropriate language and offer clear and straightforward explanations. All pertinent information given is required to be factual and accurate. Our representatives should not misrepresent the services being offered, nor misrepresent those of other competitors. Our representatives should also check that customers entering into contracts understand, and intend to enter into them.
- 5.6 Our representatives are instructed to cease contact with any person who indicates that the contact is inconvenient, unwelcome, inappropriate or too long. If the customer requests it, the discussion should be ended immediately and, if making a doorstep call, the premises should be left immediately.
- 5.7 Representatives are strictly instructed not to abuse the trust of vulnerable customers e.g. those who are elderly or whose first language is not English, or who have special needs. However, if such customers are attracted to our services, we will supply them provided we believe that their decision will be of benefit to them.
- 5.8 Where we come across sheltered housing, nursing homes or residential care facilities contact will be made with the warden or other person in authority before any approach is made to the customer.
- 5.9 No sales or marketing activity is conducted that is directed towards those who are under the legal age for entering into contracts.
- 5.10 Sales and marketing campaign records are maintained in our customer Relationship Management Software for at least twelve months, including the date and the approximate time of the contact with the customer. Our records are such as to allow subsequent identification of the salesperson(s) involved and to assist in dealing with any complaint or query.



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

- 6.1 All reasonable steps are taken by us to ensure that the person entering into a contract is authorised to enter into the contract for the fixed/land line telecommunications services/bills at the premises.
- 6.2 Order forms and contract forms are designed such that the contractual nature of the document is clear to the customer. The point being that the customer knows what they are signing, that the nature of the contract is evident and clearly visible and not obscured. Attention is drawn in a prominent position on any contractual document, where the other terms and conditions may reside on the reverse. Any space for a signature is placed where it is obvious that a contractual agreement is the contemplated and enforceable outcome of the contract.
- 6.3 Where we make a direct approach to the customer, the Customer will be given or sent the information set out in this paragraph, in writing, in a clear and comprehensible manner.
- Essential information including the identity of the company, its address, telephone, fax and e-mail contact details, as appropriate;
  - 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, line rental, key call types and details of "protected or special support" arrangements;
  - 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 of;
  - 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 Customers will be made aware of the existence of the Code, and may receive a copy, as set out in Clause 1.5.
- 6.5 At the customer's request, full written information about entire tariffs will be made available.
- 6.6 If a customer signs an order form following face to face contact, or enters into a written contract, the customer will be given a copy of the order form or contract, as well as the following details in writing either at the same time or within 5 working days, unless previously supplied in writing prior to contract:
- Information about any after-sales services or guarantees; and
  - Arrangements for the termination of the contract.
- 6.7 In the case of orders placed by distance selling, means we will comply with Distance Selling Regulations.
- 6.8 In the case of internet orders, a well sign-posted hyperlink to this information which is easily visible to the web site visitor will be prominently displayed with the information being capable of being easily downloaded and printed.
- 6.9 There will be 'no cost' cancellation within any specified "cooling off period" for all domestic customers (relating to service that we provide regarding mobile networks) where they change their mind. Domestic customers will be made aware that they have the right to change their mind during any relevant "cooling off period." However, in the case of business use, if a customer changes their mind, within the initial returns period of our service provider, relating to the provision of an airtime contract where we are unable to claim a full refund for mobile phones provided by us, we will in our own contract, specify the amount we charge to cover our costs.
- 6.10 Customers where permitted may cancel orders and terminate contracts by telephone, in writing, by fax or by e-mail.
- 6.11 We will send a mandatory letter in accordance with the industry-agreed process informing our customer of the details of the transfer, and the following will be clearly communicated:
- Date of notification;
  - CLI(s) affected;
  - List of services affected/unaffected, e.g. IA call barring;
  - Date of switchover;
  - Our contact details for any queries.



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- 6.12 The notification will be by letter although may be sent electronically where customers have initiated contact by applying online, and have confirmed online that they wish all future correspondence to be sent electronically. Otherwise customers are required to positively request by written correspondence that information be sent electronically.
- 6.13 We undertake to keep under review the procedures by which contracts are agreed and to take appropriate steps to prevent recurrence of any problem identified.
- 6.14 In all cases, customers will be contacted along similar timescales to the industry-agreed process described in paragraph 6.11 to confirm that the customer understands that they have entered into an agreement, are happy to proceed with the agreement and are content with the way in which the sales and marketing activity was conducted.
- 6.15 Such customer contact will be either part of the mandatory customer 'notification of transfer' letter referred to in paragraph 6.11 or through a separate process. This contact will be made by a person not engaged directly in activities leading to the promotion of sales contracts.
- 6.16 If it is found that the contract was not understood or intended, or if the order matured before the expiry of the switchover period, and the Customer wishes to cancel, we will terminate the contract without charge or other penalty to the Customer.

#### 7. Consumer protection and other legal requirements

- 7.1 Procedures will comply with all applicable legislation and appropriate amendments.

#### 8. ISO 9001 Accredited for Quality



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- 8.1 Each month we carry out an audit of systems, procedures and documentation to ensure that we are acting compliantly with all aspects of our Code. This audit features in each monthly board meeting so that everyone in the company from top to bottom understands the importance of the maintenance of high quality and standards of excellence in the service we provide.

#### 9. Customer complaints procedure

- 9.1 We have a dedicated team with procedures for handling issues of customer service which will also deal with any customer complaint and or requested improvement of service. We will ensure that all staff and representatives who deal directly with customers are made aware of our customer services and complaints procedures, and as part of the sales process they are required to inform customers of the existence of our procedures in accordance with our current obligations to do so.
- 9.2 The complaints procedure sets out how customers may complain about the company's sales and marketing activity and what further steps are available if they believe their complaint has not been dealt with satisfactorily.
- 9.3 In addition, customers also shall 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') and the Communications and Internet Services Adjudication Scheme ('CISAS').
- 9.4 We have liaised with Ofcom about matters within this Code and intend to maintain contact with Ofcom and the relevant consumer groups to monitor the number and nature of complaints under its code. We also keep in touch with relevant matters through the use of Ofcom's web site. This is available at [www.ofcom.org.uk](http://www.ofcom.org.uk).

#### 10. Distributing the code: creating awareness

- 10.1 Our Code is available to Customers on request, free of charge and in a reasonable range of formats. A copy of our Code has been sent to Ofcom.
- 10.2 We have sent a copy of our Code to the head office of the Citizens Advice situated at Myddleton House, 115-123 Pentonville Road, London, N1 9LZ.
- 10.3 We have sent a copy of our Code to Cheshire County Council, which is our nearest Trading Standards Service, Backford Hall, Backford, Chester, CH1 6EA web site [www.tradingstandards.gov.uk/cheshire](http://www.tradingstandards.gov.uk/cheshire) Consumer Advice: 0845 113 2500, Business Advice: 01244 603708, Fax: 01244 603773.



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10.4 We have sent a copy of our Code to the main telecoms carriers who provide services to us. Legislation of particular relevance to sales and marketing of particular telephony products Particular attention is drawn to the following regulations (as amended, where appropriate), in addition to all other appropriate consumer protection law and advertising Codes of Practice:

1. The Unfair Terms in Consumer Contracts Regulations 1999 SI 1999 No 2083:
  - Introduces controls over unfair standard terms in contracts with consumers;
  - requires written contracts with consumers to be in plain, intelligible language.
2. The Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987 SI 1987 No 2117:
  - Requires that written notice of cancellation rights (min 7 days) in prescribed form is given to consumers entering into contracts at their homes or in other places (e.g. shopping precincts).
3. The Consumer Protection (Distance Selling) Regulations 2000 SI 2000 No 2334:
  - Requires extensive information to consumers before and after consumers enter into contracts using channels of marketing such as direct response press or TV adverts, telemarketing, mail order, etc;
  - Requires cancellation rights (min 7 working days) to be given to consumers, starting from the date of delivery of prescribed information;
  - Provides that making demands for payment for services not ordered by consumer is a criminal offence.
4. Telecommunications (Open Network Provision)(Voice Telephony) Regulations 1998 SI 1998 No. 1580 Extensive requirements for system-less resellers and operators of systems licensed by DTI to:
  - Offer written contracts to consumers complying with the regulations;
  - To publish their terms and conditions and tariffs by placing copies in every major office for public inspection during prescribed hours.
5. Various Misleading Advertising Regulations.
6. Consumer Protection Act 1987 (PartIII).
7. Consumer protection legislation Civil responsibilities:
  - Misrepresentation Act 1967;
  - Unfair Contract Terms 1977;
  - Sales of Goods Act;
  - Supply of Goods and Services Act 1982;
  - Consumer Protection 1987;
  - Sale and Supply of Goods Act 1994;
  - Control of Misleading Advertising Regulations 1988 SI 1988 No 915;
  - Consumer Protection (Cancellation of Contracts concluded away from Business Premises) Regulations 1987 SI 1987 No 2117;
  - Unfair Terms in Consumer Contracts Regulation SI 1999 No 2083 Criminal liabilities;
  - Trade Descriptions Acts 1968;
  - Administration of Justice Act 1970;
  - Fair Trading Act 1973;
  - Price Act 1974;
  - Consumer Protection Act 1987 (Parts II, III, IV andV);
  - Consumer Protection (Cancellation of Contracts concluded away from Business Premises) Regulations 1987 SI 1987 No 2117;
  - Consumer Protection (Distance Selling) Regulations 2000 SI No 2334.