

# Direct**Save** Telecom

## Sales and Marketing Code of Practice For Fixed-line Telecommunication Services

## Introduction

The purpose of our Code of Practice is to

- Set out clearly what constitutes standards of good practice at DirectSave Telecom when executing all sales and marketing activity.
- Deliver to customers a clear understanding of the services offered by DirectSave Telecom and the contractual terms of any agreements that customers are entering into.
- Help ensure that all Employees and Agents of DirectSave Telecom act responsibly and conduct all sales and marketing activity following these standards of good practice.
- Provide ease of access to information and contact points.

## **Sales, Marketing, Advertising and Promotional Activity**

DirectSave Telecom will make customers aware of our products and services by way of Press, Post, Fax, TV, Radio, Telephone or in Person and in doing so DirectSave Telecom will act responsibly and compliantly.

In all instances DirectSave Telecom will observe customers wishes with respect to registration with any preference service including the Telephone Preference Service (TPS), Mailing Preference Service (MPS), Fax Preference Service (FPS) and Email Preference Service (EPS).

DirectSave Telecom will carry out advertising and promotion to comply with the British Codes of Advertising and Sales Promotion and all other applicable advertising codes. Furthermore DirectSave Telecom will ensure that advertising and promotional literature is clear, unambiguous, accurate and fair, containing no false or misleading information about price, value or service and, in particular, must not denigrate other Providers.

### **Recruitment and sales training**

DirectSave Telecom will ensure that all recruitment (including persons employed through third party agencies) involving sales and marketing activity will be carried out in accordance with the guidelines below.

DirectSave Telecom will consider the following when employing all staff:

- behaviour and appearance, recognising that the sales person may be seen as the 'public face' of the industry;
- security - references and relevant convictions for criminal offences to be checked and taken into account;
- evidence of mis-selling or lack of integrity in any previous selling employment.

DirectSave Telecom will ensure that the following requirements for sales staff based in the UK will be observed:

- the applicant must provide proof of National Insurance number, proof of address and two references;
- referees cannot be related to the applicant;
- business referees must not be from the same company;
- if a sales person 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 the identification badges of staff leaving the company.

DirectSave Telecom will ensure that sales-staff not based in the UK, equivalent procedures will be applied, and documented.

DirectSave Telecom will take reasonable steps to ensure that every such person is trained so as to have a sufficient understanding that any relevant advice given by such person is not misleading. Topics covered will include:

- arrangements for competition in the supply of telecommunications in the UK;
- the different telephone options available including all rates and other terms and conditions of service and any applicable termination fees;
- the process for ordering the telephone service;
- the process for cancelling the agreement during the cooling-off period and at any time after the commencement of the service;
- the procedure for handling customer complaints;
- the existence of the sales and marketing Code of Practice.

DirectSave Telecom documents remuneration systems for employees and agents and these remuneration systems are structured so as not to encourage misleading or exploitative sales practices. DirectSave Telecom will be kept informed of incentive schemes used by any agencies it employs for sales and marketing.

### **Customer contact**

DirectSave Telecom will ensure that no telephone calls will be made outside the hours of 08.00 to 21.00, unless the Customer requests it. Discretion will be used when visiting consumers' homes, particularly during the hours of darkness and no face to face contact will be made outside the hours of 08.00 to 20.00.

Representatives of DirectSave Telecom involved in face-to-face sales and marketing are issued with identity badges that clearly display DirectSave Telecom and a unique identification number for that representative. The identity badge also 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. On request Identity cards are available with key information in Braille.

All DirectSave Telecom representatives will immediately identify us and themselves and the purpose of the call together with the expected call duration. For face to face contact all representatives will draw the Customers' attention to their identity card.

Reasonable steps to be taken to keep informed of local authority initiatives, password schemes etc, such as the Local Distraction Burglary Initiative.

DirectSave Telecom representatives will be courteous, use appropriate language and offer clear and straightforward explanations. All information will be factual and accurate. DirectSave Telecom representatives will not misrepresent the services being offered nor those of other Providers. DirectSave Telecom representatives will check that Customers entering into contracts understand, and intend, them.

DirectSave Telecom representatives will cease contact with any person who indicates that the contact is inconvenient, unwelcome, inappropriate or too long. If the Customer requests it, the discussion to be ended immediately and, if making a doorstep call, the premises to be left immediately.

DirectSave Telecom representatives will not abuse the trust of vulnerable Customers e.g. those who are elderly or whose first language is not English, or who have special needs. DirectSave Telecom has a policy regarding such Customers to ensure that their representatives do not pursue sales presentations to Customers whom they believe may be vulnerable.

Where there is sheltered housing, nursing homes or residential care facilities contact to be made with the warden or other person in authority before any approach is made to the Customer.

No sales or marketing activity will be conducted that is directed to those who are under the legal age for entering into contracts.

DirectSave Telecom will maintain sales and marketing campaign records for a minimum of six months, including the date and the approximate time of the contact with the Customer. Records to be such as to allow subsequent identification of the salesperson(s) involved and to assist in dealing with any complaint or query.

## Entering into a contract – information, order forms and contracts

All reasonable steps will be taken to ensure that the person entering into a contract with DirectSave Telecom is authorised to enter into the contract for the Fixed-line Telecommunications Services/bills at the premises.

DirectSave Telecom will ensure that Order forms, contract forms and confirmations are designed such that the contractual nature of the document is clear to the Customer.

Where a direct approach to the Customer takes place, the Customer will be given, in writing, in a clear and comprehensible manner

- our 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;

- 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.

Copies of this Code of Practice and Full Tariff Lists are available free of charge on request.

Where you have signed an order form following face to face contact, or have entered into a written contract, you 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.

Orders placed by distance selling means comply with Consumer Protection (Distance Selling) Regulations 2000.

For Internet orders, links to this information, tariffs and terms and conditions are accessible from the drop down menus for easy viewing, downloading or printing.

During the switchover period there is no cost to cancel should you change your mind. You can cancel orders and terminate contracts by telephone, in writing, by fax or by e-mail.

We will write to you with details of the transfer confirming:

- date of notification;
- telephone number(s) affected;
- list of services affected/unaffected, e.g. Call Waiting;
- date of switchover;
- our contact details for any queries.

This will be by letter although we may send it electronically where you have initiated contact by applying online, and have confirmed online that you wish all future correspondence to be sent electronically or you have request by written correspondence that information be sent electronically.

We will carry out regular reviews of the procedures by which contracts are agreed and to take appropriate steps to prevent recurrence of any problem identified.

We will contact you to confirm that you understand that you 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. This will either be part of our mandatory Customer 'notification of transfer' letter referred to above or through a separate process. This contact to be made by a person not engaged directly in activities leading to the promotion of sales contracts.

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 you wish to cancel, DirectSave Telecom will terminate the contract without charge or other penalty to you.

**Consumer protection and other legal requirements**

DirectSave Telecoms procedures comply with all applicable legislation and appropriate amendments

**Audit**

DirectSave Telecom will carry out regular audits of systems, procedures and documentation to ensure that we are acting compliantly with all aspects of the Sales and Marketing Code.