

## **EMtel Limited Code of Practice for Sales and Marketing of Fixed-Line Telephone Services**

### **Introduction and overview**

The purpose of our Code of Practice is:

- to show that EMtel Limited (“our”, “us”, and “we” refer to EMtel) adopts responsible best-practice selling techniques when marketing our fixed line-telecommunications services<sup>1</sup> (“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 EMtel has breached the terms of the code, please report your concerns to John Townsend, Sales and Marketing Director, telephone 07800 805875, email [jtownsend@emtel.co.uk](mailto:jtownsend@emtel.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.emtel.co.uk](http://www.emtel.co.uk) The code has been prepared in line with guidelines published by Ofcom, the industry regulator, on 13 April 2005.

### **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 that have direct sales and marketing contact with

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<sup>1</sup> “Fixed line telecommunications services” means narrowband calls and lines services provided to domestic and small business customers by means of indirect access, carrier-preselection, wholesale line rental or wholesale calls.

customers. We also endeavor to 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 is 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**

On making contact, our representatives will immediately identify themselves, state our company name and the purpose of the call. If visiting or meeting in person, they will show you their business 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.

1

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.

2

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.

We will not intentionally 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 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.

Where 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 John Townsend fax no. 0870141 0371 e-mail [jtownsend@emtel.co.uk](mailto:jtownsend@emtel.co.uk) subject to our terms and conditions of business.

### **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 which can be found on our website [www.EMtel.plc.uk](http://www.EMtel.plc.uk).

Our complaints procedure sets out how you may complain, and this includes complaints about EMtel' 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 EMtel. If we cannot resolve the complaint to your satisfaction, you may contact CISAS 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.

We would refer you, as appropriate, to our terms and conditions of business.

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

### ***Our Approved Alternative Dispute Resolution Providers:***

**CISAS** - International Arbitration Centre, 12 Bloomsbury Square, London, WC1A 2LP. Tel: 020 7421 7444 [www.cisas.org.uk](http://www.cisas.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)

**Federation of Communication Services (FCS)** – Burnhill Business Centre, Provident House, Burrell Row, Beckenham, Kent BR3 1AT. Tel: 020 8249 6363 [www.fcs.org.uk](http://www.fcs.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)