

**Sales and Marketing**

**Code of Practice**

**Fixed-Line Telecommunications Services**

**WIGHTCABLE (2005) LIMITED**

Communications House

56 Love Lane

Cowes PO31 7EU

Registered in England No 547 0659

Registered address as above

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## **1. INTRODUCTION AND OVERVIEW**

### **1.1 Key Objectives**

Wightcable, *Sales and Marketing Code of Practice for Fixed-Line Telecommunications Services* has been drawn up with three main objectives.

- To ensure our Domestic and Small Business Customers have standards of protection over and above those provided by the law.
- To ensure good practice and responsible selling in the marketing of Fixed-line Telecommunications Services, and to help Customers understand the service and behaviour to be expected from Wightcable.
- To provide visibility of the framework within which Wightcable is working, thus providing reassurance to its Customers and consumer representatives as to what constitutes good practice in the sales and marketing of Fixed-line Telecommunications Services.

The Code has been drafted in plain English which is easy to understand, and copies are available on request, and free of charge.

To ensure accountability Wightcable has allocated responsibility for compliance to:

Spencer Barry  
Wightcable  
56 Love Lane  
Cowes  
PO31 7EU

Spencer.barry@wightcable.com

### **1.2 The Focus**

The focus is sales and marketing of Fixed-line Telecoms Services to Customers. The Code deals primarily with issues arising before, during and at the point of sale. Particular emphasis is placed on the avoidance of mis-selling and misrepresentation, to ensure that customers understand:

- the services offered; and
- the key terms of any contracts they are entering into.

### **1.3 Procedures**

Wightcable has put in place and documented procedures to ensure that sales and marketing staff, and agents, have been informed of the Code and its contents, and for monitoring compliance.

Customers and advice agencies are made aware of the Code and its contents for example by including references to the Code in:

- sales and marketing literature;
- Wightcable's "notification of transfer" letter (referred to in paragraphs 6.11 and 6.12);

- Wightcable website.

## **2. STATUS OF CODE**

Wightcable, like all other providers who engage in sales and marketing for Fixed-line Telecoms Services, are required by Ofcom (under General Condition 14.3) to establish a Code in accordance with Guidelines drawn up by Ofcom, and comply with the provisions of the Code.

It should be noted however that:

- Compliance with the Code does not guarantee compliance with any legal requirement.
- Non-compliance with the Code does not affect the validity of any contract between the company and the consumer, unless otherwise provided by law.

## **3. SALES, MARKETING, ADVERTISING AND PROMOTION**

### **3.1 Approach to Customers**

Wightcable approaches customers in a wide range of ways including TV, radio, press advertising; promotions in shops or shopping centres; post, fax, electronic mail, telephone; and in person.

Wightcable will act responsibly and compliantly regardless of the way in which sales and marketing activities are conducted.

### **3.2 Legal Rights**

Customers' legal rights and wishes will be respected where they 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.

### **3.3 Advertising**

Wightcable ensures that advertising and promotion material:

- complies with the British Codes of Advertising and Sales Promotion and all other applicable advertising codes.
- is clear, unambiguous, accurate and fair, and does not contain false or misleading information about price, value or service; and
- does not denigrate other Providers.

## **4. RECRUITMENT, SALES TRAINING, COMPLIANCE, AND RENUMERATION**

### **4.1 Procedures**

Wightcable has established appropriate procedures for the selection of staff involved with direct contact with customers for the purposes of sales and marketing activity.

## **4.2 Sub Contractors**

Wightcable will ensure that any sub-contractors also set up equivalent selection procedures.

## **4.3 Employment Legislation**

Wightcable operates within current employment legislation. Recruitment of sales is taken very seriously particularly with regard to:

- *behaviour and appearance* - the sales person may be seen as the “public face” of the industry;
- *security* – references and relevant convictions for criminal offences are checked and taken into account;
- *evidence of miss-selling or lack of integrity* – based on previous selling employment history.

## **4.4 Specific Requirements – UK Sales Staff**

To ensure high calibre sales staff the following requirements are applied to sales staff based in the UK:

- applicants must provide proof of National Insurance number, proof of address, and two references;
- referees cannot be related to the applicant;
- business referees must not both 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; and reasonable endeavours to be made to retrieve the identification badges of staff leaving the company.

## **4.5 Specific Requirements – Sales Staff Based outside the UK**

For sales-staff not based in the UK, equivalent procedures would be applied, and documented.

## **4.6 Training**

Wightcable has taken reasonable steps to ensure that staff are trained to have a sufficient understanding to ensure that any relevant advice given is not misleading.

Topics covered in the training include:

- arrangements for competition in the supply of telecommunications in the UK;
- the different telephone options provided by Wightcable and how these differ from other competitive telecoms products whether these are offered or not, examples include Indirect Access, Carrier-Pre Selection, Wholesale Line Rental or Wholesale Calls;
- the process for ordering telephone service from Wightcable;
- the relevant principles of consumer protection law;

- the prices charged by Wightcable and its other terms and conditions of service in particular, methods of payment, duration of contract and any termination fees;
- the nature, and cost, of any additional services on offer;
- the process for cancelling the contract both during the cooling-off period and at any time following commencement of the service;
- the existence of the sales and marketing Code of Practice and the benefits provided;
- the procedure for handling customer complaints.

#### **4.7 Compliance**

To ensure accountability Wightcable has allocated responsibility for compliance to:

Spencer Barry  
 Operations Manager  
 Wightcable (2005) Limited  
 56 Love Lane  
 Cowes  
 PO31 7EU  
 Spencer.barry@wightcable.com

Spencer Barry is accountable for ensuring that Wightcable and its agents observe this Code, and for handling complaints relevant to the code

#### **4.8 Remuneration**

Remuneration systems are documented, and do not encourage misleading or exploitative sales practices. Similarly Wightcable insists on being kept informed of incentive schemes used by any agencies it employs for sales and marketing.

### **5. CUSTOMER CONTACT**

#### **5.1 Contact Hours**

Discretion is used when visiting consumers' homes, particularly during the hours of darkness. No face to face contact outside the hours of 08.00 to 20.00, and no telephone calls outside the hours of 08.00 to 21.00, unless at the customer's request.

#### **5.2 Identity badges**

Representatives involved in face-to-face sales and marketing are issued with identity badges that clearly display that they are representing Wightcable. The identity badge also displays:

- the representative's name;
- a photograph of the representative.
- position and department
- issue date

The information on the card is presented so that does not require close examination. Identity cards are available with key information in Braille, on request

### **5.3 Introduction to Customers**

Wightcable representatives will immediately identify themselves, and explain:

- that they represent Wightcable;
- the purpose of the call; and
- the expected call duration.

If visiting or meeting in person, they will draw the Customers' attention to their identity card.

### **5.4 Local Initiatives**

Wightcable takes reasonable steps to be kept informed of local authority initiatives, password schemes etc, such as the Local Distraction Burglary Initiative.

### **5.5 Approach to Customers**

Wightcable ensures that all its representatives:

- are courteous, use appropriate language, offer clear and straightforward explanations, and that all information provided is factual and accurate.
- must not misrepresent the services being offered nor those of other Providers.
- check that Customers entering into contracts understand, and intend, them.

### **5.6 Customer Wishes**

Wightcable 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.

### **5.7 Vulnerable Customers**

Wightcable 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. Wightcable has a policy regarding such Customers, to ensure that its representatives do not pursue sales presentations to Customers whom they believe may be vulnerable.

### **5.8 Communal Living**

Where there is 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 Age**

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

### **5.10 Documentation**

Sales and marketing campaign records are maintained for 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.

## **6. ENTERING INTO A CONTRACT – INFORMATION, ORDER FORMS AND CONTRACTS**

### **6.1 Authorisation**

All reasonable steps are taken by Wightcable to ensure that the person entering into a contract is authorised to enter into the contract/agreement for the Fixed-line Telecommunications Services/bills at the premises.

### **6.2 Order Forms**

Wightcable order forms and contract forms have been designed such that:

- the contractual nature of the document is clear to the Customer;
- a statement of the contractual nature of the document is immediately adjacent to where the Customer signs the document so the statement cannot easily be obscured or concealed;
- Customers sign over the word “contract” the agreement

### **6.3 Direct Approach**

Where Wightcable approaches a Customer directly, the Customer will be given the information set out in this paragraph below, 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;
- 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 Code**

Wightcable will make its Customers aware of the existence of the Code, and may be provided with a summary. Copies of Code will be provided on request, and free of charge, to Customers.

#### **6.5 Tariffs**

Wightcable, if requested, will provide full written information about tariffs.

#### **6.6 Customer Information**

- 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 agreement form or contract.

#### **6.7 Distance Selling**

Orders placed by distance selling means comply with Distance Selling Regulations – see [www.offt.gov.uk/advice](http://www.offt.gov.uk/advice).

#### **6.8 Internet Sales**

In the case of internet orders, a well sign-posted hyperlink to the information in 6.6 will be easily visible to the web site visitor and will be prominently displayed. The information will be capable of being easily downloaded and printed.

#### **6.9 Switchover**

During the switchover period Wightcable provides a “no cost” cancellation for Customers where they change their mind. Customers are made aware that they have the right to change their mind during the switchover period.

#### **6.10 Cancellation**

Customers are permitted to cancel orders and terminate contracts by in person, telephone, in writing, by fax or by e-mail.

#### **6.11 Customer Letter**

Wightcable will send a mandatory letter in accordance with the industry-agreed process informing the customers of the details of the transfer. The letter will include the following:

- date of notification;
- CLI(s) affected;
- list of services affected/unaffected;
- date of switchover;
- the Wightcable contacts details for any queries.

#### **6.12 Customer Email**

The notification will be by letter but 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 would need to positively request by written correspondence that information be sent electronically.

### **6.13 Review of Procedures**

Wightcable keeps under review its procedures by which contracts are agreed and to take appropriate steps to prevent recurrence of any problem identified.

### **6.14 Customer Agreement**

Wightcable contacts its customers 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 Wightcable Contact**

Customer contact as described above 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 Cancellation**

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, Wightcable will terminate the contract without charge or other penalty to the Customer.

## **7. AUDIT**

### **7.1 Regular Audit**

Wightcable carries out regular audits of systems, procedures and documentation to ensure that they are acting compliantly with all aspects of the Code.

## **8. CUSTOMER COMPLAINTS PROCEDURE**

### **8.1 Internal Procedures**

Wightcable has internal procedures for handling Customer complaints including those relating to their sales and marketing activities.

Wightcable ensures that all its staff and representatives who deal directly with Customers are made aware of this procedure, and that they should inform Customers of the existence of their complaints procedure in accordance with current obligations.

## **8.2 Complaint Procedures**

Wightcable complaints procedure sets out how Customers may complain about the Wightcable sales and marketing activity and what further steps are available if Customers believe their complaint has not been dealt with satisfactorily.

## **8.3 Dispute Resolution**

Wightcable makes its Customers made aware of its dispute resolution arrangements as recognised by Ofcom.

## **8.4 Monitoring Number of Complaints**

Wightcable to liaises regularly with Ofcom and the relevant consumer groups to monitor the number and nature of complaints under its code.

# **9. DISTRIBUTING THE CODE: CREATING AWARENESS**

## **9.1 Distribution of Code**

Wightcable provides copies of this Code to Customers on request, free of charge and in a reasonable range of formats.

## **9.2 Distribution to Agencies**

Wightcable has sent, and will send a copy of any updates to the Code to, the head office of the Citizens Advice (address: Myddleton House, 115-123 Pentonville Road, London, N1 9LZ) and to other head offices of relevant major advice agencies.

With its focus on the Isle of Wight up to date copies of the code are sent to relevant local advice agencies as appropriate.