

Sales & Marketing Code of Practice for 4tel Communications

This Code is designed to provide you with a clear overview of our product and pricing policies.

It will also provide you with contact points should you wish to learn more about us or raise issues with us.

1. Introduction

What the Code covers

1.1 This is a mandatory code, which aims to set standards of good sales and marketing practice, which 4tel Communications will follow when dealing with small business customers. The Code will provide important information to you and explains how 4tel Communications will promote certain communication products and services.

1.2 This code is aimed at sole-traders, partnerships, limited liability partnerships, and limited companies with ten or less full time employees. This code does not apply to resellers, dealers or associates of 4tel Communications.

About this Code

1.3 Within the Code, 'you' means the customer and 'we', 'us' or 'our' means 4tel Communications Limited. In this code, 'customer' includes people dealing with us on behalf of a business, with the authority of the business' owners. For example, this may include office staff that talk to us about the availability of products or services and/or an authorised consultant who is interested in understanding what tariffs are available.

1.4 Not all the products and services available from 4tel Communications are covered by this code. This Code only applies to the 4tel Connect range of products and services:

1.4.1 Calls & Lines

1.4.2 Carrier Pre-Select (CPS)

1.4.3 Indirect Access / Least Cost Routing

This Code applies when the above products or services are promoted or sold directly to you over the phone, on the Internet, by post, face-to-face or by any other similar method.

1.5 This edition applies from 25th May 2005 and will be reviewed on a regular basis.

2. Our Key Commitments to You

2.1 This Code does not form part of our contract with you but we pledge that we will act fairly and reasonably in all our dealings with you by striving to meet all the commitments and standards in this code. The commitments are shown below

- We will make sure that our advertising and promotional literature is clear and not misleading and that you are given clear information about our products and services.
- When you have chosen a product or service, we will give you clear information about how it works (where this might not otherwise be obvious or common knowledge), the terms and conditions and the charges that apply
- We will deal quickly and sympathetically with things that go wrong and consider all cases of criticism positively
- We will help you use the product or service by keeping you informed about any changes to the charges, terms and conditions or acceptable use policy

3. Helping You Choose The Right Products and Services

3.1 Before you become a customer, we will:

- Make available to you on our website clear information explaining the main features of the services or products you tell us you are interested in;
- Give you or make available on our website or otherwise information on a single product or service, if you have already made up your mind
- Make available to you on our website or otherwise what options (from our products and services) are available to help you run your business as efficiently as possible;
- Inform you what information we need you to provide so the product and service can be supplied accurately.

3.2 We will inform you if we offer products and service in more than one way on different terms (for example, on the internet, over the phone and so on) and, if so, inform you how to find out more about them.

3.3 Once you have chosen a product or service, we will make available to you on our website or otherwise how it works, where this might not otherwise be obvious or common knowledge.

3.4 If we provide you with an enhanced level of care we will inform you what to do if your communication service does not work.

3.5 When you sign a service agreement with us we will ask you to inform us who can issue instructions on your behalf regarding your account.

3.6 You can find out about our charges by:

- 3.6.1 Phoning your named account manager or your account management team.
- 3.6.2 Looking on our website (www.4telconnect.com); or
- 3.6.3 Asking our staff
- 3.7 When you become a customer, we will give you information on the charges that apply to your products or services, and we will explain how these charges should be paid. We will also provide our website address, our contact telephone numbers and other ways in which you can find out information.
- 3.8 If we increase any of the charges relating to products or services which you have subscribed to, or introduce a new charge, we will make this available on our website at least 30 days before the change takes effect.
- 3.9 We will inform you of the charge for any other service or product before we provide that service or product, and at any time you ask.
- 3.10 Before we request payment for any charges we will give you at least 14 days' notice of how much you owe.

4. Terms and Conditions

- 4.1 We will make available on our website any relevant terms and conditions for the product you have asked us to provide when you apply to become a customer or accept a product for the first time.
- 4.2 All written terms and conditions will be fair and will set out your rights and responsibilities clearly, legibly and in plain language. We will only use legal or technical language where necessary.
- 4.3 When you become a customer, we will make available on our website details about changes to terms and conditions.
- 4.4 If we believe the changes may disadvantage you, we will make these available on our website at least 30 days' before we make the change.
- 4.5 We may make available on our website details of any other change within 30 days.
- 4.6 Our latest terms and conditions will always be available from our website (www.4telconnect.com).

5. Ceasing Products or Services

- 5.1 We will not make any additional charges for either ceasing or switching products or services, except those already mentioned in our terms & conditions, or as agreed with you or agreed at the time you ask us to cease or transfer. A charge may be made if you wish to transfer your existing number to another operator.
- 5.2 If you ask us, we will calculate what termination charges maybe payable
- 5.3 You will not be expected to pay any charges if you cancel your product or service before the facility become available and before we incur any costs or commitments to third parties.

6. Advertising and Marketing

6.1 We will make sure that all advertising and promotional material is clear, fair, reasonable and not misleading.

6.2 We will not knowingly market our products or services to person's under the age 18.

6.3 Unless you specifically give your permission (such as in the Order signed by you) or ask us to, we will not pass your name and address to any company including companies in our group, for marketing purposes.

6.4 We may inform you about another company's services or products, if you have agreed (as described in the paragraph above or otherwise), that that company may contact you directly.

6.5 We will not insist that you buy other products or services from us when we agree to provide an unrelated product or service.

7. Your Business Information

7.1 We will treat your business information as private and confidential (even when you are no longer a customer). We will not reveal your name and address or details about your account to anyone, including other companies within our group (unless you have otherwise agreed), other than in the following four exceptional circumstances when we are required to do this by law:

7.1.1 If we have to give the information by law

7.1.2 If there is a duty to the regulator (currently Ofcom) to reveal the information

7.1.3 If our interests mean we must give the information (for example, to prevent fraud or trace malicious calls). However, we will not use this as a reason for giving information about you for marketing purposes.

7.1.4 If you ask us to reveal the information, or if we have your permission

7.2 If we are asked to respond to an enquiry about you, we will (unless paragraph 7.1.1, 7.1.2 or 7.1.3 apply) make sure we have your written permission before we give it.

7.3 Calls to and from 4tel Communications may be recorded for a range of reasons including quality, security, training or customer service reporting.

7.4 Please make sure you let us know as soon as possible if the nature of your business changes or if you change your

- Name;
- Business name;
- Address;
- Contact phone number; or
- Email address (if this is how we communicate with you)

8. Financial Assessment

8.1 Before we agree to provide any products or services to you, we will assess whether we feel you will be able to pay the charges. This assessment will probably include looking at the following:

- Information you give us, including information about your business name.
- How you have handled similar accounts in the past.
- Information we get from credit reference agencies and others, such as parent companies, existing suppliers.
- Credit-assessment techniques, such as credit scoring
- Any deposit provided

8.2 When you apply for any products or services, you agree that we may reveal your account details to credit reference agencies and the checks we may make with them.

8.3 We may give credit reference agencies other information about the day-to-day running of your account.

9. Complaints

9.1 If you want to make a complaint, we will inform you how to do this and what to do if you are not happy with the outcome. Our staff will help you with any questions you have.

9.2 We will make available on our website where to find details of our procedures for handling complaints fairly and quickly, when you take up one of our products or services. These procedures meet the requirements of the communications regulator, Ofcom

9.3 Within 10 working days of receiving your complaint, we will normally send you a written acknowledgement

9.4 Within 28 working days, we will normally write to you again with our final response, or to explain why we need more time to respond.

9.5 If we have not already sent it, we will normally send you our final response within twelve weeks and will inform you how to take your complaint further if you are still not satisfied.

9.6 We have a 'Compliance Officer' and our own internal auditing procedures should make sure we meet the Code.

9.7 Ofcom also monitors our compliance to the code. Their contact details are as follows: Ofcom, Customer Contact Centre, Riverside House, Southwark Bridge, LONDON.

10. Getting Help

10.1 If you have any questions about the Code, you should contact us. Our address and phone number are at the bottom of this page. You can get a copy of this Code by contacting us on the telephone number printed below.

Customer Support

Customer Services are available 9.00am and 5.00pm, Mon-Fri
(Tel. 0800 505 3210).

Our faults helpdesk is available 24 hours a day, 365 days a year
(Tel. 08000 388 988).

4tel Communications Limited

1st Floor,
Carrick Business Centre
Commercial Road
PENRYN
TR10 8AR

<http://www.4telgroup.com>
enquiries@4telgroup.com

Registered in England No. 4512684
VAT Registration No. 803 6673 31