

Ring2 Conferencing Sales & Marketing Code of Practice for Fixed-Line Telecommunications Services

Version 080606, dated 8 June 2006

1 Introduction

- 1.1 **Who & what it covers** - This code deals with how we, Ring2 Communications Limited trading as Ring2 Conferencing, provide our Fixed-line Telecommunications Services to our non-business and small business customers. A small business customer is one with no more than 10 people, including employees, volunteers or otherwise. Our Fixed-line Telecommunications Services are currently our carrier pre-selection and indirect access services.
- 1.2 **Key objectives** - The key objectives of this code are:
- to provide you with standards of protection over and above those provided by the law, regarding the selling and marketing of our Fixed-line Telecommunications Services
 - to help you understand these services and the behaviour to be expected
 - to ensure you have all the information you need to make a clear decision on these services, and
 - to ensure good practice and responsible selling of these services on our part.
- 1.3 **Status** - This code not part of our agreement with you. It is not applicable to other services we offer nor to other types of customers than those set out above.
- 1.4 **Availability** – This code is available on our website, www.ring2.com and you can also request a copy free-of-charge by writing to us at sales@ring2.com or Sales & Marketing, Ring2 Communications Limited, 12 Tokenhouse Yard, London EC2R 7AS.
- 1.5 **Accountability** – We ensure that our sales and marketing staff, and agents, are informed of this code and we monitor their compliance with it. The person at Ring2 with responsibility for compliance with this code is John Flynn, our VP, Sales & Marketing. You can reach John at sales@ring2.com.

2 Sales, Marketing, Advertising & Promotion

- 2.1 You may see our advertising in various ways, for example by post, fax, email, by telephone or in person. Regardless of how you see it, we will conduct our sales and marketing responsibly and in compliance with this code. We will respect your legal rights and wishes where you have registered with any relevant preference service, such as the Telephone Preference Service.
- 2.2 Our advertising and promotion will comply with applicable advertising codes, such as the British Codes of Advertising and Sales Promotion. Our related literature will be clear, unambiguous, accurate and fair; contain no false or misleading information about price, value or service; and, in particular, will not denigrate other providers.

3 Recruitment & Sales Training

- 3.1 **Recruitment** – We will ensure that appropriate procedures are followed for the selection of staff involved with direct contact with customers for the purposes of sales and marketing activity covered by this code. We will also ensure that any sub-contractor we use for this purpose sets up equivalent selection procedures.
- 3.2 Whilst operating within current employment legislation, when recruiting staff to sell our Fixed-line Telecommunications Services to our non-business and small business customers, we will have regard to:

- behaviour and appearance, recognising that the sales person may be seen as our 'public face';
 - security – we will check and take into account references and relevant convictions for criminal offences; and
 - available evidence of mis-selling or lack of integrity in any previous selling employment.
- 3.3 For applicants for UK-based sales positions, we will require the following: proof of National Insurance number, proof of address and two references; referees cannot be related to the applicant and business referees must not be from the same company. And if a sales person leaves for any reason, we will retain a copy of his or her sales records (including all recordings and notes on sales) for a minimum period of six months and make reasonable endeavours to retrieve their identification badges. For sales-staff not based in the UK, we will apply and document equivalent procedures.
- 3.4 **Training** – We will take reasonable steps to ensure that every relevant sales recruit is trained so as to have a sufficient understanding that any relevant advice given by them is not misleading. Training will cover:
- our Fixed-line Telecommunications Services and how these differ from other competitive telecoms products;
 - our prices and applicable agreements, in particular methods of payment, duration of any agreement and any termination fees;
 - our sign-up process;
 - the cancellation process, both during the cooling-off period and at any time following commencement of the service;
 - the nature, and cost, of any additional services we offer;
 - relevant principles of competition in telecommunications and consumer protection law;
 - this code and its benefits; and
 - our complaints procedure.
- 3.5 **Remuneration** - Our remuneration systems, which will be documented, will not encourage misleading or exploitative sales practices. We will keep ourselves informed of any incentive schemes used by any agency we employ for sales and marketing.

4 Customer Contact

- 4.1 **In general** – Our representatives will:
- immediately state their identity, that they represent us, the purpose of the call, and the expected call duration
 - be courteous, use appropriate language and offer clear and straightforward explanations
 - only provide factual and accurate information and not misrepresent the services being offered nor those of other providers
 - check that a customer entering into an agreement understands, and intends to enter into, the agreement
 - cease contact with any person who indicates that the contact is inconvenient, unwelcome, inappropriate or too long
 - end any discussion immediately at the customer's request and, if making a doorstep call, immediately leave the premises
 - not abuse the trust of vulnerable customers (such as the elderly, those whose first language is not English, or who have special needs) and not pursue sales presentations to customers whom they believe may be vulnerable

- not sell to persons resident in sheltered housing, nursing homes or residential care facilities, nor to those who are under the legal age for entering into contracts.
- 4.2 **Face-to-face** – We do not currently sell our Fixed-line Telecommunications Services to our non-business and small business customers face-to-face. If at any time we do so, our representatives will:
- immediately draw to the customer’s attention their identity card
 - not make such contact outside the hours of 08.00 to 20.00, nor make telephone calls outside the hours of 08.00 to 21.00, unless a customer requests otherwise
 - use extra discretion when visiting consumers’ homes, particularly during the hours of darkness, and
 - take reasonable steps to keep informed of local authority initiatives, password schemes etc, such as the Local Distraction Burglary Initiative.
- 4.3 **ID Cards** - Identity cards will clearly display the following information, in a way that does not require close examination: our name; the representative’s unique identification number, name and photograph; and an expiry date for the card. Identity cards will also be made available with key information in Braille, on request.
- 4.4 **Records** – We will maintain sales and marketing campaign records for six months, including the date and the approximate time of the contact with the customer. The records will allow identification of the salesperson(s) involved and assist in dealing with any complaint or query.

5 Entering into a Contract – information, order forms and contracts

- 5.1 **Authority** - We will take reasonable steps to ensure that the person entering into an agreement for our services is authorised to enter into the agreement for those services at the premises.
- 5.2 **Clarity** - Our order forms and agreements are designed to make clear the contractual nature of the document. Each contains a statement of their contractual nature immediately adjacent to where the customer signs or, if online, clicks to accept the agreement.
- 5.3 **Information** - Where a direct approach to a customer takes place, the customer will be given the following information, in writing, in a clear and comprehensible manner:
- essential information about us, including our identity, address and contact details
 - a description of the service sufficient to enable them to understand the service they have chosen, and how it works
 - information about the major elements of the service, including any standing charges, payment terms, line rental, key call types and special charges
 - the arrangements for provision of the service, including the order process
 - as accurately as possible, the likely date of provision
 - the right of cancellation and how it may be exercised
 - the period for which the charges remain valid, and
 - the minimum period and charges of the agreement, if any.
- 5.4 Customers will be made aware of this code and, on request and free of charge, provided with a copy of this code and full written information about our tariffs.

- 5.5 If a customer signs an order form following face-to-face contact, or enters into a written contract, they 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.
- 5.6 We will ensure that any order placed by distance selling, including over the internet, complies with distance selling regulations. The relevant information will be easily visible to a web site visitor and capable of being easily downloaded and printed.
- 5.7 We will send customers a letter in accordance with the industry-agreed process informing them of the details of the transfer, and clearly setting out the:
- date of notification
 - CLI(s) affected
 - list of services affected/unaffected, e.g. IA call barring
 - date of switchover, and
 - our contact details for any queries.
- 5.8 Notification will be by letter unless the customer has either (1) initiated contact by applying online, and has confirmed online that they wish all future correspondence to be sent electronically, or (2) positively requested by written correspondence that information be sent electronically, in which case it may be sent electronically.
- 5.9 We will:
- keep our contractual process under review and take appropriate steps to prevent recurrence of any problem that is identified
 - ensure that customers are aware that they may change their minds during the switchover period, and can cancel during that period at no cost, and
 - ensure that customers may cancel orders and terminate their agreement by telephone, in writing, by fax or by e-mail.
- 5.10 We will 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. This contact will be by a person not engaged directly in activities leading to the promotion of sales contracts. If we find 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 agreement without charge or other penalty.

6 Customer Protection & Other Legal Requirements

- 6.1 We will ensure our sales and marketing activities comply with all applicable legislation.

7 Audit

- 7.1 We will carry out regular audits of our systems, procedures and documentation to ensure that we are acting in compliance with this Code.

8 Customer Complaints Procedure

- 8.1 Any complaints from our customers regarding this code, or otherwise relating to our sales and marketing activities regarding Fixed-line Telecommunications Services, will

be dealt with following the complaints procedure set out in our Code of Best Practice & Complaint Handling. The Code of Best Practice & Complaint Handling is available free-of-charge from our website (www.ring2.com) and on written request to sales@ring2.com or 12 Tokenhouse Yard, London EC2R 7AS.

- 8.2 The Code of Best Practice & Complaint Handling includes the opportunity to refer a complaint to the Otelo dispute resolution scheme, approved by Ofcom. All of our staff who deal directly with customers will be aware of, and will inform our customers at the appropriate time of, the Code of Best Practice.

9 Distributing this Code & Creating Awareness

- 9.1 This code is available free-of-charge on our website (www.ring2.com) and on written request to sales@ring2.com or 12 Tokenhouse Yard, London EC2R 7AS. We will make this code available in a reasonable range of formats.