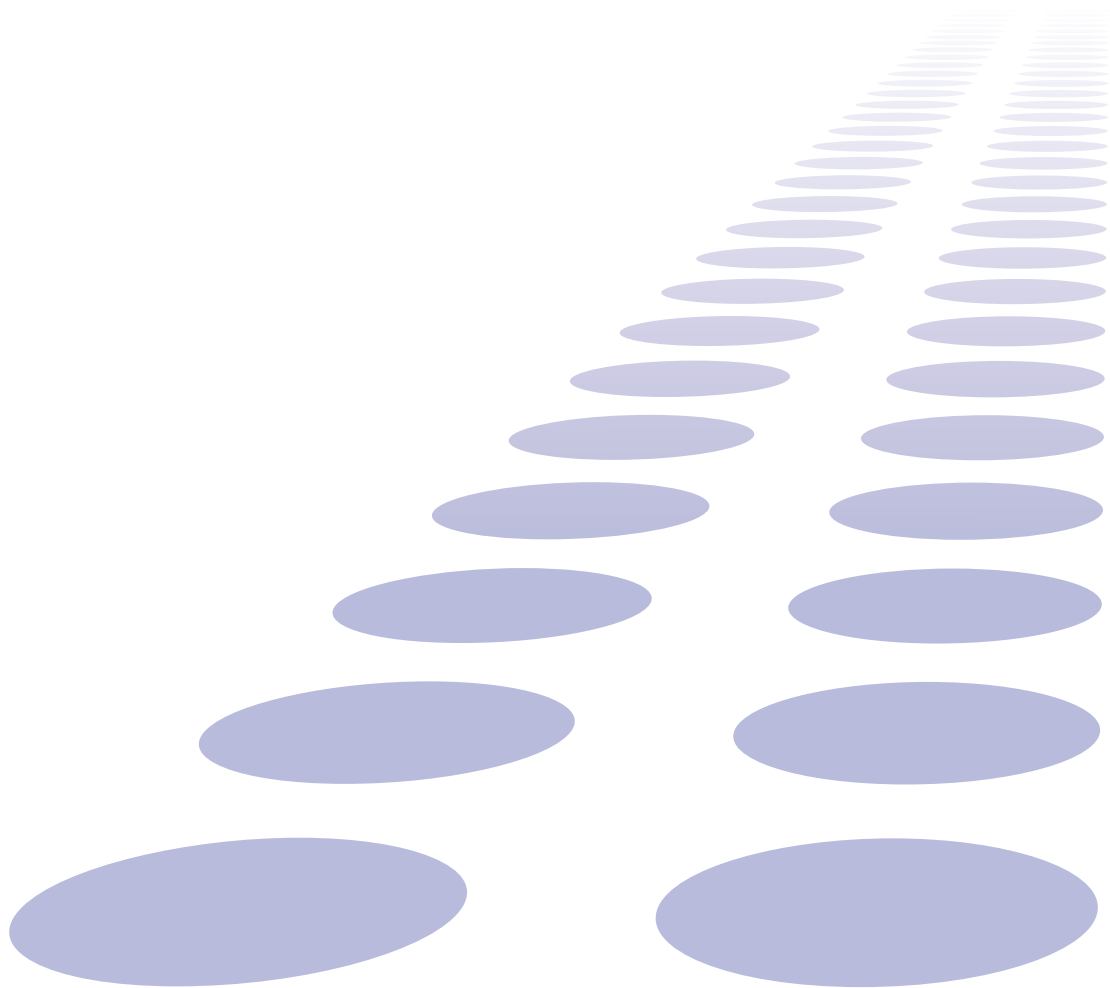


**Code of Practice for Sales and Marketing  
of Carrier Pre-Select, Wholesale Line  
Rental, Local Loop Unbundling and CPS  
Telecommunications Services**



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## **1 Introduction and overview**

1.1 This Code of Practice (CoP) is designed to ensure that ntl:Telewest Business:

- provide their Small Business Customers<sup>1</sup> (“Customers”) with standards of protection over and above those provided by existing UK law
- follow good practice and responsible selling in the marketing of Carrier Pre-Select (CPS) / Wholesale Line Rental (WLR / Local Loop Unbundling (LLU)<sup>2</sup> services
- help Customers understand the service and behaviour to be expected, and
- provide a clear framework within which ntl:Telewest Business should be working, providing reassurance to Customers and consumer representatives as to what constitutes good practice in the sales and marketing of such services
- complies with the Ofcom “Guidelines for sales and marketing codes of practice for Fixed-line Telecomms Service” April 2005.

<sup>1</sup> “Small” defined as organisations with less than 10 employees

<sup>2</sup> Carrier Pre-Select, Wholesale Line Rental and Local Loop Unbundling

- 1.2 The focus of this CoP is sales and marketing of CPS / WLR / LLU services to Customers, dealing primarily with issues arising before, during and at the point of sale, with particular emphasis on the avoidance of mis-selling and misrepresentation, and ensuring customer understanding of the services offered and the key terms of any contracts they are entering into.
- 1.3 ntl:Telewest Business has a nominated person, responsible for compliance with this Code, who is the Managing Director, Business.

## **2 Sales, marketing, advertising and promotion**

- 2.1 ntl:Telewest Business may communicate with customers in a wide variety of ways (e.g. by direct mail, telemarketing, online advertising, electronic mail). Regardless of the way in which sales and marketing activities are conducted, ntl:Telewest Business will act responsibly and in compliance with the relevant Ofcom guidelines.
- 2.2 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 Email Preference Service.

2.3 ntl:Telewest Business strives to ensure that our advertising and promotions comply with the British Codes of Advertising and Sales Promotion, and all other applicable advertising codes. In addition, ntl:Telewest Business always endeavours to ensure that all advertising and promotional literature is clear, unambiguous, accurate and fair, containing no false or misleading information about price, value or service and, in particular, does not denigrate other Providers.

### **3 Recruitment and sales training**

3.1 ntl:Telewest Business follow appropriate procedures for the selection of staff involved with direct contact with customers for the purposes of sales and marketing activity. These also apply to any sub-contractors (third party agencies) that we use.

3.2 Whilst operating within current employment legislation, our recruitment of sales staff pays attention to:

- behaviour and appearance, recognising that the sales function may be seen as the ‘public face’ of the company
- security – references and relevant convictions for criminal offences are checked and taken into account
- evidence of mis-selling or lack of integrity in any previous selling employment.

3.3 ntl:Telewest Business have taken reasonable steps to ensure that all sales staff are trained so they are aware that any advice given by them must not be misleading.

3.4 Our remuneration systems are documented, and do not encourage misleading or exploitative sales practices.

## **4 Customer contact**

4.1 ntl:Telewest Business representatives involved in face-to-face sales and marketing are issued with clear identification that clearly shows who they are and that they represent ntl:Telewest Business.

4.2 All representatives will immediately identify themselves to customers as representatives of ntl:Telewest Business, and the purpose of the call and the expected call duration.

4.3 Reasonable steps are taken to ensure we are adequately informed about local authority initiatives, password schemes etc., such as the Local Distraction Burglary Initiative, where these apply to small businesses.

- 4.4 All representatives will be courteous, use appropriate language and offer clear straightforward explanations. All information provided will be factual and accurate. Representatives will not misrepresent the services being offered nor those of other Providers. Representatives will also check that customers entering into contracts understand, and intend, them.
- 4.5 Representatives will cease contact with any person who indicates that the contact is inconvenient, unwelcome, inappropriate or too long.
- 4.6 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.

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

- 5.1 All reasonable steps will be taken to ensure that the customer representative entering into a contract is authorised to enter into the contract for the Services / bills at the premises.

5.2 Order forms and contract forms are designed such that the contractual nature of the document is clear to the Customer, and it contains a statement of the contractual nature of the document immediately adjacent to where the Customer signs the document so the statement cannot easily be obscured or concealed.

5.3 Where a direct approach to the Customer takes place, the Customer will be given the information set out in this paragraph, in writing, in a clear and comprehensible manner:

- essential information including the identity of ntl:Telewest Business, its address, telephone, fax and email contact details, as appropriate
- a description of the telephone service sufficient to enable the customer to understand the option they have 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.

5.4 Customers will be made aware of the existence of this Code, and provided with a copy on request, free of charge.

5.5 If a Customer signs an order form, or enters into a written contract, the customer 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 Orders placed by distance selling means will comply with Distance Selling Regulations.

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- 5.7 In the case of internet orders, a well sign-posted hyperlink to this information which is easily visible to the web site visitor will be prominently displayed with the information being capable of being easily downloaded and printed.
- 5.8 During the switchover period there is a 'no cost' cancellation for Customers where they change their mind. Customers will be made aware that they have the right to change their mind during the switchover period.
- 5.9 Customers are permitted to cancel orders and terminate contracts by telephone, in writing, by fax or by email.
- 5.10 ntl:Telewest Business will send a letter in accordance with the industry-agreed process informing the customer of the details of the transfer, with the following clearly communicated:
- date of notification
  - CLI(s) affected
  - date of switchover
  - the sender's contacts details for any queries.

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Where Customers have initiated contact by applying online, and have confirmed online that they wish all future correspondence to be sent electronically, the above confirmation will be sent by email.

- 5.11 In all cases, Customers will be contacted along similar timescales to the industry agreed process to confirm that the Customer understands that they have entered into an agreement.
- 5.12 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, ntl:Telewest Business will terminate the contract without charge or other penalty to the Customer.

## **6 Consumer protection and other legal requirements**

- 6.1 ntl:Telewest Business procedures comply with all applicable legislation, including the Ofcom “Guidelines for sales and marketing codes of practice for Fixed-line Telecomms Services”.

## **7 Audit**

- 7.1 ntl:Telewest Business carry out regular audits of systems, procedures and documentation to ensure that we are compliant with all aspects of this Code.

## **8 Customer complaints procedure**

- 8.1 ntl:Telewest Business has internal procedures for handling Customer complaints which include those relating to their sales and marketing activities. Customers will be made aware of the existence of these procedures. These include access to the Ofcom-approved independent Communications and Internet Services Adjudication Scheme ('CISAS').
- 8.2 ntl:Telewest Business liaises 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 The Code is available to Customers on request, free of charge, and in a reasonable range of formats.
- 9.2 A copy of this code has been sent to the head office of Citizens Advice (address: Myddelton House, 115-123 Pentonville Road, London, N1 9LZ), plus head offices of other relevant major advice agencies.

To find out more call **0800 953 0180** or  
visit **[www.ntltelewestbusiness.co.uk](http://www.ntltelewestbusiness.co.uk)**

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