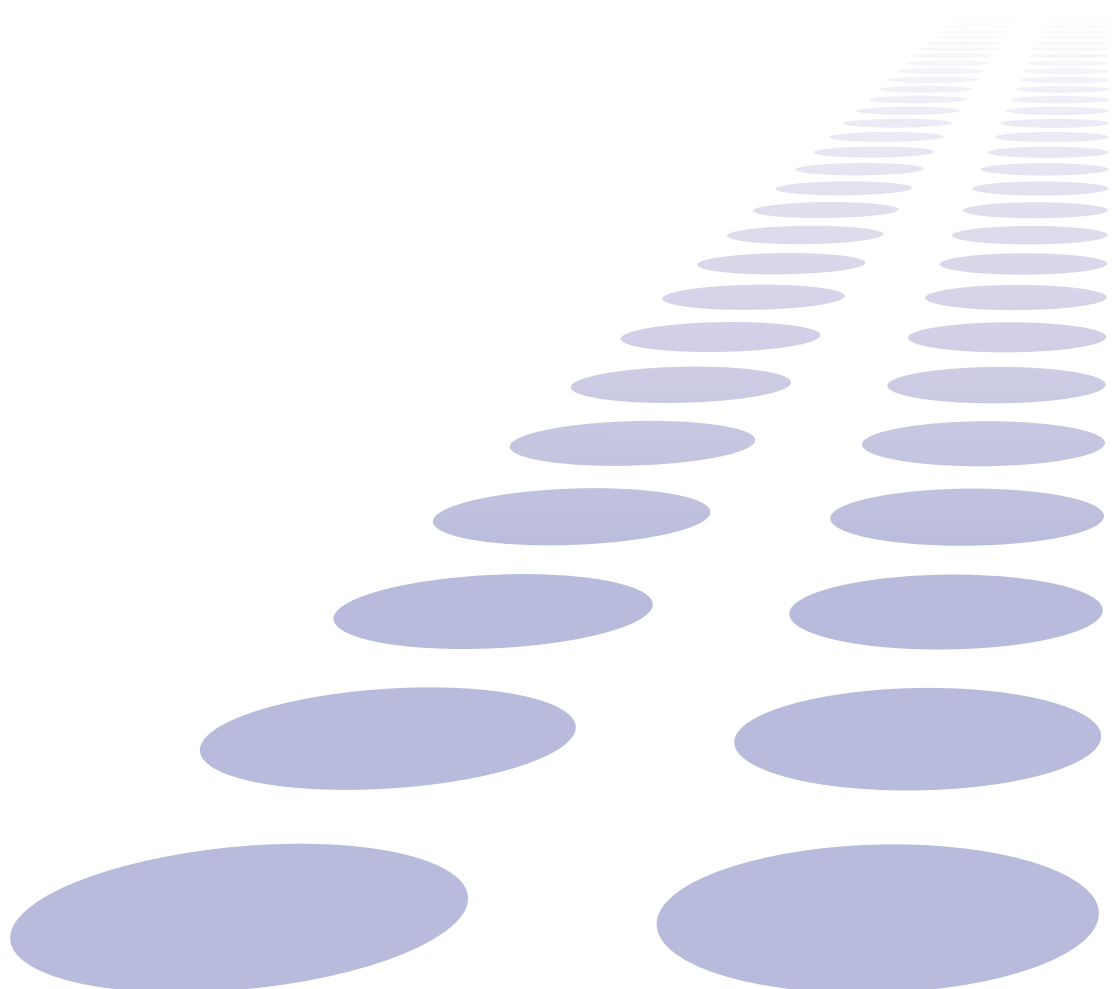


Code of Practice
General information



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Thank you for requesting further information about ntl:Telewest Business' products and services

At ntl:Telewest Business, we always aim to ensure our customers receive the best service possible. This Code of Practice has been designed to provide you with answers to any questions you may have, quickly and efficiently. It also gives details of where you can get further information and advice.

This Code of Practice sets out to explain our standard procedures. It does not affect your statutory rights and will not form part of any contract between you, our customer, and ourselves. A copy of this Code is also available on www.ntltelewestbusiness.co.uk/cop. Alternatively, contact Business Customer Services on 0800 052 0845 to request a copy, this includes alternative formats for people with sight impairment. If you do find any inconsistencies between what is written in this Code of Practice and any contract you have with us, the details of the contract will prevail.

If you have any questions concerning our contractual obligations to you (and yours to us) please refer to ntl:Telewest Business' Terms and Conditions relating to the particular type of service(s) we are providing.

Should you require any additional information regarding the contractual documentation please contact Business Customer Services and/or your account manager. Please note that we do not accept liability for any such advice and that, where appropriate, you may wish to seek independent legal advice. We are not responsible for the costs of such advice.

1 ntl:Telewest Business – what this means

ntl:Telewest Business is a trading name. In this Code of Practice, 'we' means ntl Business Limited, Telewest Limited and/or any member of the Virgin Media group of companies that provides business services.

2 ntl:Telewest Business – how we can help you

We've invested £13 billion in creating the UK's only nationwide, Next Generation Network. Using fibre-optic infrastructure, we offer a complete portfolio of data and voice products, from highly-sophisticated managed networks to traditional analogue phone-lines.

With over 15 years' experience of supplying business communications to private and public sector organisations, we aim to help our customers streamline business processes, support growth, manage change, innovate and thrive in today's dynamic market.

As we own our network, we can offer solutions that are more accurately tailored and we have the flexibility to be more responsive to customer needs. This ownership also means improved service reliability and performance, as we're fully accountable for the solution.

Our business mindset and culture is to be open and collaborative, where we listen to and act upon customers' needs. This is reflected in our 'local-everywhere' organisation structure that puts key service and support teams in easy reach of our customers.

For further information or to discuss how we can help your organisation, please contact the Customer Services Team or your Account Manager.

3 Contacting us

There are a number of ways that you can contact us, and we will be happy to answer your questions and explain our services to you.

Business Customer Services

Free phone 0800 052 0845

Free fax 0800 953 3800

Email businesssupport@virginmedia.co.uk

Web www.ntltelewestbusiness.co.uk

Normal opening hours are 08:00 to 18:00 Monday to Friday.

ntl:Telewest Business Customer Services
Communications House
1 Chippingham Street
Sheffield
S9 3SE

Fault Management Centre

Faults can be reported on the number listed below 24 hours a day, 7 days a week. ADSL faults will, however, be dealt with between 08:00 and 18:00 Monday to Friday. Please call us free on 0800 953 2800

Customer enquiries

Our sales team aims to respond quickly and efficiently to any customer enquiry relating to the provision of services. We may wish to arrange an appointment to discuss your requirements, or to provide you with the information you have requested. In the event of an appointment being changed we will advise you by telephone and rearrange at your convenience.

Our sales staff

Our staff will always conduct themselves professionally, looking to assist you to achieve the most cost effective solutions for your particular business requirements.

4 Deposits

As a standard security measure we assess our customers' credit status when they order a service from us. This may result in us carrying out a financial check on your business.

Depending on your credit score, certain conditions of service may apply. Where a deposit is requested this will be retained for a period of six months, or if longer, until a good payment history has been demonstrated. Refunded deposits are not subject to interest payments.

5 Fraud and security

Please note we are not responsible for the security of your own equipment. In the event of fraud or criminal activity we are not bound by contractual agreements made between you and any other person. This is especially so in the case of the configuration of private branch exchanges or switching technology.

We would however be happy to provide as much information as we can relating to fraud or crime prevention and detection. If you wish to discuss this with us please contact our Group Security and Investigations Department on [0800 052 0845](tel:0800 052 0845).

We operate a prosecution policy with regard to fraud or other criminal activity directed at our network, products and services. If you become aware of individuals involved in this type of criminal activity, please contact the ntl:Telewest Business Group Security and Investigations Department, or dial the Confidential Hotline on [0800 096 7800](tel:0800 096 7800).

6 Useful information

Who to contact

If you wish to order our products and services e.g. telephony, data or internet solutions, or if you simply require further information, please contact ntl:Telewest Business Customer Services free on [0800 052 0845](tel:0800 052 0845), or your account manager.

Where possible, to save time and avoid delay, your order or request will be processed over the telephone. However, it may be necessary for an appointment to be made at a mutually convenient time for an account manager to visit you.

Your contract with us

Your contract for a particular service will typically be made up of three separate documents:

- Order form
- ntl:Telewest Business' Standard Terms and Conditions (applicable to all products and services from ntl:Telewest Business)
- ntl:Telewest Business' Special Terms and Conditions relating to a particular service.

On occasion, additional documents may form part of your contract. Your account manager will leave a copy of the completed order form and relevant Terms and Conditions for you. If at any time you mislay your forms or require additional copies, please contact Business Customer Services who will be able to provide you with further copies.

Installation

If you order a service and we have full access to your premises (and where necessary to any adjoining premises or land), we will contact you to arrange a convenient date for installing the service. If we require a wayleave (see below) or if we need to carry out a survey or extra building work, your Project Manager or Provide representative will provide you with a provisional date. ntl:Telewest Business is not liable for any failure to meet this provisional date. If installation cannot be made on the agreed date, we will contact you as soon as possible to rearrange an alternative appointment.

Wayleave

Before we install any of our services, we may require written permission, known as wayleave, from the owner or person in charge of the premises and any adjacent land or premises. This may be you or a third party, e.g. your landlord or their managing agent. Please note that if we cannot obtain the necessary wayleave this may cause a delay with the installation of the service.

Telephone numbers

Prior to installation, all telephone numbers are provisionally allocated. Your number may change upon installation and we therefore strongly advise you not to print stationery etc. until your number has been confirmed after installation.

Unfortunately we cannot allow you any rights to the number(s) allocated for any services provided by ntl:Telewest Business. However, where possible we will endeavour to meet your requirements for particular numbers. If the number needs to be ported (i.e. moved) to another supplier in the future, and there is a porting agreement in place, we will consider any request for appropriate support to enable this to be achieved in accordance with good practice.

If your business is within an ntl:Telewest Business area and you wish to move to ntl:Telewest Business from another provider, while staying at the same address, you are generally able to keep your existing telephone number (termed number portability).

If you move from ntl:Telewest Business to another provider you should be able to take your number with you, although there may be a charge (dependent upon the new provider).

7 Repairing faults

Responsibility

We would like to assure you of our continued commitment to providing you with a first class service.

If you do notice any faults with your ntl:Telewest Business services, please contact our Fault Management Centre on [0800 953 2800](tel:0800 953 2800). Faults can be reported 24 hours a day, 7 days a week.

Our equipment and network

We are responsible for maintaining the network and any associated equipment we supply to your premises, up to the network termination point.

Your equipment

We are not responsible for the repair of any of your equipment that is connected to our network. If there is a fault with a piece of your equipment e.g. phone handset or personal computer, you will need to contact the supplier/organisation you purchased the equipment from and they will be able to help you.

To avoid any unnecessary charges we ask that you consider carefully who is responsible for the fault, as we may have to charge a fee if you have called out one of our technicians and they find the fault is on your own equipment.

For details of our service, call-out charges and when they are applied, or to report a fault, please contact our Fault Management Centre.

If any damage is caused to our equipment or network through carelessness, we may hold you financially responsible.

If the fault is on our network or on equipment that we have supplied, we will repair, adjust or replace the system equipment to restore and maintain an efficient service.

For details of our target response and fix times, please speak to your account manager.

8 Customer Service Guarantee Scheme

This is applicable to directly connected analogue and digital telephony services and data products.

Your contract and any applicable Service Level Agreement may provide for compensation to be payable to you in the event of any failure in our service. Where this is not the case and where your service has been wholly and continuously unavailable for a period of 24 hours or more (after a failure in the service has been reported to the Fault Management Centre), the Customer Service Guarantee Scheme can be used. You cannot claim under the Customer Service Guarantee Scheme if your remedies are set out in your contract or in a Service Level Agreement.

The Customer Service Guarantee Scheme entitles you to claim free service rental for the next calendar month for the line/circuit where the fault occurred. The most you can claim in any one month is one month's service rental.

9 Our charges/payment terms

Charges

Unless otherwise stated in your contract, charges for our services are detailed in our pricing sheets, available from Business Customer Services.

Price increases

We will notify you of any price increases. The amount of notification we must give and the circumstances under which you may terminate your contract with us, are outlined in your contract.

When to pay

The due date shown on the invoice indicates when payment must be made. This is 30 days after the date of the invoice, unless stated differently in your contract.

How to pay

There is a wide choice of convenient ways to pay your ntl:Telewest Business invoice. However, we believe Direct Debit is the clever way to pay. It is quick and easy to set up, you have the reassurance of knowing that payment has been automatically made and you also have complete control, with the freedom to cancel the instruction to your bank at any time. Simply phone Business Customer Services and we will take care of the rest. Alternatively you can set up payment by BACS. Please contact Business Customer Services for further information. Details of alternative payment methods can be found on the reverse of your invoice.

When ordering your service you have the option to receive an itemised invoice, subject to regional differences. We offer a range of itemisation options – please contact Business Customer Services to arrange the option that best suits your business.

If you have any queries regarding your invoice, please contact Business Customer Services, or your account manager, as quickly as possible so that we can promptly resolve any questions you may have. We aim to deal with general enquiries within two working days. It may take a little longer to deal with questions regarding usage charges on your itemised statement, and we therefore aim to deal with these enquiries within ten working days.

Disconnection for non-payment

If you do not pay your invoice on time, we will send you a reminder, or contact you by phone.

If we do not receive your payment by the due date shown on the reminder, we may disconnect the services we provide you. We may not reconnect your services until you have paid the amount you owe plus a reconnection fee. If you are experiencing difficulties paying your invoice, please contact Business Customer Services, or your account manager. We always aim to be considerate if you are experiencing genuine payment difficulties.

10 Request for service variation

If you request a change in service

We aim to be as flexible as possible in the service we provide. If you wish to upgrade or change the services you receive, you must first contact your account manager or Business Customer Services. They will inform you of the cost and availability of the additional service you have requested. In addition to any relevant changes referred to in your contract, you may have to pay an administration charge if you ask us to change your services.

Revised charges for your new services will normally apply from the date the change takes place. If a change in services will lead to a major increase in your level of business with us, we may have to carry out additional financial checks.

If you move premises

If you move premises and you want us to provide services to your new location, we ask that you provide us with at least 45 days written notice. However, please note you will be required to pay an administration charge for this move. Please contact your account manager for further information. We will endeavour to move your services but cannot guarantee being able to do so. Any agreement to move services is subject to obtaining any necessary wayleave and carrying out any necessary surveys, both of which may have an impact on our ability to provide service. Where we cannot move your services, your contract will still continue until proper termination or expiry of the term. This is usually 12 months, but please check your contract both for duration and for any notice periods that must be given.

Cancellation

Your contract states a minimum duration, usually referred to as the Minimum Period. If you cancel your services during this period, notice of cancellation must be given in writing to Business Customer Services unless otherwise stated in your contract. You are liable to continue to pay the relevant charges until the expiry date.

11 Directory listings and services

When you ask us to provide phone services, we require the following details from you:

- Whether you would like your telephone number to be published in a telephone directory and, if so, the information you want to have printed with your number
- Whether you would like your number to be available through directory enquiries

- Whether you would like to prevent your number appearing on the phone set of the person you are calling (Calling Line Identification Restriction). Please ask Business Customer Services for more information.

ntl:Telewest Business cannot be held responsible for any details that have been incorrectly set up by BT, Cable & Wireless Communications or any other Directory Service provider.

Access to both National and International Directory Enquiry services is also available at standard published charges (see our price list). The ntl:Telewest Business services can be accessed by dialling 118180 for UK directory enquiries and/or 118190 for international directory enquiries. We will introduce other numbers for additional services.

12 Confidentiality

It is our policy not to disclose your information to anyone except yourself, or in accordance with any instructions or permission you have given us. However, there are circumstances in which we may be required by law to disclose information. Such requests normally come from Statutory Authorities, e.g. Police Forces, Customs and Excise etc. Any such disclosure will be strictly controlled and will be made fully in accordance with current UK legislation.

We are also obliged to pass directory information about our customers to other companies to enable them to provide a publicly available directory service. However, these companies will only use any such data strictly for this purpose.

13 Complaints procedure

We are continually trying to improve the service we offer our customers and would therefore like to be informed of any difficulties you experience with the services you receive from us. If you do experience a problem, please contact Business Customer Services as soon as possible.

We aim to resolve all enquiries and complaints within five working days of receiving them. If it is necessary to carry out a more in-depth investigation it may take longer to resolve your complaint. We will keep you informed of progress at all times.

We will do our best to help you whatever your complaint or question. If it is an area that we are not responsible for we will endeavour to advise you as to who to contact. We have included some useful addresses at the end of this Code of Practice.

14 Independent Adjudication of Complaints

If you are a small business (10 employees or less) and we have not reached an agreed settlement within three months of receiving your complaint, or we agree before the three months is up in writing, that the dispute should be settled by independent adjudication, you have the option of referring your complaint for independent consideration to CISAS (the Communications and Internet Services Adjudication Scheme), of which ntl:Telewest Business is a member. CISAS will take evidence from both you and ntl:Telewest Business, and will make an independent decision based purely on the merits of the case. Please note that the CISAS scheme only applies to telecoms services (telephony and internet access) and not to TV services. Contact details for CISAS are as follows:

CISAS
24 Angel Gate
City Road
London
EC1V 2PT

Phone [0845 1308 170](tel:08451308170)
Email info@cisas.org.uk
Web www.cisas.org.uk

Further help and advice can be obtained from your local Citizens Advice Bureau but please note this is not part of the formal complaint process.

15 Compliance

We are authorised to provide telecommunications and cable television services, and we work under the Communications Act 2003, the Broadcasting Act 1996 and the Broadcasting Act 1990.

16 Additional information

Nuisance calls

We understand how distressing malicious and nuisance calls can be and we make it a priority to offer help and guidance in such matters through Business Customer Services. We will offer you advice on coping with unwanted calls and guide you through some simple procedures, which may help prevent further calls of this nature.

Number Translation Services (NTS & PRS)

Number translation services are types of non-geographic numbers where the number dialled does not relate to a specific geographic location but instead relates to a particular service or organisation. This allows the organisations using these numbers to have a national presence and to change physical location without having to change their telephone number.

Some NTS numbers also enable organisations to share the revenues generated by the telephone calls made to the numbers. These are shared between the organisation offering the service - the Service Provider (SP), the Originating Communications Provider (OCP) from whose network the call is originally made, and the Terminating Communications Provider (TCP) who manages (terminates) the calls to the Service Provider. The majority of the money is shared between the TCP and the SP. The OCP who collects the money from the customer on behalf of themselves, the TCP and SP via the customer's telephone bill, receives only a small proportion of the overall revenues generated.

Tariffs for accessing NTS numbers are shown in our tariff guides – available from Business Customer Services.

Premium Rate Services

Premium Rate Services (PRS) offer information and entertainment via phone, fax, PC (email, internet, bulletin board), mobile (SMS/WAP) or interactive satellite TV. They offer a wide variety of services including information, entertainment, competitions, TV voting, and TV games. UK-based premium rate services start '09' and charges will usually be shown on ntl:Telewest Business phone bills as 'Premium' or 'Premium Rate'.

The services are provided by a Service Provider (SP) who provides the actual service, via a Terminating Communications Provider (TCP) who manages the incoming telephone calls into the SP. These two organisations share the bulk of the money generated by customers calling the PRS numbers. The money is collected by the Originating Communications Provider (OCP) via the customer's telephone bill. Usually the OCP (e.g. ntl:Telewest Business) has no commercial relationship with either the TCP or the SP, although occasionally the OCP and TCP could be the same company (e.g. BT). The OCP receives only a fraction of the money the customer pays for accessing the PRS service.

Tariffs for accessing PRS numbers are shown in our tariff guides – available from Business Customer Services.

PRS complaints

Complaints about the content of premium rate numbers should be directed to PhonepayPlus (see PhonepayPlus below). Complaints about charges to PRS numbers on your telephone bill should be addressed to ntl:Telewest Business.

CISAS will become involved if appropriate. Because of the potential for consumer harm with PRS, ntl:Telewest Business take a sympathetic view of PRS complaints, and where it is clear that a customer is the unknowing victim of illegal activity by a SP, sensible arrangements will be made with the customer, including refunds where appropriate.

Controlling PRS charges

ntl:Telewest Business offer a call-barring facility if you wish to prevent access to PRS numbers. Please contact Business Customer Services for more information. For information about PRS diallers, and steps you can take to protect your computer, call Business Customer Services.

PhonepayPlus

PhonepayPlus is the UK industry-funded regulatory body for all premium rate charged telecommunications services, regulating services in their entirety - content, promotion and overall operation - through a Code of Practice, available on their website. Their prime role is to prevent consumer harm.

Among other things, they require SP's to provide consumers with clear and accurate pricing information, honest advertising and service content, appropriate and targeted promotions.

PhonepayPlus will investigate complaints, and they have the power to fine companies and bar access to services if the Code is breached.

If you have a complaint about the content of premium rate calls, please contact PhonepayPlus on 0800 500 212, or write to them at FREEPOST WC5468, London SE1 2BR, or via their website (www.phonepayplus.org.uk).

The PhonepayPlus website also provides details on TCPs and SPs including contact numbers where known. If ntl:Telewest Business has relevant information concerning SPs customers are complaining about we will share this with customers where appropriate.

17 Useful contacts

Internet Watch Foundation

The Internet Watch Foundation (IWF) is an independent organisation working to make sure the internet is a safe place to work, learn and play.

The Internet Watch Foundation
East View
5 Coles Lane
Oakington
Cambridge CB24 3BA

Phone +44 (0) 1223 237 700

Fax +44 (0) 1223 235 921

Web www.internetwatch.org.uk/

Email information@iwf.org.uk

Office of Communications (Ofcom)

Ofcom is the regulator for the UK communications industries, with responsibilities across television, radio, telecommunications and wireless communication services. Ofcom exists to further the interest of consumers as the communications industry enters the digital age.

Ofcom
Riverside House
2a Southwark Bridge Road
London SE1 9HA

Switchboard 020 7981 3000

Fax 020 7981 3333

Textphone 020 7981 3043

Complaints 020 7981 3040

Web www.ofcom.org.uk

Email contact@ofcom.org.uk

PhonepayPlus

PhonepayPlus is the UK industry-funded regulatory body for all premium rate charged telecommunications services.

PhonepayPlus
Clove Building
4 Maguire Street
London
SE1 2NQ

Phone 020 7940 7474

Fax 020 7940 7456

Web www.phonepayplus.org.uk

If you have a complaint regarding Premium Rate Services, you should call free on 0800 500 212

Telephone and Fax Preference Services

The DMA's Preference Services enable businesses to register their wish to opt out of receiving unsolicited telephone calls and faxes.

To prevent unsolicited marketing calls you must register your number with the Telephone Preference Service (TPS), or if you are a corporate body, with the Corporate Telephone Service. The Privacy and Electronic Communications Regulations 2003 make it unlawful to telephone anyone who has registered with the TPS for the purposes of unsolicited marketing activity. To register, please contact:

Telephone Preference Service (TPS)

DMA House
70 Margaret Street
London
W1W 8SS

Phone [0845 070 0707](tel:0845 070 0707)

Email tps@dma.org.uk

Web www.tpsonline.org.uk

The Privacy and Electronic Communications Regulations 2003 also make it unlawful, for the purposes of unsolicited marketing activity, to send faxes to anyone who has registered with the Facsimile Preference Service (FPS). If you receive such faxes and wish to stop them you could consider registering your telephone number with the FPS. To register, please contact:

Facsimile Preference Service (FPS)

DMA House
70 Margaret Street
London
W1W 8SS

Phone [0845 070 0702](tel:0845 070 0702)

Email fps@dma.org.uk

Web www.fpsonline.org.uk

ntl:Telewest Business endeavours to ensure that the information in this document is correct and fairly stated, but does not accept liability for any error or omission. The development of ntl:Telewest Business products and services is continuous and published information may not be up to date. It is important to check the current position with your local ntl:Telewest Business office. This document is not part of a contract or licence save insofar as may be expressly agreed in writing.

Published by ntl Business Limited for and on behalf of itself and group companies authorised to provide communication services.

To find out more call **0800 953 0180** or
visit **www.ntltelewestbusiness.co.uk**

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