

Flip Connect Codes of Practice

Version 1.1 - June 2018



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Contents

THE PURPOSE OF THE CODE	2
TERMS AND CONDITIONS.....	2
OUR SERVICES	3
CANCELLATION.....	3
PRICES AND TARIFFS	3
COMPENSATION and REFUNDS.....	3
CONTACTING US	3
SALES AND MARKETING CODES OF PRACTICE	3
For Fixed Lines Telephone Services	3
Particular attention is drawn to the following regulations, in addition to all other appropriate consumer protection law and advertising Codes of Practice:.....	7

THE PURPOSE OF THE CODE

This code sets out a statement of how we conduct our business and provides information about our relationship with you. It is intended for small and medium business customers. This code of practice may be obtained from our web site at <http://www.flipconnect.co.uk/aboutus//code-of-practice> or by writing to us at the address below.

TERMS AND CONDITIONS

Details of the specific conditions relating to your contract are set out in the documentation provided when you first subscribed to our services and on our website <http://flipconnect.co.uk/legal>

You should note that these terms and conditions are specific to the service being supplied and, for example, those for lines and calls may vary from those for mobile. If you are unsure about which terms and conditions apply to your contract, please contact us using one of the methods below.

Additionally, contract lengths may vary according to the minimum term you agreed to at the beginning of your service provision. Our standard contract lengths are either 12, 24, 36 or 60 months. If you are unsure about your contract, again please contact us.

OUR SERVICES

We provide the following Lines and Services:

Analogue Telephone Lines; Multilines; ISDN 2e; ISDN 30e; Select Services; Carrier Pre-Selection; Call Conferencing; Broadband; Leased Lines; Number Translation Service; Total Care Maintenance; IP Hosted Services; Mobile Phone Service.

For more information on any of our lines and services or to order additional services please call Customer Services on 01462 417 100.

CANCELLATION

In the unlikely event that you should wish to cancel the service we provide, you should write or email us at the address below telling us what you wish to cancel and when you wish it to be effective. There may be a charge for early termination of your contract and this will be explained to you. Early termination charges are also set down in your Terms and Conditions documentation or on your monthly telephone bill and on our web site.

PRICES AND TARIFFS

Because there are so many different rates that depend upon usage volumes and other separately negotiated criteria, and the changes in tariffs are being updated constantly, it is not possible to publish a standard set of rates that would apply to all customers.

Your own particular tariff, if you have not kept the one sent originally, can be obtained from our customer service department (see 'Contacting Us' Section below) on request.

COMPENSATION and REFUNDS

Our service provision to you is dependent upon the continued operation of the major networks (Openreach for example). If service is lost for any reason we will claim compensation on your behalf at the scales appropriate to your particular network.

CONTACTING US

Flip Connect Communications have always put the Customer first and our Customer Service Team is dedicated to providing prompt and effective support to customers experiencing difficulties in any way.

They are available Monday to Friday between the hours of 08.30 and 17.30 by:

Telephone: 020 3056 5065

Fax: 0870 421 5411

e-mail: support@flipconnect.co.uk

by post to: Flip Connect, The Maltings, Hitchin, Hertfordshire, SG5 2DE

The Web site for Flip Connect can be found at <http://flipconnect.co.uk>

SALES AND MARKETING CODES OF PRACTICE

For Fixed Lines Telephone Services

1. Introduction and Overview

1.1 Key objectives

To ensure that Flip Connect provides consumers with standards of protection over and above those provided by the law (see table below);

To ensure good practice and responsible selling in the marketing of fixed line telephone services, and to help end users understand the service and behaviour to be expected;

To provide a clear framework within which the company should be working, providing reassurance to end users and consumer representatives as to what constitutes good practice in the sales and marketing of fixed line telephone services.

1.2 The focus of this Code of Practice is the sales and marketing of fixed line telephone services to both business, and occasionally, residential 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.

1.3 Procedures are to be put in place for sales and marketing managers and staff, dealers, resellers and call centre agents, to be informed of the Code and its content, and for monitoring their compliance with it.

1.4 Procedures to be put in place for customers and advice agencies to be made aware of the Code and its contents such as, for example, making reference to the Code in marketing literature.

1.5 Company accountability to be visible.

2. Status of code

2.1 The Code is mandatory for all internal personnel and external companies engaged in sales and marketing activity on Flip Connect's behalf in relation to fixed line and/or mobile telephone services to business and residential customers.

2.2 Compliance with this code does not guarantee compliance with any legal requirement.

2.3 Non-compliance with this 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 Customer approaches may occur in a wide range of ways e.g. by TV, radio or press advertising, promotions at events, post, fax, electronic mail, telesales or in person. Regardless of the way in which sales and marketing activities are conducted, the Company will act responsibly.

3.2 Customers' wishes will be respected where they have registered with any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service (TPS), the Fax Preference Service and the E-mail Preference Service.

3.3 Advertising and promotion to comply with the British Codes of Advertising and Sales Promotion. In addition, advertising and promotional literature to be clear, unambiguous, accurate and fair, containing no false or misleading information about price, value or service and, in particular, must not denigrate other companies or under any circumstances whatever pass Flip Connect off as any other entity.

4. Recruitment and sales training.

4.1 Appropriate procedures will be set up for the selection of staff and outsourced companies involved with direct contact with customers for the purposes of sales and marketing activity on behalf of Flip Connect.

4.2 Companies will be required to be responsible for ensuring that sub-contractors (third party agencies) also set up equivalent selection procedures.

4.3 Whilst operating within current employment legislation, recruitment of sales staff to have regard to:

4.3.1 behaviour and appearance, recognising that the sales person may be seen as the 'public face' of the company and the industry;

4.3.2 security - references and relevant convictions for criminal offences to be checked and taken into account where appropriate;

4.3.3 evidence of mis-selling or lack of integrity in any previous selling employment.

4.3.4 the applicant must provide proof of NI number, photographic proof of I.D. and two references;

4.3.5 referees cannot be related to the applicant;

4.3.6 business referees must not both be from the same company;

4.3.7 if a sales person transfers to another company, a copy of his or her records will be retained for a minimum period of three years;

4.3.8 the identification badges of staff leaving the Company must be returned.

4.4 Directors and Managers must satisfy themselves that they have taken reasonable steps to ensure that every such person is trained so as to have a sufficient understanding that any relevant advice given by such person is not misleading. Topics covered to include:

4.4.1 arrangements for competition in the supply of telecommunications in the UK;

4.4.2 the different options provided by the Flip Connect and how these differ from other competitive telecoms products (which may or may not be offered by another company); for example, Carrier-Pre Selection, Wholesale Access and Indirect Access;

4.4.3 the process for ordering the telephone service;

4.4.4 the relevant principles of consumer protection law;

4.4.5 the prices charged by the employing company and its other terms and conditions of service and, in particular, methods of payment, duration of contract and any termination fees;

4.4.6 the nature, and cost, of any additional services on offer;

4.4.7 the process for cancelling the contract both during the cooling-off period (for residential lines) and at any time following commencement of the service; and

4.4.8 the existence of this sales and marketing code of practice and the benefits provided.

4.5 Responsibility for code compliance by representatives, and any sales agency acting on their behalf, will lie with the company. The company will identify the title of the person accountable for ensuring that the company and its agents observe the code, and the title of the person responsible for handling complaints relevant to the code.

4.6 Remuneration systems will not be such as to encourage misleading or exploitative sales practices. The Company, via its Sales and Marketing team, will keep a central register of incentive schemes used by any agencies it employs for sales and marketing.

5. Customer Contact

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

5.2 Representatives involved in face-to-face sales and marketing will be issued with identity badges that clearly display the name of the company they represent and a unique identification number for that representative. The identity badge to also display the representative's name, a photograph of the representative and an expiry date for validity of the card. The information on the card to be presented in such a way that does not require close examination, and the font must be in 14 point.

5.3 All representatives to immediately identify themselves, the company they represent and the purpose of the call and the expected call duration. If visiting or meeting in person, they should draw the customers' attention to their identity card.

5.4 Reasonable steps to be taken to keep informed of local authority initiatives, password schemes etc, such as the Local Distraction Burglary Initiative.

5.5 All representatives to be courteous, use appropriate language and offer clear and straightforward explanations. It is essential that they do not misrepresent the services being offered. All information should be factual and accurate. Representatives to check that customers entering into contracts understand and intend them.

5.6 Representatives to 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 Representatives not to abuse the trust of vulnerable customers e.g. those who are elderly or whose first language is not English, or who have special needs. It is essential that companies have a policy regarding such customers, including that their representatives do not pursue sales presentations to customers whom they believe may be vulnerable.

5.8 Where there is sheltered housing, contact to be made with the warden or other person in authority before any approach is made to the customer.

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

5.10 Marketing campaign records to be 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 It is essential that steps be taken to ensure that the person entering into a contract is authorised to enter into the contract for the fixed line telephone services/bills at the premises.

6.2 Order forms and contract forms to be 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.

6.3 Where a face-to-face approach to the customer takes place the customer to be given the information set out in this paragraph, in writing, in a clear and comprehensible manner:

6.3.1 essential information including the identity of the company, its address, telephone, fax and e-mail contact details;

6.3.2 a description of the telephone service sufficient to enable the customer to understand the option that the customer has chosen, and how it works;

6.3.3 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;

6.3.4 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 to be informed;

6.3.5 the existence of a right of cancellation and the process for exercising it;

6.3.6 the period for which the charges remain valid; and

6.3.7 the minimum period of contract, and minimum contract charges, if any.

6.4 Customers to be made aware of the existence of this code, and preferably provided with a summary.

6.5 At the customer's request, full written information about tariffs to be made available.

6.6 If a customer signs an order form following face to face contact, or enters into a written contract, it is essential that the customer 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:

6.6.1 information about any after-sales services or guarantees; and

6.6.2 arrangements for the termination of the contract. (This is in order to minimise cases where order forms are misrepresented as confirmations of the sales person's visit). This is likely to be an offence under the Trades Descriptions Acts.

6.7 Orders placed by distance selling means to comply with Distance Selling Regulations, which are set out in the table below.

6.8 In the case of internet orders, a well sign-posted hyper-link to this information which is easily visible to the web site visitor to be prominently displayed with the information being capable of being easily downloaded and printed.

6.9 Customers to be permitted to cancel orders and terminate contracts in writing, by fax or by e-mail.

6.10 Companies to send a mandatory letter to the customer by first class mail within five working days of a contract being agreed informing the customer of the details of the transfer, and the following to be clearly communicated:

6.10.1 date of notification;

6.10.2 CLI(s) affected;

6.10.3 list of services affected/unaffected;

6.10.4 if relevant, information about IA call barring;

6.10.5 date of switch-over;

6.10.6 the sender's contacts details for any queries.

6.10.7 direct debit guarantee arrangements

6.11 The notification will be by letter although may be sent electronically where consumers 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.

6.12 In the case of residential lines, the individual processing the contract/order should ensure that the orders they submit do not mature until the statutory cooling-off period has been met.

7. Consumer protection and other legal requirements

7.1 Procedures to comply with all applicable legislation (see table below).

8. Audit of contracts

8.1 Procedures to be developed to minimise the risk of errors or mis-selling when taking orders/making contracts during face-to-face or telephone selling. Representatives to check that customers entering into contracts understood and intended them, and to carry out regular audits of systems, procedures and documentation.

8.2 In all cases, customers to be contacted - not more than five working days of a contract being agreed - in order 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.

8.3 Audit contact can either be as part of the mandatory customer 'notification of transfer' letter referred to in paragraph 6.10 above or through a separate process. Audit contact to be made by a person not involved with the company's sales and marketing activities.

8.4 If it is found after investigation of the sale recording that the contract was not understood or intended, or, in the case of residential lines, if the order matured before the expiry of the cooling off period, and the customer wishes to cancel, Flip Connect Communications will terminate the contract without charge or other penalty to the customer. The company will keep under review the procedures by which contracts are agreed and will take appropriate steps to prevent recurrence of any problem identified from the audit process.

9. Customer complaints procedure

9.1 Flip Connect's internal procedures for handling customer complaints will also include those relating to their sales and marketing activities. We ensure that all 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 if required.

9.2 The Complaints Handling and Dispute Resolution Procedure¹ will set out how customers may complain about the company's sales and marketing and other activity and what further steps are available if they believe their complaint has not been dealt with satisfactorily.

9.3 A customer with a sales and marketing complaint, in the first instance, will be advised that their complaint will be the subject of an internal investigation. If the complaint is not able to be resolved to the customer's satisfaction, we will advise the customer that they may proceed to independent arbitration in the form of the Telecoms Ombudsman (Otelco), which will have the power to award compensation to the customer if the Company is found to be at fault.

9.4 Flip Connect will liaise regularly with OFCOM and other relevant consumer groups to monitor the number and nature of complaints under its code.

Particular attention is drawn to the following regulations, in addition to all other appropriate consumer protection law and advertising Codes of Practice:

Title Comment

1. The Unfair Terms in Consumer Contracts Regulations 1999 SI 1999 No 2083

- introduces controls over unfair standard terms in contracts with consumers
- requires written contracts with consumers to be in plain, intelligible language

2. The Consumer Protection

(Cancellation of Contracts Concluded away from Business Premises) Regulations 1987 SI 1987 No 2117

- requires that written notice of cancellation rights (min 7 days) in prescribed form is given to consumers entering into contracts at their homes or in other places (e.g. shopping precincts)

3. The Consumer Protection (Distance Selling) Regulations 2000 SI 2000 No 2334

- requires extensive information to consumers before and after consumers enter into contracts using channels of marketing such as direct response press or TV adverts, telemarketing, mail order, etc.
- requires cancellation rights (min 7 working days) to be given to residential consumers, starting from the date of delivery of prescribed information
- provides that making demands for payment for services not ordered by consumer is a criminal offence

4. Telecommunications (Open Network Provision) (Voice Telephony) Regulations 1998 SI 1998 No. 1580 extensive requirements for system-less resellers and operators of systems licensed by DTI to

- offer written contracts to consumers complying with the regulations;
- to publish their terms and conditions and tariffs by placing copies in every major office for public inspection during prescribed hours

5. Misleading Advertising Regulations

6. Consumer Protection Act 1987 (Part III) Civil responsibilities

- Misrepresentation Act 1967
- Unfair Contract Terms 1977
- Sales of Goods Act
- Supply of Goods and Services Act 1982
- Consumer Protection 1987
- Sale and Supply of Goods Act 1994
- Control of Misleading Advertising Regulations 1988
- Consumer Protection (Cancellation of Contracts concluded away from Business Premises) Regulations 1987 (amended in 1998)
- Unfair Terms in Consumer Contracts Regulation

7. Consumer protection legislation

- Criminal liabilities
- Trade Descriptions Acts 1968
- Administration of Justice Act 1970
- Fair Trading Act 1973
- Price Act 1974
- Consumer Protection Act 1987 (Parts II, III, IV and V)
- Consumer Protection (Cancellation of Contracts concluded away from Business Premises) Regulations 1987 (amended in 1998)
- Consumer Protection (Distance Selling) Regulations 2000