



DuoCall Communications Ltd

Sales and Marketing Code of Practice

Introduction

DuoCall Communications Limited has produced this code of practice in line with OFCOM regulations introduced on the 26th May 2005. DuoCall Communications Limited is a responsible company and recognises all legislative and regulatory compliance issues, in conjunction with its internal compliance controls. The purpose of this code of practice is to ensure that DuoCall resolves any issues, which may arise before, during, and after the point of sale.

DuoCall ensures that all customers entering into an agreement with DuoCall fully understand the nature of the Fixed Line Telecommunication Agreement and intend to proceed with the transfer. DuoCall does not accept any forms of mis-selling or misrepresentation from anyone representing the company. All representatives of DuoCall, regardless of their position or job description are made aware of the existence of the code of practice and informed of the contents of the code. Through management structures, representatives of DuoCall will be monitored and reviewed for their compliance with the code.

DuoCall ensures that we provide our customers with standards of protection over and above those provided by law. We also ensure good practice and responsible selling. It is the intention of DuoCall to provide a clear and accurate picture of the operation of DuoCall, providing reassurance to customers as to what constitutes good practice in the Fixed-line Telecommunications Industry.

DuoCall's Sales and Marketing Code of Practice is available on the company's website in PDF format and is available to customers in documented format upon request, free of charge. The person responsible for compliance with the code within DuoCall is James Bradley, who can be contacted by writing to James Bradley, DuoCall Communications Limited, Building AO6, Magna 34 Business Park, Temple Road, Rotherham, S60 1FG or by emailing James.bradley@duocall.co.uk or by telephoning 08456 761000.

Status of Code

DuoCall complies with the provisions of this code under the guidelines and regulations applied by OFCOM, however, non-compliance with this code does not affect the validity of any contract, whether verbally agreed or signed, between DuoCall and the customer, unless otherwise provided by law. The provisions of this code only apply to customers, as defined within the Communications Act 2003, and do not apply to all businesses.

Sales, Marketing, Advertising and Promotion

DuoCall approaches potential customers in a number of different ways, including by post, by telephone and in person. Customers' legal rights regarding Telephone Preference Service (TPS), Mail Preference Service (MPS), Facsimile Preference Service (FPS) and E-mail Preference Service (EPS) are respected and data used to contact customers is screened regularly. DuoCall ensures that its advertising and campaign literature is regularly updated and is clear, concise, unambiguous, accurate and fair, and contains no false or misleading information regarding prices, savings, or benefits, of any products or services offered by DuoCall, or any of its competitors.

Recruitment and Sales Training

DuoCall recruits its sales and marketing staff and third party agencies on the basis that our sales and marketing representatives are the voice and face of DuoCall and the initial contact that its customer will receive. We believe that first impressions are the ones that last. DuoCall will not tolerate any behaviour from any of our sales and marketing staff or third party agencies, which brings the good name of DuoCall into disrepute. All prospective sales and marketing staff have

background checks carried out into previous employment position and any evidence of mis-selling or lack of integrity and any criminal convictions are taken into account. All successful applicants complete training courses to ensure:

- A complete and accurate understanding of the DuoCall Fixed Line Telecommunication package.
- Awareness of the courteous behaviour and integrity expected of them at all times.
- Awareness of the code of practice and its contents, and their responsibility to comply with the code at all times.
- The complete awareness that mis-selling, misrepresentations, and disrespectful behaviour will not be tolerated and any allegations made will be fully investigated in line with the company's code of conduct and its internal disciplinary procedures.

DuoCall also requires all of its representatives to maintain a high level of personal standards, in appearance, manner, and conduct. DuoCall has in place a management structure, which is fully responsible for the actions and conduct of its representatives and their compliance with the code of practice. Any allegations of misrepresentation of mis-selling against any member of DuoCall Communications Limited sales teams should be reported to James Bradley, DuoCall Communications Limited, Building AO6, Magna 34 Business Park, Temple Road, Rotherham, S60 1FG.

We also have stringent checks to ensure that each employee recruited by DuoCall Communications Limited is identified by providing his or her NI number and an authorised proof of address. DuoCall also requests that two independent references are provided from different former employers, to ensure there has been no previous history of sales related misconduct. DuoCall conducts regular assessments of office based and field sales staff and continuously monitors their performance. DuoCall will make all reasonable endeavours to retrieve all company literature, paperwork and identification badges from any representative leaving the company. As part of the sales training for new and existing sales representatives.

DuoCall provides a sufficient understanding into the process of ordering the telecommunication service. DuoCall Communications Limited recognises the consumer protection laws and provides an awareness of these laws to its representatives. As part of the training course DuoCall ensures its representatives are fully aware of the contract, the duration of supply, the terms and conditions of supply, and any termination fees applicable for the early termination of the agreement. They are also trained in the correct procedure for the cancellation of customer agreements.

DuoCall document all remuneration systems, which are designed in a manner to encourage responsible sales practice.

Customer Contact

DuoCall does not visit customers outside the hours of 08.00 to 20.00 and does not make telephone calls outside the hours of 08.00 to 21.00, unless the customer's request. Each representative of DuoCall involved in face-to-face contact with customers is issued with a company identification card, which clearly displays the representative's details, name and telephone number. Upon arrival at an appointment, the representative will immediately identify himself or herself as a representative of DuoCall, show the customer the identification card, and advise the customer of the expected duration of the meeting.

Customers are welcomed to contact the Head Office of DuoCall to confirm the identity of the representative attending the premises, if they so wish. DuoCall takes pride in its good reputation and expects its staff:

- To be courteous and professional at all times.
- To be factual and accurate.
- To be able to explain the products and services provided by DuoCall
- To be aware of the sales and marketing code of practice.
- Not to misrepresent any services offered by other service providers.

If any contact with a customer is inconvenient or unwelcome, discussions will be ceased immediately. Any customer who wishes to have no further contact from DuoCall can request the removal of their details from our marketing database by writing to: DuoCall Communications Limited, Building AO6, Magna 34 Business Park, Temple Road, Rotherham, S60 1FG.

DuoCall will not direct its marketing activities to those who are under the legal age of entitlement to enter into a contract and will not abuse the trust of vulnerable customers. DuoCall retains the records of all customer contacts for a period of not less than 6 months and all information, including the sales person's details, are recorded on our database.

Entering into a Contract – Information, Order Forms and Contracts

DuoCall takes all reasonable steps to ensure the person agreeing to the contract is authorised to enter into an agreement for telecommunication services on behalf of the customer. DuoCall has designed all of its contractual documentation in a specific manner to ensure that the contractual nature of the document is clear and concise. The declaration statement is adjacent to where the customer signs their acceptance. The features of the contract are clearly stated on the front of the agreement, with the terms and conditions on the reverse.

The DuoCall contracts are set out in such a format, which provides the customer with an overview of the contract and general terms of supply. It is the customer's responsibility to review the contract and its terms and conditions, and ask questions regarding any aspects of which they are unclear, prior to their acceptance of the contract. The below features appear clearly on the contract:

- Contact details for the Company, including its postal address, telephone number, facsimile number, email address, and website address.
- Minimum period of supply.
- Features of Service, including charges for local and national calls, discounts off BT standard business rates, and reference to pricing sheets.
- Payment terms.
- Termination procedures and fees, which may be applicable.
- Customer Service opening hours.

DuoCall provides all customers with a pricing sheet, which lists all of the charges for line rental, network features, local and national calls, mobile calls, international calls, directory enquiry calls and non-geographic calls. DuoCall offers all customers, as defined within the Communications Act 2003 (i.e. not all businesses), a consolidation period. All customers are made aware of this period. No cost will be applied for accepted cancellations during this period. Request for cancellation should be made by telephone to the customer service department on 08456 761000, by writing to Customer Services, DuoCall Communications Limited, Building AO6, Magna 34 Business Park, Temple Road, Rotherham, S60 1FG by facsimile to 08456 776391 or by email to customersupport@duocall.co.uk Cancellations requests outside of this period will be referred to the terms and conditions, of the customers' contracts.

All DuoCall customers will receive a welcome letter prior to the commencement of switchover and a welcome call after the switchover has commenced. All letters contain their order requirements, contact details for our customer services department, including the full postal address, telephone number, facsimile number, and email address.

Audits

DuoCall will carry out regular checks on all aspects of the training of sales and marketing staff, company documentation, and the procedures involved. We will also carry out checks on a regular basis of all correspondence and information provided to customers by DuoCall. DuoCall will ensure that we are acting compliantly with all aspects of this code. Our customer contracts are stringently checked upon receipt to ensure that the paperwork has been completed correctly, that all documents have been signed by the customer, and that no unauthorised amendments have been written on any contractual documents, by either the company representative or the customer. If any unauthorised amendments are found on any contractual documents then we will reject these contracts and the relevant sales department will be informed.

Customer Complaints Procedure

Any customer complaints relating to our sales and marketing procedures should be made in the first instance to James Bradley, DuoCall Communications Limited, Building AO6, Magna 34 Business Park, Temple Road, Rotherham, S60 1FG.

An internal investigation will be conducted and we aim to provide a resolution to the customer within 28 days. If the customer believes that their complaint has not been dealt with satisfactorily then they should then write to The Managing Director, DuoCall Communications Limited, Building AO6, Magna 34 Business Park, Temple Road, Rotherham, S60 1FG.

The Managing Director will endeavour to provide a resolution to the customer within 28 days. All complaints against our sales and marketing staff, which are upheld, will be drawn to the attention of the Managing Director for internal disciplinary action.

Distributing the Code: Creating Awareness

DuoCall Communications Limited has taken steps to advise all members of staff, regardless of their position within DuoCall Communications Limited, of the existence of the Code of Practice. This code is available via the company internal intranet and is referred to on the company's website. The code is also available to customers upon request, free of charge.