

## **CODE OF PRACTICE REGARDING SALES AND MARKETING OF FIXED LINE TELECOMS TO DOMESTIC AND SMALL BUSINESS CUSTOMERS**

1. Introduction and Overview
2. Status of this Code
3. Sales, Marketing, Advertising and Promotion
4. Recruitment and Sales Training
5. Customer Contact
6. Entering into a Contract – information, order forms and contracts
7. Consumer Protection and Other Legal Requirements
8. Audit
9. Customer Complaints Procedure
10. How to Obtain this Code of Practice
11. Contact Details
12. Contact Details of Related Organisations
13. Relevant Legislation

## 1. Introduction & Overview

- 1.1 Who we are** - Coach House Communications Ltd are providers of both outbound and inbound fixed line telecommunications services, and other call management solutions, as detailed on our website. We offer these services to businesses throughout the UK, directly to end-users. We are a private limited company, working with a number of network partners to provide the greatest choice and flexibility for our customers, as well as the best possible prices. With over a decade of experience in this field, we are dedicated to offering a straightforward and honest service, and a high standard of customer service at all times.
- 1.2 Purpose** – This document lays out the services offered by Coach House Communications, and the procedures we have in place to deal with issues relating to sales and marketing of Fixed-line Telecoms Services to customers. In particular we are concerned with issues before, during and after the point of sale, and with the avoidance of mis-selling and misrepresentation, as well as ensuring customers fully understand the services they are offered and the key terms of any contracts they are entering into. This code details the level of service our customers are entitled to expect, over and above provisions made by the law, establishing our best practice.
- 1.3 Awareness** – All our staff are fully trained on the requirements of this Code Of Practice when they join the company (see s.4), and in the event of any revision they are given full updates and further training where necessary. Working practices of sales staff are closely monitored at all times. All customers are made aware of our Codes of Practice in the 'Welcome Letter' sent to them when they enter an agreement with us informing them of the dates on which their fixed line telecoms services will be transferred (see s.6). Copies of our Codes of Practice have also been sent to the Citizens Advice Bureau and Otelo (Office of the Telecommunications Ombudsman) (see s.12). These are replaced whenever a new version of the Code of Practice is released.
- 1.4 Accessibility** – A copy of this code of practice is available on our website at [www.coachhousecommunications.co.uk/cop](http://www.coachhousecommunications.co.uk/cop). Hard copies are available free of charge by contacting us on 0844 844 0 123. Large print format is also available. Should an alternative format be required, please contact us to discuss individual needs.
- 1.5 Accountability** – Compliance with our published codes of practice is overseen by Martin Hole, Joint CEO of Coach House Communications, who can be contacted by post at our main address (see s.11), by e-mail to [martin@coachhousecommunications.co.uk](mailto:martin@coachhousecommunications.co.uk), or by phone on 0844 844 0 123.

## 2. Status of this Code

- 2.1** All Providers who engage in sales and marketing for Fixed-line Telecoms Services are required under General Condition 14.3 to establish the Code in accordance with these Guidelines, and comply with the provisions of the code.

- 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** Coach House Communications will act responsibly and comply with this code of practice in connection with all marketing, promotion and sales activities regarding fixed line telecommunication services. We will always act within Ofcom guidelines.
- 3.2** Coach House Communications will respect the legal rights and wishes of customers and prospects where they have registered with any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service, the Fax Preference Service and the E-mail Preference Service.
- 3.3** All advertising and promotion will comply with the British Codes of Advertising and Sales Promotion, and all other applicable advertising codes. In addition, advertising and promotional literature will be clear, unambiguous, accurate and fair, containing no false or misleading information about price, value or service, and will not denigrate other Providers.

### **4. Recruitment and Sales Training**

- 4.1** Coach House Communications have set up and observe appropriate procedures for the selection of staff involved with direct contact with customers for the purposes of sales and marketing activities.
- 4.2** Whilst operating within current legislation, Coach House Communications' recruitment procedures for sales staff have regard to:
- behaviour and appearance of candidates, recognising that the sales person may be seen as the 'public face' of the industry;
  - security – references and relevant convictions for criminal offences are checked and taken into account;
  - any evidence of mis-selling or lack of integrity in any previous selling employment.
- 4.3** Coach House Communications observe the following requirements in relation to sales staff based in the UK:
- the candidate must provide proof of National Insurance number, proof of address and two references;
  - referees cannot be related to the applicant;
  - business referees must not both be from the same company;
  - if a sales person leaves for any reason a copy of his or her sales records (including all recordings and notes on sales) will be retained for a minimum period of six months;

- 4.4** All sales staff are trained so as to have a sufficient understanding of products and services that any relevant advice given by such staff is not misleading. This training includes:
- arrangements for competition in the supply of telecommunications in the UK;
  - background to Coach House Communications and our network partners;
  - the different telephone options provided by Coach House Communications and how these differ from other competitive telecoms products (which may or may not be offered by the company) e.g. Indirect Access, Carrier Pre-Selection, Wholesale Line Rental or Wholesale Calls;
  - the process for ordering the telephone service;
  - the relevant principles of consumer protection law;
  - the prices charged by Coach House Communications and its other terms and conditions of service and, in particular, methods of payment, duration of contract and any termination fees;
  - the nature, and cost, of any additional services on offer;
  - the process for cancelling the contract both during the cooling-off period and at any time following commencement of the service and
  - the existence of the sales and marketing code of practice and the benefits provided;
  - the procedure for handling customer complaints.
- 4.7** Martin Hole, Joint CEO, is responsible for ensuring that Coach House Communications and its representatives comply with this code.
- 4.8** Complaints will be handled in the first instance by your personal Account Manager, or, if this is inappropriate, by our customer services team on 0844 844 0 123.
- 4.9** Coach House Communications' remuneration systems are designed not to encourage misleading or exploitative sales practices.

## **5. Customer Contact**

- 5.1** When making contact with prospective customers, our sales representatives will clearly identify themselves as representing Coach House Communications.
- 5.2** Sales representatives will be courteous and will provide clear explanations, ensuring that all information provided is factual and accurate. They will not misrepresent the services being offered nor those of other Providers. Representatives will also check that Customers entering into contracts understand them and intend to be bound by their terms.
- 5.3** Representatives will cease contact with anyone who indicates that the contact is inconvenient, unwelcome, inappropriate or too long. They will not abuse the trust of vulnerable customers.
- 5.4** No sales or marketing activity will be conducted which is directed to those who are under the legal age for entering into contracts.

## 6. Entering into a contract – information, order forms and contracts

- 6.1** Coach House Communications will take all reasonable steps to ensure that the person entering into a contract is authorised to enter into the contract for the Fixed-line Telecommunications Services at the premises.
- 6.2** Order forms and contract forms are designed in such a way as to ensure that the contractual nature of the document is clear to the Customer, containing a clear statement to the effect that the agreement is legally binding.
- 6.3** Where a direct approach to the Customer takes place, the Customer will be provided with the information set out in this paragraph, in writing, in a clear and comprehensible manner:
- essential information including the identity of the company, its address, telephone, fax and e-mail contact details, as appropriate;
  - a description of the telephone service sufficient to enable the customer to understand the option that the customer has 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 and key call types;
  - 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;
  - the minimum period of contract,
- 6.4** Customers will be made aware of the existence of this code and provided with a copy free of charge, on request.
- 6.5** If a customer signs an order form, 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 service or guarantees; and
  - arrangements for the termination of the contract.
- 6.6** Orders placed by distance selling means to comply with Distance Selling Regulations, which are set out in the table below (s.13).
- 6.7** Customers may cancel orders and terminate existing contracts by telephone, in writing, by fax or by e-mail subject to Coach House Communications' standard terms and conditions. If this is during the switchover period, a 'no cost' cancellation is available where Customers change their mind.
- 6.8** Coach House Communications will send a letter to the customer within ten working days of being advised of switchover date, informing the customer of the details of the transfer, and:
- date of notification;
  - CLI(s) affected;

- list of services affected/unaffected, e.g. IA call barring;
- date of switchover;
- Coach House Communications' contact details for any queries.

**6.9** The notification referred to in paragraph 6.8 will be by letter although may be sent electronically where Customers have initiated contact by applying online, and have confirmed that they wish all future correspondence to be sent electronically. Otherwise, Customers would need positively to request by written correspondence that information be sent electronically.

**6.10** Coach House Communications will keep under review the procedures by which contracts are agreed and to take appropriate steps to prevent recurrence of any problem identified.

**6.11** 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, Coach House Communications will terminate the contract without charge or other penalty to the customer.

## **7. Consumer protection and other legal requirements**

**7.1** Coach House Communications' procedures comply with all applicable legislation.

## **8. Audit**

**8.1** Coach House Communications will carry out regular audits of all systems, procedures and documentation to ensure that they are acting compliantly with all aspects of this Code.

## **9. Customer complaints procedure**

**9.1** Coach House Communications' internal procedures for handling customer complaints include those relating to sales and marketing activities. Coach House Communications staff and representatives who deal directly with customers are made aware of these procedures on joining the company, and inform Customers of the existence of the Coach House Communications' complaints procedure on first contact.

**9.2** Coach House Communications' complaints procedure sets out how Customers may complain about sales and marketing activity and what further steps are available if they believe their complaint has not been dealt with satisfactorily.

**9.3** Customers are also made aware of Coach House Communications' membership of the Office of the Telecommunications Ombudsman (OTELO), an alternative dispute resolution service approved by Ofcom. Customers dissatisfied with the handling of their complaint may use this service at no cost to themselves.

**9.4** A copy of Coach House Communications' Code of Practice regarding complaint handling and dispute resolution for domestic and small business customers is

available via our website at [www.coachhousecommunications.co.uk](http://www.coachhousecommunications.co.uk) or by contacting us to request a copy on 0844 844 0 123

## 10 How to obtain this code of practice

**10.1** This code of practice is available on our website at <http://www.coachhousecommunications.co.uk/cop%20-%20sales%20&%20marketing.pdf>. Additional copies are available on request and free of charge to any domestic and small business customer in either paper or electronic formats. It is also available in large print format. Should you require any other format, please contact our Customer Services Department to discuss your needs.

**10.2** A copy of the code has been sent to the head office of the Citizens Advice, Myddleton House, 115-123 Pentonville Road, London, N1 9LZ. They are also sent any subsequent updates.

## 11. Contact Details

All enquiries may be addressed to us by post to:

Coach House Communications Ltd  
The Coach House  
Sherridge Road  
Leigh Sinton  
Malvern  
Worcestershire  
WR13 5DB

Or contact us on:  
Tel: 0844 844 0 123  
Fax: 0844 844 0 124

Further information about our company and services is available at:  
[www.coachhousecommunications.co.uk](http://www.coachhousecommunications.co.uk)

You are also welcome to contact us via e-mail at:  
[enquiries@coachhousecommunications.co.uk](mailto:enquiries@coachhousecommunications.co.uk)

## 12 Contact Details of Related Organisations

Otelo (Office of the Telecommunications Ombudsman)  
 PO Box 730  
 Warrington  
 WA4 6WU

Tel: 0845 0501614  
 Fax: 01925 430049

E-mail: [enquiries@otelo.org.uk](mailto:enquiries@otelo.org.uk)  
 Website: <http://www.otelo.org.uk>

Otelo is one of only two dispute resolution services approved by Ofcom.

Office of Communications (Ofcom)  
 Riverside House  
 2a Southwark Bridge Road  
 London  
 SE1 9HA

Tel: 0207 981 3000  
 Fax: 0207 981 3333

E-mail: [contact@ofcom.org.uk](mailto:contact@ofcom.org.uk)  
 Website: [www.ofcom.gov.uk](http://www.ofcom.gov.uk)

Ofcom is the regulator for the UK communications industry.

## 13 Relevant Legislation

Particular attention is drawn to the following regulations (as amended, where appropriate), 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	<ul style="list-style-type: none"> <li>introduces controls over unfair standard terms in contracts with consumers</li> <li>requires written contracts with consumers to be in plain, intelligible language</li> </ul>
2.	The Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987 SI 1987 No 2117	<ul style="list-style-type: none"> <li>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)</li> </ul>

3.	The Consumer Protection (Distance Selling) Regulations 2000 SI 2000 No 2334	<ul style="list-style-type: none"> <li>• 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.</li> <li>• requires cancellation rights (min 7 working days) to be given to consumers, starting from the date of delivery of prescribed information</li> <li>• provides that making demands for payment for services not ordered by a consumer is a criminal offence</li> </ul>
4.	Telecommunications (Open Network Provision) (Voice Telephony) Regulations 1998 SI 1998 No. 1580	<p>Extensive requirements for system-less resellers and operators of systems licensed by DTI to</p> <ul style="list-style-type: none"> <li>• offer written contracts to consumers complying with the regulations;</li> <li>• to publish their terms and conditions and tariffs by placing copies in every major office for public inspection during prescribed hours</li> </ul>
5.	Various Misleading Advertising Regulations	
6.	Consumer Protection Act 1987 (Part III)	
7.	Consumer Protection Legislation	<p>Civil responsibilities</p> <ul style="list-style-type: none"> <li>• Misrepresentation Act 1967</li> <li>• Unfair Contract Terms Act 1977</li> <li>• Sales of Goods Act</li> <li>• Supply of Goods and Services Act 1982</li> <li>• Consumer Protection 1987</li> <li>• Sale and Supply of Goods Act 1994</li> <li>• Control of Misleading Advertising Regulations 1988 SI 1988 No 915</li> <li>• Consumer Protection (Cancellation of Contracts concluded away from Business Premises) Regulations 1987 SI 1987 No 2117</li> <li>• Unfair Terms in Consumer Contracts Regulation SI 1999 No 2083</li> </ul> <p>Criminal liabilities</p> <ul style="list-style-type: none"> <li>• Trade Descriptions Act 1968</li> <li>• Administration of Justice Act 1970</li> <li>• Fair Trading Act 1973</li> <li>• Price Act 1974</li> <li>• Consumer Protection Act 1987 (Parts II, III, IV and V)</li> <li>• Consumer Protection (Cancellation of Contracts concluded away from Business Premises) Regulations 1987 SI 1987 No 2117</li> <li>• Consumer Protection (Distance Selling) Regulations 2000 SI No 2334</li> </ul>