

## Sales and Marketing Code of Practice

*Swains Plc Code of Practice for Sales and Marketing of Fixed-Line Telephone Services*

### Introduction and Overview

This code of practice applies to the sales and marketing of services to **domestic and small business customers** ('domestic and small business customer' means a customer or potential customer for the services who is an individual or a small business which has fewer than ten employees or volunteers).

The key objectives of our Code of Practice are:

- i. To show Swains Plc, our agents and representatives ('Swains', 'Us', 'We', 'Representatives') adopt responsible sales and marketing techniques when promoting our products and services.
- ii. To provide customers with protection over and above that provided by customer law.
- iii. To identify what we consider to be good practice in the sales and marketing of our services and to provide reassurance to our customers.
- iv. To avoid mis-selling and misrepresentation both before, and at the point of sale.

All Swains Plc employees, our agents, and representatives are briefed on this code, and the person responsible for compliance with this code is:

Barry Ward, Business Development Manager, Swains Plc,  
Wilson House, Saxon Way, Dersingham, King's Lynn, Norfolk,  
PE31 6LY

Tel: 0845 241 4100

Email: [barry.ward@swainsplc.co.uk](mailto:barry.ward@swainsplc.co.uk)

Copies of this code are available on request by contacting our customer services on 0845 241 4100 or via our website [www.swainsplc.co.uk](http://www.swainsplc.co.uk).

### Status of This Code

Compliance with this code does not guarantee that it complies with any other legal requirement.

Non-compliance with this code does not affect the validity of any contract between the company and the consumer, unless the law states otherwise.

The code had been revised in line with guidelines published by Ofcom, the industry regulator.

### Sales, Marketing, Advertising and Promotional Activity

When marketing our services, Swains Plc, our agents, and representatives will act responsibly and comply with the British Codes of Advertising and Sales Promotion regardless of the approach e.g. TV, radio, press advertising, promotions in shops or shopping centres, post, fax, electronic mail, telephone or in person.

All marketing literature is to be clear, unambiguous, accurate and fair, containing no false or misleading information about price, value or service and not denigrate other companies.

Customer wishes will be respected if 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.

### Recruitment and Sales Training

Swains Plc endeavour to offer the highest level of service and to minimise issues of mis-selling or misrepresentation, by following procedures in the selection, training and remuneration of customer facing staff. The recruitment of sales staff will take into account:

- Behaviour and appearance. We recognise the sales person will represent our agent and Swains Plc and require the highest standards of behaviour and appearance.
- Any evidence of mis-selling or a lack of integrity in any previous selling environment.
- References and relevant convictions for criminal offences will be checked.

Also:

- The applicant must provide proof of National Insurance Number, proof of address and two references (referees cannot be related to the applicant or both be from the same company).
- If a sales person leaves for any reason, a copy of their sales records should be retained for six months. Also reasonable endeavours will be made to retrieve any identification badges and company literature.

We also consider whether applicants are suitable for this type of work and that any remuneration for staff should not encourage misleading or exploitive sales practices.

Swains Plc, our agents and representatives will endeavour to ensure sales staff have sufficient understanding that any relevant advice offered is not misleading. Topics covered include:

- Arrangements for competition of the supply of telecommunications in the UK.
- The different telephone options offered by the company and how these differ from other competitive telecoms products.
- The order process.
- The relevant principles of consumer law.
- Prices, terms and conditions, and in particular payment methods, contract duration and 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.

All sales and marketing employees are aware of the existence of the Codes of Practice available and the procedure for customer complaints.

### Customer Contact

Swains Plc, its agents and representatives primary market is the SME market. We do not approach residential customers.

On making telephone contract, our employees, representatives and agents will immediately identify themselves, state their company name, the purpose of the call and the expected call duration.

Our employees, representatives and agents should be courteous at all times, use appropriate language and offer clear and straightforward explanations. They must offer only factual and accurate information about our services and contract and must not misrepresent our services or those of other companies. If you enter into a contract the representative will check that you fully understand the terms and conditions, and ensure you intend to enter into a contract.

Our representatives will cease contact with anyone who indicates that the contract is not required and at your request, the discussion will be ended immediately.

We will not aim sales or marketing activity at people who are under the legal age for entering into contracts.

Records of sales and marketing activity should be retained for at least six months. Records include the date and the approximate time of the contact with you, and allow us to identify the salesperson(s) who made the call or visit.

### **Entering into a Contract**

Swains Plc will take reasonable steps to ensure the person entering into a contract with us is authorised to sign a contract for services and intends to enter into the contract.

We will also identify who is responsible for the processing and payment of invoices.

Our contract and order forms are designed to ensure that you understand the terms and conditions and nature of the contract. It is the customer's responsibility to review the contract and terms and conditions, prior to their acceptance. A statement of the contractual nature is adjacent to where the customer signs their acceptance.

We will inform you that you have the right to change your mind during the switchover period and that there is no cost for cancellation during this period (except where Swains have incurred charges for the provision of services).

In all cases we will inform you of the following information:

- Confirmation of our company details
- A description of the service you have chosen, including how it works, the cost and payment terms
- Arrangements for providing the service, including how we deal with the order and, as accurately as possible, when it is likely to start
- Your right to cancel, and how to cancel the arrangement
- The minimum period of contract, and minimum contract charges, if any.

Our representatives can provide a full written summary regarding your tariff upon request.

When you sign an order form and enter into a written contract, you will receive a copy of the order form or contract plus information about after sales service and arrangements for termination.

Within five working days of the contract being accepted by Swains Plc you will receive a notification of transfer letter which will identify:

- Date of notification
- CLI(s) affected
- List of services affected
- Date of switchover
- Senders contact details

Orders placed with us by distance-selling methods (such as phone, fax or internet) comply with the relevant distance-selling regulations. As with our order forms, our telephone scripts are designed to ensure that you understand that you are entering into a contract and you will be sent the information detailed above.

In the case of internet orders, a well signposted hyperlink to this information is prominently displayed and the information is readily available for downloading and printing.

Regardless of our method of selling, you may cancel orders and end contracts in writing by fax or by email to Swains Plc.

### **Audit of Contracts**

Our standard procedures are designed to minimise errors or mis-selling on our part when taking orders or making contacts during face-to-face or telephone selling. Representatives will check customers entering into contracts understood and intended them.

Swains Plc carry out regular audits of system, procedures and documentation.

We contact all customers entering into a new contract to confirm that you understand that you have entered into a contract, you are happy to proceed with the contract and are content with the way in which we conducted the sales and marketing. This check is generally incorporated into the order confirmation letter but is always completed not more than five working days after a contract is agreed. This letter included the information as listed above and also provided contact details for any questions.

Where we contact you directly, this is done by a person not involved with our sales and marketing activities, who will tell you who they are.

We will terminate the contract without charge or other penalty to you if we find that you did not understand the contract or it was not what you intended or if it was finalised before the expiry of the switchover period and you wish to cancel.

### **Audit**

Swains Plc will carry out an audit of our sales and marketing procedure.

### **Customer Complaints Procedure**

Complaints about sales and marketing are dealt with under the procedures set out in our Consumer Code of Practice, available at [www.swainsplc.co.uk](http://www.swainsplc.co.uk)

Our complaints procedure sets out how you may complain and what to do next if you believe the complaint has not been dealt with satisfactorily.

You should first direct your complaint to Swains Plc and if we cannot resolve the complaint to your satisfaction, you may contact Otelo.