



Sales & Marketing Code of Practice



Introduction to Atlantic

Atlantic is a division of the 3 Net Media Group, an independent company that delivers telephone, data, mobile and Internet services to customers throughout the UK, including Northern Ireland.

What is this Code About?

All service providers like Atlantic who engage in the sales and marketing for Fixed Line Telecommunications are required by law to establish and comply with a Code of Practice for Sales and Marketing. The purpose of this Code is to give you general information about the way in which we sell our products and services. We want to make sure that we sell our services responsibly and prevent any misunderstandings arising from the information we give you. This Code of Practice applies to all residential and small business customers. A small business is any business which has 10 or fewer employees.

In this Code we tell you what standards of service you can expect from our sales staff and tell you how to complain if you are not satisfied that we have worked in accordance with this Code.

Nothing in this Code affects your rights under the law, nor is this Code a contract between you and Atlantic. If you would like to obtain additional copies of this Code, or a copy in larger print or Braille, please let us know. Our contact details are set out below.

How to contact us:

We have provided our contact details below, should you need to contact Atlantic. From 9:00am until 6:00pm Monday to Friday. You can contact us by telephone, facsimile or email using the details below. For our Total Care Customers, calls made outside of these hours will be taken by our out of hours call centre and responded to the next Working Day.

Address: Atlantic, Unit 1 Silver Birches Business Park, Aston Road, Bromsgrove, B60 3EU

Customer Services Telephone Number (Atlantic):

0333 321 0333

Customer Services Facsimile:

0333 321 3209

Customer Services Email (Atlantic):

care@atlanticplc.co.uk.

Website:

www.atlanticplc.co.uk

Other Useful Contact Information

Our Compliance Manager is accountable for ensuring that we and our agents observe this code, and is also responsible for handling any complaints in relation to this code. You can contact our Compliance Manager in the following ways:-

Address:

The Compliance Manager
Atlantic
Unit 1 Silver Birches Business Park
Aston Road
Bromsgrove
B60 3EU

Email: compliance@atlanticplc.co.uk

Telephone: 0333 321 3327

Facsimile: 0333 321 3209

Our Commitment to You

Atlantic is committed to providing you with the highest quality of service. Our company delivers a wide range of telecommunications services to customers and we make every reasonable effort to supply our services to satisfy your requirements.

We also comply with all of our general obligations at law which relate to consumer protection and with other legislation applicable to our business.

Our Sales, Marketing Advertising and Promotions Practice

Atlantic provides telephone services to residential and small business customers in the UK. Customers join us through active marketing to their premises, over the telephone and through the internet and we are committed to providing responsible sales and marketing practices which comply with this Code and all applicable industry guidelines.

We devise our advertising and promotional materials in compliance with the British Codes of Advertising and Sales Promotion and the Radio Advertising Standards Code. We ensure that our materials contain clear, accurate and unambiguous service and pricing information and do not contain any false or misleading information about price, value or service. We do not denigrate other providers of telecoms services. We will respect your rights not to receive any direct marketing where you have registered with a relevant preference service, such as the Telephone Preference Service or the Fax Preference service or informed us that you prefer not to receive marketing communications from us.

Our marketing campaign records will be maintained for six months, including the date and approximate time of the contact with you. These records will enable us to identify the salesperson(s) involved and help us deal with any complaint or query.

Our Recruitment Practice

We follow strict procedures when we hire and train sales employees or agents who will market and sell our services. While operating within the framework of current employment legislation, we specifically take into account when recruiting sales agents:-

- Behaviour and Appearance - we recognise that the sales person may be seen as the “public face” of the telecoms industry as a whole;
- Security - we thoroughly check and consider all references and relevant convictions for criminal offences; and
- Evidence of miss-selling or any lack of integrity in any previous selling employment.

In addition, we require our sales agents to comply with the following rules:

- The applicant must provide proof of their NI number, proof of address and two references.
- Referees must not be related to the applicant.
- Business referees must not be both from the same company.
- If a sales person transfers to another company, a copy of his or her records will be kept for at least six months.
- Sales agents leaving the company are obliged to return all company property including any materials, contracts and identification badges.

Sales Training

After recruitment, all of our sales employees or agents are trained and tested to ensure that they have a sufficient understanding of the relevant sections of this Code and to ensure that the advice they give is not misleading.

Their training also ensures a good understanding of the following topics:-

- How competition in telecommunications works in the UK.
- What telephone services Atlantic provides and how these may differ from competing telecoms products.
- Atlantic’s ordering process and our customer terms and conditions, particularly in respect of payment terms and methods, prices, contract durations and early termination fees.
- The relevant principles of consumer protection law.
- The nature and cost of any additional services we offer.
- How we handle customer complaints.
- The existence of this Code and the benefits provided.

- How customers can cancel the contract both during the cooling off period which is required by the Consumer Protection (Distance Selling) Regulations 2000, and at any time following commencement of the services we offer.

Remuneration (Payment) of our Sales Agents

We do not structure our remuneration systems to encourage misleading or exploitative sales practices. Our sales agents do receive commission on successful sales, but we set very reasonable and achievable targets and our sales agents are made aware that commission will only be paid in respect of sales where we are assured that our sales, marketing, advertising and promotions practices have been adhered to. Any agencies representing us are obliged to disclose all details of any sales incentive schemes that they offer their staff.

Customer Contact

Our representatives will show discretion when they visit your premises, particularly after dark. We do not visit potential customers before 9am or after 8pm, unless you have asked us to.

We will not call you before 8am or after 9pm, unless you have asked us to.

Our representatives, will wear identity badges that clearly displays the name "Atlantic" together with the representative's full name, recent photograph, a unique identification number for that representative and an expiry date for the badge. A Braille version of this badge will be carried by our representatives at all times and they will make this available to you on request. The identity badges will not be hidden by clothing or anything else.

Our representatives will be courteous, use appropriate language and offer clear and straightforward explanations. They will use only materials we have approved to explain our services to you. Our representatives will not misrepresent the services that we offer to you. They will check that if you enter into a contract with us, you understand and intend to do so.

Our representatives will immediately identify themselves and our company, and explain the purpose of their visit or call and the expected visit or call duration.

Our representatives will cease contact if you indicate that the contact is inconvenient, unwelcome, inappropriate or too long.

Contracting with Atlantic

When you contract for our Services our representatives or agency representatives will check that you understand that you are entering into a contract with us to arrange for an alternative provider for your telephone service.

We will send you a letter telling you about the details of the transfer (including such details as the date of the switchover and the list of services affected/unaffected). This will be sent by email if you enter into your contract with us via our website and have confirmed that you wish all future correspondence to be sent by email. In this letter or email, we will confirm that you understand that you have entered into a contract with us, that you are happy to proceed, and are content with the way in which we conducted our sales and marketing activity. If it is found

that you no longer want us to be your telephone service provider and you wish to cancel the contract with us, you may do so without any charge within the first 10 working days.

Our contract forms (on our website and in printed form) make it clear that when you sign up for our services you are entering into a contract with us.

We will take all reasonable steps to ensure that the person entering into the contract is eligible and authorised to do so. We will take all reasonable steps to ensure that we do not direct sales or marketing activities at people who we believe to be under the legal age for entering into contracts. We do not pursue sales presentations to vulnerable customers (e.g. those who are elderly or whose first language is not English). We will not approach people in sheltered housing, nursing homes nor residential care facilities without first making contact with the person in authority there. You may enter into a contract with us in three separate ways:-

- In writing when you meet face-to-face with one of our representatives;
- Verbally (when you agree over the telephone to take our services); and
- By signing up on our website (www.atlanticplc.co.uk).

When we ask you to enter into a contract with us, our representative will provide you with the following information:-

- Our name, address and telephone number;
- Fax and email contact details;
- A description of our service and details on how it works;
- Information about major elements of our services, including our fixed and variable costs, line rental and payment terms;
- The arrangements for providing you with the services you have ordered including how we will deal with your order and when the service is likely to start (we will advise you if there is going to be any significant delay to the start date);
- Your rights of cancellation;
- Minimum contract terms, early termination payments;
- How long our charges remain valid for.

We do business on our Contract Terms and Conditions, a copy of which is available on request from our Customer Services Team or via our website:

www.atlanticplc.co.uk

If you sign a contract face to face with our representative, we will give to you (either at the same time or within 5 working days) a copy of that contract, and written details of our after-sales services or guarantees, and how to terminate the contract (unless these details were

previously supplied in writing before the contract). If you enter into a contract with us over the internet, you will find a well sign-posted hyperlink to this information, and this information can be easily downloaded or printed.

Audit

We carry out regular audits of our systems, procedures and documents to ensure we comply with our Codes of Practice.

Cancellation

You may cancel your order with us to provide telephone services, without charge or other penalty, at anytime within 10 working days of the Order being placed. Once we have started the provision of our service to you, we will notify you of the "Switch Over" date by letter following receipt of your order. The Switch Over Date is the date on which we start providing the service to you, and this will be at least 10 working days from the date of your order.

You may notify us of your wish to cancel, as set out above, by writing to us, or telephoning us using the contact details in the "How to Contact Us section". After the 10 working days, termination charges may apply if you terminate without cause before the end of any minimum contract term you have agreed to. Details of such termination charges are set out in the Contract Terms and Conditions.

Complaint Procedure

Should you have a complaint about our service, in the first instance please contact our Customer Support Team on 0333 321 0333, alternatively you may write to us with your complaint to the address given in the "How to Contact Us" section of this Code. All complaints are treated very seriously and we operate the following complaints procedure in order to resolve issues as quickly as possible to everyone's satisfaction.

Our Customer Service Advisors will try their best to resolve the problem while you are still on the line, but if this is not possible, they will agree a course of action with you. If you are not happy with the way your complaint has been handled by a Customer Service Advisor, please ask to speak to the Manager of the Customer Support Team who will endeavour to resolve your complaint.

In the event that we cannot resolve an outstanding issue/dispute or we have reached a deadlock situation, or the issue has been outstanding for 12 weeks, you may then go through our alternative resolution scheme detailed below.

Atlantic is a member of the Telecoms Ombudsman 'Otelos' who are an Ofcom recognised organisation and whose purpose is to resolve such situations. If Otelos decides your complaint is justified, we will honour this decision and put things right for you. Otelos provides an independent dispute resolution procedure for customers who remain dissatisfied with the final outcome of their complaints. Otelos can be contacted at:

PO Box 730
Warrington
WA4 6WU

London
SE1 9HA

Telephone: 0845 0501614

Fax: 0845 50501615

Website: www.otelo.org.uk

Our services are regulated by the Office of Communications (Ofcom). If you wish to contact Ofcom their contact details are below.

Ofcom

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

Telephone: 0845 456 3000

Website: www.ofcom.org.uk

Services for customers who are older or who may have a Disability

We are committed to helping our customers to communicate easily, if you have difficulties reading your bill we can arrange for copies of the bills in large print, audiotape or Braille.

This Code of Practice does not affect in any way your legal rights as a customer, nor does it form part of any contract between you and us.