



## National Business Communications Code of Practice

Guide: *National Business Communications, hereafter, NBC*

### Contact Details of Related Organisations

**OFCOM**, Riverside House, 2a Southwark Bridge Road, London, **SE1 9HE**.

Tel: 020 7981 3000/ 0845 456 3000. Website: [www.ofcom.org.uk](http://www.ofcom.org.uk)

**CISAS**: Centre for Effective Dispute Resolution, 70 Fleet Street, London, **EC4Y 1EU**. Tel:

020 7421 7432 Website: <https://www.cedr.com/consumer/cisas>

**CITIZENS ADVICE** Myddleton House, 115-123 Pentonville Road, London, **NI 9LE**.

Tel: 020 7833 2181 Website: [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) Additional Information.

### About NBC & Our Services.

National Business Communications is a business telecoms provider and utilities broker.

Our services include and are not limited to Fixed line telecoms, Hosted & SIP, Broadband, Fibre, PDQ and Merchant services. Through partnership, we also directly source Gas & Energy, Water management and Business Insurance solutions.

The team are at hand to assist you with identifying the best priced and highest quality services available to your business.

NBC has been formed with the basic objective of reducing business telephone call charges and business utilities billing, also providing a better-managed business service. In pursuit of this objective, NBC operates under the following Code of Practice, the purpose of which is to provide a clear framework to ensure good practice and responsive selling, and to help customers understand our service and the behaviour to be expected.

### The Purpose of Our Code of Practice.

The Code informs you about our products, services, and to show you that NBC adopts responsible best practice selling techniques when marketing our fixed line-telecommunications services; To help our customers and potential customers understand our services and the behaviour to be expected from our representatives; to show that we provide our customers with the highest standards of protection and in line with consumer law. Also, to set out clearly what is good practice in the sales and marketing of our services, as reassurance to our customers.



The Code applies to the sales and marketing of our services to small business customers and covers all aspects of the sales process. We aim to avoid mis-selling and misrepresentation and to ensure that you fully understand the services and the terms of the contracts we offer you.

Our sales, marketing staff and agents are briefed on this code and we routinely monitor compliance with it. If you feel that any representative of NBC has breached the terms of the code, please report your concerns to our compliance officer:

**Julie Gray**

Phone: **01322 466 308**

Email: **[compliance@nationalbc.co.uk](mailto:compliance@nationalbc.co.uk)**

Mail: **National Business Communications, First Floor Office Suite, Persimmon House, Anchor Boulevard, Crossways Business Park, Dartford, DA2 6QH**

Copies of this code are available free of charge in various formats on request, including via our website [www.nationalbc.co.uk](http://www.nationalbc.co.uk). The Code has been prepared in line with guidelines published by Ofcom, the industry regulator, on 15th May 2006.

### **Sales, Marketing, Advertising and Promotion**

This code shall apply to our actions when involved in the sale or marketing of Fixed Line Telecommunication Services, to small business customers. NB. Small business customers are those who employ 10 or fewer people.

Regardless of the way in which our sales and marketing activities are conducted, we act responsibly and compliantly. It is acknowledged that some customers may not wish to be approached in some instances. NBC undertakes to respect the wishes of its customers and not to approach potential customers that have registered with any Preference Services including the Mailing Preference Service, the Telephone Preference Service, the Fax Preference Service and the E-mail Preference Service. We are pro-active in ensuring customers are aware of and registered if they wish with such relevant Preference Services.

We make customers aware of and promote our services by various methods. In all cases, we act responsibly and try to comply with relevant legislation.

In addition, all our advertising and promotional activity keeps to the principles of the British Codes of Advertising and Sales Promotion. We ensure that all advertising, promotional literature including our website is clear, unambiguous, accurate and fair, does not contain false or misleading information about price, value or service and does not denigrate other companies.

### **Staff – Recruitment and Sales Training**

NBC will always endeavour to recruit the most specifically skilled staff for all areas of the business, thus ensuring that all tasks and duties are carried out without let, hindrance and to the best of our ability. In turn, all staff will be trained in product, services, values and other specific areas. Before offering employment, all our staff are fully vetted. In addition to standard security checks (proof of identity, i.e.



passport, proof of address and if appropriate visa status/right to work), each applicant must provide proof of NI number, and references, which cannot be from relatives, from members of the same business or more than three years old. Whilst checking the references and backgrounds, previous employers are specifically asked if the potential employee has ever been involved in instances of mis-selling or if their behaviour has ever led to questions regarding their integrity being asked. Should any criminal convictions be highlighted during the checking process, the nature of these will be taken into consideration when deciding whether to offer employment.

NBC recognises that all sales staff are deemed to be the public face of the company and indeed the industry at large. As such, account is taken of each candidate's behaviour and appearance. We also ensure that any sub-contractors and third-party agents/agencies (current, or future) use equivalent selection and training procedures. We train our sales and marketing employees to ensure they have a good understanding of our services and of industry practice generally and do not give our customers inaccurate or misleading advice.

We also ensure that our sales staff are familiar with the relevant aspects of consumer protection law, the content and interpretation of this code and the benefits it provides to customers.

Where applicable and if visiting or meeting in person, they will show you a form of ID relevant to the business. Similarly, for representatives that contact customers via introductory telephone calls, they are trained to be courteous, to use appropriate language and to offer clear and straightforward explanations. They must offer only factual and accurate information about our services and contracts and must not misrepresent our services or those of other companies. They must check that if you enter into a contract you fully understand the terms and are sure that this is what you want to do.

Our representatives will cease contact with anyone who indicates that the contact is inconvenient, unwelcome, inappropriate or too long. At your request, the discussion or contact will be ended immediately.

To ensure we maintain these standards, we keep the records of our sales and marketing activity for at least six months. Records include the date and the approximate time of the contact with you. To help us deal with any complaints or queries, all such records clearly identify the salesperson(s) who made the call or visit.

### **Entering into a Contract**

We check that the person entering into a contract with us is authorised to sign a contract for services and be responsible for bills at the premises in question.

Our agents are trained to conduct strict, verbatim, verbal verification with the authority, to place and proceed with an order. The verification is an absolute expectation on every call that proceeds to an order it is made completely clear that an order is being placed and designed to ensure that you understand that you are entering a contract.

We will tell 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.



**In all cases we will give you the following information:**

confirmation of our company's identity and full contact 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, where possible, when it is likely to start; your right to cancel and how to use it; how long the charges will remain valid; and the minimum period of contract, and minimum contract charges, if any.

Our representatives have a full summary of our tariffs, which you can ask to see.

Where our representative meets you in person, they will give you the information in writing. When you sign an order form, or enter into a written contract, you will also get a copy of the order form or contract, as well as information about any after-sales services or guarantees and arrangements for ending the contract.

You will get this information at the same time as you sign, or within 5 working days, unless you received it in writing before signing the contract.

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

Internet orders are not currently taken and any communication via the website, social media platforms and online advertising will be treated as a tentative enquiry about products and services, until such time that the enquirer is contacted and there is a complete understanding of the nature of the communication. Any advancement, leading to an order being requested, will be dealt with in the same manner as a telephone order, with confirmation and a full verification conducted and that it is completely understood by both parties, that an order has been placed and a contract for products/services has been agreed, with the regular process of contract length, price, confirmation of authority, customer details and other such relevant criteria being confirmed.

Regardless of our method of selling, you may cancel orders and end contracts by

Phone: **01322 466 308**

Email: **info@nationalbc.co.uk**

Mail: **National Business Communications, First Floor Office Suite, Persimmon House, Anchor Boulevard, Crossways Business Park, Dartford, DA2 6QH**

**Contract Review**

Our standard procedures minimise the risk of errors or mis-selling on our part when taking orders or making contracts during face-to-face or telephone selling.

We confirm orders by sending a confirmation of order letter/email to the customer in accordance with the industry-agreed process. The letter, which is clearly dated, gives details of the transfer, including the date of transfer, and information on any services and features which may be affected by the transfer. The



letter also provides contact details for any questions. ***It is the customers responsibility to contact NBC to notify us, should the letter/email not have been received within seven days of issue.***

We endeavour to contact all new customers within their industry standard cooling off period (ten working days) to confirm that there is an absolute understanding that they are entering into a new contract to confirm that you understand that you have entered into a contract, are happy to proceed with the contract and are content with all procedures. Any such agreement will be followed by a confirmation of order letter, sent electronically to the customer, with a complete breakdown of all agreed products and services.

This check is generally incorporated into the confirmation of order letter but is always completed within five working days after a contract is agreed. Where we contact you directly, this is done by a nominated authority/person not involved with the direct sale.

We will terminate the contract without charge or other penalty to you, on the occasion that it may be proved without reasonable doubt and with evidential proof 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. The customer will be advised of an internal investigation to verify any such claim, by reviewing recorded calls, documentation and other such agreements made between the customer and NBC to legitimise all claims. We keep our contract procedures under review and take steps to prevent the recurrence of any problem identified through audit (see below).

## **Legislation**

NBC will, always, comply with all relevant legislation and fulfil our legal obligations.

## **Audit**

As part of our continuing commitment to provide an efficient service, all contracts will be audited prior to processing. They will be checked for errors and to ensure that the contract was properly entered. Additionally, regular audits of systems, procedures and documentations will be carried out.

## **Customer Complaints Procedure**

NBC is committed to ensuring that this code is always followed. However, should a customer wish to make a complaint about our sales and marketing activity, we can be contacted via the details set out above, to the Compliance Officer.

NBC's aim is to investigate and resolve complaints within three months after first receiving notice of the complaint. However, if the customer is not satisfied with the outcome of investigation, they can ask for the matter to be escalated to a senior manager. If they are still not satisfied with the way NBC have dealt with the complaints, the customer may be able to refer the matter to CISAS. CISAS are an independent



body who provide a dispute resolution service to our business customers. Please see contact details for said authority above.

Any complaints about any level of our service will be dealt with in accordance to the information given above and treated in the utmost impartial and non-biased manner. All staff and representatives are not only aware of the existence of this code, but are also trained on the details of it, and will inform customer of the existence of this code.

This code is designed to comply with Ofcom regulations relating to Telecom: Direct Sales and Marketing, as required by the Communications Act 2003.

All providers who engage in sales and marketing for fixed line Telecom Services are required under General Condition 14.3 to establish a code in accordance with Ofcom guidelines and comply with the provisions of the code.

**NB.** Compliance of the codes does not guarantee compliance with any legal requirements. Also, non-compliances with the code do not affect the validity of any contract between the parties, unless otherwise provided for by law.

Copies of this code are available free of charge in various formats on request, including via our website [www.nationalbc.co.uk](http://www.nationalbc.co.uk). The Code has been prepared in line with guidelines published by Ofcom, the industry regulator.

## **Publication date June 2018.**

This document may be subject to change to compliment changes with industry regulators and internal processes at National Business Communications. If you have accessed this document via the website and you are unsure of any of the content, then please call us on: 01322 466 308 immediately. National Business Communications will endeavour to update all online content within five working days of any changes made, stipulating amendments, the reasons for change and dates applied.