

Rainbow Telecom Sales & Marketing Code of Practice

For Fixed Line Telecoms

1. Introduction and Overview

1.1 This Code of Practice is published by TSI (Ireland) Ltd trading as Rainbow Telecom (“Rainbow Telecom”). TSI (Ireland) Ltd is registered in Northern Ireland under registered number NI34069, registered office; Maneely McCann Accountants, Lamont Buildings, 44 Stranmillis Embankment, Belfast, BT9 5FL.

1.2 This code only deals with the selling of Fixed Line Telecoms to small business customers and does not affect the marketing or sale of other services.

1.3 This Code does not form a contract between you and Rainbow Telecom, it simply states that Rainbow Telecom will endeavour to offer their Small Business Customers standards of protection over and above those provided by existing UK Law.

1.4 Rainbow Telecom’s main aim is to avoid issues arising before, during and at the point of sale. It is our aim to avoid instances of mis-selling and misrepresentation and therefore this Code is designed to help Customers understand the standards of service and behaviour to be expected from Rainbow Telecom.

1.5 Rainbow Telecom will also endeavour to ensure that customers have a full understanding of the services offered and that they have had sight of the relevant terms of any such contracts they might enter into.

1.6 A copy of Rainbow Telecom’s standard terms can be found on its website: www.rainbowtele.com

1.7 Rainbow Telecom will provide a copy of this Code to new customers, free of charge, if requested and will also make it available on their website.



2. Sales, Marketing, Advertising and Promotion

2.1 Rainbow Telecom will act responsibly and comply with this Code in connection with promoting, marketing and selling fixed-line telecommunications services and always within Ofcom guidelines.

2.2 Customers' wishes will be respected where they have registered with any relevant preference service.

2.3 Rainbow Telecom will ensure that its advertising and promotional material is clear, unambiguous, accurate and fair, containing no false or misleading information about price, value or service and, in particular, does not denigrate other Providers.

3. Recruitment and Sales Training

3.1 Rainbow Telecom follows appropriate procedures for the selection of staff involved with direct contact with Customers for the purposes of Sales and Marketing activity.

3.2 It is in Rainbow Telecom's interests to ensure that all of its representatives and other customer facing staff are properly trained.

3.3 With this in mind, and whilst operating within current employment legislation, our recruitment procedures pay particular attention to:

Behaviour and appearance, recognising that the sales function may be seen as the public face of the company.

Security, ensuring that appropriate references are sorted and checked prior to employment.

Any available evidence of mis-selling or lack of integrity in any previous selling employment.

3.4 Rainbow Telecom requires sales staff to be trained, so that they have sufficient understanding, and that any relevant advice given by such person is not misleading. Such training will cover the following areas:



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Who Rainbow Telecom are:

An in-depth explanation of the different telephone products and services provided by Rainbow Telecom and how these differ from other competitive telecoms products and services.

The prices charged by Rainbow Telecom and its other terms and conditions of services and, in particular, methods of payment, duration of contract, termination and any fees due on termination.

The process for ordering the telephone service.

The relevant principles of Consumer Protection law.

The nature and cost of any additional Rainbow Telecom services, if required.

An explanation of this Sales and Marketing Code of Practice.

Complaint handling procedure

3.5 Rainbow Telecom's Sales Manager is responsible for ensuring that the company and its representatives observe this code.

3.6 Complaints will be handled by Rainbow Telecom's Customer Service department on 0800 018 8082.

3.7 Rainbow Telecom's remuneration systems are structured so as to positively discourage misleading or exploitative sales practices.

4. Customer Contact

4.1 At Rainbow Telecom we endeavour to minimise the inconvenience that might be caused when making contact with prospective customers. Our sales representatives should clearly identify themselves as representing Rainbow Telecom. They should be courteous and should provide clear explanations, ensuring that all information provided is factual and accurate.

4.2 Representatives will not misrepresent the services being offered. Representatives will check that customers



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entering into contracts understand the contract and intend to enter into a contract with Rainbow Telecom.

4.3 Representatives will cease contact with anyone who indicates that the contact is inconvenient, unwelcome, inappropriate or too long.

4.4 Rainbow Telecom will not abuse the trust of vulnerable customers.

5. Entering into a contract – Information, Order Forms and Contracts

5.1 Rainbow Telecom will take reasonable steps to ensure that the customer representative entering into the contract is authorised to enter into the contract for services.

5.2 Rainbow Telecom's order forms and contract forms are designed to make it clear that the Customer is signing a legally binding contract.

5.3 Where a direct approach to the Customer takes place, the Customer will be given the information set out in this paragraph in a clear and comprehensible manner:

All essential information including Rainbow Telecom's contact details.

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 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.

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, and the minimum contract charges.

5.4 Customers will be made aware of the existence of this Code and provided with a copy free of charge, on request.

5.5 If a Customer signs an order form, or enters into a written contract, the Customer will be given a copy of the order form or contract, as well as the following details in



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writing either at the same time or within 5 working days, unless previously supplied in writing prior to contract:

Information about any after-sales services or guarantees.

Arrangements for the termination of the contract

5.6 Customers may cancel orders in writing, by fax or by e-mail and terminate contracts subject to Rainbow Telecom's standard terms and conditions.

5.7 Rainbow Telecom will send a letter to the customer within ten working days of being advised of switch over date, informing the customer of the details of the transfer, and :

- Date of Notification.
- CLI(s) affected.
- Date of switchover.
- Rainbow Telecom contact details for any queries.

6. Consumer Protection and other Legal Requirements

6.1 Rainbow Telecom's business procedures comply with all applicable legislation.

7. Audit of Contract

7.1 Rainbow Telecom procedures have been developed to minimise the risk of errors or mis-selling when taking orders/making contracts during face-to-face or telephone selling. Representatives will check that customers entering into contracts have understood and intended to sign a contract, and will carry out regular audits of systems, procedures and documentation.

7.2 Audit contact may either be as part of the mandatory customer 'notification of transfer' letter referred to in paragraph above or through a separate process. Audit contact will be made by a person not involved with Rainbow Telecom's sales and marketing activities.



8. Customer Complaints Procedure

8.1 Rainbow Telecom's internal procedures for handling customer complaints include those relating to sales and marketing activities. Rainbow Telecom staff and representatives who deal directly with Customers are aware of this procedure. They will inform Customers of the existence of the Rainbow Telecom complaints procedure on first contact.

8.2 The 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.

8.3 In addition Customers may use the Rainbow Telecom dispute resolution arrangements with the Office of the Telecommunications Ombudsman (OTELO).

9. Distributing the Code: Creating Awareness

9.1 This Code is available to Customers on request, free of charge, and in a reasonable range of formats.

9.2 This Code will also be available on Rainbow Telecom's website, www.rainbowtele.com

Fixed Line Telecom's refers to Carrier Pre-Selection and Wholesale Line Rental. "Small" defined as organisations with less than 10 employees.