

# swcomms - Code of conduct

## Code of practice regarding complaint handling and dispute resolution

The following codes of conduct follow recommended OFCOM guidelines:

### 1. Who we are and what do we do?

We are South West Communications Group Ltd, known as **swcomms**

We supply communications solutions to business customers only. This includes the provision of line rental, minutes from both fixed and mobile telephones, internet connectivity, cloud-hosted telephony and all the ancillary products and maintenance services that service providers supply to their business customers within an agreement.

Because services can often be tailored to the needs of individual customers, then the best way of explaining what **swcomms** can offer is to contact us directly. Contact details are listed below.

### 2. The purpose of this code

The purpose of this code of practice is to inform **swcomms** customers about some basic facts concerning **swcomms** that we believe will be helpful to the majority of people.

### 3. General philosophy

Our business model is that we only do business with business customers and not the general consumer. Our intention is to offer value and peace of mind based on mutually obliging and beneficial term agreements.

### 4. Range of services

Our services:

#### Access to services

Information and access to all our services can be obtained either by telephone, e-mail or letter by using the contact details below. In general, any service provided by BT can be supplied by **swcomms**, but please always ask about availability first.

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Services will be provided under a customer instruction and this includes entries into the Phone Book for example.

### Pricing information

Because we regularly review our prices in light of the competitive market, then we always recommend customers contact us for the most up to date tariff and pricing details. Contact details below.

### Contract details

We only use term contracts to suit the needs, security of pricing and supply for our customers. Various initial terms from one-year upwards are available and the initial term of any contract is clearly identifiable above the signature line of the agreement. Contracts can be terminated at the expiry of any initial or subsequent term by giving 90 days' notice. Contracts renew for annual periods to ensure continuity of supply for the customer. **swcomms** do not charge any termination fees when the initial term and correct notice has been completed.

### Billing details

We bill once a month at the start of each month for the previous month's calls, miscellaneous services and the next month's rentals. A summary invoice is provided to the customer and a full itemisation of your bill is freely available by Netview from a secure part of our website – that customers can access by using their own user name and password. Payment is by direct debit usually on or around the 20th of the month. Contact details for any billing queries is 01392 319319.

## 5. Customer service

We aim to be as helpful as possible and will respond to any posted instruction from a customer (none can be accepted verbally) within 10-working days of receipt.

All complaints should be sent to our postal address for the attention of the customer services department. You will receive a response within 10-working days of receipt.

If a dispute arises from any complaint, then the matter is automatically escalated to the commercial manager's office for a mutually agreed resolution if possible. The commercial manager's office will be pleased to liaise with any party to help resolve the problem. Where **swcomms** is in breach of any contractual obligations then compensation claims will only be considered on the basis of actual and demonstrable financial loss incurred as a direct consequence of any breach. As a matter of goodwill without prejudicing the position of **swcomms**, all reasonable and proportional customer claims are given due consideration but no indirect consequential or third-party losses are able to be included in any settlement.

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**swcomms** can also work with customers on business continuity proposals as a means to proactively manage and reduce the costs of potentially damaging risks to the customer.

**swcomms** uses the alternative dispute resolution mechanism provided by the telecommunications industry Ombudsman. If a complaint remains unresolved after 12-weeks from receipt of a letter of complaint from a customer, then the customer can refer to the Communications Ombudsman. A customer can refer a complaint to the Communications Ombudsman if **swcomms** writes a letter to the customer saying that the issue has reached a “deadlock”. The Communications Ombudsman is an independent service and contact details are below.

Sales, pricing and cancellation queries are dealt with in accordance with the agreement signed by the customer for the term agreed and shall be addressed within 10 working days of receipt or written correspondence.

Faults should be reported on 0844 871 2001 and customers enjoy a two-working day response time.

Although we cite the above response times for customer service matters, we always try and better these service levels.

### **6. Customer rights and obligations**

All contractual rights and obligations are listed in our agreements for the provision of our services. We do not provide services except in accordance with these terms. Copies are freely available on request.

If a customer has not paid their bill when it is due then we will send reminders. If a customer still does not pay or contact us to agree revised payment terms, then we will contact the customer confirming a disconnection date unless the customer contacts us with an acceptable payment date. Contact details for any billing queries is 01392 319319.

Any customer information is regarded as being privileged and shall not be released to any other people unless instructed by a customer or other legislative authority.

### **7. Compensation policy**

Any compensation claim where a liability can be established that is not excluded by the terms and conditions of any specific contract affecting services, then **swcomms** will seek to adopt the same compensation policies and frameworks

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as those published by BT Retail and BT Wholesale. As an industry standard for such matters, this includes the service provision of telephone lines, broadband and non-geographic numbers (or similar, including number porting).

### **8. Communication with customers**

We communicate with our customers in many different ways. In direct ways such as the telephone, post or with our sales staff, or via indirect channels such as our website and any media in general.

If you do not like the way we contact or communicate directly with you, then please just write to our customer services supervisor and we will make the necessary changes by amending our data accordingly. All customer data remains confidential is not released to any other people.

### **9. Social responsibility**

Our organisation likes to provide equal opportunities for access to our services by all business customers whilst also being as mindful as possible towards environmental considerations.

To help victims of users that may abuse our services then we will work closely with any authority (including BT and the Police) that may assist in the prevention of this abuse.

We implement various equal opportunity policies we have in place and these are freely available for inspection.

### **10. Approval and review of the code**

We will review our codes of conduct on a regular basis and we will seek the approval of OFCOM if we make any major changes.

### **11. Contact details**

You can contact us as follows:

SWC Cloud Services Ltd  
Communications House  
Moor Lane, Sowton  
Exeter  
EX2 7JF

Telephone: 01392 319319

Email: [swc.cloudservices@swcomms.co.uk](mailto:swc.cloudservices@swcomms.co.uk)

Web: [www.swcomms.co.uk](http://www.swcomms.co.uk)

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The following may also be of assistance:

**OFCOM** (the regulator for the communications industry)

Riverside House  
2a Southwark Bridge Road  
London, SE1 9HA

Telephone: 0845 4563000

Web: [www.ofcom.org.uk](http://www.ofcom.org.uk)

**PhonepayPlus** (the regulator for Premium Rates Services)

Clove Building  
4 Maguire Street  
London, SE1

Telephone: 0800 500 212

Web: [www.phonepayplus.org.uk](http://www.phonepayplus.org.uk)

**Ombudsman Services: Communications**

PO Box 730  
Warrington  
WA4 6WU

Telephone: 0330 440 1614 or 01925 430049

Email: [enquiries@os-communications.org](mailto:enquiries@os-communications.org)

Web: [www.ombudsman-services.org](http://www.ombudsman-services.org)

**SWC Cloud Services Ltd**

**Code of practice regarding complaint handling and dispute resolution**

The following code of conduct follows recommended FSA guidelines:

### **1. Who we are and what do we do?**

We are SWC Cloud Services Ltd.

We supply finance solutions to business customers only when buying from **swcomms**

### **2. The purpose of this code**

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The purpose of this code of practice is to inform SWC Cloud Services customers about some basic facts.

### 3. General philosophy

Our business model is that we only do business with business customers and not the general consumer.

Our intention is to offer value and peace of mind based on mutually obliging and beneficial term agreements.

### 4. Range of services

Our web site is continually updated with the range of services we can provide. Please visit [www.swcomms.co.uk](http://www.swcomms.co.uk).

### 5. Customer service

Customer services can be contacted for general enquiries, cancellations, small orders or complaints on 01392 315315 or [customer.services@swcomms.co.uk](mailto:customer.services@swcomms.co.uk).

We aim to be as helpful as possible and will action any written or emailed instruction from a customer (none can be accepted verbally) within 2 working days of receipt.

If you wish to make a complaint, please contact us by phone in the first instance by calling customer services on 01392 315315, or you may want to write to us quoting your agreement number or email your complaint letter to [customer.services@swcomms.co.uk](mailto:customer.services@swcomms.co.uk). We will endeavour to resolve your complaint quickly once you have contacted us.

We will acknowledge your complaint within five working days. If we need to investigate your complaint further to respond fully, we will tell you and will keep you fully updated.

If you are unhappy with the response you receive you may appeal in writing to Miss K Oakden, commercial manager. We will send you a final response letter by the end of eight weeks after we received your complaint. This will give our final view on the issues raised in your complaint and say whether we:

- Accept the complaint and – where appropriate – are offering redress (compensation, apologies or other action); or
- Are offering redress without accepting the complaint; or
- Reject the complaint (giving reasons why we are doing this); or
- Explain that we are not able to provide you with a final response

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within the eight-week period, give the reasons for the delay, and tell you when we expect to give you a final response.

In the event of a dispute needing independent adjudication, then **swcomms** will submit an application under the independent small claims procedure. Costs under this mechanism are determined at the adjudication hearing following its conclusion.

### **6. Customer rights and obligations**

All contractual rights and obligations are listed in our agreements for the provision of our services. We do not provide services except in accordance with these terms. Copies are freely available on request.

If a customer has not paid their bill when it is due then we will send reminders. If a customer still does not pay or contact us to agree revised payment terms, then we will contact the customer confirming any action being taken.

Any customer information is regarded as being privileged and shall not be released to any other people unless instructed by a customer or other legislative authority.

### **7. Communication with customers**

We communicate with our customers in many different ways. In direct ways such as the telephone, post or with our sales staff, or via indirect channels such as our website and the media in general.

If you do not like the way we contact or communicate directly with you, then please just write to our customer services supervisor and we will make the necessary changes by amending our data accordingly. All customer data remains confidential is not released to any other people.

### **8. Social responsibility**

Our organisation likes to provide equal opportunities for access to our services by all business customers while also being as mindful as possible towards environmental considerations.

### **9. Approval and review of the code**

We will review our code of conduct on a regular basis.

### **10. Contact details**

You can contact us as follows:

SWC Cloud Services Ltd

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Communications House

Moor Lane, Sowton  
Exeter, EX2 7JF

Telephone: 01392 319319

Email: [swc.cloudservices@swcomms.co.uk](mailto:swc.cloudservices@swcomms.co.uk)

Web: [www.swcomms.co.uk](http://www.swcomms.co.uk)

To contact the Financial Ombudsman (the ombudsman for the industry) please refer to:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Code of Conduct for sales & cancellation processes (network products)**

#### **Initial contact:**

Initial contact is made with the customer, usually by phone, to establish potential customer requirements and opportunities for **swcomms** to provide service and billing in the following network product areas:

- Horizon cloud services
- Minutes
- Lines
- ADSL, FTTC, etc
- Mobile voice
- Mobile data
- Number translation services (NTS)

If a requirement is established then a customer meeting or further phone call is scheduled.

#### **The sales meeting/phone call:**

The meeting is designed to build on the rapport established in the initial phone call and to explore more fully the customer's requirements and the potential benefits to them in using our services.

#### **Clarifying the requirement:**

Having established a requirement for a service we outline our proposal to meet the requirement. This proposal will contain a quote which references not only the services offered but also the costs involved and the initial term.

#### **The sign-up:**



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The customer completes the sales paperwork which contains the quote, the agreement, the terms and conditions and a direct debit. Charges are detailed as is the initial term of the agreement.

Processing:<sup>[1]</sup><sub>[SEP]</sub> The signed paperwork is handed by the sales person to the sales manager along with all internal paperwork for processing. This is then checked for accuracy and appropriateness and is signed as acceptable by:

- Sales admin/manager
- Sales director

If deemed acceptable the agreement is then passed to project management for implementation. Only when the agreement is fully implemented can the agreement be regarded as accepted in full by **swcomms**.

### **Cancellation process:**

Customers are required to provide written notice of cancellations to Communications House by registered post to ensure there is no confusion about delivery of cancellation notices to **swcomms**. Customers should always check the agreement properly first to make sure the terms of the agreement are properly complied with.

**swcomms** will also review agreements to check if a customer has purported to cancel an agreement even if a written notice has not been received.

In both cases the contract is reviewed to establish if the customer has given the correct notice and/or discharged the customer's obligations of sufficient notice, the initial term or subsequent annual renewal (that occurs automatically to ensure continued service).

If the customer's obligations have not been completed then a contract settlement invoice may be generated in respect of the breach of contract for immediate payment by the customer.

### **Provision of cancellation information for broadband and mobile phones:**

To migrate a mobile phone to another service provider you will need a PAC code (porting authorisation code) to give to your new provider. This will be provided to the customer on receipt of a correctly presented termination notice. If there is any termination, agreement or account problems to resolve then this may delay the process.

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To migrate a broadband connection to another service provider you will need to liaise with the new provider. The new provider will manage the process. This will be provided to the customer on receipt of a correctly presented termination notice. If there is any termination, agreement or account problems to resolve, then this may need to be concluded.

PAC codes should be used as quickly as possible as they do expire. Once a PAC code has been provided to the customer or new supplier, then **swcomms** has no influence on the subsequent transfer process.