



Incom-CNS Group CODE OF PRACTICE

Including our Basic Code of Practice and our Code of Practice for Premium Rate Services and NTS calls

Part 1 – Incom-CNS Group Ltd Basic Code of Practice on for Domestic and Small Business Customers

Introduction to our company and services

Incom-CNS Group are two independent companies, that deliver communications services to domestic and business customers. While we may not provide all the component parts of our services ourselves, we do take responsibility for the services delivered to you. So, we will liaise with our suppliers to ensure that any problems with their services are resolved promptly.

Purpose of this Code of Practice

This code informs you about our products, services, customer-care policies and where to find information about our charges and terms and conditions. This Code of Practice is published on our website at <https://incom.co.uk>. Additional copies are available on request and free of charge to any domestic and small business customer.

How to contact us

Please contact our Customer Service Team

By phone:

From 08.30 am till 5pm Monday to Friday excluding bank holidays

Please call

- 0161 788 0000 option 1

By email: incomservice@incomtele.com

By letter: Incom-CNS Group, Clarendon House, 24 Clarendon Road, Eccles, Manchester, M30 9AL

Website: www.incom.co.uk

Our commitment to you

We are committed to giving you the highest quality of customer service. When we purchase our services from wholesale providers, we choose those providers carefully to ensure that you get a high-quality service. We make every reasonable effort to supply services that satisfy your requirements. We work to all relevant laws and regulations.

Our products and services

- Landline telephones
- Landline calls
- ISDN – digital telephone lines
- Broadband access
- VoIP & IP telephony services
- Intelligent Call Routing
- Internet
- Mobile telephone and data services
- Equipment and maintenance service



For more details on any of our products and services, or to place an order immediately, please contact our Customer Service Team on 0161 788 0000 option 1.

You may also purchase our services from local dealers and retailers around the UK. For more information, please contact the Sales Team on 0161 788 0000 option 2 or see our website www.incom.co.uk

Marketing

We work to the principles in the British Code of Advertising, Sales Promotion and Direct Marketing, which are set out on the website www.cap.org.uk

Terms and conditions

When you subscribe to a service from Incom-CNS Group, we will send you our Standard Terms and Conditions and ask you to sign a contract, if applicable. If you have any questions, please phone our Customer Service Team on 0161 788 0000 option 1. We may carry out a credit check as part of our assessment procedures.

Where applicable, the minimum contract term for our services is 12 months. We aim to provide services within five working days of your original request, subject to the availability and installation of any equipment and, where appropriate, lines to your premises. If we need to carry out a survey of your premises or lay additional cabling, we will inform you of the revised timescales as soon as we can.

Cancellation

If you decide to cancel your order or agreement the following charges will apply:

Equipment Supply

- If you wish to give notice to terminate the contract after formation then the supplier shall be entitled to liquidated damages calculated in the following manner, which the parties agree to be a genuine attempt to pre-estimate the Supplier's loss in such circumstances.
- If the cancellation is within 10 working days of the date of the contract, liquidated damages shall be 50% of the fees due for the contract,
- If the cancellation is after 10 working days of the date of the contract but prior to delivery of any Equipment, liquidated damages shall be 70% of the fees due for the contract, and
- If the cancellation is after any Equipment is delivered, liquidated damages shall be 100% of the fees due for the contract.

Maintenance

- Each party may terminate this Agreement on not less than 90 Days' notice in writing to expire either at the end of the minimum term or each anniversary thereof.
- If the Customer gives notice that they wish to terminate the contract before the expiry of the minimum term referred to above:
- Then the Supplier shall be entitled to liquidated damages calculated in the following manner, which the parties agree to be a genuine attempt to pre-estimate the Supplier's loss in such circumstances:
- If the minimum term is for 36 months, liquidated damages shall be calculated as:
- (a) if the contract is to terminate within 12 months of the commencement date, the Supplier shall be entitled to be paid in full for the fees due for the first year of the contract and 80% of the fees due for the second and third years of the contract,
- (b) if the contract is to terminate more than 12 months from the commencement date but less than 24 months from the commencement date, the supplier shall be entitled to be paid in full for each of the first two years of the contract and 75% of the fees due for the final year of the contract.
- If the minimum term is for 60 months, liquidated damages shall be calculated as:
- (a) if the contract is to terminate within 12 months of the commencement date, the Supplier shall be entitled to be paid in full for the fees due for the first year of the contract and 80% of the fees due for the second, third, fourth and fifth years of the contract,

- (b) if the contract is to terminate more than 12 months from the commencement date but less than 24 months from the commencement date, the supplier shall be entitled to be paid in full for each of the first two years of the contract and 75% of the fees due for the third, fourth and fifth years of the contract,
- (c) if the contract is to terminate more than 24 months from the commencement date but less than 36 months from the commencement date, the supplier shall be entitled to be paid in full for each of the first three years of the contract and 70% of the fees due for the fourth and fifth years of the contract, and
- (d) if the contract is to terminate more than 36 months from the commencement date but less than 48 months from the commencement date, the supplier shall be entitled to be paid in full for each of the first four years of the contract and 70% of the fees due for the final year of the contract.
- If notice is not given as per paragraph **“Each party may terminate this Agreement on not less than 90 Days’ notice in writing to expire either at the end of the minimum term or each anniversary thereof”** and the contract is either in the last year or after the minimum term of the contract then payment is due up to the anniversary of the following year of cover.

Service and Usage

- Either Party may immediately terminate this Agreement by written notice if the other Party commits a material breach that is not capable of being remedied.
- Either Party may serve written notice requiring the other Party to remedy within thirty (30) days of receipt of the notice a material breach of this Agreement that is capable of remedy. In the absence of a remedy in this period, the Party that served notice to remedy may immediately terminate this Agreement by written notice.
- Either Party may immediately terminate this Agreement by written notice if the other Party commits an act of bankruptcy or goes into or is put into liquidation (other than solely for the purposes of a reconstruction or amalgamation) or if a receiver or administrator is appointed over all or part of the other Party’s assets or the other Party suffers seizure of any of its property for non-payment of monies owing.
- If this Agreement is signed before the Supplier has completed its credit check of the Customer, the Supplier shall be permitted to terminate this Agreement immediately by written notice if the Customer fails to pass the Supplier’s credit policy
- The Supplier shall be permitted to terminate this Agreement immediately by written notice at any time for the reasons set out in Clauses 8.1.1 and 8.1.2. (Please refer to <https://incom.co.uk> for details)
- The rights to terminate this Agreement given by this Clause shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach. Following termination of the Service, telephone service may be disconnected unless the Customer makes alternative arrangements with the Supplier or another communications service provider.
- If you wish to terminate your contract within the minimum term of 12 months, please call our Customer service Helpdesk on 0161 788 0000 option 1, we will charge you a fee as set out in your contract. After the minimum term you can cancel any service by calling our Customer Service Helpdesk on 0161 788 0000.

Faults and repairs

Please call our Fault Service Team on 0161 788 0000 option 1 if you experience a fault with any of our services. We aim to have this investigated and repaired within the designated time agreed within your service and maintenance contract.

Compensation and refund policy

Our policy is to assess each claim on a case by case basis. We aim to investigate any claims and respond within 10 working days. Any refunds that are due will be credited to the next month’s invoice.

Price lists

Our pricing structure is available from our Sales Team on 0161 788 0000 option 2. We will write to you in advance if we change the pricing structure on your products and services.



Billing

We will bill you monthly for all calls and lines, mobile and broadband.

Maintenance will be billed as per your signed contract.

You can choose to pay us via a range of options including cheque, BACS and direct debit. These are agreed at the start of your contract. If you wish to change your method of payment at any time, please call our Finance Department on 0161 788 0000 option 3.

We provide itemised bills free of charge as part of our service to you on request.

If you have difficulty paying your bill, please contact us on 0161 788 0000 option 3 and we will try to arrange a different method of payment. We will do all we can to help our residential and small business customers to manage their bills and avoid disconnection.

If you are moving home or office

Please call our Customer Service Team on 0161 788 0000 option 1 no later than 14 days before your move date. We will amend your account and billing requirements as necessary. We will endeavour to offer you the same telephone number to minimise disruption but please note that for geographic numbers this is not always possible.

Number porting

Incom-CNS Group recognise that keeping your existing telephone numbers may be important to you. If you move your business to us and wish to keep the number that you have with your old provider, we will arrange it if you ask us. We will work with you to ensure that the services are switched over at a convenient and appropriate time. For more information, please call our Customer Service Team on 0161 788 0000 option 1.

Directory Entries

You are entitled to a Directory Enquiry listing (including an entry in the Phone Book) for both your fixed and mobile telephone numbers. If you do want your details included, please contact our Customer Service Team on 0161 788 0000 option 1.

Complaints

We make every effort to ensure that our customers are happy with the level of service, and the products and service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently.

Our Code of Practice on Complaint Handling and Dispute Resolution explains how customers can complain. The code also provides information on how we deal with complaints and your right to take unresolved complaints to Alternative Dispute Resolution. You can find a copy of our Complaints Code on our website at www.incom.co.uk. Alternatively, copies are available free of charge and on request from our Customer Service Team on 0161 788 0000 option 1.

Nuisance calls

We take the problem of nuisance calls and malicious communications very seriously. We tackle it by working closely with the police and others in the communications industry. If you have been a victim of this activity, please call the Customer Service Team on 0161 788 0000 option 1 to report the incident and for information on how to deal with it.

We encourage parents to register the mobile phones of their children and take responsibility for all customer care enquiries.



Services for people with special needs

We are committed to helping all our customers to communicate easily. We offer the following additional services on request for customers who are older or who may have a disability, including:

- Copies of bills in large print, on computer disc for customers who have difficulty reading their bill

Copies of this Code are available in larger print and other formats on request

Data protection

We comply fully with our obligations under the Data Protection Act 1998.



Part 2 – Incom-CNS Group

Code of Practice for Premium Rate Services and NTS Calls

Purpose of this Code of Practice

This code informs you about our policies on providing information about Premium Rate Service (PRS) calls and on our charging policy for calls to NTS and PRS numbers.

Premium rate services

Premium rate services (PRS) are telephone numbers that offer some form of information or entertainment that is charged to your phone bill. UK-based PRS numbers are normally prefixed by “09”. 0871 is now also designated as a Premium rate number and subject to PRS regulation. Typical services include TV votelines, mobile ringtone downloads, technical helplines, charity fund-raising and adult entertainment.

Charges for these services are added to your telephone bill. Calling a PRS number generally costs between 8.51 pence and £1.2766 per minute, per call or per text (excl. vat). Calling these services from, for example, mobile phones, cable networks or public payphones will generally cost more than the advertised rate. Our charges for calling these services are shown in our price list, which is available on request from our Customer Services Team and via our website.

If you have a problem with PRS, we can help. We can provide advice on checking the telephone number of any PRS charges that appear on your bill and will try to help you identify the premium rate service provider. We can use call barring to restrict access to “09” numbers. Please call our Customer Service Team on 0161 788 0000 option 1 for advice on this. We can give you a factsheet on PRS.

You can also ask for help from PhonipayPlus (formerly ICSTIS), which is the industry-funded regulatory body for Premium Rate Services. PhonipayPlus operates a code of practice that sets out standards for the operation of PRS. You can use the PhonipayPlus website at www.phonipayplus.org.uk to check PRS numbers direct or to download a complaint form. PhonipayPlus has legal powers to require a provider of PRS to amend its service or promotional material (or both) and can also impose penalties on content service providers. For other ways to contact PhonipayPlus, see the “Useful addresses” section below.

Number translation services

Number translation services (NTS) are based on numbers that are normally pre-fixed “08”. For example, 0800 and 0808 are used to provide freephone services (some freephone services are also provided on 0500 numbers). 0844 and 0845 numbers are used for dial-up pay-as-you-go Internet access and customer service helplines. 0870 numbers are used for information services, technical helplines and telephone banking. They are also used by organisations to help them provide call-management features such as intelligent call routing and fax-to-email services.

Charges for calling services on NTS numbers are added to your telephone bill and standard prices range from free up to 4.2p per minute or per call (excl. vat). Calling these services from, for example, mobile phones, cable networks or public payphones will generally cost more than the advertised rate but communications providers must publish prices for calls to 0870 numbers where these are higher than for calls to geographic numbers. Our charges for calling these services are shown in our price list, which is available on request from our Customer Services Team and via our website. We can also give you a factsheet on NTS.



If you are unhappy with the help you have received from us on a problem with PRS or NTS, please contact Leanne Green – email Leanne.green@wearecns.co.uk, who has responsibility for compliance with our code of practice for PRS and NTS. You may also complain using the complaints procedure set out in our complaints code including, ultimately, referring your complaint to Otelo/CISAS.

Internet diallers

If you use the Internet, it is possible for software to be placed on your computer without you knowing - using the same methods as for computer viruses. This type of software (known as Internet or rogue diallers) can then make calls to PRS and NTS numbers without your knowledge. Software is available to detect this activity and we can help you to access this - please contact our Customer Services Team for details. PhonepayPlus has been given responsibility for policing this type of activity and you can contact them via www.phonepayplus.org.uk to ask for help or to report examples of this type of abuse. For other ways to contact PhonepayPlus, see the “Useful addresses” section below. We can also help by barring calls to 09 numbers.

The Telephone Preference Service

If you don't want to get sales and marketing calls you have not requested, you can add your details to a list run by the Telephone Preference Service (TPS). If your number is on the list, it is illegal for a company to call you for marketing purposes. You can contact the Telephone Preference Service via www.tpsonline.org.uk or by telephoning 0845 070 0707.

Useful addresses

The Ombudsman Services - Communications (formerly Otelo) – PO Box 730, Warrington, Cheshire, WA4 6WU. Tel: 01925 430870 or 0845 050 1614 email: enquiries@otelo.org.uk Website: www.otelo.org.uk

Ofcom - Riverside House, 2a Southwark Bridge Road, London SE1 9HA. Tel: 020 7981 3040 or 0300 123 3333 email: contact@ofcom.org.uk Website: www.ofcom.org.uk

PhonepayPlus (formerly Icstis)- Clove Building, 4 Maguire Street, London, SE1 2NQ. Tel: 0800 500 212 or 020 7940 7474 Website: www.phonepayplus.org.uk email info@phonepayplus.org.uk

Telephone Preference Service - DMA House, 70 Margaret Street, London W1W 8SS Tel: 0845 070 0707 Website: www.tpsonline.org.uk

Federation of Communication Services (FCS) - Burnhill Business Centre, Provident House, Burrell Row, Beckenham, Kent BR3 1AT. Tel: 020 8249 6363 email: fcs@fcs.org.uk Website: www.fcs.org.uk

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