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TM SOLUTIONS – CODE OF PRACTICE

TM Solutions Limited

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Tel: 01235 526600

CODE OF PRACTICE: COMPLAINT HANDLING AND DISPUTE RESOLUTION FOR CUSTOMERS OF TMS.

1. INTRODUCTION

What the Code covers

- 1.1 This is a mandatory code of practice, which aims to set standards of complaint handling and dispute resolutions, which we will follow when dealing with customers. The Code will provide important information to you and explains how we will promote communication products and services.

About this Code

- 1.2 Within the Code, 'you' means the customer and 'we', 'us' or 'our' means TM Solutions Limited. In this Code, 'customer' includes people dealing with us on behalf of a business, with the authority of the business' owners. For example, this may include office staff that talk to us about the availability of products or services and/or an authorised consultant who is interested in understanding what tariffs are available.

2. OUR KEY COMMITMENTS TO YOU

- 2.1 This Code does not form part of our contract with you but we pledge that we will act fairly and reasonably in all our dealings with you by striving to meet all the commitments and standards in this Code. The commitments are shown below:
- 2.1.1 We will make sure that our advertising and promotional literature is clear and not misleading and that you are given clear information about our products and services;
- 2.1.2 When you have chosen a product or service, we will give you clear information about how it works (where this might not otherwise be obvious or common knowledge), the terms and conditions and the charges that apply;
- 2.1.3 We will deal quickly and sympathetically with things that go wrong and consider all cases of criticism positively; and
- 2.1.4 We will help you use the product or service by keeping you informed about any changes to the charges, terms and conditions or acceptable use policy.

3. HELPING YOU CHOOSE PRODUCTS & SERVICES THAT MEET YOUR NEEDS

- 3.1 Before you become a customer, we will:
- 3.1.1 Make available to you on our website clear information explaining the main features of the services or products you tell us you are interested in;

- 3.1.2 Give you, or make available on our website or otherwise, information on a single product or service if you have already made up your mind;
 - 3.1.3 Make available to you, on our website or otherwise, the options from our products and services that are available to help you run your business as efficiently as possible; and
 - 3.1.4 Inform you of the information we need you to provide so that the product or service can be supplied accurately.
- 3.2 We will inform you if we offer products or services in more than one way on different terms (for example, on the internet, over the phone and so on) and, if so, inform you how to find out more about them.
 - 3.3 Once you have chosen a product or service, we will explain how it works where this might not otherwise be obvious or common knowledge. We will also make this information available to you on our website or otherwise.
 - 3.4 If we provide you with an enhanced level of care we will inform you what to do if your communication service does not work.
 - 3.5 When you sign a service agreement with us we will ask you to inform us who can issue instructions on your behalf regarding your account.
 - 3.6 You can find out about our charges by asking our staff.
 - 3.7 Prior to becoming a customer, we will give you information on the charges that apply to your products or services, and we will explain how these charges should be paid. We will also provide our website address and our contact information so that you may find out how to pay.
 - 3.8 If we increase any of the charges relating to products or services which you have subscribed to, or introduce a new charge, we will use our reasonable endeavours to provide you with an update as to the charges before the change takes effect, as standard practice. Please note that changes to the charges may be as a result of regulatory impositions over which we have no control.
 - 3.9 We will use our reasonable endeavours to inform you of the charge for any other service or product before we provide that service or product, and at any time you ask.

4. TERMS & CONDITIONS

- 4.1 We will make available to you any relevant terms and conditions for the product you have asked us to provide when you apply to become a customer or accept a product or service for the first time.
- 4.2 All terms and conditions will be fair and will set out your rights and responsibilities clearly and in plain language. We will only use legal or technical language where necessary.
- 4.3 Subsequent to becoming a customer, we will make available to you details about changes to our terms and conditions. Please note that our

terms and conditions may change as a result of regulatory impositions over which we have no control.

4.4 Our latest terms and conditions will always be available on request.

5. CEASING PRODUCTS OR SERVICES

5.1 In the event that you wish to cease using a product or service that we provide, or in the event that you wish to switch to an alternative product or service, you may become subject to a charge. The charges for ceasing or switching will depend on the product or service in question, and prior to becoming a customer you will be notified of any applicable charges for ceasing or switching in the terms and conditions applicable to that product or service.

6. ADVERTISING & MARKETING

6.1 We will make sure that all advertising and promotional material is clear, fair, reasonable and not misleading.

6.2 Unless you specifically give your permission (such as in the Order signed by you) or ask us to, we will not pass your name and address to any company including companies in our group, for marketing purposes.

6.3 We may inform you about another company's services or products, if you have agreed (as described in the paragraph above or otherwise) that that company may contact you directly.

6.4 As a customer, we will give you the opportunity to say that you do not want us to contact you for marketing purposes.

7. YOUR BUSINESS INFORMATION

7.1 We will treat your business information as private and confidential (even when you are no longer a customer). We will not reveal your name and address or details about your account to anyone, including other companies within our group (unless you have otherwise agreed), other than in the following four exceptional circumstances when we are required to do this by law:

7.1.1 If we have to give the information by law;

7.1.2 If there is a duty to the regulator (currently Ofcom) to reveal the information;

7.1.3 If our interests mean we must give the information (for example, to prevent fraud or trace malicious calls). However, we will not use this as a reason for giving information about you for marketing purposes; or

7.1.4 If you ask us to reveal the information, or if we have your permission.

7.2 If we are asked to respond to an enquiry about you, we will (unless paragraph 7.1.1, 7.1.2 or 7.1.3 apply) make sure we have your written permission before we give it.

- 7.3 Calls to and from TMS may be recorded for a range of reasons including quality of our service, security, training or customer service reporting, and for our mutual protection.
- 7.4 You agree to let us know as soon as possible if the nature of your business changes or if you change your:
 - 7.4.1 Name;
 - 7.4.2 Business name;
 - 7.4.3 Address;
 - 7.4.4 Contact phone number;
 - 7.4.5 E-mail address (if this is how we communicate with you); or
 - 7.4.6 Status in respect of your risk of entering administration.

8. FINANCIAL ASSESSMENT

- 8.1 Before we agree to provide any products or services to you, we will assess whether we feel you will be able to pay the charges. This assessment will probably include looking at the following:
 - 8.1.1 Information you give us, including information about your business name;
 - 8.1.2 How you have handled similar accounts in the past;
 - 8.1.3 Information we get from credit reference agencies and others, such as parent companies, existing suppliers;
 - 8.1.4 Credit-assessment techniques, such as credit scoring; and
 - 8.1.5 Any deposit provided.
- 8.2 When you apply for any products or services, you agree that we may reveal your account details to credit reference agencies and the checks we may make with them.
- 8.3 We may give credit reference agencies other information about the day-to-day running of your account.
- 8.4 Please note that we are not obliged to share with you any information that we may procure in connection with your assessment. We may be restricted from disclosing this information by our obligations to third parties or by regulatory impositions.

9. COMPLAINTS

- 9.1 If you want to make a complaint, we will inform you how to do this and what to do if you are not happy with the outcome. Our staff will help you with any questions you have. Please apply directly to TM Solutions Limited, Monarch House, Abingdon Science Park, Barton Lane, Abingdon, Oxfordshire, OX14 3NB. Tel: 01235 526600. E-mail: info@tms.co.uk. Website: www.tms.co.uk.

- 9.2 We will make available on our website this Code, which details our procedures for handling complaints. These procedures meet the requirements of the communications regulator, Ofcom.
- 9.3 Within 10 working days of receiving your complaint, we will normally send you a written acknowledgement
- 9.4 Within 28 working days of receiving your complaint, we will normally write to you again with our final response, or to explain why we need more time to respond. If at this point you are still not satisfied and wish to escalate the complaint, it should go straight to the General Manager, who in turn will contact you directly and if necessary make a visit to your site to hopefully conclude any disputed matter. In the event that you wish to further escalate any complaint you may contact a director of TMS.
- 9.5 We will then normally send you our final response within twelve weeks and this will inform you how to refer your complaint further, if we are at Deadlock and you are still not satisfied. You have a right to refer your complaint to Ombudsman Services, an independent dispute resolution service, after 12 weeks or if you have been issued with a Deadlock letter.
- 9.6 We will display a notice on our website and make available in all our offices explaining that we are members of Ombudsman Services. Ombudsman Services may be able to settle certain complaints if they cannot be settled through our own complaints procedures. You should try to settle any complaint with us directly before contacting Ombudsman Services. The contact details of Ombudsman Services are as follows: Ombudsman Services - Communications, PO Box 730, Warrington, WA4 6WU. E-mail: enquiries@otelo.org.uk. Website: www.ombudsman-services.org.
- 9.7 Our own internal procedures should make sure we meet the Code.
- 9.8 Ofcom has jurisdiction over our compliance to the Code.

10. GETTING HELP

- 10.1 If you have any questions about the Code, you should contact us. Our address and phone number are at the front of this Code. You can get a copy of this Code by contacting us by telephone or by e-mail.

11. USEFUL CONTACTS

11.1 Ofcom

Ofcom Contact Centre
Riverside House
2A Southwark Bridge Road
London
SE1A 9HA
Tel: 0300 123 3333 or 0207 981 3040
Website: www.ofcom.org.uk

11.2 Ombudsman Services - Communications

PO box 730
Warrington

WA4 6WU
Tel: 0330 440 1614
Website: www.ombudsman-services.org/contactus