



# Telecommunications Code Of Practice

Midshire Business Systems (Communications) Ltd

Midshire Business Systems (Communications) Ltd conforms to all of the codes of practice within the telecommunications industry issued by the relevant regulatory bodies. As a responsible service provider, we operate under the following codes of practice, which have been defined to ensure good practice and responsible selling, helping customers to understand our services and what to expect from us. We have provided this code of practice in line with guidance published by Ofcom, the industry regulator. It includes our general codes of practice, our codes of practice for complaint handling, and our codes of practice for sales and marketing of fixed-line telephone services. These codes of practice are available from our Customer Service team and are published on our website.

## 1) Our Company

Midshire is a company within the Midshire Group of companies that delivers communications services to business customers. We are committed to providing our customers with an unparalleled level of service. Whilst we do not provide all of the component parts of our services, we do take the responsibility for the delivery of these services. When we choose our wholesale partners, we do so very carefully to ensure that our customers receive a high quality service. We liaise with our suppliers to ensure that any problems are resolved promptly.

Our hours of business are from 8:30am until 5:30pm Monday to Friday, excluding public holidays. You can contact our Customer Service team or your Account Manager using the following details:

Telephone – **0800 008 6038** Fax – **0800 652 7970** Email – [support@midshiretelecom.co.uk](mailto:support@midshiretelecom.co.uk)

Postal Address – Midshire House, Doranda Way, West Bromwich B71 4LT. Website – [www.midshiretelecom.co.uk](http://www.midshiretelecom.co.uk)

We take compliance of this code very seriously; should you for any reason, wish to contact us in relation to this code, please contact our Customer Service team using the above details and ask to speak to a Senior Manager or Director, who are responsible for the compliance of this code.

## 2) Our Products & Services

We sell a range of communications services to businesses. These are:

- Analogue telephone lines, both single and multiple
- Digital telephone lines ISDN2 and ISDN30
- Least Cost Routing and Carrier Pre-Selection for landline telephone calls
- Broadband services including ADSL, ADSL2+, SDSL, Annex-M and FTTC
- Inbound telephone numbering services
- Voice and video Conferencing
- Mobile telephones
- Mobile voice and data services
- Telephone Systems and associated peripherals
- Ethernet based connectivity solutions

Our website at [www.midshiretelecom.co.uk](http://www.midshiretelecom.co.uk) contains details of our products and services. To discuss the services further, please contact our Customer Service team on 0800 008 6038.

### 3) Terms & Conditions

If you decide to subscribe to a service from Midshire, we will send you a copy of our Terms and Conditions and ask you to sign a contract, if applicable. We may perform a credit check as part of our assessment protocols. The minimum contract term for our services is usually 24 months, but this will depend on the type of service being provisioned. Should you decide to cancel your order or agreement before we have provided the services, you may do so without charge up to 2 days before we commence providing your service. After the minimum term you can cancel any service by contacting our Customer Service team giving us the notice period set out in the agreement.

### 4) Service Description

#### a. Provisioning

Once the subscription has passed our audit process, your request will be allocated to a Communications Administrator within the Customer Service team, who will manage the project of delivering services to you. They will provide clear updates from acceptance of the order, and the progress to provide or transfer the services that have been requested. We aim to provide services as soon as possible after your original request, subject to the availability and installation of any equipment and where applicable, appropriate access to your premises. If additional surveys are required before the installation of services we will advise you of the revised timescales as soon as possible. We recognise that keeping your existing telephone numbers may be important to you. When relocating, we will provide solutions to retain your telephone numbers and minimise disruption.

#### b. Faults & Repairs

If you experience a fault with any of our services, please contact our Customer Service team. We aim to begin investigating the fault immediately for you and will provide updates by phone or by email at your instruction as we organise the repair of your service. Our products and services have different levels of service agreement, meaning that the target to fix will vary dependent on the service level applicable. Our standard time to fix is by midnight the next working day following a fault acceptance.

#### c. Billing & Payments

We will invoice you monthly for services provided. Unless otherwise agreed in writing, payment will be collected by Direct Debit, supported by the Direct Debit Guarantee. If you wish to change your method of payment, please contact the Customer Service team or your Account Manager. We provide itemised bills by email at no extra cost as part of our service to you.

If you are having difficulty paying your bill, please contact our Customer Service team and we will try to arrange a different method of payment. We will make every reasonable effort to help our customers to manage their bills and avoid disconnection.

#### d. Pricing

When you contact us for a service, your Account Manager will provide you with a pricing structure which can also be obtained by contacting our Customer Service team. If we change the pricing of your products and services we will write to you in advance.

## 5) Complaint Handling

Midshire is committed to ensuring that our customers are happy with the services we provide. Despite this commitment, we acknowledge that things can go wrong from time to time. We take complaints very seriously and we aim to resolve them as quickly as possible.

### a. Registering a complaint

If you wish to make a complaint, please contact our Customer Service team on 0800 008 6038. Our customer service advisors will ask you for the details of your complaint and try to resolve the problem while you are engaged with them. If this is not possible, we will agree a course of action with you. You can also register a complaint by emailing us at [support@midshiretelecom.co.uk](mailto:support@midshiretelecom.co.uk) or in writing to Midshire House, Doranda Way, West Bromwich B71 4LT.

Once a complaint has been registered, it will be brought to the attention of a Supervisor or Manager who will investigate the reason of your complaint and try to resolve it with you. We will keep you informed of the progression of your complaint regularly.

### b. Escalations

If you wish to take your complaint further, you can escalate your complaint within our company to a Senior Manager and ultimately to the Managing Director. If we cannot resolve the complaint, we will write to you to inform you. If we have not been able to resolve the complaint, you may wish to pursue it further by alternative dispute resolution. Midshire is a member of the Telecommunications Ombudsman who provide an alternative dispute resolution process to its members under these circumstances.

## 6) Sales & Marketing of Fixed-Line Telephone Services

Midshire adopts a responsible and respectful approach to customers when we are marketing our Fixed-Line Telecommunications Services. All of our staff are briefed on this code of practice and we review compliance regularly. If you feel that any representative of the company has not complied with this code, please report your concerns to the Managing Director (Jim Callaghan, [j.callaghan@midshire.co.uk](mailto:j.callaghan@midshire.co.uk), 01213803809) who has overall responsibility for compliance of this code. For clarity, this code applies to the marketing of our services to domestic and business customers, covering all aspects of our sales process.

### a. Sales, Marketing, Advertising and Promotional Activities

We use a variety of methods to contact our customers to inform them of our products and services. This may be by post, by telephone, by email, by fax or by social media. We will always act responsibly and compliant of any relevant legislation issued by relevant regulatory bodies.

We acknowledge that some customers may not wish to be approached. We use a responsible and respectful approach to marketing. If a customer has subscribed to any preference service for mail, telephone, fax, email, we will respect this option and not contact the customer. Indeed, we will advise customers of these preference services if they show and interest in their benefits.

We aim to ensure that our customers fully understand the services we provide and the terms of the contracts we offer. We ensure that all promotional material including our literature and websites are clear and do not contain any misrepresentation.

#### b. Recruitment & Training

In order to ensure that our high standards are met, we follow strict procedures in the procurement of staff that have direct contact with customers. Prior to employment, all of our staff are fully checked and must supply satisfactory references.

All staff are trained in our products and services thoroughly and briefed on this code to make sure that they will act responsibly and respectfully to customers, before they are permitted to make contact with customers on the company's behalf. We utilise subcontractors from time to time and ensure that they also understand the standards of practice set out in this code.

Our remuneration packages for sales and marketing employees are designed to discourage misleading or exploitative sales practices.

#### c. Contacting Customers

All of our sales and marketing staff are given clear instructions on how to approach domestic and business customers. Unless requested, our sales staff will not visit or contact customers outside of the hours of 8am and 8pm. Our representatives will also take account of potential customers with vulnerability, such as the elderly or those who have special needs. On contact with customers, our representatives will introduce themselves immediately stating our company name and the purpose of their contact. Our sales staff will be courteous, use appropriate language and will not make any misrepresentations. Our sales staff are trained to provide clear explanations about the services provided by Midshire and they must check that if customers enter into a contract that they fully understand the terms of the contract. Should a customer not wish to be contacted, or the contact is inconvenient or inappropriate, the representative will cease the contact immediately. We keep records of all customers contacted in order to maintain this code for a period of at least 12 months.

## 7) Customer Contracts

If a customer chooses to utilise a service provided by Midshire, they will be asked to enter into a contract. Our sales staff are fully trained to ensure that they can clearly explain the terms of the contract and the services being provided.

#### a. Entering Into a Contract

Our sales representatives are trained to check that the person who is entering into a contract is authorised to do so. In accordance with standard commercial practice, unless otherwise stated, it will be assumed that Directors and Partners have authority to enter into contracts. The representative will ensure that the customer fully understands the extent and nature of the contract and the terms that the customer is agreeing to.

#### b. The Documentation

The contract agreement is a legally binding document. The terms and conditions that govern the agreement are clearly printed on the reverse, with copies available in other accessible formats on request. The customer will be invited to read the terms and conditions and once understood, sign the contract which includes a clear declaration that the customer agrees to them.

#### c. Information

Our sales staff are trained to provide straightforward, factual explanations of the services provided before they decide whether or not to sign the contract. The customer will be given the following information in writing prior to signing the contract:

- Our company name, address, and contact details
- A description in understandable language of the service to be provided and how it works
- The arrangements for the provision of service, including the estimated time it will take to deliver the service
- Details of the costs of the service and the payment terms
- The existence of a right of cancellation and the process involved
- The minimum period of the contract, the notice period, any cancellation charges once service has been provisioned

A copy of the contract will be provided to the customer together with any appropriate information relating to tariffs or service guarantees.

#### d. Validation

On signing a contract, our sales staff pass the contract and any other relevant documentation to a member of the provisioning team, who are not involved with our sales and marketing activities. They will confirm orders by sending a notification letter or email to the customer with the industry agreed process. The notification, which will be clearly dated, will specify the details of the service being provided and a date of provision. Further updates will be given to the customer at regular intervals until the service is fully provided and considered effective. Incorporated into this process, we will contact you to confirm that you understand that you have entered into a contract, are happy to proceed with the contract and are content with the way in which we conducted the sales and marketing. We will terminate the contract without charge or other penalty to you if we find that you did not understand the contract or it was not what you intended or if the order matured before the expiry or the switchover period and the customer wishes to cancel.

#### e. Cancellation

In accordance with the Communications Act 2003, any customer who wishes to cancel a contract must contact Midshire in writing, by telephone, fax, or email. Upon receiving this notice Midshire will contact the customer within 5 working days to discuss. If it is found that the contract was not understood or intended, or

if the order matured before the expiry or the switchover period and the customer wishes to cancel, f. Complaints

Midshire are committed to ensuring that this code is followed at all times. However, should a customer wish to make a complaint about our sales and marketing activity, please follow the procedure detailed in section 5 of this code of practice.

f. Auditing

As part of our continuing development and commitment to high standards of sales and marketing, regular audits of systems, procedures, documentation and training of staff is carried out.

## 8) Additional Information

This code has been written in accordance with guidance given by Ofcom relating to Direct Sales and Marketing as required by the Communications Act 2003. By law, all companies marketing services to customers must issue a code of practice for sales and marketing. Compliance of this code does not guarantee compliance with any legal requirements. Also, non-compliance with the code does not affect the validity of any contract between the parties, unless otherwise provided for by law. A copy of this code is available to customers on request in accessible formats and publicised through our website.

## 9) Useful Addresses

Ofcom:  
Contact Centre  
Riverside House  
2a Southwark Bridge Road  
London  
SE1 9HA  
Tel: 020 7981 3000 / 0845 456 3000  
[www.ofcom.org.uk](http://www.ofcom.org.uk)

Ombudsman Services: Communications  
3300 Daresbury Park  
Daresbury  
Warrington  
WA4 4HS  
Tel: 0330 440 1600  
[www.ombudsman-services.org/communications.html](http://www.ombudsman-services.org/communications.html)  
Citizens Advice  
[www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)  
Trading Standards  
[www.tradingstandards.gov.uk](http://www.tradingstandards.gov.uk)