

# Customer Code of Practice



Code of Practice Regarding Complaint
Handling and Dispute Resolution for
Domestic and Small Business Customers

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#### 1. Introduction

The purpose of this Code of Practice is to inform residential and small business customers in plain language of the range of products, services and support functions that we offer. The document provides details of how to contact us to obtain these products and services, how to cancel services and the complaint procedure should a dispute occur.

In addition the document details our policies and safeguards that are in place to protect consumers and ensure fair and safe access to our services.

Nothing in this Code affects your statutory or other legal rights. Whilst the code provides useful guidance as to the manner in which we operate, it does not form part of any contract between us.

#### 2. **About Us**

Fibre Options Ltd. is a builder of Next Generation Fibre to the Premises (FTTP) networks that provide residential and corporate customers with high speed Internet, Voice over IP Telephony and Integrated Reception System Television services. Working with Communities, Developers and Local Authorities throughout the UK, we provide Internet, Telephony and Television services which are supplied directly over our networks or through 3<sup>rd</sup> parties.

Fibre Options is based in Tring, Hertfordshire and aims to provide high quality next generation services at affordable prices either over our own networks or those owned by communities with whom we partner.

### **Contacting Us** 3.

You may contact us by the following methods:

Telephone: 01442 382200

Fax: 01442 382201

E-mail: office@fibreoptions.co.uk for general enquiries

> sales@fibreoptions.co.uk for sales enquiries

accounts@fibreoptions.co.uk for billing enquiries

support@fibreoptions.co.uk for technical support

Web Site www.fibre-options.com

Alternatively should you wish or need to contact us formally, you may write to us at our Head Office at the following address:

> Fibre Options Ltd. The Courtyard Park Road Tring Herts. **HP23 6DB**

Our Company Number is 2546966 and our Registered Office is:

**Chandos House** School Lane Buckingham Bucks. **MK18 1HD** 

#### 4. **Our Products and Services**

We typically offer the following services over Next Generation fibre optic networks:

### **Broadband**

High speed Internet connections including line rental which provide contended or uncontended speeds up to 1Gbps (where available).

Typically the services will be symmetrical with the upload speed matching the download speed and restrictions may be imposed on monthly download limits.

Our broadband services are provided in accordance with our Acceptable Broadband Use Policy, a copy of which may be obtained from our web sites or by request through phone, e-mail or mail.

### Telephony

The telephone service that we offer is based on Voice over Internet Protocol (VoIP) technology which does not require the use of conventional copper telephone lines. We provide Customer Premise Equipment which converts the voice signal to Internet traffic and enables call routing to other VoIP users or conventional telephone services over the Internet. This service provides all common functions normally associated with a conventional telephone line including full access to the Emergency Services.

Telephone services are provided in accordance with our Telephone Fair Use Policy, a copy of which may be obtained from our web site or by request through phone, e-mail or mail.

### **Television**

The fibre optic technology that forms the backbone of our networks enables the delivery of high quality television services from centrally located satellite dishes and aerials within the community.

Since these service are delivered underground over the fibre optic network, there is no need for individual households to install their own satellite dishes and aerials.

The television service delivers signals to enable Sky, Freesat and Freeview television services to be received subject to individual customers purchasing a suitable service or set-top decoder box. A DAB radio feed is also available on most networks.

Please note that a Television Licence is still required when receiving services through our fibre optic networks.

#### 5. **Tariffs**

Pricing for all our services is available on our web site and generally available on the dedicated portals for the communities and developments that we serve. A full price list can be provided following a request by phone, e-mail or in writing to our offices.

Services may be ordered by phoning, e-mailing or writing to us, alternatively many of our dedicated portals have sign up forms. For those networks on new housing developments, it may also be possible to sign up for the service through the Sales and Marketing Offices of the Developer.

We will often charge a connection fee to activate the fibre optic service at your premises to cover the costs of bringing the network to the building and providing active termination for the services to be provided.

Broadband services are generally delivered for a fixed monthly fee including line rental with no excess charges based on usage as long as a subscriber's usage falls within the limits of our <u>Acceptable Broadband Use Policy</u>.

Telephone services are offered as fixed monthly plans offering free calls to certain numbers or geographical regions at certain period of the day and week. If no broadband package is taken in conjunction with the telephone service, a fixed line rental is also charged. Calls made outside the fixed plans will be charged against our published tariff based on the duration of the call and any applicable connection fee.

On the whole no monthly charges are levied for the delivery of our television services. We may charge a connection fee to provide the equipment necessary to convert the signals from the fibre network into television streams that may be decoded by set-top boxes and we may offer to supply and install these set-top boxes for the subscriber. However, monthly charges for the reception of the television services will be agreed between the subscriber and their chosen service provider.

#### 6. **Standard Contract Conditions**

Our standard contract term is one calendar month, allowing subscribers to terminate their service or modify their tariff according to their requirements.

You are entitled to cancel your service at any time provided that you give us at least one month's notice either by e-mail to office@fibre-options.com or writing to us at Fibre Options Ltd., The Courtyard, Park Road, Tring, Herts. HP23 6DB. On receipt of this notice we will contact you confirming the Termination Date. You will remain responsible for all line rental, service costs and telephone call charges that may be incurred up to this date.

Should you wish to modify you service plans, either to receive higher or lower broadband speeds or to receive more or less free calls, please contact us by e-mail or through our web portal. We will aim to effect the changes to your service by the start of the following calendar month but will always provide you with an effective date for the change of service. Should you wish the changes to be more immediate, we will endeavour to meet your requirements but would charge a pro rata rate for any increase in service plan charges from that date. Any reduction in charges resulting in a downgrading of the services selected will be reflected as a credit in the subsequent month's bill.

### **Billing and Payment** 7.

Our services are billed monthly. We offer e-mail billing which provides a fully itemised bill sent via e-mail early each month. The amount is then collected by Direct Debit from your bank or building society account approximately 14 days from date of invoice.

If you require a paper bill to be mailed to you we are happy to do so but this will incur an administration charge of £1.20 (inc. VAT) per bill.

Line rental and any broadband or telephone service that you select will be billed monthly in advance. Your bills will feature itemised call charges for any calls made outside your chosen telephone plan during the preceding month. Line rental is generally associated with your broadband service and is included within the charges for your broadband service. Should you only select a telephone service, line rental at the prevailing rate will be included within your telephone bill.

Your first bill will also include any applicable connection fee and a pro-rata portion of the line rental and any broadband or telephone service from the activation date to the end of the calendar month. In addition, any telephone call charges incurred during this period will also be included.

We accept payment by Direct Debit. Direct Debit is a safe and convenient way to automate your broadband and telephone payments. Your bill will always notify you in advance of the amount your account will be debited. In the event of any error, you are entitled to a full and immediate refund from your Bank or Building Society. You have the right to cancel a direct debit instruction at any time simply by writing to your Bank or Building Society, with a copy to us.

Should you wish to pay by a method other than Direct Debit, we are willing to consider this but we may impose charges to cover administration costs that we might have to bear in order to accommodate this.

### **Compensation and Refund** 8.

We are keen to ensure that the services we offer meet your expectations and represent value for money. We will provide compensation on an individual customer case basis where you have been disadvantaged by our actions or failure to provide a service. Unfortunately we cannot guarantee that the service or the equipment we provide will never be faulty.

Unless we have specific written agreement with you, we have no responsibility to pay you compensation for financial loss, for any information that is lost or corrupted or for any loss that could not have been reasonably expected. For residential services, we will not be liable to you for any losses that you may suffer if you have used the service or equipment we provide for business services.

If we are unable to deliver a service for an extended period of time, any compensation offered will be in the form of a credit for the time during which the service was unavailable as a pro rata of the monthly service charge, credited on the subsequent month's bill.

#### 9. Maintenance

We do not offer maintenance service for individual customers but maintenance support is provided for all our networks to ensure that we are able to meet the service levels offered in our Terms and Conditions of Service. In specific cases where Site Owners or Communities have requested specific maintenance support for these networks, the Service Level Agreements relating to these support contracts will be detailed on the respective web portals.

# 10. Fault Reporting

In the event that you have a fault or complaint about the service that we provide, please contact us in the first instance either by e-mail to support@fibre-options.com or telephone us on 01442 382200 asking for Technical Support. We will aim to rectify the fault and address your concerns as soon as possible. We will keep you updated by e-mail (or telephone if you prefer or if the fault results in loss of your broadband connection) until such point that we have resolved the problem.

# 11. Making a Complaint

We strive to provide you with the best possible service befitting the enhanced capabilities that our fibre optic networks provide while providing value for money in comparison to traditional broadband networks based on copper cabling.

However, from time to time we recognise the fact that our services may not meet your expectations and our high standards and that there may be issues that need a satisfactory resolution. We are committed to resolving such issues in a timely and efficient manner. The following procedure details the steps that we would ask you to take in the event that you wish to make a complaint.

### **Contact Customer Services** Step 1 -

If you are unhappy with any of our products, services or direct contact with you, please send your complaint in writing to:

> **Customer Service Department** Fibre Options Ltd. The Courtyard Park Road Tring Herts. **HP23 6DB**

Alternatively you may call us on 01442 382200 or e-mail us at support@fibreoptions.com stating clearly that you wish to register a complaint. You will receive a written acknowledgement from us with our proposed resolution within 10 working days of receipt of your correspondence.

### **Step 2** - If you are not satisfied by our response

If you are not satisfied with our proposed course of action you may request that your complaint is referred to our Customer Service Manager. You will receive a further written response from our Customer Service Manager within 10 working days of receipt of your correspondence.

### Step 3 -If you are still unhappy

If you are still unsatisfied with our proposed course of action you may request that your complaint is escalated for the attention of our Managing Director. Our Managing Director will write to you within 10 working days of this request.

### Alternative Dispute Resolution Step 4 -

Should we not be able to resolve your complaint to your satisfaction, you are able to contact Ombudsman Services who are approved by Ofcom under the Communications Act 2003 to provide alternative dispute resolution. Please be aware that Ombudsman Services can only help you if you have followed our complaints procedure and given us adequate opportunity to resolve any issues. Ombudsman Services' contact details are contained within Section 15 of this document. Ombudsman Services is an independent approved dispute resolution service and is empowered to resolve customer disputes; we are committed to this process. Ombudsman Services is approved by the communications regulator Ofcom.

An unresolved complaint can be referred to Ofcom three months after it is first made, or if we have sent you a letter explaining that the issue has reached "deadlock". If you require further information on the role of Ofcom, please visit www.ofcom.org.uk or refer to section 15 for full contact details.

# 12. Customer Rights and Obligations

Nothing contained within this Code affects your statutory or other legal rights. While the Code provides useful guidance as to the manner in which we operate and provide services to you, it does not form a part of any contract between us.

Your rights and obligations when using our products and services are detailed in a number of documents available on our website or in hard copy form should you request them. These documents are:

- Terms and Conditions of Service
- Acceptable Broadband Use Policy
- Telephone Fair Use Policy

# 13. Social Responsibility

## **Broadband Security**

One of the key advantages of a broadband Internet connection is usually stated as being that it is "always on". However, with this key advantage comes the associated issue that the computer could now be permanently accessible by people with either mischievous or malicious intent. We always emphasise to our customers the importance of ensuring that their computers are adequately protected from intrusion by using a software firewall as a minimum. We also encourage customers that wish to connect multiple computers to strongly consider the use of a hardware router/firewall.

We can unfortunately accept no responsibility from any perceived or successful compromise of your computer or network.

### Unsuitable Content

In line with other Internet service providers, we are very aware that not all content on the Internet is either suitable for, or desired by, all users. Unfortunately, it would be neither practical nor cost effective for us to currently provide a "filtering" service to our users to screen out any "unsuitable" content. We do however constantly keep this under review, and may introduce such a service in the future, with customers being able to opt in or out as they deem appropriate.

# Special Needs/Disabilities

In accordance with Part iii of the Disability Discrimination Act 1995 we will not discriminate against disabled people. We will take all reasonable steps to change any practice, policy or procedure that makes it impossible or unreasonably difficult to make use of our services. An example of this would be the use of a larger print for formal communications such as invoices etc.

# 14. Review of this Code

We will publish revisions to this Code of Practice as and when we feel it will be necessary and/or beneficial. However, we also undertake to conduct a formal review of the Code once a year.

If you have any specific comments on this Code of Practice, or would like us to consider specific amendments, corrections, or improvements in a future revision, then please contact us.

### 15. Useful Contact Details

The following organisations may be able to provide you with help and advice with respect to your broadband and telephone services.

**Ombudsman Services** The Brew House Wilderspool Park Greenall's Avenue Warrington WA4 6HL

T: 0330 440 1614 F: 020 7520 3829 E: info@cisas.org.uk

W: www.ombudsman-services.org

Ofcom (Office of Communications) Riverside House 2A Southwark Bridge Road London SE1 9HA

T: 020 7981 3000 F: 020 7981 3333

E: contact@ofcom.org.uk W: www.ofcom.org.uk

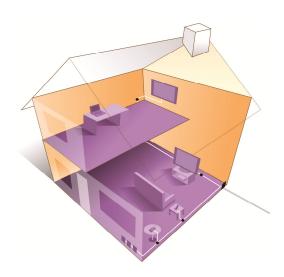
TPS (Telephone Preference Service) **DMA House** 70 Margaret Street London **W1W 8SS** 

T: 0845 703 4599 F: 020 7323 4226 E: tps@dma.org.uk

W: www.tpsonline.org.uk

By registering your number with the Telephone Preference Service you may be able to reduce the number of unsolicited sales and marketing calls that you may receive.

Additionally your local branch of the Citizens Advice Bureau may be able to provide you with help and advice although this is not part of our formal complaints procedure.



www.fibreoptions.co.uk