

# **VOIP COMMUNICATIONS**

## **CUSTOMER CODE OF PRACTICE**

### **1. Introduction**

This Code of Practice (CoP) provides a statement of the services available from VoIP Communications (VoIP); a trade name of Blueridge Telecom Systems, LLC registered in Delaware, United States, number 3452834. This CoP explains how we provide these services, and the key support services and company policies that underpin them. It describes your relationship with VoIP – how you can, and should, contact VoIP when you need help or want to change the services you have, and how we will respond. It also describes what you should do in the unlikely event of something going wrong.

The CoP is consistent with European and UK legislation covering such codes, and has been approved by Ofcom, the UK regulator of communications. We review the CoP regularly and at least annually to ensure that it continues to comply with European and UK legislation and where necessary seek guidance from Ofcom. VoIP is a member of the Communications and Internet Services Adjudication Scheme (CISAS).

### **2. VoIP Communications (VoIP)**

VoIP Communications (VoIP) is a telecommunications service provider.

We currently operate in all areas of the UK serviced by BT, and provide service primarily to small and mid-sized business customers.

Please contact our Sales Office – see below – to find out if you are able to take advantage of VoIP's service, or alternatively check our website at [www.voiptelecomuk.co.uk](http://www.voiptelecomuk.co.uk).

### **3. How to contact VoIP**

There are a number of ways you can contact us, and we will be able to answer your questions and explain our services to you.

- For customer services, sales: Tel: 0800 587 1132\*; Facsimile: 0800 028 2152
- For customer care (billing, repairs, maintenance and general matters): Tel: 0800 028 1998\*; Facsimile: 0800 028 1961
- For rate information advisers (billing and rate matters): Tel: 0800 032 3746\*; Facsimile: 0800 032 3748.

\* Calls are free except from some mobile phones.

Network Analysts are available to discuss our services during normal business hours generally from 8 am to 8 pm Monday through Friday, except for holidays.

Or you can contact us via our website at [www.voiptelecomuk.co.uk](http://www.voiptelecomuk.co.uk) or e-mail us at [sales@voiptelecomuk.co.uk](mailto:sales@voiptelecomuk.co.uk).

#### 4. **Range of services**

VoIP offers fixed line voice telephony services primarily to small and mid-sized businesses through Carrier Preselection. Carrier Preselection with VoIP is available for the following options: Line Rental, All Calls, National Calls, International Calls, or National and International calls. Line Rental is not available exclusively without selection of a call charges option.

Please contact us (as listed above) for the latest details.

#### 5. **Our obligations**

As a long-distance telecommunications service provider in the UK, VoIP has a number of obligations to its customers as set out in certain UK legislation. The formal details of the general terms and conditions of our contractual relationship with customers can be found on our website at [www.voiptelecomuk.co.uk](http://www.voiptelecomuk.co.uk). Contact us by e-mail on [info@voiptelecomuk.co.uk](mailto:info@voiptelecomuk.co.uk), for more information.

##### 5.1 Direct Sales Practices

We use telemarketing, direct mail campaigns, independent agents, or any combination thereof, in the marketing of our services. Each of our agents, telemarketers and all marketing personnel are instructed as to the application of our terms and conditions and tariff. They are also instructed that our express terms, conditions and rates are the exclusive authority governing your rights to receive our services. No independent agent, telemarketer or marketing personnel may change, alter, revise, move or terminate your rate or service without the express written consent of both of us. Should any question arise with respect to the terms, conditions or rates for service, you should contact us immediately (details as above) for clarification.

##### 5.2 Provision of Services

Once our Network Analysts have confirmed service availability, and your individual choice of service order, VoIP strives to provide new service, or transfer your existing service to ours within the shortest possible time while doing so accurately and efficiently.

##### 5.3 Repair and maintenance

Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

Where practical, we endeavour to give customers advance warning of any service interruption and conduct. We endeavour to minimise the disruption caused by any temporary interruption or curtailment of service.

If you have any questions concerning repair and maintenance, you can contact us on 0800 032 1892 during our normal business hours (generally from 8 am to 8 pm, Monday through Friday, except for holidays).

#### 5.4 Ceasing service

Customers are able to cease their service with us at any time in accordance with the terms and conditions of their contract. Please see our general terms and conditions on our website at [www.voiptelecomuk.co.uk](http://www.voiptelecomuk.co.uk). We would normally require sixty (60) days written notice from you for the disconnection of your service.

We have the right to refuse or discontinue service to customers in accordance with the terms and conditions of the contract.

If you wish to take our services moving from another telecommunications provider, but while staying at the same address, you are generally able to keep your telephone number (known as number portability). If you later decide to move to another operator you should again be able to take your number with you, although there may be a charge (dependent upon the new provider). If you move please contact us in good time beforehand and we will arrange to move your VoIP services at your convenience.

#### 5.5 Billing and Payment

We invoice customers on a monthly basis. Service continues to be provided until thirty days after our receipt of a written request from you for the disconnection of service, unless other restrictions apply.

You are responsible for payment of all charges for services furnished by us. This includes payment for calls or services (a) originated at your telephone number(s) whether authorized or not; (b) accepted at your number(s) (e.g., toll-free service calls, collect calls); (c) billed to the your number(s) via Third Number Billing, the use of a Calling Card, or the use of an Authorization Code, Calling Card Number, or other special billing number we assigned at your request; and/or (d) incurred at your or your representative's specific request.

As a customer of our Free Phone service, you are responsible for payment for all calls placed to or via your Free Phone number(s).

We expect customers to pay their bills within 30 days of receiving the invoice. There is a standard charge for late payment. As a customer you are responsible for any charges incurred on your account.

We have the right to discontinue service for non-payment of bills 30 days from the date we post to your invoice all applicable charges for the immediately preceding billing period.

Your bill will be itemised including details of date and time, total call units, location, telephone number and cost of each call.

Payment of your bill by cheque should be made payable to VoIP Communications and remitted to VoIP Communications, B.A.S.S (NW) LTD, 164 Walkden Road, Walkden, Manchester M28 7DP, United Kingdom. Please write your VoIP account number on your cheque.

You may also pay your bill via BACS on-line wire transfer directly to VoIP Communications, Account #10151785, Sort Code #204735.

## 5.6 Prices

VoIP publishes its prices on its website. The prices cannot be changed nor modified in any manner unless such change or modification is posted on our website. We have the right to make changes or modifications in our discretion and without prior notice. However, no change will be effective sooner than 24 hours prior to such change being posted on our website.

In addition to charges for our service, you must pay any applicable taxes, and/or assessments or fees resulting from the services furnished by us. Such taxes, assessments or fees shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

Once a change is made, including rate changes, each customer affected by that change is subject to the changed rates, terms or conditions.

## 5.7 Resolution of Complaints: what to do if you are not satisfied with our service

VoIP is committed to serving its customers with unparalleled telecommunication services. However, we understand that, in our efforts to achieve this goal, sometimes misunderstandings occur. Consequently, VoIP will strive to resolve promptly any disputes. If you are unhappy with our service, please contact us and let us know. It is through your feedback that we are able to review and improve the overall service we provide.

If you have a complaint, our formal complaints procedure is outlined below. We are fully committed to addressing all complaints, fully and fairly, and in a reasonable timeframe.

If you are unhappy, we need to know about it as quickly as possible. To avoid delay, please contact us by:

- **Dialling** 0800 028 1998 (available 8am to 8pm, Monday through to Friday) if your complaint is related to sales, provisioning, fault repairs, billing or general matters. Our customer service consultants will use their best endeavours to timely and competently address and resolve the issues you may have.
- **Writing** to: VoIP Communications, Attn: Resolutions Department, 4380 Boulder Highway, Las Vegas, Nevada 89121, USA. As a matter of protocol, VoIP will address and resolve all your issues in a timely manner, either via telephone or written correspondence.
- Contacting VoIP via the **Internet** at: [www.voiptelecomuk.co.uk](http://www.voiptelecomuk.co.uk) or **e-mail** direct to [info@voiptelecomuk.co.uk](mailto:info@voiptelecomuk.co.uk). Your e-mail will be acknowledged and dealt with promptly.

### *Resolution Goal*

VoIP's goal is to resolve all your issues in a satisfactory manner. Our Customer Service Consultants will promptly attempt to accomplish this in a competent manner, and preferably

during the same telephone call. If this process is unsuccessful, the Customer Service Consultant will forward you to a Customer Care Manager, who will work with you directly to address your problem.

#### *Rate Information Specialist Advisor*

For specific rate or billing inquiries, VoIP employs a team of Rate Information Specialist Advisors that will actively work with you to adequately resolve billing concerns. The Rate Information Specialist Advisor will carry out a detailed review of each billing concern and propose various means of resolution.

#### *Final Review: Legal Resolution Advisor*

If, after contacting the Customer Service Consultant and/or Rate Information Specialist Advisor, you feel that VoIP has not dealt with your complaint adequately, you should request that your case be reviewed by a Legal Resolution Advisor. They will closely work with you to resolve your concerns to your satisfaction.

If you prefer, you can write to the Legal Resolution Department directly. For the address, please call free on phone number 0800 028 1998 or send via facsimile to 0800 028 1961.

#### *Protecting your privacy*

At VoIP, we gather and store information about our customers such as who you are, where you live, what services you use, and who is responsible for paying your bill. Some of this information will be used by VoIP to confirm that we are speaking to the appropriate person when we receive incoming calls. If you would like someone else to make a complaint on your behalf, please ensure that person is familiar with your specific gathered and stored information. Alternatively, you may inform VoIP directly that someone else will be pursuing a complaint on your behalf.

#### *Independent adjudication*

If we have not reached an agreed settlement within three months of receiving your complaint, you have the option of referring your complaint for independent consideration to CISAS (the communications and internet services adjudication scheme) operated by the Chartered Institute of Arbitrators. We are required to provide access to an Ofcom approved dispute resolution procedure of which there are currently two- Otelco (the Office of the Telecommunications Ombudsman) and CISAS (the communications and internet services adjudication scheme) operated by the Chartered Institute of Arbitrators. BRT is a member of CISAS. CISAS will take evidence from both you and VoIP, and will make an independent decision based purely on the merits of the case. The decision is binding on VoIP, but the customer can reject it and take its dispute to court.

CISAS' goal is to settle your complaint or dispute in fair, reasonable and unbiased manner, while utilising the relevant law and any relevant codes of practice. Compensation may be awarded in individual cases.

*What complaints or disputes can CISAS deal with?*

- Problems relating to most products and services offered to residential and small business customers; problems relating to products and service for disabled people, including access to text relay and free directory inquiries; and
- Complainants must apply to the scheme within three (3) months of receiving the last reply on the matter from VoIP.

CISAS is approved by the communications regulator, Ofcom.

Contact details of CISAS are as follows:

CISAS

The Chartered Institute of Arbitrators

12 Bloomsbury Square

London WC1A 2LP

Tel: General enquiries: 020 7837 4483

Fax: 020 7404 4023

E-mail: [cisas@arbitrators.org](mailto:cisas@arbitrators.org)

Website: [www.arbitrators.org/cisas](http://www.arbitrators.org/cisas)

Alternatively or in addition, you may also want to contact

- The Office of Communications (OFCOM)  
Address:  
Riverside House  
2A Southwark Bridge Road  
London SE1 9HA  
Tel: 0845 456 3000  
Website: [www.ofcom.org.uk](http://www.ofcom.org.uk)); or
- Your local Citizens' Advice Bureau.

We believe it is in the best interests of both VoIP and our customers to try to resolve any dispute without outside assistance.

## 6. **Communication with Customers**

This CoP is available on our website at [www.voiptelecomuk.co.uk](http://www.voiptelecomuk.co.uk) or on request.

## 7. **Social Responsibility**

This CoP is available in other formats on request. Please contact our customer care number 0800 032 1892.

**8. Approval of this Code**

This CoP has been approved by Ofcom, in accordance with criteria agreed with the UK telecommunications industry.

**29 September 2004**