

RAWAPPLE COMMUNICATIONS CODE OF PRACTICE

1. Introduction to RawApple Communications Limited

RawApple Communications offers voice, data and services to businesses throughout the UK. It sells directly to end-users through its Sales Department and to selected agents. This Code of Practice aims to give you, the consumer, a clear statement of how we conduct our business and to describe the relationship between you and us in all matters concerning your purchase of products and services from us. This Code of Practice can be accessed through our website, or by contacting us through email or telephone via our General Enquiries details below.

2. How to Contact Us

2.1 General Enquiries & Sales

Telephone – 0330 0240 380
Email – enquiries@rawapple.co.uk
Website – www.rawapple.co.uk

Customer Service

For customer service enquiries, please call our Customer Service line on 0330 024 0380 which is open 9am to 5pm Monday to Friday (exc. holidays).
Email – customerservices@rawapple.co.uk

Faults and Repairs
Telephone – 0330 0240 380

If you would prefer to write to us instead, please address your letter to:

Customer Services
RawApple Communications Ltd
243 Notley Road
Braintree
Essex
CM7 1HR

2.2 Other Organisations

Ombudsman Services Limited

PO Box 730
Warrington
WA4 6WU
Phone: **0330 440 1614** or **01925 430049**
Fax: **0330 440 1615** or **01925 430059**
Textphone: **0330 440 1600** or **01925 430886**
E-mail: enquiries@os-communications.org
Website: <http://www.ombudsman-services.org/>

Ombudsman Services Limited resolves disputes between member operators and their residential and small business customers.

Office of Communications (Ofcom) Contact Centre

Riverside House

2a Southwark Bridge Road

London

SE1 9HA

Phone: 0845 456 3000

Fax: 0845 456 3333

Email: contact@ofcom.org.uk

Website: www.ofcom.org.uk

Ofcom is the main regulator for the UK communications industry.

PhonepayPlus

Clove Building,

4 Maguire Street, London,

SE1 2NQ

Phone: 0207 940 7474

Website: www.phonepayplus.org.uk

Telephone Preference Service

DMA House,

70 Margaret Street,

London

W1W 8SS

Tel: 0845 070 0707

Website: www.tpsonline.org.uk

3. Our Commitment

RawApple Communications is committed to providing you with the highest quality of service. Our company delivers to you telecommunications services provided by BT Wholesale and other major carriers. We make every reasonable effort to supply the services that satisfy your requirements.

4. Our Products

RawApple Communications provides a range of business communications services including BT Wholesale services, digital lines (ISDN) and carrier pre-selection. These are:

- **Analogue PSTN lines - single and multilines**
- **Analogue PSTN calls**
- **ISDN 2e lines**
- **ISDN 2e calls**
- **ISDN 30e lines**
- **ISDN 30e calls**
- **Carrier Pre-Selection**

Further details about our products can be found on our website: www.rawapple.co.uk

5. Our Customer Service

Customer satisfaction is the most important part of our business. We describe here in greater detail our approach to our customers and the kind of customer services that we offer. If you have any questions or need any further information, you are welcome to contact our Customer Service Department.

Our website answers frequently asked questions (FAQs) and will also answer most of your questions about our products and services.

5.1 Transferring to RawApple Communications or Ordering a new service

To order any of our services please call customer services on 0330 024 0380 or email us at enquires@rawapple.co.uk

We normally do business on our standard terms and conditions, a copy of which is available on request from our customer services team or via our website: www.rawapple.co.uk

The minimum term for telephone service is 12 months. We will endeavour to provide telephone service within 21 days of your original request; this is subject to the availability of lines at your premises. If there are special circumstances such as the need to install additional cabling we will advise you of the revised timescales.

5.2 Cancellation of Service

You are usually able to terminate any of our services by giving one (1) month's notice. Please note, however, that our services are subject to a minimum contract period as specified in your contract, usually 12 months calculated from the date when your service commenced.

5.3 Faults and Repairs

Should you experience a fault on your line please call our fault repair service on 0844 921 0118 We align our response times and services with BT and offer higher levels of customer fault care should you require them. If you would like to know more about these please contact customer services on 0330 0240 3800330 0240 380 or visit our website: www.rawapple.co.uk

5.4 Price Tariffs

Our up-to-date standard price tariffs are available from one of our account managers or visit our website: www.rawapple.co.uk

5.5 Billing and Payment

We normally bill our customers at the beginning of each month. Our only payment option is by Direct Debit, which represents one simple monthly transaction. Protected by the safeguards of the Banks, you have complete peace of mind regarding the accuracy of your payment. If an error is made you will receive a full and immediate refund to your account.

We provide itemised bills in an electronic format; this can also be provided on paper at additional cost. Please contact the customer service team for more information.

5.6 Disconnection Policy

Should you have difficulty paying your bill please contact us so that we can arrange a suitable alternative method of payment.

Please do not cancel your direct debit, as this will need to be in place for future payment collections. Where a direct debit is unpaid due to insufficient funds or cancellation of the direct debit instruction, a £5 administration charge will be included on your next monthly bill.

We will not disconnect you from our service unless payment is defaulted on, or a direct debit is not in place to allow us to collect future payments. Prior to doing so we will contact you advising of the outstanding balance or the need for you to re-establish the direct debit instruction, allowing 7 days for this to be done.

After this period we may restrict your telephone service by way of call barring to prevent an increase in the debt.

Further reasons for which we may disconnect your service are given in Section 9 of our Contract Terms and Conditions, a copy of which is available from our customer services team or via our website www.rawapple.co.uk

5.7 Complaints

Introduction

If, as a customer, you are unhappy with our service, please let us know so that we can put things right as quickly and smoothly as possible. With this in mind, we have developed a Complaints Procedure, which explains who you should contact and what to do if you have a complaint about the RawApple Communications telecommunications services. The Complaints Procedure is described here.

How to contact us

If you would like to report a fault or make a complaint about our service, please call our Customer Care line on 0844 921 1020 from 9am to 5pm Monday to Friday.

If you would prefer to write to us instead, please address your letter to:

Head of Customer Service

RawApple Communications Ltd
243 Notley Road
Braintree
Essex
CM7 1HR

If you should wish to cancel a line or service, you should do so in writing to the above address giving at least 30 days notice. Where the service is subject to a fixed term contract, early cancellation charges will apply. In certain circumstances verbal consent will be allowed to cancel a line.

How we deal with your complaint

When you contact us, we will normally ask you to give us the following information in order to deal with your complaint as efficiently as possible:

- ✓ **Company name and account number**
- ✓ **Name, contact phone number and postal address**
- ✓ **Nature of the complaint**

When we have registered your complaint we will give you a call to acknowledge receipt or write to you.

We will make every effort to resolve your complaint when you first contact us. However this is not always possible and we may have to investigate your complaint further.

Whatever your complaint, we will give you our initial response to it no longer than 5 working days from when you notified us. If you are not happy about the way in which your complaint has been handled, you can send a letter to our Managing Director, who will look at it directly, at the address above.

If your complaint is not resolved within Eight weeks or we have sent you written confirmation that the dispute has reached a deadlock situation, you may refer the complaint to Ombudsman Services Ltd who operate an Alternate Dispute Resolution (ADR) scheme on behalf of us as an Ombudsman Services Ltd member. Please refer to the contact section above for details. Ombudsman Services Ltd is an independent Ofcom-approved ADR scheme.

6. Customer Rights and Obligations

6.1 Number Portability

We may be able to port your number to and from other operators subject to technical availability. We may charge you for porting a number

6.2 Moving Home or Office

If you are moving home or office please call our customer services team on 0330 024 0380 at least 14 days before you move so that we can make the appropriate arrangements. If there are special circumstances regarding the move we will advise you of the revised timescales. It is important to let us know when you are moving to ensure that you are not charged for calls made from your old address once you have moved. You will remain responsible for any calls made until the point of notification. A final bill will be sent to your new address once you have moved.

6.3 Data Protection

RawApple Communications and its affiliated companies may use your personal information together with other information for providing telecommunications services, marketing, administration, and training. We may disclose your information to our affiliated companies, service providers and agents for these purposes. We may also keep your information for a reasonable period of time for marketing purposes in order to contact you about our services, but you can choose not to receive such marketing material at any time by notifying our Data Protection Officer in writing (see contact details below). Occasionally the marketing material concerns the provision of services by third parties. RawApple Communications also performs some processing of personal data required for commercial purposes (for instance, creditworthiness checks).

If you want to write to our Data Protection Officer, please use the following address:

Data Protection Officer
RawApple Communications Ltd
243 Notley Road
Braintree
Essex
CM7 1HR

6.4 Compensation

Neither of us will have to compensate the other for any detrimental event beyond the other's reasonable control. In this Code of Practice, 'beyond reasonable control' includes any act of God, reduction or failure of power supply, other telecommunication operators and suppliers or their equipment including access lines, act or omission of national or local government authority, war, military operation, riot or delay, employee dispute, or supply of equipment by third parties.

We agree that we shall be liable to you if the Services are not available for a continuous period of 12 hours or more in any one day and that unavailability is due to our fault. For each day that is so affected our liability shall be limited to the sum of 5% of the charges incurred in the average month during the previous quarter. We will pay such liability as a credit against your future invoices.

Either party's liability to the other in contract, tort (including negligence), breach of statutory duty or otherwise is limited to £2,500 for any event or series of connected events and £5,000 for all events (connected or unconnected) in any period of 12 calendar months.

6.5 Terms and Conditions

The Terms and Conditions describe the general legal and contractual obligations between our customers and us. The [Terms and Conditions](#) for all our services can be found on this website or by contacting your account manager.

6.6 Services for Older or Disabled Customers

RawApple Communications provides access free of charge to BT's '195 Directory Service for Blind or Disabled Customers'. Calls are connected onwards as required. BT's Text Direct Service is also available to all customers with speech and hearing difficulties and once again is free of charge. This service has short access codes to the Emergency Services, Operator Assistance and provides call progress announcements.

Details of these services can be found on the [BT 'Age and Disability'](#) website.

RawApple Communications will assess all requests for information and make special arrangements on a case-by-case basis. Please contact our Customer Service Department for assistance and further information (please see contact details above under Section 2).

6.7 Call Barring

If you want to have a particular number barred so that it cannot be dialled from your phone, please contact our Customer Service Department (please see contact details above under Section 2).

6.8 Calling-Line and Called-Line Identity

Your phone number is by default not displayed to the person whom you are calling. However, you can alter this by requesting that your phone number should be displayed to the person whom you are calling on a call-by-call basis or for all calls.

You can request that the phone number of the person who is calling you should not be displayed on your phone. You can also request that your phone number should not be displayed on the phone of the person who is calling you.

We do not charge for withholding a phone number in any of the above ways.

However, even if you request withholding of a phone number, we are legally obliged to pass it on in certain circumstances e.g. to the emergency services in case of an emergency.

To request any of the above facilities, please contact our Customer Service Department (please see contact details above under Section 2).

7. Communication with Customers

7.1 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 vote-lines, mobile ring-tone downloads, technical help-lines, charity fund-raising and adult entertainment.

Charges for these services are added to your telephone bill. Calling a PRS number generally costs between 10 pence and £1.50 per minute, per call or per text (incl. vat). Calling these services from, for example, mobile phones, cable networks or public payphones will generally cost more than the advertised rate but communication providers must publish calls to 0870 numbers where these are higher than 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 on 0330 024 0380 and via our website www.rawapple.co.uk

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 0330 0240 380 for advice on this. We can give you a fact sheet on PRS.

You can also ask for help from PhonepayPlus (Formerly ICSTIS) which is the industry-funded regulatory body for Premium Rate Services. PhonepayPlus operates a code of practice that sets out standards for the operation of PRS. You can use the PhonepayPlus website at www.phonepayplus.org.uk to check PRS numbers direct or to download a complaint form. PhonepayPlus 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 PhonepayPlus, see the "Useful addresses" section 2.2 above.

8. Approval and Review

This Code of Practice is approved by Ofcom and will be reviewed and updated by RawApple Communications Limited as and when required but at least every 12 months.