

Code of Practice

1. Introduction to Shine Networks Ltd

Shine Networks offers voice, data and broadband services to businesses throughout the UK. It sells directly to end-users through its Sales Department and 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

Website www.shinenetworks.net

Sales

Telephone 0800 254 55 44
Fax 0800 254 55 99
E-mail sales@shinenetworks.net

Support

Telephone 0800 254 55 44
Fax 0800 254 55 99
E-mail support@shinenetworks.net

For Faults and Maintenance issues, please contact our support department. If you would prefer to write to us instead, please address your letter to:

**Shine Networks Ltd
Langstone Technology Park
Havant
Hampshire
PO9 1SA**

Normal Office Opening Hours

Monday to Friday - 8.30am to 5.30pm - excluding bank holidays.

Other Organisations

The Communication and Internet Services Adjudication Scheme (CISAS):
24 Angel Gate,
City Road,
London
EC1V 2PT

Telephone 020 7520 3827
Fax 020 7520 3829
E-mail info@cisas.org.uk
Website <http://www.cisas.org.uk>

CISAS resolves disputes between member operators and their business customers.

Office of Communications (Ofcom) Contact Centre
Riverside House

2a Southwark Bridge Road
London
SE1 9HA

Phone 0207 981 3040
E-mail contact@ofcom.org.uk
Website www.ofcom.org.uk

Ofcom is the main regulator for the UK communications industry.

3. Our Commitment

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

4. Our Products

Shine Networks provides a range of business communications services including Wholesale services (WLR3), analogue lines, digital lines (ISDN), SIP trunks, broadband, lease lines and carrier pre-selection (CPS).

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Further details about our products can be found on our website: www.shinenetworks.net

5. Our Customer Support

Customer satisfaction is an 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 us.

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

5.1 Transferring to Shine Networks or Ordering a New Service

To order any of our services please call sale department on 0800 254 55 44 or email us at sales@shinenetworks.net Our standard terms and conditions, are available on request from our support team or via our website: www.shinenetworks.net

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 line plant 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 (2) 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 Maintenance

We offer the following levels of support for line faults:

Level 1 Clear by 23:59 day after next, Monday to Friday, excluding public and bank holidays. For example, report Tuesday, clear Thursday.

Level 2 Clear by 23:59 next day, Monday to Saturday, excluding public and bank holidays. For example, report Tuesday, clear Wednesday.

Level Business 2 Plus Prioritised on the day, clear by 23:59 next day, Monday to Saturday, excluding public and bank holidays. For example, report Tuesday, clear Wednesday.

Level 3 Report 13.00, clear by 23:59 same day. Report after 13:00 clear by 12:59 next day, seven days a week, including public and bank holiday.

Level 4 Clear within six hours, any time of day, any day of the year.

Any line fault can be reported during our opening hours on 0800 254 55 44.

5.4 Price Tariffs

Our standard price tariffs are available from our Network & Billing team on 0800 254 55 44

5.5 Billing and Payment

We bill customers on a monthly basis. Our normal 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 refund to your account.

We provide itemised bills in an electronic format (e-mail); this can also be provided on paper at additional cost or from our web based billing platform. Please contact the Network and Billing 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 £25 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 give in our Contract Terms and Conditions, a copy of which is available from our Billing team or via our website www.shinenetworks.net

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 do if you have a complaint about the Shine Networks telecommunications services. The Complaints Procedure is described here.

How to contact us

If you would like to report a fault, request maintenance or make a complaint about our service, please call our technical support line on 0800 254 55 44 from 9am to 5pm Monday to Friday.

If you would prefer to write to us instead, please address your letter to the address in section 2, alternatively e-mail to support@shinenetworks.net

If you should wish to cancel a line or service, you should do so only in writing to the address in section 2, giving at least 30 days notice. Where the service is subject to a fixed term contract, early cancellation charges will apply.

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:

1. Your company name and account number
2. Your name, contact phone number and e-mail address
3. Nature of the complaint
4. What you would ideally like us to do to rectify this for you

When we have logged your complaint we will contact you to acknowledge receipt, either by telephone, e-mail or letter. 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 or email to one of the addresses in section 2, stating this and you will be allocated a dedicated investigator for your complaint.

If your complaint is not resolved within 10 weeks or we have sent you written confirmation that the dispute has reached a deadlock situation, you may refer the complaint to CISAS who operate an Alternate Dispute Resolution (ADR) scheme on behalf of us as an CISAS member. Please refer to the contact section above for details. CISAS 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 sales team on 0800 254 55 44 at least 45 days before you move so that we can make the appropriate arrangements. If you fail to notify us in good time of any move, we cannot guarantee your services will be in place when required. 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

Shine Networks 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 support department in writing (see contact details in section 2). Occasionally the marketing material concerns the provision of services by third parties. Shine Networks also performs some processing of personal data required for commercial purposes (for instance, creditworthiness checks). Shine Networks comply with the Data Protection Act 1998.

6.4 Compensation

Shine Networks will not have to compensate any customer for any detrimental event beyond our 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 there is no service available for a continuous period of 24 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 our website or by contacting Shine Networks requesting a copy.

6.6 Services for Older or Disabled Customers

Shine Networks 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.

Shine Networks will assess all requests for information and make special arrangements on a case-by-case basis. Please contact our Support 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/s 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 business phone number is displayed to the person whom you are calling. 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.

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 Support Department.

7. Communication with Customers

7.1 Premium Rate Services

The Independent Committee for the Supervision of Standards of Telephone Information Services (ICSTIS) regulates all Premium Rate Services (PRS).

All calls to Premium Rate Service numbers are charged at a higher rate than normal local, regional and national calls. If your complaint involves a dispute over charges for these calls, please contact our Support Department.

The Independent Committee for the Supervision of Standards of Telephone Information Services (ICSTIS)

4th Floor

Clove Building

4 Maguire Street

London SE1 2NQ

Phone: 020 7940 7474

Fax: 020 7940 7456

Website: www.ictsis.org.uk

8. Approval and Review

This Code of Practice is inline with Ofcom regulations and will be reviewed and updated by Shine Networks Ltd as and when required but at least every 12 months.