

Summary of General Condition 23

Ofcom have asked us to publish a summary of our obligations under General Condition 23.

What is General Condition 23?

General Condition 23 is a set of rules that Ofcom have asked us to follow, which sets out how we should sell mobile phone contracts to our customers.

What are the rules?

Under this condition, we must make sure that our staff are fully trained and are able to give potential customers all the information they need to decide whether our packages are suitable.

How we protect our customers?

The principles that are covered in General Condition 23 are already in line with our beliefs and principles, so this is something we are already doing. The basic rule is when selling or marketing services, we shouldn't be dishonest, aggressive, mislead or be dishonest to customers and we shouldn't contact customers in an inappropriate way. Ofcom have given some examples of this:

- Missing out important information, including information that isn't true or is half-true and is intended to provide false or misleading information to deliberately deceive a customer when they are deciding to buy one of our packages
- Harassing or intimidating customers and putting pressure on them to sign a contract, such as threatening them.
- 'Slamming' which is where a customer has agreed to another contract from someone without realising what they have agreed to. It could either be a new contract or an upgrade. They could find themselves with more than one contract at the same time.
- Calling a customer very early in the morning or late in the evening unless they have specifically asked us to.
- Not clearly introducing themselves and the reason for the contact at the start of the sales and marketing call. The name of the company or organisation must always be mentioned and expressions such as 'calling on behalf of Home Telecom' shouldn't be used unless fully authorised to do so.
- Exploiting venerable customers, for example, the very old or those whose first language is not English.

To protect our customers details, we need to keep all sales records (such as contracts and/or call recordings) for a minimum of 6 months.

What information we provide?

- When a customer is joining us for services, we will always need to check the customer's identity before they agree a contract or make changes to an existing contract.
- Whilst the contract is being agreed, or shortly after in the medium of an email or letter, we will provide the following information:
 - Who the contract is with.
 - How long the contract is for (including any minimum contract term)
 - What the monthly fee is (and what is included, such as texts, calls and data)
 - Call rates in and outside of the package, as well as the Access Charge
 - The right to cancel (including termination procedures)
 - The date the services should start
 - They agree a contract or make changes to an existing contract.