

**TalkTalk's Code of Practice on Handling  
Complaints and Resolving Disputes for  
Domestic and Small Business Customers**

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## **TalkTalk's Code of Practice on Handling Complaints and Resolving Disputes for Domestic and Small Business Customers**

This code of practice does not remove any of your legal rights as a customer, nor does it form part of a contract between you and TalkTalk. This Code of Practice is published by TalkTalk Telecom Limited (referred to as TalkTalk in this document).

### **1. About TalkTalk**

TalkTalk is the consumer telephone business of The Carphone Warehouse Group plc, Europe's leading independent communications retailer.

### **2. Purpose of the code**

The code of practice aims to ensure best practice when we work with our customers.

The code provides:

- information on how to contact TalkTalk;
- information on some of our main services;
- information on our sales and marketing activities;
- information on billing and pricing issues;
- information on premium-rate and number-translation services;
- information on how to make a complaint;
- contact details for related organisations such as Ofcom, the regulator.

### **3. How to contact us**

You can contact us in any of the following ways:

By phone: 0870 444 1820 for landline and broadband services or  
0870 087 0100 for mobile telephone services  
These numbers are free from your registered TalkTalk landline telephone and otherwise are charged at the standard rates, currently 7p a minute 6am-6pm weekdays, 3.5p a minute 6pm-6am weekdays and 1.5p a minute at weekends (midnight Friday to midnight Sunday)

By e-mail: through [www.talktalk.co.uk/contactus/](http://www.talktalk.co.uk/contactus/)

In writing: TalkTalk Telecom Limited  
5 Portal Way  
London  
W3 6RT

You can also visit us at [www.talktalk.co.uk](http://www.talktalk.co.uk)

You will find contact details of useful organisations in section 24.

## **4. Background and services**

TalkTalk offers telephony services mainly to residential consumers. These services include line rental, voice calls, internet access and mobile telephone services.

We use the telecoms network of our sister company, Opal Telecom Limited, also part of The Carphone Warehouse Group plc for our line rental, voice calls and broadband services. Opal owns a UK national telecommunications network that is connected to BT and several other network operators.

Mobile calls made by TalkTalk mobile customers are carried on a mobile telecommunications network provided by an operator that Ofcom has licensed to use part of the radio spectrum in the UK. The network we use to provide our mobile telephone services already covers over 99% of the UK population. In areas where high-quality outdoor coverage is indicated, it is usually possible to make and receive calls in buildings. However, this depends on the construction of the building. Local physical conditions that may interfere with radio signals can affect all products using radio technology, including television and car radios. As with other mobile phone services, reception may be affected in tunnels, dips, cuttings and wooded areas. In some cases, reception will be affected inside buildings.

### **4.1 Line rental**

We provide line rental, which allows you to obtain from us the telephone line(s) on which you make your calls or access the internet. We may provide the line rental service to you using either wholesale line rental (where we buy this product from BT) or local loop unbundling (LLU).

The local loop (also known as “the last mile”) is part of the BT telephone network and is the physical link – the copper wires – between your home and the local telephone exchange. In the past, this has meant that telephone and broadband users have needed a phone link with BT to make and receive telephone calls and/or use broadband services from other suppliers. LLU allows BT competitors to install their own equipment into BT’s telephone exchanges so that BT’s copper wires are physically switched to their equipment.

If you take our line rental service, you must also take our voice call service.

### **4.2 Voice calls**

We provide a service that allows you to make telephone calls via the Opal telecommunications network. We may provide the voice call services using LLU or carrier pre-selection (CPS). CPS enables you to pre-select an alternative carrier to BT for certain kinds of calls, and to be billed directly by that carrier without needing to dial codes before each call or have a router box plugged into the line. Please note, however, that to receive free or discounted international calls to certain countries, you may have to dial a prefix (currently 18418) before the telephone number.

### **4.3 Internet access**

We provide a broadband service. Broadband is the high-speed 'always on' access to the internet supplied to your home through your landline using LLU or CPS.

#### **4.4 Mobile calls**

We provide a mobile telephony service enabling you to make or receive calls and to send and receive data by a mobile telecommunications network. TalkTalk mobile services are only available to customers on a TalkTalk landline calling plan. TalkTalk mobile customers can make calls to other mobile customers using any of the network operators available in the UK (including other TalkTalk mobile customers) and fixed-line phones. Calls to UK mobile phones can be made to other TalkTalk mobile customers or mobile customers using any of the network operators available in the UK.

Where customers have free minutes associated with a specific tariff, these are only available for voice calls made in the UK to any TalkTalk landline number and for normal residential use. Free calls exclude calls to any other landline number, any mobile number (including a TalkTalk mobile number), calls routed through the BT access code 1280, an operator-connect call or a reverse-charge call.

#### **4.5 Other mobile services**

##### **Voicemail**

In the interest of other users, the number and length of messages that can be left on the TalkTalk mobile voicemail service is limited and the confidentiality of messages cannot be guaranteed.

##### **Text bundles**

Text Bundles (where you pay a fixed charge for a fixed number of text messages) are not available to TalkTalk mobile customers.

##### **Allocating your mobile phone number**

TalkTalk will allocate a mobile telephone number for you to use on the mobile network. The number does not belong to you and may only be transferred to another service provider in certain circumstances. Further details are available on request from 0870 087 0100.

##### **Directory enquiries**

If you tell us, we will include your details in a national directory and/or directory enquiry service. Please call or write to us (please see our website for contact details) if you would like us to do so. There may be a reasonable charge for this service.

## **5. Sales and marketing activities**

### **5.1 Background**

TalkTalk is one of the leaders in providing telephone services to consumers in the UK. Customers join us through residential marketing, over the telephone, through the internet and by signing up in a Carphone Warehouse shop.

We are committed to giving outstanding service, which includes our sales and marketing activities. It is essential that our customers understand, at the point of sale, the services offered and the contract they are making.

When dealing with our customers, we seek to follow the five principles that are central to The Carphone Warehouse, which are:

- If we don't look after the customer, somebody else will.
- Nothing is gained by winning an argument but losing a customer.
- Always deliver what we promise. If in doubt, under-promise and over-deliver.
- Always treat customers as we ourselves would like to be treated.
- The reputation of the whole company is in the hands of every individual.

## **5.2 Sales, marketing, advertising and promotion**

TalkTalk keeps to all official codes of practice, including advertising and consumer-protection regulations. This includes the Mailing Preference Service, the Telephone Preference Service, the Fax Preference Service and the E-Mail Preference Service.

Our advertising and promotions comply with the British Codes of Advertising and Sales Promotion. We always aim to ensure that our advertising and promotional literature is clear, unambiguous, accurate and fair and that it does not contain any false or misleading information about price, value or service.

We do not denigrate other providers of telecommunications or broadband internet services.

## **5.3 Recruitment**

We follow strict procedures when we hire and train sales agents who will market and sell our services in face-to-face sales, telephone sales or residential sales.

While operating within the framework of current employment law, we specifically take into account when recruiting sales agents:

- behaviour and appearance – we recognise that the sales person may be seen as the “public face” of the telecoms industry as a whole;
- security – we thoroughly check and consider all references and relevant convictions for criminal offences;
- evidence of mis-selling or lack of integrity in any previous selling employment.

In addition we require sales agents to follow these rules:

- They must provide proof of their NI number, proof of their address and two references.
- Their referees must not be related to them.

- Their business referees must not both be from the same company.
- Those who leave the company must return all company property including materials, contracts and identification badges.

If a sales person transfers to another company, we will keep a copy of their records for at least three years.

#### **5.4 Sales training**

After recruitment, all our sales agents are trained to ensure they have sufficient understanding of the relevant sections of this code. They are tested to demonstrate this. We also require our sales agents to go through a continuous training programme to update their knowledge as and when necessary.

Their training also ensures a good understanding of the following topics:

- how competition in telecommunications works in the UK;
- what telephone services TalkTalk provides and how these may differ from competing telecoms products;
- how the customer orders competing telephone services in the UK;
- the relevant principles of consumer-protection law;
- TalkTalk's prices and other terms and conditions of service and, in particular, methods of payment, duration of contract and termination fees;
- the nature and cost of any additional TalkTalk services;
- the process for cancelling the contract during the cooling-off period and at any time after the service has started; and
- how we handle customer complaints.

#### **5.5 Remuneration (payment) systems**

Our remuneration systems discourage misleading or exploitative sales practices. All agencies representing us disclose all details of incentive schemes to us.

#### **5.6 Customer contact**

We want to ensure that you have a pleasant and reassuring experience whenever you come into contact with any of our sales agents. We keep to the following principles when we contact new customers:

- Our representatives will show discretion when they visit your home, particularly after dark. We do not visit homes before 9am or after 8pm, unless you ask us to.
- We will not call you before 8am or after 9pm, unless you ask us to.
- If one of our representatives visits your home, they must wear an identity badge that clearly displays the name of TalkTalk and a unique identification number for that representative. The identity badge must also display the representative's first name and surname, a recent (less than one-year-old) passport-style photograph

and an expiry date on the identity badge. The badge will be set out clearly using 14-point type.

- Our representatives will carry a Braille version of the badge at all times and will make this available to you on request.
- Our representative will wear the badge on their chest so you can read it without effort. It should not be hidden by clothing or anything else.
- Each representative will hand over the set of two badges to a senior co-ordinator at the end of each day. They will be re-issued to the individual on the next working day.
- On contacting you by phone, our representatives will immediately identify themselves, giving their name, and say that they work for TalkTalk from The Carphone Warehouse. They will also explain that TalkTalk is a residential telecoms provider, why they are calling and the expected call length. If visiting or meeting in person, they should show you their identity card immediately.
- We aim to keep our representatives informed of local anti-burglary initiatives, password schemes and similar.
- When our representatives visit your home, you must be able to verify that they are genuine. The name badge gives details of the customer services phone number to call. Also, when you sign up, our representative will give you a leaflet stating the company's name and address, a contact telephone number and email address.
- In The Carphone Warehouse stores our representatives will wear identity badges that clearly display their first name and surname.
- Our representatives will be courteous, use appropriate language and offer clear and straightforward explanations. They will use only the material that we have approved to explain the service to you, including how our service may cover network services provided by other companies.
- Our representatives will never misrepresent the services of TalkTalk or any other company and will always provide factual and accurate information.
- Our representatives will check that you understand that you are making a contract with us to arrange an alternative provider for your telephone service or broadband service (or both).
- In a sales telephone conversation, our representative will mention the name TalkTalk at least three times during the call.
- Our representatives will cease contact if you indicate that the contact is inconvenient, unwelcome, inappropriate or too long. If you request it, the representative will end the discussion immediately and, if visiting your home, leave the premises immediately.
- Our representatives will never abuse the trust of vulnerable customers e.g. those who are elderly or whose first language is not English, or who have special needs. Our representatives will never pursue a sales conversation if they have reason to believe that the customer is vulnerable.

- Our representatives will never enter sheltered housing, nursing homes or residential care homes without the prior permission of the warden or other person in authority.
- The representative will confirm that the sale is being made to a customer who is a decision-maker for the household.
- We will not conduct any sales and marketing activities specifically aimed at people who are under the legal age for making contracts.
- We will keep marketing campaign records for six months, including the date and approximate time of the contact with you. These records will enable us to identify the salesperson(s) involved and help us deal with any complaint or query.

### **5.7 How you make a contract with TalkTalk**

You may make a contract for TalkTalk services in three separate ways:

- in writing (when our representative visits your home or when you visit a high-street shop of The Carphone Warehouse); or
- verbally (when you agree over the phone to take the TalkTalk service); or
- by signing up on the TalkTalk or The Carphone Warehouse websites ([www.talktalk.co.uk](http://www.talktalk.co.uk) or [www.carphonewarehouse.com](http://www.carphonewarehouse.com)).

Whichever way you join us, we have safeguards to ensure that you understand the service and know you are making a legally binding contract.

When we ask you to make a contract for TalkTalk services, our representative will provide in writing the following information:

- essential information including the name of TalkTalk, its address, telephone, fax and e-mail contact details;
- a description of our telephone service to enable you to understand the service you have chosen and how it works;
- information about the major elements of the service, including the costs of any standing charges, the payment terms, line rental, key call types and details of “protected or special support” arrangements;
- the arrangements for providing the service, including how we deal with the order and, as accurately as possible, when the service is likely to start – if the start date may be significantly delayed, we will let you know;
- your right of cancellation and how to exercise it; and
- how long the TalkTalk charges will remain valid.

We have designed our order forms and contracts to make the contractual nature of these documents clear to you.

**When you sign a contract for our landline telephony or broadband service in your home or in one of The Carphone Warehouse shops**

You will be asked to initial each of the following statements listed on the contract:

- I understand that TalkTalk is an independent company and not part of British Telecommunications plc (“BT”).
- I understand that if I am not the BT account holder, I must inform the BT account holder of this change. I am a decision-maker in the household; i.e. I have authorisation to make this request.
- The representative has explained to me the benefits of TalkTalk and advised me of the process over the next two to three weeks. This includes a welcome letter that you will send to me and a letter that I will receive from my previous supplier.
- I can confirm that the representative was polite and courteous and the photographic identity badge was clearly visible.
- I am not an existing customer of TalkTalk.
- I understand that I am signing a contract to change my telephone line and call provider to TalkTalk, not making a request for information.
- I am aware that on all tariff plans a minimum term of 3 months applies to line rental when transferring from another service provider.
- I understand that if I choose any of the following call plans, a connection fee applies and I am entering into a contract with a minimum term of 18 months: Talk 2 International, Talk 2 Total, Talk 3 International, Talk 3 Total.
- I understand that if I take calls, line rental and broadband from TalkTalk, a contract with a minimum term of 18 months applies.
- I understand that I can change my mind and cancel the request within 14 days.

You will be asked to sign and date the paper contract over the word “CONTRACT”.

Next to the place of signature, the contract will clearly state that a summary of the terms and conditions is set out overleaf. A copy of our full terms and conditions is available on our website at [www.talktalk.co.uk](http://www.talktalk.co.uk).

The contract will ask you to confirm that you are over 18 and have the authority to change telecommunications provider for the telephone number concerned.

The contract will also state the business name and address for TalkTalk.

**When you sign a contract for our mobile telephony service in your home or in one of The Carphone Warehouse shops**

We will give you a written contract and a summary of TalkTalk’s terms and conditions. You will be asked to sign and date the paper contract. Next to the place of signature the contract will clearly state that a summary of the terms and conditions is set out overleaf. The contract will ask you to confirm that you are over 18. The contract will also state the business name and address for TalkTalk. A copy of our full terms and conditions is available on our website at [www.talktalk.co.uk](http://www.talktalk.co.uk).

**When you make a contract for our landline telephony service over the phone (by being called by TalkTalk or by calling TalkTalk)**

During the phone call, the TalkTalk representative will tell you or confirm with you the following points:

- TalkTalk is an independent company and a leading competitor to British Telecommunications plc (“BT”).
- You are the BT telephone account holder or you have confirmed that you have the authority from the BT telephone account holder to make decisions on the telephone account.
- Your TalkTalk voice calls service will become active in about two to three weeks. You will receive confirmation of your order. This will include your date of transfer and a welcome pack, including a summary of our terms and conditions. You will also receive a letter from your previous supplier.
- You are not requesting information only and you are aware that you are entering into a contract that has a minimum period.
- You have a 14-day cooling-off period, which starts today.

We record all calls for training and quality-assessment purposes.

Our representative will ask you to confirm that you are over 18 and have the authority to change telecommunications provider for the telephone number concerned. We will send you a welcome pack, including a summary of our terms and conditions, by post. A copy of our full terms and conditions is available on our website at [www.talktalk.co.uk](http://www.talktalk.co.uk).

The TalkTalk representative will read to you the full direct debit guarantee as the means of payment for the TalkTalk service.

**When you make a contract for our mobile telephony service over the phone (by being called by TalkTalk or by calling TalkTalk)**

We record all calls for training and quality-assessment purposes. Our representative will ask you to confirm that you are over 18. We will send you a welcome pack, including a summary of our terms and conditions, by post. A copy of our full terms and conditions is available on our website at [www.talktalk.co.uk](http://www.talktalk.co.uk).

**When you make a contract for our landline or mobile telephony service by visiting the TalkTalk website**

You will be prompted to read and agree to the full terms and conditions before completing the transaction of signing up for TalkTalk. The final page will confirm your personal details. We will send you a welcome pack, including a summary of our terms and conditions, by post. A copy of our full terms and conditions is available on our website at [www.talktalk.co.uk](http://www.talktalk.co.uk).

## **5.8 Order processing**

**After you have agreed to take the TalkTalk landline telephony service**

You will receive a TalkTalk information pack either when you sign the contract or, if you agree to it on the phone, at your home address within seven working days.

You will receive at your home address a letter that contains the following information:

- date of notification;
- telephone number(s) (CLI)(s) affected;
- list of services affected/unaffected;
- date of switchover;
- TalkTalk’s contact details for any queries;

- reference to the code of practice and how to get a copy.

With the letter you will also receive a general information leaflet giving full details of the service, how it works and frequently asked questions.

If the sale was not made face to face with a TalkTalk representative, the welcome pack will include a summary of the terms and conditions (these will have been provided at the point of sale for a face-to-face sale).

We aim to complete the process from agreement to the service going live within 20 working days.

We reserve the right not to make agreements.

Cancelling TalkTalk after you have gone live takes 10 working days from the date we receive a request to cease the service, as we are obliged to follow the procedures that the industry (including BT) has agreed to. During this period, you remain liable for the costs of any services we provide.

### **After you have agreed to take the TalkTalk mobile telephony service**

You will receive a TalkTalk information pack either when you sign the contract or, if you agree to it on the phone or over the internet, at your home address within seven working days.

If the sale was not made face to face with a TalkTalk representative, the welcome pack will include a summary of the terms and conditions (these will have been provided at the point of sale for a face-to-face sale).

We aim to process completed orders as quickly as possible. Some processes require some time to implement, but most connections to TalkTalk mobile are completed within 24 hours.

When you receive your TalkTalk mobile, the mobile phone SIM card provided will already be connected to the mobile network.

### **Previous TalkTalk mobile customers:**

If you are a previous TalkTalk mobile customer and wish to come back to TalkTalk mobile, please call us on 0870 087 0100 and we will aim to get you reconnected as soon as possible.

## **5.9 Cancellation and refunds**

If you wish to cancel any of your TalkTalk services, you can do so in writing, by phone or by e-mail (contact details are set out in section 3). If you cancel the TalkTalk line rental, voice calls or internet access service within 10 working days from your order, we will not charge you for doing so.

A minimum contract period applies to the services (3, 12 or 18 months depending on the services you take). We will make a termination charge if you cancel within your minimum contract period (but not if you cancel your broadband service during any agreed trial period). This charge is the lower of the amount we have to pay for disconnecting you or the total monthly fees you would have had to pay under your contract up to the end of the minimum contract period.

If you want to cancel the voice calls service, you must give us 15 days' notice. If you want to cancel the line rental, internet access or the mobile service, you must give us 30 days' notice.

If there is a fault with your service, you should contact customer services (contact details are set out in section 3). We will try to repair a service failure in line with the repair service you have chosen. You may also claim compensation if we fail to repair your service when we said we would. Please contact customer services or visit our website for details.

If the SIM card we have given you for your mobile phone is shown to be faulty within 28 days of purchase, we will replace the SIM card free of charge or refund its price (if any). At the end of this 28-day period, we will not give a replacement or refund. Top-ups are non-refundable.

If you are a previous TalkTalk customer and wish to come back to TalkTalk, please call us on 0870 444 1820. We will aim to get you reconnected as soon as possible, subject to our normal debt-collection procedures.

## **5.10 Consumer protection and other legal requirements**

We comply with all applicable consumer-protection law and other legal requirements.

### **5.11 Audit**

We will make regular audits of our systems, procedures and documents to ensure we comply with our code of practice.

### **5.12 Customer service**

Our customer service representatives can help with all your queries, including products, billing and tariffs, at the following times:

Monday–Friday 8am–8pm  
Saturday 9am–6pm  
Sunday and bank holidays 10am–5pm

If you have any service enquiries, please call us on 0870 444 1820 for landline and broadband or 0870 087 0100 for TalkTalk Mobile.

Alternatively, you may write to our customer service centre at:

TalkTalk Telecom Limited  
Customer Services  
5 Portal Way  
London  
W3 6RT

Or e-mail us through: [www.talktalk.co.uk/contactus/](http://www.talktalk.co.uk/contactus/)

### **5.13 Responsibility for complying with the sales and marketing code**

Talk Talk is responsible for making sure all TalkTalk representatives comply with the code. Our Compliance Manager is accountable for ensuring that we and our agents

observe the code, and is also responsible for handling complaints relevant to the code. You can contact our Compliance Manager in the following ways:

Address:

Email:

Rajesh Patel  
Sales Compliance Manager  
TalkTalk Telecom Limited  
5 Portal Way  
London  
W3 6RT

[www.mytalktalk.co.uk/contactus](http://www.mytalktalk.co.uk/contactus)

Telephone:

0870 444 1820

## **6. Ordering, minimum period and cancellation**

### **6.1 How you order TalkTalk**

You may order TalkTalk services in three different ways:

- when our representative visits your home or when you visit a high-street shop of The Carphone Warehouse; or
- by telephone; or
- through the TalkTalk or The Carphone Warehouse websites ([www.talktalk.co.uk](http://www.talktalk.co.uk) or [www.carphonewarehouse.com](http://www.carphonewarehouse.com)).

You will receive a welcome pack including a summary of the terms and conditions either in store or, if you have not ordered in store, at your home address within seven working days. For TalkTalk landline, we aim to complete the process from agreement to the service going live within 20 working days. For TalkTalk mobile, we aim to process completed orders as quickly as possible. Some processes take some time to complete, but most connections to TalkTalk mobile take less than 24 hours.

### **6.2 Minimum contract period**

A minimum contract period applies to the services (3, 12 or 18 months depending on the services you take).

### **6.3 Cancellation and refunds**

If you wish to cancel any of your TalkTalk services, you can do so in writing, by phone or by e-mail (contact details are set out in section 3).

If you cancel the TalkTalk line rental, voice calls or internet access service within 10 working days from your order, we will not charge you for doing so.

If you want to cancel the voice calls service, you must give us 15 days' notice. If you want to cancel the line rental, internet access or the mobile service, you must give us 30 days' notice. During these periods, you remain liable for the costs of any services we provide. We will make a termination charge if you cancel within your minimum contract period (but not if you cancel your broadband service during any agreed trial period). This is the lower of the amount we have to pay for disconnecting you or the total monthly fees you would have had to pay under your contract up to the end of the minimum contract period.

If there is a fault with your service, you should contact customer services (contact details are set out in section 3). We will try to repair a service failure in line with the repair service you have chosen. You may also be able to claim compensation if we fail to repair your service when we said we would. Please contact customer services or visit our website for details.

If the SIM card we have given you for your mobile phone is shown to be faulty within 28 days of purchase, we will replace the SIM card free of charge or refund its price (if any). At the end of this 28-day period, we will not give a replacement or refund. Top-ups are non-refundable.

## **7. Fault repair**

You can report faults to our customer services centre on 0870 444 1820 at the following times:

Monday–Friday 8am–8pm  
Saturday 9am–6pm  
Sunday and bank holidays 10am–5pm

Faults can occur on the TalkTalk network, another operator's network, or on the phone used by you or the person you are trying to call. If the fault is reported during normal working hours, we will try to establish its location. We may ask you to carry out some simple checks to help us find the cause.

If you have a TalkTalk line, repairing faults on our network is part of the maintenance cover we provide with our service.

If you have a BT line and the fault is not on our network, we may not be responsible for repairing it. If the fault is on the BT network, you may need to report this fault to BT directly. To report a BT fault, call BT Residential on 0800 800 151.

## **8. Pricing**

We will be pleased to give you our prices on request. For pricing information please visit [www.talktalk.co.uk](http://www.talktalk.co.uk) or call us on 0870 444 1820 for landline or broadband services or 0870 087 0100 for TalkTalk Mobile.

### **Mobile**

A payment of £10 per month per SIM card must be made to your TalkTalk landline account by direct debit, along with your TalkTalk landline bill and in accordance with our full terms and conditions. This charge will be offset against any chargeable calls you make or receive (if appropriate) but not against any free minutes. If you do not use any part of the £10 credit in the month it was first charged, it will be rolled over into the next month. However, any credit you do not use after 60 days will be lost and we will not make a refund. If you wish to make calls in excess of the £10 credit, you must buy top-ups. We may withdraw free minutes at any time, for example if we change or withdraw the offer or if you have breached the terms and conditions of use.

TalkTalk mobile calls to other UK mobile phones in England, Northern Ireland, Scotland and Wales will be rated as local calls. TalkTalk mobile calls to the Republic of Ireland will be rated as international calls. There are certain countries that, as a TalkTalk mobile customer, you cannot make calls to, because of technical or network restrictions. There is a list of these countries in TalkTalk mobile's terms and conditions and the list may be updated from time to time. You may not make calls to any satellite phone networks and you cannot make calls when outside the UK.

You will be charged for the calls and SMS messages you make. You may also be charged to receive SMS or MMS if abroad and certain premium-rated MMS or SMS. TalkTalk mobile does not currently support MMS/Picture messaging, premium-rate calls or GPRS.

## **9. Billing**

We will send you a monthly bill. Your first bill will be issued about two weeks from the time that your TalkTalk service begins and then at about the same time of the month in subsequent months. Payment is by direct debit. Please note that calls and charges for TalkTalk Mobile will not be itemised on your TalkTalk landline bill. If you want this information, please contact customer services on 0870 087 0100.

## **10. Online billing**

This free, efficient service offers a fast and simple way to view and access your TalkTalk telephone account. The online billing system gives you instant access to your TalkTalk invoices.

If you would like to discuss online billing, please call Customer Services on 0870 444 1820 or register via TalkTalk's website at [www.talktalk.co.uk](http://www.talktalk.co.uk).

When you register you will need to refer to a recent copy of your TalkTalk invoice. As an existing online-billing customer you can access your bills at: [www.talktalk.co.uk](http://www.talktalk.co.uk).

The information provided online is the same as on our paper bills.

## **11. Disconnection for non-payment**

Prompt payment of bills helps us keep our costs down so that we can continue to offer a highly competitive service. Please call us as soon as possible if you think you may have difficulty paying your bill. If there are special circumstances, we may be able to agree special arrangements with you to prevent disruption of your telephone service.

If a bill is not paid, we will make reasonable attempts to resolve the matter with you. However, if we cannot get a satisfactory explanation for the non-payment, we may suspend or disconnect your service or suspend the free minutes in accordance with our terms and conditions. All calls to TalkTalk landline numbers from your TalkTalk mobile phone will then be charged at our normal landline rates and the £10 monthly credit will still be payable.

## **12. Billing queries**

We take billing accuracy very seriously. If you disagree with or do not understand your bill, please call us on the number quoted on your bill.

You are liable for the costs of any calls that you make over our network. If you query the charge for dialled calls, we will re-check the bill. If we find a mistake, you will be credited accordingly.

### **13. Difficulties in making or receiving calls**

If you have difficulty in making a call, you should try re-dialling. If you still have difficulty, please call us on 0870 444 1820 for landline or broadband services or 0870 087 0100 for TalkTalk Mobile.

Problems can occur on the TalkTalk mobile network, another operator's network, or on the phone used by you or the person you are trying to call. If the problem is reported during normal working hours, we will try to establish the location of the problem. We may ask you to carry out some simple checks to help us find the cause of the problem.

### **14. If you are dissatisfied with TalkTalk's service**

#### **14.1 How to make a complaint**

If you are not happy about any aspect of our products, our services or our sales and marketing activities, then we want to hear from you. To make a complaint, please call us on 0870 444 1820 to speak to a customer advisor (please call 0870 087 2001 if you are elderly or disabled) or email us through [www.talktalk.co.uk/contactus/](http://www.talktalk.co.uk/contactus/). We usually find that any issues can be dealt with at this stage, but if you are not totally satisfied, you may ask for the matter to be referred to a team leader or manager for more help.

You can also contact us in writing at:

TalkTalk Telecom Limited  
Customer Services  
5 Portal Way  
London  
W3 6RT

#### **14.2 Still not happy?**

If you have made a complaint to us and you are not totally satisfied with our response, you can refer your complaint to a customer-liaison manager by writing to us at:

Customer Liaison Manager  
Carphone Warehouse  
PO Box 344  
Unit 19  
Southampton  
SO30 2NP

### **15. Resolving disputes**

If you have concerns, you should always contact us first, and we will do our best to sort out any problems. However, if we can't resolve your complaint satisfactorily, we

will write to say so. This is sometimes called the “deadlock” letter. When you receive this letter or if more than 3 months has passed since you first raised the complaint with us, you have the right to refer your case to the Office of the Telecommunications Ombudsman, Otelo for short. Otelo is an independent alternative dispute-resolution scheme which investigates customers’ complaints about telecoms services fairly and free of charge. TalkTalk is a member of Otelo and as such must respond to Otelo enquiries and accept its decision on complaints. Otelo will want to ensure that you have followed our complaints process before contacting it. If this is not obvious, Otelo is likely to refer the matter back to us for resolution. Otelo can give you further details. Contact details are as follows:

Otelo  
PO Box 730  
Warrington  
WA4 6WU

Call: 0845 050 1614 or 01925 430 049

E-mail: [enquiries@otelo.org.uk](mailto:enquiries@otelo.org.uk)  
Website: [www.otelo.org.uk](http://www.otelo.org.uk)

## **16. Your rights and obligations**

### **16.1 Data protection**

We may collect personal information about you from various sources. These may include:

- the customer agreement, i.e. the agreement that you sign when you take a service from TalkTalk – this may include your name, address, other contact details and banking details;
- details you give if you contact us with an enquiry;
- direct marketing organisations;
- other publicly available sources such as the electoral roll.

TalkTalk is registered under the Data Protection Act and takes all reasonable steps to ensure there is no unauthorised access to your personal data.

We may use the personal data we hold to promote our products and services but we will not pass them to any other organisations for marketing purposes unless you have authorised us to do so.

In some circumstances we may supply information to organisations such as the police and other governmental agencies where the law permits us to do this.

We may record phone conversations for training purposes or to provide evidence of a transaction.

If you wish to know what personal information we hold on you, you can get this by writing to:

Data Controller  
Legal Department  
TalkTalk Telecom Limited  
1 Portal Way  
London  
W3 6RS

You may wish to stop unsolicited telemarketing calls and faxes from other organisations. If you register with the Telephone Preference Service (TPS) and the Fax Preference Service (FPS), this may prevent some of these calls and faxes. The contact details for the TPS and FPS are given in sections 20 and 21.

You should note that if you have previously told us that you are happy for us to contact you by phone, registering with the TPS will not change that consent. So you would also need to contact us directly to let us know that you have changed your mind.

## **16.2 Terms and conditions**

Our full terms and conditions are available on request from our customer service advisers on 0870 444 1820 or on our website at [www.talktalk.co.uk](http://www.talktalk.co.uk).

## **16.3 Services for disabled and elderly customers**

If you are older or have a disability and wish to discuss any special telecommunications requirements, then please contact our customer service centre at the above address or phone number (call 0870 087 2001) or email us from [www.talktalk.co.uk/contactus/](http://www.talktalk.co.uk/contactus/). We will try and meet your needs where possible.

## **16.4 Protection and support of vulnerable groups**

TalkTalk supplies telecommunications services to residential customers. We understand that some of our customers may have special needs and so require particular attention. Under our policy we help any customers who may have difficulty using telephony services, whether they have a disability or are from other vulnerable groups.

## **17. Phonebook entry**

If you have a TalkTalk landline, you will need to specify the format of your phonebook entry to us. You can call us on 0870 444 1820 to discuss this.

If you have a BT line, then using TalkTalk's CPS (carrier pre-select) services will not affect your phonebook entry. With a BT line, you have a right to be included in the BT phonebook and directory enquiries, free of charge. You may also choose to be ex-directory.

## **18. Premium-rate and number-translation services**

You may find the following information useful in case you are unsure about premium-rate (09 numbers) and number-translation services (08 numbers).

### **18.1 Premium-rate services**

## **Icstis – the premium-rate services regulator**

Icstis is the industry-funded regulatory body for all premium-rate charged telecommunications services. It regulates premium-rate services in their entirety – their content, promotion and overall operation – through the Icstis code of practice. Icstis's role is to prevent harm to consumers.

Icstis investigates complaints about the promotion and operation of services that involve the use of a telephone connection via a premium-rate number. This includes services available through various mediums such as voice (telephone), fax, Internet, mobile phone SMS and interactive TV.

Icstis regulates any service/promotion that is operating on one of the following number ranges:

- numbers beginning with 090 or 091;
- directory enquiry (DQ) services operating on numbers beginning with 118; and
- reverse-billed SMS (you are charged for receiving messages) containing content operating on shortcodes. Shortcodes have 4 or 5 digits and start with 8, 6 or 2. (SMS stands for short message service.)

Icstis can fine companies and bar access to services if its code of practice is breached. Icstis can also bar the individual(s) behind a company from running any other premium-rate services under any company name on any telephone network for a defined period.

Icstis can deal with lesser problems by issuing formal reprimands or ordering companies to come to us for prior approval.

Their service is free to consumers and fully independent.

### **How to complain to Icstis**

If you think a particular service falls within Icstis's remit, you can submit a complaint to them. There are various ways of submitting your complaint but before you do, we recommend that you visit their online number-checking facility for instant information about the number in question. After that, please use one of the following methods:

- if you have a hard copy of the promotion in question (i.e. a page from a magazine), please supply your complaint in writing with a copy of the promotion to: Icstis, FREEPOST WC5468, London SE1 2BR
- by using their online complaint form ([www.icstis.org.uk](http://www.icstis.org.uk))
- by calling their free helpline on 0800 500 212 from 8am–8pm, Monday–Friday.

### **Finding information about our premium-rate service (PRS) tariffs**

You will find up-to-date information about the tariffs for calling PRS numbers from our network on our website ([www.talktalk.co.uk](http://www.talktalk.co.uk)).

### **How PRS works**

Calls to PRS numbers are typically more expensive than calls to other telephone numbers. Most PRS numbers operate on the basis of a revenue-sharing arrangement. This means that the bulk of the revenue from calls to such services goes to the service providers who are responsible for the content, product or services

provided or who act as resellers or “aggregators” on behalf of a number of such providers. The service providers are responsible for complying with most of the obligations imposed by the Icstis code of practice mentioned above.

The rest of the revenue is shared by:

- the consumer’s “originating” telephone company (for instance TalkTalk, which receives a small fee for origination of the phone call); and
- the telephone company that contracts with the service provider and, on its behalf, “terminates” the call (i.e. finally brings the parties together) by providing network facilities.

### **How to bar access to PRS numbers**

We offer the facility to bar calls to premium-rate numbers, which will stop any dialling on your line to all UK-based 0900-0909 premium numbers. These are the numbers that are currently being used in Internet scams. If you want to place a premium bar on your line or need to check whether you already have an active bar in place, please call our Customer Service Team on 0870 444 1820 (a free call from your TalkTalk line).

### **Rogue Internet or trojan diallers**

There is currently a scam that infects computers with a dial-up Internet connection. It changes the way your computer connects to the Internet and is difficult to detect.

The scam can occur when you are browsing a compliant and proper Internet services website, often with premium-rate content. Examples of websites that have available premium-rate content to download to your computer include music, films and adult material. When you access one of these sites a message should appear asking you to install software to download material from the website at an explained additional cost.

### **What is a trojan?**

A trojan is a programme that infects your computer and allows a hacker to run hidden tasks without your knowledge or consent. The latest trojans can re-configure your dial-up connection and charge you at a premium or international call rate when you access the Internet and click on a seemingly harmless pop-up or link. The next time you dial up to connect to the Internet you will be charged at a premium rate or international call rate. That's the scam.

### **How to prevent infection**

The best way of preventing infection is to install the latest software to protect your computer, and always to get the latest upgrades and patches from your supplier.

Using anti-virus and firewall protection programs will help reduce the risk. We strongly recommend that you use extra safety measures as well as the standard anti-virus programs. Please speak to your PC supplier for further guidance.

We also recommend that you keep your operating system patched with the latest upgrades from your software's manufacturer. Microsoft Windows users: please visit <http://windowsupdate.microsoft.com> to ensure your PC settings are up to date.

We are working closely with Icstis and Ofcom. Once we identify a trojan dialler we take all possible steps to ensure that our customers cannot connect to this number again.

### **Disputes about PRS numbers on your phone bill**

Otelo, of which we are a member, can investigate if you have a complaint that we cannot resolve about calls to PRS numbers appearing on your phone bill.

Furthermore, Icstis may order a PRS service provider to pay you a refund if they have completed an investigation and the outcome requires this. If it can be shown that your phone has been used without your permission to call certain types of premium-rate service (i.e. live and recorded chat, and live tarot services), Icstis may also be able to help you get compensation from the PRS provider.

Icstis will also be able to help you identify the service provider who provides the service behind the PRS number on your phone bill. Please visit its website at [www.icstis.org.uk](http://www.icstis.org.uk).

### **18.2 Number-translation services**

We publish our charges for calls to number-translation services (numbers starting with 05 or 08) on our website ([www.talktalk.co.uk](http://www.talktalk.co.uk)) and in our price list with the same prominence as our charges for calls to other numbers (including geographic, mobile and international numbers).

Our published charges for calls to number-translation services will include variations by time of day, for example, whether the call is made during the day, evening or weekend.

We also make it clear whether any of our special offers, discount schemes or call bundles include calls to number-translation services.

Whenever we refer to call pricing in our marketing material, we include our maximum number-translation services call prices as well as a clear reference to where on our website and in our published price list you can find a complete set of our charges for calling number-translation services.

If you are a new customer who signs up for the TalkTalk service, we include on the relevant correspondence, our maximum number-translation services call prices. We also state a clear reference to where on our website and in our published price list you can find a complete set of our charges for calling number-translation services.

### **19. Malicious calls**

Malicious calls can cause annoyance and distress and we take this problem very seriously. If you are receiving malicious calls, we would like to help in every way we can to try to resolve the problem. This may involve working with BT, the police and other network operators where appropriate. You should be prepared to give evidence if the caller is traced and brought to court. We may also recommend that you change your phone number and ask for it to become ex-directory if you continue to receive such calls.

If have a TalkTalk line, please contact us on 0870 444 1820 to report any malicious calls.

If you have a CPS (carrier pre-select) only service with us, we recommend that you call BT's Nuisance Call Advice line on 0800 661441 to report any malicious calls.

## 20. Telephone Preference Service

If you do not wish to receive unsolicited telemarketing calls, register online at [www.tpsonline.org.uk](http://www.tpsonline.org.uk) or call 020 7766 4420.

## 21. Fax Preference Service

If you do not wish to receive unsolicited telemarketing faxes, register online at [www.fpsonline.org.uk](http://www.fpsonline.org.uk) or call 020 7766 4422.

## 22. Where to get a copy of the code

We refer to the code in the welcome letter sent to all customers signing up for the telephone service, and tell them how to get a free, full copy of the code. The code is available in pdf format through a link on the front page of our website, [www.talktalk.co.uk](http://www.talktalk.co.uk). You can also call us to ask us to send a paper copy to your home address.

A copy of this code has been sent to Citizens Advice as well as Ofcom and Otelo.

## 23. Responsibility for complying with the code

Talk Talk is responsible for making sure all TalkTalk representatives comply with the code. Our Compliance Manager is accountable for ensuring that we and our agents observe the code, and is also responsible for handling complaints relevant to the code. You can contact our Compliance Manager in the following ways:

Address:

Jackie O'Leary  
 Director of Customer Operations  
 TalkTalk Telecom Limited  
 5 Portal Way  
 London  
 W3 6RT

Email:

[www.mytalktalk.co.uk/contactus](http://www.mytalktalk.co.uk/contactus)

Telephone:

0870 444 1820

## 24. Further information

### Office of Communications (Ofcom)

Ofcom Contact Centre  
 Riverside House  
 2a Southwark Bridge Road  
 London  
 SE1 9HA

Call: 020 7981 3040

Fax: 020 7981 3334

Email: [contact@ofcom.org.uk](mailto:contact@ofcom.org.uk)

Website: [www.ofcom.org.uk](http://www.ofcom.org.uk)

## **The Independent Committee for the Supervision of Standards of Telephone Information Services (Icstis)**

Fourth Floor  
Clove Building  
4 Maguire Street  
London SE1 2NQ

Call: 020 7940 7474  
<http://www.icstis.org.uk/icstis2002/default.asp>

## **Office of the Telecommunications Ombudsman (Otelos)**

PO Box 730  
Warrington  
WA4 6WU

Call: 0845 050 1614 or 01925 430 049

E-mail: [enquiries@otelo.org.uk](mailto:enquiries@otelo.org.uk)  
Website: [www.otelo.org.uk](http://www.otelo.org.uk)

**This code has been approved by the Office of Communications (Ofcom) for the purposes of section 52 of the Communications Act 2003 as far as it relates to handling complaints and resolving disputes. Section 18 of the code, included as required under General Condition 14.2 of the Ofcom General Conditions of Entitlement, does not require Ofcom approval. Sections 5 and 23 of the code, included as required under General Condition 14.3 of the Ofcom General Conditions of Entitlement, do not require Ofcom approval.**

**This code has also been reviewed and edited by Plain Language Commission and has been awarded its Clear English Standard, accreditation number 11820.**



20 August 2007