

TxRx Communications Ltd – Consumer Code of Practice

In the unlikely event of a problem or misunderstandings we are keen to resolve any issue promptly. We try to be honest and fair.

We think it is fair that if you have suffered an outage in a service because of something we did wrong you should get your money back. However, we also think it is fair that you understand that things can break and so you have to take your own precautions against this. For this reason, unless your contract with us states otherwise, the most we offer is your money back for the period each specific service was unusable. Please do read the terms carefully before considering any sort of formal dispute.

You must be a current customer in order to make use of our customer complaints code.

Step 1: Talk to us

The first step is to talk to us. If you have a problem, please ask us to resolve the problem for you. You can email or call. Our staff will try and help resolve matters.

Step 2: Write to us.

If you have spoken to us and the problem remains unresolved, please put the details of the complaint in writing, by email or post.

Step 3: Feedback

We set ourselves very high standards for the quality of service we provide, both technically and in the way staff deal with customers. If we have let you down in any way in terms of quality of service, please tell us. We are always looking for ways to improve the service we offer. We may, at our discretion, offer a goodwill gesture of some sort, and, of course, an apology if we have made a mistake.

Please think carefully about what you want to achieve by taking matters further.

Making a formal complaint means we have to work "by the book" to minimise any risk of compensation or cost, so it is by far the least likely way to get things "fixed" or get a "goodwill" credit. We'd rather be nice to each other and try and find an amicable resolution.

Step 4: Starting a formal complaint

If you are still having a problem you can start a more formal complaint by emailing our escalations department at info@txrxcomms.co.uk

One of the directors will personally handle the complaint. They will reply by email explaining our decision and reasoning. We aim to respond to complaints within two weeks, but some may take longer. If you are unable to send an email you can send a complaint by post.

IMPORTANT To start a formal *claim*, which could later be taken to ADR or court, you will need to provide some specific details of your claim:-

- The exact amount you are claiming and how you worked it out
- Why this was a breach of contract. **If it was not a breach of contract you have no claim.**
- If you believe we have issued a bill incorrectly, provide the details of what we have billed (reference invoice numbers), what we should have billed, and why.
- For any claim relating to an ongoing service that was not working for a period, then, for each specific service (i.e. broadband is separate from the phone service, tell us the dates and what you paid for the service while it was not working. If you think the outage stopped you using something fully, such as a broadband outage meant you could not use your telephone service, then explain why and how much that represents. Do reference an invoice if you wish.
- If the dispute is over when you ceased a service, then provide the confirmation email we provided when you asked to cease.

Step 5: Alternate Dispute Resolution (Ombudsman Services Ltd)

For consumers and business of 10 or fewer employees that are not a communications provider if a dispute relates to telecommunications services, and is not resolved within 8 weeks of making a formal claim (as above), you can take the matter to *Alternative Dispute Resolution* (ADR).

We advise you of this fact in the reply to your email to escalations and advise which arbitrator you can use. Alternative Dispute Resolution is a process allowing a dispute to be resolved without going to court, and the arbitrator does not charge you for this. The arbitrator is a separate company, and not a court, and they charge us for the service of resolving disputes (much more than small claims court), so please do consider resolving a dispute via the small claims court arbitration service instead. Additional costs for us mean higher prices for all of our customers in the long run.

Again, defining your claim clearly (in step 4, above) will help you provide clear details of your exact claim to the arbitrator.

If you are not a consumer or small business, or if you tell us that you are a *communications provider* or meet the definition of such as defined by the Communications Act, or if you have not followed our customer complaints code, or if your dispute is not about a communications service (broadband, phone line), or your complaint is not in fact a "dispute", then our contract with you does not allow you to use the arbitrator.

The arbitrator can consider billing disputes, disputes over the services we provide, and could consider customer service complaints if we did not (a) agree such complaints with you, meaning they are not a dispute and (b) exclude them from the contract, as we do.

Resolution

There are various ways a dispute can be resolved:-

- **Apology:** We are happy to apologise where it is clear that we have fallen short of our normal customer service, and accept any feedback from you to help improve matters in future.
- **Correct an error:** It may be that we have made an error. Obviously we take such matters seriously. For billing errors the resolution is to credit your account for the amount in error, and refund you any balance due. We will agree the amount of the credit with you as full resolution of your dispute, and, of course, we will apologise for the error.
- **Compensate you:** It may be that you are due some compensation, for example, if your service was not working for some time. We will agree the amount of compensation with you as full resolution of your dispute, and, of course, we will apologise. Some services are very cheap, and so the compensation is quite low. Remember that you have agreed that we limit our liability in the contract, and there is no compensation if a free service does not work.
- **Good will:** It may be that we offer a *goodwill* credit. This is usually where we believe we have done nothing wrong contractually, but we feel we could have handled things better. If we offer a *goodwill* credit it is conditional on your agreeing that it is full resolution of your dispute. A *goodwill* payment is purely at our discretion.
- **Cease services:** It may be that we cannot provide a resolution that meets your needs. If, for example, you have erroneous expectations regarding the services we provide and want something we cannot provide. In such cases the resolution is to terminate services with the required notice. Remember that, regardless of the nature of the dispute or the resolution, we can terminate services without any reason with the agreed notice period. The arbitrator or court cannot force us to provide service to you, so bear this in mind if you want to take the matter further if we are ceasing services.

In any case, if you have started a formal claim/dispute, and it is resolved by one of the above means, we will ask you to confirm that you agree the dispute is now resolved. Credits for goodwill, billing errors or compensation are conditional on your agreement that the dispute is resolved by that credit. If we owe you money as a result, it will not be paid until you confirm the dispute is resolved.