

# Code of Practice



## Contents

1. WHO WE ARE
2. WHAT THIS CODE IS ABOUT
3. OUR CONTACT DETAILS
4. OUR SERVICES
5. PAYING BILLS
6. CUSTOMER SERVICE
7. YOUR RIGHTS AND OBLIGATIONS
8. COMMUNICATING WITH YOU
9. IMPROVING THE CODE
10. USEFUL NUMBERS

## 1. WHO WE ARE

Sys3 limited provides a range of excellent IT services in Colchester and its surrounding areas. For further information, please visit our website, [www.sys3.com](http://www.sys3.com)

We seek to be regarded as a quality Internet Service Provider by delivering, at every opportunity, a level of customer service and support that differentiates Sys3 Limited from other ISPs. Our aim is to put customers at the heart of Sys3 and to deliver service and support so good that our customers recommend us to their colleagues and friends. By delivering against this, we make our customers, and in turn ourselves, successful.

## 2. WHAT THIS CODE IS ABOUT

We hope you will find this Code of Practice helpful when you need general information about your IT services or if you are having problems.

In this code, we tell you what standards of service you can expect in relation to our services, which we call "Sys3 Services". We also explain our commitments and tell you how to complain if things go wrong.

## 3. OUR CONTACT DETAILS

The following details will be useful if you need to report a fault, require Technical Support or if you need to speak to our Customer Service or Sales Teams.

### You can call us...

Residential Customers	0845 313 1919
Business Customers	0845 313 1919

\*Calls to 0845 numbers are charged at local rates from a BT landline. Charges from other networks may vary.

### You can email us...

Technical Support	<a href="mailto:support@sys3.com">support@sys3.com</a>
Customer Services	<a href="mailto:customer@sys3.com">customer@sys3.com</a>
Sales	<a href="mailto:sales@sys3.com">sales@sys3.com</a>

### You can open a support helpline ticket...

<http://support.sys3.com>

### You can write to us...

Sys3 Limited  
845 The Crescent  
Severalls Business Park  
Colchester  
Essex  
CO4 9YQ

## 4. OUR SERVICES

We are proud of the level of service we offer our customers. Below is a list of our targets, commitments and guarantees for the services that we offer.

### INTERNET SERVICES

Sys3 is an Internet Service Provider (ISP). We have a range of competitive Broadband tariffs, including fibre internet. Contact us to find out more or take a look at our website.

### SALES PRACTICES

Sys3 sales personnel will behave in a courteous and professional manner at all times. You will not be harassed or pestered and the services we offer will always be appropriate and relevant to your needs. Whether we contact you in person or by telephone you can expect us to deal with your enquiry quickly and effectively. If you are dissatisfied in any way, you can choose to contact the person you spoke with directly or alternatively speak with their manager.

### PROVISION: ORDERING A SERVICE

When you apply for Sys3 Services, we want to provide them to you as soon as possible. We will ask you to make an agreement with us. The agreement will be governed by our standard Terms and Conditions, which tell you what you must and must not do. You can find our Terms and Conditions at [www.sys3.com](http://www.sys3.com)

We aim to provide all services as soon as possible. Lead times will vary depending on the product ordered and when you place your order we will provide an indication of the applicable lead time.

### MOVING TO A NEW ADDRESS?

If you are about to move to a new address you should give us as much advanced warning as possible. For more information on how to receive our services at your new address, please call us on 0845 313 1919

### CANCELLING SERVICES

If you want to end a service, please tell us as quickly as possible so that we can arrange to send you a final bill. If you do not tell us to end a service, we will continue to send you bills and you will remain responsible for the charges.

To cancel your contract with us, please call us on 0845 313 1919. Some of our contracts have a minimum term and you may have to pay an early termination fee if you cancel within that term. All of our services require 30 days notice, to be given prior to cancellation. If you have a broadband service with us, you may request a MAC (Migration Authorisation Code). If you are issued with a MAC, your 30 day notice period begins from the date we receive the MAC request. If you do not use your MAC before its expiry date, your service will not be cancelled. Any subsequent request for cancellation will be treated as a new request, therefore your 30 day notice period will commence from this date AND not from the date of the original MAC provision.

### REPAIRS & FAULTS

To report a fault with your service please call us on 0845 313 1919.

We are not responsible for faults with your equipment unless provided by Sys3 and within the warranty period. If our suppliers come out to repair a fault and there isn't one, or the fault is with your equipment, you may be charged a call-out fee by the supplier.

### PRICING

Charges for our services may change from time to time. Full details of all our current charges are available upon request.

## 5. PAYING BILLS

With the exception of payment due for one-off items such as hardware, which will appear on your invoice alongside any standard monthly charges, we will bill you at the rates set out in your contract, monthly or quarterly in advance (quarterly billing, available on request, for business customers only). You must pay either by cheque or Direct Debit from a bank account. We are entitled to withhold our services if your bank has not confirmed that the Direct Debit has been established.

You may choose to be sent your bill by email as a PDF attachment. Should you wish to receive paper billing, then you may have to pay a small charge in order to do so. If you require further information, please call 0845 313 1919.

### DISCONNECTION

If you cannot pay your bill please notify us immediately. Most of our customers pay on time and it is only fair to them to keep our costs down by insisting that bills are paid promptly. Nevertheless, in cases of genuine financial difficulty, we may be able to help perhaps by extending the time for payment or agreeing payments by instalments.

We will only cease your service as a last resort. We will not cut you off for non-payment while there is a genuine dispute about an unpaid bill for services or charges, but only if you have paid for all charges that are not disputed.

## 6. CUSTOMER SERVICE

### COMPENSATION AND REFUND POLICY

No organisation can be problem free and we may occasionally fail to meet our normal expected standards. If this happens, our complaints procedure will help you to log a complaint. All complaints are dealt with on a case by case basis. The level of compensation and/or refund offered, if any, will be entirely dependent on the merit of each individual case.

### COMPLAINTS

If you have a query about your Sys3 Services or billing, please call us on 0845 313 1919. We will not treat a query as a complaint unless you tell us you want to make a formal complaint.

Our complaint procedure tells you how to complain. It describes how we handle complaints and what we take into account. You will need to explain what your complaint is about and our staff will try to put you through to the right person. We will try to deal with your complaint promptly and sympathetically. We aim to resolve all complaints within 28 days.

If you have a complaint, the first points of contact are:

**Postal address:** Sys3 Limited, 845 The Crescent, Severalls Business Park, Colchester, Essex, CO4 9YQ

**Email address:** [support@sys3.com](mailto:support@sys3.com)

**Phone Number:** 0845 313 1919

## COMPLAINTS ESCALATION

If you are unhappy with how your complaint is being managed or we feel that our usual complaints process is not able to deal with your complaint satisfactorily then your complaint will be passed to our management team to coordinate. The target time to investigate and respond to the customer is 28 calendar days.

If you are dissatisfied with the outcome of your complaint then you may choose to take your complaint to Alternative Dispute Resolution.

## ALTERNATIVE DISPUTE RESOLUTION

We recognise that some complaints cannot be settled without the help of an outside, independent authority, you may wish to consider using the Telecommunications Ombudsman scheme that has been especially created for use in the communications industry. It is run by the Office of the Telecommunications Ombudsman, Otelo for short.

A complaint may be taken to Otelo if we have formally informed you that the complaint you asked us to resolve is in deadlock, or if the complaint you made to us has not been resolved within 8 weeks. Otelo's job is to investigate complaints fairly, listen to both sides of the story and look at the facts. The decision is binding on us but you can reject it and take the dispute to court.

To find out how the service works and what it covers, please ask for a copy of Otelo's complaint booklet "Two Sides to Every Story" by phoning 0330 440 1614. The scheme is meant as a straightforward alternative to legal action. Alternatively, you can take the case to a court where you are likely to have to appear in person and present your case.

Independent help or advice may be available locally from the Trading Standards Department or Citizen Advice Bureau (please see the "Useful Numbers" section in this code). Please talk to us first though, as we can often settle these issues during a phone call.

### Contact Otelo on:

*Postal Address:* Otelo, PO Box 730, Warrington, WA4 6WU  
*Email Address:* [enquiries@otelo.org.uk](mailto:enquiries@otelo.org.uk)  
*Phone Number:* 0330 440 1614 or 01925 430 049  
*Text Phone:* 0845 051 1513 or 18001 01925 430 886  
*Fax Number:* 0845 050 1615 or 01925 430 059  
*Website:* [www.otelo.org.uk](http://www.otelo.org.uk)

## 7. YOUR RIGHTS AND OBLIGATIONS

We provide services to you under our standard Terms and Conditions. The code does not take away any of your legal rights and does not form part of any contract.

### INFORMATION WE HOLD ABOUT YOU AND DATA PROTECTION

We want to protect the information we hold about you from disclosure to anybody who should not have it. A number of security questions will be asked of you should you contact us so that we can ensure your details are not shared with other parties. Should you wish a third party to handle your account on your behalf we ask that you make this clear to us in writing prior to that third party making contact with us. We also want to market the services we offer to you as well as we can. In particular, we want to keep you better informed about things that may interest you. To do this effectively, we process information about the way

you use our services. This includes information about the size and make-up of your bills, however, we do not disclose this kind of information to anyone else.

We would like to continue to give you all the benefits that this processing provides. However, if you would like us to stop using the information we hold about you in the ways we have described and you have not previously told us about this, please write to us. If you do not write to us and have not previously registered any objection, we will assume you are happy for us to continue with all these activities.

### **SYS3 SERVICES AND DISABLED CUSTOMERS**

We want to make sure that we do not discriminate against our disabled customers. We have special arrangements for customers who are disabled and if you think you may qualify, please contact us. If you feel uneasy about this, then please contact the various groups who know about the help available, such as the Equality and Human Rights Commission, whose contact details are at the end of this code. If you would like to involve them in your application, we would welcome that.

We can provide bills in various formats so that our disabled customers are not disadvantaged. If you would like to have your bill provided in large print or braille, please contact us.

## **8. COMMUNICATION WITH YOU**

We have issued this code after discussions with the Government-appointed industry regulator, Ofcom. It is available on our website and you can ask for a hard copy by calling us on 0845 313 1919. We can also arrange for large print or braille copies to be made available to you.

## **9. IMPROVING THE CODE**

We hope you have found that this code answers your questions or lets you know what you should do and who to contact. If you wish to make suggestions about improving the code, please let us have them. We review the code annually and discuss the changes that have been suggested.

## **10. USEFUL NUMBERS**

### **Office of Communications**

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

Ofcom Contact Centre, Riverside House  
2a Southwark Bridge Rd, London, SE1 9HA  
Tel: 0207 981 3040  
Email: [contact@ofcom.org.uk](mailto:contact@ofcom.org.uk)

### **Trading Standards Advice**

You can find your local Trading Standards office by using the search facility at [www.tradingstandards.gov.uk](http://www.tradingstandards.gov.uk)

### **Citizens Advice Bureau**

You can get online advice or find your local Citizens Advice Bureau at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

### **Equality and Human Rights Commission**

You can get online advice at <http://www.equalityhumanrights.com> Alternatively you can contact them by calling:  
0845 604 6610 (England)  
0845 604 5510 (Scotland)  
0845 604 8810 (Wales)

### **Sys3 Internet**

Our telephone lines are open between 8.30am and 17.30pm Monday to Friday.

At this time, our out of hours emergency service is available only to contract business customers.