

Code of Practice for Home Users and Small Businesses

A. INTRODUCTION

1. About Viatel

Viatel provides competitively priced communications services. We offer a range of services that includes broadband Internet, connectivity and bandwidth, managed hosting and security services.

Our customers range from home users, through small and medium-sized companies to large corporates, carriers, resellers and system integrators.

We've been around since 1991 and our assets include a billion-dollar network, data centres throughout Europe and, most importantly, great people who put customers at the heart of everything they do.

2. The purpose of this Code of Practice

This code of practice is designed to provide information about Viatel's relationship with you. We review its contents on a regular basis in accordance with Ofcom requirements.

3. Our philosophy

We think differently at Viatel. We listen to customers, make a point of understanding their needs, and deliver services that are right for them, rather than those which are the most convenient for us.

We believe in a straightforward, honest approach that's free from jargon and clarifies all you need to know in the simplest, most direct way.

At Viatel, we care about customer service and make a point of being transparent in our actions, frank in our advice and accountable for our performance at every stage.

B. HOME USE CUSTOMERS

1. The services we offer you

Connection to the Internet

We offer you:

- 'Always-on' broadband Internet access at download speeds of up to 2 megabits per second (many times faster than dial-up modem or ISDN) with unlimited download capacity
- Protection against computer viruses and spam
- Web space - activated on-line by you
- A number of email accounts (depending upon the service you select), controllable by you via a web interface
- Choice of user name
- Access to your email from any internet browser

2. Customer Services

Information on prices and terms and conditions

Viatel's applicable prices and standard terms and conditions are available on request from Viatel's Customer Services, details of which are set out below.

Payment

Your credit or debit card will be charged a fixed amount each month for the service. We will not issue you with a bill for the service.

How to order Viatel's services

Orders for our services will be taken in two ways:

- Via a dedicated on-line web page (accessible 24 hours a day/ seven days a week)
- Via telephone, supported by a call centre (7 days per week 09:00 to 21:00)

Support

You will be able to gain assistance on service issues in two ways:

- Via the dedicated web page (24 hours on-line)
- Via telephone (calls charged at national rate) to a call centre (7 days a week, 09:00 to 21:00) to report faults with either the connection or equipment.

Maintenance - equipment failure

In the event that a fault is identified on equipment supplied by Viatel only, you will be given a number to contact to arrange the return of the faulty equipment and the dispatch of a replacement which, provided the fault is registered with Viatel between the hours of 08:30 and 16:30, will be posted to you on the next working day after the old unit is received.

Equipment replacement will be free of charge for the first twelve months of your contract. Beyond this period, a replacement equipment service will be available, but you will then be charged for the equipment at the current list price.

Cancellation of the Service by You

If you cancel the service before the end of the minimum contract term, then you will have to pay the monthly charges for that service for the remainder of the contract term. This will not apply if you cancel within a "cooling-off period", due to a breach of contract by us or if we become insolvent. The applicable terms and conditions for your service will contain full details of cancellation procedures.

3. Contact details

Customer Services

For any enquiries about customer support and services, please contact Customer Services:

Viatel Customer Services
St James House
Oldbury
Southern Industrial Estate
Bracknell
RG12 8TH
UK

Tel: 0870 600 3377
Fax: 0870 166 2274
Email: customerservices@viatel.com

Technical Support

For technical support enquiries, please contact us on:

Tel: 0870 166 2268
Email: techsupport@viatel.com

European Headquarters and UK registered office

Viatel Inbucon House
Wick Road
Egham
Surrey
TW20 0HR
UK

Tel: 01784 494 200
Fax: 01784 494 201
Email: info@viatel.com

C. BUSINESS CUSTOMERS

1. The services and solutions we can offer you

Connection to the Internet

Viatel provides a range of services to suit different business circumstances. We offer:

- 'Always-on' internet access - more time working, less waiting to connect
- Fixed-rate, flexible billing - no variable call charges
- Download many times faster than dial-up modem or ISDN
- Protection against computer viruses
- Less junk email
- Access to your email from anywhere in the world

- Web space and domain registrations

All our services are monitored and managed, so we can spot and solve problems for you. And with online reporting tools, you can monitor and plan your ongoing bandwidth requirements.

Business Broadband

Our Business Broadband services can offer real gains in productivity, reliability and profitability - with different connection speeds that you can upgrade as your needs change. We provide two different types of Business Broadband. Both types of service are available at a range of speeds to suit your needs.

SOHO Business Broadband

A shared broadband service that is ideal for small offices and people working from home.

Enterprise Business Broadband

A true 'business' broadband service with high performance and reliability. Unlike most providers, we won't make you share your bandwidth with any other business, so performance won't be affected during peak activity periods.

Dedicated Internet Access

A 'leased line' may be more affordable than you think and is available at a variety of connection speeds. Dedicated Internet Access is right for you if you:

- Send or receive large amount of data
- Depend on high levels of security and reliability
- Need to offer your customers a 24x7 service
- Want to protect your business from viruses and hackers
- Need high connection speeds - 2Mbps or higher
- Use ISDN but want extra speed and reliability
- Are looking for flexible payment arrangements.

Connecting people and places

We can enable you to exchange vital data not just between different offices, but between you and your customers or suppliers. That means the potential to control and reduce costs in the supply chain or to streamline and speed up business transactions.

Remote workers - such as your field sales force, service engineers or buyers - can have guaranteed secure access to company systems, all the time. You can even run key business applications automatically from a central point - bringing new levels of accuracy and efficiency to ordering or payroll systems, for example. With a 'virtual' network, you can bring new sites, remote users or partners online much more easily and cost-effectively.

Managed IP VPN Services

Key features:

- Secure site-to-site interconnections for you, your customers or suppliers
- Remote access to your network for authorised remote users
- Access to centralised IT applications for staff and business

Service includes:

- Solution design - technical consultants will design a solution appropriate to your business needs
- Additional services, such as global roaming, Internet access and managed firewall
- Installation and provisioning
- Connectivity at the bandwidth you need
- Service management - including hardware and software maintenance, monitoring, fault management and remote configuration changes
- Guaranteed service levels and detailed reporting

Protecting Your Business

Managed Firewall Service

This service is designed to keep you and your business safe from external threats such as hackers. We will protect your business assets by putting a firewall between your internal IT environment and the outside world. We will free up your resources, by remotely managing the service to maintain the level of protection you need. And, as your business changes and develops, so can the degree of security and flexibility we provide.

Key features:

- Solution design
- Installation and provisioning
- Security policy and configuration management
- Monitoring, logging and fault escalation and management
- A comprehensive service level agreement
- Secure access to online reporting

Managing Your Website and Data Off-site

Managed Hosting Services

Vi@tel's Managed Hosting Services are tailored to deliver security, reliability and integrity - with guaranteed availability and performance to suit your budget.

Key service features:

- Dedicated 'Name Brand' services
- Consultative approach
- Hassle-free installation and configuration
- Fully managed service
- Superior service and support
- Network monitoring and performance tracking
- Dedicated firewall

- Flexible, abundant bandwidth - you only pay for bandwidth you use, and additional capacity is always available

How to Order Viatel's Services

Viatel sells its services through a combination of

- direct sales - through telesales and face to face sales; and
- indirect sales - through resellers and partners.

If you are interested in any of our services, contact our sales or customer services departments (see details below) or, if appropriate, get in touch with the reseller or partner who provides your service.

2. Customer Service

Processing Your Order

Once we receive your order, you will be assigned to a representative within customer services who will monitor the progress of all your provisioning requests. We will start by confirming your technical requirements, and then assign a date for completion of your order.

On the day of completion, we will telephone you to confirm that the installation has gone smoothly and, if so, request that you fax us a completed acceptance of service form.

Cancellation of the Service by You

If you cancel the service before the end of the contract term, then you will have to pay the monthly charges for that service for the remainder of the contract term. However, if you cancel the service after you have signed the contract but before the service has begun, your cancellation charges may be reduced, unless we have already committed to orders placed with third parties.

These cancellation charges will be due within 5 days of receipt of the invoice. The charges will not apply if you cancel due to a breach of contract by us or in the event that we become insolvent.

Fault Repairs and Service Targets

When you order a service from us, we will make available to you detailed terms and conditions which are specific to the service(s) you have ordered. These terms and conditions contain the appropriate targets with respect to each service:

- outage (i.e. a network failure that renders the service unavailable);
- network delay (i.e. delay between points of presence on the relevant segment of the network);
- packet loss (i.e. internet protocol packets which are carried across the network and not delivered);
- fault repair time; and
- response time (i.e. the time we take to respond to you).

You may be entitled to a credit against your account if we fail to meet our targets.

If you have a fault with your service, please contact our Technical Support team - see contact details in section 8 below.

Pricing Information

We do not currently publish prices for all of our services on our website. If you require up to date prices for any of our services, you should contact your account manager or Customer Services (see contact details in section 8 below).

If we decide to increase our charges for any service to which you subscribe, we will give you 30 days' advance written notice of such increase.

Credit Vetting

As a new customer, we will undertake a check on your credit worthiness with a credit vetting bureau. If the credit check is unsatisfactory, you may be asked to pay a deposit to us prior to your order being fulfilled. Alternatively, you could choose to pay for the services in advance of receiving them.

If you are an existing customer and you request a new service, you may be required to pay a deposit if you have not paid your bills on time in the past.

Billing

We will bill you monthly, in advance, for all recurring charges (monthly in arrears for any other charges).

Each service you receive from us will be itemised on the bill, as will any usage-based charges. All usage based charges will be billed to the nearest second.

Your bills will be sent either on the recurrence of your service start date, or on the first day of each month. Payment is due within 30 days of the date of the invoice.

Your payment options will be as agreed with you when you signed up for the service, namely:

- cheque
- electronic bank transfer
- in some circumstances, credit card (Visa, Mastercard or American Express)

Late Payments and Disconnection

If you have not paid your bill within 30 days of the date of the invoice, we will telephone you and/ or write to you to remind you and to find out when the bill will be paid. If your bill remains unpaid 50 days from the date of the invoice, we are likely to withdraw the service.

If you have a dispute with regard to any portion of your invoice, you must write to us within 30 days of the date of the invoice.

If we decide to withdraw your service for reason of non-payment, we will advise you when the withdrawal process has started. If payment is then received from you promptly, it may be possible to re-instate your service.

We are entitled to charge you interest on any amounts that remain outstanding after 30 days from the date of the invoice.

If we have still not received payment following disconnection of the service, we will instruct our solicitors to pursue payment of the outstanding invoice(s).

Reconnection

If you wish to be reconnected following termination of a service by us, you will have to pay a re-connection fee in the event that we agree to reactivate the service.

3. Contact details

Customer Services

For any enquiries about customer support and services, please contact Customer Services:

Viatel Customer Services
St James House
Oldbury
Southern Industrial Estate
Bracknell
RG12 8TH
UK

Tel: 0870 166 2275
Fax: 0870 166 2274
Email: customerservices@viatel.com

Technical Support

For technical support enquiries, please contact us on:

Tel: 0870 166 2268
Email: techsupport@viatel.com

European Headquarters and UK registered office

Viatel Inbucon House
Wick Road
Egham Surrey
TW20 0HR
UK

Tel: 01784 494 200
Fax: 01784 494 201
Email: info@viatel.com

UK Sales Office

For any enquiries about Viatel, our products and services, please contact us at:

**St James House
Oldbury
Southern Industrial Estate
Bracknell
RG12 8TH
UK**

Tel: 0870 166 2270

Fax: 0870 166 2272

Email: sales@viatel.com

D. HANDLING CUSTOMER COMPLAINTS

1. Complaint Reporting

If you have a problem with the service that we are providing to you, you should contact Customer Services (details in Section E.3 below) to discuss it. We hope that we can solve the problem straight away. If a technical problem needs to be escalated, your support representative will be responsible for progressing it and we would hope to resolve the issue within the shortest possible time.

If you have an ongoing complaint that has not been resolved over the telephone, you should make a formal written complaint to us at the Customer Services address in Section E.3 below.

2. Dispute Resolution

In order to monitor and improve complaints handling, all telecoms service providers are required to become members of an Alternative Dispute Resolution (ADR) scheme. Viatel is a member of "Otel" - the Office of the Telecommunications Ombudsman.

If you believe your complaint has been not handled properly by us and your complaint has been outstanding for 12 weeks, or we have sent you a letter saying that your complaint has reached deadlock, then you should contact Otel.

You will need to complete a Complaint Form for Otel, which you can obtain by contacting them at the address below in Section E.3.

If you have made a complaint through Otel and you are unhappy with the process then you could register a complaint with the industry regulator, Ofcom. However, please note that Ofcom cannot alter an ADR decision, nor can Ofcom ask for the decision to be reviewed.

E. GENERAL

1. Data Protection

We respect the privacy of the personal information which you may provide to us. We will comply with: the Data Protection Act 1998; the Privacy and Electronic Communications Regulations 2003; and all other relevant legislation.

2. Communication with customers

We communicate with our existing customers in the following ways:

- post
- telephone
- email
- instant messaging
- fax

We communicate with future/ potential customers in the following ways:

- telephone
- email
- post
- through our website-advertisements in newspapers and the business press.

We aim to adhere to marketing guidelines laid down by the Advertising Standards Authority, specifically the British Code of Advertising, Sales Promotion and Direct Marketing (the "CAP Code").

3. Useful Addresses

Ofcom

Ofcom is the regulator for the UK communications industries, with responsibilities across television, radio, telecommunications and wireless communications services. Ofcom exists to further the interests of consumers as the communications industries enter the digital age.

You can get in touch with the Ofcom Contact Centre in the following ways:

Tel: 0845 456 3000

or

Tel: 020 7981 3040 **Fax:** 0845 456 3333

Post:

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

Vi@tel //simply different

Email: contact@ofcom.org.uk

Telecommunications Ombudsman

We are a member of Otelo, the Office of the Telecommunications Ombudsman (see Section 4. above). If you cannot resolve a complaint with us satisfactorily, you may contact Otelo as follows:

Otelo
PO Box 730
Warrington
WA4 6WU

Tel: 0845 150 1614

Email enquiries: enquiries@otelo.org.uk

Web site address: www.otelo.org.uk