

Code of Practice Regarding Complaint Handling and Dispute Resolution for Domestic and Small Business Customers

Ofw 248

<p>1: Introduction</p>	<p>BlueShift Internet Ltd is a family-owned small- to medium-sized enterprise based in Taunton, aiming to provide a “friendly local face” and single point of contact to both domestic and small/medium-sized organisations, mainly in the Taunton/Somerset area. Providing a face-to-face, one-stop-shop approach, the company’s product range covers web site design, hosting and internet access services, some of which are delivered by partnerships/reseller agreements with other respected companies/organisations.</p>
<p>2: Contact details</p>	<p>Postal address of major office: Victoria House, Victoria Street, Taunton TA1 3FA Customer service phone number(s): 01823 254211 Customer service e-mail: enquiries@web-designuk.co.uk Web site: www.web-designuk.co.uk</p>
<p>3: Terms and conditions, including prices and tariffs</p>	
<p><i>Our services</i></p>	<p>Services include: Web site design: Construction of bespoke web site solution for the client’s individual needs without the use of templates, for a one-off fee. Web site hosting: Storage of the client’s web site(s) at their preferred domain name and provision of E-Mail facilities. Broadband: ADSL Internet access delivered to the local area, and further afield through partner program with EntaNet International Ltd.</p>
<p><i>Access</i></p>	<p>All services accessible by means of: Web site: www.web-designuk.co.uk Telephone: 01823 254211 Face-to-face meeting: Telephone our office for an appointment Business Link (see section 6 for contact details) Direct Marketing & Advertising</p>

<p><i>Pricing information</i></p>	<p>Up-to-date tariff available at www.web-designuk.co.uk Prices here are correct at time of printing this code of practice:</p> <p>Web site design packages from £400 +VAT to £10,000 +VAT for complete, all-inclusive design and set-up, dependent on size, complexity, technologies and other factors. One-off charge.</p> <p>Web site hosting & domain name registration packages containing bundled services such as E-Mail and hosting/web site forwarding from £16.75 +VAT per year for .uk domains and £21.25 +VAT per year for international domain names.</p> <p>Registered charities purchasing some of these packages eligible for reduced price hosting during custom. Annual recurring charge.</p> <p>Commercial web site hosting packages from £10 +VAT per month through £100 per month with customised allowances of web space, bandwidth and E-Mail services per web site, one domain name included free of charge.</p> <p>Additionally: Individual/home user/non-profit web site hosting from £2.50 +VAT per month with disc space/bandwidth limits.</p> <p>Broadband internet access packages offering up to 8mbps download speed where facilities/line permits. Low user (1GB cap) monthly charge £14.99 inc. VAT per month. Mid-range home package £19.99 inc. VAT (30GB cap) per month. Business/unlimited package £22.50 +VAT per month, no usage limits.</p> <p>All fees monthly or can be paid annually/quarterly. Activation fee of £55 +VAT applies to all new connections. Fee may be spread over monthly payments or waived in the case of 12-month commitment special offer. Hardware is not included and is available for £25 +VAT per modem and £2.99 +VAT per filter. More than one filter may be required.</p>
<p><i>Contract conditions</i></p>	<p>Standard conditions:</p> <ul style="list-style-type: none"> • 3-month minimum contract applicable to most broadband packages. (12-month minimum contract applies for free activation offer.) • 12-month minimum contract for all hosting/domain name packages. • No standard contractual requirement to host web sites created on our service, except in the case of certain special offers, at which time this is clearly identified in the contract. <p>Terms & Conditions, AUP details available at www.web-designuk.co.uk</p> <p>Terms & Conditions / AUP (Acceptable Use Policy) for EntaNet/Fasthosts and relevant partners are applicable to all customers and can be obtained from www.enta.net and www.fasthosts.co.uk</p>

	<p>Cancellation of service:</p> <p>Consumers This policy is governed by the Distance Selling Directive, which permits a seven working days cooling-off period. Within one month prior to the expiry of the 3- or 12-month contract period, clients may write to the registered address and request cancellation of service provision. Such cancellation will have effect from the end of the 3- or 12- month contract of service as appropriate, or from the date of renewal in respect of the registration of registered names. Note that, in order to safeguard a client's registration, website presence and access to broadband, all services will be regarded as continuing unless cancelled.</p> <ul style="list-style-type: none"> • For specific information on the Distance Selling Directive visit http://www.dti.gov.uk/consumers/buying-selling/distance-selling/index.html). <p>Business-to-business sales (which are excluded from the Distance Selling Directive regulations above) are subject to the following policy: Due to the mission-critical importance of business E-Mail and broadband services, we automatically renew all business services (domain names, hosting, E-Mail, broadband and any other renewable item). We also pre-register future years to assist with clients' search engine rankings. Businesses must provide a minimum of 2 months notice prior to the anniversary date of their renewal should they wish to cancel their services. Cancellation after this time will take effect at the end of the following contract period.</p>
<p>4: Customer service</p>	
<p><i>Compensation or refund policy</i></p>	<p>A refund will be offered in these circumstances only:</p> <ul style="list-style-type: none"> • Cancellation in accordance with the Distance Selling Directive (which permits a seven working days cooling-off period for non-trade consumers) if and however it may apply. For specific information on the Distance Selling Directive visit http://www.dti.gov.uk/consumers/buying-selling/distance-selling/index.html). • Order deemed incorrect/invalid and payment made in advance where no subsequent loss, work or payment is made by ourselves in good faith is incurred as a result. • Cancellation by us, the company, in the unlikely event the service or product cannot be provided in a fit-for-use/ merchantable quality state or sale is refused to the customer, or as directed by law. • Cancellation by the client in accordance with their contract where permitted and if such contract provides for a refund. <p>Cancellation once service/work begins will result in no refund unless directed by law. As broadband is being delivered by a partner supplier, BlueShift Internet Ltd. is acting as a sales agent/reseller and the policy of the partner will be a factor. Both BT and EntaNet/Fasthosts Internet Ltd provide no service level agreement (SLA) and as such we are unable to provide such SLA to our clients. BT, EntaNet and Fasthosts Internet do not offer compensation as no SLA applies. Our policies mirror these policies and as such should be treated as one and the same. However, in the event that EntaNet agree to provide a refund to their retail customers, any such refund will be offered to the client where it is practical to do so.</p>

<p><i>Complaint handling process</i> Describe in relation to public electronic communications services for domestic and small business customers.</p>	<p>If you should have cause to complain about our service, please contact us as soon as possible and speak to your dedicated customer service representative (CSR) / account manager</p> <p>The issue should normally be discussed within 24 hours and resolved within 5 days.</p> <p>Should you or the CSR be unable to resolve your enquiry, the issue may be referred to the appropriate department manager who will review the service received and decision made in response to the complaint, within a further 5 days.</p> <p>In the unlikely event that this remains unresolved/unacceptable the matter may be referred to a director of the company for investigation, contact to be received within 14 days and timetable of resolution process explained.</p> <p>Should this prove unproductive the matter can be referred to Otelo's alternative dispute resolution (ADR) service as below.</p>
<p><i>Alternative dispute resolution procedure</i> Details of alternative dispute resolution arrangements in relation to the provision of public electronic communications services to domestic and small business customers.</p>	<p>If we have not resolved your complaint to your satisfaction after 3 months or if you have received a letter from us saying that your complaint has reached "deadlock", you may make a complaint through Otelo, an independent alternative dispute resolution scheme, contact details for which can be found within Section 6.</p>
<p>5: How to obtain this Code of Practice</p>	
	<p>This Code of Practice is published on our Web site at www.webdesignuk.co.uk Additional copies are available on request and free of charge to any domestic and small business customer. It is also available in large print on request.</p>
<p>6: Contact details of related organisations</p>	<p>Otelo: PO Box 730 Warrington WA4 6WU Telephone 0845 050 1614 or 01925 430 049 E-mail enquiries@otelo.org.uk Web site: http:// www.otelo.org.uk</p> <p>Partners: EntaGroup: 01952 428888 Fasthosts Internet: 01452 541499 Business link: http://www.businesslink.gov.uk/</p>
<p>7: Additional information</p>	
	<p>This Code has been approved by Ofcom for the purposes of section 52 of the Communications Act 2003. The Guidelines for producing codes of practice are on Ofcom's Web site at http://www.ofcom.org.uk/telecoms/ioi/g_a_regime/gce/ccodes/ccodes.pdf</p>