

Guidelines for UW Partners



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Introduction

These Policies and Guidelines set out the rights and responsibilities of the Company (Utility Warehouse Limited) and its Independent Distributors ('the Partner'). These Policies and Guidelines together with the Partner Application Form, the Compensation Plan and any other documents referred to therein (together 'the Agreement') as amended from time to time constitute the entire understanding and agreement between the Company and the Partner.

With effect from 22 March 2014, a new Partner Position can only be created in the name of a single individual. Special rules (as set out in these Policies and Guidelines) apply where Partner Positions were created previously in joint names, as a partnership, or as a Limited Company.

The Company reserves the right to reject any Partner Application Form at its sole discretion.

No individual may have a financial interest in more than one Partner position at the same time (an employee of a Corporate Partner is deemed not to have a financial interest in the Partner Position of his employer, provided he does not have any beneficial interest in the shares of the Corporate Partner).

Once an individual has become a Partner they may not at any time for a period of three years from relinquishing the partnership subsequently have any financial interest in another Partner position, whether as a shareholder (excluding any shares held in a publicly quoted company), officer or director of a company, or as a partner in a partnership, or as an individual Partner, or as an Associate Distributor.

1 Partner position criteria

For a Partner position, the named person must:

- 1.1** be at least 18 years of age;
- 1.2** have accepted the terms and conditions on the online Partner Application Form ('the Application Form');
- 1.3** carefully read and understand these Policies and Guidelines, the Compensation Plan within 'The Opportunity' business manual and all other documents constituting the Agreement;
- 1.4** reside permanently at a UK address or have a UK address which is used by them as their permanent place of business, a UK landline or mobile contact telephone number and a UK bank or building society account. PO Box addresses are not acceptable;
- 1.5** have the right to work in the UK and have a valid passport or UK driving licence;
- 1.6** have access to the internet and have supplied an email address;
- 1.7** complete Online Getting Started training and/or other such courses as may be required by the Company from time to time.

2 Corporate partner position criteria

An existing Partner may apply to change their Partner position from being an Individual Partner to a Corporate Partner (ie: a limited company) subject to having SGL Status (or higher), or after a period of six months where their combined income from the Customer Bonus (CB) plan and Supporting Bonuses exceeds £1,000 each month, and meets the following criteria:

- 2.1** The Application Form must include details of all shareholders, officers, and directors of the company, and be accompanied by a copy of the Certificate of Incorporation or other satisfactory evidence of its legal status (eg. a copy bank statement or set of audited accounts for the company).
- 2.2** The individual who signs the Application Form on behalf of the Corporate Partner must be authorised to enter into binding contracts on their behalf. In the event it transpires that such authority was lacking, the Company shall be entitled to terminate the Agreement forthwith and without compensation. The Company shall have no responsibility or liability in respect of any costs or losses howsoever arising resulting from such circumstances.
- 2.3** The company or partnership named on the Application Form is responsible for any breach of the Agreement by their employees, agents, or anyone else acting with their apparent authority (irrespective of whether such authority had actually been given).
- 2.4** The company, partnership or trust must designate one director or officer (either by name or by position; eg. The Finance Director) as being the points of contact for all dealings between the Partner and the Company. The designated person must

have access to the internet and must supply an email address. Any communication from the Company addressed to the designated individual shall be deemed to have been received by the Partner, and any instruction or request to the Company from the designated individual regarding any aspect of the operation of the Partner position shall be deemed to have been given with the full authority of the Partner. The Partner shall indemnify the Company against any claims or losses incurred arising directly from any instructions or requests given by the designated individual. In relation to corporate partners created prior to 23 March 2014, there may be a maximum of two designated individuals registered with the Company, and any reference in this clause to the designated individual shall mean either of the designated individuals.

- 2.5** In the event of any change in the ownership, management, control or business activities of a Corporate Partner Position ('A Change Event'), Telecom Plus reserves the right to terminate that Partner position if it has grounds for believing, at its sole discretion, that A Change Event may be detrimental to the interests of the Company. Telecom Plus also reserves the right to treat a Corporate Partner Position as having elected to take the retirement option under the compensation plan effective from the date A Change Event took place, or where the Position is not eligible for retirement to freeze the position such that no further activity or involvement in the business is allowed.

3 Associate distributors

- 3.1** A husband, wife, colleague or friend of a Partner (provided that individual has not been a Partner in the past 12 months) can be named on any Partner Position as an Associate Distributor.
- 3.2** The Company reserves the right to refuse to add any Associate Distributor to any Partner Position, or to remove any Associate Distributor from a Partner Position, at their sole discretion.
- 3.3** With the authority of the named Partner, an Associate Distributor can gather customers and/or recruit new Independent Distributors on behalf of that Partner Position. Before doing so, they must provide such proof of identity to the Company as the Company shall require and obtain a Utility Warehouse photo identity card.
- 3.4** An Associate Distributor must complete our Online Getting Started training and/or such other training courses as each new Partner is required to attend before discussing our services with either existing or potential customers, or potential new Partners. The named Partner is responsible for ensuring that such training has been completed by their Associate Distributors.
- 3.5** The Partner is responsible for any actions carried out in the name of the Partner Position by an Associate Distributor they have added to their position, and for any breach of the Agreement by the Authorised Distributor acting with their apparent authority (irrespective of whether such authority had actually been given).
- 3.6** There is no financial relationship between the Company and an Associate Distributor, and all payments will be made to the named Partner.

- 3.7** The Company will only take instructions relating to the Partner Position from the Partner, although they will answer questions relating to personal customers of the Partner Position from a named Associate Distributor.
- 3.8** An Associate Distributor can only be associated with a single Partner Position at any time, but can be named on any other Partner Position once they have been removed from the previous Partner Position.
- 3.9** The financial arrangements between a Partner and an Associate Distributor are a matter for them to agree between themselves, and the company will not under any circumstances get involved in any financial disputes between a Partner and an Associate Distributor.
- 3.10** Where an Associate Distributor joins a Partner Position on the original application form, both parties may apply in writing to Partner Services to swap the Associate Distributor with the Partner at any time so the original Partner becomes the Associate Distributor.

4 Marriage, separation and members of the same household

- 4.1** All members of the same household who wish to hold individual Partner positions must be sponsored by the Partner who originally sponsored the first member of that household, except that parents may sponsor their own children as an individual Partner. A married couple may choose to work together in single Partner position where one of them is the Partner and the other an Associate Distributor, or they can each be a Partner on their own position.
- 4.2** If two existing Individual Partners subsequently marry, each may maintain their separate Partner positions. Alternatively, they may elect for one of the positions to be 'frozen' and for the Partner of the frozen position to become an Associate Partner on the other position. Where a position is 'frozen', neither new customer nor new frontline Partner Application Forms will be processed by the Company however any commissions generated will continue to be paid at the applicable rate. The only circumstance in which a frozen position can subsequently be unfrozen is in the event of divorce, when the Associate Distributor can revert to being a Partner of their original position.
- 4.3** Where a Partner position is held jointly in the names of two individuals, they are responsible for agreeing between themselves how their financial interest in that position is to be shared. The Company will only issue a single cheque or BACS credit each month in respect of any income generated by the position, which for BACS credits will be paid to the bank account details entered on the Application Form and for cheques will be made out to the name in which the position is held on our systems. Any change to those bank details will only be implemented by the Company on receipt of an instruction signed by both named individuals, or if amended on the Partner Portal. Where a position is held jointly, an Associate Distributor cannot be added to that position, nor can a new name be added as a joint Partner in addition to or as the replacement for an existing joint Partner.

- 4.4** In the event the holders of a jointly named Individual Partner position subsequently decide that they no longer wish to operate the position together (eg. following separation or divorce) they must submit a joint declaration notifying the Company which of them is to become solely responsible for managing the position going forward. This does not preclude the parties making such arrangements between themselves in relation to the value of the position or any future income generated as they may decide. Until the Company has received such a joint declaration (or an instruction from a competent court) all income will continue to be paid in accordance with the information previously provided to the Company on the Application Form.
- 4.5** An individual who has relinquished their position as joint Partner in a previous jointly held position may immediately reapply as an Individual Partner (under the same sponsor as their previous position) by submitting a new Application Form, with the appropriate joining fee and be registered as a Partner under the original Sponsor.
- 4.6** In the event of the death of a person who holds an interest in a joint Individual Partner position, then upon receipt of a copy of the death certificate we will transfer the position into the sole name of the surviving Partner unless the deceased Partner has bequeathed their financial interest in the position to another party, in which case the provisions of clause 8.11 of these Policies and Guidelines shall apply.

5 Conflicts of interest

- 5.1** Whilst holding a position as a Partner, you are not permitted to have a financial interest in, or be involved in any way with, another business which uses network marketing, and which supplies goods and/or services which we consider may compete directly or indirectly with the products and/or services available from us. With this exception, we do not restrict Partners from being concurrently or subsequently engaged in any other direct selling or trading scheme as long as engagement or association does not breach any other section of the agreement.
- 5.2** A Partner is not permitted during the term of the Agreement and any renewal thereof, or for a period of ninety days from the date of termination of the Agreement, or leaving the joint partnership, to take any action or make or encourage any statement, the purpose or effect of which would be to interfere with the contractual relationships between the Company and its Partners or Customers, and without prejudice to the generality of the foregoing, shall not directly or indirectly contact, solicit, entice, sponsor or accept any Partners into opportunities in marketing programmes of any company other than Telecom Plus or seek to persuade any other Partner to cease being a Partner of Telecom Plus or to reduce the efforts they are making to promote our services.

6 Multiple and phantom positions

- 6.1** Save as provided in this Agreement, a Partner may not own, operate or have a financial interest in more than one Partner position at any time.
- 6.2** A Partner that is a partner, director, officer or shareholder in a Corporate Partner position may not hold an Individual Partner position or be a partner, director, officer or shareholder in any other Corporate Partner position.
- 6.3** A Partner who inherits a financial interest in another Partner position may retain a financial interest in both positions but must choose which position they wish to actively manage in future and the other position(s) will be 'frozen' (where a position is 'frozen', neither new customers nor new frontline Partner Application Forms will be processed by the Company however any commissions generated will continue to be paid at the applicable rate). In this event, the frozen position can never be unfrozen.
- 6.4** A Partner must not seek to enhance or develop their structure by creating 'Phantom Positions' where most of the activity within that new position is not being carried out by the person in whose name the new Partner position has been created. In particular, a Partner may not sign a Partner Application Form on behalf of another individual other than in accordance with a valid Power of Attorney (which must be submitted to us with the relevant Application Form) nor provide false or misleading information in relation to any Application.
- 6.5** Online Partner Application Forms may only be completed and submitted by the person applying for the new Partner position. Sponsors may assist them if requested, but the new Partner must read and accept the terms and conditions themselves. Under no circumstances may a Partner submit an online application on behalf of a new Partner, even if specifically asked and/ or authorised to do so by the new Partner.
- 6.6** A Partner may not have held a previous Partner position in the last 12 months otherwise they must rejoin under the original Sponsor Partner Position as a new Partner.

7 Status as an independent contractor

7.1 Legal status of partners

Partners are independent contractors and are responsible for all aspects of their own business activities including VAT and taxation.

Partners are not agents, employees or legal representatives of Utility Warehouse. Partners should describe themselves as being an Authorised UW Partner or Authorised Distributor for the Company and must not under any circumstances claim or imply that they are an agent employee or legal representative of Utility Warehouse or any of its trading names.

If you are an employer, then your staff are your employees and cannot for any purpose be considered employees or agents of Utility Warehouse or any of its trading names.

Partners have no authority to legally bind the Company or its officers, directors or employees to any obligation, or to make representations or warranties on behalf of the Company or its suppliers. The Company accepts responsibility for the accuracy of its current sales and marketing literature and the contents of the Company website.

7.2 Contractual obligations

As independent contractors, Partners are responsible for their own activities and are able to decide the amount of time and effort they wish to invest in developing their Utility Warehouse businesses. Similarly, they are responsible for any costs or expenses resulting from their business activities.

A Partner is not permitted to involve the Company directly or indirectly in any third party contractual relationships relating to their business. For example, a Partner may not sign any contract, rent or lease office space or equipment, open any bank account, secure credit, cash any negotiable instrument, make purchases or enter into agreements of any kind in the name of or on behalf of the Company; or in a name which is substantially similar to the Company name and/or trading names used by the Company. The Company is not liable for any claims, damages or liabilities arising out of a Partner's business activities.

A Partner may not pledge or create any lien or charge over their Partner position by way of security for a loan or otherwise.

7.3 Reporting of taxes

Each Partner is solely responsible for the payment of all Income Taxes, National Insurance Contributions, Value Added Tax and all other forms of taxation which may apply from time to time in relation to his/her business as a Partner, and shall keep such records as are necessary to ensure the proper assessment and payment of tax.

The Partner shall advise the Company whether they are registered for VAT and give the Company details of their VAT registration number upon request and notify the Company promptly of any changes thereto.

8 Partner rights and obligations

A Partner will operate in a lawful, ethical and moral manner and will use his/her best efforts to promote the sale and use of the services and/or products offered by Utility Warehouse in accordance with any guidelines issued by the Company from time to time and any applicable Codes of conduct.

8.1 Behaviour

A Partner may not subcontract any of their rights or responsibilities under this Agreement to any third party without approval in writing from a Director of the

Company. An Individual Partner is not permitted to employ or authorise any other person to promote or market the services on their behalf, other than an Associate Distributor who has been added to their position in accordance with section 3 (on page 08), however paid distribution of approved marketing materials (eg. letterboxing) is permitted where no direct contact with the prospective customer is intended.

Partners are required to complete training courses both on becoming a Partner and subsequently (as notified to the Partner by the Company from time to time), in order for the Company to ensure all Partners have the appropriate level of skill and knowledge to perform their roles to an acceptable standard. In the event a Partner has not attended or completed a required training course within a reasonable period, the Company shall be entitled to refuse to accept any new Customer applications from that Partner until such time as they have satisfactorily completed any such required training. For the avoidance of doubt, this paragraph applies equally to persons promoting or marketing our services on behalf of a Corporate Partner.

A Partner is to conduct himself/herself in a professional and business-like manner at all times, and he/she shall avoid all discourteous, deceptive, misleading or unethical practices, including, but not limited to, any disparaging or derogatory statements about the Company, its staff, suppliers, competitors or any Partner. Partners are encouraged to keep accurate records.

It is absolutely prohibited for a Partner or Associate Distributor to submit (or allow to be submitted) a customer application form where the customer is not being allocated to the position of the Partner who was primarily responsible for gathering that customer. It is the responsibility of each Partner to ensure they are aware of and abide by all laws and regulations governing the sale or solicitation of the products or services marketed by Utility Warehouse in any country where the Partner operates his/her Telecom Plus business.

Company credit checking facilities may only be used for potential customers at the point of sale. Partners are not permitted to use the Company credit checking system for any other purpose.

A Partner must not engage in any activities that we consider are detrimental to the good name and reputation of the Company, its Partners, products or services (including for example the Partner being named in a legal action in connection with their activities as a Partner).

All Partners must abide by the Privacy and Electronic Communications (EC Directive) Regulations 2003 (the 'e-marketing rules') and the General Data Protection Regulation ('Data Protection Legislation').

Partners are required to abide by Utility Warehouse's 'Anti-spam Policy' (available on the Partner Portal) and the three 'golden rules' of electronic marketing. The 'golden rules' apply to any form of electronic messaging (eg. email, SMS, or direct messaging over social media):

- a. Only send electronic messages to contacts if they have agreed to receive the messages or you know that they are expecting to receive them (do not send electronic messages 'out of the blue'). If you are unsure whether an existing customer has opted to receive marketing emails, ask the Partner Services team;

- b. Make it clear in all electronic messages that they are promotional messages from Utility Warehouse; and
 - c. Tell the recipient that they can opt out from receiving your messages (and remove them from your list if they do opt out, so that you do not accidentally contact them again).
- The golden rules do not apply to the following marketing methods: telephone calls, leaflet drops, face to face conversations, or posts which you put on your own social media timelines. However, see rule 8.1b, below, for guidance on these marketing methods.
- We take our legal responsibilities under the Bribery Act 2010 very seriously, and it is our policy to conduct all our business in an ethical and honest manner and we expect the same from all of our Partners.

UW takes its fraud prevention obligations very seriously and maintains a zero-tolerance stance on fraud. We expect all Partners to conduct all business activities truthfully, with integrity and provide accurate information to customers at all times. The Company has arranged Public Liability Insurance to cover all Partners when promoting the Company, whether that is in a public place or on private property.

- 8.2** Standard cover is for up to £5million, and the cost is covered by the Partner starter fee and monthly renewal fees. Full details are provided on the Partner Portal (see 'Your Account').

Unlawful sales and marketing

If you are planning on carrying out any 'cold call' sales and marketing activities please read this section very carefully and refer to the Advertising and Promotion chapter.

It is absolutely prohibited to conduct any unlawful sales or marketing. If you are planning on any unsolicited sales and marketing you must ensure you do not:

- Make an unsolicited approach to residents at their home in a No Cold Calling Zone, or where bylaws restrict the sale of goods or services on the doorstep unless the visit has been prearranged by mutual agreement. If the area is not in a No Cold Calling Zone, and you have delivered a Utility Warehouse approved Neighbour Letter, you may follow up in person with the resident by knocking on the door to arrange an appointment, provided you have waited at least 24 hours.
- Make unsolicited calls or send faxes to individual or corporate landlines or mobiles where the numbers have been registered on the Telephone Preference Service (TPS) or the Corporate Telephone Preference Service (CTPS). See www.tpsonline.org.uk and www.fpsonline.org.uk
- Send unsolicited marketing materials using the postal services, where the recipient has registered with the Mail Preference Service (MPS). See www.mpsonline.org.uk
- Send unsolicited electronic sales and marketing to individuals, unless the recipient has clearly indicated that they want to receive marketing communications about Utility Warehouse goods and services (ie. on uw.co.uk/join, in a £20K Giveaway form or verbally asked to receive a marketing communication) or otherwise given their consent. For more information, please refer the above 'golden rules' and our anti-spam policy. See full details on the website of the Information Commissioner's Office, www.ico.org.uk and our anti-spam policy on the Partner Portal.

If you fail to abide by the relevant legislation in your marketing activity, this will constitute an offence and we will view such unlawful activity as a material breach of this Agreement.

8.3 Territorial rights

Becoming a Partner of Telecom Plus is not a franchise, and there are no territorial restrictions imposed on Partners by the Company with regard to sales, promotion and sponsoring efforts; each Partner has the right to conduct their business anywhere in the UK where our services are available.

8.4 Partners as customers

Partners are strongly recommended to have their own personal account with the Company for their Utilities, as experience has shown that this helps them to promote the services more effectively.

However, becoming a customer is not a prerequisite to being a Partner. If the Partner subscribes to any Utility Warehouse residential services they must do so on a single customer account, although it is permitted for a Partner to have a separate UW for Business account for any business services they are using or for two people operating a Partner position together and living at different addresses to each have their own customer account.

Note: UW for Business is closed to new customers for the foreseeable future.

Where the spouse or children of any Partner living in the same household require a separate customer account (eg. to keep individual control of their mobile spend), this can only be done by setting up the additional account using our customer referral procedures, and the new account will not count towards the Partner's personal customers or towards any activity requirements under the compensation plan.

In the event that any charges incurred by a Partner on their customer account have not been paid by the due date, the Company may at its sole discretion and without notice deduct the amount of any outstanding or overdue payment from any commission or bonus due to the Partner. If there is insufficient commission to cover the amount due, and it remains outstanding for more than 30 days, this will constitute a material breach of the Agreement.

8.5 Refunds

New Partners can cancel the Agreement within 14 days from the day their Application Form is received and processed by us, in accordance with the terms set out on the reverse of the Application Form. The 14-day period does not include the date on which it is processed. Any cancellation notice must be in writing and postmarked or received by the Company at the address stated in the Application Form by midnight of the fourteenth day following the date of processing. To obtain a refund, any materials provided by the Company (including any Tablet computers) must be returned to the Company.

In addition, a new Partner who:

- a. Completes their online training within 7 days from the date their Application Form is received and processed by us; and

- b. the Company receives their cancellation notice in writing between 90 and 120 days from the date their Application Form is received and processed by us, and
- c. any materials provided by the Company (including any Tablet computers) are returned to the Company.

A Partner must not imply to, or tell, a potential new Partner that their joining fee or any other payments they might make are or may be refundable on any other grounds.

8.6 Licence fees

A monthly licence fee of £3 will start 30 days after a new Partner joins. This small fee means we can continue to provide a huge range of helpful information, training and resources to help Partners build their businesses. This includes: access to unlimited online and classroom training, tools and tips on the Partner Portal, a dedicated and personalised uw.co.uk website and email address, marketing materials, regulatory licencing, public liability insurance and more.

The licence fee will be collected using the direct debit details provided on the Partner Application Form or as subsequently notified to us.

It is the responsibility of the Partner to ensure that the bank details provided to us are current and that they have sufficient funds in their account to cover their renewal fees. In the event a Partner's bank refuses to pay our direct debit request for any reason, we shall be entitled to terminate the Agreement forthwith.

The Partner may terminate the Agreement at any time upon 14 days' written notice and return of issued ID card(s). Any such termination shall be without prejudice to the rights of both parties in relation to any other agreements which may have been entered into, including inter alia the Mini Car Scheme and Tablet offer for Partners. (Renewal Fees are subject to change and are correct as of 1 October 2020.

8.7 Unauthorised contact

A Partner must not directly contact any supplier of Utility Warehouse about any matter relating directly or indirectly to that supplier's business with us, without receiving prior written authorisation from Head Office.

A Partner must not directly contact a statutory authority (eg. Ofcom, Ofgem or HMRC) purporting to be acting on behalf of the Company, or in connection with any Utility Warehouse business, without receiving prior written authorisation from Head Office.

8.8 Additional costs

Certain materials and services are currently provided free of charge at the discretion of the Company (eg. sales literature, genealogies, the Partner Portal and your Utility Warehouse websites) and/or included within the Starter Pack (the contents of which may be amended from time to time) supplied to new Partners. We reserve the right to charge for these in future, and for any additional marketing materials, marketing services, genealogies or training requested by or provided to the Partner.

8.9 Recruiter support

Partners are responsible for advising and supporting any Partners they recruit. They must provide and maintain regular communication with, and support to, the Partners in their team using whichever of the following they consider appropriate: personal contact, telephone communication, voicemail, email, written communication and attendance at Partner meetings.

A Recruiter of a Partner should:

- a. Assist the new Partner in booking and completing their initial Online Getting Started trainings.
- b. Accompany the new Partner to their first few appointments with their prospects. A supporting Partner supports other Partners on successful appointments and shows them the ropes. A Supporting Partner must have 6 or more live personal customers and have been active in the previous 60 days before the appointment they are supporting on (ie. must have personally gathered at least one customer or Partner).

8.10 Disputes relating to the location of sponsors and customers on genealogies

We recognise the Sponsor/Recruiter of a Partner as the person whose name appears on the Partner Application Form first received and processed by Utility Warehouse.

A new customer will be allocated to the Partner whose name appears on the customer application first received and processed by Utility Warehouse relating to each customer.

A Partner or a customer cannot be moved to a different location on the genealogy once the application has been received and processed by us, with the following exceptions:

- a. Partner who has recruited a new frontline Partner may place that new Partner elsewhere in their team within 7 days from the date that new Partner Application form has been processed; and
- b. Where a customer subsequently joins as an ID, they can request for their own personal customer and/or business customer account to be moved under their own ID position, provided that they are named on the account. **UW for Business is closed to new customers for the foreseeable future.**

8.11 Inheriting a partner position

Subject to the provisions of this section, any Partner position can be bequeathed on death. The legal heir shall be entitled to take full beneficial ownership of a Partner position (or share therein) subject to:

- a. Their acceptance of all the terms of the Agreement covering the Partner position, as if they were an original party thereto;
- b. Compliance by them with all the initial and ongoing requirements associated with being a Partner;
- c. The Company not being aware of any grounds for believing they may not be a suitable or appropriate person to be a Partner.

On the death of a Partner, the Company will suspend the Partner position pending receipt of a certified copy of the grant of probate. Payment of commission will not recommence until the legal beneficiary of their Partner position has accepted the transfer to them of all the rights and responsibilities of the Partner position in writing, and accepted the terms and conditions of the Agreement.

The Sale or transfer of a Partner position (other than on death) is subject to the prior approval in writing of the Company; such consent will only be given in exceptional circumstances and is at the sole discretion of the company. The rare circumstances where we would consider granting such consent include the transfer of a position to a spouse following the permanent incapacity of the Partner; the sale of a position to the Company to provide funds for urgent life-threatening medical care for a Partner or a member of their immediate family; and similar types of situation.

Transfer to a legal beneficiary is subject to the following conditions:

- a. The transferee not having a financial interest in more than one Partner position. Where the transferee is an existing Partner, then they must choose which of the positions they intend to manage actively in future, and which they would like to be frozen (once a position is 'frozen', neither new customers nor new frontline Partner Application Forms will be processed by the Company); pending such decision, the position that has been inherited (and any commission generated by that position) will be suspended. After they have notified us of their choice, all commission generated by both positions will continue to be paid at the applicable rate(s).
- b. If a Distributor position is transferred to a legal beneficiary during a period when the Status of that Distributor position is subject to any form of protection or guarantee under the Compensation Plan, then that Distributor position shall immediately revert to its true underlying Status and that protection or guarantee (as applicable) shall cease to apply.

8.12 Soliciting Partners from the team of other Utility Warehouse Partners (cross-recruiting)

You are not allowed to deliberately solicit into your own team any Partners who are in the process of being sponsored by another Partner or who have previously held a Partner Position in the last 12 months. You are also not allowed to promote any other network marketing (or similar) business opportunity to Partners you have not personally sponsored.

8.13 Poaching customers

Once a customer has joined Utility Warehouse through a Partner, that customer will always remain allocated to that Partner. So if you come across someone whilst customer gathering who is already a Utility Warehouse customer with another Partner, and persuade them to sign a new Application Form for additional services with your Partner ID, this will be ignored by our data processing team and the new services will be allocated to the original customer account.

Everyone living as part of the same household will automatically be allocated by us to whichever Partner signed up the first member of that household as a customer. If the customer genuinely wants separate bills for different services (possibly some in the husband's name and some in the wife's name, or to have some of their services

in the name of a business) then each customer account at that address will be allocated to the original Partner.

The only exception is in respect of former customers who have not had any live services for at least three months, in which case the new customer account will be allocated to the new Partner.

8.14 Interference with contractual relationships

During the term of this Agreement or any renewal thereof, or for a period of ninety days after the termination of this Agreement for any reason or the receipt of a valid joint declaration notifying the company that a Partner is resigning from the position, the Partner is not permitted to take or encourage any action or make any statement the purpose or effect of which would be to interfere with our contractual relationship with any other Partners.

8.15 Transfers of sponsorship

The only circumstance in which we will move a Partner position in the genealogy is where the recruiter notifies us in writing within 7 days of the date on which the Partner Application was processed that they wish their new frontline Partner to be moved so that they are directly under another Partner in their team rather than being frontline to themselves.

Once recruited, a Partner cannot change their sponsor under any circumstances, ever. If a Partner resigns, and subsequently rejoins within 12 months they will always be placed under their original Sponsor position.

8.16 Change of contact details

A Partner must notify the Company promptly of any change to their postal address, email or telephone number(s) by notifying the Partner Services Department in writing. If we are unable to contact a Partner, restrictions on customer gathering, activity and/or access to the Partner account may be applied until the Partner contacts us.

8.17 Primary emphasis

Commission is payable in respect of customers you gather who subsequently pay for the services they are using, and on the customer gathering activity of Partners in your team.

The primary emphasis of a Partner should therefore be on gathering customers combined with building a team of other likeminded active Partners.

A Partner may not sell goods, services, events or training to other Partners without the written permission of the Network Director.

It's not permitted to recruit anyone (whether from UW or not) into financial networks and cryptocurrency schemes or be publicly associated with them in any way. Any Partners found to be doing so will risk suspension or termination of their Partner position.

8.18 Purchase, sale acquisition, transfer &/or placing of customers and/or Partners

It is not permitted to purchase, sell, acquire or transfer completed customer or Distributor application forms under any circumstances, or to submit a customer application form to the Company for the benefit of another Partner. It is not permitted for a Distributor to submit (or allow to be submitted) a customer application form where the customer is not being allocated to the position of the Distributor who was primarily responsible for gathering that customer. For the avoidance of doubt, nothing in this clause shall prevent a Distributor from acting as a Supporting ID where both Partners are signed into the Join the Club website; or from placing a new Distributor in their downline for the purpose of building their team provided that no consideration is received from the Sponsor under whom the new Distributor is being placed.

8.19 Solicitation by prize draw or non-telecom plus sales programmes

Partners may not solicit or obtain new or existing customers or Partners by means of, or in connection with, any lottery, drawing or prize, nor by means of, or in connection with, any non-Telecom Plus product, service or Compensation Plan, unless such promotions have been organised by the Company (eg. £20K Giveaway).

8.20 Endorsement of special interest groups, organisations

Partners shall seek written approval from the Company before endorsing, supporting or participating in any group, cause or organisation in connection with their Telecom Plus business. Partners are not permitted to represent that we endorse or support any special interest group or cause, except any nominated company Charity Partner.

8.21 Partner associations

The Company does not endorse any informal alliance or grouping of Partners for any purpose. Whilst we recognise that some Partners organise events for their teams, attendance at such events is entirely voluntary.

8.22 Cancelled positions

If a Distributor cancels their position for any reason or allows it to lapse, that position will thenceforth be displayed on Genie in a different colour to indicate it is a 'Cancelled Position' and will therefore have no immediate impact on the structure, personal or group customer numbers of the upline. Any personal customers in the cancelled position will continue to be included as group customers in exactly the same way as if the Partner position was still live. The position will remain in the Genie as long as it has live customers or any downline Distributors.

Where a Partner wishes to rejoin within 12 months of cancelling their position they must do so in a new Partner position under the original Sponsor position.

8.23 Secured data handling / data subjects' rights

Secured data handling

Partners must handle all customer personal data securely, confidentially and in accordance with applicable Data Protection legislation. In particular, Partners must:

- a. Ensure that they have secure passwords on any devices they use to collect customer personal data or sign up customers.

- b. Not use the same password across multiple devices and accounts, do not share your passwords and regularly change your passwords.
- c. Only record personal data that you need; maintaining records that are not needed is contrary to the law and exposes you to legal risk.

We urge you not to maintain hard copy notes and either record information on a secure electronic device or transfer data from notes to a secure electronic device. If you must take hard copy notes, dispose of them securely as soon as possible by shredding them or using a confidential waste facility. Do not simply dispose of notes containing personal data in a general rubbish bin.

Partners must report any loss, theft or accidental transmission of customer personal data to the Company immediately (even over weekends or outside normal working hours) at security@uw.co.uk. This is a strict legal requirement.

- d. Not transmit customer data to any third other than Utility Warehouse.

Rights of data subjects

If a customer requests that you provide access to them of their data which you hold or Utility Warehouse holds (known as a Subject Access Request) or they request that you or Utility Warehouse erase their data, please inform us immediately by emailing ceooffice@uw.co.uk.

If Utility Warehouse receives a request from a customer to delete their data, and that customer joined Utility Warehouse through a Partner, it may (where required by law) pass the request onto the Partner in question and that Partner is obliged by law to erase the customer's data from their own records.

9 Customer applications

- 9.1 Partners may only sign-up a customer face-to-face once they have completed the College of Excellence Online Services training, unless in the presence of a Supporting ID within the new Partner's first 45 days. A Supporting ID is the Partner who helps a new ID to gather any of their first 10 customers and learn the ropes. A Supporting ID can be the Recruiter, provided the Recruiter has 6 or more live personal customers and has been active in the previous 60 days before the appointment they are supporting on (ie. must have personally gathered at least one customer or Partner).

Once a Partner has completed the College of Excellence Online Services training they will be given a Utility Warehouse website, where Customers and Distributors may sign up online. Should a Distributor choose to personalise this site and request a utilitywarehouse.org.uk email address, they can do so on the Partner Portal.

- 9.2 All customer applications must comply with all guidelines, rules and credit checking procedures notified to the Partner.
- 9.3 Partners must not submit an application for a customer on behalf of another Partner unless they are a Supporting ID and in the presence of the Partner who they are supporting.

- 9.4** Partners must not submit applications on behalf of customers where they have reason to believe the customer is unlikely to pay for the products or services being requested.
- 9.5** Partners may assist a customer in completing an Application Form but must not submit an Application Form on behalf of any customer unless in their presence and with the full knowledge, understanding and authority of the customer. For the avoidance of doubt, you must ask the customer to read the Privacy Notice (and explain that it details how their personal data will be processed) and read and accept the terms and conditions before the customer submits the Application.
- 9.6** Payment for any initial charges required to be submitted with the customer Application Form must be made by the person named on the Application Form.
- 9.7** We reserve the right to reclaim any commission or bonus paid to a Partner where we have reason to believe the customer application did not comply with clauses 9.1 to 9.5 above or any of the Policies and Guidelines herein or where within 90 days of processing the customer Application Form:
- the customer cancels any services; or
 - a change of occupier occurs on the customer account; or
 - the customer fails to pay any amount due to the Company.
- We take any allegations of fraud or mis-selling by Partners extremely seriously. Where we have reasonable grounds for believing such behaviour has occurred, it is likely that the police will be informed in addition to any action we take ourselves relating to suspension or termination of the Partner position.
- 9.8** The Company reserves the right to decline any Customer Application Form without giving any reason, or to require a potential new customer to pay a deposit before processing their application, at our sole discretion.
- 9.9** The Company is likely to suspend or terminate a Partner's position, apply restrictions on customer gathering, activity and/or access to the Partner account, or require a security deposit from all future new customers gathered by that Partner, if the quality of customers submitted by a Partner (as measured by the level of cancellations, complaints or non-payment), is above the level considered acceptable by the Company at its sole discretion or if the Partner has not adhered to Company procedures and processes for signing up customers or managing the Partner position.
- 9.10** Partners should be aware that we take sensible precautions when processing new customer applications in order to reduce the risk of fraud and bad debts, as set out as follows.
- All Services.
- If an initial payment being taken by Debit/Credit card (eg. for mobile SIM cards or cashback cards) fails for any reason, then a deposit may be required before processing any of the services on the Application Form.

- Credit Checking – Residential Customers
- Where a Partner with a proven track record of introducing good quality customers knows a prospective residential Customer, and vouches for them, then generally only limited credit checks will be carried out on that Customer unless they are applying for a high value mobile handset, or multiple mobile handsets. In the event that a Partner inaccurately confirms that a new customer meets our credit checking guidelines, this will be treated as a material breach of this agreement.
- UW for Business Applications
- Note: UW for Business is closed to new customers for the foreseeable future. Partners cannot submit applications to UW for Business under this section or any other section in these Guidelines or The Opportunity.**
- Partners may only submit applications to the UW for Business once they have completed the online UW for Business training. All applications from business customers must be made into the UW for Business. The only exception to this rule is that approved established Letting Agents who meet our credit checking requirements may sign up each of their residential properties as residential customers under their business name.
- All UW for Business applications for an energy service or a Mobile service will be subject to a full credit check. We reserve the right to request a deposit from any UW for Business customer where we consider it necessary to protect our financial interests. Residential tariffs are not available to business customers.
- Special Rules for Letting Agents and Landlords and Distributors Deemed to be Acting on their Behalf
- Distributors who run a business as a letting agency or who have their own portfolio of rental properties, or any Distributor who is processing customer applications on behalf of someone who they know is a letting agency or landlord, or who gathers a very high percentage of tenants, must ensure that a deposit is obtained from each new tenant equal to £100 for each energy service being supplied at the property (ie. a dual fuel customer will need to pay a £200 deposit). These deposits should be made payable to Utility Warehouse and accompany the Application Form for our services, and will of course be returned to the tenant when they leave the property provided that their account with us has been paid in full.
- We do not accept multiple properties on a single residential Club account where these are being managed by landlords, letting agencies or similar organisations. Each tenanted property must have their own Club account irrespective of whether the bills are being paid by the owner, letting agency or the tenant themselves.
- For the avoidance of doubt, we allow genuine residential customers to have more than one supply address on their account, provided that each property is occupied by a member of the same family (eg. a second home or a flat occupied by a parent or child of the Club member).

9.11 Customer classification – tenants, established tenants and home owners

We require Partners to ask all new customers whether they are a home-owner or a tenant, and to enter the appropriate details on the customer Application Form; if

they are a tenant, then we need to know the date the tenancy is due to expire. It is important that this information is entered accurately, and if we become aware that a Partner is regularly entering false information regarding the classification of their new customers, then the Company reserves the right to withdraw any entitlement to CB by that Partner on any future customers they gather.

We contact the land registry office to check the identity of the registered owner of the property for each new application.

If we get a successful surname match, then the account will be flagged as being 'Owner-Occupied' for commission purposes and for the purpose of any customer benefits.

If the check we make does not match the name of the applicant, we will contact the customer to advise them of this as they may not benefit from some of our Homeowner benefits. It is the customer's responsibility to prove their ownership in order to receive any such benefits.

If there has been a change in ownership or the Partner wishes to re-check the land registry database, a Partner may request a further land registry check at a later date, although this is subject to a small administration fee to cover the additional costs we incur. The outcome of such additional checks will not result in any retrospective recalculation of Residual Income which has previously been processed.

Once a tenant who joined before 1 April 2016 has been a member of our residential Club for at least 12 months, or where a member has joined on or after 1 April 2016 for at least 24 months then providing they are paying by direct debit and there is no money outstanding on their account, we shall deem them to be an Established Tenant, for commission purposes and both Personal Residual Income and Group Residual Income will be payable on their usage at a higher rate.

Where an Established Tenant cancels their Direct Debit or balance becomes outstanding on their account then they will cease to be treated as an Established Tenant until such time as the Direct Debit has been reinstated and all outstanding bills have been paid.

9.12 Home and office movers

- a. If a customer moves premises, and chooses to continue being supplied by the company for any products and services, that customer remains attributed to the account of the Partner under which they originally signed. For the avoidance of doubt, this applies even if the previous occupier of the new premises was a customer under a different Partner account.
- b. If a non-customer moves into a premises supplied by the Company (ie. premises vacated by a customer), the new occupier automatically becomes a customer and is attributed to the same Partner account as the previous occupant.

10 Presentation of the business, products and services

Each Partner has the same opportunity to build a successful Utility Warehouse business. We provide a range of recruitment tools which are designed to assist you in presenting the Utility Warehouse business with clarity and accuracy – you are not permitted to use any other materials which have not been approved by us.

Partners must be careful not to make false or misleading statements about the Company, its suppliers, its competitors and/or the income opportunity.

When presenting the business to potential new customers, the only illustrative savings projections you are allowed to use are those published by the Company from time to time; in addition, you may disclose your own actual savings or those of your personal customers during meetings or conversations with potential customers, provided any figure used is accurate and your personal customer has given explicit written permission for you to use their savings figure in this way. For the avoidance of doubt, you must not use your own savings figures or those of your own customers in promotional or advertising material. We periodically audit Partner career opportunity presentations and events to ensure compliance with this policy.

We do not guarantee any absolute level of income or profits or ultimate success as a Partner, which is wholly dependent on the effort, commitment and skill which you invest in building your business, the profile of the customers you gather and the productivity of the Partners you sponsor.

Whilst the Company is regulated by Ofgem and Ofcom, this does not mean that either of these bodies have specifically endorsed the detailed services we provide, as this is simply not something they do in relation to any Company regulated by them. You must therefore not claim that we are endorsed by them in any way.

All Utility Warehouse customers will be billed at our published rates. Telecom Plus may act as principal or agent in the provision of such services and on such terms as it may decide at its sole discretion. Partners must not make any false or misleading statements concerning these relationships.

Use of our Partner App shall be deemed to constitute acceptance by the Partner of these terms and conditions relating to the App as published on our website and amended by us from time to time.

Important note: In addition, Insurance is subject to specific terms and conditions, which must be accepted by all IDs who become Registered Insurance Agents, who can then earn commission on Insurance services taken by their members.

11 Commissions and bonuses

11.1 Payment

We pay commission to Qualified Distributors each month in accordance with our Compensation Plan. This is calculated based on the value of the commissionable services supplied and invoiced to your customers by us. Where services are commissionable, they are calculated on the amount billed to the customer net of VAT. We reserve the right to change or vary the commission percentage and/or fixed amounts payable on each of the products and/or services we supply from time to time, which may apply retrospectively to a prior rate of commission payable in respect of pre-existing customers on their future use of services. Any such changes will be published on the Partner Portal and/or notified to the Partner in writing, generally in an issue of Hot News and/or NewsPlus. We also reserve the right to withhold commission where a Partner fails to provide such evidence as we may require at our sole discretion to satisfy ourselves of their identity, address, National Insurance number and/or right to work in the UK.

11.2 VAT on commissions

Where a Partner is registered for VAT, then we will pay VAT at the applicable rate in addition to any net commission due. The Company operates a VAT self-billing system, it is the responsibility of each Partner to register for VAT self-billing using the VAT Self-billing form available on the Partner Portal. The Company will levy an administration charge of £15 for processing individual VAT invoices for Partners who do not elect to participate in the automated self-billing system.

11.3 Genealogies

The identity of Telecom Plus Partners and all other information shown on the genealogies is confidential and covered by Data Protection legislation. You must at all times treat such information as confidential in the nature of a trade secret and you are not permitted to use or disclose information contained in your genealogy, or any other confidential information about the Company, to any third party, except as necessary for the proper performance of your obligations under the Agreement, and shall use the information solely and exclusively for the benefit of your Telecom Plus business. Unauthorised disclosure of our confidential information is a serious matter which is likely to result in the prosecution of any Partner involved in such activities. All such information is subject to these Policies and Procedures, in particular the rules around secure data handling, transmission and data subjects' rights (see clause 8.23).

11.4 Payment of commissions and bonuses

Partners will receive a detailed monthly statement showing the commission and bonuses they are being paid. Where payment is being made by BACS transfer directly into the Partner's bank account, the Partner will be paid monthly irrespective of the amount due. Partners may elect to be paid by cheque, although cheques will not be issued for amounts of less than £100 (unpaid balances under £100 will be carried forward until such time as the total amount payable exceeds £100).

Commission statements are generated electronically and sent to Partners by email.

If a Partner requires their commission statement to be sent by post, a monthly administration charge of £1 will be deducted from their commission.

Commission queries will only be considered by us if they are reported to us in writing before the end of the month in which the relevant commission statement was produced.

There is a charge of £20 in respect of each cheque issued to us by a Partner that is returned to us unpaid. We may require any Partner who has given us a cheque that has been returned unpaid, to pay all further transactions with the Company by bank draft or credit card.

12 Advertising and promotion

12.1 Introduction

We actively encourage Partners to promote our products and services, and the business opportunity.

However, in order to protect the reputation and integrity of the Company, and the livelihoods of all Partners, there are a number of rules and guidelines which must be followed. These are explained in detail in the Advertising and Promotion section of this manual.

Failure to comply with these requirements will constitute a material breach of the Agreement.

12.2 Use of the company or trading names and/or its suppliers' names, logos or trademarks

By becoming a Partner, you do not acquire any rights to use the Company name, logo and/or trademarks or those of its supplier(s) save as explicitly set out in the Agreement.

In particular, you may not use any Company trademarks, trade names, slogans, symbols and colour schemes, or those of our suppliers (other than in relation to using official Company marketing materials, sample products and advertising materials provided or sold to you by us), without our prior written approval.

Except in so far as specifically permitted in clause 12.4 below, the use of the Telecom Plus or Utility Warehouse name, the name of any of our services or websites, any part thereof or variation of any part thereof (including fabricated words, homophones, plays on words, etc.) in a Partner's email address, website domain name or in any other electronic address is prohibited.

Partners are permitted to use the authorised Partner logo for use on business cards, letterheads, and envelopes. It can also be used on approved advertising, including on the Internet.

The use of a Partner's title, eg. Senior Team Leader, may only be used by the Partner where such use does not imply, nor could in any way be interpreted as meaning, that the Partner is an employee or director of the Company.

Partners must use the Company approved email signature blocks with the disclaimer – this can be found on the Partner Portal.

12.3 Letterheads and stationery

Pre-approved letterheads, compliment slips and calling cards featuring the Partner's details are available and details of how to order them can be obtained from the Partner Portal or from Head Office. This is the only stationery approved for use by Partners, and you may not use any letterhead, calling card, compliments slip or any other stationery that features the Company name(s) or logo(s) without our written approval. Approval will only be given for an item of stationery where a similar or equivalent item is not available.

12.4 The internet and other online services

a. Partner customer gathering recruitment websites

All Partners who have completed their Getting Started Online Training will be given a free Utility Warehouse residential website (a personalised version of the main corporate website) which contains information on our residential products and services, our business services and links to a separate Recruitment website which presents the business opportunity. Partners will also receive a Utility Warehouse email address.

The site also provides the Partner with their own personalised 'contact us' and 'about us' pages, including an email contact form.

Customers and Distributors who sign up through a Distributor's Customer Gathering or Recruitment website are automatically allocated to that Partner (unless they choose manually to override this process).

Distributors may not alter their Utility Warehouse websites in any way, nor use frames, forms or any other method to alter the way in which it operates. Distributors do not have access to the source Code of their Utility Warehouse website.

- b. **Copyright.** The copyright in all the content on the Customer Gathering and Recruitment websites belongs to Utility Warehouse Ltd. With the exception of materials available on the Partner Portal for you to use (see 12.4(c) below), reproduction of any graphics, images or other content is only allowed with the prior written permission of the Company.
- c. **Partner Portal Materials.** A Partner does not need to obtain prior approval to use the materials which are specifically made available on the Partner Portal for you to download and use, provided that such use is exclusively in connection with the promotion of your Utility Warehouse business and that such use does not cause any damage or harm to the good name and reputation of the Company, its employees, suppliers, other Partners or customers.
- d. **Partner's Social Network Profiles.** Partners may create their social network profiles. The rules and guidelines relating to this are set out in the Advertising and Promotion section of this manual.
- A Partner's social network profile must not include any advertising for, or links to, products, services or any promotional material (including websites) related in any way to one of the Company's competitors. Competitors in this context are those organisations who are involved in Network marketing.
- e. If a Partner wishes to feature their Utility Warehouse business on a website or social network profile promoting another business in which they are involved, they may do

so with prior approval, but only if, in the opinion of the Company, that website does not promote a Network marketing opportunity, is unlikely to damage the Company or bring the Company into disrepute, and provided there is a clear distinction between the Company and the other business.

- f. The promotion of Utility Warehouse products, services, or business opportunity either directly or indirectly, by means of Internet auction or similar sites is strictly prohibited.
- g. Email Marketing. SPAM is sending emails to people you do not know personally and who have not specifically asked you to contact them. You may not use SPAM to promote your Utility Warehouse business. As detailed in clauses 8.1 (a) and (b), Partners must abide by e-marketing rules, Data Protection Legislation and Utility Warehouse's the golden rules and anti-spam policy.
- h. Redirection Issues. If a Partner has registered their own domain name to be used in conjunction with the promotion of their Utility Warehouse business, Utility Warehouse Ltd is unable to investigate and/or resolve any forwarding/redirection issues. This is a process outside of our control and should be referred directly to the company being used to manage the forwarding/redirection.

12.5 Media inquiries and personal appearances by independent partners and contribution to uncompensated media

On occasion, members of the media may contact Partners seeking information. When this occurs, the Partner must not make any statement relating to the business and immediately refer such inquiries directly to the Marketing Department at Head Office.

Partners are strictly prohibited from representing the Company in any public media arena and, except as specified in paragraph 12.7 below, from using any medium (including, but not limited to news/press releases, articles and television, cable or radio talk show appearances) to promote or publicise the Company or its products.

12.6 Telephone procedures

We prohibit Partners from answering the telephone in any manner that may give callers a reason to believe that they have reached the Corporate Office of Utility Warehouse. Specifically, Partners are prohibited from answering the telephone by responding 'Telecom Plus PLC' or 'Utility Warehouse' or by using any other form of the Company name. Use of the Company name in any type of telephone listing or directory service is also prohibited.

12.7 Trade shows

Partners may promote their businesses at conventions and trade shows provided they have received prior written approval from Head Office.

12.8 Radio and television advertising

Advertising either the business opportunity or the services provided by the Company on the radio or on television is not permitted.

Important note: In addition, Insurance is subject to specific terms and conditions, which must be accepted by all IDs who become Registered Insurance Agents, who can then earn commission on Insurance services taken by their members.

13 Ordering and shipping information

13.1 Payment

We will not accept orders for marketing materials on a COD (cash on delivery) basis. All orders must be pre-paid with cash, personal cheque, bank draft or an approved credit or debit card.

13.2 Processing deadline

We will use reasonable endeavours to process and dispatch all orders for marketing materials within forty-eight hours of receipt of the order. Delivery to the Partner is normally within forty-eight hours following the date of dispatch by us.

13.3 Online orders

This is the most effective way to place an order for marketing materials. Simply log onto the Partner Portal and choose 'Shop' from the main menu.

13.4 Delivery address

Deliveries are made only to a street address. Deliveries cannot be guaranteed when addressed to a PO Box and we assume no liability for non-receipt if a PO Box has been used at the request of a Partner.

13.5 Back orders

If you have sent an order accompanied by a cheque and the item you have ordered is temporarily out of stock, you will receive a 'credit' note with your shipment and your account will be credited for the amount of the item not received. You may then request the item with your next order. If you ordered with a credit card, the cost of any items which are unavailable will not be included in the amount charged to the credit card.

14 Suspension/termination of a Partner position

14.1 A Partner position may be suspended and/or terminated by the company in the following circumstances:

- a. The Partner fails to renew his/her Partner position in accordance with the terms for renewal applicable at the time.
- b. The Partner commits a material breach of the Agreement.
- c. The Partner commits a minor breach of the Agreement (being any breach not constituting a major breach). However, if capable of remedy and provided that in the reasonable opinion of the Company the Partner shall not have committed persistent minor breaches of the Agreement, the Partner position shall only be terminated if they fail to remedy the breach within ten days from the date on which they were

notified of the breach by the Company.

- d. The Partner becomes insolvent/bankrupt or makes a voluntary arrangement with their creditors or becomes subject to an administration order.
- e. The Partner has a receiver or administrative receiver appointed over any of their property.
- f. If the quality of the customers submitted by the Partner is not satisfactory, or the Company has reason to believe that the actions of a Partner are likely to result in high levels of bad debt or fraud from the customers being submitted by the Partner.
- g. A Partner who joins with special obligations (eg. complete training courses within a specific period) and who fails to complete the requirements on time. Their position will be terminated.
- h. A Partner handles customer personal data in a way that is not compliant with the applicable Data Protection Legislation, and the data handling provisions in these Policies and Guidelines. Customer Personal data is any information that identifies (directly or indirectly) or relates to an individual, eg. name, contact details, address, banks details, payment cards, family members, health data, billing or usage data etc.
- i. We are investigating a potential or alleged breach of the Agreement.

14.2 Fines

Where the Company has the right to suspend or terminate a Partner position pursuant to clause 14.1 above, then the Company at its sole discretion may offer the Partner the opportunity to pay a fine to the Company as an alternative to continued suspension and/or termination. Payment by the Partner of any such fine shall be deemed to constitute full settlement in respect of the specific breach being considered at that time, and shall not cover any future breaches whether of the same or any other type, by the Partner.

14.3 Voluntary termination procedure

This Agreement may be voluntarily terminated by a Partner, at any time, for any reason, by returning any issued ID card(s) and submitting a personally signed letter of resignation to Head Office.

Termination will become effective upon receipt by us. The resigning Partner may reapply, at any time but if within 36 months must rejoin under the original Sponsor position.

14.4 Involuntary termination procedure

When the Company considers there are valid grounds to suspend or terminate a Partner position, we will immediately notify the Partner of our action, and the date on which the suspension or termination is effective. During any period of suspension, the Partner shall not be entitled to receive any commission payments from the Company.

The Partner will have ten days from being notified of the suspension or termination in which to respond to the Company in writing, giving the grounds for any appeal against the suspension or termination. The Company may discuss any appeal with the Partner and request such further information from the Partner as it deems necessary. At the end of the 10-day period, the Company will consider all the

information provided by the Partner before making a final decision. The Company will act in good faith in making any such decision, which will be promptly notified to the Partner in writing. If the Company has offered the Distributor the opportunity to pay a fine as an alternative to continuing suspension or termination, and this is accepted by the Partner, the Company will deduct the amount of the fine from any future commission payable to the Partner.

14.5 Effect of suspension or termination

During any period of suspension, or following termination for whatever reason, of a Partner position, the Partner shall not be entitled to receive any commission or other payments from the Company. In the event that the suspension or termination is rescinded following the investigation and appeal procedure set out in 14.4, then future payment of commissions will be reinstated.

15 Amendments

The Company shall be entitled to modify these Policies and Guidelines, introduce new terms, and make such other changes to the Compensation Plan and the Agreement as it considers necessary from time to time in order to ensure the effective management of the business opportunity and the long-term viability and success of the Company. Such modifications may have a retrospective effect on commission rates for pre-existing customers.

Any such changes shall become incorporated into the Agreement immediately upon the Company publishing them on the Partner Portal or otherwise bringing them to the attention of the Partner.

The Partner agrees that his/her remaining as a Partner, after notice of any such revisions, shall constitute his/her agreement to such revisions. A Partner who inadvertently finds him/herself in breach as a direct result of any change(s) shall have a grace period of three months in which to remedy that breach, and provided that breach is remedied within the aforesaid grace period the Company will not take any action against the Partner in respect thereof.

16 Waiver

No failure or delay on the part of the Company in exercising any right under the Agreement shall operate as a waiver thereof.

17 Severability

Should any part of the Agreement, including the Policies and Guidelines or the Partner Application Form, or of any other documents referred to herein or issued by

the Company be declared invalid by a court of competent jurisdiction, the remaining policies, applications and instruments shall remain and continue in full force and effect.

18 Notices

Any notice given under the Agreement and these Policies and Guidelines may be delivered personally, or sent by post or email to the address(es) of the parties on the Partner Application Form or to such other address as shall have been subsequently notified by either party to the other. In respect of any notice given by the Partner to terminate the Agreement the period of notice shall, when given by post, start to run from the day when such notice is received by the Company.

19 Indemnity

The Partner agrees to indemnify and to hold the Company harmless from any and all losses, claims, damages and expenses, including legal fees arising out of any action or conduct by them which is in breach of these Policies and Guidelines.

20 Jurisdiction

The Agreement and these Policies and Guidelines shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

21 UW Partner Marketing and Promotion Guidelines

The power of a personal recommendation from someone you know and trust is as great today as it ever has been, and delivers real impact. If you think of your marketing as an extension of that you can't go far wrong.

Key Principles

1. Always ask your upline for help or reach out to [Partner Services](#)
2. Nothing replaces a good conversation but if you want to use marketing materials, only use those provided by Head Office – don't create your own.
3. Don't use your social media pages to just sell.
4. Paid for advertising is a no-go.

Welcome to #TeamPurple

We have a very simple brand: UW. Brands are stronger when there's a consistent message and look and feel. A brand acts as a promise to your users about the products or services you offer – it's an emotional contract between you and them. A brand builds trust. And inconsistent branding undermines that trust – it suggests you're not who you say you are and that your products aren't to be trusted either. That's why we're continually providing new materials for you to use so that you support the UW Brand in your marketing efforts. You'll find approved assets in the [Marketing Hub](#) on the Partner Portal. We are here to help you deliver your story and build your business.

It's important to mention that the services UW provides are **highly regulated**, as is the advertising and marketing industry. Ofgem, Ofcom, Financial Conduct Authority and the Advertising Standards Authority to name a few, monitor the industry in great detail. That's why we want you to use the materials we provide – because we know they're compliant with all current regulations and legislation.

So you must not create your own UW marketing materials, that's our job.

Working with the Marketing Team

As a general rule, everyone who joins UW, either as a Partner or customer, joins on the back of a conversation. And we want to make these conversations easy by giving you a set of tools and materials that'll help you showcase your UW business in its best light.

It's our job to make sure you have everything you need to be successful. We have a range of marketing materials you can print yourself, purchase from us or from our approved print suppliers.

1. If you can't find what you're looking for, speak to your upline or sponsor.
2. If you need further help, please contact partnerservices@uw.co.uk

Helping you get on

Ok, so you've joined UW and you want to get cracking. Your sponsor's great, but you're just a little bit worried about constantly bombarding them with questions. Firstly, don't be! Your sponsor wants you to succeed – it's in their best interests for you to do so.

Your fellow Partners are a great source of knowledge too. Check out our official Partner Facebook Group for support at [uwforum.co.uk](https://www.facebook.com/uwforum.co.uk)

What you can do to promote your UW business

- **Neighbour Letters:** We provide a series of approved letters, available on the [Marketing Hub](#) (to print at home) or purchased via [Printwell](#). These have editable fields to allow for personalisation. For more support, join our [Neighbour Letter Mastermind Facebook Group](#)
- **The £20K Giveaway:** Some of our most successful Partners use these events to build their business. Details and training are available on the [Partner Portal](#), and on [The £20K Giveaway Facebook group](#)
- **Networking Meetings:** Join your local business networking group. We provide a range of materials that you can use to promote UW.
- **Sponsorship:** To protect the brand integrity we cannot provide you with brand logos or other brand files, and you cannot sponsor any events, teams or activities.
- **Can I advertise at a public event?** Yes. You may promote your UW business at conventions, trade shows, fêtes and similar events at which you will be present, but only using marketing materials we provide. You must present yourself as an Authorised UW Partner. Naturally, you must also comply with any regulations imposed by the event organiser.
- **Can I promote at a virtual event?** i.e. Virtual Christmas fair. Yes, and you're welcome to use the [social media materials](#) available on the [Marketing Hub](#)
- **Can I use social media to promote UW?** Yes, but there are clear guidelines to follow – read them [here](#). It's important to note that paid-for and sponsored social advertising isn't permitted.
- **Can I advertise in print media?** No, you should not conduct print advertising.
- **Can I create my own 'unbranded' advertising?** No. 'Unbranded' or 'blind' advertising refers to UW, our products and services or the Partner opportunity but does not mention them by name.

It's not permitted to create any type of advertising. Always use the official UW materials we provide.

The important bits you need to know

We rely on our reputation, and word-of-mouth, to grow our business. So, as you'd expect, our brand, reputation and public image are of paramount importance. We also operate in highly-regulated markets, so we need to make sure what we're communicating is truthful and accurate.

As a general rule, anything you do must be suitably representative of our brand. To that end, we need to make sure you know these things:

- **Only use the materials available via the [Marketing Hub](#) on the [Partner Portal](#).** This means you're safe in the knowledge that you're using the most up-to-date material.
- **You must not create your own print advertising, websites or pages outside of the [uw.partners](#) web pages that have been created by UW for you. If you have created any other websites or pages that refer to your UW business (even if approved by UW previously), these must be taken down.** You'll find your personal website addresses on the [Marketing Hub](#)
- **You must not create any domain names, URLs or email addresses to promote your UW business.**
- **The use of framing (ie. copying the content of the UW website and making it viewable from another site) is strictly prohibited.**
- **Do not write, publish, share or post anything which is deemed rude, offensive or critical about another company or person** (including our competitors). Don't spam prospects on social media, either through messenger, comments or groups. Avoid any language which is abusive, inflammatory or unprofessional. This also includes strong political views, contentious topics or anything that could damage UW's reputation.
- **Don't message people who don't want to hear from us.** Follow the [GDPR](#) and the [Anti-Spam policies](#)
- **You must not use paid for or sponsored advertising online, including paid social media, job boards or online directories.**
- **Do not breach copyright and trademarks.** For example, the use of the Which? logo is highly regulated and creating your own materials by taking screen grabs etc. may affect UW's future nominations.
- **Advertising either the business opportunity or the services provided by UW on radio, podcasts or television is not permitted, including talk-based podcasts and media.** Team podcasts/Zoom calls are permitted - subject to them being on a private channel (see point below).
- **You may not have a podcast or online video channel (eg YouTube/Vimeo etc) that relates either directly or indirectly to UW that is accessible to the public.** You could use these for team training provided it's on a private platform and is only shared with your own team, and can not be promoted on our Facebook groups (or on social media generally).
- **If you're contacted by a member of the Press, Media, or podcasts don't make any statements relating to UW.** Refer the enquiry to the Media team at Head Office (media@uw.co.uk).

If you are unsure of anything relating to these guidelines, please contact [Partner Services](#)

Digital and online guidelines

It makes complete sense to find UW in a digital media environment. People are now using social media on a daily basis, across a variety of platforms. And we'd like your help to make sure our online presence is a positive one. **Not forced, fake or a hard sell.**

There are a number of images to promote your business and celebrate achievements available on the [Marketing Hub](#)

A quick recap on who to contact when:

reputation@uw.co.uk if you need to report improper practice.

partnerservices@uw.co.uk for anything relating to your UW Partner position or any queries about these guidelines i.e. changing personal details, account information.

phoneafriend@uw.co.uk if you have any questions specifically relating to your customers.

22 Other promotional activity

Can I make outbound calls to a landline or mobile?

Yes. However, you must not 'cold call' an individual's or businesses' landline or mobile if they are registered with the Telephone Preference Service (TPS) or Corporate Telephone Preference Service (CTPS). See www.tpsonline.org.uk for further details.

Can I send text messages, emails or faxes to individuals, including sole traders and nonlimited partnerships (NLPs)?

Yes, and sample emails are available on the Partner Portal for you to use. However, for individuals, you must have prior 'opt in' from the recipient, in accordance with the Privacy and Electronic Communications Regulation 2003. You can see more information within our anti-spam policy on the Partner Portal, the three golden rules (see page 13, Clause 8.1 (a)), and on the website of the Information Commissioner's Office, www.ico.org.uk

While these methods of communication are permitted, we do not recommend contacting people you don't know to build your business in this way. If we receive any complaints about inappropriate use of this form of marketing, disciplinary action may be taken against your Partner position.

Can I send text messages, emails or fax to a corporate?

Yes, provided the contact information is available in the public domain; it is clearly that of a corporate opposed to an individual; you identify yourself; and you provide a valid means of opting out of further communication. Note, an individual at a registered business still counts as an individual, for example, you can send an unsolicited email to enquiries@company.co.uk without opt in; you cannot to johnsmith@company.co.uk. You can see full details on the website of the Information Commissioner's Office, www.ico.org.uk

For fax, you must also ensure the business is not registered with the Fax Preference Service (FPS). See www.fpsonline.org.uk for further information.

While these methods of communication are permitted, we do not recommend contacting people you don't know to build your business in this way. If we receive any complaints about inappropriate use of this form of marketing, disciplinary action may be taken against your Partner position.

Can I try and arrange an appointment with a prospective customer by delivering a letter through their door?

You may deliver a Utility Warehouse approved Neighbour Letter and follow up with the resident(s) by knocking on the door to arrange an appointment, provided the property is not in a No Cold Calling Zone. You must also leave at least 24 hours before you approach the resident for an appointment.

Can I send promotional material using the postal service?

Yes, unless the individual is registered with the Mail Preference Service (MPS), in which case you cannot. See www.mpsonline.org.uk for further information. This does not affect unaddressed items posted through letterboxes.

Can I advertise on television, on the radio?

No. You must not advertise our services or promote the Company on TV, on the radio, or in any other similar mass media environment.

Can I create, publish and distribute news articles, editorials or press releases?

No. You may not advertise your business in this way under any circumstances, including via online news/press release websites.

Can I advertise at a public event?

Yes. You may promote your business at conventions, trade shows, fêtes and similar events at which you will be present yourself. If you are intending to use any self-created materials, they must be submitted for approval. Of course, you must also comply with any regulations imposed by the event organiser.

Can I create merchandising materials?

You may not create your own merchandise (such as T-shirts, key chains, coffee mugs, pens or similar items) in connection with your business, unless it has been submitted to the Marketing Department for approval.

Can I promote my business on my vehicle?

No. The UW Minis have an iconic status among the Distributor Network recognising a Distributor's achievement on the Stairway to Success. So that a Mini remains a unique incentive, which is not diluted, it is not permissible to produce your own vehicle artwork. This includes, but is not limited to, vinyl graphics, magnets and laminated adverts.

Can I replicate the artwork on the Company Minis for my own car?

No. In order to protect the unique identity of the fleet of UW Minis, we do not permit Distributors to replicate the Mini artwork for their own car.

Can I create my own app? (ie. for download via online app stores)

You may not advertise your business in this way under any circumstances.

Can I translate materials into foreign languages?

No. We do not offer, and cannot approve, materials that contain text in a foreign language.

Can I sponsor an event, team or activity in my position as a Utility Warehouse Authorised Distributor?

In principle, yes. Please complete the Sponsorship Request Form on the Partner Portal. We can only consider sponsorship requests in your position as 'Utility Warehouse Authorised Distributor'. Utility Warehouse (ie. the Company itself) cannot sponsor individual Partners, events, teams etc.

Can I run my business in a retail unit or advertise with a large sign in my shop window or in a public space?

No. It is not permissible to run your business in this way (eg. large shop, billboard or football ground advertising).

Can I post in public places (eg. leave leaflets on car windscreens, the side of buildings, dustbins, or in shop windows without the owner's express permission)?

No. This is not an appropriate way to promote Utility Warehouse.

Can I sell Utility Warehouse marketing materials?

No. It is not permitted to sell Utility Warehouse branded materials. This includes company approved materials or any materials you design/make yourself.

Can I focus on promoting my other business interests outside of Utility Warehouse with other Partners?

No. A Partner's focus should be on building their Utility Warehouse business and not distracting others from doing the same.

Can I advertise my business on 'Traffic Exchange' sites?

No. This is not an appropriate way to promote Utility Warehouse.

Anything not covered in this chapter

Due to the huge variety of possible forms of advertising, we aren't able to provide guidelines for every marketing idea you may have. If you wish to produce something that isn't covered in this chapter, please email an outline of your idea to marketing@uw.co.uk

23 Our consumer code of practice

This Code of practice does not affect in any way your legal rights as a customer, nor does it form part of any contract between you and Utility Warehouse.

24 About Utility Warehouse

The Utility Warehouse Discount Club ('Utility Warehouse') is operated by Utility Warehouse Ltd, a wholly owned subsidiary of Telecom Plus PLC, a major British company whose shares are listed on the London Stock Exchange. In addition to fixed telephony, we provide our members with savings on mobile phones, internet, gas and electricity.

25 The purpose of the code

The Code of practice aims to ensure we always deal with our customers in an ethical, efficient and transparent manner.

The Code provides:

- Information on how to contact us;
- Information on our main services;

- Information on our sales and marketing activities;
- Information on billing and pricing issues;
- Contact details for alternative complaint bodies.

This Code only covers the provision of fixed-line telephony services.

26 Contact details

If you have any queries regarding this Code of practice please contact:

David Baxter Company Secretary Utility Warehouse, Network HQ 508 Edgware Road, The Hyde London NW9 5AB

Tel: 0333 777 0777 Fax: 0333 777 3239 Email: codeofpractice@uw.co.uk

Contact details of other relevant organisations are contained in section 10.

27 Background and services

Utility Warehouse offers telephony services mainly to domestic customers. These services include line rental, fixed line calls, broadband, mobile phone services and the supply of Freephone numbers.

We do not own or operate any telephone networks, switches or exchanges ourselves. Instead, we use network infrastructure owned and operated by other major companies (eg. BT, TalkTalk and EE) who provide these services to our customers on our behalf. The customer relationship is entirely with Utility Warehouse – we handle and manage all aspects of the service, and the customer will receive a similar service and pay our same low call charges irrespective of whose infrastructure we are using to provide the underlying service.

To route landline telephone calls, we generally use carrier pre-selection (CPS), which enables them to be automatically routed onto our service at your local BT exchange (and thus to benefit from our cheaper call prices), without needing to dial an access Code before each call. For more consumer information on CPS, you can download the Ofcom Consumer Guide in PDF format from:

www.ofcom.org.uk/static/archive/oftel/ind_groups/op_policy/cpscgm/docs/cpscongudev3.pdf

In some circumstances we provide customers with one of our Smart Boxes instead, which carry out a similar purpose to CPS. These are generally provided free of charge.

28 Sales and marketing activities

28.1 Background

Utility Warehouse was one of the first companies in the UK to provide an alternative telephony service to domestic customers. As a result, over 650,000 customers are now using us in order to save money on a wide range of essential services. Most join us as a result of personal recommendation from one of our Independent Distributors, although some sign up over the telephone or via the web.

We are committed to delivering outstanding service, which includes our sales and marketing activities. This document sets out how we aim to achieve the highest standards possible.

It is essential that our customers understand, at the time they sign an application form, the services being offered and the contract they are entering into. The following principles are at the core of our activities:

- 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

28.2 Sales, marketing, advertising and promotion

We aim to ensure 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 also seek to comply with all relevant legislation including the Unfair Contract Terms Act and the British Code of Advertising and Sales Promotion, and in particular we do not denigrate other providers.

In carrying out any direct marketing to potential new customers we will take account of any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service, the Mobile Preference Service, the Fax Preference Service and the Email Preference Service.

28.3 Recruitment

We follow strict procedures for the selection of staff whose work involves them in direct contact with customers for the purposes of sales and marketing activities. We obtain proof of National Insurance number, proof of address and two references (referees cannot be related or both from the same company). On leaving, we require them to return their staff ID badges and we retain full details on all their sales for a minimum period of six months.

While operating within the framework of current employment legislation, we specifically take into account:

- Attitude, ability, suitability, 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 seek references for all new staff. These are thoroughly checked and considered taking particular attention to any relevant convictions for criminal offences
- Evidence of mis-selling or lack of integrity in any previous employment.

28.4 Sales training

We take reasonable steps to ensure that everyone involved in selling and marketing our services has received training which provides them with sufficient understanding of the relevant sections of this Code.

28.5 The training materials also cover the following topics:

- Data protection and data handling training
- How competition in telecommunications works in the UK
- What telephone services we provide and how these may differ from competing telecoms products
- How our customer application form should be completed so that the customer obtains the services which best meet their requirements
- The relevant principles of consumer protection law
- Our 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 services we offer
- 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

28.6 Responsibility for complying with the code

Responsibility for all Utility Warehouse Authorised Distributors (ADs) complying with the Code lies with us. Our compliance officer is accountable for ensuring that all our Sales Representatives observe the Code, and is also responsible for handling any complaints relating to this Code. You can write to our compliance officer at:

Utility Warehouse Network HQ 508 Edgware Road The Hyde London NW9 5AB

A copy of this Code is provided to all our ADs and made available free of charge to customers on request and via the internet.

Any complaints received from customers regarding mis-selling are handled directly by our Network Director and are taken extremely seriously. Deliberate breach of this Code always results in termination of their position, and loss of future earnings from any customers previously recruited.

28.7 Remuneration systems (compensation plan)

Our remuneration systems are clearly documented and discourage misleading or exploitative sales practices. They are designed to give the AD a share of the revenue generated by the customer into perpetuity, rather than earning substantial upfront bonuses. This means an AD generally receives little benefit from misrepresenting

our services to a customer who subsequently cancels or fails to pay. We do not use external agencies to promote our services.

28.8 Customer contact

We want to ensure you have a pleasant experience whenever you come into contact with our ADs, whether by telephone or face-to-face. Our ADs 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 telephone you before 8am or after 9pm, unless you ask us to.

- If one of our ADs visits your home, they will carry an identity badge that clearly displays our name 'Utility Warehouse' and a unique identification number for that AD. The identity badge will also show the AD's first name and surname, a recent passport-style photograph and its expiry date. The badge will be set out clearly and legibly.
- Our ADs can obtain a Braille version of the badge from us and will make this available to you on request.
- If you had not previously made an appointment for one of our ADs to call, they will immediately identify themselves to you and explain who they represent, the purpose of their call and the expected call duration.
- On contacting you by phone, our representatives will immediately identify themselves as an Authorised Distributor or employee of Utility Warehouse (as applicable) and will give you their name. They will also explain that Utility Warehouse provide savings on a wide range of household services, why they are calling and the expected call length, and that you may opt out of receiving future calls. If visiting or meeting in person, they should show you their identity card immediately
- We aim to keep our ADs informed of local anti-burglary initiatives, password schemes and similar.
- When they visit your home, you are able to verify that the AD is genuine. The name badge has details of the customer services phone number to call.
- Our ADs will be courteous, use appropriate language and offer clear and straightforward explanations. They will use only the material that we have approved to explain our services to you.
- Our ADs will never misrepresent our services or those of our competitors and will always provide factual and accurate information.
- Our ADs will check that you understand that you are entering into a contract with us to arrange an alternative provider for your telephone calls, line rental and such other services as you have requested.
- If you choose to sign-up for any of our services through our corporate website, you will have access to full terms and conditions for all our services during the sign-up process. When you submit an order, we will send you an email confirming the personal details you have given us, your account information, and the details of the services you have ordered. It will also list our full contact details.

- Our ADs 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 ADs will never abuse the trust of vulnerable customers eg. 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 ADs will never enter sheltered housing, nursing homes or residential carehomes without the prior permission of the warden or other person in authority.
- The AD will confirm with the potential customer that they are authorised to sign the application form on behalf of the household.
- We will not conduct any sales and marketing activities specifically aimed at people who are under the legal age for entering contracts.
- Marketing campaign records will be maintained for six months. These records will assist us in identifying the salesperson(s) involved and help us deal with any complaint or query.
- We do not require our ADs to carry an identity card when discussing our services with people already known to them (eg. friends, family and colleagues at work) rather than members of the general public.

28.9 How you enter into a contract with Utility Warehouse

You may enter into a contract for our services in two alternative ways:

- Verbally (when you agree over the phone with our UK call centre to take any of our services); or
- By signing up to one of our services online, using the Utility Warehouse website or at a website run by another authorised person

Whichever way you join us, we have safeguards in place to ensure that you understand the services we will be providing, and that you are entering into a legally binding contract.

28.10 All new customers are sent the following items as soon as their application has been processed:

- A 'welcome letter' from the Chief Executive of Utility Warehouse containing essential information including our name, address, telephone, fax and e-mail contact details.
- Our terms and conditions booklet which contain information about the major elements of each service, including the costs of any standing charges, payment terms, line rental, key call types, details of 'protected or special support' arrangements, your right of cancellation (and how to exercise it) and the notice we will give you if we need to change any of our prices or charges.
- A 'service confirmation' letter in respect of each service requested, explaining 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.

We do not seek to take advantage of customers who may have misunderstood our services for any reason and/or who wish to move to an alternative supplier. We provide a 'cooling off' period, which enables customers to cancel any service they have requested without penalty within seven days of receiving our full standard terms and conditions in writing.

Thereafter, most of the services we provide can be cancelled by giving us one month's notice at any time. The exception is where we have incurred significant cost on the customers behalf in providing the service (eg. providing them with a mobile phone) – in these circumstances the customer must generally complete any contracted minimum term or reimburse us the costs we have incurred.

28.11 We do not run outbound telesales campaigns aimed at recruiting new members, however existing customers can order additional services from us by phone.

During the telephone conversation, our representative will ask you to confirm that you understand and agree to the following points (to the extent they are relevant to the service or services being requested):

- You understand that Utility Warehouse is an independent company and not part of BT.
- You understand that Utility Warehouse will bill you for your call charges and (depending on whether you have chosen to take our Home Phone Service Line Rental Service) that BT will continue to charge for line rental and any other BT services currently being provided by them.
- We have explained to you the benefits of our services and told you what will happen over the next two to three weeks.
- Any minimum term applicable to the services you have requested and your right to cancel.

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 order the services you have requested.

Our representative will read to you the full direct debit guarantee as the means of payment for our services, unless you are already using this as your payment method to Utility Warehouse. When you enter into a contract for any of our services by visiting our website, you will be prompted to read the Privacy Notice and to read and agree to the terms and conditions before completing the signing up process.

The final page will confirm your personal details.

28.12 After you have Agreed to take any of our telephony services

You will receive an information pack which will be sent to your home address within seven working days. The information pack will contain our tariff guide, terms and conditions and sales brochure, unless we have already sent these to you previously.

We will also send you a letter at your home address that contains the following information:

- Date of notification;
- Telephone number(s) affected;

- List of services affected/unaffected;
- Date of switchover;
- Our contact details for any queries;

If you wish to cancel our services you can do so by letter, by telephone, by e-mail or by fax.

In order to provide you with an efficient service, we will process your application as soon as we have received it. Depending on which services you have chosen, and the period of delay before you advise us of your wish to cancel, we may be unable to stop the service physically transferring to us after we receive your cancellation request. In this event, you will have to pay us for any services actually provided until such time as the service is transferred back to your previous supplier, although for most services you will not incur any charge in respect of the disconnection itself.

We aim to complete the process from receipt of your agreement to the service going live within 20 working days. We reserve the right not to accept and enter into an agreement with a customer who does not meet our credit criteria or who fails to provide the information requested on the application form.

Cancelling carrier pre-selection after the service has gone live generally 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 cost of any calls made using this service.

28.13 Consumer protection and other legal requirements

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

28.14 Audit

We regularly review our systems, procedures and documents to ensure we comply with our Code of practice.

29 Customer service

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

Monday – Friday: 8am to 8pm

Saturday: 9am to 4.30pm

Sunday and bank holidays: Closed

If you have any service enquiries, please call us on **0333 777 0777**.

Alternatively, you may write to our Customer Service team at:

Utility Warehouse Network HQ 508 Edgware Road The Hyde London NW9 5AB

or e-mail us at: customerservices@uw.co.uk or fax us on: **0333 777 3239**

29.1 Fault repair

If you are experiencing a problem with your phone line, you should dial 151. This will connect you to the BT fault repair service unless your line is being provided by us, in which case you will receive a recorded message asking you to call your line provider. If you hear this announcement you should call our own fault reporting service on **0800 093 3433**. Irrespective of whether your line is being billed by BT or ourselves, any fault will be repaired by BT engineers as quickly as possible.

Occasionally, customers can experience difficulties in making calls to a specific destination, or with a specific type of call, due to a fault either on the BT network or one of the other networks being used. If the fault is reported during normal working hours, we will try to establish its location. We may request that you carry out some simple checks to help us establish the cause.

Helping to resolve faults on the various networks we use is part of the customer service we provide to all our customers. Sometimes we will be unable to assist as the fault will be on the network being used to terminate the call – for example, a mobile phone may be out of service or the number you are calling could be out of order.

29.2 Reconnection

If you are a previous customer and wish to come back to us, please call us on **0333 777 0777**. We will try to reconnect you as soon as possible.

29.3 Pricing

Full details of all our prices are available on request. For pricing information please visit uw.co.uk or call us on **0333 777 0777**.

29.4 Billing

We will send you a single monthly bill for all the services you have requested. You will typically receive this between the 15th and 20th of each month.

29.5 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. In exceptional circumstances, we may be able to agree special arrangements with you to prevent disruption of your telephone service. Please note that we charge higher prices to customers who choose not to pay us by direct debit. 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 install a prepayment meter if applicable) in accordance with our terms and conditions.

29.6 Billing queries

We take billing accuracy very seriously. If you disagree with or do not understand your bill, please let us know.

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

29.7 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 our customer services team on **0333 777 0777**.

If BT provides your telephone line and you cannot receive calls, then there is likely to be a fault on the BT network or your phone. Please contact the BT Residential fault reporting service on **0800 800 151**.

29.8 If you are not satisfied with our service

We are committed to providing the best value utilities in the UK. We understand that mistakes can occur, and when they do, we want to correct them quickly. We offer a comprehensive complaint-handling process to solve your problem as soon as possible.

You should also use our complaint-handling process if you want to complain about any aspect of how we marketed or sold the service to you. Our contact details are shown in Section 3 of this Code.

When you call us, a customer service adviser will note the details of the problem and agree a course of action with you. Complex queries may take a little longer to resolve. If you are not happy with the response you receive, you may ask for the matter to be referred to a senior manager for further investigation.

If we cannot resolve your problem, we will write to say so. This is sometimes called the ‘deadlock’ letter. When you receive this letter you have the right to refer your case to the Ombudsman (see ‘Resolving disputes’ below). You may also refer your case to the Ombudsman if your complaint has not been resolved within 12 weeks of making your complaint.

You can find the Ombudsman’s contact details in section 10 of this Code. The Ombudsman will want to ensure that you have followed our complaints process before contacting him. If this is not the case, he is likely to refer the matter back to us for resolution.

If you receive the deadlock letter as described above, you must decide within six months whether you wish to refer the issue to the Ombudsman. In addition, there is a deadline of nine months from the date you first brought your complaint to our attention.

Even if you refer your complaint to the Ombudsman, you must still pay any amounts not in dispute.

We are happy to work with other independent bodies, such as PhonepayPlus, Citizens Advice Bureau, Consumer Advice Centres and Trading Standards Departments.

29.9 Resolving disputes

Utility Warehouse is a member of the Telecommunications Ombudsman scheme, which provides a free, independent service to help sort out complaints when customers and telecoms companies can’t agree. It is run by the Office of the Telecommunications Ombudsman, Otelo for short. Otelo’s job is to investigate complaints fairly, listen to both sides of the story and look at the facts. If the

Ombudsman decides your complaint was justified, we will honour his decision and put things right for you. To find out how the service works and what it covers, please ask for a copy of Otelos complaints booklet ‘Two sides to every story’ by phoning **0845 050 1614**. The scheme provides a straightforward alternative to legal action.

The Ombudsman can give you further details and you will also find information on Otelos website. Contact details are shown in section 10 of this Code. Please note that Otelos cannot resolve issues relating to any non-telephony services we have provided to you.

30 Your rights and obligations

30.1 Data protection

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

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

We are registered as a data controller with the Information Commissioner’s Office and take all reasonable steps to ensure that there is no unauthorised access to your personal data.

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

For full details on how we process your data, please read our Privacy Notice. 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 obtain this by writing to:

Data Protection Officer Utility Warehouse Network HQ 508 Edgware Road The Hyde London NW9 5AB

You may wish to reduce the number of unsolicited telemarketing calls you receive from other organisations. You may do this by calling the Telephone Preference Service (TPS). The contact details for the TPS are given in section 10.

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

30.2 Terms and conditions

Our terms and conditions are available on request from our customer service advisers on **0333 777 0777** or on our website at uw.co.uk.

30.3 Services for disabled and elderly customers

If you are elderly or have a disability and wish to discuss any special requirements, then please contact our customer service centre at the above address or telephone number. We will try and meet your needs where possible.

30.4 Protection and support of vulnerable groups

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

30.5 Phonebook entry

If you have a BT line, then using our telephony 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. This also applies to customers who choose to use our Home Phone Line Rental Service.

31 Malicious calls

We know that 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 be ex-directory if you continue to receive such calls.

To report any malicious calls, we suggest you call BT’s Nuisance Call Advice line on **0800 661 441**.

32 Where to get a Copy of the Code

You can call us to ask us to send a paper copy to your home address.

33 Further information

Office of Communications (Ofcom) Ofcom Contact Centre, Riverside House, 2a Southwark Bridge Road, London SE1 9HA Telephone: **0845 456 3000** Fax: **020 7981 3333** Email: contact@ofcom.org.uk Website: www.ofcom.org.uk

Office of the Telecommunications Ombudsman (OTELO) PO Box 730, Warrington, WA4 6WU Telephone: **0845 050 1614** Fax: **01925 430059** E-mail: enquiries@otelo.org.uk Website: www.otelo.org.uk

PhonepayPlus (formerly ICSTIS) Fourth Floor, Clove Building, 4 Maguire Street, London SE1 2NQ Telephone: **020 7940 7474** Website: www.phonepayplus.org.uk

Telephone Preference Service/Mobile Preference Service

If you wish to reduce the number of unsolicited telemarketing calls you receive, we recommend that you register online at www.tpsonline.org.uk or phone **0845 070 0707**. Please note that there is no guarantee that registering with the TPS/MPS will stop all such unwanted calls.

Fax preference service

If you wish to reduce the number of unsolicited telemarketing faxes you receive, register online at www.fpsonline.org.uk or phone **0845 070 0702**. Please note that there is no guarantee that registering with the TPS will stop all such unwanted calls.

Approval

This Code of Practice has been approved by Ofcom.

34 How to avoid problems with your customer orders

We do not accept paper application forms.

34.1 Customer applications

What follows aims to help you avoid unnecessary delays. These are the most common reasons why a customer application can be delayed in being processed. The delay can be anything from a few days to a few weeks while the application goes backwards and forwards between the Distributor, the customer and Utility Warehouse to resolve the problem. In some cases they may result in the application being rejected altogether.

Please check each application for the points below before submitting it.

34.2 Payment

- Remember to complete all parts of the Direct Debit section
- We accept VISA and MASTERCARD. We do not accept AMEX, DINERS CLUB, MAESTRO (as the customer must be present to process payments using this card) or any other cards

- The card expiry date (and the 'valid from' date if present) and issue number (where appropriate) must be included, or we will be unable to process the application
- The name on the credit/debit card MUST be detailed on the application form and match the name in the customer details section
- We do not accept cash, postal orders, cheques or bank drafts.

34.3 Direct Debit

- We DO NOT accept NEW customers without a signed Direct Debit mandate
- If a customer wishes to add a service to an existing account, they do not need to complete another Direct Debit provided that the Direct Debit on the account is still valid and has not been cancelled by the customer
- If the Direct Debit is drawn on a Building Society account, please make sure that the account has Direct Debit facilities because some Building Society accounts do not offer the option of Direct Debits
- Please note that all account numbers for Direct Debit purposes have eight digits. Account numbers (usually LloydsTSB) with fewer than eight digits are pre-fixed with zeros to give a total of 8 digits. If the account number the customer gives you has more than eight digits we will need the eight-digit version for Direct Debit use.

IMPORTANT: Please note that the majority of delays in processing customer applications are caused by incorrect payment details being provided. Please ensure the correct payment details are provided on all customer applications. Help us to help you!

34.4 Customer details

- If the customer is an individual, the Direct Debit account and payment name must match the customer name on the application form
- If the customer is a company that is not Ltd or PLC, the Direct Debit account must match either the customer name or the company name on the application form
- If the customer is a Ltd or PLC company, the direct debit account and payment name must match the company name
- All customers must have a permanent UK address. We do not accept applications from customers who have a P.O. Box, Hall of Residence, Campus, Camp Site or other temporary address
- There must be a valid PostCode for each address on the application and any other delivery address
- If the customer wishes for one of our Mobile Phone handsets to be delivered to an address other than the billing address you must include a letter signed by the customer requesting this (not signed by the Distributor).

34.5 Signature (online applications only)

- Both the application AND the Direct Debit mandate must be signed where indicated

34.6 Applications for mobile phones

- Applications for Mobile Phones may be subject to credit checks, and a deposit may be required.

34.7 Mobiles/SIM packs

- If the customer is ordering mobile phone(s), the model(s) must be specified
- It is essential that the customer specifies which tariff they would like to be connected to
- The four digit security Code must be completed
- Orders for mobile phones must be accompanied by the appropriate payment and/or connection charge (if applicable).

35 Information sources

You will find the answers to most of your questions in this document or in one of the many sources of information available to you. The key is to familiarise yourself with what is available so that you can find your way around quickly, saving yourself time and the cost of a phone call. The main information sources are:

35.1 News and information updates

We issue different publications to keep you up to date with Company information, product details, announcements, recognition etc.

This includes regular information bulletins, designed to keep you updated with everything you need to know about our business, services, promotions or any other topical information we need to communicate. We will alert you to a new issue by email and occasionally (if the news is particularly important) by text message to your mobile phone.

All Partners who submit an email address are subscribed to receive communications from us, as the bulletins contain information that is vital to your business.

If you have not provided us with an email address, you can do so by contacting partnerservices@uw.co.uk

35.2 UW news

UW News is our Partner magazine that features the latest product and service information, allowing you to make the most of the Utility Warehouse opportunity. We also include summaries of some of the main items included in email bulletins since the previous main issue of UW News. We will send you a copy by post.

Current and back issues of UW News are available on the Partner Portal.

35.3 Weekly news

Weekly News is an email bulletin written by the network for the network. It's filled with tips, inspirational quotes and success stories. We work in a rapidly changing

environment and this publication will help to keep you updated with news and useful information.

All Partners who submit an email address are subscribed to Weekly News.

If you have not provided us with an email address, you can do so on the Partner Portal.

35.4 Marketing materials

Marketing materials can be ordered through the Partner Portal. To order online, log in to the Partner Portal, and choose 'Shop' from the main menu. A wide range of professionally produced advertising and stationery can also be purchased from our print partner Printwell - see the Marketing Hub on the Partner Portal (uw.co.uk/partner/portal) and click 'Printed materials'.

You will find the answers to most of your questions in this document or in one of the many sources of information available to you. The key is to familiarise yourself with what is available so that you can find your way around quickly, saving yourself time and the cost of a phone call. The main information sources are:

35.5 News and information updates

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All Partners who submit an email address are subscribed to receive communications from us, as the bulletins contain information that is vital to your business.

If you have not provided us with an email address, you can do so by contacting partnerservices@uw.co.uk

35.6 Online support and information

We provide a number of different websites designed for our different audiences: our corporate website; our Partner Portal; and your personalised Utility Warehouse websites.

35.7 Our website - uw.co.uk

It is important to know your way around this site as this is the public face of the Company.

35.8 Partner Portal - uw.co.uk/partner/portal

This is an information site for the exclusive use of Partners. All Partners have free access to the website which contains masses of information to help you, including 'Help' which is intended to cover just about every question you will ever be asked about our services. You can access the Partner Portal by entering your Partner ID and password, which you will find on your welcome letter or by contacting Partner Services.

35.9 Logging in to the Partner Portal

Go to uw.co.uk/partner/portal

You will arrive at a log-in screen. Enter your and password (which you will find in your welcome email), then click on 'Sign In'.

NB: you can change your password within the Partner Portal.

35.10 Making the most of the Partner Portal

Explore! When you log in to the Partner Portal, you reach the home page where you will see a personal welcome and the most recent news and updates. Check this page daily as it is updated regularly with the latest news.

The Partner Portal is designed to be easy to explore – you should be able to find anything you need related to your business – from information about your customers and your team, to advertising material and news about the company. Have a look around! If you are looking for something specific, you can search for it using 'Help'.

35.11 Your Utility Warehouse website

All Partners who have completed their Online Getting Started training courses receive their own version of the corporate website – absolutely free!

The site looks just like the main Utility Warehouse website, but is associated with your position – so any orders are tracked to you.

Your hosted site is serviced, supported and fully maintained by the Company. This ensures that the information you have on your Utility Warehouse site is current and correct.

When you have completed the Online Getting Started training, you will be sent the details for your Utility Warehouse site. You can then personalise your site with a name, email address and photo via the Partner Portal.

The advantages of a Utility Warehouse website:

- Customers can see immediately that you are part of a large, professional organisation, which will give them confidence and reassurance
- You can let your contacts view our products, services and business opportunity in their own time, an approach that some people prefer
- Your business is 'open all hours'. Customers can sign up for our services when you are fast asleep, on holiday or just doing something else
- You can have your own web presence, FREE, with no design costs and no maintenance or hosting charges
- The content is always up-to-date, you do not have to spend time editing or updating the site as that is done automatically for you

36 Contacting Utility Warehouse

36.1 Partner services

You can contact Partner Services to discuss any aspect of your Partner position.

This number is for Partner use only: Phone: **0333 777 8777** Email: partnerservices@uw.co.uk

36.2 To book a place on a training course or other event: Go to the Partner Portal (uw.co.uk/partner/portal) and click on 'Events Portal'.

36.3 Phone a friend

Phone A Friend is a special service for Partners to call if you have a question about the progress of a customer application or to get an answer about an issue a customer might be experiencing with their account. Our Phone A Friend team will be able to help you understand the situation, and how it will be resolved, so that you can tell your customer what is going on. Phone: **0333 777 8777** Email: phoneafriend@uw.co.uk

To make sure that this line is available for you and other Partners, please do not give this number to customers. If a customer does call this number, they will be asked to hang up and re-dial the main customer services number.

37 Partner code of conduct

Utility Warehouse is committed to socially responsible and ethical business practices and we believe that sharing this ethos and our values will help Partners to grow their business and continue to deliver excellent service to our customers. This code of conduct outlines the guidelines that we expect all Partners to comply with. Partners should also seek to develop their own business and business relationships in a way that is consistent with the principles set out below.

37.1 Law and regulations

All applicable rules, laws, regulations and government guidance should be adhered to.

37.2 Treating customers fairly

All customers should be treated fairly. We should help customers to choose the products that are best for them. To do that we should:

- Only visit or call at reasonable times and not before 9am or after 8pm (unless asked)
- Not misrepresent the reason for the call, for example as carrying out research
- Not exploit a person's inexperience, vulnerability, credibility or loyalties
- Be clear, unambiguous, legal, honest and truthful, using up-to-date literature
- Not engage in high-pressure sales tactics – our proposition speaks for itself

37.3 Non-discrimination

We should ensure that no person is subject to any discrimination whether on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social group or ethnic origin.

37.4 Harassment or abuse

We should ensure that everyone is treated with respect and dignity. No one should be subject to any physical, sexual, psychological or verbal harassment, abuse or coercive behaviour.

37.5 Bribery and corruption

We have a zero tolerance towards bribery, money laundering, fraud, tax evasion and corruption and unauthorised promotions. Partners should not engage in any form of bribery or corruption or undertake any action that contravenes the Utility Warehouse Anti-Bribery and Corruption policy.

We have a zero-tolerance stance on fraud. Under the Economic Crime and Corporate Transparency Act 2023, UW can be held criminally liable where Partners commit fraud (this includes types of misselling). Partners should not engage in any activity that contravenes the UW Fraud Risk Management Policy. We take reports of fraud extremely seriously and we reserve the right to take any action that is necessary to mitigate the risk of fraud.

If you are concerned about potentially fraudulent practices within the Partner network, this should be reported in accordance with the whistleblowing procedures outlined in clause 37.9.

37.6 Security

We should ensure that robust measures are in place to protect the privacy of all individuals and the confidentiality of any personal data.

37.7 Environment

We should strive to have in place good environmental practices to minimise resource consumption, emissions and pollution.

37.8 Employees

We should have in place conditions of employment that respect workers and, at minimum, safeguard their rights under national and international laws and regulations. This includes ensuring that no underage or forced labour is ever used, working hours are not in excess of the relevant working time legislation and wages and benefits meet legal minimums. It also includes respecting the rights of workers to associate or not to associate with any group, as permitted by and in accordance with all applicable local and national laws and freedom of association and collective bargaining.

37.9 Whistleblowing

Utility Warehouse encourages all Partners to report any suspected wrongdoing and we have a dedicated email address and team to deal with any Partner conduct issues that need to be looked into. This email address is reputation@uw.co.uk

If you suspect or if you know of any serious ethical wrongdoing or anything that contravenes this Code of Conduct, and you want to raise it confidentially, for example, matters such as modern slavery, fraud, or bribery, we have a dedicated independent third party hotline provided by a company called Safecall. You can contact Safecall by ringing their freephone telephone number on **0800 915 1571** or report online at <http://www.safecall.co.uk/report> in the knowledge that your concerns will be taken seriously and investigated appropriately.

37.10 Importance of the code

We should all seek to comply with the code in order to grow our businesses for the benefit of our customers, other people and the environment.

Behaviour at odds with the code may be seen as detrimental to the good name and reputation of Utility Warehouse and may result in suspension or termination.

If you need to talk to us, call **0333 777 8777**
or email **partnerservices@uw.co.uk**

Utility Warehouse Limited is a wholly-owned subsidiary of Telecom Plus Plc. Registered office: Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB

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