# **Code of Conduct**

Greytown Office Machines cc (GOM) is an Internet Service Provider (ISP) that subscribes to a Code of Conduct that underscores our commitment to providing the highest standard of service and support to our customers. This Code reflects our commitment to our customers to safeguard their rights and address their concerns and or problems.

#### 1. CORE COMMITMENTS

- 1.1 Act in a fair, reasonable and responsible manner in all dealings with customers;
- 1.2 Ensure that all our services and products meet the specifications contained in our licences and all relevant laws and regulations;
- 1.3 Not unfairly discriminate against or between consumers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- 1.4 Display utmost courtesy and care when dealing with consumers;
- 1.5 Provide consumers with information regarding services and pricing;
- 1.6 Where requested, to provide consumers with guidance with regards to their consumer needs;
- 1.7 Keep consumers personal information confidential;
- 1.8 Advise consumers of their right to refer complaints to the Independent Communications Authority of South Africa (ICASA) (currently: <a href="mailto:consumer@ICASA.org.za">consumer@ICASA.org.za</a>)

#### 2. CONSUMER RIGHTS

- 2.1 The right to be provided with the required service without unfair discrimination;
- 2.2The right to choose the service provider of your choice;
- 2.3 The right to receive information in your preferred language;
- 2.4 The right to access and question records and information held by the service provider;
- 2.5 The right to the protection of the consumer's personal data, including the right not to have personal data sold to third parties without the permission of the consumer;
- 2.6 The right to port a number in terms of applicable regulations;
- 2.7 The right to lodge a complaint; and
- 2.8 The right to redress.

We promise that no consumer information will be released to any third parties except where:

- I. GOM has written permission from the consumer to do so;
- II. GOM is directed to do so by an order of court.
- III. GOM is briefing an accredited debt collection agency/attorney during the debt collection process;
- IV. GOM is briefing its auditors for the purpose of auditing the licensee's financial affairs;
- V. Such release is required, or permitted by an applicable law.

#### 3 CREDIT CONTROL

- 3.1 Customers are required to sign an indefinite agreement (that is a debit order with terms and conditions) and furnish GOM with RICA documents before the commencement of any GOM services.
- 3.2 Customers may be vetted for credit-worthiness.
- 3.3 Customers are required to pay for equipment and labour costs immediately following completion of any work or services rendered by GOM. An official "Tax Invoice" will be provided to effect payment against.

### 4 THE BILLING PROCESS

- 4.1 The billing process affects six (6) categories of consumers. The categories are:
- a) Wireless business consumers;
- b) Wireless home consumers;
- c) Wireless uncapped consumers;
- d) Domain consumers;
- e) E-Mail consumers;
- f) ADSL consumers;
- 4.2 Business, home, uncapped, domain, and ADSL, consumers are invoiced monthly in advance on or about the last day of the preceding month. These invoices are payable by debit order (unless special arrangements are made for other methods of payment) on the 28<sup>th</sup> day of each month. Consumers, who pay by means other than by debit order, must do so on or before the last day of each month.

## 5 **BILLING COMPLAINTS**

When the customer lodges a billing complaint, the following general principles will apply:

- 5.1 The consumer's service will not be disconnected while the investigation of the disputed portion of the bill is still pending;
- 5.2 Determination of the billing complaint will be done within 14 days and communicated to the customer:
- 5.3 The customer's service will not be disconnected until the customer has been notified about the results of the investigation and the final decision on the complaint.
- 5.4 No adverse collection proceedings, late charges or penalties will be levelled against the customer while the investigation of a disputed bill is still pending;
- 5.5The consumer will not be required to pay the disputed bill in full pending the investigation of the complaint;
- 5.6The consumer will be informed in advance about the time period for payment and the possibility of disconnections in the case of non-payment.

## 6 6. COMPLAINTS POLICY AND PROCEDURE

We aim to ensure that:

- 6.1.1 Making a complaint is as easy as possible;
- 6.1.2 Complaints are dealt with promptly, politely and confidentially (when appropriate);
- 6.1.3 We learn from complaints and use them to improve our service.
- 6.1.4 All informal concerns are resolved informally and speedily;
- 6.2The formal complaints procedure is intended to ensure that all complaints are dealt with fairly, consistently and whenever reasonably possible to the complainant's satisfaction.
- 6.3 Complainant's responsibility.

- 6.3.1 Bring the complaint in writing to GOM's attention within fourteen (14) days from the issue arising;
- 6.3.2 Raise the complaint directly with the owner or Office Manager of GOM;
- 6.3.3 Explain the problem in sufficient detail;
- 6.3.4 Allow GOM fourteen (14) days to deal with the matter.
- 6.4 GOM's responsibility.
- 6.4.1 To acknowledge receipt of the complaints in writing;
- 6.4.2 To respond to the complaint within fourteen (14) days;
- 6.4.3 To deal with the complaint;
- 6.4.4 To take action where appropriate.
- 6.5 If the complaint involved the Office Manager, the complaint should be addressed to the Managing Member of GOM.
- 6.6 If you are not satisfied with the outcome/response to your complaint, you have the right to refer the complaint to ICASA (see further 1.8 of this Code).

## 7 DEBT COLLECTION POLICY

- 7.1 GOM reserves the right to deny services to the customers who are in arrears with their accounts.
- 7.2 The disconnection of services may be performed when the account is deemed overdue.
- 7.3 GOM will endeavour to contact the customer by SMS, e-mail or telephonically and inform the customer of GOM's intention to suspend or disconnect the customer's services. The customer will, however, not have the right to be contacted before suspension or disconnection takes place.
- 7.4 Upon liquidation of the arrear amounts, the customer's services will be reinstated.
- 7.5 The customer is liable for the costs of the suspension or disconnection.
- 7.6 GOM may, when the a customer is thirty (30) days in arrears, commence the collection process against the customer which includes letter of demand, final demand, issue of summons and a sale in execution.
- 7.7 All steps in the debt collection process will be recorded.
- 7.8 The costs of the debt collection process, is for the customer's account.

#### 8 OPERATIONAL AND EVALUATION POLICY

- 8.1 The required equipment will be installed within 72 hours from the date that the customer has complied with all the requirements (see clause 3 of this Code).
- 8.2The customer will be visited or contacted telephonically with regard to the standard of workmanship used when the installation was performed.
- 8.3 Should the customer not be satisfied with the workmanship, an inspection will be done at the customer's premises within seven (7) days from the date of initial report of dissatisfaction.
- 8.4 Should the quality of workmanship not comply with the required standards, the workmanship will be rectified at the time of the inspection.

8.5 Thereafter the customer will be contacted again either by visitation, telephonically or by email to determine if the customer is satisfied with the rectified workmanship.

## 9 WARRANTY EXCHANGE POLICY

- 9.1 The standard warranty period for all new equipment is twelve (12) months.
- 9.2The standard warranty is a manufacturing warranty and expressly excludes defects caused by human (customer) error or (customer) intervention and natural weather damage, such as lightening and hail. It is strongly recommended that all equipment be insured against damage.
- 9.3 The following procedure will apply:
- 9.3.1 The customer will lodge a complaint about the defective equipment;
- 9.3.2 A technician will be assigned to inspect the equipment at the customer's premises within 72 hours from the time of the complaint;
- 9.3.3 If the technician is satisfied that the equipment is defective and it is indeed a manufacturing defect, then the equipment will be replaced at the customer's premises on the date of the inspection;
- 9.3.4 If the technician is satisfied that it is not a manufacturing defect, the customer will be informed thereof. The customer will have the option to replace the equipment or not;
- 9.3.5 If the customer decides to have the equipment replaced, the customer will receive a quotation for the replacement of the equipment. The customer will be liable to pay for the replacement of the equipment;
- 9.3.6 If the customer disagrees with the technician's decision, GOM will replace the equipment with temporary equipment. The alleged defective equipment will be removed and delivered to the supplier thereof for a pronouncement on the cause of the defect within thirty (30) days from the date of the complaint;
- 9.3.7 If the supplier is satisfied that a manufacturing defect exists, the temporary equipment will become the customer's replacement equipment;
- 9.3.8 If the supplier is satisfied that no manufacturing defect exists, the customer will receive a quotation from GOM for the replacement of the equipment. The customer will have 72 hours within which to accept or reject the quotation. GOM will remove the temporary equipment within 24 hours from being informed of the rejection of the quotation or upon lapsing of the quotation, whichever happens first.

## 10 **CONTACT US**

Greytown Office Machines cc.

Business Address: Shop No.1, Greyperm Heights, 56 Shepstone Street, Greytown, KZN

Telephone number: 033 417 1197

E-mail : info@gom.co.za Website: <u>www.gom.co.za</u>