



# CODE OF PRACTICE FOR THE SPA GROUP INTERNET SERVICE PROVIDER

The Code of Practice applies to all customers who purchased any **SPA** Internet Hosting, Email or web Services after DATE OF APPROVAL.

The Code of Practice explain our responsibilities to you, along with your responsibilities to **SPA** and to the other users of the service.

If there is anything you do not understand or have any further questions about this product, please contact our Support Line or email us at [support@SPAGroup.co.uk](mailto:support@SPAGroup.co.uk)

"SPA" means **THE SPA GROUP ( and all divisions of )**, Technopole, Hampshire PO2 8FA United Kingdom and/or any other group member of SPA . which shall supply Services to You.

**SPA** reserves the right to refuse any application for service.

**SPA** is an established ISP providing a broad range of Internet services to both commercial and domestic (consumer) clients. Services to consumers include dial-up and broadband Internet access, web space and email together with a range of other services. Consumer services are delivered to individual clients and small businesses (10 or fewer employees).

## PURPOSE OF THIS CODE OF PRACTICE

The Code of Practice is intended to demonstrate that **SPA** will adopt a high standard of professional practice within its service provision to you. The code is intended to promote positive relations between you and the company, to provide standards of confidentiality and privacy, to provide a transparent mechanism for complaint handling and to ensure that complaints against the company are handled in a fair and efficient manner.

## SPA CUSTOMER SERVICE

**SPA** aim to provide a high standard of customer service and to deal with any complaints in a fair and honest manner. Our customer service standards are set out in this Code of Practice which includes details of how to lodge a complaint if you think that we have failed to meet the standards you expected.

## TERMS AND CONDITIONS

**SPA** operate under standard terms and conditions for our ISP services which are shown on our web site at <http://www.SPAGroup.co.uk/terms>

## ACCEPTABLE USE POLICY

**SPA** operates an acceptable use policy for users of its ISP services which is shown on our web site at <http://www.SPAGroup.co.uk/terms>

## CUSTOMER SERVICE HELPLINE

**SPA** provides a technical services helpline facility which can be accessed from 10.00 to 17.00 Monday to Friday and from 10:00 to 12:00 on Saturdays (with the exception of New Year's Day, Easter Day and Christmas Day). Calls are charged at the national call rate on 0870 2255 669 or [helpline@SPAGroup.co.uk](mailto:helpline@SPAGroup.co.uk)



www.SPAGroup.co.uk

### TECHNICAL SERVICE HELPLINE

You can contact the technical services helpline on 0870 2255 669.

### SERVICES STATUS

SPA provides a service status page on its website which provides details of all maintenance and service related matters. You can find this page at <http://www.SPAGroup.co.uk/status>

### REPLIES TO CORRESPONDENCE

SPA will aim to reply to all correspondence within five working days of receipt.

### QUALITY OF SERVICE AND REPAIRS

SPA is not able to guarantee service access speeds. These can be affected by a wide range of factors outside of our control. Web access and download speeds will be affected by other users on a global scale. If a fault occurs, SPA advises you to contact the technical services helpline on 0870 2255 669 in the first case. Alternatively, you may send emails to [helpdesk@SPAGroup.co.uk](mailto:helpdesk@SPAGroup.co.uk). Our target for fixing faults is no more than 24 hours and usually we will be able to resolve customer faults over the telephone.

Where customer connections are provided over circuits not owned or managed by SPA, service periods and fault fixes may take longer than 24 hours. SPA will do all that it can to liaise with you and the line connection provider to ensure that faults are fixed within the shortest possible time. SPA suggest that you should save information locally as well as on our servers, ensuring that you have a copy of important data such as mail, web sites etc. in the event of a server fault.

### CHARGES FROM SPA

SPA publishes pricing for ISP services on its web-site at <http://www.SPAGroup.co.uk>. If you are unable to find the information that you require, please contact the Sales Team on 0870 2255 772 for advice. Prices shown on the SPA web site are usually quoted without VAT which will be added to invoices at the prevailing rate (17.5% at time of preparation). Most services are provisioned through an online ordering process. You can submit applications for consumer ISP services including broadband connectivity through the online order forms. Data will be collected from you during the order process and this data will be used solely for the provision of the service, billing and SPA customer relations.

SPA normally submit invoices for ISP services at monthly, quarterly or annual intervals. Payments are due in advance of service being delivered and are normally taken by either direct debit or credit card payment. If we are unable to debit our charges from your account for any reason, you agree to pay them immediately on request.

If you have a query on your invoice, please call our accounts team on 0870 2255 772. If we find a mistake on your invoice, we will adjust it or credit a refund to your account. If you query any charge on your invoice, our accounts team will look into it. If you question any part of the invoice, you do not have to pay that part of the invoice while dispute procedures are being followed.

If you are not satisfied with our response to any dispute, please follow our complaints procedure on page 3.

If you are late in paying or refuse to pay the invoice submitted, SPA reserve the right to terminate your Internet services.

### SUSPENSION AND DISCONNECTION OF ISP SERVICE

SPA will always provide you with information relating to the suspension of ISP services. This may be through postings to our Service Status web page ( <http://www.SPAGroup.co.uk/status>) or by email.

Normally, planned maintenance will only take place between 00.01 and 03.00, however it may be necessary to carry out other work outside of these times. We may have to suspend service without prior notice, however this would only be for circumstances beyond our control such as essential maintenance or an act of government.

SPA will always try to ensure that any suspension causes minimum inconvenience but we are unable to accept any responsibility for financial or consequential loss that you may suffer as a result.



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**SPA** reserve the right to suspend or disconnect ISP service after non-payment of invoices sent to your address. If we are about to suspend or disconnect you for non-payment, we will contact you by telephone, by fax or by email and by printed letter to give final notice of suspension and a date for disconnection.

If you are disconnected for non-payment, please contact our Accounts team on 0870 2255 772 as soon as possible to arrange re-connection. If **SPA** does disconnect you from our ISP service, we reserve the right to refuse reconnection to you and to your address.

If you are suspended or disconnected by mistake, **SPA** will work to reconnect you as soon as possible although this may take a few days.

### **TERMINATION / CANCELLATION**

You may terminate your services to take affect after the minimum period of service by giving **SPA** not less than thirty (30) days written notice. If you wish to the end your agreement before the end of the minimum period or due to any breach of the agreement that causes your line to cease, **SPA** will be entitled to charge you the fees which would have been made payable by you for the balance of the minimum period of service depending on package type.

If you move from your premises, provided that your new phone line is suitable for broadband, you will need to pay an installation fee to have that line enabled and the service will carry on as normal and your contract will continue. The fee is only applicable to customers who have used the service for 12 months or less. The current installation fee is £50 +vat, but should be checked from our website [www.SPAGroup.co.uk](http://www.SPAGroup.co.uk). **SPA** shall only be entitled to charge you fees which would have been payable by you for the balance of the minimum period of service at the old premises if you are unable to receive broadband at your new location, giving the same not less than thirty (30) days written notice of your move.

**SPA** may terminate your agreement if the Carrier supporting the service ceases to do so for whatever reason or materially changes the terms of its provision of the telecommunications services to **SPA** for the service beyond any reasonable control of **SPA**.

If it transpires following the agreement date that, for any reason beyond the control of **SPA**, the services will not be able to be provided to you. In the event of termination in accordance with this paragraph **SPA** shall repay to you any fees which you have paid in advance for the services.

Your right to use the service shall immediately terminate when your agreement comes to an end.

If you choose to cancel the agreement after the order has been submitted by yourself and before the date of install the fees for the minimum period of service could be due, it is recommended that you speak to **SPA**'s Support Team or e-mail them directly on [support@SPAGroup.co.uk](mailto:support@SPAGroup.co.uk) for confirmation of any fees that may be due.



www.SPAGroup.co.uk

## COMPLAINTS

If you have a complaint about any part of the **SPA** ISP service, please contact our Customer Sales team on 0870 2255 772 in the first instance. If the Sales Team are unable to resolve your complaint, please write with details to:

Corporate Manager  
THE SPA GROUP  
TECHNOPOLE  
Kingston Crescent  
PORTSMOUTH  
Hampshire PO2 8FA

**SPA** is committed to Customer Service. The company will try to resolve any complaint to your satisfaction as soon as is possible. If we do not do this, please write to:

Managing Director  
THE SPA GROUP  
TECHNOPOLE  
Kingston Crescent  
PORTSMOUTH  
Hampshire PO2 8FA

**SPA** will reply to all complaints within 7 days of receipt and will provide a full explanation or an update on progress as appropriate. If our investigation of a complaint takes more than 7 working days, we will keep you informed about progress. You will be given a named contact who will be responsible for your complaint and this named contact will provide updates on progress.

## ARBITRATION OF DISPUTES

### OTELO

**SPA** is a member of Otelo, the Telecommunications Ombudsman. Otelo provides a free and independent dispute resolution process for residential and small business customers who have failed to reach agreement over a dispute with their telecommunications provider.

The Telecommunications Ombudsman (Otelo) is an industry funded alternative to court action for residential and small business customers who remain dissatisfied with the outcome of their complaint. It is voluntary and free to complainants. The Ombudsman is only able to deal with complaints that have been through **SPA**'s own complaint process and that an unresolved complaint may be referred to Otelo twelve weeks after first making it or if **SPA** issues a letter saying that the complaint has reached 'deadlock'.

Office of the Telecommunications Ombudsman (Otelo)  
PO BOX 730  
Warrington  
WA4 6WU  
Tel: 0845 0501614  
Email: [enquiries@otelo.org.uk](mailto:enquiries@otelo.org.uk)  
Website: [www.otelo.org.uk](http://www.otelo.org.uk)

### OFCOM

Ofcom Contact Centre  
Riverside House  
2a Southwark Bridge Road  
London  
SE1 9HA  
Website: <http://www.ofcom.org.uk>  
Tel: 0845 456 3000 / 020 7981 3040  
Fax: 0845 456 3333



[www.SPAGroup.co.uk](http://www.SPAGroup.co.uk)

### COMMUNICATING WITH YOU

SPA will communicate with you in a variety of ways including by email, telephone, letter and through our web site at <http://www.SPAGroup.co.uk> SPA will only communicate with you in relation to the ISP service provided or to provide information about other services that may be available from the company. SPA will not pass your contact details to any third party and abides by its Privacy Policy which may be found on the web site at <http://www.SPAGroup.co.uk/terms>

### CODE OF PRACTICE

This Code of Practice is reviewed at regular intervals as required by the regulator and is approved by OfCom. The latest version of the Code of Practice will always be available on our web site at <http://www.SPAGroup.co.uk/terms>

### SOCIAL RESPONSIBILITY

SPA services are intended to be appropriate and available to all customers. SPA will always be able to provide customers with large print documents on request. Customers with special needs should contact SPA Sales Team on 0870 2255 772.

### ACCESSING OR TRANSMITTING UNLAWFUL MATERIAL

SPA recognises that you will want to be able to access as wide a range of Internet services as possible and does not wish to restrict that access. However, we do not knowingly permit the transmission of, or access to, material that UK law enforcement authorities regard as unlawful.

SPA advises that a very large quantity of data passes through its network each day and that it is impossible to monitor all traffic passing through the system. SPA understands that the original content provider is responsible for content published on the Internet and for ensuring that that content is lawful. We do not, and cannot, limit access to materials unless advised by appropriate law enforcement agencies that material is unlawful.

SPA does operate its own Acceptable Use Policy and will take action to limit access if your actions are in contravention of the policy. The latest copy of the Acceptable Use Policy can be found on the web site at <http://www.SPAGroup.co.uk/terms>

In the UK, the Internet Watch Foundation (IWF) monitors and coordinates action against unlawful materials. The IWF is supported by the Department of Trade and Industry, Home Office, ISPs and Police Authorities. If law enforcement agencies regard Internet content as unlawful, they advise the IWF who contact ISPs to arrange for action to block access to the materials. If you feel that any site is in contravention of UK law you should contact the IWF via its web site at <http://www.Internetwatch.org.uk> and give information about the location of the site.

### RECOMMENDATIONS FOR CHILDREN

SPA recognise that your Internet access may sometimes be used by children. We do advise that you should make sure that their access is supervised at all times and that you may wish to consider installing an application that will allow you to restrict access from your computer to some sites and areas of the Internet (Net Nanny, Surf Patrol, CyberPatrol, Surf Control etc.) The Internet Watch Foundation provides a guide to the safe use of the Internet together with advice for both children and parents.

Information and guidance from the IWF can be found at their web site <http://www.Internetwatch.org.uk>

NCH Children's Charities provide information and advice from their web site at: <http://www.nch.org.uk/itok/>



www.SPAGroup.co.uk

#### HOW TO CONTACT SPA

If you wish to contact **SPA** Sales Team, please call 0870 2255 772 between 09.00 and 17.00 Monday to Friday.

If you require technical support assistance, please call 0870 2255 669 from 10.00 to 17.00 Monday to Friday and from 10.00 to 13.00 on Saturdays. Please note that there is no Technical Support Helpdesk service available on Sundays, New Year's Day, Easter Day and Christmas Day. Calls to the Technical Support

Helpdesk are charged at national call rates.

Alternatively, please send an email to [helpdesk@SPAGroup.co.uk](mailto:helpdesk@SPAGroup.co.uk)

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