



connecting you to the world...

TELKO MANAGED SERVICES LIMITED

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## CONSUMER CODE OF PRACTICE

## 1. INTRODUCTION

**TELKO MANAGED SERVICES LIMITED** (TELKO-MS), is an Interconnect Clearinghouse licensed and regulated by the Nigerian Communications Commission (NCC) to establish and operate telecommunications systems in Nigeria.

At TELKO-MS, we believe that long-term success is characterized by honesty and integrity, which ultimately promotes the moral wellness of all of us. Due to our incredibly high professional standards, we have established procedures and systems to guarantee adherence to all laws and regulations that are relevant to our industry.

This Code of Practice is issued pursuant to the Consumer Code of Practice Regulations 2007. The matters which the Code aims to address shall include but not be limited to the under listed matters: • Reasonable meeting of Consumer requirements • Handling Consumer complaints and disputes • Consumer compensation in case of breach • Protection of information • Billing

## 2. DEFINITIONS AND INTERPRETATIONS

Unless otherwise defined, or the context otherwise requires, expressions defined in the General Consumer Code of Practice shall have the same meanings in this document including recitals and schedules:

**"Quality of Service Regulation"** means the Quality of Service Regulations 2013

**"Host"** means the Licensee/TELKO-MS

**"Consumer"** means the customer

## 3. PROVISION OF INFORMATION TO CONSUMERS

3.1 TELKO-MS shall upon request provide a copy of the contract or agreement for the provision of services and such contracts shall be in clear language.

3.2 Copies of duly approved individual Code shall be available to consumers on request

#### **4. DESCRIPTION OF SERVICES**

4.1 TELKO-MS provides services bordering on Interconnect Exchange and International Data Access to telecommunication providers.

#### **5. PRICING INFORMATION**

5.1 Contract shall not take effect until parties mutually agree on the pricing and composition thereof. Pricing components may include but not limited to applicable rates or charges, calculation basis of each charge element, frequency, or basis of the collection of the charge, information as to whether charges are subject to change and the frequency of such changes and how information on such matters shall be communicated to the Consumer.

#### **6. CONTRACT TERMS AND TERMINATION**

6.1 Interconnection agreements with Consumers shall incorporate standard clauses relating to commencement date, minimum contract term (where applicable), manner and consequences of premature termination and calculation basis for payment of any penalty therefrom, situations where early termination may be permitted, renewal terms, installation, connection and decommission terms, and refund policies. Furthermore, all terms and conditions of a contract regarding the provision of any of our services shall be clearly stated in the contract or agreement in clear and plain language.

#### **7. PRODUCT WARRANTIES AND MAINTENANCE**

7.1 Where applicable, the TELKO-MS shall inform the consumer of any contractual warranty relating to any shared infrastructure. Such information, where applicable, shall include how to obtain such warranty services.

7.2 There shall be specific information to the consumers on the availability and provision of any maintenance service by the Host party.

## **8. PROVISIONING OF SERVICES**

- 8.1 Provision of services by TELKO-MS shall be in accordance with the service supply time targets set out in the NCC Quality of Service regulations.
- 8.2 In the event TELKO-MS encounters technical problems that interfere with provisioning of the service(s), the time for provisioning will be subject to any time or process of rectification permitted by the Commission.
- 8.3 TELKO-MS will not be responsible for any readiness of premises or availability of infrastructure or equipment that is beyond the reasonable control of TELKO-MS.
- 8.4 Further to clause 8.3 above, TELKO-MS shall bear no responsibility for delays or refusals of service requests caused by the Consumer being identified as not credit-worthy.

## **9. FAULT REPAIR AND SERVICE INTERRUPTION**

- 9.1 Relevant facilities and processes shall be implemented to ensure reporting of faults 24 hours a day by Consumer.
- 9.2 The standard of fault repair as set out in the Quality of Service regulations shall apply to the fault repair standards established by the Host.
- 9.3 TELKO-MS shall endeavour to give adequate notification of any planned downtime including details of the disruption or outage, the services and service area affected and any corresponding compensation or other remedies if applicable.

## **10. AVAILABILITY OF SERVICE**

- 10.1 TELKO-MS shall ensure that marketing presentation materials to potential Consumers indicate any known geographical or technical limitations which may substantially affect the performance of the Consumer services.
- 10.2 In addition to the above, marketing materials must indicate any limitations which restrict a particular group of persons, geographical area, particular period of time or limited availability of infrastructure or other materials.

## **11. ADVERTISING OF PACKAGED SERVICES**

- 11.1 The consumer shall be entitled to the supply of all components of a serviced package where the Host has marketed the provision of its service as part of a package.
- 11.2 Appropriate information to potential Consumer shall be included in marketing materials by TELKO-MS where it may be unlikely to supply any component of the service package.
- 11.3 The marketing materials may contain information on the pricing of the component of a service package; where this is so, the marketing materials shall also incorporate an estimate of the minimum total charge for the package and indicate any terms and conditions applicable to obtaining the component at the stated price.

## **12. BILLING INFORMATION**

- 12.1 The following information shall be contained in invoices issued to the Consumer:
- Consumer name and billing address • TELKO-MS current business name address and registered number • Unique identification or invoice number • Date of invoice and billing period • Description of the services provided by TELKO-MS for which consumer is charged • Historical summary of charges including total amount billed, applicable credits, advance payments or discounts, net amount payable by Consumer or repayable by Host as the case may be
  - Payment/refund due date • Method of payment • Method of contact for complaints and billing inquiries.

## **13. ITEMIZATION OF CHARGES**

- 13.1 TELKO-MS shall ensure that consumers have access to itemize details of all charges either on the bill or on a separate statement provided to the Consumer upon request.

#### **14. TIMING FOR ISSUANCE OF BILL**

14.1 TELKO-MS shall issue bills and include all charges incurred within the specified billing period within 30 days of the closure of each billing period.

14.2 Exceptions may occur whereby all charges are not included on the invoice as a result of separate agreement between parties, or any other reason.

#### **15. RECEIPT AND CONSUMER PAYMENT ADVICE**

15.1 TELKO-MS shall make available appropriate and accessible methods of verification of bill payment by the Consumer.

#### **16. BILLING FREQUENCY**

16.1 Consumer shall be provided with sufficient and advance written notification of any proposed changes to the billing period. The advance written notification shall be deemed sufficient by parties where it provides a minimum notification period of twice the usual billing period(s).

#### **17. NON-PAYMENT OF BILLS**

17.1 In the event of non-payment of bills to TELKO-MS, TELKO-MS shall take necessary measures (which includes but not limited to referring the issue of non-payment by the consumer to the NCC) to effect such payment or disconnect the consumer's equipment.

17.2 Necessary measures as referred to above shall be commensurate and not unduly discriminatory.

## **18. INFORMATION TO CONSUMERS**

- 18.1 TELKO-MS shall ensure that its complaints procedure is accessible in various media and formats or as directly specified by the NCC from time to time. Information on the complaints procedure shall include:
- Consumers right to lodge complaint
  - Mode of lodging the complaint to the Host • Requisite documents required to lodge a valid complaint • Means to enquire on status of complaint
- 18.2 The procedure must be expressed in clear language and the Consumer must be able identify how to lodge a complaint either physically or via dedicated online platforms.
- 18.3 Consumer complaints shall be duly recorded and processed in accordance with identified practices and procedures.

## **19. SPECIAL NEEDS**

- 19.1 Adequate provisions shall be made by TELKO-MS to ensure that people with special needs are able to access the complaint handling processes.
- 19.2 TELKO-MS shall use its best endeavours to provide reasonable assistance to Consumer who may request assistance with lodging complaints.

## **20. COMPLAINT PROCESS**

- 20.1 Complaints shall be acknowledged by the TELKO-MS verbally or in writing but preferably in the mode or manner requested by the Consumer complainant. Consumer shall forward complaints to the registered address of the Host TELKO-MS as stated below:
- No 3, Murphy Atsepoyi Close, Off Ramat Crescent, Ogudu GRA, Lagos, Nigeria.  
Telephone number: +234(0) 904 944 4444, website; [www.telko-ms.com](http://www.telko-ms.com)
- 20.2 Where possible, the Consumer shall be provided with an expected outcome or estimated timeframe within which the complaint shall be investigated and resolved. Notwithstanding the forgoing, complaints including those which require

further recourse for lack of acceptable resolution, shall be acted upon within the set time frame as directed by the NCC from time to time or as provided in the Quality of Service Regulations and this shall not exceed a period of three calendar months.

20.3 An identified escalation process shall be accessible to the Consumer where Consumer is dissatisfied with the outcome of a complaint resolution. Such escalation process shall involve further complaint examination by a suitably qualified authorized representative of the Host.

20.4 Consumers shall be duly informed where resolution via the escalation process has been exhausted and there are no further escalation processes.

20.5 Oral or non-written complaints shall be deemed acknowledged by TELKO-MS at the time such was communicated to TELKO-MS

## **21. CHARGES**

21.1 TELKO-MS Complaint handling processes shall be provided free of charge. However, any complain that requires the retrieval of records more than Twelve (12) months shall attract charges which the consumers must be informed and agreed to.

## **22. FURTHER RECOURSE**

22.1 In addition to the complaint process set up by TELKO-MS, the consumer reserves the right to escalate unsatisfactorily resolved or unresolved disputes to the Nigerian Communication Commission (NCC).

22.2 TELKO-MS shall inform consumer after 60 days of non-resolution of the complaint to the satisfaction of consumer to proceed to refer the complaint to the NCC.

## **23. ACTION ON DISPUTED CHARGES**

23.1 Where a Consumer has initiated a complaint through the laid down process and investigation is ongoing, TELKO-MS shall be estopped from taking any action with regard to credit management action or disconnection of installed equipment or related apparatus pending the resolution of the dispute.

## **24. INTERNAL DATA COLLECTION AND ANALYSIS**

24.1 TELKO-MS shall ensure availability of appropriate recording system for complaints and outcomes which shall comply with the requirements of the Commission's Quality of Service Regulations such that recurring issues are easily tracked for effective processing.

## **25. CHANGES TO COMPLAINT HANDLING PROCESS**

25.1 TELKO-MS shall ensure that Consumer is properly updated with any information regarding the changes in the Company's complaint handling process, if any.

## **26. RETENTION OF RECORDS**

26.1 Information collated and recorded by Host in respect of the complaint handling procedure initiated by the Consumer shall be retained for at least twelve (12) months following resolution of Consumer complain.