

## PART I – INTRODUCTION

### Scope and Objectives

1.-(1) This Consumer Code of Practice (the “Code”) is published by VDT Communications Limited further to the Nigerian Communications Commission’s (the “Commission”) requirement as contained in section 106 of the Nigerian Communications Act 2003 (in these Code referred to as “the Act”), which contemplates the development of a consumer code that would govern the provision of services by VDT as a licensed telecommunications operator in Nigeria.

(2) The Code is to be read in conjunction with the Consumer Code of Practice Regulations 2007.

### Definitions

2. All terms used in this Code are either defined in the code or have the meanings defined in the principal Act.

### Application of the Code

3. The Code represents our commitments to the regulatory ideals of the Commission, our esteemed and valued subscriber and the Nigerian Community at Large. Our mission is therefore to set standards for Service Delivery and due process, while availing our Subscribers the right and opportunities to excellent customer services and meaningful contribution to the way we do business.

### Code Administration

4.-Compliance procedures are described in Part VIII of this Code. Compliance monitoring and code administration will typically be undertaken by the Consumer Affairs Bureau of the Commission, or such other departments or authorities within the Commission as are designated from time to time.

### Code Amendment

5. The Commission, acting on its own initiative or with the assistance of the Consumer Forum, may from time to time recommend amendments to this consumer code.

## PART II - PROVISION OF INFORMATION TO CONSUMERS

### General

6.-(1) VDT shall as much as possible endeavor to provide its subscribers with information that is complete, accurate, and up-to-date stating its services in simple and clear language.

(2) VDT shall endeavour to respond in a timely manner to Consumer requests for information on its services and such information shall be provided free of charge and shall include at least the following:

(a) Current service arrangements, including rates and terms and conditions for all services offered to the public, shall be readily available in print and electronic format and also stated on our web site. Such information shall also be available at all retail outlets where the VDT’ services are offered;

(B) services that are subject to price or tariff regulation by the Commission shall be described in service tariff pages published in an accessible form, including being made available at designated company offices and on VDT web site;

(c) In the event that VDT decides to publish subscriber directories in the future, the terms of service shall be printed in the front section of such directories; and (d) Where VDT carries out a review or any change in the tariff rates for services, such change shall only be implemented after receipt of prior approval of the Commission and the affected Consumers shall thereafter be appropriately notified of the price change(s) in an effective manner.

### Service Contracts

7. VDT shall supply, or make available on request, a copy of the contract or agreement for the provision of services, and such contracts shall be written in plain and clear language.

### Description of Services

8.-(1) VDT service offerings are described below:

#### (i) Corporate Services Description

##### Digital Leased Circuit (DLC)

VDT’s Enterprise Broadband Digital Leased Circuit (DLC) service offering is a high speed, dedicated data service for corporate establishments, connecting Head Offices to remote Branch Offices. Our service is deployed in a most reliable and secured manner.

The service rides on leased major national carriers’ backbone link that is based on the Synchronous Digital Hierarchy (SDH) infrastructure rings of the multiple carriers (we ensure 2 Carriers to each PoP).

These SDH Rings run across major cities in Nigeria and form the major backbone of the national communication mesh for Public Switched and mobile Telephone Services Data, Video, Voice transfer along the fiber links at a speedy rate, hence enabling effectiveness and efficiency of digital communication process. Our Implementation is flexible and allows for modern

technological variation when required.

Channelization equipment has been deployed to allow for varied bandwidth scalability on request from time to time.

Our company’s Network infrastructure design is structured towards providing a broad range of end-to-end efficient and reliable Enterprise MPLS/VPN-based (Data, Voice, and Video communication) services across Nigeria while building a long term, trusted partnership with our numerous clients.

Delivered in a Point-to-Multipoint arrangement, direct and pro-active monitoring from our NOC is enabled for prompt attention to preventive and fault maintenance.

#### Metro Wireless Service

This establishes inter Head Office / Branches links through VDT POP, in a Point-to-Multipoint arrangement and also in a Point-to-Point Connectivity medium. With this the bandwidth would be distributed from our POP to the customer branch offices.

The Point-to-Multipoint arrangement enables direct and pro-active monitoring from our NOC to ensure prompt attention to preventive and fault maintenance.

The equipment deployed for either services deliver Digital Signal Bandwidth of 1Mb/s up to STM x 1 (155Mbps), and integrates seamlessly with common IP routing equipment.

#### Internet Service

This is delivered via International Fiber based Submarine Cable Trunks. These cable trunks are connected to Tier One ISP in Europe for onward transfer to the rest of the world.

The multi-layer International Gateway fibre cable trunks give the ability to provide an alternate backup solution and a consistent Internet delivery to its numerous customers

Pro-active monitoring from our NOC for prompt attention to preventive and fault maintenance is equally guaranteed on this service.

#### (ii) Retail Services Description

##### VDT 4G-LTE

VDT’s LTE is a retail service to offers 4G broadband service over the LTE Platform services to individual, homes and SMEs.

Our Broadband service is a very high –speed connection to the internet that is always on. It gives access to websites and allows you to download and upload files quickly and where enabled, you can make phone calls at the same time.

The service is delivered through SIM cards that will be used on Customer Premise Equipment (CPE) and other devices such as routers, dongles and mobile phones. The devices and mobile phones come in specified features of models that are compatible with the network.

We market and sell the services to Customers in a professional manner, provide excellent Customer service, Customer account management and Customer complaint handling, consistent with applicable industry standards.

(2) VDT shall also provide information on the service quality levels offered, the waiting time for initial connection and details of applicable service areas and coverage maps.

(3) VDT shall provide specific information regarding any compensation, refund or other arrangements which may apply if contracted quality service levels are not met, along with the procedures and methods for resolving disputes in respect of the service contract.

(4) Where services are packaged with one or more other services or products, VDT shall provide the Consumer in relation to each service or product:

a description of each component service or product, and where VDT sells the service or product component separately, the price that VDT would charge for the component on a stand-alone basis; and For services that are bundled with services from third parties, VDT shall use its best endeavors to be responsible for the effective performance of the entire package including service support, maintenance, complaints handling, dispute resolution and other administrative requirements.

(5) Where services are subject to upgrade or migration options, Consumers shall be provided with clear and complete information regarding the upgrade or migration terms, including any changes in service performance and any duly approved fees or charges resulting from the upgrade or migration

#### (6) Services to be upgraded

(i) **Corporate Dedicated Service:**DLC: Intercity connectivity, allows for resource sharing, making inter-city organizations’ networks work like local. This is provisioned over multiple redundancies to ensure constant uptime, to the delight and growth of

Customers cum its business. With offices at all VDT’s service locations, which covers the 36 States and the FCT, technical support is equally delivered in a local and prompt manner.

#### Metro Wireless

Relying on the strength of our investment within the country, VDT’s Metro-wireless/Intra-city services are promptly surveyed, installed and with local support which ensures highly reliable uptime. With our partnership with state of the art OEMs, service on VDT’s platform continuously aligns of technological Advancement.

A dedicated service, inter branch resource sharing passes through secured pipes.

#### Internet services

Accessing the World Wide Web on VDT’s dedicated Internet services is a delight to its numerous customers, in view of its Fiber Optic Submarine based technology, with in-built redundancies.

For all VDT’s services, highly reliable and resilient technology implementation is used to distribute tail end circuits to our customers’ locations, guaranteeing excellent and qualitative service experience.

#### (ii) Retail Services:

##### Retail Broadband Service:

Accessing the Internet through VDT’s Mobile Network Platform through SIM cards and customer enterprise equipment (CPE) devices within network coverage areas.

#### Pricing Information

9. Before a contract for service is entered into, VDT shall inform the Consumer of:

- The applicable rates or charges;
- What the charges include;
- Each part or element of an applicable charge, and the method of its calculation;
- The frequency of the charge or other circumstances that give rise to the charge;
- Whether the charges or elements thereof are subject to change from time to time, the circumstances of such changes and how the Consumer will be informed of such changes.

#### Contract Terms and Termination

10. The contract itself shall contain the following information regarding the term:

- The commencement date of the contract;
- Where a minimum contract term is applicable, this shall be clearly stated;
- Where a minimum contract period is applicable, this, in addition to the manner and consequences of termination shall also be stated;
- The situations where early termination is possible;
- The amount or method of calculating any charges payable upon early termination;
- The conditions and terms of renewal of the contract, if applicable;
- The conditions and terms of disconnection and reconnection and fees that may be charged for disconnection or reconnection;
- Terms and conditions that may apply to refund of any deposit including timing and any deductions or charges applicable;
- Terms and conditions relating to situations that may give rise to the interruption, withdrawal or discontinuation of the service; and
- Terms and conditions relating to the delivery, installation or activation of the service.

#### Product Warranties & Maintenance

11.-(1) At the point of entering into a contract to provide services, VDT shall ensure that Consumer is duly notified of any contractual warranty relating to products (if any) supplied for use in connection with the service, including how to obtain warranty service if needed and where a copy of the warranty is not provided with the products, the Consumer shall be informed of how and where it is available.

(2) VDT will provide specific information regarding any maintenance services offered with respect to its product offerings.

#### Provisioning of Service

12. VDT shall endeavour to provide services within the service supply time targets set out in the Commission’s Quality of Service Regulations, subject to the following:

- in the event that VDT 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;
- VDT will not be responsible for any readiness of premises or availability of infrastructure or equipment that is beyond its reasonable control; and
- VDT shall not be responsible for delays or refusals of service requests caused by the Consumer being identified as not creditworthy.

#### Fault repairs & service interruption

13.-(1) VDT shall implement the facilities and processes needed to permit Consumers to report faults 24 hours a day.

(2) VDT shall comply and shall cause its agents to comply with the relevant fault repair standards set out in the Commission’s Quality of Service Regulations.

(3) VDT shall endeavour to give advance warning of anticipated service disruptions or planned outages, including details of the disruption or outage, the services and service areas to be affected and any applicable compensation or other remedies.

(4) In the event of force majeure such as floods, fire outbreak and storms VDT shall endeavour to rectify the fault within such period of time as may be reasonable in the circumstances.

#### Operator assistance, directories and directory assistance

14.-(1) VDT shall ensure that any Consumer can access:

- Operator assistance services; and
  - A directory enquiry facility containing directory information (subject to its future implementation by VDT) on all subscribers in Nigeria, except for those subscribers who have exercised their right to have their directory information suppressed or removed.
- (2) Where VDT or any of its Agents/Partners assigns telephone numbers to subscribers, it shall make efforts towards ensuring that each of those subscribers is on request, issued with a directory containing directory information on all subscribers who have been assigned telephone numbers in the subscriber’s local area.

(3) Any directories supplied shall not contain directory information for those subscribers who have exercised their right to have their directory information suppressed or removed.

(4) A directory may be produced by or for VDT, or by another person not acting on behalf of VDT. Where a directory is produced by or for VDT, VDT shall ensure that it is updated on a regular basis (at least once a year).

(5) VDT may charge Consumers a reasonable fee for providing directory enquiry services, subject to the approval of the Commission, and may charge a reasonable fee for any additional directories requested by Consumers.

#### Special measures for consumers with disabilities

15.-(1) VDT shall from time to time consult the Consumer Forum to ensure that the requirements and interests of disabled Consumers are fully taken into account in the development and provision of its services.

(2) VDT shall comply with any specific obligations that the Commission may impose on operators in respect of special services or service arrangements for subscribers with disabilities.

#### Access to emergency services

16.-(1) VDT shall comply with any network or other requirements that may be approved by the Commission in respect of the provision of emergency services, including such measures as location identification information, special numbers and routing to emergency services locations.

(2) Calls to emergency services shall be free of charge.

(3) VDT may apply to the Commission regarding the recovery of any special costs of implementing or operating emergency services, which the Commission may consider pursuant to section 107 of the Act.

## PART III - ADVERTISING AND REPRESENTATION OF SERVICES

### The Advertising Practitioners Council of Nigeria (APCON)

17. The Advertising Practitioners Council of Nigeria (APCON) regulates advertising practices in Nigeria, and has established the Nigerian Code of Advertising Practice. VDT shall comply with the advertising standards established by APCON, and any other applicable laws or standards, in addition to the rules regarding the advertising or other promotion of telecommunications services set out in this Code.

#### Availability of services

18.-(1) VDT shall make clear in advertising materials which promote the availability of a service any geographical or technical limitations on the availability of the service to consumers which:



(a) Substantially affect the performance of the service; and  
(b) Are known to VDT.  
(2) VDT shall make clear in any advertising materials which promote a service offer any limitations in the offer which restrict it -  
(a) To a particular group of people;(b) To a partial zone, region or other geographical area within the country;  
(c) To a particular period of time; or  
(d) Through the limited availability of equipment, facilities or other materials.

#### Advertising of packaged services

19.-(1) Where VDT represents in advertising materials that a service is provided as part of a package, VDT shall ensure it is able to supply all components of the service package. In the event it is or may be unable to supply any component of the package, appropriate information about this limitation shall be included in the advertising materials.

apply to obtain the component at the stated price.

#### Unsolicited telemarketing

20.-(1) in the event that it engages in unsolicited telemarketing VDT shall disclose -

(a) At the beginning of the communication, its identity or that of the other person on whose behalf the communication is made and the precise purpose of the communication;  
(b) During the communication, the full price of any product or service that is the subject of the communication; and  
(c) that the person receiving the communication shall have an absolute right to cancel the agreement for purchase, lease or other supply of any product or service within seven (7) days of the communication, by calling a specific telephone number (without any charge, and that VDT shall specifically identify during the communication) unless the product or service has by that time been supplied to and used by the person receiving the communication.

(2) VDT shall also only conduct telemarketing in accordance with any "call" or "do not call" preferences recorded by the Consumer, at the time of entering into a contract for services or after, and in accordance with any other rules or guidelines issued by the Commission or any other competent authority.

## PART IV - CONSUMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES

### General principles

21. VDT shall at all times endeavour to -  
(a) Ensure that billing is accurate and timely;  
(b) Ensure that billing accuracy is verifiable;  
(c) Ensure that sufficient information shall be on the bill or otherwise readily available to the Consumer for verification of the bill without any charge;  
(d) ensure that upon a bona fide request from a Consumer, VDT shall inform or provide the Consumer with timely, accurate and current information about its billing terms and conditions and options relevant to that Consumer;  
(e) Retain records of a Consumer's bill and related charges for a minimum period of twelve (12) months; and  
(f) In interpreting the obligations described in this section, references to "billing" or "bill" include VDT systems for recording and processing any prepaid transactions, including the debiting of call charges against prepaid card balances

### Billing Information

22. VDT shall ensure that, at a minimum, the following information is included in any bills issued by it or on its behalf:  
(a) The Consumer's billing name and address;(b) VDT' current business name, address and registered number;  
(c) A way of identifying the bill uniquely;  
(d) The billing period;  
(e) A description of the charges (and credits) for which the Consumer is billed;  
(f) The total amount billed, applicable credits, payments or discounts, and the net amount payable by the Consumer (or repayable by VDT);  
(g) The date on which the bill is issued;  
(h) The bill (or refund) payment due date;  
(i) Methods of bill (or refund) payment;  
(j) Methods of contact for complaints and billing inquiries; and  
(k) Any call charges applicable for complaints and billing inquiry calls

### Itemization of charges

23.-(1) VDT shall ensure that Consumers have access to itemized details of all charges, either on the bill or on a separate statement provided by VDT upon request.  
(2) Unless otherwise requested by or agreed with the Consumer, VDT shall provide itemized details during the

current billing period. Where applicable, the VDT shall inform Consumers of the notice period required to obtain itemized billing. In addition, VDT shall ensure that itemized details contained in previous bills are available for 12 months, or any longer period required by law.

(3) VDT shall not charge Consumers for bills or billing related information, except where the Consumer requests information not required to be provided under this Code such as requests for billing details more than one (1) year old. VDT shall inform Consumers of any applicable charge resulting from their billing requests, and shall obtain the consent of the Consumer to any charge before it is imposed.

### Timing for issuance of bill

24. A VDT shall process and issue bills within 30 days of the closure of each billing period. A bill shall include all charges incurred during the billing period except where:

(a) There exists a separate agreement with the Consumer to the contrary; or  
(b) There is a delay as a result of the inclusion by VDT of information from other suppliers or service providers in the bill; or  
(c) there is a delay as a result of a change initiated by the Consumer, such as where the Consumer has requested a different billing frequency or billing period; or  
(d) There is a delay as a result of the suspension of charges that are in dispute; or  
(e) there has occurred a billing system or processing problem, in which case the problem shall be rectified and bills issued without undue delay and in accordance with any time periods identified by the Commission; or  
(f) Billing is delayed by circumstances beyond the reasonable control of the VDT, such as an event of force majeure.

### Receipts and consumer payment advice

25. VDT shall ensure that Consumers are able to verify their bill payment by acknowledgement of payment on the next bill issued, telephone confirmation by calling a specified number, or such other appropriate and accessible methods as may be made available by VDT.

### Acceptance of Licensee terms

28. Consumers shall be bound by a VDT' terms of service on return of a signed service agreement, or on clearly accepting the service terms by any form of telecommunications. Consumers shall also be deemed to accept VDT' service terms on any commencement of use of the service that follows adequate communication by VDT of its service terms.

### Access for maintenance

29. Consumers shall grant VDT or its authorized representatives, without charge, access to premises, equipment or facilities as reasonably required for any provisioning or maintenance of the services, equipment or facilities.

### Tampering with equipment

30.-(1) Consumer shall not use any equipment or related facilities provided by VDT for reasons other than those related to normal service, and shall not do anything that interferes with the functioning of such equipment or facilities, without prior written authorization from VDT. Consumers shall be responsible for any loss of or damage to equipment or facilities that result from actions contrary to their service terms or this Code.

(2) Equipment owned by VDT and connected to a telecommunications network may not be moved to a location or address other than the location or address where service was installed, without prior written authorization from VDT. This restriction shall not apply to any equipment that is accompanied by operating instructions indicating that it may be disconnected and reconnected as part of its normal use.

(3) Modification or attachment of any unauthorized device to VDT' equipment or facilities is prohibited without prior written authorization from VDT.

(4) No equipment or device that interferes in any way with the normal operation of a telecommunications service, including any equipment or device that intercepts or assists in intercepting or receiving any service offered by VDT that requires special authorization, may be installed by or on behalf of any Consumer.

### Re-selling services without authorization

31. Consumers shall not re-sell any service provided by VDT except as permitted by VDT service agreement (and subject to any applicable licensing or authorization by the Commission pursuant to the Act).

44.-(1) VDT shall avoid imposing any disconnection or credit management action regarding any service to which a complaint or billing dispute relates while the complaint or Dispute is being investigated. VDT shall inform the Consumer that while the complaint or dispute is being investigated, the Consumer is obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute.

(2) Where VDT intends to take disconnection or credit management action against a Consumer regarding any amount that has been the subject of a complaint or dispute, the Consumer will be specifically notified before implementing the intended action.

### Internal data collection and analysis

45.-(1) VDT shall have appropriate recording systems for complaints and their outcomes. Such tracking is also needed to meet the requirements of the Quality of Service Regulations.

(2) Complaints tracking data shall be categorized and analyzed by VDT from time to time to allow for the identification of recurring problems. VDT shall further inform the Consumer that a record of their complaints is being kept, and if requested by the Consumer shall describe the complaints tracking system being used.

### Review

46. VDT's complaint handling and tracking processes shall be reviewed from time to time to ensure effective processing of complaints. VDT shall also report on the outcome of these reviews as requested by the Commission, and shall make any changes to complaint handling and tracking processes identified by the Commission.

### Changes to complaint handling processes

47. VDT shall also update any information regarding the complaint handling and tracking processes as appropriate, including information provided to Consumers or the Commission.

### Retention of records

48. Information collected and recorded as part of VDT complaint handling processes shall be retained by it for at least twelve (12) months following resolution of a complaint.

### Audit by commission

49. The Commission may from time to time audit VDT complaints handling and tracking processes, including the exercising of the Commission's powers pursuant to section 141 of the Act.

## PART VIII - CODE COMPLIANCE

### Licensee responsibilities

50. VDT shall -  
(a) Develop appropriate policies and procedures for ensuring compliance with this Code subject to approval by the Commission;  
(b) Ensure that the compliance policy, procedures and applicable code provisions are publicized to its employees and other representatives;  
(c) Develop appropriate procedures or programs to educate its employees regarding code compliance issues;  
(d) Implement appropriate management structures and practices to monitor compliance with the policies, procedures and code provisions; and  
(e) Provide information to the Commission, as provided for in this Code or as otherwise requested by the Commission, relevant to VDT' consumer code obligations and ongoing compliance efforts.

### Compliance monitoring and reporting by the commission

51.-(1) The Commission will monitor compliance with applicable code provisions on a regular basis to ensure the overall effectiveness of this code in achieving their objectives, which include  
(a) Complaints monitoring;  
(b) Routine verification of VDT's compliance with this Code; and  
(c) Identification of other consumer code issues.

(2) The Commission will publish quarterly progress reports to assist it in its ongoing monitoring and review of consumer codes and related issues. The progress reports will include -

(a) identified breaches of applicable code provisions, and any remedial actions taken;  
(b) recurring complaints and actions taken to address these;  
(c) statistics on complaints and their resolution; and  
(d) steps taken by VDT in the development of in-house compliance systems.  
(3) The Commission's annual report will contain a summary of all progress reports for the relevant year.

### Complaints regarding compliance

52.-(1) Complaint about failure to comply with this Code will arise in two broad categories: Consumer complaints and "Industry" complaints.

(2) The Commission shall administer appropriate and impartial processes for the investigation and resolution of both Consumer and Industry complaints.

(3) In the event the Commission finds that a complaint does not fall within its jurisdiction, the Commission will refer the matter to the appropriate body.

### Consumer complaints

53. All complaints by Consumers will first be lodged and dealt with by VDT in accordance with Part VII of this Code. Where a Consumer lodges a complaint with the Commission and does not initially contact VDT, the Commission will forward the complaint to VDT for resolution in accordance with Part VII of this Code.

### Industry complaints

54.-(1) Industry complaints are those made by one Licensee against another for an alleged breach of a consumer code. Industry complaints will also include complaints by a group representing consumer interests against a Licensee.

(2) All Industry complaints will be lodged directly with the Commission. Where an Industry complaint is lodged with VDT or another Licensee as the case may be, without evidence that the complaint has been lodged with the Commission as well, the Licensee shall forward a copy of the complaint to the Commission without delay, and will notify the complainant that its further contact regarding the complaint should be with the Commission and not the Licensee.

### Commission investigation

55.-(1) The Commission will oversee compliance with and administration of this Code and any other applicable consumer codes.

(2) The Commission will analyze and investigate complaints in order to determine whether there has been a breach of the code. In the event the Commission finds that there has been a breach, it will consider the following factors in arriving at a decision on the remedial actions or penalties to be imposed:

(a) Seriousness of the breach;  
(b) Past conduct of VDT with respect to compliance with the code;  
(c) Representations made by VDT with regards to the breach and related circumstances; and  
(d) Any compensation offered by VDT to the affected Consumers for the breach.

(3) The monitoring and enforcement of the code will be exercised in accordance with the Nigerian Communications (Enforcement Processes, etc) Regulations 2005. With respect to any penalties for contravention of applicable code provisions, the Commission will be guided by the considerations set out in Chapter IV ("Administrative Fines") of those regulations.

(4) The Commission may also issue a caution notice to VDT if it considers that it has no record of past problems, identifying remedial measures to be undertaken but imposing no other penalties or sanctions.

(5) Continuing or repeated breaches of this Code shall be reviewed by the Commission to determine if they constitute an offence under the Act, including as a breach of applicable licence conditions.

(6) Unless otherwise specifically identified by the Commission, the parties to a complaint shall be responsible for their own costs or expenses associated with the complaint. The Commission shall also identify any circumstances in which any costs or charges will be payable to the Commission in connection with its involvement in the resolution of any complaint, prior to a party incurring the payment obligation.

### Appeal process

56. In the event that a decision by the Commission is not accepted by a party to the decision, that party will have the right to challenge the decision pursuant to Sections 86 to 88 of the Act, in accordance with the practices and procedures described in those sections.

### Confidentiality

57. Information disclosed in the course of any complaint or compliance proceeding under this Code may be protected as confidential information as provided under the Act, including Sections 59, 60 and 86(3) of the Act.

