

BPeSA CODE OF GOOD PRACTICE

Scope

The Code of Good Practice (hereinafter referred to as “The Code”) is a guide for the professional and ethical conduct of the Contact Centre and Business Process Outsourcing & Offshoring Sector, including 3rd party service providers “outsourcers” and “captives”, hereinafter referred to as “the industry”.

BPeSA will mean the national body and the relevant regional office holding the industry members membership.

The Code is a set of generally accepted principles of behaviour, to uphold the integrity and reputation of the industry.

Preamble

The Code of Good Practice applies to all members of BPeSA and regional associations, who, wishing to conduct BPO services including customer service, IT, consulting, training, operational and recruitment activities in a professional manner and uphold the integrity and reputation of the industry in South Africa, as a condition of ongoing membership of BPeSA and regional associations undertake to:

Principles

1. Abide by this Code of Good Practice, communicate commitment to it to our stakeholders and ensure that our employees uphold our responsibilities under it.
2. Aspire to generally recognised world class standards and refrain from business and/or operating practices that might compromise the integrity and reputation of the industry.
3. Act always within the boundaries of fair competitive practice, refrain from disparaging, derogatory or other negative public statements about our competitors and declare any conflict of interest that might be perceived to compromise our ability to deal equitably with our customers and other stakeholders.
4. Ensure that our skills, experience, capabilities, performance and values and those of our employees, agents and representatives are accurately, fairly and transparently represented.
5. Neither offer, nor accept rewards, rebates, commissions or other inducements related to our entry into, or maintenance of, any commercial business transaction or relationship, other than on transparent, equitable and commercially acceptable terms.
6. Apply fair, ethical and transparent recruitment and selection processes.
7. Comply with all legal and regulatory requirements to which we, and, insofar as such compliance is required for the delivery of our services, our customers are subject.
8. Strive to identify, understand and meet our customers' requirements, undertake only those activities for which we have sufficient competence and expertise and provide our customers with a positive experience of, and satisfaction with, our services.
9. Safeguard the integrity, security and confidentiality of all data and information provided by, or relating to, our customers and their activities.
10. Maintain sufficient capacity to meet both the requirements of our customers relating to service levels and the legitimate expectations of our employees relating to working conditions.
11. Ensure that our employees are adequately and appropriately equipped, trained and skilled for their tasks, in order to provide our customers with a positive experience of, and satisfaction with, our services.

12. Treat our employees fairly, responsibly and with respect, without discrimination on whatsoever grounds and remunerate them at a level commensurate with their skills, experience and ability, in line with prevailing acceptable local market practice.
13. Provide our employees with opportunities for, and invest appropriately in, their ongoing personal and professional development.
14. Provide our employees with a safe, accessible, health-conscious and productive working environment that is considerate of their welfare.
15. Endeavour to comply with the provisions of industry-specific broad-based black economic empowerment charters to which we are subject and support and uphold the spirit and intent that such charters seek to embody.
16. Adopt such amendments as may be made to this Code of Good Practice from time to time by the Board of Directors of BPeSA and regional associations and submit to such processes of review and monitoring of our adherence to this Code of Good Practice and dispute resolution relating thereto as are determined by the Board of Directors of BPeSA.

Breaches of the Code of Good Practice will be processed according to the following Complaints Procedural Guide and within established BPeSA mechanisms:

Complaints Procedural Guide for BPeSA CODE OF GOOD PRACTICE

1. Before lodging a formal complaint:

- 1.1. When disputing parties belong to member organisations, it is recommended that an attempt be made to resolve the matter with each other, **prior** to lodging a formal complaint with the BPeSA.
- 1.2. In such a case, it is recommended that the procedure progress as follows:
 - 1.2.1. The complaint, detailing its nature, must be conveyed by the complainant to the other member, with a request for a response by a specified date. A reasonable period, as determined by the circumstances, will be allowed.
 - 1.2.2. It is customary to copy BPeSA with such correspondence BUT it must be emphasised that BPeSA will NOT TAKE ANY ACTION until a formal complaint is lodged. Such correspondence as is detailed here will not be accepted as a formal complaint.
 - 1.2.3. Should the matter be resolved between the disputing parties, BPeSA should, as a matter of courtesy, be informed.
 - 1.2.4. Nothing in this section shall be interpreted as preventing anyone from lodging a formal complaint with BPeSA where no attempt to resolve the matter with the member organisation beforehand was made.

2. Avoidance of Conflict

Where the complainant has lodged a complaint or dispute, or instituted an action with or in any other regulatory body or in a Court, and where the subject matter of that complaint, dispute or action is substantially the same as the subject matter of a complaint lodged by that complainant with BPeSA, BPeSA will decline to consider and deal with the complaint.

3. Lodging of formal complaints with BPeSA

3.1. All formal complaints lodged with BPeSA must meet the following criteria:

- 3.1.1. The complaint must be in writing.
- 3.1.2. The identity and contact details of the complainant(s) must be disclosed to the BPeSA.
- 3.1.3. The grounds on which the complaint is based must be clearly stated. If possible, the sections of this Code to which the complaint relates, should be identified. Should the complainant not be able to do so, BPeSA will consider the complaint in terms of the sections it regards as relevant and deal with the complaint as if it had been lodged in terms of those sections.
- 3.1.4. The address, contact name and number of the alleged offending member company should be included, if possible.
- 3.1.5. Consumer complaints will be dealt with free of charge.
- 3.1.6. Competitor and service provider complaints will be subject to a non-refundable administration fee, as determined by BPeSA's Board of Directors.
- 3.1.7. The perceived breach must be current and/or have been committed within a period as determined by BPeSA's Board of Directors.

4. Complaints may be submitted by any of the following means:

4.1. By post to P.O. Box 3874, RIVONIA, 2128

4.2. By telefacsimile, to +2711 783 5347

4.3. By electronic mail, to info@bpesa.org.za

4.4. Responsibility for establishing receipt of a complaint by BPeSA lies with the complainant.

5. Documentation submitted to BPeSA

5.1. All documentation submitted to BPeSA must, as far as possible:

- 5.1.1. be strictly relevant to the complaint being considered;
- 5.1.2. contain background information only if the same is essential;
- 5.1.3. be set out in a manner that is clear and concise;
- 5.1.4. systematically set out the basis for the complaint; and
- 5.1.5. be limited to factual allegations and to the expression of opinions in a manner that is not emotive, derogatory or insulting.

5.2. Should any part of the documentation submitted to BPeSA be confidential, it should be clearly identified and marked as such and annexed separately to the documentation. Confidentiality will include:

- 5.2.1. trade secrets of a third party;

- 5.2.2. financial, commercial, scientific or technical information, other than trade secrets, of a third party, the disclosure of which would be likely to cause harm to the commercial or financial interests of that third party; or
- 5.2.3. information supplied in confidence by a third party, the disclosure of which could reasonably be expected
 - (a) to put that third party at a disadvantage in contractual or other negotiations; or
 - (b) to prejudice that third party in commercial competition.
- 5.3. BPeSA will evaluate, at its absolute discretion, whether or not documentation marked confidential qualifies as confidential in terms of Clause 5.2, and shall inform the party that submitted the documentation accordingly.
 - 5.3.1. Should BPeSA find that the documentation is not confidential in terms of Clause 5.2, the party that submitted such documentation will be given an opportunity to withdraw such documentation.
 - 5.3.2. Should BPeSA find that the documentation submitted as confidential qualifies as confidential in terms of Clause 5.2; BPeSA may request a non-confidential summary of the documents in question.

6. General principles applicable to representations at BPeSA hearings

- 6.1. Representations made to BPeSA will be subject to the following conditions:
- 6.2. Representation, personal or otherwise, should be brief and to the point.
- 6.3. Where issues and submissions have been canvassed in correspondence with the BPeSA or its Committees, parties may assume that BPeSA or Committee members, as the case may be, are aware of these issues and need not repeat them in representations made subsequently.
- 6.4. Representation will only be entertained at the stage where a complaint reaches the BPeSA Board of Directors for the determination of sanctions and serves the purpose of summarising, clarifying or adding new information only, and should be limited to such purpose.
- 6.5. Where representations are allowed in person or through a representative, such representations will normally be limited to 30 (thirty) minutes per party. Should additional time be required, a written request must be submitted to BPeSA within a reasonable period prior to the hearing.

7. The Role of BPeSA in regard to contraventions of the Code

- 7.1. BPeSA shall have the primary responsibility for monitoring compliance with the Code.
- 7.2. BPeSA shall consider all possible breaches of the Code, brought to its attention by a formal complaint or in any other way acceptable to BPeSA.
- 7.3. On receipt of a complaint, or where BPeSA otherwise decides to consider an issue, it shall consider the complaint and decide whether the complaint is
 - 7.3.1. Vexatious, taking into account factors such as malicious motive and bad faith; or
 - 7.3.2. Prima facie without merit based on a checklist; and, if so, inform the complainant of its decision and of the fact that BPeSA will not entertain the complaint.

- 7.3.3. Should the complainant thereafter amplify the basis of its complaint, BPeSA may, at its discretion, formally investigate the complaint.
- 7.4. BPeSA shall call on the party against whom a complaint has been made (the respondent), to respond to the complaint within the time periods set out below:
 - 7.4.1. In the case of consumer complaints, the respondent shall generally be given 14 working days to respond to the complaint; and
 - 7.4.2. In the case of competitor/service provider complaints, the respondent shall generally be given 14 working days to respond.
- 7.5. If the complaint or issue requires the provision of substantiation by the respondent, BPeSA shall call for such substantiation and shall specify the time-period for its provision. The respondent will generally be given 7 working days to provide substantiation.
- 7.6. However, BPeSA may specify a lesser time period that it decides is appropriate in the circumstances, having regard to the urgency of the complaint, the nature of the factual claim, and the extent to which the claim has been repeated and can be expected to be repeated after receipt of the complaint.
- 7.7. Any representations provided to BPeSA will be made available to the complainant, at the request of the complainant, subject to the provisions of this procedure dealing with confidentiality.
- 7.8. The written advice to the respondent calling on it to respond to a complaint, or to provide substantiation, must inform the respondent that if an adverse ruling is made against the respondent, BPeSA may escalate the matter to the Board of Directors for the consideration of sanctions.
- 7.9. On receipt of the written representations by the parties and depending on the urgency, complexity, and novelty of the subject matter of the complaint, BPeSA shall refer the complaint to the Practice and Standards Committee (hereafter referred to as the committee) for consideration:
 - 7.9.1. The committee will canvass other relevant industry bodies where required, in order to make a determination as to the seriousness of a breach.
 - 7.9.2. If, in response to a complaint, the respondent voluntarily undertakes to remedy the breach, BPeSA may also, at its own discretion, either record the voluntary undertaking as a ruling or, refer the matter to the committee or BPeSA Board of Directors.
 - 7.9.3. Where the committee rules that a breach of the Code has been committed, it will negotiate a time period in which the respondent can demonstrate remedy (ies) of the breach giving written reasons for its ruling if required by any party to the complaint.
 - 7.9.4. Once the negotiated period for the remedy of the breach has lapsed, or where the respondent believes that remedy has been effected;
 - 7.9.4.1. If this is prior to the deadline the committee will review the complaint in light of the remedy (ies).
 - 7.9.4.2. Where the standing committee believes that due remedy (ies) has been effected, it will rule as such, notifying the complainant and the respondent, in writing within 7 working days.
 - 7.9.5. Where the respondent has declined to remedy the breach or where the committee believes that the remedy (ies) effected by the respondent have not been sufficient, the committee will escalate the complaint with recommendations for sanctions to BPeSA Board of Directors.

7.9.6. BPeSA Board will consider the recommendations of the committee, review the breach and make a ruling for sanctions in accordance with clause 10. This ruling will remain in effect until the respondent can show that sufficient remedy (ies) of the breach has been effected.

7.9.7. Where, as a result of the complexity or novelty of the complaint, BPeSA cannot rule on the complaint without outside assistance, BPeSA shall be entitled to co-opt up to 3 number of persons at its discretion, either drawn from the relevant industry or who have expertise in the subject matter of the complaint.

8. Outside legal representation

8.1. Outside legal representation shall not be permitted in proceedings, except in exceptional circumstances.

9. Expert assistance in discrimination complaints:

9.1. Where an allegation of discrimination forms part of a complaint lodged with BPeSA, BPeSA Committee or Board hearing such complaint shall be obliged to co-opt at least one expert in the field to which the complaint relates, to assist BPeSA Committee or Board, as the case may be, in achieving a ruling.

9.2. The primary responsibility for identifying appropriate experts in a number of fields, and procuring their agreement to sit as members of a panel from which experts may be drawn to assist BPeSA Committee or Board in the manner provided for in the previous sub-section, shall rest with BPeSA.

10. Sanctions

10.1. The Board of Directors of BPeSA shall be entitled to impose any of the following sanctions on the respondent in a complaint:

10.1.1. Suspension from BPeSA until BPeSA is satisfied that the breach has been remedied, or;

10.1.2. Expulsion from BPeSA, based on due consideration of whether the respondent, in the opinion of the Board of Directors of BPeSA, deliberately circumvented and/or flagrantly disregarded the Code and/or whether the respondent's conduct is likely to bring the industry sector into disrepute.

10.1.3. Notice of the respondent's expulsion from BPeSA will be communicated in writing to the complainant, the respondent, any relevant BPeSA and to the general membership, within 14 working days of such a decision. No detailed information regarding the breach will be communicated to any party other than the respondent.

10.1.4. The Board of Directors of BPeSA shall determine at what point the respondent is allowed to resume membership of BPeSA, subject to the adequate demonstration of remedy (ies) of the breach of the Code by the respondent.

Company:

Name:

Date:

Signature:
