

ASML/FDMA  
Code of Conduct

**TELEMARKETING**  
The client and the telemarketing company

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Suomen Asiakkuusmarkkinointiliitto ry  
Finnish Direct Marketing Association

## 1. Introduction

This Code of Conduct, prepared by the Finnish Direct Marketing Association (hereinafter 'the FDMA' or 'the Association'), applies to the relationship between client companies (hereinafter 'clients') and telemarketing companies or agents that carry out telemarketing to consumers (hereinafter 'assignees'). The objective of this Code is to establish joint minimum standards for relationships between clients and assignees, guarantee a high quality of telemarketing, improve the image of telemarketing among marketers, consumers and interest groups, and enhance the effectiveness of telemarketing.

A separate Code of Conduct applies to the relationship between telemarketers and consumers.

In addition to this Code and current legislation, the FDMA's other Codes of Conduct must be taken into account in telemarketing.

This Code of Conduct is binding on the clients and assignees who are members of the FDMA. A list of FDMA's member companies can be accessed at [www.ssml.fi](http://www.ssml.fi).

## 2. Scope of application

This Code of Conduct applies to the relationship between clients and assignees who respectively order or carry out telemarketing to consumers.

For the purposes of this Code, telemarketing refers to all telephone conversations between marketers and consumers, the objective of which is for the consumer to buy the product or service offered by the marketer. This Code applies to all contacts made over the phone, regardless of which party initiates the call, and extends to situations where the marketer operates from a call or contact centre or similar premises.

This Code applies to the sale of all kinds of products and services using the telephone, including the arranging of appointments with customers and fund-raising for charitable purposes.

- This Code of Conduct applies to cases where a client who is a member of the FDMA
  - gives an assignment to a member assignee or
  - gives an assignment to a non-member assignee.
- Should an assignee who is a member of the FDMA use non-member subcontractors for telemarketing, the assignee shall ensure that the subcontractors comply with this Code of Conduct.
- The clients must apply this Code to the appropriate extent when telemarketing is carried out by a person employed by them.

Clients and assignees must also comply with the FDMA's Code of Conduct relating to the relationship between telemarketers and consumers.

### **3. Assignment relationship**

The assignee must provide the client with the following documents and information prior to the conclusion of an assignment contract:

- an extract from the trade register of the assignee;
- a clarification of the assignee's ownership and the names of its managers, and
- a clarification of the fulfilment by the assignee of its social obligations related to the payroll of its employees.

Telemarketing companies that are members of the FDMA have provided the Association with sample employment contracts that they have concluded with their employees when they have applied for membership of the Association. Should a client intend to conclude a contract with a non-member assignee, the assignee must be requested to provide a sample employment contract prior to the conclusion of the assignment contract.

The client has the right to request the above clarification from its assignees at any time during the assignment relationship.

The client and the assignee prepare a contract for the telemarketing assignment. The matters to be agreed upon include the following:

- matters necessary to comply with this Code of Conduct;
- the processing of personal data related to the assignment (for additional information, see item 9) and
- the procedures that guarantee that the consumer's wishes not to be approached for telemarketing purposes are taken into account.

Clients must not distribute the telephone call lists related to a single assignment to more than one assignee at the same time (including their own marketers).

### **4. Training the telemarketers**

Assignees must ensure that the telemarketers employed by them are appropriately trained and briefed for the assignment. The training provided to them must include information on current legislation, respect for the consumer's privacy, the Code of Conduct applicable to the relationship between telemarketers and consumers, and the special requirements of each assignment.

### **5. Appropriate call hours**

Marketers who contact consumers by phone should not offer the same product or service of a client to the same consumers by phone within 2 months of the previous phone call, unless the consumer is the company's customer or the call is based on the consumer's expression of intent.

Assignees must ensure that the telemarketers that they employ call consumers from Monday to Saturday only. The appropriate hours for phone calls are between

09:00 a.m. and 20:30 p.m. on weekdays and between 10:00 a.m. and 18:00 p.m. on Saturdays. Making phone calls to consumers outside these hours is prohibited, unless the marketer and the customer have explicitly agreed otherwise or unless otherwise provided for by the nature of the product that is to be sold (e.g. the provision of credits related to apartments). Provided that it is appropriate to make phone calls on Sunday, as described above, the appropriate hours are between noon and 18:00 p.m..

## **6. Legality and conformity to good practice of marketing and sales**

Assignees must ensure that the telemarketers employed by them are familiar, and comply, with valid legislation and good practice.

## **7. Telephone preference service**

The company must maintain a Robinson list of the consumers who have issued a company-specific marketing ban to the company based upon the law.

In addition, the FDMA maintains a general Telephone Preference Service for consumers (the so-called Telephone Robinson List).

Assignees must ensure that the products or services of such clients are not offered by phone to consumers who have indicated, either by contacting the client company directly or by expressing their wish through the Telephone Preference Service, that they do not wish to receive unsolicited phone calls from the company in question. Clients and assignees should use systems that help remove the numbers of these consumers from their call lists as efficiently and quickly as possible.

Assignees must ensure that the telemarketers employed by them inform consumers of the Telephone Preference Service numbers on request.

### The effect of a customer relationship or other appropriate contact

The restriction in the Telephone Preference Service does not prevent the company from making offers or additional offers or undertaking communication by telephone firmly within the framework of the existing customer relationship or other appropriate contact.

The company must be especially careful that it has communicated to the consumer the content and limits of the customer relationship or appropriate contact so that the understanding of the company and the consumer are as close as possible regarding the products, services, and offerings, and the scope and duration of the customer relationship or appropriate contact and other material matters connected to the customer relationship or appropriate contact.

## **Use of the Telephone Preference Service**

It is recommended that assignees make phone calls to consumers on the basis of call lists that have been screened less than one month ago. Assignees must not make phone calls to consumers on the basis of call lists that have not been screened for more than three months.

## **8. The assignees' obligations towards job seekers and employees**

When seeking new employees, for example by placing job advertisements in newspapers, assignees must ensure that job seekers are given a truthful and realistic picture of the earning potential of the job and of other conditions of the employment relationship.

Assignees must conclude a written employment contract with their telemarketers, and the contract must indicate the most important conditions of the employment relationship. Special attention must be paid to the clarity and accessibility of the conditions related to pay.

## **9. Data protection**

All personal data obtained by assignees from consumers during the assignment remain the property of the client. Assignees must not collect or store the personal data obtained from consumers on the basis of the assignment relationship for their own register. Assignees are obliged to return all personal data to the client when the assignment ends.

However, this provision does not apply to the personal data of consumers or prospects which the assignee has collected and stored in its own registers in other connections.

Assignees must agree with the clients on the use of personal data for carrying out the assignment in accordance with the Personal Data Act; this applies, for example, to the use, delivery and returning of personal data. The parties must also agree on the client's access to the assignee's premises during and after the assignment in order to check, with the assignee's help, the client's registers used by the assignee.

Assignees are obliged to inform their clients about all changes to the customer data that they have ascertained during the assignment (including changes of names and addresses and information on the death of individual people).

## **10. Monitoring and supervising the assignees' activities**

During the assignment period, assignees must provide the client with the following documents and information:

- a certificate of tax debt in February and August of every calendar year;

- the assignee's financial statements within a month from the date when they were handled at the shareholders' meeting or a similar body of the assignee and
- information on all changes to the assignee's ownership and all changes of managers as soon as they have taken place.

Clients are obliged to include an adequate number of mystery shoppers in all of the call lists they provide to assignees in order to guarantee a high quality of telemarketing.

Clients must check, in an appropriate manner, that all telemarketing companies with which they have concluded assignment contracts and their marketers comply with the Code of Conduct that is applicable to the relationship between telemarketers and consumers. Clients must provide for efficient disciplinary action for cases of non-compliance with this Code of Conduct by telemarketing companies or their marketers.

## **11. Compliance supervision**

The FDMA's Telemarketing Group supervises compliance with this Code of Conduct. The FDMA promptly informs individual member clients and assignees about all complaints concerning their non-compliance with the Code of Conduct in order to handle the case as soon as possible. The primary objective is to resolve the case by way of negotiation between the parties. FDMA member companies and the FDMA office have the right to refer all alleged cases of substantial non-compliance with this Code of Conduct, or with the Code of Conduct applicable to the relationship between telemarketers and consumers, to the FDMA's Telemarketing Group. The referral must be made in writing. The Telemarketing Group must hear the client or assignee in question when resolving the case. The Group has the right to issue a written admonition to the client or assignee for breaching the Code of Conduct and to decide upon the publication of the written admonition in a manner that it deems appropriate.

Should the client or assignee continue to breach this Code of Conduct in a substantial manner, the Telemarketing Group has the right to refer the case to the FDMA's Board. If the Board comes to the conclusion that the client or assignee has substantially breached the Code of Conduct and clearly disregarded the Code, the Board can dismiss the member in accordance with the FDMA's rules. The Board must hear the client or assignee when resolving the matter and prescribe a reasonable time limit for the client or assignee so that it can change its operations and comply with the Code.

Should the FDMA Board dismiss a member assignee, all FDMA member clients must notify the Association, within 30 days from receipt of the inquiry, whether they intend to continue their contractual relationship with the assignee.