



TPS Assured (Call Centre) Handbook

Information for audit
and certification

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TPS Assured (Call Centre) Scheme details

Overview

There are two separate TPS Assured standards for outbound telemarketing:

- **TPS Assured (Call Centre) is a certification standard for call centres (details contained in this handbook)**
- **TPS Assured is a certification standard for end users (details contained in a separate handbook available as a PDF download from www.tpsassured.co.uk)**

1. Summary

TPS Assured was first introduced in October 2013 as an annual audit and certification service that assessed end users compliance with the rules and regulations governing outbound telemarketing to UK consumers.

TPS (Call Centre) is a new parallel standard that enables call centres providing outsourced, outbound telemarketing services to UK consumers to also become certificated through annual audits.

This standard is similar in scope to TPS Assured but has been specifically adapted to assess whether call centres have appropriate policies, controls and operations in place to ensure they can undertake compliant outbound telemarketing campaigns on behalf of their clients in respect of the following rules and regulations:

- **The Privacy and Electronic Communications (EC Directive) 2003 (as amended) Regulations (PECR)**
- **Ofcom's Statement of Policy on the persistent misuse of an electronic communications network or electronic communications service**
- **TPS Assured guidance on outbound telemarketing best practice**

In summary, the audit will not only review whether applicants have the relevant processes, policies and procedures in place but will also review the contracts and management controls they have in place with any end users on whose behalf they undertake outbound telemarketing.

With stronger enforcement action and penalty notices/fines from the Information Commissioner's Office (ICO)/Ofcom running into hundreds of thousands of pounds there has never been a more important time for call centres to assist their clients to achieve compliance with current telemarketing laws and regulations.

Organisations that successfully meet the audit criteria will be awarded TPS Assured (Call Centre) status via certification and have permission to use the 'TPS Assured (Call Centre)' logo on their literature and website.

The costs for the scheme are contained in Schedule 4 of this handbook.

TPS Assured (Call Centre) is a scheme of The Telephone Preference Service (Advisory Services) Ltd, a subsidiary of The Telephone Preference Service Ltd. Both companies are wholly owned by the DMA (UK) Ltd.

2. Background

Whether it is sales, appointment setting, lead generation, data collection or retention campaigns, outbound telemarketing calls are an essential part of doing business for many UK organisations.

However, the telemarketing industry is under increasing pressure from regulators. Over recent years there has been a significant consumer backlash and negative articles in the press against cold calls, silent calls, illegal lead generation and overseas scams.

As a consequence The Telephone Preference Service originally introduced TPS Assured and has now developed the TPS Assured (Call Centre) standard to enable call centres to differentiate themselves from other service providers without this certification.

TPS Assured (Call Centre) is designed to provide independent and authoritative recognition of organisations that have robust compliance processes, policies and procedures in place to assist their clients abide by legal requirements/ rules and best practice as laid down by The Direct Marketing Association (UK) Ltd and other industry bodies.

By showing the TPS Assured (Call Centre) logo an organisation can demonstrate that it has been audited and can prove it is doing all that is possible to ensure that telemarketing activities are undertaken responsibly and in a professional manner that treats customers and potential customers with respect and observes their wishes.

3. TPS Assured (Call Centre) benefits

TPS Assured (Call Centre) provides a range of important benefits:

- It includes an optional Pre-Audit consultancy service that provides a confidential assessment of your current operations to identify any potential areas of non-compliance prior to a formal audit to help you to plan and prepare the necessary information prior to a formal audit.
- It can help provide reassurance to your client's marketing, compliance and legal functions that your service provision can achieve compliance for outsourced telemarketing activity.
- External checking and validation of call centre operations will help minimise the risk of your clients receiving penalty notices/fines and citations by Ofcom and the ICO for a breach of legal requirements.
- It helps avoid adverse publicity and the risk of reputational damage that often carries serious, far-reaching consequences following breaches of the legal requirements.
- It provides consumers with confidence that telemarketing practices have been independently assessed by an authoritative body and are based on sound and ethical principles that treat consumers with respect, observe their wishes and correctly manage their personal information and preferences.
- It enables call centres to meet the qualification criteria of charities that are members of the Institute of Fundraising. The IOF's Code of Practice contains a mandatory requirement that call centres/agencies that undertake fundraising calls on behalf of a member have up to date TPS Assured (Call Centre) certification or are in the process of applying for certification.
- It can also provide additional consultancy services so that you can receive up to date advice on whether proposed processes or campaigns are compliant with legal requirements and self-regulatory rules.

4. Who can apply?

Organisations that provide outsourced, outbound telemarketing services on behalf of end-users to UK consumers are eligible to apply for TPS Assured (Call Centre) certification.

Organisations that are either a head of a group or a subsidiary of a group must specify the scope of their application at the time of application.

Any organisation (including call centres) that undertake telemarketing for their own business purposes e.g.

- generating data/leads for sale
- directly selling products/services on their own account

would need to apply to become certified under the TPS Assured standard.

Organisations that undertake outbound telemarketing as part of their own business purposes and also as an outsourced service to end users would also need to become certified under the TSP Assured standard.

Application forms for both standards can be found at www.tpsassured.co.uk

5. Non-Disclosure Agreement/Confidentiality

You can be assured that all information shared with TPS Assured will be kept strictly confidential.

As part of the application process and prior to any audit, both parties will sign a mutual Non-Disclosure Agreement (NDA) which prevents any disclosure of confidential information to any organisation other than listed consultancies and specialists providing TPS Assured audit services or where the disclosure is required under legislation or a court order.

Applicants that choose to take advantage of a Pre-Audit Consultation will sign a mutual Non-Disclosure Agreement with the consultancy providing the Audit service. This will mean that TPS will not receive any information regarding the Pre-Audit other than notification that the consultancy has been completed.

As part of the Audit process, applicants are not expected to disclose client information that is specified as part of a Non-Disclosure Agreement between itself and its client(s).

6. Application process

Please follow the steps below should you wish to apply for TPS Assured (Call Centre) certification:

- Read the audit scope (see Schedules 1, 2 and 3 of this handbook) and understand the criteria that you would need to satisfy to achieve TPS Assured (Call Centre) certification.
- Make sure you read and understand the TPS Assured (Call Centre) terms and conditions (see Schedule 5 of this handbook).
- Check to ensure that you can supply a complete listing of all outbound telemarketing campaigns undertaken in the previous 12 months and access to supporting dialer settings, data, records, tests and management reports.
- Determine whether you wish to apply for the combined Pre-Audit and Audit option or just the Audit option.
- Download and complete the application form www.tpsassured.co.uk
- Or enclose the completed application form and post/submit to:
Compliance Team, TPS Assured, Telephone Preference Service, 70 Margaret Street, London W1W 8SS
E-mail: tpsassured@dma.org.uk
- Based on the information contained in your application form, the Scheme Administrator will provide you with a quotation to undertake the Pre-Audit (if selected) and the Audit.
The Audit costs contained in Schedule 4 are for a standard single site audit. Additional audit costs will be charged for applicants that require multi-site audits.

Once you have accepted the quotation the path to TPS Assured (Call Centre) certification begins.

7. Keeping up to date

The legal rules, regulations and best practice requirements governing telemarketing activity are subject to change and consequently the audit scope of TPS Assured (Call Centre) standard may need to reflect any changes that are introduced.

Organisations are advised to check that their handbook version is up to date.

TPS Handbook (Call Centre) updates can be found at www.tpsassured.co.uk

Section B

TPS Assured (Call Centre) audit process/conditions

1. TPS Assured (Call Centre) audit process

a. Preparation/audit scope

Each applicant will need to prepare for a Pre-Audit Consultation (if selected), Audit and Renewal Audits by reviewing the rules, regulations and best practice regulations that are included within the scope of the TPS Assured (Call Centre) Audit. Note that this scope may need to be updated to reflect changes to the law and applicants should check the latest version of the scope while preparing for an Audit.

The current scope of the TPS Assured (Call Centre) audit assesses whether call centres have appropriate policies, controls and operations in place to assist their clients achieve compliance with:

- a. The Privacy and Electronic Communications (EC Directive) 2003 (as amended) regulations (PECR) (See Schedule 1)
- b. Ofcom's statement of policy on the persistent misuse of an electronics communications network or service (as revised) (See Schedule 2)
- c. TPS Assured's guidance on outbound telemarketing best practice (See Schedule 3)

b. Application process

Based on the information provided in your application documents, the TPS Assured Scheme Administrator will issue your organisation with the following documentation:

- Where applicable, a quotation for the cost of the optional Pre-Audit Consultation service which requires signature and return
- Quotation for the cost of the Audit service which requires signature and return
- Invoice for the application fee, Pre-Audit Consultation or Audit where applicable
- Non-Disclosure Agreement(s) (NDA) for counter signature and return
- Further details of the information required for outbound telemarketing campaigns conducted in the past twelve months
- Advice and guidance on the information you will need to prepare prior to the Pre-Audit Consultation and Audit. This will include a step-by-step guide to each audit question and the type of specific evidence required.

c.) Pre-Audit Consultation (where applicable)

Upon application the Scheme Administrator and applicant will agree a mutually convenient date for the Pre-Audit Consultation.

The optional Pre-Audit consultancy is an opportunity for the applicant to undergo a confidential 'dummy' audit in which the Auditor provides advice and guidance on any aspect of the call centres policies, controls and operations that are non-compliant with the TPS Assured (Call Centre) standard.

This is typically (dependent on applicant size) a one day on-site consultation which will result in the Auditor compiling a GAP report that details any areas of non-compliance and specifies any remedial action that would be required to achieve compliance.

A further half-day is available for the Auditor to provide off-site consultancy to evaluate whether remedial actions that have been implemented are likely to be assessed as compliant.

Any Information arising from the Pre-Audit will remain confidential between the applicant and the Auditor and will not be disclosed to TPS.

In ideal circumstances the maximum time elapse between a Pre-Audit consultation and a formal Audit should be no longer than six months.

d. Audit

The Scheme Administrator and applicant will agree a mutually convenient date for the Initial site Audit(s).

During the site visit the TPS Assured Auditor will review the applicant's compliance with the current scope of the TPS Assured (Call Centre) standard.

The site audit will take place with the applicant's nominated representatives for telephony compliance management and best practice.

A separate site visit will typically be required for each call centre location used by the applicant. Each call centre will need to satisfy the TPS Assured (Call Centre) scheme criteria for certification to be awarded to the Applicant.

If the TPS Assured Auditor establishes that there are a number of minor non-conformities you will be usually required to give an undertaking to take corrective action by the time of the Renewal Audit.

e. Renewal audits

In most cases renewal audits will be undertaken by a TPS Assured Auditor via desk audits and telephone interviews.

Organisations that have either:

- been subject to significant organisational change which may have affected its telephony compliance management
- changed their call centre software/associated technology,
- made substantive changes to the location or infrastructure of their internal call centre(s)
- have breached or are under investigation for a breach of Schedule 1, 2 or 3 of this handbook

would be required to undergo a renewal site audit and incur the initial site audit costs (see Schedule 4 of this handbook)

f. Audit results

The TPS Assured Auditor will submit a report and recommendation to the TPS Assured Scheme Administrator covering the applicant's compliance or non-compliance with the TPS Assured (Call Centre) standard.

You will be informed in writing of whether or not your organisation has been awarded TPS Assured (Call Centre) certified status.

Successful applicants will be issued with a pass notification, TPS Assured (Call Centre) certification, scheme logo and guidelines on use of the scheme logo.

Unsuccessful applicants may reapply no sooner than six months after the date of the fail notification.

2. Additional requirements

a. TPS complaints/breaches

Any certified organisation which was found to be in breach of Ofcom Guidance and/or TPS Assured guidance on outbound telemarketing best practice (see Schedule 2 & 3 of this handbook) by the Information Commissioner, Ofcom, Direct Marketing Commission or any other regulatory body may have its certification suspended and be required to take immediate remedial action as determined by the TPS Assured Auditor. Failure to comply would lead to the withdrawal of the certification.

Schedule 1

The Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) PECR

Introduction

Call centres are not directly responsible for complying with PECR regulations and it is therefore not applicable for the TPS Assured (Call Centre) standard to assess PECR compliance as part of the Audit.

ICO guidelines make clear that it is the end user (referred to as the 'instigator') who has ultimate responsibility for ensuring that outbound telemarketing activity is undertaken in a fully compliant manner even if it uses a contractor to make calls on its behalf. So if the ICO needed to take enforcement action for a non-compliant campaign it would be taken against the instigator

1. TPS Assured (Call Centre) Audit

However, the TPS Assured (Call Centre) standard requires call centres to understand the obligations of its clients in meeting PECR regulations and ensure they have operational policies to help their client's check, achieve and maintain PECR compliance for all campaigns.

There are several specific areas that form part of the Audit:

1.1 Call centres must ensure that written contracts are agreed at the start of service provision that detail the clients and sub-contractors responsibilities for ensuring that telemarketing campaigns are conducted in a compliant manner. It is not sufficient to rely on contractual warranties or other assurances.

1.2 Call centres must also be able to demonstrate that they have an embedded process to satisfy themselves that consumer data used for outbound telemarketing has been obtained fairly and lawfully and that the individuals on a calling list have given their consent to their details being passed to their client for marketing purposes. Schedule 7 – 'Due Diligence Checklist –Third Party Consent' provides an example of a detailed checklist that should be forwarded by call centres to end users/clients to help them understand their legal obligations.

Where a call centre has been requested to source consumer data on behalf of its client, the checklist should also be used by call centres (as part of standard operational procedure) to undertake due diligence with list owners/managers.

1.3 Where TPS screening is appropriate, call centres should check that all calling data has been screened against the TPS register within 28 days of a call being made.

1.4 Call centres must be able to demonstrate that they have the capability to suppress the telephone numbers of individuals held on the client's in-house suppression file.

1.5 Call centres must maintain an in-house suppression/do not call list containing the numbers of individuals who have requested that they do not want to receive unsolicited sales and marketing calls from the client's organisation, even if their telephone number is not registered on the TPS.

1.6 Call centres must clean telephone data against their in-house, client specific suppression/do not call file before making any unsolicited sales and marketing calls on behalf of that client.

1.7 Call centres should ensure that call recipients are provided at the time of the call with the name of the organisation on whose behalf they are calling. On request, they should provide either a business address or a local rate number via which this organisation can be contacted.

2. End User (Instigator) compliance

For background purposes only the following is a summary of the PECR regulations applicable to all end user clients that instigate outbound telemarketing.

2.1 Clean telephone data against the TPS register no more than 28 days before making unsolicited sales and marketing calls where TPS screening is required or appropriate.

2.2 If third-party permission to make unsolicited sales and marketing calls is in place, provide evidence that your organisation was named as the third party that will be calling, such as generic copies of data capture forms/ telephone scripts from the first-party organisation which collected the data, or clean the data against the TPS register no more than 28 days before calling.

2.3 If you are making sales or marketing calls to numbers that have been registered on the TPS file for 28 days or more, demonstrate that you have the call recipients' permission to make such calls by providing specific data capture forms or call recordings which show that the call recipient has consented to receive such calls.

2.4 Maintain an in-house suppression/do not call file containing the telephone numbers of individuals who have requested that your organisation does not make unsolicited sales and marketing calls to them, even if their telephone number is not registered on the TPS.

2.5 Clean telephone data against your in-house suppression/do not call file before making any unsolicited sales and marketing calls.

2.6 If using an automated calling system to make sales or marketing calls via recorded message, demonstrate that you have call recipients' permission to make such calls by providing the specific data capture form or other evidence which shows that the call recipient has consented to receive such calls..

2.7 Ensure that call recipients are provided at the time of the call with the name of the organisation on whose behalf you are calling. On request, provide either a business address or a local rate number via which this organisation can be contacted.

For further guidance on PECR, see the ICO Direct Marketing Guidance: <https://ico.org.uk/media/for-organisations/documents/1555/direct-marketing-guidance.pdf> and The DMA Buying and Selling Data Toolkit: <http://www.dma.org.uk/article/the-dma-buying-and-selling-data-toolkit>

Schedule 2

Ofcom: Policy on the persistent misuse of an electronic communications network or service (guidance on adherence with The Communications Act 2003)

Ofcom defines 'misuse' of an electronic communications network or service as use that causes (or is likely to cause) persons "unnecessarily to suffer annoyance, inconvenience or anxiety". Using the network or service to "engage in conduct" that is likely to have such an effect is also defined as 'misuse'.

In order to be persistent, the misuse must represent a pattern of behaviour or practice ("likely to require a minimum of three instances"), or demonstrate recklessness. This could include continuing with behaviour when knowing or having been informed of its effect or likely effect; or failing to take "reasonable steps" to establish the likelihood of its causing annoyance, inconvenience or anxiety.

The following is a summary of the requirements of Ofcom's statement on the persistent misuse of an electronic communications network or service.

In order to be awarded the TPS Assured (Call Centre) standard applicants must be able to demonstrate that appropriate policies, controls, systems and operations are in place to ensure they are capable of conducting compliant outbound telemarketing campaigns on behalf of their clients.

1. Campaign Audit

Specifically the Auditor will request a listing of outbound telemarketing campaigns undertaken in the previous 12 months and will randomly select several campaigns to check that the dialer settings, data, records, tests and management reports were compliant with the following requirements

1.1 Use the Ofcom method for calculating the abandoned rate.

1.2 Where an abandoned call is made, play a brief recorded information message no later than 2 seconds after the call has been picked up, or no more than 2 seconds after the individual begins to speak (as applicable to the technology being used).

1.3 Ensure that this message details the identity of the organisation on whose behalf the call was made, a telephone number or address that the individual can contact to opt out of further marketing calls.

1.4 Ensure that the contact number given in this message is either freephone, a geographic number (01/02) or a UK-wide number at a geographic rate (03).

1.5 Keep dialer and other relevant statistics for a minimum of six months.

1.6 If a call is abandoned, ensure that the number is not called again for another 72 hours, unless it is guaranteed that there is an operator available to take the call.

1.7 If a call is identified by Answer Machine Detect (AMD) as being answered by an answering machine, ensure that the number is not called again for another 24 hours, unless it is guaranteed that there is an operator available to take the call.

1.8 Maintain results of any live sampling or scenario testing undertaken when calculating AMD false positive rates, showing how they were factored in to abandoned call rates.

1.9 Show that testing was undertaken on different, representative times of day and days of the week, as well as on a per-campaign basis.

1.10 If the dialer is upgraded or dialing patterns are reconfigured, or other material changes are made to the AMD, show that testing was carried out again.

1.11 If using AMD, always use an Ofcom method of calculating false positive rates and factoring them in to your abandoned call rates.

1.12 Ensure that abandoned call rates are kept below a maximum of 3% of live calls, per campaign or per call centre, over any 24-hour period.

1.13 Keep records for at least six months showing that the abandoned rate of calls remains below this.

1.14 Calls that are not answered must ring for a minimum of 15 seconds before being terminated. Keep records showing calls are allowed to ring for 15+ seconds before termination.

1.15 Always ensure that a Caller Line Identification (CLI) number is presented for outbound calls

1.16 If a call to a UK individual is being made from overseas, the words 'International' may be used in place of a CLI number where technological limits prevent the presentation of a CLI number.

1.17 Show that the CLI number that is presented for outbound calls can (a) receive return calls, and (b) is either a geographic number (01/02/03) or a non-geographic number adopted as a presentation number.

2. Policy audit

There are some areas of Ofcom policy that are not auditable by reviewing campaign data but they must be included as part of a call centre's standard operational policy:

2.1 With regard to abandoned calls ensure that these messages are not used as a marketing opportunity.

2.2 Do not engage in number-scanning ('pinging').

2.3 Do not engage in fax-scanning.

2.4 Do not present inauthentic or misleading CLI numbers. Do not send CLI numbers from which it is not possible for the individual to identify the caller and / or return the call.

2.5 Do not present CLI numbers that are allocated as premium rate or revenue sharing numbers.

Schedule 3

TPS Assured's guidance on outbound telemarketing best practice

In order to be awarded the TPS Assured (Call Centre) standard applicants must be able to demonstrate that appropriate policies, controls, systems and operations are in place to ensure they are capable of conducting compliant outbound telemarketing campaigns on behalf of their clients.

1. Campaign Audit

Specifically the Auditor will request a listing of outbound telemarketing campaigns undertaken in the previous 12 months and will randomly select several campaigns to check that the dialer settings, data, records, tests and management reports were compliant with TPS Assured best practice guidelines:

1.1 When undertaking outbound calls, you must provide a free or local rate valid Caller Line Identification (CLI) number to which a return call may be made.

1.2 You must maintain a verification process for regulation, compliance and best practice standards. The verification process must cover the processes that are necessary for compliance and the records needed to demonstrate compliance.

1.3 Quality assurance procedures and measures must be created to monitor compliance at the start of each campaign. The records kept should include:

- Dialer compliance reports
- Copy of agent script for campaign
- Campaign execution rules, e.g. dialing times, retry counts, abandoned call message handling etc
- Do not call (DNC) in-house suppression list management processes
- Complaints

1.4 Complaints that need further investigation must receive an acknowledgement communication and details of the organisation's complaints procedure with a timeline to manage the customer's expectations.

1.5 Staff must be trained in the requirements of the TPS and how to respond to call recipients who say that they are registered on the TPS.

1.6 Ensure that you undertake due diligence checks on any data that you source from a third party. Call centres must also be able to demonstrate that they have an embedded process to satisfy themselves that consumer data used for outbound telemarketing has been obtained fairly and lawfully and that the individuals on a calling list have given their consent to their details being passed to you as a named third party for marketing purposes. Schedule 7 – 'Due Diligence Checklist –Third Party Consent' provides an example of a detailed checklist that should be forwarded by call centres to end users/clients to help them understand their legal obligations. (See Schedule 1 – 1.2)

1.7 Your organisation must have a data security policy that sets out how you ensure that personal information is treated fairly, lawfully and correctly, and is in compliance with the requirements of the Data Protection Act 1998 (DPA).

1.8 Your organisation should appoint a designated person or persons who are aware of, and responsible for, its compliance with the DPA and PECR relating to the security of personal data, in connection with its telemarketing activities.

1.9 Only make sales or marketing calls within the hours of Monday to Friday 8am to 9pm and at weekends between 9am and 9pm unless an express invitation to do so has been received.

1.10 Where the dialing result of an outbound call attempt is no answer or answerphone, the maximum number of dial attempts in a single day should be limited to 3 for any individual customer telephone number and account.

1.11 The following minimum redial intervals are recommended unless specifically requested otherwise:

Busy	10 minutes
Number unobtainable	120 minutes
No answer	120 minutes
Answerphone	120 minutes

2. Policy Audit

There are some areas of TPS Assured guidance that are not auditable by reviewing campaign data but they must be included as part of a call centres' standard operational policy:

2.1 At the beginning of the call volunteer the name of the advertiser/the organisation on whose behalf the call is being made, and repeat this information on request.

2.2 If requested, give the full contact details of the advertiser/organisation on whose behalf the call is being made.

2.3 If you are making a sales or marketing call on behalf of another organisation, on request you must disclose your own organisation's name, address and telephone number.

2.4 You must clearly state at the beginning of the conversation all commercial purposes of the call and must restrict the content of the call to matters directly relevant to these purposes.

2.5 Contact centres undertaking outbound calling activity must have a written complaints policy. As a minimum the following information should be collected:

- Date of complaint
- Date complaint settled
- Reason for complaint
- Outcome
- Whether complaint was escalated
- Tracking back to agent/campaign
- Handled within service level agreement

2.6 If the complaint cannot be settled within a seven-day period, the person who made the complaint should be contacted to be advised of the reason for the delay with a timeline by which it is expected that the complaint will be resolved.

2.7 The minimum information each complainant should receive is:

- Name of contact person handling complaint
- Telephone number to contact person handling complaint
- Details of when the investigation should be completed
- Organisation's complaints procedure

2.8 In the event of a customer remaining dissatisfied, they must be advised of the organisation's escalation procedure.

2.9 Pass any opt-out requests or data correction details to the client/third-party that you sourced the data from, in order to assist them in keeping the data accurate and up to date.

2.10 If call recipients ask where you got their data from, you must tell them. This requires that agents know the data source.

2.11 All files containing personal data should be password protected and no-one should have access to personal data unless they are directly involved in the process of its preparation or use.

2.12 Avoid calling consumers on public/national/religious holidays.

Schedule 4

Application, audit and consultancy fees

Application fees

Application fees of £500 plus VAT are charged for both initial and subsequent annual renewal audits on acceptance of the audit quotation. Application fees are non-refundable.

Pre-Audit Consultancy fees (Optional)

The standard cost for a Pre-Audit Consultation is £2,500 plus VAT

This will include a one day consultancy site visit to identify any areas of non-compliance with the TPS Assured (Call Centre) standard. This will result in the production of confidential report/GAP analysis and up to half a day's further remote consultation to determine whether the applicant has taken or is proposing corrective action that would meet the requirements of the standard.

The Pre-Audit also enables the Auditor to check on the resourcing and cost required to undertake the Audit. For example, the applicant may require several sites to be assessed with different dialer equipment, operations and clients.

Audit fees

Initial site audit

Based on the information contained in your application form, TPS Assured will provide you with a quotation to undertake the TPS Assured (Call Centre) audit.

As a general guide, the cost for a standard single site audit is £4,000 plus VAT per site assessed.

Additional audit costs will be quoted/charged for multi-site audits or where the size or complexity of the organisation's telemarketing activity requires more than a standard day audit.

Organisations that require more than one site audit to achieve certification will be provided with a discounted multi-site quotation.

Renewal audits

These are typically desk/telephone based and cost £1,500 plus VAT per site assessed.

Note that in some circumstances (typically following a breach of the TPS Assured (Call Centre) Scheme Assessment Criteria a renewal audit may need to include a site audit (see *Initial site audit* costs above)

Additional consultancy

Day rate for TPS Assured Auditor consultancy services is £900 plus VAT per day plus out of pocket expenses.

Schedule 5

TPS Assured (Call Centre) terms and conditions

Definitions

In these terms and conditions the following words and phrases shall have the meaning as set out below:

1. The 'Assessment Criteria' shall mean the assessment criteria listed in Schedule 1, 2 and 3 of the TPS Assured Handbook.
2. The 'Organisation' shall mean the call centre organisation that submits the application or renewal application to be certified to the TPS Assured Scheme.
3. The 'Scheme Administrator' shall mean the Compliance Department of The Telephone Preference Service (Advisory Services) Ltd or such other organisation appointed as the Scheme Administrator acting in its capacity as administrator for the TPS Assured Schemes.
4. The 'Application Document' shall mean a completed TPS Assured (Call Centre) application form submitted by the organisation at the time of submitting an initial or renewal application to the Scheme Administrator.
5. The 'Application Fee' shall mean the fee paid by the Organisation following the submission of an application form to the Scheme Administrator and the acceptance by the Organisation of the TPS Assured (Call Centre) quotation for the Pre-Audit Consultation (where applicable) and Audit fees.
6. The 'TPS Assured (Call Centre) Scheme' shall mean the outbound telemarketing audit and certification service developed by The Telephone Preference Service (Advisory Services) Ltd.
7. The 'TPS Assured Auditor' shall mean auditors employed by TPS Assured or any third-party organisation appointed by TPS Assured to provide audit services.
8. The 'TPS Assured (Call Centre) Certificate of Compliance' shall mean an annual certificate issued by TPS Assured to an organisation that has been audited and has been found to be compliant with the Assessment Criteria.
9. The 'Pass Notification' shall mean a written communication from the Scheme Administrator to inform an organisation that it has met the Assessment Criteria and will be awarded a TPS Assured (Call Centre) Certificate of Compliance.
10. The 'Fail Notification' shall mean a written communication from the Scheme Administrator to inform an organisation that it has not met the Assessment Criteria and will not be awarded a TPS Assured (Call Centre) Certificate of Compliance.
11. Pre-Audit Consultation means an optional consultancy service that provides a confidential assessment of an Organisation's current operations to identify any potential areas of non-compliance prior to a formal audit.
12. Audit means a formalised on-site assessment of whether the Organisation is compliant with the current scope of the TPS Assured (Call Centre) standard.
13. Pre-Audit Consultation fee means the fee payable by the Organisation to the Scheme Administrator for the provision of optional consultancy services.

14. 'Audit Fee' means the fee payable by the Organisation to the Scheme Administrator for the initial or renewal audit in accordance with clause 24 of these Terms and Conditions.
15. 'Scheme Logo' means the logo relating to the TPS Assured (Call Centre) Scheme as set out in Schedule 6.
16. 'PECR Regulations' means The Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended).
17. 'TPS Assured (Call Centre) Handbook' means the handbook relating to the TPS Assured (Call Centre) Scheme as revised by the Scheme Administrator from time to time.

Submission of application

1. The Organisation applying for the TPS Assured (Call Centre) Scheme confirms that before submitting an Application Document it has read and understood the Assessment Criteria for the TPS Assured (Call Centre) Scheme applicable at the time.
2. The Organisation applying for the TPS Assured (Call Centre) Scheme confirms that before submitting an Application Document it has prepared a listing of all outbound telemarketing campaigns undertaken on behalf of end users in the previous 12 months from the date of application and can provide the Auditor with access to supporting dialer settings, data, records, tests and management reports for each campaign listed that are not client confidential.
3. A completed and accurate Application Document and attachments must be submitted to the TPS Assured Scheme Administrator.
4. Upon receipt of the Application Document the Scheme Administrator will validate that the Organisation is a supplier of outsourced, outbound telemarketing services and thereafter issue the Organisation with pre-audit/audit quotations, application fee and audit fee invoices and a copy of the Non-Disclosure Agreement(s) for signing and return,
5. The Organisation accepts that the Application Fee is non-refundable.
6. The Organisation accepts that the TPS Assured (Call Centre) site audit cannot take place until all information has been supplied and the Scheme Administrator is satisfied that the information supplied meets the requirements of the scheme.
7. The Organisation agrees to allow the TPS Assured Auditor to access any complaint information held by TPS about the Organisation and any other organisation in the same group. Access to this information is for the sole purpose of enabling the TPS Assured Auditor to identify any potential compliance issues with the Assessment Criteria.

Auditors

8. The Organisation accepts that the Scheme Administrator may use both TPS Assured Auditors and external consultancies and specialists to conduct Pre-Audit Consultations, Audits and Renewal Audits.

Pre-Audit Consultations

9. The Scheme Administrator accepts that the Pre-Audit Consultation is an optional service that can be requested or declined by the Organisation.
10. The Scheme Administrator accepts that any Information arising from the Pre-Audit will remain confidential between the applicant and the Auditor and will not be disclosed to TPS.
11. The Organisation accepts that the Pre-Audit Consultation is a separate independent process from the Audit. As a consequence, the assessment, advice and guidance provided by the consultation does not guarantee that the Organisation will meet the criteria of the standard and achieve certification when a formal Audit is subsequently undertaken.

12. The Organisation accepts that the Pre-Audit Consultation will be conducted with the Organisation's Compliance Manager(s) that have the necessary knowledge and information to provide the consultant with accurate and up to date operational information for all call centre sites and the authority to take corrective action on any areas that are assessed as non-compliant.
13. The Organisation accepts that the maximum time elapse between a Pre-Audit Consultation and a formal Audit should be no longer than six months.

Audit

14. Where applicable, Organisations that have undertaken a Pre-Audit Consultation will notify the Scheme Administrator when they are ready to undergo a formal Audit.
15. Once application documentation has been supplied and satisfactorily reviewed, the Scheme Administrator will appoint a TPS Assured Auditor and make arrangements for the date(s) of the site audit.
16. The Scheme Administrator will determine the location of the site audit and number of site audits based on the information contained in the Application Document.
17. Where an Organisation operates more than one call centre site for its outbound telemarketing:
 - Campaign information will need to be submitted for each call centre
 - A separate site audit will be required for each call centre
 - Each site audit will be subject to payment of an initial site or renewal audit fee (see Schedule 4)
 - Each site will be separately assessed for compliance
 - Unless otherwise recommended by the Auditor, all call centre sites will need to meet the Assessment Criteria for the Organisation to be awarded a TPS Assured (Call Centre) Certificate of Compliance

Certification

18. The TPS Assured Auditor will undertake site visit(s) to review and discuss submitted application documentation, declarations, listings of all outbound telemarketing campaigns and request any evidence to demonstrate compliance with the audit criteria. The Auditor may also seek additional documentation and clarification to determine whether the Organisation complies with the Assessment Criteria.
19. The TPS Assured Auditor shall submit to the Scheme Administrator a report covering the Organisation's compliance or non-compliance with the Assessment Criteria.
20. If the TPS Assured Auditor identifies that the Organisation has a number of minor non-conformities with regard to the Assessment Criteria, the Scheme Administrator will request a separate undertaking from the Organisation that the minor non-conformities will be corrected within twelve months.
21. The Organisation accepts that if, in the opinion of the TPS Assured Auditor, the number and type of minor non-conformities are sufficient to warrant the issue of neither a Pass Notification nor a Fail Notification, the Scheme Administrator will request nominated representatives of the TPS Board to make a final decision on whether or not to issue a Pass Notification or a Fail Notification.
22. On receipt of the audit report or the nominated representatives of the Telephone Preference Service (Advisory Services) Ltd.'s Board decision, the Scheme Administrator will communicate the TPS Assured Auditor's decision by either issuing the Organisation with a Pass Notification and TPS Assured (Call Centre) Certificate of Compliance or a Fail Notification that is included within the scope of the Non Disclosure Agreement.
23. The Organisation's annual period of certification will be determined by the Scheme Administrator.

Audit Fees

24. The Organisation agrees to pay the agreed audit fee invoice within the specified time period and always before the Audit is undertaken.

Reapplication following a Fail Notification

25. Following a Fail Notification, the Organisation may wish to re-apply after six months have elapsed from the date of the Fail Notification. A reapplication would incur the standard Application/Audit Fees and follow the procedure as listed in clauses 1-13 of these Terms and Conditions.

Use of logo/publicity and promotion

26. The Scheme Logo may be used by the Organisation holding a current and valid TPS Assured (Call Centre) Certificate of Compliance in accordance with Schedule 6 of the TPS Assured Handbook
27. The Scheme Logo must not be used on products or packaging or in any way that implies endorsement by TPS or TPS Assured.
28. In order to maintain the integrity of the TPS Assured Scheme, the Organisation agrees not to make any misleading statements concerning the Application Document or TPS Assured (Call Centre) Certificate of Compliance to any third party or within its own marketing communications (whether used for internal or external purposes), and it will use its best endeavours to ensure that no-one connected with it gives any such misleading impression.

Withdrawal/Suspension of TPS Assured Certificate of Compliance

29. The Scheme Administrator may decide to terminate or suspend at its discretion the TPS Assured (Call Centre) Certificate of Compliance of the Organisation with immediate effect if any of the following events occur:
 - The Organisation has been fined or adjudicated against by Ofcom/ICO/DMC or any other regulatory bodies for breaching any part of Schedules 1, 2 or 3 of the TPS Assured (Call Centre) Handbook.
 - The Organisation is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order should be made or a resolution passed for the liquidation, administration, winding up or dissolution of the Organisation (other than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer should be appointed over all or any substantial part of the assets of the Organisation, or the Organisation should enter into or propose any composition or arrangement with its creditors generally or anything analogous to the foregoing shall occur in any applicable jurisdiction.
 - The Organisation submits an Application Document for the purposes of a renewal but, through reasons entirely attributable to the Organisation, the audit date is unable to be set before the expiry date of the previous TPS Assured (Call Centre) Certificate of Compliance
 - The Organisation ceases or threatens to cease to carry on its business or substantially the whole of its business or disposes of its undertaking or part thereof
 - The Organisation does not remedy any non-compliance in timely manner in accordance with clauses 20-21 of these Terms and Conditions

Consequences of suspension of TPS Assured (Call Centre) Certificate of Compliance

30. In the event that the Scheme Administrator suspends the Organisation's TPS Assured (Call Centre) Certificate of Compliance in accordance with clause 29 of these Terms and Conditions, the Organisation may be required to undergo special audit visits by the TPS Assured Auditor to determine that the Organisation has put in place policies and procedures to ensure that it is compliant with the Assessment Criteria.

The location, duration and frequency of special audit visits shall be determined by the Scheme Administrator and will be quoted/charged as per Schedule 4 of the TPS Assured Handbook.

Termination of TPS Assured (Call Centre) Certificate of Compliance

31. Either party may terminate the TPS Assured (Call Centre) Certificate of Compliance immediately by notice in writing to the other:

- if the other party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order should be made or a resolution passed for the liquidation, administration, winding up or dissolution of the Organisation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer should be appointed over all or any substantial part of the assets of the other party, or the other party should enter into or propose any composition or arrangement with its creditors generally or anything analogous to the foregoing shall occur in any applicable jurisdiction.
- Without cause by giving 90 calendar days' notice in writing to the other.

32. The Scheme Administrator may terminate the TPS Assured (Call Centre) Certificate of Compliance immediately by notice in writing if:

- The Organisation commits any material breach of these Terms and Conditions which is capable of remedy and fails to remedy the same within 60 calendar days of notice from the other party requiring such remedy
- The Organisation commits any material and irremediable breach of the Terms and Conditions or repeats any such breach, as has previously been the subject of a notice under this clause 32 of these Terms and Conditions
- The Organisation ceases or threatens to cease to carry on its business or substantially the whole of its business or disposes of its undertaking or part thereof
- The Scheme Administrator has suspended the TPS Assured (Call Centre) Certificate of Compliance for a period of more than 6 months

33. Upon the TPS Assured (Call Centre) Certificate of Compliance being terminated during a 12-month certification period, the Organisation shall not receive reimbursement of any fees for the remaining outstanding period.

Consequences of termination of TPS Assured (Call Centre) Certificate of Compliance

34. Following termination of TPS Assured (Call Centre) Certificate of Compliance, the Organisation must immediately:

- a. Remove all references to the TPS Assured (Call Centre) Certificate of Compliance and Scheme Logo and any references to the TPS Assured Scheme and shall, if requested by the Scheme Administrators, confirm in writing to the Scheme Administrator that all such references have been removed
- b. Destroy or return its current TPS Assured (Call Centre) Certificate of Compliance to the Scheme Administrator within 30 days of the date of termination and shall, if requested by the Scheme Administrator, confirm in writing to the Scheme Administrator that such certificate and all copies have been destroyed

Renewals

35. The Scheme Administrator shall, three months prior to the renewal date of the TPS Assured (Call Centre) Certificate of Compliance, send the Organisation a reminder and a renewal Application Document
36. If the Organisation wishes to renew its certification it will complete the processes and procedures described in clauses 1-13 of these Terms and Conditions in sufficient time so that the audit can be completed on or prior to the renewal date of the certification.
37. The Organisation accepts that the renewal Application Fee is non-refundable.
38. For renewals, most audits are likely to be desk/telephone based and charged at the renewal audit rate as set out in Schedule 4 of the TPS Assured (Call Centre) Handbook.
39. Based on the information supplied in the renewal Application Document the Scheme Administrator may require the audit to be conducted via a site visit. This may be required where, for example,
 - the Organisation has been the subject of significant organisational or ownership change which may have affected its compliance management activities
 - the Organisation has made substantive changes to the location or infrastructure of its operations
 - the Organisation has made substantive changes to its call centre software/associated technology which potentially may have affected its compliance with the TPS Assured (Call Centre) standard.
 - following the issue of a TPS Assured (Call Centre) Certificate of Compliance certification, the Organisation may have been in breach of the TPS Assured (Call Centre) Assessment Criteria.

In these circumstances the Organisation will be quoted/charged as per Schedule 4 of the TPS Assured (Call Centre) Handbook.

40. The Assessment Criteria may be reviewed and amended on an annual basis by the Scheme Administrator or on an ad-hoc basis following changes to laws, regulations, guidance or best practice. Upon its application for renewal the Organisation will be audited against the revised Assessment Criteria.
41. If the Organisation decides not to renew its TPS Assured Certificate (Call Centre) of Compliance beyond the expiry date which is specified on the TPS Assured (Call Centre) Certificate of Compliance, the TPS Assured (Call Centre) Certificate of Compliance is deemed to be terminated from that date and the Organisation will be required to comply with clause 34 of these Terms and Conditions.

Force Majeure

42. Neither party to these Terms and Conditions will hold the other responsible for failure to carry out undertakings due to factors outside the control of either party, including, but not limited to, Acts of God, labour disputes, strikes, lock-outs, shortages of material or labour, fire, flood, criminal acts or unexpected failure of properly maintained and serviced machinery or equipment.

Jurisdiction

43. These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

Ownership of TPS Assured and branding

44. The TPS Assured (Call Centre) Certificate of Compliance and the right to use the Scheme Logo shall remain the property of TPS Assured. The Organisation agrees not to assign, charge, licence, transfer or otherwise deal with them in any way.

Limitation of Liability

45. The TPS Assured Scheme, the Scheme Administrator, the TPS Assured Auditor and The Telephone Preference Service (Advisory Services) Ltd will not be held liable by either TPS Assured (Call Centre) applicants or Organisations holding a TPS Assured (Call Centre) Certificate of Compliance for any compliance breaches of the rules, regulations, guidance and good practice contained in Schedules 1- 3 of the TPS Assured Handbook. This limitation applies to all and any breaches that have occurred before, during or after the Organisation has applied to the TPS Assured Scheme or holds a TPS Assured (Call Centre) Certificate of Compliance
46. Except for liability for death or personal injury directly resulting from the TPS Assured (Call Centre) Scheme, or the Scheme Administrator's or the TPS Assured Auditor's or The Telephone Preference Service (Advisory Services) Ltd's acts or omissions, the TPS Assured Scheme's, the Scheme Administrator's, the TPS Assured Auditor's and The Telephone Preference Service (Advisory Services) Ltd's liability in respect of any single event or series of events for breach of its obligations in these Terms and Conditions shall be strictly limited to the amounts payable by the Organisation to the Scheme Administrator in the 12 months preceding the date of the event or events giving rise to the loss.

Insurance

47. The Scheme Administrator reserves the right to require the Organisation to produce satisfactory evidence that it has in force satisfactory insurance coverage for the purpose of meeting any third-party liability.

Complaints

48. If the Organisation has cause to complain regarding the provision of the TPS Assured (Call Centre) Scheme, the complaint must be made to the Scheme Administrator. The Scheme Administrator will investigate the complaint in a timely and responsible manner.

Assignment

49. The Telephone Preference Service (Advisory Services) Ltd may assign its obligations under these Terms and Conditions to any company as defined in accordance with s1159 of the Companies Act 2006 and any other corporate body that The Telephone Preference Service (Advisory Services) Ltd has an interest, shares, control or affiliation with.

Appeals

50. Where the Organisation is unable to resolve any dispute relating to the TPS Assured (Call Centre) Scheme by discussion with the Scheme Administrator, it may appeal in writing to the Telephone Preference Service Ltd Board.

Notices

51. Any notice to be given under these Terms and Conditions shall be in writing and shall be sent by first class registered post, by hand, by fax or by email (and in the case of fax or email confirmed by first class mail) to the address of the relevant party or to the relevant fax number or email address set out therein provided that confirmation is received of complete transmission as set out below. Notice may be given of such other contact address, number or location as each party notifies the other of so long as this shall be in accordance with clauses 51/52 of these Terms and Conditions.
52. Notice sent shall be deemed to have been received three working days after the day of posting (in the case of inland first class) or the next working day after transmission (in the case of fax messages or email but only if a transmission report is generated confirming that all pages were successfully transmitted or confirmation of receipt notice is received by sender confirming that the fax or email was sent, and on the day of delivery if delivered by hand
 - in the case of an Organisation to contact address or number indicated on its Application Document
 - and in the case of the TPS Assured (Call Centre) Scheme to the contact address or number indicated in the Scheme Handbook.

Schedule 6

Use of TPS Assured (Call Centre) Scheme logo

TPS Assured logo colour:

When appearing in print, the TPS Assured (Call Centre) main colour should be C=83% M=33% Y=63% K=24%

When appearing in web, the TPS Assured (Call Centre) main colour should be R=33 G=108 B=92

TPS Assured logo minimum size:

When appearing in print, the minimum size of the TPS Assured (Call Centre) logo (including the text) is 12mm wide.

For online purposes, the minimum size for the complete TPS Assured (Call Centre) logo (including the text) is 50 pixels wide.

Artwork:

The Scheme Logo should be reproduced using artwork provided by the Scheme Administrator.

Implied endorsement:

The Scheme Logo must not be used on products or packaging or in any way that implies endorsement by TPS Assured (Call Centre) and /or the Scheme Administrators and /or the Scheme Auditors.

Coupons:

The Organisation holding a current and valid TPS Assured (Call Centre) Certificate of Compliance should not use the Scheme Logo within a response coupon or next to credit card or other payment symbols.

Text:

The Organisation holding a current and valid TPS Assured (Call Centre) Certificate of Compliance is encouraged to use the Scheme Logo in combination with text to clarify or explain the TPS Assured (Call Centre) Scheme, although the Scheme Administrator reserves the right to object to any wording thought to be inappropriate.

Schedule 7

Due diligence checklist – third party consent

Introduction

Any organisation using third party consumer data for outbound telemarketing purposes must first undertake suitable checks to ensure that the data owner obtained the data fairly and lawfully and that the individuals on the list gave their consent to their details being passed to a third party for marketing purposes.

The TPS Assured 'Due Diligence' checklist (see below) is multi-purpose and can be used by all stakeholders in the buying and selling of consumer data for telemarketing purposes.

Both the TPS Assured and TPS Assured (Call Centre) standards recommend that this checklist (or similar) always forms part of the due diligence processes required to satisfy the Audit criteria.

End users

The checklist provides a summary of the 'due diligence' questions that should be posed by an end user to list owners/managers to determine whether data is fully compliant for third party use. It can also form the basis of written contracts between end users and list managers/list owners confirming the reliability and provenance of the list.

Note that the ultimate responsibility for telemarketing compliance rests with the end user/client and not with their agents or providers of outsourced services.

Although the checklist details most of the areas that should be evaluated, end users may also need to ask additional questions or gather evidence to satisfy themselves that the necessary permissions and consents have been obtained.

Call centres

The TPS Assured (Call Centre) standard recognises the role that call centres can play in helping their clients conduct compliant campaigns.

The standard requires call centres to demonstrate that they have processes and policies to ensure that end user clients should only supply them with fully compliant data for outbound telemarketing purposes.

Call centres can also use the checklist if they are requested by end users to source data for telemarketing campaigns. The submissions received from list owners/managers can then be forwarded to end users who are ultimately responsible for undertaking a final due diligence check and the arrangement of commercial terms and written contracts.

List owners/List managers

List owners and their representatives can also use the checklist as a standard template to ensure that their sales material/data cards contain answers to the 'due diligence' questions that are likely to be posed by many different end users and call centres.

List managers should ensure that list owners are the sole authors of the 'due diligence' answers.

Initial checks by end users/call centres

Before you start to consider the questions in the checklist below there are some basic guidelines that are worth considering at the outset:

Single source or multi-source list? Sometimes consumer data for outbound telemarketing campaigns are sourced from several different lists and then merge/purged into a de-duplicated calling list. Obviously, there may be important variations in how each source list was compiled and how consent was obtained. So ensure that a checklist is completed for each primary source of consumer data.

Methodology for obtaining consent? For the sake of absolute clarity it may also be worthwhile using separate checklists for one source of data if there have been substantial variations in the way the data was collected and the method used for obtaining consent.

Source of information? It obviously makes sense to obtain list information directly from the list owner (or the list manager acting as their agent) as they have the responsibility for providing accurate and up to date information. It is also recommended that the end user checks whether the seller is a member of a professional body or has some other type of accreditation.

Latest version/list volumes? Remember that a consumer can withdraw consent at any time so the data owner has to ensure that the name is deleted from any consent based marketing uses. So undertake due diligence as a first step but don't rely on final counts until the last minute.

Use by date? To save you from a lot of unnecessary paperwork you might want to first check when the list was compiled and consent obtained. As a general rule of thumb, a third party organisation should not make contact by phone if the consumer gave his/her consent more than six months ago (see Q 4&5)

Checklist usage/purpose (tick one)

	End User of third party data <input type="checkbox"/>	Call centre (if applicable) <input type="checkbox"/>	List owner <input type="checkbox"/>	List manager (if applicable) <input type="checkbox"/>
	To undertake due diligence with list owner/managers and agree written contracts for the supply of data	To help end users check that have undertaken due diligence with list owners/managers To source data for end users for telemarketing campaigns.	To provide list buyers with accurate and up to date consent information on a specific list	To provide list buyers with accurate and up to date consent information on the list on behalf of the list owner

Details of list owner/manager and third party data users

	End User of third party data	Call centre (if applicable)	List owner	List manager (if applicable)
Company name and trading names				
Address				
Company Registration No.				
ICO Registration No.				
Membership/ Accreditations				
Company website URL				
Name of day to day contact				
Telephone				
Mobile				
E-mail				
Name of director or manager of compliance				
Telephone				
Mobile				
E-mail				

Note: The following checklist references the following documents:

ICO Direct Marketing Guidance:

<https://ico.org.uk/media/for-organisations/documents/1555/direct-marketing-guidance.pdf>

The DMA Buying and Selling Data Toolkit:

<http://www.dma.org.uk/article/the-dma-buying-and-selling-data-toolkit>

Due diligence checklist				
	Questions - by end user/call centre	Answers and supporting proof from list owner/managers	End user assessment. 1) Compliant, 2) Non –compliant 3) Seek further explanations/ evidence?	TPS Assured (Call Centre) standard Schedule 1, 2 and 3 cross references ICO Direct Marketing Guidance cross references
Q1	Name and description of list		N/A	N/A
Q2	Approximate number of consumer records available on this list?		N/A	N/A
Q3	Has the list been compiled by any other organisation other than the list owner detailed above?			Schedule 1 – 1.2 ICO Direct Marketing Guidance - paragraphs 164 - 167
Q4	When was the list compiled and over what duration?			Schedule 1 - Question 1.2 ICO Direct Marketing Guidance - paragraphs 164 - 167
Q5	When was consent obtained?			Schedule 1 - Question 1.2 ICO Direct Marketing Guidance - paragraphs 164 - 167
Q6	Who obtained the consent and in what context?			Schedule 1 - Question 1.2 ICO Direct Marketing Guidance - paragraphs 164 - 167

Q7	What method was used to obtain consent e.g was it opt-in or opt-out?			Schedule 1 - Question 1.2 ICO Direct Marketing Guidance - paragraphs 164 - 167
Q8	If telephone marketing was used to obtain consent, what script was used, how do you record all calls and how long are these call records kept for?			Schedule 1 - Question 1.2 ICO Direct Marketing Guidance - paragraphs 164 - 167
Q9	Was the list compiled using more than one method of obtaining consent? If yes confirm all methods used.			Schedule 1 – Question 1.2 ICO Direct Marketing Guidance - paragraphs 164 - 167
Q10	How was the information regarding consent presented to the consumer? E.g. behind a link, in a footnote, in a pop up box, in a clear statement next to the opt-in box?			Schedule 1 - Question 1.2 ICO Direct Marketing Guidance - paragraphs 164 - 167
Q11	Did the consent specifically mention acceptance of receiving telephone calls?			Schedule 1 - Question 1.2 ICO Direct Marketing Guidance - paragraphs 96 - 102
Q12	Did the consumer provide consent to being contacted by the listing of a specific organisation's name or was the consent to disclosure to any third party?			Schedule 1 – 1.2 Schedule 1 - 2.2 ICO Direct Marketing Guidance - paragraphs 96 – 102
Q13	Has the list been regularly screened against the TPS and within the last 28 days?			Schedule 1 – 1.3 Schedule 1 – 2.1
Q14	How does the list owner ensure that the list is quickly updated to remove the names of consumers that have withdrawn their consent?			Schedule 1 – 1.4 Schedule 1 – 2.4

Statements/authorised signatories

1. List owner statement to end user

"The answers to the questions above are true and accurate to the best of my knowledge"

Name
Position
Name of company
Date

2. End user statement to internal or external call centre

"We confirm that we have undertaken due diligence on the above data and are satisfied that it is compliant for telemarketing activities"

Name
Position
Name of company
Date

3. Call centre sourcing data on behalf of end user

"We confirm that we have undertaken due diligence on your behalf but it remains your responsibility to satisfy yourselves that the data above is compliant for telemarketing activities."

Name
Position
Name of company
Date

Document details

Revisions

This document will be updated by amendment or revision. Users of this document should make sure that they possess the latest amendments or editions.

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To use this document in relation to TPS Assured (Call Centre) contact The TPS Assured Scheme Administrator (see address below).

To reuse this document for any other purpose than TPS Assured (Call Centre) please contact The Scheme Administrator.



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