

Commercial-in-Confidence

**Formal Complaint to
the Infocomm Development Authority of Singapore
about Singtel's Breach of Its Duties Under Its Licence to
Provide Facilities-Based Operations, the
Telecommunications Act and Related Codes of
Practice, Standards, Guidelines and Best Management,
Internal Control, Accounting and Service Practices**

Parties being complained against:

- 1) Singapore Telecommunications Limited (199201624D); and,**
- 2) Ms Chua Sock Koong, the SingTel Group CEO; and,**
- 3) Mr Allen Lew, CEO Singapore**

Party complaining:

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2 May 2011

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1. Introduction

1.1 Initial notification of complaint to the Infocomm Development Authority of Singapore (IDA)

This formal complaint has been written in follow up to correspondence with the IDA starting with an initial notification of complaint sent in a letter to the IDA's CEO on 6th April 2011 (see **Appendix A** of this document).

This complaint is made by Stanton, Emms & Sia as a defined end user under Section 1.9 (j) of the Code of Practice for Competition in the Provision of Telecommunications Services 2010 and under the provisions of Section 11 of the said code titled "Administrative Procedures" and sub-section 11.4.1 titled "Requests for Enforcement by a Private Party". It is made against Singapore Telecommunications Limited, which is defined as a designated telecommunications licensee under the Telecommunications Act.

Receipt of our letter of 6 April 2011 was only acknowledged by IDA on 20 April 2011, the date on which we received a fax from Mr Ong Tong Seng, IDA's Director (Competition and Market Access). In view of the seriousness of this issue, we were extremely surprised that it took the IDA so long to acknowledge receipt of our letter of 6th April 2011. We are not sure whether this arose from:

- some form of inefficiency within IDA; or,
- whether IDA's delay in acknowledging our letter resulted from Singtel's lack of response to the IDA's initial follow up with them of the complaints made in our letter to IDA.

If Singtel was responsible for the delay in IDA acknowledging our letter, i.e. the inordinate delay in responding between 6th April 2011 and 20th April 2011, then we **want** to see that this delay is also included in the complaint that we are making against Singtel. We believe that a delay of more than 10 days is highly unreasonable for such a serious complaint, particularly in view of the fact that we did ask IDA to follow up on this matter in an urgent manner.

Our letter of 6th April 2011 provided the facts of a serious complaint against Singapore Telecommunications Limited (199201624D), herein referred to as Singtel, regarding its breach of contract (reference Singtel Account No 88128281) with Stanton Emms & Sia on 23 March 2011, and its participation in the unauthorised termination of our main incoming phone (6334 7030) and fax (6223 2010) numbers on that date.

This unauthorised activity subsequently resulted in closure, without our consent, of our account with Singtel, namely account number 88128281, on 7th April 2011, irrespective of the fact that Singtel was notified by phone and in writing on 5th April 2011 to cease and desist in its actions to close the account, the date on which we discovered Singtel's termination of the above mentioned phone and fax numbers.

It should be noted that, while our phone and fax numbers are now working, we are still in dispute over the unauthorised closure of this account with Singtel and have issued another written notice (by fax and post) on 30 April 2011 to them to reinstate our account number 88128281, after we received further correspondence about closure of the account from them in the form of a letter dated 26 April 2011 (copy sent to IDA's Ong Tong San).

Since making our initial notification of complaint on 6 April 2011, we have also made further complaints to IDA on on-going matters relating to our initial complaint to Singtel in letters dated:

- 8th April 2011 addressed to IDA's CEO (**Appendix B**);
- 11th April 2011 addressed to IDA's CEO (**Appendix C**);
- 21st April 2011 addressed to Ong Tong San, IDA's Director, Competition and Market Access (**Appendix D**);
- 28th April 2011 addressed to Ong Tong San (**Appendix E**);
- 29th April 2011 addressed to Ong Tong San (**Appendix F**);

- 30th April 2011 addressed to Ong Tong San (**Appendix G**); and
- 1 May 2011 addressed to IDA's CEO (**Appendix H**).

These letters were sent to IDA because of on-going developments that further highlighted Singtel's inability and/or unwillingness to deal with our complaint including related demands for information in an efficient and effective manner, as evidenced by the matters that are reported to the IDA in the above referred letters.

1.2 Covering letter to IDA regarding this formal complaint

This document should be read in conjunction with our covering letter dated 2 May 2011 to the IDA's Chief Executive Officer titled: "Formal Complaint to IDA relating to serious complaint against Singtel for breach of contract and participating in the unauthorised termination of our phone and fax numbers".

1.3 The parties against which the complaint is being made

The parties against which this complaint is made are as follows:

- 1) Singapore Telecommunications Limited (199201624D), the legal entity that has committed the breach of contract and other wrongdoings against Stanton, Emms & Sia, the complaining party; and,
- 2) Ms Chua Sock Koong, the SingTel Group CEO; and,
- 3) Mr Allen Lew, CEO Singapore.

Singtel's two CEOs are named in this complaint because Singtel is merely a corporation, which would not be able to comply with Singapore's laws, regulations, codes and standards without a highly competent management team.

Ms Chua and Mr Lew are Singtel's senior officers who are responsible for setting the *"tone at the top"* in terms of corporate competence and of all management policies and procedures to ensure that Singtel complies with its legal and contractual responsibilities and the terms and conditions of its telecommunications industry licence agreement, and contract with its customers.

1.4 The complaining party and its contract with Singtel

Stanton, Emms & Sia (45152000M) is a business registered in Singapore. We commenced business in 1991 and operate as a specialist consultancy firm headquartered in Singapore with a global client base with a focus on the food, drink and agrifood industry and markets.

We provide services to clients all across Asia and in some other parts of the world. We have clients ranging from SMEs to multinational companies, such as Nestle and Unilever. Our clients also include various government departments and agencies in the USA, Canada, Australia, New Zealand, Germany and the UK. We operate with over 800 client contacts.

We have been using Singtel's fixed telecommunications service under account number 88128281 since we started operations in 1991. Today, we are using two telephone numbers as the only inward Singapore-based contact points for use by our Singapore and overseas clients. These numbers are:

- 6223 2010, which has been used by us since 1991 as a fax number; and,
- 6334 7030, which we have used as our telephone number since 1994. This number was originally under the contract of our phone answering service provider, and was, because of its strategic importance to us, taken over by us at some stage in 2008.

It should be noted that:

- we have always paid our telephone bill, and have never had any situation where arrears have built up on the account at any time since we first entered into a fixed line telephone services supply contract with Singtel in 1991; and,
- the financial situation on account number 88128281 at 23 March 2011 was a balance of S\$ 5.35 **owed to Stanton, Emms & Sia, i.e. an overpayment to Singtel.** A copy of Singtel's bill dated 31 March 2011, which supports this account situation, as received by us on 7 April 2011, is attached as **Appendix J** to this document.

1.5 A comment about materiality and this case

We are making this complaint on the basis of failures of critical systems, management activities, internal financial and database controls and customer support activities in Singtel. These failures resulted in Singtel's termination of our incoming phone and fax service from 23 March 2011 until they restored it our urgent request and insistence on 6 April 2011.

Stanton, Emms & Sia's consulting and research business cannot be reasonably expected to operate its optimum without its key communication lifeline to its customers, prospective customers and other parties across the world, namely its main incoming phone number and main incoming fax number. This service was unreasonably terminated by Singtel for the period mentioned in the paragraph above. We considered this unauthorised and highly unexpected act by Singtel to be the core of the seriousness of this complaint against Singtel and its two CEOs who are also named in this complaint.

Singtel may view this case as a small matter that should be referred to the Small Claims Court, or even swept aside as *"too small to be of any material impact"* to their business.

This is not the case because the substance of what Singtel has done in terms of damage to Stanton, Emms & Sia, its brand and its business is significantly larger than the form in terms of the actual transactional value that pass through our account reference 88128281 each year.

Their breach of contract on 23 March 2011 in what Singtel might deem to be a “small case” has huge implications in terms of reputation risk for Singtel as a wrongdoer and, very importantly, in terms of reputational damage to a business that operates from Singapore on a global scale and with a large client base, namely Stanton, Emms & Sia.

Singtel effectively cut off a major consulting company’s inward coming phone calls and faxes from its clients and prospective clients for the period between 23 March and 5 April 2011.

This act is akin to the cutting off the 1606 “hot line” number for Singtel for the same period of time. Based on our experiences with Singtel, such a cut off would be devastating for the company because it would have shifted the current disorganised state of their customer response systems into overload, and then a damaging meltdown. This would have seriously damaged their ability to do business, their reputation in the B2B (business-to-business) market, and would have almost certainly have impacts on the company’s share price. This is exactly the type of scenario that we, Stanton, Emms & Sia, are now dealing with.

While Singtel’s breach of contract happened to Stanton, Emms & Sia, it could just as easily have happened to a multinational, large or small company, local or foreign company, government or private sector, given the apparent weak state of Singtel’s controls over its customer accounts and related transactions. The event has damaged our business, but the risks posed by Singtel’s apparent management and system weaknesses could have been equally devastating for other organisations, e.g. financial institutions, hospitals, emergency services, etc. These are the foundation control risks that the IDA must take into account when investigating this complaint against Singtel.

2. The foundation to our detailed complaint against Singtel

2.1 Singtel's breach of contract and participation in the unauthorised termination of our phone and fax numbers and closure of our account number 88128281 and its broader regulatory and legal impact

The foundation to this complaint against Singtel for breach of Singapore's Telecommunications Act and related codes of practice, standards, guidelines and best practices has its foundation in:

- its termination of our phone and fax numbers on 23 March 2011; and,
- its participation in that act, which could potentially be a case of a corporation criminally aiding and abetting in a criminal offence committed by another party. We view this matter very seriously and will not hesitate to make appropriate reports to the Police about it.

The status of Singtel's participation in the termination of our phone and fax numbers cannot be determined at the time of writing (2 May 2011) because Singtel has not yet dealt with our request of 5th April 2011 for a copy of the account termination documents, so that we can fully determine the identity or identities of the wrongdoer or wrongdoers.

More details about Singtel's breach of contract are provided in our letter of 6th April 2011 to the IDA's CEO titled "Serious complaint against Singtel for breach of contract and participating in the unauthorised termination of our phone and fax numbers", which is attached as **Appendix A** to this document.

When Singtel was contacted through its 1606 "hot line" on 5th April 2011, we were originally informed over the phone that one of our staff, namely a Ms Jessie Woo, had visited the Singtel Hello Shop in Takashimaya Shopping Centre to cancel our main phone number, namely 6334 7030, on 23 March 2011, and that Singtel had complied with her request.

It should be noted that we do not have a staff member with the name Jessie Woo and our organisation has never employed a person with the name.

At the date of writing (2 May 2011), we have never received formal confirmation of this person's name from anyone in Singtel, or any form of explanation from Singtel as to how the phone and fax number termination incident of 23 March 2011 occurred. This situation exists because, other than computer generated billing related documents, we have not received any form of written correspondence, i.e. letters, faxes or email messages from anyone in Singtel on this matter.

2.2 Note about Ms Jessie Woo and her identity

The name Jessie Woo (spelt by the policeman as "Jessie Wu") was included in our police report dated 5 April 2011 about the wrongdoing. We were not able to make a complete police report about the incident on that day because Singtel were not able to officially confirm the wrongdoer's name until later in the week ending 8th April 2011.

(Important Note: We were informed on the 7th or 8th April 2011 by Singtel's staff member that the account termination document would not be available to her department in Singtel until 25 April 2011, which was eventually put back to 29 April 2011 by Singtel's staff).

Because Singtel has not yet confirmed the full name of Jessie Woo, and her NRIC or passport number to us, at the date of writing (2 May 2011), we have not yet been able to provide Jurong Police Divisional HQ with an update to the original Police Report.

The police report made by our Managing Partner, Mr Anthony Leonard Emms, on 5 April 2011 is attached as **Appendix K** to this document.

Immediately we discovered what had happened to our phone and fax numbers on 5 April 2011, we started checking into the name "Jessie Woo/Wu" with all of our offices across the Asia Pacific region, our business associates, our suppliers and our clients in an attempt to try to discover who "Jessie Woo/Wu" could be. This was done because we were very concerned that this incident could have arisen from:

- someone in our network; or,
- some form of industrial espionage, which is at the date of writing (2 May 2011) is still an extreme concern, and is a highly distressing thought for us.

At the date of writing (2 May 2011), we have not found anyone with the names Woo or Wu or Jessie Woo who has worked for any of our contact points over the past 3 years. Additionally, we have never employed anyone with the surname Woo or Wu or with the first name Jessie.

For this reason, we are now completely mystified as to who "Jessie Woo/Wu" is, at the date of writing (2 May 2011), and so cannot:

- file any necessary and complete police reports against this person; or,
- hand her details to our lawyers for their further attention and action.

This situation exists because of Singtel and its inability or unwillingness to find the account termination document in a speedy and business-like manner, or to provide this document to us:

- in accordance with our written and oral demands to Singtel on 5th and 6th April 2011, and in a follow up conversation with Singtel staff (Ms Jin Yi) on 27 April 2011; and,
- their own self imposed deadlines of 25th April 2011 and 29th April 2011.

3. Our complaint to IDA

3.1 Overview of the stance of our complaint against Singtel

As mentioned in our letter to IDA's CEO dated 1st May 2011 (Appendix H), we are making this complaint because the above referred breach of contract and other wrongdoings have resulted from, and been made worse by Singtel, because of its various breaches of:

- Singapore's telecommunication industry laws;
- the related competition code, other codes of conduct, related standards on service and accounting, other guidelines, as well as related telecommunication and service industry best practices; and,
- as a result, breach of various aspects of its licence agreement, as issued to it by the IDA.

We believe that Singtel has had sufficient time to deal with our complaint about their wrongdoing, which was reported to them orally and in writing on 5 April 2011, inclusive of a copy of a police report about the incident.

While we were prepared to wait for Singtel to deal with their own internal problems relating to the account termination documentation, we believe that their failure to meet 3 self imposed deadlines, with no explanation as to why they failed to meet their final deadline of 29 April 2011, is highly unreasonable for a serious matter of this nature.

Aside from the above breaches, based on the very poor quality of service received by us in connection with Singtel's breach of contract and participation in the unauthorised termination of our incoming phone and fax numbers on 23 March 2011 and in the period up to 29 April 2011, Singtel is also misrepresenting the quality of its service standards and other aspects of its promises to its customers, as outlined on its website.

It should be noted that the complaints made against Singtel in this document focus on the above referred areas of Singapore law and the supporting regulations, codes, standards and guidelines that are issued to the whole of Singapore's telecommunications industry, inclusive of Singtel.

This complaint is made by Stanton, Emms & Sia and is addressed to the Infocomm Development Authority of Singapore (full name, the Info-communications Development Authority of Singapore) as the regulatory authority for the Singapore telecommunications industry body as established under the Info-communications Development Authority of Singapore Act (Cap. 137A), and as empowered under the Telecommunications Act.

For the purposes of this complaint, reference is made to the following official laws and documents and provisions and clauses therein:

- the Telecommunications Act (Cap 323), with reference to Section 5 titled "Power to license telecommunication systems and services" and Section 8 titled "Suspension or cancellation of licence, etc.", and the duties of a public telecommunication licensee, namely Singtel, as set out throughout this Act;
- the Code of Practice for Competition in the Provision of Telecommunications Services 2010, as issued by the Infocomm Development Authority of Singapore under the powers that are vested in it by section 26 (1) (a) to (e) and (g) of the Telecommunications Act titled "Codes of practice and standards of performance";
- the Licence to Provide Facilities-Based Operations Granted by the Info-Communications Development Authority of Singapore to Singapore Telecommunications Ltd;
- the IDA's own performance indicators for Facilities-Based Operators (FBO) providing basic telephone services using number level "6", as are relevant to this complaint;

- Singtel's own Terms and Conditions of Services – General, as highlighted to us by Singtel staff on its website, which are dated as effective 21 April 2010, including, but not limited, to the clauses relating to Application of General Terms, Bills/Pre-Paid Fees and Charges, Customer Request, Suspension and Termination, Customer's Indemnity and Liability, Exclusion and Limitation of Liability of the Service Provider, Confidentiality and Non-Disclosure, Right to Disclose Customer Information, Notices and Correspondence; and,
- other best financial control and service practices that are applicable to service companies, including telecommunications service providers, operating in the B2B (business-to-business) area of the market. The following should be noted because they are relevant to the failure of Singtel's systems in the facts of this complaint:
 - Singtel is required by the Companies Act and its SGX listing agreement to apply appropriate internal controls and risk management practices to ensure that its financial transactions are all compliant with recognised accounting standards and practices. This matter is publicly attested to by certifications and statements in its annual report and financial statements, inclusive of assurances from its senior management over controls and risk management practices. For this reason, recognised best practice internal controls and risk management practices are a reference point for this complaint against Singtel; and,
 - Singtel's staff have advised us that their company is ISO 9000: Quality Management Systems certified, for this reason, these standards are another reference point for this complaint.

As this complaint focuses on Singtel's breach of telecommunications law, regulations, codes, standards and guidelines, it makes no reference to the Consumer Protection (Fair Trading) Act. Notwithstanding this, Singtel's actions on the 23 March 2011, and its ineffective follow up between that date and 29 April 2011, are almost certainly in contravention of some provisions of Singapore's consumer protection law. This situation will be dealt with through another complaint to the relevant authorities and through civil action against Singtel.

3.2 Reasons for complaints to IDA

In breaching its service contract to provide telecommunications services to Stanton, Emms & Sia under account number 88128281 by permitting an unauthorised person to terminate our incoming phone number, namely 6334 7030, and our incoming fax number, namely 6223 2010, Singtel cut our inward communications from active clients, other clients, prospective clients and business associates and other persons across the world between:

- 23 March 2011; and,
- 5 April 2011.

During this 14 day period, which was an extremely busy period for us, we had projects running in China, Australia, Philippines, Vietnam, Malaysia and the whole of the ASEAN region.

We only discovered the breach of contract by Singtel after following up a number of complaints that our phone number was constantly engaged, and also that our fax was not connecting for more than a week. Our initial thoughts were that this was because of heavy phone usage and a technical fault, but this was not the case because subsequent contact with Singtel's 1606 staff confirmed that our numbers had been terminated.

We also had an active "fax back" order campaign on-going in this period for a report about the India market that has targeted over 200 potential buyers across the world. In addition to this, we were also actively involved in a number of tenders for new projects.

We are, at this point in time (2 May 2011), still trying to work out what the damage is to our business, its service reputation and income, and have already discovered failed client contacts and some serious problems on communication follow ups to faxed tender documents over this 14 day period. This review of impact is still on-going because of our large client contact database and the very time consuming nature of this very necessary damage limitation exercise.

Over the period between 5 April and 29 April 2011, which was Singtel's last self imposed deadline for submission of the account termination documents to us, we were prepared to wait for Singtel to act on our complaint, irrespective of:

- the impact of its actions and activities on our business; and,
- the weak nature of the excuses that Singtel had provided to us for their inability to provide us with the account termination documents, and documentary confirmation of their orally made advice to us about the 23 March 2011 breach of contract incident.

While we went along with Singtel's proposed deadlines, in an effort to be reasonable with Singtel, we were not at all satisfied with this situation. Our unhappiness over the delay was communicated to Singtel in our fax dated 8 April 2011 (see **Appendix L**) and was also communicated to a Ms Jin Yi when she phoned us on 27 April 2011.

If such an event had happened in our company, it would have been investigated and reported upon within 3 days of the complaint being made to us by a customer. In view of this, we do not understand why a much larger organisation, i.e. Singtel, could not do the same or deal with it in a much speedier manner.

We now view Singtel's extremely poor follow-up performance as part of their highly evident "could not care less" attitude towards our complaints to them.

It should be noted that the police report of 5th April 2011 (**Appendix K**) and our initial complaint letter to IDA of 6th April 2011 (**Appendix A**) were made:

- following on from major frustration with Singtel over its unwillingness to take our complaints seriously, and to act upon them in a business-like and customer service- driven manner; and,

- also, to cut out the delays that existed in using Singtel's highly inefficient 1606 "hot line", which Singtel's staff insisted was used for all communications, irrespective of the seriousness of the complaint against the company.

This frustration developed because Singtel's initial attitude was underpinned by a "*we, namely Stanton, Emms & Sia were guilty until proven innocent – they, namely Singtel, had done nothing wrong*" type stance, and there was also no immediacy in the representations that were being given to us about how the problem would be solved.

The following sections of this complaint document set out:

- Stanton, Emms & Sia's detailed complaints about Singtel; and,
- Stanton, Emms & Sia's specific requests for IDA to consider the various complaints under the provisions of Section 11 of the Code of Practice for Competition in the Provision of Telecommunications Services 2010, with specific reference to sub-section 11.4.1 titled "Requests for Enforcement by a Private Party".

3.3 Complaint 1: Singtel permitted an unauthorised person to terminate our phone and fax numbers on 23 March 2011

3.3.1 Action of Singtel

We have been informed by Singtel that their systems reveal that a person named Jessie Woo walked in to the Singtel Hello Shop in Takashimaya Shopping Centre and terminated our phone numbers 6334 7030 and 6223 2010 on 23 March 2011. This led to Singtel to close our account number 88128281.

We confirm that we do not know who Jessie Woo is and that she is not one of the authorised officers of Stanton, Emms & Sia. Only Anthony Leonard Emms (NRIC S2595051H) is authorised to terminate any agreements with our service providers.

3.3.2 Result of Singtel's actions

By permitting the person, named by Singtel's staff in phone conversations as Jessie Woo, to terminate our incoming phone and fax numbers of 23 March 2011, Singtel denied Stanton, Emms & Sia inward telephone and fax connectivity with its clients, prospective clients, business associates and other parties who wanted to phone or fax us in the period between 23 March 2011 and the 6 April 2011, the day when Singtel eventually complied with our request to reinstate to operations our phone number 6334 7030 and fax number 6223 2010.

This lack of connectivity has had both tangible and intangible impacts on our business, brand, reputation for service and income. In view of the fact that we have a large database of contacts spread all across the world, the impact of Singtel's actions is on-going and we are having to spend a large amount of time and resources as part of our necessary damage limitation exercise.

3.3.3 Impact of Singtel's actions on Stanton, Emms & Sia

Singtel's actions of 23 March 2011 led a serious breach of contract and to it participating in the unauthorised and commercially damaging termination of our incoming phone and fax services in the period from 23 March to 6 April 2011, the day when the services were restored by Singtel at our insistence.

3.3.4 Apparent internal control and service standards breaches within Singtel

While Singtel has not provided us with a full and detailed explanation of what happened within its organisation on 23 March 2011 at the date of writing (2 May 2011), it is evident that, for such an event to happen, a number of management and financial controls, and service systems must have failed. Such systems would have included:

- internal financial controls over customer account databases and accounts receivable transactions and ledgers, and related authorisations and segregation of duties; and,
- customer service systems relating to non-financial account management issues and customer relationships.

In connection with this specific complaint, we are concerned that Singtel permitted some unknown to us, and clearly unauthorised, to authorise termination of our phone and fax numbers. The control and service standards that were breached should be covered by appropriate management, internal control and customer service procedures to:

- ensure that all customer account transactions are properly approved by the actual customer, and not an unauthorised person;

- collect data and information on the identity of the person that clearly verifies that they are authorised to close the customer's account; and,
- authorise, from the internal control point of view through some form of segregated system of control duties, the actual termination of the phone and fax numbers in Singtel's operational systems.

In addition to this:

- we are very concerned that someone in Singtel's organisation may have revealed information from their customer information database about Stanton, Emms & Sia (namely our firm's "End User Service Information" or EUSI) to the third party, i.e. the person named by Singtel as Jessie Woo, that enabled her to terminate our phone and fax numbers on 23 March 2011. (Important note: Whatever has happened, whether it involves a third party or not, Singtel as used and facilitated the unauthorised use of our EUSI by not applying appropriate internal controls to protect the integrity of our EUSI from wrongful use, Stanton, Emms & Sia being a customer that was not in any form of breach of contract with Singtel); and,
- based on best after-sales practices, Singtel never applied any internally independent customer service procedures to speak to the customer, namely Stanton, Emms & Sia, to obtain reasons why they were closing their account.

In view of the seriousness of this matter, the above list of areas of breached management and internal controls may be support by weaknesses in Singtel's ability to manage branch offices, facilities with remote terminals and other aspects important the quality of systems manuals, staff training, and potentially, problems in human resources, i.e. recruiting staff members of appropriate caliber to management and run the various systems that interact with customer accounts in Singtel.

3.3.5 Areas of breach of Singapore's telecommunications law and related codes, standards, guidelines and licencing requirements

Under this specific complaint against Singtel, we ask that the IDA consider whether Singtel as a public telecommunication licensee designated by the IDA under Section 6 of the Telecommunications Act is in breach of the following sections of the Code of Practice for Competition in the Provision of Telecommunication Services 2010:

- Section 1.2 titled "Goals of this Code" in particular sub-section (b) as highlighted in the box below, with specific reference to Singtel's failure to provide services between 23 March and 5 April 2011 that were: **reasonably accessible to Stanton, Emms & Sia, a Singapore registered business being part of the community cited by this Code as "all people in Singapore"**;

<p style="text-align: center;">Extract from the Code of Practice for Competition in the Provision of Telecommunication Services 2010</p>

<p><i>(b) ensure that telecommunication services are reasonably accessible to all people in Singapore, and are supplied as efficiently and economically as practicable and at performance standards that reasonably meet the social, industrial and commercial needs of Singapore; and,</i></p>

- Section 3.2.6 titled "Duty to Prevent Unauthorised Use of End User Service Information";
- Section 3.3 titled "Mandatory Contractual Provisions; and,
- in doing so, whether Singtel is also in breach of the following sections of the Telecommunications Act:

- Section 26 titled “Codes of practice and standards of performance”;
- Section 27 titled “Directions affecting telecommunication licensees”; and
- Potentially, Section 29 titled “Advisory Guidelines”, as have been issued by IDA and are relevant in the area of this complaint.

3.4 Complaint 2: Singtel failed to apply any financial and other forms of controls over account closures when it permitted the termination of our phone and fax number on 23 March 2011

3.4.1 Action of Singtel

Singtel permitted the unauthorised termination of our phone and fax numbers by a third party who is unknown to us in a manner that indicates that it did not apply any due care and attention to the application of financial and other controls over our account number 88128281 with Singtel, and the related End User Service Information (EUSI).

At the date of writing (2 May 2011), we do not know what the exact facts of the termination was, i.e. whether it was a malicious act akin to industry espionage or a disastrous error involving parties that are unknown to us, whether third parties or Singtel's staff, or both. Our past comments about the said Jessie Woo refer on this matter.

In doing so, it committed a serious breach of contract, which would have been avoided if it had a proper and working phone number termination system and customer account closure system in place. Such systems should have included:

- operational controls to ensure that all accounts that are closed are duly authorised by:
 - the customer's authorised representative, as validated by Singtel's staff, customer account data base and systems; and,

- a number of different sufficiently qualified and trained Singtel employees operating with an environment where there are clear segregations of duties of front desk type operations (its retail shops) and financial records, i.e. the accounts receivable system and systems permitting changes to a customer account and related database information (EUSI); and,
- physical controls under which only authorised persons operating within an environment of appropriate segregation of duties fully trained in using Singtel's systems would be permitted to enter data into Singtel's computer systems in connection with non-standard transactions, such as account closures;
- computerised environmental and back-up controls existing whereby all transaction documents are recorded and stored in a manner whereby they are quickly retrievable in case of complaint or error, and importantly, other system failures, e.g. loss of physical documents or a crashed computer system; and,
- other financial control related aspects, which could be exceptions/variations reports and related third party reviews, for example closure of accounts with non-specific balances on them, e.g. that of Stanton, Emms & Sia's on 23 March 2011.

3.4.2 Impact on Singtel's actions on Stanton, Emms & Sia

Stanton, Emms & Sia's provision of incoming telephone and fax services were terminated in an unauthorised manner without its knowledge with consequent commercial impacts on its ability to receive important inward coming phone and fax messages with effect from 23 March 2011, and until the situation was discovered after various complaints from a number of clients, prospective clients and business associates on 5 April 2011. Our inward phone and fax communications were unreasonably denied to us between 23 March and 5 April 2011.

Additionally, Singtel's management, internal control, customer data base and customer service systems did not protect Stanton, Emms & Sia from the possibility that it would lose its incoming phone and fax services through a major breach of contract by Singtel in an unreasonable manner as occurred on 23 March 2011.

Singtel authorised and recorded transactions in its customer database and accounts receivable and income reporting system, a transaction that was not properly authorised by one of its longstanding customers.

This event highlights there are substantial control weaknesses within Singtel's operations, customer account management and financial control and recording systems, which led to the unreasonable disruption of the telecommunications services with serious commercial consequences for a customer, namely Stanton, Emms & Sia.

3.4.3 Apparent internal control and service standards breaches within Singtel

In connection with this specific complaint, the control standards that were breached would be covered by appropriate management, internal control and customer service procedures to:

- authorise, from the internal control point of view through some form of segregated system of control duties over the financial transaction aspect of the termination in Singtel's accounts receivable systems, and cross checks existing in other systems such as customer service, the customer information database and operation controls over the switching on an off of phone numbers in Singtel's telephone exchanges; and,

- ensure that documents that are signed by all customers, or that are purported to be signed by them, relating to phone number termination and customer account closure are properly preserved and stored in a manner whereby they can be speedily and easily retrieved when there is a complaint or enquiry as in the case of Stanton, Emms & Sia on 5 April 2011.

It should be noted that Singtel promised to deliver to Stanton, Emms & Sia copies of the account termination documentation signed by Jessie Woo in connection with the termination of our phone and fax numbers by three self imposed deadlines of 8th April, 25 April and 29 April. We were informed by Singtel staff that:

- problems, not fully defined to us in our initial communication with Singtel, existed in the location where the documentation that matched the information in Singtel's computerised records was located, namely the Singtel Hello Shop in Takashimaya Shopping Centre, the shop that was visited by the said Jessie Woo.

(Note: We were not informed what the problem was, but have assumed that it has something to do with the storage of the shop's records, that is physical "hard copy" documents. Our position on this is that this is an excuse which is should not have been used by Singtel in view of the potential criminal offence that may have been committed. Singtel should have sent a team of staff in to search the shop's records, so that the account termination documentation was sent to us in a speedy manner).

- Singtel still had not located the said account termination documentation that matched the information in their computer records on 27 April 2011. (Note: This documentation has not been delivered to us at the date of writing (2 June 2011), and this lack of delivery is now of significant concern to us because of our concerns about whether this matter arises from some form of industrial espionage).

We still do not have a copy of the said documentation at the date of writing, i.e. 2 May 2011.

3.4.4 Areas of breach of Singapore's telecommunications law and related codes, standards, guidelines and licencing requirements

Under this specific complaint against Singtel, we ask that the IDA consider whether Singtel as a public telecommunication licensee designated by the IDA under Section 6 of the Telecommunications Act (the Act) is in breach of the following sections of the Code of Practice for Competition in the Provision of Telecommunication Services 2010 (the Code):

- Section 3 titled "Duty of Licensees to Their End Users", and its various sub-sections;
- Section 4.2 titled "Duties of Dominant Licensees", Singtel being defined as one of these by the Act and having the standing of a public listed company that is listed on Singapore's stock exchange, namely the SGX;
- Section 1.2 titled "Goals of this Code" in particular sub-section (b) as highlighted in the box below, and whether on 23 March 2011 and in the period up to 7th March 2011, the date on which a refund cheque issued on closure of the account 88128281 was sent by Singtel to Stanton, Emms & Sia, that:
Singtel failed to act reasonably towards Stanton, Emms & Sia as a consulting and research business within the community defined as "all people in Singapore" in accordance with performance standards that reasonably meet the industrial and commercial needs of Singapore, Singapore being a key Asian and global hub for business operations; and,

**Extract from the Code of Practice for Competition in the
Provision of Telecommunication Services 2010**

(b) ensure that telecommunication services are reasonably accessible to all people in Singapore, and are supplied as efficiently and economically as practicable and at performance standards that reasonably meet the social, industrial and commercial needs of Singapore; and,

- in doing so, whether Singtel is also in breach of the following sections of the Telecommunications Act:
 - Section 26 titled “Codes of practice and standards of performance”;
 - Section 27 titled “Directions affecting telecommunication licensees”; and
 - Potentially, Section 29 titled “Advisory Guidelines”, as have been issued by IDA and are relevant in the area of this complaint.

Additionally, we also ask the IDA to consider whether under this complaint, Singtel is also in breach of sub-section 3.2.6 titled “Duty to Prevent Unauthorised Use of End User Service Information”, and the related sub-section 3.3.7 of the Code relating to EUSI.

3.5 Complaint 3: Singtel failed to act in a reasonable, responsible and service-like manner to a longstanding customer when it permitted the termination of our phone and fax numbers on 23 March 2011

3.5.1 Action of Singtel

As far as we are aware based on our own records of incoming phone calls and correspondence, and what we were informed by Singtel's hot line staff between 5th and 8th April 2011, Singtel made no effort to check as to whether or not Jessie Woo's actions to terminate our phone and fax numbers of 23 March 2011 were in fact authorised by:

- Stanton, Emms & Sia as a firm; or,
- its authorised signatory, namely Anthony Leonard Emms.

Our initial reaction to the discovery on 5th April 2011 that our phone number 6334 7030 had been terminated was that it was a major error on the part of Singtel. We then discovered on that the termination involved our fax number 6223 2010 as well, so the chance of error seemed limited.

We did ask Singtel's "hot line" staff whether it could be an error in that someone had wanted to terminate a similar mobile phone numbers, e.g. 9334 7030 or 9223 2010 or some derivative of these numbers, but were told that this was not the case because there were no such numbers registered as mobile phones.

The discussions on this matter were concluded with Singtel's hot line staff telling us that our phone and fax number had been closed at the Singtel Hello Takashimaya Shop in accordance with the company's systems.

3.5.2 Impact of Singtel's actions on Stanton, Emms & Sia

Singtel permitted and aided and abetted a third party unknown to us, named by Singtel as Jessie Woo, to terminate our phone and fax numbers and start the process of closing our account number 88128281 with Singtel. This led to us not having incoming phone and fax service between 23 March and 6 April 2011, when it restored the services to us.

Singtel breached its service contract with us under the above account number and this has created chaos for our business in terms of our lack of access to communications from clients and prospect clients, including access to requests for tenders. It has also created a massive amount of administration because Singtel's actions have forced us into a damage limitation mode so that our firm's integrity is not damaged by the telephone service outage that is the subject of this complaint.

The range of commercial and other impacts on our business and brand are still becoming evident at the time of writing (2 May 2011) due to our large contact database.

3.5.3 Apparent internal control and service standards breaches within Singtel

Added to the complaints raised earlier in this document in respect of management and internal financial controls and authorization procedures, Singtel's actions indicate very clearly that its overall services and communication standards to customers are very low in terms of meeting with B2B (business-to-business) demands on service in today's highly competitive world.

Singtel has, in this case, failed miserably to comply with its own ISO 9000 certification standards on customer service and related quality controls over the period from 23 March to 29 April 2011.

3.5.4 Areas of breach of Singapore’s telecommunications law and related codes, standards, guidelines and licencing requirements

Under this specific complaint against Singtel, we ask that the IDA consider whether Singtel as a public telecommunication licensee designated by the IDA under Section 6 of the Telecommunications Act (the Act) is in breach of the following sections of the Code of Practice for Competition in the Provision of Telecommunication Services 2010 (the Code), as well as the overall quality expectations of IDA for Singapore’s public telecommunications licencees:

- Section 1.2 titled “Goals of this Code” in particular sub-sections (b) and (a) as highlighted in the box below, with specific reference to Singtel’s failure to provide services between 23 March and 5 April 2011 that were: **reasonably accessible to Stanton, Emms & Sia, a Singapore registered business being part of the community cited by this Code as “all people in Singapore”, and also as a research-driven consultancy that is also part of the broader information industry in Singapore with demand for high quality telecommunications services from Singtel, the chosen service provider for Stanton, Emms & Sia’s incoming phone and fax services for close to 20 years;**

Extract from the Code of Practice for Competition in the Provision of Telecommunication Services 2010
<i>(b) ensure that telecommunication services are reasonably accessible to all people in Singapore, and are supplied as efficiently and economically as practicable and at performance standards that reasonably meet the social, industrial and commercial needs of Singapore; and,</i>
<i>(a) promote the efficiency and competitiveness of the information and communications industry in Singapore.</i>

- Section 3.3 titled “Mandatory Contractual Provisions;

- Section 4.2 titled “Duties of Dominant Licensees”, Singtel being defined as one of these by the Act and having the standing of a public listed company that is listed on Singapore’s stock exchange, namely the SGX; and,
- IDA’s quality expectations of the holder of a Facilities-Based Operator Licence in connection with the following points, where there appear to be evident weaknesses within Singtel, as detailed in the IDA’s “Guidelines on Submission of Application for Facilities-Based Operator Licence” (reference the extracted details and key points on this matter as highlighted in **bold text** in the box below).
 - organisational structure;
 - financial capability, which should involve the management and control of financial systems because these are vital to maintaining a company that can operate as a going concern and meet with all of its legal obligations to consumers, investors and its various regulators, one of which is IDA and the other the SGX (Singapore Stock Exchange) in Singtel’s case;
 - service innovation and responsiveness;
 - level of quality of service; and
 - customer service support.

3 GENERAL LICENSING AND REGULATORY FRAMEWORKS (Extract)

3.3 IDA will evaluate an FBO licence application based on its merits. IDA will take into account the following in its evaluation of the merits of an applicant's proposal:

- (a) vision of the applicant;
- (b) **organisational structure** and **financial capability** and strength of the applicant;
- (c) competition strategies of the applicant for the provision of services; technical soundness of the applicant's plans and technical capability to implement the plans;
- (d) commitments of the applicant in fulfilling its vision and plans;
- (e) technical plan and capability of the applicant; and
- (f) any other information provided by the applicant.

IDA will also consider the benefits that will be brought by the applicant to the industry, consumers and the Singapore economy as a whole in terms of the investments in Singapore; enhancement of the telecommunication infrastructure, capacity, capability and connectivity; level of technological and **service innovation and responsiveness**; range and choice of products and services offerings; competitive pricing; **level of quality of service** (Note 4) and level of **customer service support**; and resource limitations and physical constraints, before awarding a licence to an applicant.

Note 4: Please refer to the IDA website for IDA's key quality of service (QoS) standards. These QoS standards are subject to review and update from time to time.

Source: GUIDELINES ON SUBMISSION OF APPLICATION FOR FACILITIES-BASED OPERATOR LICENCE (Issued by IDA as Version 1 – 30 September 2009)

- in doing so, whether Singtel is also in breach of the following sections of the Telecommunications Act:
 - Section 26 titled "Codes of practice and standards of performance";

- Section 27 titled “Directions affecting telecommunication licensees”; and
- Potentially, Section 29 titled “Advisory Guidelines”, as have been issued by IDA and are relevant in the area of this complaint.

3.6 Complaint 4: Singtel formally closed our account number 88128281 on 7 April 2011, which was 2 days after they had been informed by Stanton, Emms & Sia on 5 April 2011 to cease and desist in their activities to terminate this account

3.6.1 Actions of Singtel

Singtel have ignored our oral and documented request on the 5th April 2011 and 6th April 2011 that they cease and desist in closing our telephone account number 88128281. To date (2 May 2011), they have still not complied with our instructions on this matter.

3.6.2 Impact of Singtel's actions on Stanton, Emms & Sia

Although Singtel reinstated our incoming phone and fax services on 6 April 2011, they are still in breach of contract and, as a result of this, Stanton, Emms & Sia is now being incorrectly billed by Singtel for the services that it demands from Singtel.

We are still in significant dispute on this because the account that Singtel set up to reinstate our incoming phone and fax services, which regard as a temporary account that is still in breach of contract, was set up incorrectly by Singtel.

A further fax message was sent to Singtel on 30 April 2011 (see **Appendix G**) on this matter with our restated demand that Singtel reinstate our account number 88128281 in exactly the same manner as it exist before Singtel's serious breach of its contract with us on 23 March 2011.

3.6.3 Apparent internal control and service standards breaches within Singtel

Based on discussions with Singtel's staff, it is evident that their customer database did not provide sufficient information about the services that were being supplied to Stanton, Emms & Sia under our account number 88128281 by Singtel, to allow them to accurately reinstate the services under this account number.

The result of this system problem is that we are now being billed incorrectly under another account (see **Appendix N**), which as mentioned above we only regard as a temporary account which reflects Singtel's continuing breach of contract at the time of writing, i.e. 2 May 2011.

Additionally, the failure to stop termination of account 88128281 in accordance with our demands on 5th and 6th April 2011 were reported by Singtel staff to arise from internal communications problems within Singtel's organisation. Overall, Singtel has breached internal controls over the accurate maintenance of its customer account database to ensure that billings to customers are in line with the customer's contract.

Additionally, the reported communications problems in Singtel and the inability of Singtel to meet our demand for it to cease and desist in terminating our account number 88128281 in line with the notice clearly provided to Singtel on 5th and 6th April 2011 indicate that Singtel has a very weak internal communications systems between its departments over matters that are of critical importance to its customers.

In view of this, it would appear be in breach of the quality service standard under ISO 9000, which are advised by Singtel's staff govern customer service and quality standards in Singtel.

3.6.4 Areas of breach of Singapore's telecommunications law and related codes, standards, guidelines and licencing requirements

This complaint is related to Complaint 5 against Singtel, as detailed in the following section of this document.

Notwithstanding this, this matter points to serious weaknesses in communication standards between the various departments that exist in Singtel, and in the data stored in Singtel's customer account database. If Singtel had taken our complaint seriously they would not have closed this account, and reinstated it erroneously as it remains at the date of writing (2 May 2011).

Under this specific complaint against Singtel, we ask that the IDA consider whether Singtel as a public telecommunication licensee designated by the IDA under Section 6 of the Telecommunications Act is in breach and any sections of the Code of Practice for Competition in the Provision of Telecommunication Services 2010, in particular sub-section 1.2 and sections, 3 and 4 of this Code.

We consider that Singtel failed to reasonably and efficiently apply its resources as a dominant telecommunications supplier and public company listed on the SGX to deal with Stanton, Emms & Sia's urgent requests and demands made on 5th April 2011 relating to Singtel's breach of contract on 23 March 2011, and the circumstances surrounding the incident on that day, in a manner that reflects a business operating in a business-like problem solving solutions mode that that could be described as "service innovation and responsiveness" towards a customer against which some form of serious civil or, potentially, criminal offence had been committed.

3.7 Complaint 5: Singtel issued a cheque to Stanton, Emms & Sia on 7 April 2011, which was received by us on 10th April 2011. This cheque was issued in payment of the balance due to us on our account number 88128281 irrespective of the fact that Singtel was advised orally and in writing on the 5th and 6th April 2011 to cease and desist in the termination of our account number 88128281

3.7.1 Action by Singtel

Singtel's errors of 23 March 2011 in connection with termination of our phone and fax numbers and account number 88128281 have clearly been transmitted into other departments within Singtel's organisation.

This has led:

- to termination of our account number 88128281, even though we had very clearly informed Singtel orally and in writing to cease and desist in their activities to close this account; and,
- to Singtel to send a cheque to us in repayment of an amount that was recorded as due to us in their accounts receivable system and debtors' ledger (see **Appendix C**).

It should be noted that this cheque **will not be banked** by Stanton, Emms & Sia because:

- it was issued to us as part of Singtel's serious breach of contract against us on 23 March 2011; and,
- is tangible evidence of the disastrous failure of Singtel's systems between 23 March 2011 and 7 April 2011, the date on which the cheque was signed.

We continue to be in dispute with Singtel for their breach of contract and will be seeking appropriate compensation for the impact of all of their wrongdoings against Stanton, Emms & Sia.

This activity by Singtel indicates:

- further internal control weaknesses arising from an evident cascade of system failures starting at the shop where the wrongful termination of our phone and fax occurred on 23 March 2011, and into Singtel's various database and accounting functions, i.e. customer database, accounts receivable and onto the cheque payments system over the period from 23 March to the 7th April 2011, based on cheque issuance date. The breach of contract therefore went through a range of different departments, systems and control functions without being detected by anyone with Singtel's organisation; and,
- failure in internal communications about the breach of contract reported by Stanton, Emms & Sia on 5th April 2011 because the issuance of cheque number 142605 dated 7th April 2011, as signed by Noraini Misuan, arises from an unauthorised transaction and breach of contract by Singtel.

3.7.2 Result of Singtel's actions

Singtel ignored our notice to cease and desist in termination of our account number 88128281 on 5 April 2011 and we are still in dispute with Singtel over this matter.

It should be noted that Singtel have also sent a letter dated 26 April 2011 in connection with another funds transfer from our account number 88128281 to another account number, which we only recognise as a temporary account in their system (see **Appendix N**).

We have written to Singtel again tell them to cease and desist in their closure of our account number 88128281 and to reinstate it (**Appendix P**).

Singtel also repaid amounts that had been duly paid to it by Stanton, Emms & Sia in connection with Singtel's on-going provision of incoming phone and fax services under account number 88128281.

3.7.3 Apparent internal control and service standards breaches within Singtel

Singtel's errors in management and financial control on the 23 March 2011 shifted through its front end systems, to its customer account database systems, to its accounts receivable systems and onto its cheque payment systems without anyone in Singtel questioning whether the transaction was properly authorised and valid. Of course, this transaction will also have been recorded in Singtel's general ledger in an unauthorised manner.

All of the systems through which these unauthorised and erroneous transactions passed are critical to any form of business, whether it is a small private limited company or a public listed company. This situation has implications in terms of the management and internal control and risk management requirements in Singapore's Companies Act, and for a public company listed on the SGX (Singapore's stock exchange) in the SGX regulations for standards of management and internal control in companies that are listed on SGX.

This area of complaint highlights that Singtel has some form of integrated system that is out-of-control in terms of the above referred transactions arising from the 23 March 2011 incident, and that communications between the authorised persons operating these systems is appallingly weak. From the control standpoint, this is a very serious matter and is one of the reasons why Singtel's two CEOs are named in this complaint.

While Singtel may claim that these transactions are immaterial to their operations, substance over form rules on this matter because an unauthorised transaction that resulted from what may be a criminal act, and is already a confirmed and clear breach of contract was able to pass right through Singtel's systems without anyone in a position of authority (at whatever level) questioning it. Of course, this situation will stand even if Singtel reveals information that the Jessie Woo incident is some form of error, and not some akin to a criminal act.

From the standpoint of financial controls, there should also have been a question raised by someone in a control function over why there was a non-specific balance due to a customer in Singtel's accounts receivable system that needed to be paid back to a customer. Someone in Singtel should have noted that part of the amount repaid was a payment of Singtel's charges for the month of April 2011

3.7.4 Areas of breach of Singapore's telecommunications law and related codes, standards, guidelines and licencing requirements

3.7.4.1 The cascade of system failures and errors in Singtel

In the case of all of the transactions that arose when the said Jessie Woo walked into the Singtel Hello Shop in Takashimaya Shopping Centre on 23 March 2011 and wrongly terminated our incoming phone and fax services in an unauthorised manner and then Singtel set in motion the transactions that led to its issuance of cheque number 142605 on 7th April 2011, there has been an evident and serious uncontrolled cascade of failures and errors throughout Singtel's systems.

This cascade of failures and errors in Singtel's systems caused Singtel to fall into serious breach of contract with Stanton, Emms & Sia.

This cascade of system failures and errors appears to be so broad based within Singtel's corporate management, control, accounting and customer database systems that it should not be viewed as a merely a small case or an isolated incident.

The system appears to have failed in its entirety to protect Stanton, Emms & Sia, as a longstanding customer of Singtel, from a serious breach of contract and from the unreasonable loss of its vital incoming main phone and fax numbers and related services in the period from 23 March 2011 up until the 6 April 2011, when Singtel, at our strict demands and insistence, reinstated the terminated services.

By any management, accounting and internal and other control standards and best practices and regulations that apply to public listed companies in Singapore and across the world, this cascade of system failures and errors is also likely to be some form of serious breach of the following:

- the Telecommunications Act, as updated;
- the Code of Practice for Competition in the Provision of Telecommunication Services 2010; and,
- the other codes, standards, advisory guidelines and best practices as are issued to and applicable to a dominant licensee under the IDA's General Licensing and Regulatory Frameworks, as relates to the evaluation of such a licensee for a Facilities-Based Operator Licence (see box below).

3 GENERAL LICENSING AND REGULATORY FRAMEWORKS (Extract)

3.3 IDA will evaluate an FBO licence application based on its merits. IDA will take into account the following in its evaluation of the merits of an applicant's proposal:

- (a) vision of the applicant;
- (b) **organisational structure** and **financial capability** and strength of the applicant;
- (c) competition strategies of the applicant for the provision of services; technical soundness of the applicant's plans and technical capability to implement the plans;
- (d) commitments of the applicant in fulfilling its vision and plans;
- (e) technical plan and capability of the applicant; and
- (f) any other information provided by the applicant.

IDA will also consider the benefits that will be brought by the applicant to the industry, consumers and the Singapore economy as a whole in terms of the investments in Singapore; enhancement of the telecommunication infrastructure, capacity, capability and connectivity; level of technological and **service innovation and responsiveness**; range and choice of products and services offerings; competitive pricing; **level of quality of service** (Note 4) and level of **customer service support**; and resource limitations and physical constraints, before awarding a licence to an applicant.

Note 4: Please refer to the IDA website for IDA's key quality of service (QoS) standards. These QoS standards are subject to review and update from time to time.

Source: GUIDELINES ON SUBMISSION OF APPLICATION FOR FACILITIES-BASED OPERATOR LICENCE (Issued by IDA as Version 1 – 30 September 2009)

3.7.4.2 Responsibilities of the CEOs and their failure in their duties and its impact on our business

While it is clear from the details of our complaints made against Singtel (as set out in this complaint document) that weak financial control and management has taken place, and so Singtel's CFO (namely Ms Jeann Low, Group Chief Financial Officer) should also be joined in this complaint, the much broader failure of systems across the various aspects of operations in Singtel points to a much wider problem in the company's management and control systems.

In view of this, we are making a formal complaint against Singtel's two CEO's, namely.

- 1) Ms Chua Sock Koong, the SingTel Group CEO; and,
- 2) Mr Allen Lew, CEO Singapore.

Both of these individuals are employed by the Singtel Board of Directors to set "the tone at the top" for the company, and to set policies, strategies, directions and standards to run a profitable and service-oriented company in compliance with Singapore's telecommunication laws and related codes of conduct, standards and guidelines.

The events of 23 March 2011, the breach of contract, and the unreasonable performance of Singtel in its follow-up of our complaints over the period to 29 April 2011 and the cascade of system failures and controls that are evidenced by all of Singtel's activities since 23 March 2011 indicate that there is potentially some form of senior management failure within Singtel, which should now be considered by IDA in dealing with our complaints.

3.7.4.3 Our request to IDA in connection with this area of complaint

Under this specific complaint against Singtel, namely the cascade of failures and errors in Singtel systems and its impact on Stanton, Emms & Sia's services provided by Singtel, we ask that the IDA consider whether Singtel as a public telecommunication licensee designated by the IDA under Section 6 of the Telecommunications Act (the Act) is in breach of any provisions of:

- this Act;
- the Code of Practice for Competition in the Provision of Telecommunication Services 2010,
- the terms and conditions of its FBO licence; and,
- any other related regulations, standards, guidelines and best practices that govern the quality expectations that IDA has of a public telecommunications licensee.

3.8 Complaint 6: Based on information provided to us by Singtel's staff in the period 5th to 7th April 2011 there were some unusual erroneous information in Stanton, Emms & Sia's entries in the customer database that Singtel's staff had access to in the period

3.8.1 Comments on the background to this complaint

In conversations with Singtel's 1606 customer service representatives, we were advised that Singtel's system showed that the phone number to which our incoming phone number, namely 6334 7030, was redirected was to 6832 5101.

As we did not know whether this was correct or not, we checked with Regus, our office service provider.

Regus advised us that this number was incorrect and that 6334 7030 had been routed to 6248 4518. Of significant concern to us was the fact that the number 6832 5101 was a previous number that had been used when we were operating from Regus Ngee Ann City's now closed business centre.

According to Regus, the 6832 5101 number had not been used by Stanton, Emms & Sia since 9th May 2008 (see **Appendix Q** for Regus letter to Singtel on the matter). We were advised that this number was based at another Regus business centre and had been actively used by another company for well over 1 year.

This lack of accurate data about our phone redirection arrangements resulted in Singtel demanding another letter from Regus to authorise transfer of 6334 7030 to 6248 4518. This letter was sent to Singtel on (see **Appendix R**).

This matter was advised in overview to IDA in our letter dated 6th April 2011 in bullet point (e) on page 3 of this letter (**Appendix A**)

The discussions with Singtel 1606 staff between 5th and 8th April 2011 indicated that there could be further anomalies in Singtel's customer database about our account. Two points on this matter are as follows:

- 1) When we asked for Singtel's staff to reinstate our services in exactly the same manner as the services had originally been set up under account number 88128281 prior to this phone number termination on 23 March 2011, with immediate effect, our request was not possible because the database did not seem to provide the customer service staff with the details of the specific services that we were being billed for under this account number.

We were very surprised about this at the time, but do not know whether this was because the information was not in the records or because the staff did not know how to extract such information from the system. We believe this is one reason why Singtel have set up a new account, currently regarded by us as a temporary account, under which we are billed for incorrect services by Singtel.

- 2) The Singtel 1606 staff also had some problems in confirming the full identity of Jessie Woo from the information in the database, or details of who exactly was authorised to cancel Stanton, Emms & Sia's phone numbers. We did not follow up on this in detail at the time because Singtel's staff promised to provide us with hard copy evidence as to who Jessie Woo was in terms of the account termination form that had been signed by her, and other information that she had provided to Singtel's Takashimaya Shopping Centre based Hello Shop.

We are concerned that the state of Singtel's customer database may have facilitated the incident of 23 March 2011, while most of the information was provided to us orally by Singtel through its 1606 hotline, there is quite clear evidence of an error arising from Singtel's requirement for a new authorisation to transfer our phone number 6334 7030 to the correct Regus phone number.

Our overall concern on this matter is whether Singtel may have been in breach of its duties under Section 3 of the Code of Practice for Competition in the Provision of Telecommunication Services 2010 titled “Duty of Licensees to Their End Users”, and in particular sub section 3.2.6 titled “Duty to Prevent Unauthorised Use of End User Service Information”, and the related sub-section number 3.3.7 titled “Use of End User Service Information”, when it breached contract with us on 23 March 2011.

Our concern arises from the fact that it appears that Singtel’s customer database may have been out-of-date, incomplete and, possibly, inaccurate at the time of our first enquiry to the 1606 “hot line” on 5 April 2011.

3.8.2 Our request to IDA in connection with this area of complaint

Under this specific complaint against Singtel, we ask that the IDA consider whether Singtel as a public telecommunication licensee designated by the IDA under Section 6 of the Telecommunications Act (the Act) may have breached any regulation in Section 3 of the Code of Practice for Competition in the Provision of Telecommunication Services 2010 titled “Duty of Licensees to Their End Users”.

3.9 Our other complaints and comments about them

In addition to Complaints 1 to 6 above, we also have a number of other complaints about Singtel, its organisation, standards, procedures and practices that are relevant to this complaint:

- **Complaint 7**: Singtel did not issue a letter of notification of phone number and account termination to Stanton, Emms & Sia on 23 March 2011;
- **Complaint 8**: Singtel did not provide us with three (3) days written notice of its intention to terminate our phone services in line their standard terms and conditions;
- **Complaint 9**: Singtel did not act in good faith or in line with its duties to its customer under its contract when it terminated our phone and fax services;
- **Complaint 10**: Singtel's lack of immediate, decisive, professional and customer-oriented response to our complaint on 5 April 2011;
- **Complaint 11**: Singtel has taken an unreasonable amount of time to deal with a very important customer complaint and release critical information to Stanton, Emms & Sia;
- **Complaint 12**: Singtel set 3 self imposed deadlines to provide the account termination documentation to Stanton, Emms & Sia and, in all cases, failed to meet the deadlines; and,

- **Complaint 13**: Singtel does not appear to have applied best practice in terms of archiving the important hard copy records of its branches when they are under renovation and this situation has led to unreasonable delays in Singtel providing us with a copy of the account termination documentation that was signed and submitted by the said Jessie Woo when our incoming phone and fax number services were terminated by Singtel in breach of contract on 23 March 2011.

All of the above complaints arise from matters that indicate that there are significant weaknesses in Singtel's:

- attitude towards its business customers,
- customer service orientation towards business customers, and
- standards of its communications with business customers.

Based on what has happened to us between 23 March 2011 and 29 April 2011, we now consider Singtel to an unreliable supplier that cannot be fully trusted to provide services of a standard that are demanded by businesses.

We also ask IDA to consider reviewing all of the above matters as part of any review that is completed on Singtel for its breach of Singapore's Telecommunications Act and related codes, standards, guidelines and best practices.

3.10 Complaints and comments about the standard of Singtel's 1606 hot line for businesses

Our final complaint is as follows and relates to the horrendous state of Singtel's communication with its business customers:

- **Complaint 14: The effectiveness of Singtel’s own phone and email based communication system in an emergency situation for a customer in distress and with immediate demands for high quality service from a decision-maker with Singtel.**

Singtel has insisted throughout the period from 5 April 2011 until today’s date (2 May 2011) that its key contact point is 1606 and that all communications should go through this so called “hot line”.

The reality of Singtel’s hot line 1606 was very close to being a useless contact point for the problems that we faced. The system is too slow, highly rigid and not at all user friendly, albeit that it is run by well meaning junior staff.

This situation forced us to make our initial complaint to the IDA because we were unable to deal with Singtel’s horrendously bureaucratic, inefficient and ineffective internal communications system. We view this as one area of major complaint against Singtel.

This situation has caused Singtel to fall into breach of any service industry best practice on communications with customers.

In view of the extreme seriousness of our case, we believe that Singtel should have immediately appointed a senior level problem-solver for us within Singtel with direct phone, fax and email contact.

It should be noted that in our first fax to Singtel about the 23 March 2011 incident dated 5th April 2011, we did make very clear demands in writing to Singtel’s customer service representatives in the following statements:

- ***“this matter is so serious that it has to be dealt with by a Director level person in Singtel”*** (see first paragraph of this fax (see **Appendix M**) ; and,

- ***“I strongly suggest that you pass this message, the attached letter and police report to a more senior manager in Singtel for their very urgent attention”***
(see second last paragraph of this fax (see Appendix M)).

At the date of writing (2 May 2011), we still do not have such contact point for our case within Singtel’s organisation.

As Singtel was very clearly put on notice that the breach of contract was very serious and needed the attention of someone in the organisation, we hope that IDA will review this matter as part of its follow-up to this complaint.

3.10 Concluding comments to IDA

3.10.1 Our demands on standards for service providers, including telecoms service providers

Stanton, Emms & Sia works in a competitive global market where all our clients all demand very high service standards from us.

In view of this, we require that all of our contractors and service providers, including our telecommunication systems providers, work to the same very high level of service because this is needed to support our own brand integrity and reputation.

We do not work with service providers that cannot maintain the highest standards of support to our operations, and, in doing so, also support our brand values and reputation.

Having considered what has happened to us since 23 March 2011 as a result of Singtel’s wrongdoings, we now consider that Singtel is a potentially serious hindrance to;

- businesses that operate from Singapore in the global market, where very high quality and consistent telecommunications services are a strategic necessity for any business to operate and compete in an effective manner; and,
- Singapore's reputation as a base for international business to operate from in a manner that is supported by well managed, high quality and customer service oriented telecommunications services providers.

Today in Singapore, phone service provision is not just about the technical aspects of the business, but is also about having strong systems in place that support all aspects of customer demands.

We hope the IDA will seriously consider this factor when it reviews our complaint against Singtel because the individual complaints detailed earlier in this complaint document have a cumulative impact in terms of overall performance and the ability to comply with Singapore's commercial and industrial needs for high quality phone services.

3.10.2 Conclusion to this complaint against Singtel

We hereby request IDA to investigate and conclude upon whether non-compliance is the case in connection to the events of 23 March 2011 and in the follow up period to 29 April 2011, and to the extent that there has been non-compliance, i.e. whether this is a serious non-compliance, which we believe it is, or some other lesser level of non-compliance with Singapore's relevant telecommunication industry laws, regulations and codes, based on:

- the content of this complaint by Stanton, Emms & Sia, which refers to all matters that are known to us up to the 2 May 2011, based on our own investigation, information from Singtel and our consideration of the content of telecommunications laws, codes, standards, guidelines and best management, internal control, accounting and customer service practices;

- the IDA's own internal standards and their interpretation relating to the complaints in this case, which are unknown to us; and,
- the information that the IDA is able to obtain from Singtel about the incidents that are being complained about in this complaint document.

This complaint document includes a 52 page detailed complaint document, together Appendices A through to R, as are referred to in the main body of the complaint document.