Customer service orientation in adhesion contracts

Kleber C. Nóbrega
Universidade Potiguar - UNP-Brazil
klebercn@unp.br

Murielle C. G. R. Câmara
Thereza A.B.S. Santos

Abstract
This paper compares the service orientation degree for cable tv contracts from five companies, based on a theoretical model developed to this purpose. Through CVI test, eight judges’s responses were analysed, showing general orientation and the most outstanding dimensions. The results indicate that contracts have moderate service orientation.

Keywords: adhesion contracts, service orientation, servant contract

Introduction
Presently, service sector is the fastest growing one in various economies in the world. Due to the increment, a global change in focus of service provision has been noticed in the last years, considering competitiveness in the market and the need for the survival of the companies after periods of economic crisis. According to Kotler (2013), the companies that will survive will be those that comprehend the necessities and wants of the target markets and are capable than others to ensure customer satisfaction.

Considering the moment of contracting services, Marques (2005) highlights that with the industrial revolution and the significant population increase, contracts will turn to be mass contracts, signed as adhesion contract available to the public in a uniform model, with unilaterally fixed clauses by the economically stronger contractual partner.

At the same time, the management services presents a current approach beyond the mere service provision. The service package recognizes several dimensions that go beyond the service itself and analyze all aspects that permeate its installment, including accessories aspects, operational and psychological process (Fitzsimmons and Fitzsimmons, 2005).

Moreover, inserted into the optical sense of service, are the theoretical constructs of Server Company and Process Servers, in which indispensable characteristics that seek to facilitate the user’s life, like the informative aspects, flexibility and customer focus (Nobrega, 2009), are being evaluated.

Thus, this research is of importance since it presents a conceptual model Server Contract, as well as evaluating which servers are the adhesion contracts offered by subscription TV companies that operate in the same region.
Theoretical Foundation

Adhesion contract under the perspective of the consumer’s right

Contract refers to a bilateral legal act with at least one declaration of intent, whose purpose is to create, the alteration or extinction of rights and duties. The classification that matters to this study refers to the categorization which considers the content negotiation by the parts. In this aspect, there are the parallel contracts, in which the parts involved have the opportunity to discuss previously their clauses. In counterpoint, there are adhesion contracts, those in which the terms are predetermined or predisposed, like in the case of the standard contract and contract form, in other words, when one part imposes the negotiating content, leaving the other part, the adherent, with only two options: to accept or not to accept the business content (Tartuce, 2011).

The Brazilian legal system, with the Consumer Protection Code, reinforced the concept of contractual balance, which reveal itself indispensable to the consumers relationships, considering the usual practice of mass contracts, through which the customers of the services adhere to the terms and conditions established unilaterally by the supplier, without the opportunity of discussing the content of the contract (Brazil, 2014).

It is noteworthy that, in contractual material, due to the balance between the parts, the customers, the consumers, service users, have the right to transparency and information at the time of contract, as well as the of legal relationship. In this sense. The written adhesion contracts will be drafted in clear terms and with ostensible and legible characters, whose letter size are not less than twelve to facilitate their understanding by the consumer (Brazil, 2014).

Furthermore, among the Principles of Contract Right, the Good Faith Principle stands out as it refers to the subjective concept of fair conduct of the contracting parts, as a duty to be attached to the obligations of the contract itself. According to Marques (2005), in contracts, the verification of the contractual good faith concerns the analysis of the existence of abusive or excessively onerous clauses to the consumer, which in some cases, are subject to nullity.

On the other hand, the duty of loyalty, clarity and transparency do not mean burden to the suppliers, since by legal imposition, contracts must ensure correct, clear, accurate, visible and in English on their characteristics, quality, quantity, composition, price, warranty, validity period and origin, among other datas, as well as the risks posed to the health and safety of consumers (Brazil, 2014).

Briefly, in the perspective of contractual protection given to consumers, a good adhesion contract must include in a perfect way four dimensions: Balance, Transparency, Clarity and Good Faith.

The dimension balance suggests the idea of equality of rights and constant contract obligations, so that it is proportionate in terms of tax and duty to the customer and to the supplier. The Transparency and Clarity dimensions are part of the inherent information duty of the supplier, and remit to highlight any clause that suggests consumer rights restriction, as well as the facilitation of informations, so that the customer gets full access to the terms of the contract and, of course, the service that he or she is hiring. Finally, the good faith, principle of contractual right and basic dimension established by the Consumer
Protection Code, reflects the contractual duty of loyalty on both sides to the service provider, the good faith is guided by the duty to be faithful to the contract proposal, and not to offer excessive tax to the contractor.

**Adhesion contract under the perspective of management service**

Service is an activity or set of activities characterized by a certain intangibility offered as a solution to customers problems (Grönroos, 2009). To Lovelock, Wirtz and Hemzo (2011, p. 21) services can be defined as "economic activities between two parts, involving an exchange of value between the seller and buyer in a market." Fitzsimmons and Fitzsimmons (2005, p. 30) conceptualize service claiming that it refers to a "perishable experience, intangible, developed for consumers who plays the role of co-producer". To Parasuraman (2006), services are not objects, but are provided through the performance of service providers. Thus, most services can not be counted, measured, inventoried, tested and verified before the sale, to ensure quality. The referred author also states that in the absence of tangible evidence, based on the evaluation of quality, the consumers evaluate other tips.

In Service Pack model proposed by Fitzsimmons and Fitzsimmons (2005), services present tangible and intangible aspects under the tangible aspects, services are comprised of installations and equipment (support facilities), in other words the available physical resources before offering the service and delivered materials (facilitators goods), which would be provided materials during the provision of service. moreover, with regard to the intangible aspect of service, the service splits in service process (explicit services), i.e, activities and execution stages to attend to the needs and expectations of the customers, and service product (implicit services) which would be the benefits, including psychological, which are a result of the process of service provision.

According to the teachings of Nóbrega (2013), in a considerably special way, it is necessary to define the service provision product, i.e, establish what sensation that is needed to influence the consumer. Therefore, it is necessary to put oneself in the customer's shoes as well as strengthening the training of people for the process of service provision.

There are several important and decisive moments in the relationship that is established between the service provider and the consumer. Among these important and decisive moments, one stands out, namely, the act of hiring. Although many companies do not consider it relevant, it is pacific that the act of hiring is, in many cases, moments of intense interaction, where the consumer will come across the different nuances of the package that will make him or her decide whether to hire or not.

Therefore, for the contract to contribute to a positive psychological effect on the consumer, it must meet conditions that remit reliability, clarity, information, security, fairness, among other sensations that benefit the customer on the act of hiring. The quoted requirements makes up the SERVQUAL dimensions theoretical construct proposed by Parasuraman, and Berry Zeithml (1990), which applies to a concept of a good contract under the perspective of service management.

In adhesion contracts, tangibility can be verified when the contractual instrument contemplates the physical aspects, considering that the client meeting with the referred aspects may not have occurred at the time of contracting the service interpreting the
reliability dimension as the ability to meet the promised. It is verified that for the contract to achieve its purpose, to fulfill its promise, that is, establish and clearly state the terms of an agreement it is necessary to present a simple language, conspicuous and legible characters, free of error and satisfactorily explain the technical terms. The security for contract purposes can be glimpsed when establishing a proportional number between clauses that present rights and obligations to the contractor, considering that it interferes with consumer expectations and his or her perspective of self-safety and self conscious of not having only obligations. On the other hand, the contractual responsiveness can be interpreted as a prediction deadline and the expectation that the service will be held within a reasonable time, since it is solution to any customer’s problem. And finally, empathy can be glimpsed in the contract when it contemplates, a personalized service to its customers.

**Adhesion contract under the perspective of sense of serving**

Reflecting the concept of service in the etymological context of the word “serve” which suggests subservience, slavery, servant character, among others, it is possible to glimpse the necessity of the organization to adopt a “spirit of service,” where it is possible to identify the customers necessities and attend to them consequently (Nóbrega, Ribeiro and Marques, 2006).

Yoshimura (1996) calls "spirit of service" the behaviors that reveal the sensation of well-being to the customer, through readiness, cordial attitude, willingness to help, which does not necessarily mean subservience or inferiority behavior.

Molnar (2007) states that leadership in serving relates to the concept of an ethic based on virtue which emphasizes the personal moral character of the agent. Nóbrega, Ribeiro and Marques (2006, p.3) define serving as "performing activities with the aim of providing benefit to those that are being served. The strategy, with the aim of satisfying the customers, therefore, insert itself as the organization’s behavior modification tool. In this sense, it is important that the server behavior in the organization develops itself spontaneously, without the sense of obligation and ensure the transformation and personal growth of those involved (Zeithaml and Bitner, 2003).

Nóbrega (2009) lists some attributes for the server behavior, which include responsibility, simplicity, renunciation, initiative, willingness to help, welfare practice and utility.

In this sense, analyzing the strategic option of the sense of serving, Nobrega (2009) idealized the theoretical construct of the server company, through which the sense of serving is revealed through the union of six dimensions, namely, server behavior, service strategy, server products, process servers, service culture and servant leadership.

However, considering the act of hiring being part of the service-process for contracts effects it is relevant to study the dimensions of process servers in an adapted way. Thus, for an adapted application of the theoretical construct of the process server to adhesion contracts, with regard to the orientation to serve specific contract, the dimensions of simplicity, flexibility, customer focus and information should be considered.

Nóbrega (2009) in speaking about the sense of serving, presents, as an example, that when writing a text the author should keep in mind the clarity, objectivity of ideas and ease of understanding by the reader. He should endeavor to make it easy and affordable. The
benefit of the reader is to understand clearly the content of the read text. If the author has a
sense of serving, he will write the text clearer and easier to understand.

For the purpose of contract, the simplicity dimension, which in theoretical construct
of the server process suggests no formalities, complements the clarity and transparency
requirement addressed by the Consumer Right.

In relation to the flexibility in contract office, this can be interpreted with the
prediction possibility of contractual clauses that visualize unpredictable situations, without
giving the customer excessive burdens.

In this aspect, the focus on customer, a contractual analysis, can be glimpsed when
the contract covers exhaustively their rights and not just their obligations, in a way that
there is a balance between rights and obligations.

Thus, the informative character, present in the theoretical construct of the server
process and equally assured by the Consumer Protection Code, is reinforced by thesis
related to the sense of serving, since the information is indispensable, including, for the
success of service provision.

In synthesis, from the perspective of service-process, the ideal form is that the
contractual clauses visualize unpredictable situations, without giving the customers
excessive burdens, inform the stages of execution of the service and the required behaviors
of the customer, thoroughly present the rights of the contractor and are simple, direct,
objective, with a less elaborated language, to fulfill the enlightening role of the service
stage, namely hiring.

The Theoretical Construct of a Contract Server

The conceptual model of a contract server is the result of analysis of the interfaces between
the contract dimensions oriented to serve under the perspective of the Consumer Right,
Service Management and Sense of Serving. The Picture 1 shows the Theoretical Construct
of a Server Contract:

<table>
<thead>
<tr>
<th>DIMENSIONS AND ATTRIBUTES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DIMENSION PHYSICAL ASPECTS</strong></td>
</tr>
</tbody>
</table>
| A1. The contract includes aspects of Physical Structure (Tangible Dimensions - Zeithaml,
Parasuraman and Berry, 1990; Adapted) |
| A2. The contract includes equipment used / needed (Tangible Dimensions - Zeithaml,
Parasuraman and Berry, 1990; Adapted) |
| A3. The contract includes The documents used / needed (Tangible Dimensions - Zeithaml,
Parasuraman and Berry, 1990; Adapted) |
| A4. The contract includes number of employees (Tangible Dimensions - Zeithaml,
Parasuraman and Berry, 1990; Adapted) |
| **DIMENSION REASONABLENESS** |
| A5. Proportionate number of clauses which present rights and obligations to the client / contractor (Security Dimension - Zeithaml, Parasuraman and Berry, 1990; Adapted); |
| A6. Proportionality between the rights and obligations of the contractor (Balance Dimension - Marques, 2013 Tartuce, 2011 and CDC - Brazil, 2014); |
A7. Predictable situations of unpredictability, without giving excessive burden to the customer (Flexibility Dimension - Nobrega 2013 and Lopes Nobrega, 2013 Adapted);
A8. Making contractual cost of the contractor to be flexible. (Flexibility Dimension - Nobrega 2013 and Lopes Nobrega, 2013 Adapted);

### DIMENSION INTELLIGIBILITY

A12. Comprehensive information on features, quality, quantity, composition, price, warranty, terms of validity and origin, among other data, as well as on the risks posed on health and safety, if any. (Clarity / Transparency Dimensions - Marques, 2013 Tartuce, 2011 and CDC - Brazil, 2014)
A13. Objectivity of the contract (Reliability Dimension - Zeithaml, Parasuraman and Berry, 1990; Adapted)
A14. Clarification of technical terms (Reliability Dimension - Zeithaml, Parasuraman and Berry, 1990; Adapted)
A15. Clarification of the process, with the explanation of the stages of execution of the service (Information Dimension / Simplicity -Nóbrega 2013 and Lopes Nobrega, 2013 Adapted)
A16. Explanations of the conduct of the customer(Information Dimension / Simplicity - Nobrega 2013 and Lopes Nobrega, 2013 Adapted);
A17. Highlights of harmful clauses to the customer (Clarity Dimensions / Transparency - Marques, 2013 Tartuce, 2011 and CDC - Brazil, 2014)

### DIMENSION CUSTOMER FOCUS

A18. Elimination of abusive terms (Good faith Dimension - Marques, 2013 Tartuce, 2011 and CDC - Brazil, 2014);
A19. Proposed service with possibilities of execution as promised (Good faith Dimension - Marques, 2013 Tartuce, 2011 and CDC - Brazil, 2014);
A20. Highlighting of the clauses that present rights to the client / contractor (Customer Focus Dimension - Nobrega 2013 and Lopes Nobrega, 2013 Adapted);
A21. Deadline prediction (Responsiveness Dimensions / Empathy -Zeithaml, Parasuraman and Berry, 1990; Adapted);
A22. Reasonable time prediction of service execution (Responsiveness Dimensions / Empathy -Zeithaml, Parasuraman and Berry, 1990; Adapted);
A23. Prediction of services personalization (Responsiveness Dimensions / Empathy -Zeithaml, Parasuraman and Berry, 1990; Adapted);

The physical aspect, part of the service tangible aspect, is a verification if the contract includes the aspects of physical structure, equipment, necessary documents, persons, especially for services where such requirements are necessary and relevant.

The reasonability dimension is related to the analysis of balance and proportionality of the clauses that deal with the rights and duties of the contractor. Apart from that, in the perspective that can be considered reasonable, the verification of an excessive burdensome to the customer and the inclusion of clauses that protect, in some way, unpredictable situations, without the cause of loss to the contractor, is being glimpsed to this specific dimension.
However, the intelligibility by the conceptual notion of that which is intelligible, is something that is understood easily, simple comprehension. Thus, translates clarity and accessibility ideas. Therefore, it is the dimension that covers the type of contract language, the presence of conspicuous and legible characters, the lettering size, the amplitude information, the simplicity, the objective character, the explanation of technical terms, information about the stages of service process, instructions directed to the client, highlights of harmful clauses to the contractor and the exemption of errors.

Finally, the proposed conceptual model suggests a fourth and final dimension, called customer focus, which refers to the concepts of good faith, responsiveness and contractual readiness. It is for the verification of abusive clause or that which presents burdensome to the customers, as well as the analysis if the contract thoroughly exposes the rights of customers. It also consist the study of the loyalty of contractual proposal and established deadline. Moreover, even if the proposed theoretical construct is destined to adhesion contracts, elaborated unilaterally by the organizations providing service, it is somehow possible that, the contractual instrument glimpse forms of service personalization, showing focus on serving the customer.

Thus, based on the theoretical model of contract server, a research was carried out, which scaled the degree of sense of serving adhesion contracts proposed by companies providing subscription TV service.

**Methodology**

It is a descriptive research, since it evaluated the profile of adhesion contract, made available by 5 companies providing subscription TV service. That that have greater activity in the State of Rio Grande do Norte, Brazil, to detect the extent at which these contractual instruments are targeting to serve the customer.

The analysis consisted of the evaluation of the 5 adhesion contracts by eight law professionals, whom we call judges through research script with 4 dimensions and 24 attributes, related to the theoretical construct of the Contract Server. The applied research instrument presents to each enquiry, three alternatives, which indicate that the contract does not contemplate, the contract contemplate moderately or contemplate a determined aspect in an adequate form.

By opportune, considering the analysis of the response provided by the judges that evaluated the subscription TV contract of 5 companies that possesses greater performance in the local market, it was noticed, initially, that all the 24 items evaluated by the 8 judges obtained an Cronbach's alpha ranging between 0.722 and 0.762, alias, with data consistency rated as satisfactory (Nunnally, 1978).

**Results**

To verify the concordance degree of the judges (specialists) for the evaluated contracts, the Kappa test was applied, which resulted in a poor or regular concordance among the judges value 0.31), considering the variations analysis and provided response (JR Landis Koch GG, 1997).
Thus, to give greater security to the results, the Content Validation Index (CVI) was used, calculated by comparing the individual assessment of a judge with the assessment of others, calculating the CVI for each pair of judges (Waltz, Strickland and Lenz, 1991). In relation to the concordance index of the judges, a negative correlation to the content validation, where, the overall average of CVI was 0.73, when the validation value cutoff point is above 0.78 or 9.0 (Alexander and Colluci 2011), i.e, according to CVI, the Cable TV contract operators contract were evaluated as inadequate.

Furthermore, from the 959 responded questions. 559 present an unsatisfactory analysis from the evaluators, since they remit the aspects not contemplated, or contemplated with some limitation, as shown in Table 1:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Absolute frequency</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract does not contemplate</td>
<td>159</td>
<td>16.58</td>
</tr>
<tr>
<td>Contract contemplate insufficiently</td>
<td>400</td>
<td>41.71</td>
</tr>
<tr>
<td>Contract contemplate adequately</td>
<td>400</td>
<td>41.71</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>959</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>

Thus, the overall evaluation of all items, 58, 29% of the evaluated issue reveal lacuna in the contract. Therefore, according to the CVI and the overall evaluation of the requirements, the subscription TV contracts in, general were evaluated as inadequate, i.e, present low orientation to serve.

However, even if the overall evaluation has not revealed satisfaction in the contracts evaluation, after the application of the parametric statistical tests MANOVA (Multivariate Analysis of Variance) and Tuke test, it was found that the four dimensions evaluated, two of them presented better performance, namely, intelligibility and customer focus. Table 2 shows the arithmetic averages of the questions relating to four dimensions:

<table>
<thead>
<tr>
<th>Dominances</th>
<th>Minimum</th>
<th>Maximum</th>
<th>25%</th>
<th>Median</th>
<th>75%</th>
<th>Mean</th>
<th>standard deviation</th>
<th>CV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical aspects</td>
<td>1.00</td>
<td>2.75</td>
<td>1.50</td>
<td>1.75</td>
<td>2.13</td>
<td>1.81</td>
<td>0.44</td>
<td>24.38</td>
</tr>
<tr>
<td>Customer Focus</td>
<td>1.83</td>
<td>2.83</td>
<td>2.17</td>
<td>2.33</td>
<td>2.50</td>
<td>2.31</td>
<td>0.26</td>
<td>11.41</td>
</tr>
<tr>
<td>Intelligibility</td>
<td>2.00</td>
<td>2.89</td>
<td>2.22</td>
<td>2.56</td>
<td>2.78</td>
<td>2.52</td>
<td>0.27</td>
<td>10.56</td>
</tr>
<tr>
<td>Reasonableness</td>
<td>1.25</td>
<td>3.00</td>
<td>1.50</td>
<td>2.00</td>
<td>2.25</td>
<td>1.97</td>
<td>0.47</td>
<td>23.92</td>
</tr>
</tbody>
</table>

According to Table 2, the dimensions performance (average) with the following result: intelligibility (2.52), customer focus (2.31), reasonable (1.97) and physical (1, 81) were observed.

The comparison of the dimensions between the research operators was conducted, it is perceived that for a significance level of 5%, there is no evidence of statistical difference between the five companies evaluated with 4 dimensions studied.

The results show that the five companies surveyed were similar in general performance, that is, none of them stood out over the others.

Therefore, from the five contracts evaluated, it is noticed that, in general, all present low orientation to serve and that, among them, none of the companies releases a contract that can be considered best rated or with best orientation to serve to the customer.
Finally, the proposed dimensions in the theoretical model of a contract server, namely, Physical Aspects, Reasonableness, Intelligibility and Customer Focus, only the last two presented better performance.

**Final Considerations**

The search indicated that, in general, the contracts presented low orientation to serve, and that, among them, none of the companies releases a contract that can be considered best rated or with best orientation to serve. Finally, the dimensions that stood out for a better evaluation were intelligibility and Customer Focus.

Therefore, the research found that the adhesion contracts provided by the subscription TV service provision companies are oriented to serve in the aspect of clarity, transparency, information, reliability, contractual loyalty, responsiveness, and customer focus.

Thus, language simplicity, readable configuration, objectivity allied to information, clarifications and necessary explanations, the reduction of abusive clauses, the proposal of possible service to be executed as promised and deadline prevision were the characteristics well evaluated by the judges. On the other hand, the contractual predictions related to the physical aspects, balance, flexibility and security received a more negative evaluation.

From the perspective of management implications, the study presents important practical efficacy, because it can guide the subscription TV companies in the market to adopt improvement strategies in the elaboration of contract, so that the contractual instruments be would reviewed of clauses that promote the sensation of better service to their customer. At the same time, the research presented results that can direct the manager to the aspect that deserves more attention, i.e, which dimensions require further refinement and direction to serve.

However, even if the researched companies offer other services, like telecommunications, and broadband internet, the study applied only to subscription TV service. Thus, in the ambit of the researched, it is suggested that future researches evaluate the contract of other provided services.

Expanding the list of researched organizations, the utilization of this theoretical construct, is suggested, so that it is applied to other companies and other business branches and verify if other available contracts in the market meet the presented attributes.

Finally, it is indicated that future researches can analyze which dimensions and attributes are considered more relevant to the general perception of the contracts like to analyze the relevance of the contract server to the customer and the influence of this type of contract in the quality of service.

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