



Notification of Contravention of General Condition 14 under Section 94 of the Communications Act 2003

**Notice served on Platinum Telecom UK Limited (“Platinum Telecom”)
by the Office of Communications (“Ofcom”)**

**This is the non-confidential version. Confidential information has
been redacted. Redactions are indicated by [X]**

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NOTIFICATION TO PLATINUM TELECOM UK LIMITED (“PLATINUM TELECOM”) UNDER SECTION 94 OF THE COMMUNICATIONS ACT 2003 OF CONTRAVENTION OF GENERAL CONDITION 14

Ofcom’s determination

1. Ofcom hereby determines that there are reasonable grounds for believing that Platinum Telecom has contravened, and is contravening, General Condition 14.5 (“GC 14.5”). Specifically, Platinum Telecom has contravened GC 14.5(b) which requires it to comply with the provisions of its Code of Practice for Sales and Marketing for dealing with its Domestic and Small Business Customers (“the Code”). Platinum Telecom has failed to comply with the provisions of the Code by:
 - (i) Failing to ensure that “copies of this [Platinum Telecom’s] code are available free of charge in various formats on request, including via [Platinum Telecom’s] website www.platinumtelecom.com” (page 1 of the Code)¹;
 - (ii) Failing to “respect [a person’s] wishes if [the person has] registered with any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service, the Fax Preference Service and the E-Mail Preference Service” (page 1 of the Code)²;
 - (iii) Failing to ensure that “on making contact, [Platinum Telecom’s] representatives will immediately identify themselves, state [Platinum Telecom’s] company name, the purpose of the call and how long it should take” and “[Platinum’s representatives] must offer only factual and accurate information about [Platinum Telecom’s] services and contracts and must not misrepresent [Platinum Telecom’s] services or those of other companies” (pages 2 to 3 of the Code)³; and
 - (iv) Failing to ensure that “if [the customer] enter[s] into a contract [the customer] fully understand the terms and [is] sure that this is what [the customer] want[s] to do” (page 3 of the Code)⁴.
2. The reasons for Ofcom’s determination are set out in the explanatory statement accompanying this Notification.

The General Conditions

3. Section 45(1) of the Communications Act 2003 (the “Act”) gives Ofcom the power to set conditions, including general conditions, binding on the person to whom they are applied.
4. The Schedule to a Notification issued by the Director General of Telecommunications on 22 July 2003 under section 48(1) of the Act, and taking effect from 25 July 2003, sets out the General Conditions of Entitlement (the

¹ This provision reflects paragraph 1.4 and 1.5 of Ofcom’s Guidelines for sales and marketing codes of practice for Fixed-line Telecommunications Services (“the Guidelines”)

² This provision reflects paragraph 3.2 of the Guidelines

³ This provision reflects paragraphs 5.3 and 5.5 of the Guidelines

⁴ This provision reflects paragraph 5.5 of the Guidelines

“General Conditions”). The General Conditions apply to all communications providers.

5. Sections 94 to 96 of the Act provide for the “enforcement of conditions” and give Ofcom powers to take action, including the imposition of penalties, against persons who contravene, or have contravened, a condition set under section 45.
6. General Condition 14 sets out the requirement for Codes of Practice (as defined in that condition) and dispute resolution. General Condition 14 was amended following consultation and by the Notification of Modification to a General Condition “*Protecting citizens and consumers from mis-selling of fixed-line telecommunications services*” published by Ofcom on 13 April 2005.⁵ General Condition 14 was further amended following consultation by the Notification of Modification to a General Condition “*Providing citizens and consumers with improved information about Number Translation Services and Premium Rate Services*” published by Ofcom on 19 April 2006, which entered into force on 19 June 2006 (which amended the numbering in General Condition 14, although not the obligation it places on communication providers in relation to sales and marketing practices).⁶
7. References to General Condition 14.3 (as it then was) and General Condition 14.5 (as it now is) in this Notification will be referred to as “GC 14.5” for ease of reference, though any references to the operation of these obligations prior to 19 June 2006 will be in respect of General Condition 14.3.
8. GC 14.5 requires that:

During the Relevant Period, those Communications Providers who provide Fixed-line Telecommunications Services or the Wholesale Inputs to Fixed-line Telecommunications Services, shall:

- (a) *establish and thereafter maintain a Code of Practice for Sales and Marketing for dealing with its Domestic and Small Business Customers, which conforms with the Guidelines set out in Annex 3 to this Condition; and*
- (b) *comply with the provisions of the Code of Practice for Sales and Marketing established according to Condition 14.5(a) above.*

Platinum Telecom’s Code of Practice

9. On 31 January 2006, Platinum Telecom supplied Ofcom with its Code. It is this Code which has been used to assess Platinum Telecom’s compliance with GC 14.5(b).

Action required by Platinum Telecom

10. Platinum Telecom shall have until 5.00pm on **16 October** (the “deadline”) to comply with the requirements of GC 14.5(b).
11. Platinum Telecom should take steps prior to the deadline to comply with the requirements of GC 14.5(b). In particular, Ofcom would expect that the steps

⁵ See <http://www.ofcom.org.uk/consult/condocs/mis-selling/#content>.

⁶ See http://www.ofcom.org.uk/consult/condocs/nts_info/statement/statement

Platinum Telecom takes to comply with the requirements of GC 14.5(b) may include, but are not limited to:

- (i) Putting procedures in place to ensure that copies of its code are available free of charge in various formats on request, including via its website www.platinumtelecom.com (page 1 of the Code);
- (ii) Ensuring its representatives respect a person's wishes if the person has registered with any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service, the Fax Preference Service and the E-Mail Preference Service (page 1 of the Code);
- (iii) Ensuring that on making contact, representatives state clearly that they represent Platinum Telecom and offer only factual and accurate information about Platinum Telecom's services and contracts. Additionally, Platinum Telecom must not misrepresent its services or those of other companies (pages 2 to 3 of the Code); and
- (iv) Ensuring that customers entering into a contract fully understand the terms, in particular the length of the contract and the level of the termination fee for terminating the contract within the term (page 3 of the Code).

12. Platinum Telecom shall have until the deadline to remedy fully any consequences arising from its contravention of GC14.5(b). Ofcom would expect that the steps Platinum Telecom takes to remedy any consequences arising from its contravention may include, but are not limited to, refunding in full and/or waiving all 'breach of contract' or other termination charges paid and/or otherwise payable by a customer:

- i. to whom any misrepresentation was made by Platinum Telecom or one of its employees, agents or representatives; or
- ii. who was not clearly informed during the transfer process of the length of the minimum contract term and/or the fact that early termination fees were payable and/or the nature of the early termination fee.

13. Platinum Telecom has until the deadline in which to make representations to Ofcom about matters contained in the Explanatory Statement accompanying this Notification.

14. If Platinum Telecom does not comply with GC 14.5(b) and/ or fails to remedy the consequences of its breach of GC 14.5(b) as set out in this Notification, Ofcom may issue a notification under section 95 of the Act and/or may impose a penalty on Platinum Telecom under section 96 of the Act.

Interpretation

15. Words or expressions used in this Notification have the same meaning as in the General Conditions or the Act except as otherwise stated in this Notification.

David Stewart

Director of Investigations
12 September 2006

Summary

S1. Ofcom has issued a notification under section 94 of the Communications Act 2003 (“the Act”) to Platinum Telecom UK Limited (“Platinum Telecom”) regarding breaches of Ofcom’s rules concerning sales and marketing.

S2. Ofcom’s investigation has concluded that there are reasonable grounds for believing that Platinum Telecom has contravened and is contravening General Condition 14.5(b) (“GC 14.5(b)"). Platinum Telecom has failed to comply with the provisions of the Code, by:

- (i) Failing to ensure that “copies of this [Platinum Telecom’s] code are available free of charge in various formats on request, including via [Platinum Telecom’s] website www.platinumtelecom.com” (page 1 of the Code)⁷;
- (ii) Failing to “respect [a person’s] wishes if [the person has] registered with any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service, the Fax Preference Service and the E-Mail Preference Service” (page 1 of the Code)⁸;
- (iii) Failing to ensure that “on making contact, [Platinum Telecom’s] representatives will immediately identify themselves, state [Platinum Telecom’s] company name, the purpose of the call and how long it should take” and “[Platinum’s representatives] must offer only factual and accurate information about [Platinum Telecom’s] services and contracts and must not misrepresent [Platinum telecom’s] services or those of other companies” (pages 2 to 3 of the Code)⁹; and
- (iv) Failing to ensure that “if [the customer] enter[s] into a contract [the customer] fully understand the terms and [is] sure that this is what [the customer] want[s] to do” (page 3 of the Code).¹⁰

S3. In particular, Ofcom has reasonable grounds for believing that Platinum Telecom has engaged in practices that mislead potential customers into believing Platinum Telecom are part of British Telecommunications plc (“BT”), authorised to act on BT’s behalf or affiliated with BT other than by interconnecting with BT’s network at the wholesale level. This has resulted in customers who are so misled establishing long-term (5- year) contracts with high (£395 plus VAT) termination fees. Ofcom has also concluded that there are reasonable rounds to believe that Platinum Telecom did not ensure that its customers fully understood the long term nature of the contracts.

S4. Platinum Telecom has until 5.00pm on 16 October 2006 (the “deadline”) to comply with the requirements of GC 14.5(b). In particular Ofcom would expect that the steps Platinum Telecom takes to comply with the requirements of GC 14.5(b) may include, but are not limited to:

⁷ This provision reflects paragraph 1.4 and 1.5 of Ofcom’s Guidelines for sales and marketing codes of practice for Fixed-line Telecommunications Services (“the Guidelines”)

⁸ This provision reflects paragraph 3.2 of the Guidelines

⁹ This provision reflects paragraphs 5.3 and 5.5 of the Guidelines

¹⁰ This provision reflects paragraph 5.5 of the Guidelines

- (i) Putting procedures in place to ensure that copies of its code are available free of charge in various formats on request, including via its website www.platinumtelecom.com (page 1 of the Code);
- (ii) Ensuring its representatives respect a person's wishes if the person has registered with any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service, the Fax Preference Service and the E-Mail Preference Service (page 1 of the Code);
- (iii) Ensuring that on making contact, representatives state clearly that they represent Platinum Telecom and offer only factual and accurate information about Platinum Telecom's services and contracts. Additionally, Platinum Telecom must not misrepresent its services or those of other companies (pages 2 to 3 of the Code); and
- (iv) Ensuring that customers entering into a contract fully understand the terms, in particular the length of the contract and the level of the termination fee for terminating the contract within the term (page 3 of the Code).

S5. Under the terms of the Notification, Platinum Telecom is required to remedy fully any consequences arising from its contravention of GC14.5(b).

S6. Ofcom would expect that the steps Platinum Telecom takes to remedy the consequences may include, but are not limited to, refunding in full and/or waiving all 'breach of contract' or other termination fees paid and/or otherwise payable by a customer:

- (i) to whom any misrepresentation was made by Platinum Telecom or one of its employees, agents or representatives; or
- (ii) who was not clearly informed during the transfer process of the length of the minimum contract term and/or the fact that early termination fees were payable and/or the nature of the early termination fee.

Explanatory Statement

Ofcom's investigation and reasoning

Background

1. On 13 April 2005 and following public consultation, Ofcom issued a statement and notification on the effectiveness of consumer safeguards designed to protect consumers from mis-selling of fixed-line telecommunications services.
2. In light of the responses to the consultation, Ofcom concluded that mis-selling of fixed-line telecommunications services was and had been a problem, and that additional regulatory safeguards were needed. Accordingly, with effect from 26 May 2005, General Condition 14.5 has required communications providers who provide fixed-line telecommunications services and engage in sales and marketing activity, to establish, and comply with, a Code of Practice for Sales and Marketing which is in accordance with Ofcom's published guidelines in respect of the content of such codes.
3. General Condition 14 was further amended following consultation by the Notification of Modification to a General Condition "*Providing citizens and consumers with improved information about Number Translation Services and Premium Rate Services*" published by Ofcom on 19 April 2006, which entered into force on 19 June 2006.¹¹
4. On 27 May 2005, Ofcom opened an investigation to monitor compliance by providers of fixed-line telecommunications services with the amended GC 14.5.¹² Ofcom has been monitoring allegations of mis-selling from consumers in order to identify companies who are engaged in mis-selling, so that Ofcom can take action to protect the interests of consumers.
5. From January 2006 to August 2006, Ofcom has received 79 complaints and expressions of dissatisfaction from consumers about Platinum Telecom in relation to mis-selling and slamming.¹³ Ofcom received 30 of the 79 complaints between January and March 2006.
6. When considering whether to open a separate investigation into Platinum Telecom, Ofcom took into account the nature of the complaints and enquiries received, together with evidence recovered by Hertfordshire Trading Standards

¹¹ See http://www.ofcom.org.uk/consult/condocs/nts_info/statement/statement. This consultation renumbered General Condition 14.3 to General Condition 14.5. The obligations relating to Codes of Practice for Sales and Marketing pursuant to General Condition 14.3 are now imposed by General Condition 14.5. The obligations have not changed, and only the numbering in General Condition 14 has. As already noted references to the obligations in General Condition 14.3 and General Condition 14.5 in this Explanatory Statement will be referred to as "GC 14.5" for ease of reference, though any references to the operation of these obligations prior to 19 June 2006 will be in respect of General Condition 14.3.

¹² Own-initiative investigation: Monitoring and enforcement of the requirements regarding Codes of Practice for Sales and Marketing. Case Reference: CW/00838/05/05

¹³ See Evidence Volume 1, Tab 6

(“HTS”) and passed to Ofcom. HTS disclosed that evidence to Ofcom under Part 9 of the Enterprise Act.¹⁴

Ofcom investigation into Just Telecomms UK Ltd

7. On 31 August 2005, following complaints from consumers about the mis-selling of fixed-line telecoms by Just Telecomms UK Limited (company number 05307650) (“JTUK”), Ofcom opened an investigation into JTUK.¹⁵ JTUK is a communications provider based in Hertfordshire whose trading names/styles include “Lo-Rate Telecom”.
8. Ofcom's investigation examined whether JTUK had failed to comply with the requirements of its Code of Practice for Sales and Marketing activity pursuant to GC 14.5(b).
9. On 14 March 2006, Ofcom issued a notification under section 94 of the Act to JTUK setting out Ofcom's conclusion that it had reasonable grounds for believing that JTUK had failed to comply with the provisions of its Code of Practice for Sales and Marketing. Ofcom specified a period of one month for JTUK to comply with GC 14.5(b), make representations to Ofcom about the notified contraventions and remedy any consequences arising from its contraventions.
10. Having taken account of those representations and having carefully considered all of the available evidence, on 23 June 2006, Ofcom gave a notification to, and imposed a penalty on, JTUK pursuant to sections 95 and 96 of the Act. Ofcom concluded that JTUK had contravened GC 14.5(b) in relation to sales and marketing activity and that it had failed to remedy the consequences of that contravention within the one month specified in the section 94 Notification issued to JTUK on 14 March 2006.
11. Evidence used to form Ofcom's opinion in relation to the JTUK investigation included evidence of call scripts, paper files and computer records recovered from JTUK's offices in Hemel Hempstead by HTS on 25 January 2006.
12. The evidence gathered by HTS from JTUK's offices, however, also included ‘Platinum Telecom’-branded material, suggesting a link between Platinum Telecom and JTUK. Ofcom's first information request to Platinum Telecom¹⁶ required it to explain any commercial, contractual and/or practical relationship between Platinum Telecom and JTUK.
13. In its response Platinum Telecom stated that Lee Baines, Phil Lasenby and Peter Lasenby (the sole Director of Platinum Telecom) established JTUK and entered the telecommunications market in January 2005.¹⁷ However Phil Lasenby and Peter Lasenby left JTUK in October 2005 to pursue their own business interests. Platinum Telecom was incorporated on 28 September 2005 with Peter Lasenby as sole director and sole shareholder¹⁸. Platinum Telecom's response states that:

¹⁴ Under section 241(3) of the Enterprise Act 2002

¹⁵ http://www.ofcom.org.uk/bulletins/comp_bull_index/comp_bull_ccases/closed_all/cw_857/#content

¹⁶ Evidence Volume 1, Tab 7

¹⁷ Evidence Volume 1, Tab 1

¹⁸ Evidence Volume 1, Tab 8

“Platinum Telecom, then, is an entirely separate legal entity from Just Telecomms UK Limited. The two companies have different company numbers [...] and different registered addresses. They do not have any directors in common. The companies also do not have any shareholders in common.”

14. Platinum Telecom then went on to explain the commercial connections between the two companies:
- “(i) although Platinum Telecom and Just Telecomms UK Limited operate from physically separate office suites, Platinum Telecom does lease its premises from Just Telecomms UK Limited on normal commercial terms.*
 - (ii) both companies, in common with many other telecommunications providers, outsource certain of their services to ☒. These services are set out in detail in response to question 2 below.”*
15. Having considered the complaints and expressions of dissatisfaction from customers and prospective customers of Platinum Telecom and the evidence uplifted by HTS, on 13 March 2006 Ofcom opened a separate investigation into the activities of Platinum Telecom.

Notification of Breach of GC 14.5

16. Where Ofcom determines that there are reasonable grounds for believing that a person is contravening, or has contravened, one or more of the General Conditions, they may give that person a notification under section 94 of the Act.
17. GC 14.5 states:
- During the Relevant Period, those Communications Providers who provide Fixed-line Telecommunications Services or the Wholesale Inputs to Fixed-line Telecommunications Services, shall:*
- (a) establish and thereafter maintain a Code of Practice for Sales and Marketing for dealing with its Domestic and Small Business Customers, which conforms with the Guidelines set out in Annex 3 to this Condition; and*
 - (b) comply with the provisions of the Code of Practice for Sales and Marketing established according to Condition 14.5(a) above.*
18. Therefore, in giving a notification under section 94 to Platinum Telecom in relation to a contravention of GC 14.5, Ofcom must have reasonable grounds for believing that during the Relevant Period¹⁹ Platinum Telecom:
- a) Is a Communications Provider (as that term is defined in GC 14);
 - b) Provides fixed-line telecommunications services or the wholesale inputs to such services; and

¹⁹ Pursuant to General Condition 14.8(p) the “Relevant Period” is between 26 May 2005 and 25 May 2007. The conduct in question clearly relates to this period.

- c) Has either failed to establish (or has not maintained) a Code of Practice for Sales and Marketing for its domestic and small business customers which conforms to the Guidelines; or
- d) If it has established (and maintained) such a Code of Practice, has failed to comply with one or more provisions of that Code of Practice.

a) Communications Provider

19. "Communications Provider" is defined in section 14.8(b) of GC 14, which states:

14.8 *In this Condition:*

...

- (b) *"Communications Provider" means a person who provides Public Electronic Communication Services to Domestic and Small Business Customers;*

20. There is no definition of "Public Electronic Communications Services" ("PECS") in General Condition 14. However, PECS is defined in Part 1 of the General Conditions, which states:

"Public Electronic Communications Service" means any Electronic Communications Service that is provided so as to be available for use by members of the public;

21. "Electronic Communications Service" ("ECS") is defined in Part 1 of the General Conditions which states:

"Electronic Communications Service" means any service consisting in, or having as its principal feature, the conveyance by means of an Electronic Communications Network of Signals, except in so far as it is a Content Service;

22. "Electronic Communications Network" ("ECN") is defined in Part 1 of the General Conditions and means:

- (a). *a transmission system for the conveyance, by the use of electrical, magnetic or electro-magnetic energy, of Signals of any description; and*
- (b). *such of the following as are used, by the person providing the system and in association with it, for the conveyance of the Signals –*
 - (i) *apparatus comprised in the system;*
 - (ii) *apparatus used for the switching or routing of the Signals; and*
 - (iii) *software and stored data*

23. "Signal" is defined in Part 1 of the General Conditions and includes –

- (a) *anything comprising speech, music, sounds, visual images or communications or data of any description; and*

- (b) *signals serving for the impartation of anything between persons, between a person and a thing or between things, or for the actuation or control of any apparatus;*
24. Platinum Telecom purchases telephone access line and calls services from X (“X”).²⁰ Platinum Telecom then uses those services to enable it to offer retail line rental and call services to customers (that is, it re-sells the wholesale services purchased from X). The service provided by X to Platinum Telecom comprises two elements (access lines and calls made over access lines), each of which are, in turn, derived from services provided by BT called Wholesale Line Rental (“WLR”) and Carrier Pre-Selection (“CPS”).
25. WLR is a facility by which BT provides other communications providers (in this case, X) with the ability to offer monthly line rental and associated services (such as fault repair) on the BT network. Providers such as X may provide those services directly to (end-user) customers, or offer those services for onward sale by other providers (in this case, Platinum Telecom).
26. CPS is a facility which allows a customer who is connected to the BT network to choose one of a number of companies, including BT itself, to be that customer’s preferred provider of calls. When a specified type of call is made from a line with CPS (for example, ‘international calls’ or ‘all calls’), BT conveys that call to the customers’ nominated preferred provider’s electronic communications network so that provider can complete that call.
27. Taken together, WLR and CPS allow communications providers other than BT to provide an integrated telephony service comprising calls and access on comparable terms and conditions as those supplied by BT’s own retail business and billed on a single monthly bill cover both service elements. In this case X is using WLR and CPS to provide this type of wholesale telephony service to Platinum Telecom, including line rental and calls, which Platinum Telecom uses to provide retail services to its customers.
28. Platinum Telecom, therefore, provides a service which consists of the conveyance of signals (i.e. speech) by way of BT’s ECN. This falls within the definition of ECS contained in Part 1 of the General Conditions.
29. However, to fall within the definition of PECS, the ECS provided by Platinum Telecom must be “provided so as to be available for use by members of the public”. “Public” is not defined in GC 14, the General Conditions, or the Act. However, Oftel stated in the context of a “public electronic communications networks” that:
- “Oftel’s understanding has been that a publicly available service is one that is available to anyone who is both willing to pay for it and abide by applicable terms and conditions. A publicly available service is distinguishable from a bespoke service restricted to a limited group of individual and identifiable customers.*
- It is also to be understood that the term members of the public requires a broad interpretation – it is not to be read as residential or small business customers. A service that because of its scale, such as a virtual private*

²⁰ Evidence Volume 1, Tab 1

*network service, is only likely to attract corporate customers is still considered to be available to members of the public.*²¹

30. Oftel took a broad interpretation of the term “available to the public”. In fact, it suggested that this was not to be construed so narrowly as to limit the interpretation to Domestic and Small Business Customers. Therefore, it would be quite clear that by offering its telephony services to predominantly Small Business Customers, Platinum Telecom would be providing an ECS that is available for use by the public.

31. Ofcom further stated in the *Regulation of VoIP Services: Statement and further consultation* dated 22 February 2006 that:

*“In Ofcom’s view, a publicly available service is one that is available to anyone who is both willing to pay for it and to abide by the applicable terms and conditions. The provider will not have imposed an upper limit on the class of potential customers other than those that arise from technical or capacity constraints. A publicly available service is distinguishable from a bespoke service restricted to a limited group of individual and identifiable customers.”*²²

32. As long as a potential customer were willing to pay and abide by any terms and conditions, Platinum Telecom would have been likely to provide the service. Therefore this further supports the proposition that Platinum Telecom provided a publicly available service.

33. Furthermore, the Competition Appeal Tribunal stated in *Media Marketing & Promotions v Office of Communications* [2006] CAT 12 at 241 that:

“...a service which is primarily aimed at a section of the public, such as business customers or customers in a particular industry sector, is, in our judgment, nevertheless a service made available to the public”.

34. Therefore, Ofcom considers that the mere fact Platinum Telecom customers are in a particular section of the public i.e. small business users, would not preclude the service from being a service made available to the public. Therefore the ECS that Platinum Telecom provides would fall within the definition of PECS.

35. Therefore, if the PECS that Platinum Telecom provides is provided to “Domestic and Small Business Customers”, then Platinum Telecom will fall within the definition of “Communications Provider” in GC 14. The term “Domestic and Small Business Customer” is defined in GC 14.8(g), which states:

- (g) “Domestic and Small Business Customer” means, in relation to a Communications Provider, a Customer of that Provider who is neither
 - (i) himself a Communications Provider; nor
 - (ii) a person who is such a Customer in respect of an undertaking carried on by him for which more than ten individuals work (whether as employees or volunteers or otherwise);

²¹ See Oftel: *Guidelines for the interconnection of public electronic communications networks*, 23 May 2003.

²² See para A6.41 at

<http://www.ofcom.org.uk/consult/condocs/voipregulation/voipregulation.pdf>

36. "Customers" is defined in Part 1 of the General Conditions, which states:

"Customers", in relation to a Communications Provider, means the following (including any of them whose use or potential use of the network or service is for the purposes of, or in connection with, a business):

- (a) the persons to whom the network or service is provided in the course of any business carried on as such by the Communications Provider;*
- (b) the persons to whom the Communications Provider is seeking to secure that the network or service is so provided;*
- (c) the persons who wish to be so provided with the network or service, or who are likely to seek to become persons to whom the network or service is so provided;*

37. Platinum Telecom provides its services to its customers in the course of its business. Therefore its customers fall into the definition of "Customer" for the purpose of Part 1 of the General Conditions. These customers however, must also fall within the definition of a Domestic and Small Business Customer.

38. Platinum Telecom's customers are, at least primarily, Small Business Customers.²³ Ofcom is not aware that any of these respondents are Communications Providers.

39. Therefore Platinum Telecom's customers fall within the definition of Domestic and Small Business Customers.

40. In summary, as Platinum Telecom provides PECS to Domestic and Small Business Customers, it falls within the definition of Communications Provider for the purposes of GC 14.5.

b) Fixed-Line Telecommunications Services

41. In addition to falling within the definition of Communications Provider for the purposes of General Condition 14.5, Platinum Telecom must also provide "Fixed-line Telecommunications Services" or the wholesale inputs to the same. "Fixed-line Telecommunications Services" is defined in GC 14.8(h), which states:

14.8 In this Condition:

...

- (h) "Fixed-line Telecommunications Services" means narrowband calls and lines services provided to Domestic and Small Business Customers by means of Indirect Access, Carrier-Pre Selection, Wholesale Line Rental or Wholesale Calls;*

²³ Ofcom seeks classification of the consumer by group (i.e. Business, Small Business or Consumer) when dealing with complaints and enquiries. Complaints to Ofcom in relation to Platinum Telecom were mainly from Small Businesses.

42. As discussed above, Platinum Telecom provides a service comprising telephone calls and line rental to Small Business Customers, by means of CPS and WLR.
43. In summary, Platinum Telecom provides telephone and line rental services to Small Business Customers by way of CPS and WLR and therefore falls within the definition of providing “Fixed-line Telecommunications Services”.

c) Code of Practice – General Condition 14.5(a)

44. GC 14.5(a) requires Platinum Telecom to establish and thereafter maintain a Code of Practice for Sales and Marketing for dealing with its Domestic and Small Business Customers. To meet this requirement, the Code of Practice must conform to guidelines established by Ofcom²⁴.
45. On 27 January 2006, Ofcom wrote to Platinum Telecom, serving a notice under section 135 of the Act requesting a copy of its Code of Practice for Sales and Marketing.²⁵ On 31 January 2006, Platinum Telecom submitted its Code of Practice for Sales and Marketing (“Code”).²⁶
46. Platinum Telecom’s Code under GC14.5 is attached in Evidence Volume 1, Tab 4. It is this Code which has been used to assess Platinum Telecom’s compliance with GC 14.5(b).

d) Specific contraventions of Code of Practice – General Condition 14.5(b)

47. GC 14.5(b) requires Platinum Telecom to comply with the provisions of its Code established according to GC 14.5(a).
48. Complaints from consumers suggested that Platinum Telecom has not been and is not acting in accordance with its Code.²⁷ Ofcom has received complaints from customers and prospective customers of Platinum Telecom that allege that Platinum Telecom has:
 - (i) Made unsolicited marketing to calls to Small Business Customers who have registered with the Telephone Preference Service (“TPS”);
 - (ii) Claimed to be ‘part of’, ‘working on behalf of’, ‘representing’ or having a ‘service agreement’ with BT or BT Wholesale; and
 - (iii) Applied an early termination charge of up to £395 plus VAT per line to customers seeking to cancel their order upon the customer’s realisation that Platinum Telecom has mis-represented itself.
49. Following these allegations, Ofcom considered whether Platinum Telecom was acting in accordance with its Code. Ofcom has determined that it has reasonable grounds for believing that Platinum Telecom has not complied with a number of the provisions of its Code. The applicable provisions for the purposes of this notification are considered below.

²⁴ Evidence Volume 1, Tab 2

²⁵ Evidence Volume 1, Tab 3

²⁶ Evidence Volume 1, Tab 4

²⁷ Evidence Volume 1, Tab 6

1. Failing to make the Code of practice available on Platinum Telecom's website

50. Paragraph 1.4 of the Guidelines requires that a copy of the Code be placed on the Communication Provider's website. Paragraph 1.4 states:

"Procedures to be in place, and fully documented, for Customers and advice agencies to be made aware of the Code and its contents such as, for example, making reference to the Code in sales and marketing literature, as part of the Providers' 'notification of transfer' letter, [...] and by making available on Providers' public websites."

51. Platinum Telecom's Code²⁸ states:

"Copies of this code are available free of charge in various formats on request, including via our website www.platinumtelecom.com."

52. An inspection of Platinum Telecom's website²⁹ and specifically the page on Codes of Practice³⁰ on 6 February 2006 and again at noon on 11 September 2006 did not reveal a Code of Practice for Sales and Marketing.³¹ The website does contain a link to Platinum's Code of Practice on Complaint Handling and Dispute Resolution (which Platinum Telecom is also obliged to maintain under GC 14), but not to its Code of Practice for Sales and Marketing.

53. Accordingly, Ofcom has reasonable grounds for believing that Platinum Telecom is in breach of GC 14.5(b) by failing to comply with the requirements of its Code with respect to making available a copy of the Code on its website.

2. Contacting persons who were signed up to the Telephone Preference Service ("TPS")

54. Platinum Telecom's Code states:

'We will respect your wishes if you have registered with any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service, the Fax preference service and the E-Mail Preference Service.'

55. The TPS is a central opt-out register whereby consumers and corporate subscribers can register their wish not to receive unsolicited sales and marketing telephone calls. Under the *Privacy and Electronic (EC Directive) Regulations 2003*, it is an offence for companies to make such calls to numbers registered on the TPS.

56. On 26 April 2006 Ofcom served a notice to Platinum Telecom under section 135 of the Act³² (the "Second Notice"). In the Second Notice, Ofcom required Platinum Telecom to:

²⁸ Evidence Volume 1, Tab 4

²⁹ <http://www.platinumtelecom.com>

³⁰ <http://www.platinumtelecom.com/code-of-practice.html>

³¹ Evidence Volume 1, Tab 5

³² Evidence Volume 1, Tab 9

“Explain what steps Platinum Telecom, and agents acting on Platinum’s behalf, take to respect the wishes of customers who are registered with one of the preference schemes, particularly the Telephone preference Scheme.”

57. In its response dated 2 May 2006³³ (the “Second Response”), Platinum Telecom stated:
- “Platinum Telecom uses ✕ business to business Telephone Preference Screening facility (✕”) so that Platinum Telecom’s sales and marketing agents are not actually able to call someone who is registered with the Telephone Preference Service.”*
58. However, Ofcom has received complaints from persons who claimed to be approached by Platinum Telecom despite being registered with the TPS. On 22 March 2006 Ofcom served notice to the TPS under section 135 of the Act³⁴ requiring the TPS to confirm whether a sample of 18 telephone numbers who had complained to Ofcom about being approached by Platinum Telecom, were, in fact, registered with the TPS.
59. In response³⁵ the TPS confirmed that 14 out of the 18 numbers referred to in the TPS notice were registered with the TPS at the time of the call. It follows that the subscribers to whom those numbers had been issued should not have been the subject of unsolicited sales and marketing calls from Platinum Telecom.
60. Ofcom is aware that there can be a gap of in some instances up to a month between someone registering with the Telephone Preference Service and that service actively coming into effect. However, in its response the TPS confirmed that all of the 14 persons were registered with the TPS before 16 November 2005 and therefore would have appeared upon any database or TPS service used by Platinum Telecom when it began trading in January 2006.
61. A second notice under section 135 of the Act was made to the TPS on the 21 July 2006³⁶ requesting the TPS confirm whether a further 37 numbers were registered with the TPS. The 37 telephone numbers submitted to the TPS were also identified from complainants to Ofcom who were unhappy about the way in which they had been approached by Platinum Telecom. 33 of these 37 telephone numbers listed represented complaints submitted to Ofcom after 15 March 2006, the date Ofcom notified Platinum Telecom of its investigation into its sales and marketing activity.
62. The TPS responded to Ofcom’s second request on 27 July 2006.³⁷ In its response the TPS confirmed that 22 of the 37 numbers referred to in Ofcom’s second TPS request were registered with the TPS. Of the 22 registered numbers, 3 appear to have been registered on or around the time Platinum Telecom approached the person and therefore they may not have appeared on the TPS registration scheme at the time of the initial sales call. Ofcom is satisfied, however, that the remaining 19 persons were approached by Platinum Telecom despite being registered with the TPS.

³³ Evidence Volume 1, Tab 10

³⁴ Evidence Volume 1, Tab 11

³⁵ Evidence Volume 1, Tab 12

³⁶ Evidence Volume 1, Tab 13

³⁷ Evidence Volume 1, Tab 14

63. Ofcom, therefore, has reasonable grounds for believing that Platinum Telecom has not complied with its Code and is therefore in contravention of GC 14.5(b). Persons who have registered with the TPS, and by doing so opt out of receiving sales and marketing calls, have been approached, and continue to be approached, with unsolicited sales and marketing calls from Platinum Telecom.

3. Misrepresenting to potential customers that Platinum Telecom was part of, working on behalf of or had a service agreement with BT and failing to provide clear and straightforward explanations to new or potential customers about Platinum Telecom's services

64. Under the heading of "Customer Contact", Platinum Telecom's Code states:

"On making contact, our representatives will immediately identify themselves, state our company name, the purpose of the call and how long it should take.

[...]

Our representatives are trained to be courteous, to use appropriate language and to offer clear and straightforward explanations. They must offer only factual and accurate information about our services and contracts and must not misrepresent our services or those of other companies."

65. Ofcom received complaints from customers³⁸ many of whom either believed they had never entered into an agreement with Platinum Telecom, or else felt they had been misled into agreeing to the service on the grounds that they were told or led to believe that Platinum Telecom was part of, or in some way connected to, BT.
66. Ofcom required Platinum Telecom to provide information on a sample of customers and prospective customers who contacted Ofcom to complain about the selling practices of Platinum Telecom. Ofcom's First Notice³⁹ required Platinum Telecom to:

"Provide a detailed account of all contact between Platinum Telecom, or any agent/sub-contractor acting on behalf of Platinum Telecom, and the customers named below concerning the transfer, or proposed transfer of services. Include in the response recordings of all customer calls with Platinum Telecom and copies of all documents relating to the customer."

67. In its response to Ofcom's First Notice⁴⁰ Platinum Telecom provided a summary of its contact with each of the named persons, 5 confirmation call recordings and a copy of Platinum Telecom's sales and verification of transfer call scripts.⁴¹
68. The sales script provided by Platinum Telecom in its First Response states:

"Good Morning/afternoon, can I speak to the person responsible for your BT phone bill please?"

³⁸ Evidence Volume 1, Tab 6

³⁹ Evidence Volume 1, Tab 7

⁴⁰ Evidence Volume 1, Tab 1

⁴¹ Evidence Volume 1, Tab 15

Excellent, my name is _____ calling from Platinum Telecom.

I want to talk to you about the discounts you are entitled to on your phone line...this will only take a minute."

69. However, many consumers complaining to Ofcom alleged that the product was sold to them as a BT or BT Wholesale product, and that they were misled.
70. Platinum Telecom provides its services via ☒ using WLR and CPS services.⁴² Other providers of fixed line telecommunications services also use CPS and WLR to provide telephone services to consumers. By taking both CPS and WLR service providers are able to offer customers one bill for both line rental and calls. Companies who use these services are not offering a BT service. They may contract with BT to obtain wholesale services which act as inputs into retail services supplied to end users, but the service supplied to the end customer is provided by the Communications Provider and not BT Wholesale or Openreach.
71. Ofcom has obtained copies of sales scripts uplifted from the premises of ☒. These scripts were recovered by HTS on 25 January 2006 under warrant⁴³ to search the premises of JTUK trading as Lo-Rate Telecom.
72. Scripts supplied to Ofcom by HTS included scripts branded as Platinum Telecom.⁴⁴ Those scripts differ materially from those provided to Ofcom by Platinum Telecom in response to Ofcom's First Notice. In particular, the uplifted scripts contained statements that Ofcom has reasonable grounds to believe were likely to mislead prospective customers into thinking that Platinum Telecom was a part of, or was working on behalf or in association with, BT and provided misleading information in relation to the services offered by Platinum Telecom.
73. One such document, which was entitled 'The Pitch'⁴⁵, stated:

'Good morning/afternoon, can I speak to the person responsible for your BT phone bill please?

*Excellent, my name is _____ calling from Platinum campaign.
Can I confirm my details are correct, and you are still a BT business customer?*

Brilliant, I am calling you today, as your business is now entitled to a new wholesale tariff tailored for the smaller business [...]

⁴² For a full description of the way in which Platinum Telecom provides its services see paragraph 24 onward.

⁴³ Evidence Volume 1, Tab 16

⁴⁴ In its First Section 135 Notice Ofcom required Platinum Telecom to explain the commercial and/ or practical relationship between Platinum Telecom and JTUK. In its First Response Platinum Telecom advised Ofcom that although Platinum Telecom and JTUK operate from physically separate office suites, Platinum Telecom does lease its premises from JTUK on normal commercial terms.

⁴⁵ Evidence Volume 1, Tab 17

This is only available to existing BT customers, as we are aware there are lots of our competitors attempting to take your business away. The transfer from retail to wholesale will be seamless [sic]; the only difference is that your bill will come from your BT Wholesale billing agent, who is us, Platinum Telecom.'

74. Another document, which was entitled 'TPS'⁴⁶, was attached to an email entitled 'Final Platinum Contents' sent by Lee Baines, Director of JTUK to X the Sales Director of JTUK on 11 January 2006. The script states:

'Good morning/afternoon, can I speak to the person responsible for your BT phone please?

Excellent. My name is -----from Platinum campaign. Can I confirm my details are correct, and you are still a BT business customer?

Superb. The reason for my call is that I have been passed information to say that you are receiving lots of sales calls from people attempting to take you away from the network, are you receiving such calls?

75. The script goes on to state:

[...]

In order to keep you on the network and stop all these calls we are now to register your business to our corporate billing agent, which is Platinum Telecom. Platinum Telecom will Deal with the transfer and as they send your bill rather than BT Retail, we can also reduce your costs considerably'

76. Some of the scripts uplifted by HTS were handwritten. These scripts⁴⁷ included the following statements:

'Hi my name is X calling from Platinum Telecom the billing agent for BT Wholesale, we work in association with BT Wholesale to promote the Platinum tariff product currently being marketed by Platinum Telecom.'

And:

'Hello can I speak to the person responsible for your BT Business line please?

Hi I'm calling from BT Wholesales Platinum Telecom, I'm foning [sic] regarding your last months call charges.

Your [sic] actually qualified to go on our new platinum tariff in which you receive 50% of your line rental and a call reduction on your call charges.'

77. The scripts uplifted by HTS also include terms that do not accurately reflect the service offered by Platinum Telecom and misrepresent the services of other companies, namely BT. The scripts⁴⁸ include the following:

⁴⁶ Evidence Volume 1, Tab 18

⁴⁷ Evidence Volume 1, Tab 19

“This is only available to existing BT customers, as we are aware there are lots of our competitors attempting to take your business away. The transfer from retail to wholesale will be seamless [sic]; the only difference is that your bill will come from your BT Wholesale billing agent, who is us, Platinum Telecom.”

78. The script entitled ‘TPS’⁴⁹ states:

“BT were deregulated some time ago as they monopolised the telephone market forcing expensive prices. As they are now deregulated BT retail cannot reduce their prices substantially until 2008, and BT Wholesale cannot deal direct with you as a consumer.

In order to keep you on the network and stop all these calls we are now to register your business to our corporate billing agent, which is Platinum Telecom. Platinum Telecom will Deal with the transfer and as they send your bill rather than BT retail, we can also reduce your costs considerably.”

79. Ofcom’s First Notice to Platinum Telecom⁵⁰, as well as requesting recordings in relation to 17 consumers identified through complaints to Ofcom, also requested a random sample of 500 telephone numbers which had been used by Platinum Telecom to make outgoing sales and marketing calls between 1 November 2005 and 21 March 2006.

80. In its response⁵¹ Platinum Telecom provided a sample of numbers and advised Ofcom that:

“The numbers were selected totally at random from outbound calls made by Platinum Telecom’s in-house sales and marketing agents over its three months of operation on a number of different days and at different times of the day. Calls from a number of different Platinum sales and marketing agents have been included in the random sample.”

81. Ofcom selected 48 numbers from the sample provided by Platinum and on 26 April 2006, issued a Second Notice under section 135 of the Act (the “Second Notice”) to Platinum Telecom⁵², requiring it to provide all outbound sales and marketing calls made by Platinum Telecom, or an agent acting on behalf of Platinum Telecom, to those numbers.

82. On 2 May 2006 Platinum Telecom emailed 46 call recordings to Ofcom. Ofcom has conducted a thorough review of the recordings. Of the 46 recordings provided by Platinum Telecom, 25 were calls that terminated on an answering machine where no message was left by the Platinum Telecom salesperson. The remaining calls included calls where the telephone account holder was not available, and calls which were terminated by the prospective customer as they did not wish to engage in any type of sales call. Therefore, of the 46 recordings provided by Platinum Telecom, only 7 contained any form of substantial conversation between the salesperson and the prospective customer. This

⁴⁸ Evidence Volume 1, Tab 17

⁴⁹ Evidence Volume 1, Tab 18

⁵⁰ Evidence Volume 1, Tab 7

⁵¹ Evidence Volume 1, Tab 1

⁵² Evidence Volume 1, Tab 9

sample was not large enough to enable Ofcom to fully consider Platinum Telecom's compliance with its Code.

83. Evidence uplifted by HTS on 25 January 2006 included records of customers who had cancelled their orders with Platinum Telecom. A handwritten comment on each of the uplifted records appears to set out the reason for the cancellation. The terms noted on the customers records include 'BT/Misled', 'Didn't recall speaking to us', 'Misled' and 'T's + C's/Misled'.⁵³ Ofcom used these records to identify customers who had received a sales call from Platinum Telecom and cancelled as they felt they had been misinformed in some way during the initial sales call.
84. On 9 June 2006, Ofcom served a third section 135 Notice on Platinum Telecom (the "Third Notice")⁵⁴. The Third Notice required Platinum Telecom:
- "Provide a detailed account of all contact between Platinum Telecom, or any agent/sub-contractor acting on behalf of Platinum Telecom in relation to the telephone numbers below. Include in the response recordings of all calls, including the initial sales call(s) and the verification call."*
85. The list of numbers was selected by Ofcom from the records uplifted by HTS on 25 January 2005 of customers who had cancelled their order with Platinum Telecom.
86. Platinum Telecom responded to Ofcom's third notice on 19 June 2006 (the "Third Response").⁵⁵ In its Third Response Platinum Telecom stated that:
- "In January and February 2006, Platinum Telecom did not routinely record all sales calls. Platinum Telecom therefore does not have recordings of all the calls requested by Ofcom. Platinum Telecom has included all the information it has in relation to the telephone numbers supplied by Ofcom and has included voicefiles where it has these."*
87. Platinum Telecom provided Ofcom with 9 call recordings of the 32 requested by Ofcom in its third notice. The call recordings that were provided were only the verification calls, which are the follow up calls to the initial sales call. Platinum Telecom did not provide any recordings of the initial sales calls for any of the customers identified by Ofcom. Ofcom considers that misleading statements may be made during an initial sales call (as well as possibly during a subsequent verification call). Indeed complaints to Ofcom in this case indicated that misleading statements had been made in the initial sales calls.
88. Platinum Telecom's second response advised Ofcom that Platinum Telecom's lines were sourced through \times , a division of \times . Ofcom is aware that \times provides a service called \times , a purpose-built recording system which automatically records the conversation of the two parties once the call is answered and stores it for later retrieval. The service can be used for recording both in-bound and outbound services.
89. On 26 June 2006 Ofcom served a section 135 Notice to \times .⁵⁶ In this notice, Ofcom required \times to provide information in the following terms:

⁵³ Evidence Volume 1, Tab 20

⁵⁴ Evidence Volume 1, Tab 21

⁵⁵ Evidence Volume 1, Tab 22

- “1) Explain the commercial and contractual relationship between X and Platinum Telecom, Lo-Rate Telecom and Just Telecomms. Please provide copies of all relevant documents, including the terms of any contractual arrangements between X and the Platinum Telecom, Lo-Rate Telecom and Just Telecomms.
- 2) Please confirm the nature of any services currently provided by X to Platinum, Lo-Rate Telecom or Just Telecomms, including a short description of any such services and, in particular, whether those services enable the recording of outbound calls made from Platinum’s business premises.”

90. X replied to Ofcom on 3 July 2006. In its response, X stated:

“X provided a network based call recording service called X’ to Just Telecoms and Lo Rate who we understand are the same company. We have no direct trading relationship with Platinum Telecom, although the Platinum address quoted in the Ofcom information request is the same as the address we have for Just Telecomms and Lo Rate Telecom. It would be reasonable to assume that Platinum would have had access to X call recording service at that address.”

91. On the assumption that Platinum Telecom, through its association with JTUK, used X X service to record outbound sales calls, the section 135 notice served on X, also required X to:

“[Provide] copies of recordings of all calls made by Platinum, Lo-Rate Telecom or Just Telecomms using X services to the telephone numbers listed below.

[...]

92. The list of telephone numbers provided to X consisted of telephone numbers that appeared in Ofcom’s first and second notices to Platinum Telecom. X provided Ofcom with a total of 187 recordings in relation to the telephone numbers provided. Of those 187 recordings 138 were in relation to calls made by Platinum Telecom and included 26 outbound sales calls.
93. Ofcom’s review of these 26 sales calls found over 20 instances where Platinum Telecom had misrepresented itself and/ or the services it offered. The following is an extract from one of the recorded conversations made by Platinum Telecom on 18 January 2006⁵⁷:

Mr X: Good afternoon, X.

Platinum: Good afternoon. Can I speak to the person responsible for the BT phone lines there please?

Mr X: Me.

⁵⁶ Evidence Volume 1, Tab 23

⁵⁷ Evidence Volume 2, Tab 1

Platinum: *Lovely job. My name's X. I'm calling from BT Wholesale at Platinum Telecom. Can I confirm you are still a BT Business customer, sir, for lines and calls?*

Mr X: *We are.*

Platinum: *Okey doke. My job here is to maintain you as a customer and offer you a new business tariff today.*

Mr X: *Oh, right. Go on then.*

Platinum: *And that would depend on how much you're spending on your calls per month there at the moment.*

Mr X: *You'll be able to see then if you're BT, won't you?*

Platinum: *Right, I'm calling from BT Wholesale at Platinum Telecom, sir. You are currently being billed by the retail side.*

Mr X: *Right*

94. In another call made on 17 January 2006⁵⁸, the Platinum Telecom salesperson states:

Platinum: *Hello Sir. It's X here at Platinum Telecom. We're the billing agents for BT Wholesale. I just wanted to quickly check with yourself, that you're still with BT for your calls there, as well as your line rental.*

Mr X: *Yes we are.*

Platinum: *And is it a business line you have?*

Mr X: *It is, yes.*

Platinum: *Okay, yeah. Just to let you know, you're entitled to our new Platinum tariff sir, where you would receive a 50% reduction in your line rental, and your call costs would also go down to 1.4 pence per minute for local and national calls.*

[...]

95. In a further example taken from a call made on 18 January 2006 the Platinum Telecom salesperson asks to speak with the person who deals with the "BT Business line". He goes on to state:

[My] name's X. I'm giving you a quick call from BT Wholesale. Are you still getting lots of unwanted sales calls coming through to you?"⁵⁹

96. On 23 January a Platinum Telecom salesperson told another potential customer⁶⁰:

Mr X: *Are you going to tell me I can save money?*

⁵⁸ Evidence Volume 2, Tab 2

⁵⁹ Evidence Volume 2, Tab 3

⁶⁰ Evidence Volume 2, Tab 10

Platinum: Well, yeah. I mean we do lose a lot of customers to subsidiary companies and there's no point beating about the bushes, it's because they offer better prices. Because on certain tariffs, like the business plans 250 and 500, on the BT network those prices can't get reduced until 2010 by law

Mr X: Right.

Platinum: So, what we're looking to do depending on if you can qualify is promote the platinum tariff which is now on the BT Wholesale network.

97. On 18 January 2006 the Platinum Salesperson advised a prospective customer⁶¹:

"So you are totally clear how this works allow me to quickly clarify this process. Should you decide to take on the tariff you would be transferring from BT Retail to the wholesale division. Your service provider would now be...Lo-Rate Platinum Telecom. We are the corporate billing agents for the Wholesale side.

You will receive a letter from BT Retail detailing the cancellation of your services but please do not worry as BT Wholesale when ready will stop forwarding usage to retail and start providing you with a service via Platinum Telecom."

98. In another conversation on 25 January 2006 the Platinum Telecom salesperson who advises the prospective customer that he is a senior supervisor, seeks to explain the service offered by Platinum Telecom:

Platinum: What I want to do is, I'll explain to you – I mean, I'm not sure they've [the initial Platinum salesperson] done a very good job of explaining to you to make sure you, Mr X. Basically what happens is, at the moment you're with BT Retail for your calls and line rental.

Mr X: Yeah.

Platinum: I'm not sure if you knew this or saw it in the papers but in 1998 BT was deregulated and they had a ten-year price freeze put on their prices. And that was to allow companies like Onetel, Caudwell, Talk Talk – you've probably heard of these companies, Telco, have given you better discounts to be fairer, okay?

Mr X: Yeah

Platinum: Okay. That's the reason why BT retail directly themselves can't lower any call charges or actually send you a bill with a discount on there, okay?

Mr X: Right

Platinum: And they can't do that until 2008.

Mr X: Okay

⁶¹ Evidence Volume 2, Tab 1

Platinum: *What's happened is that's why there are so many companies calling you and offering you better rates, because they can offer you better rates in the short term. What BT have decided to do now is because they've lost so many customers they've actually, you know, invited a few companies to come on board as BT Wholesale partners so we're an independent company. We're not BT ourselves, we're not part of British Telecom. But we've been invited by BT. It's a clever way around the legislation, because they can't send you any bills directly themselves with discounts or give you a discount, so what they've done is, without you, you know, losing you as a customer to another provider they've got ourselves to do all the billing and admin for themselves so that part has been taken care of, but your calls and your lines will still be on the BT network. It'll just go through BT Wholesale, so you'll be paying the cost price for your line rental"⁶²*

99. The following is an extract from a conversation between a customer who received a call from Platinum Telecom on 17 January 2006⁶³ after cancelling her order was told:

Platinum: *Hi. Sorry to interrupt you. My name is X, a supervisor here at BT. The reason for my call is you spoke to my colleagues over at BT Wholesale Platinum about coming back from your current service provider on to us and you were happy with everything apart from direct debit, yeah?*

Customer: *No. I won't do direct debit.*

Platinum: *That's fine. So, what I can do for you is I can actually put you on a cheque basis for yourself.*

[...]

Customer: *So, are you anything to do with BT?*

Platinum: *Well, I'm calling from BT.*

100. Ofcom's First Notice to Platinum Telecom⁶⁴ requested a detailed explanation of Platinum Telecom's staff selection and training procedure. In Platinum Telecom's first response of 11 April 2006 (the "First Response"), Platinum Telecom stated:

"Platinum Telecom's staff selection has recently undergone a complete overhaul, as compliance is key to Platinum Telecom's business."

101. Platinum Telecom also sought to assure Ofcom that it was keen to adhere to its requirements under GC 14.5 stating:

"As the sole director and shareholder of Platinum Telecom, Mr Lasenby wants Platinum Telecom to have high standards of compliance. Mr Lasenby knows, from his experience in the telecommunications industry, that without high standards of compliance, Platinum Telecom's brand and reputation would suffer immeasurable damage, it would prevent the company from acquiring

⁶² Evidence Volume 2, Tab 11

⁶³ Evidence Volume 2, Tab 4

⁶⁴ Evidence Volume 1, Tab 7

customers with the long term relationships which are essential for the services to be profitable and customers would not pay their bills.”

102. Platinum also indicated that it had conducted an internal inquiry, stating:⁶⁵

“Ofcom has intimated in the complaints annexed to its letter to Platinum Telecom of 15 March that Platinum Telecom has either portrayed itself as BT, part of BT or the wholesale arm of BT.

The sales staff of Platinum Telecom make it very clear to customers in the initial sales call, the confirmation call, the welcome letter and the 3 day call (confirming the customer has received the contract) and the text message (congratulating customers on their transfer to Platinum telecom) that they are communicating on behalf of Platinum Telecom, rather than any other operator. The sales staff are managed by an experienced sales manager, who are responsible for compliance issues.

Platinum Telecom has conducted an internal inquiry and has found no evidence that any of its sales staff have held themselves out as calling on behalf of BT or a part of BT in any way whatsoever.”

103. Platinum Telecom added:

“Close monitoring of calls (☒ listens in to a random selection of calls made by sales and marketing agents) is carried out on a daily and permanent basis for all agents, old and new.”

104. Platinum Telecom also stated that:

“As with all start-up companies there have been “teething” problems, but there are now a rapidly diminishing number of complaints and therefore there is simply no need for an Ofcom investigation and no useful purpose would be served by such an investigation.”

105. Platinum Telecom’s response of 11 April 2006, also states that:

“Initially, Platinum Telecom used two outsourced sales agencies [...]; however Platinum Telecom ended these contractual relationships on 27th March. The contracts with these companies were terminated because these companies were unable to provide Platinum Telecom with the high standards of compliance that it requires at all times.

Platinum Telecom now only uses a small in-house sales team of approximately 12 people, who are trained and monitored for compliance with the high standards of conduct.”

106. To consider whether the instances of mis-selling was merely a “teething problem”⁶⁶ Ofcom sought to establish whether prospective customers had continued to be been misled by Platinum Telecom after Ofcom opened the investigation on 13 March 2006.

⁶⁵ Evidence Volume 1, Tab 1

⁶⁶ See paragraph 104 above

107. Ofcom required X, the provider of Platinum Telecom's own internal telephone services, to supply for the period March to June 2006 a random sample of 20 recordings of outbound calls made by Platinum Telecom, Lo-rate Telecom or Just Telecoms in each month.⁶⁷
108. Ofcom has reviewed all 80 recordings supplied by X.⁶⁸ Of the 80 recordings provided 49 were sales calls, 19 verification calls, 5 calls in relation to cancellation issues etc and 7 calls which were not related to sales and marketing. Of the 49 sales calls reviewed, over 23 included some form of misrepresentation. Ofcom believes there are reasonable grounds to believe that customers have not been given clear and straightforward explanations by Platinum's salespersons even after the opening of Ofcom's investigation and after Platinum Telecom's First Response of 11 April 2006.
109. The following is an extract from a recording dated 12 May 2006, almost three months after Ofcom opened its investigation into Platinum Telecom:

Ms X: Hello.

Platinum: Hi, good morning. May I speak to the telephone account holder there please?

Ms X: Yes.

Platinum: Is that yourself?

Ms X: Yes.

Platinum: It is, fantastic. Right, madam, my name is X and I'm calling from Platinum Telecom. We have a service agreement with the BT core network. I'm not trying to sell you anything, all right. The reason for my call today is we've had information that you're receiving a lot of sales calls at the moment, presumably asking you to move away from the BT core network. Is that correct?

Ms X: Yeah.

Platinum: It is. Madam, may I confirm are you still currently with BT for those call charges as well as your line rental, or have you now gone elsewhere?

Ms X: Yeah, no, still with BT.

Platinum: You are still with BT, fantastic. My job today, madam, is to try and maintain and secure you on the BT core network by selling you a half price line rental and cheaper call charges. Is that going to be of interest - save a bit more money and maintaining you on the BT core network?⁶⁹

110. The salesperson then attempts to explain how Platinum Telecom is able to offer these services:

⁶⁷ Evidence Volume 1, Tab 23

⁶⁸ Evidence Volume 3 contains a sample of call recordings

⁶⁹ Evidence Volume 2, Tab 5

Platinum: Right do you know anything about BT's deregulation at all madam?

Ms X: Not a lot, no.

Platinum: Not a lot, no. Okay, as you are aware BT monopolised the telephone market, didn't they?

Ms X: Yeah.

Platinum: Well in 1998 the government imposed a ten-year ban on BT, which means until 2008 they cannot legally reduce their call charge or line rental. Now, BT are losing thousands of customers every week. I'm sure you're probably aware and they know that they need to do something about this and fast. So, what they've done is they've established a service agreement with a few companies sort of and obviously ourselves is one of those companies. Like I said our job is to try and maintain and secure you on the BT core network by offering you a lower tariff. Now, that tariff I'm going to offer you is half price BT line rental and up to 65% off those BT call charges.

111. In another call, made on 8 May 2006 the Platinum Telecom salesperson stated⁷⁰:

"We'd be bringing you back over to the BT core network for your network lines and services and what we do for you then we send you a cheaper bill. Okay?"

112. Misleading statements were also made in a sales call from Platinum Telecom to Mr X on 12 April 2006:

Platinum: [I]s it pricing issues why you moved away from BT then?

Mr X: Well yes, I was just experimenting really.

Platinum: Yes, I mean, what we're doing sir, we've actually come up with the cheapest tariff on the market at the moment. We actually have a service establishment with BT Wholesale which means they maintain and service all our lines but what we can offer is wholesale rates instead of retail rates that you'd be paying at the moment.⁷¹

113. The following extract is from a sales call made on 21 June 2006⁷²:

Customer: Hello.

Platinum : Hello there. My name's X. I'm calling from Platinum Telecom. It's regarding your telephone land lines there. We've got a service level agreement with BT Wholesale and I've got one number listed for you and that you're still a BT quarterly customer. Is that correct?

Customer: That's right, yes.

⁷⁰ Evidence Volume 2, Tab 6

⁷¹ Evidence Volume 2, Tab 14

⁷² Evidence Volume 2, Tab 7

Platinum: Okay, what we're basically doing here at Platinum is reducing line rental and call charges, so that means that your annual line rental is £164 a year and we're reducing that down to £82 and you call bill is £42 a quarter down to £20. Along with that all your calls would be 1.4p a minute and that's a reduction of 60% off BT's current rate

[...]

Customer: Are you talking about having to change everything completely?

Platinum: Nothing actually, you don't notice any changes.

Customer: It is a BT thing (several inaudible words) doing it, does it?

Platinum: That's correct

Customer: That's fine

114. Given the range of evidence set out in this explanatory statement, Ofcom finds it particularly concerning that Platinum Telecom's own internal inquiries in April found no evidence of any sort that its sales staff had engaged in such conduct. Further Ofcom is concerned that it has continued to receive complaints throughout the course of the investigation. Additionally, there are a number of examples of misleading behaviour contravening the provisions of Platinum Telecom's Code relating to periods after 11 April 2006 when Platinum Telecom states that it had put compliance procedures in place. Ofcom received 30 slamming and mis-selling complaints and/ or expressions of dissatisfaction against Platinum Telecom between 1 May 2006 and 31 August 2006.
115. Further, the 80 recordings received from \times ⁷³ show that the misleading sales calls did not relate to just a small handful of calls or agents. Of the 49 sales related calls reviewed for the period March 2006 to June 2005, at least 23 contained statements in which Platinum Telecom misrepresented to potential customers about its relationship with BT and the services it supplies.
116. In Ofcom's view, Platinum Telecom's senior management ought reasonably to have known that its sales staff have not been adhering to its Code as obliged by GC 14.5(b). In particular, given Platinum Telecom's statement that it had put compliance procedures in place.
117. Ofcom has reasonable grounds to believe that the provision of inaccurate information has misled prospective customers into thinking that Platinum Telecom was associated with BT and/or offering a service which, by association with BT, was different to those offered by competing Communications Providers.
118. After reviewing the evidence above, Ofcom finds that there are reasonable grounds for believing that Platinum Telecom has engaged in a course of conduct to mislead potential customers into thinking that Platinum Telecom was part of, or working on behalf of or in association with BT, and in particular BT Wholesale, and failed to offer only accurate information.

⁷³ Evidence Volume 3, contains a sample of call recordings.

119. The consequence of such behaviour is that customers have been misled into signing up for services under contract (with a standard minimum term of 5 years), the terms of which included an early termination fee of £395 plus VAT.

4. Failing to clearly and straightforwardly explain to new or potential customers, and/or failing to offer only accurate information in relation to, the long minimum contract terms into which new customers were being entered

120. Also under the heading of “Customer Contact” Platinum Telecom’s Code states:

‘[Our representatives] must check that if you enter into a contract you fully understand the terms and are sure that this is what you want to do’⁷⁴

121. Platinum Telecom’s standard terms and conditions for business customers provide that, if a customer wishes to terminate the contract either during the standard minimum contract period (five years) or within a renewal period (the standard contract automatically renews for 12 months), Platinum Telecom may charge that customer a ‘breach of contract’ charge of up to £395 plus VAT per line.

“10.3 If the customer breaches the contract after the seven day cooling off period and during the minimum period or renewal period, the customer must pay Platinum Telecom £395 + VAT (per line) for each case of breach, customer will also forfeit any service charges and line rentals paid in advance.”

122. According to the terms of the contract, the only way that a customer can leave Platinum Telecom without being liable for the breach of contract charge is to give at least 30 days notice either before the end of the standard (five years) minimum contract period or before the commencement of a subsequent 12 month renewal period.⁷⁵ In addition, Platinum Telecom’s terms and conditions also provide that a customer who cancels their contract with Platinum Telecom via BT, but does not contact Platinum within the 7 day cooling off period provided for by the terms and conditions, will also be liable to pay the breach of contract fee.⁷⁶ The standard terms and conditions also provide that “*breach of contract and termination fees are due immediately*”, and that “*[i]f the customer does not provide payment their telephone services will be suspended immediately*”.⁷⁷

123. Platinum Telecom’s sales process include the making of an initial sales call to prospective customers, followed by a verification call to customers who agree, during the initial sales call, to accept Platinum Telecom’s services. In its response to Ofcom’s first section 135 notice to Platinum Telecom, Platinum Telecom submitted a copy of its sales verification call script.⁷⁸ The Verification of Transfer Call Script forms the basis of Platinum Telecom’s attempt to offer clear and straightforward explanations. It states:

⁷⁴ Evidence Volume 1, Tab 4

⁷⁵ Evidence Volume 1, Tab 24, Clause 20.1

⁷⁶ Evidence Volume 1, Tab 24, Clause 10.31

⁷⁷ Evidence Volume 1, Tab 24, Clause 20.3

⁷⁸ Evidence Volume 1, Tab 1

*'Today we are registering you for a 7 day cooling off period in which time you are under no financial obligation, after these 7 days you will enter into a **60 Month agreement with Platinum Telecom. During this period we guarantee that your rates are capped and will never go up!***

124. Ofcom's first request for information⁷⁹ required a detailed account of all contact between Platinum Telecom and a sample of customers who had complained to Ofcom about the selling practices of Platinum Telecom. Platinum Telecom's response included 6 verification calls and 1 follow up call for the customers identified by Ofcom.
125. Ofcom has reviewed these calls⁸⁰ and concludes that it has reasonable grounds for believing that, even where the customer asked, during the course of confirmation calls, whether they were entering into a minimum contract period, Platinum Telecom agents have failed to answer that question clearly and straightforwardly and, instead, either gave misleading information or avoided answering the question.
126. The following extract, taken from a call between Platinum Telecom and Mr X of X on 16 February 2006⁸¹, illustrates the way that customers were misled into entering long minimum contract periods, even where they expressly asked for confirmation that they were not being tied into such a period:

Platinum: *Um, now, today we register you for a 7-day cooling off period, after which you'll enter into a 60-month price guarantee agreement with Platinum Telecom, which means your rates are capped and will never go up.*

Mr X: *60 months?*

Platinum: *It's a 60-month price guarantee agreement - 5-years' price guarantee agreement means the rates are capped and will never go up, you see?*

Mr X: *Right.*

127. Later in the conversation Mr X again seeks clarification as to whether he will be entering into a five year contract:

Mr X: *The other thing I was going to ask you --*

Platinum: *Yeah.*

Mr X: *-- am I, ah, under contract for five years?*

Platinum: *Ah, yes. Well, it's a price guarantee agreement, so it means the rates are capped and will never go up, you see?*

Mr X: *Yeah, but am I under contract with you for five years?*

Platinum: *Um, you -- it is a price guarantee contract, yeah. But, um, if you did want to change, there are different -- so, depending on how long you've --*

⁷⁹ Evidence Volume 1, Tab 7

⁸⁰ Evidence Volume 2, Tab 15

⁸¹ Evidence Volume 2, Tab 12

it -- you've had it and everything, there's different circumstances, you see?

So --

Mr X: Yeah.

Platinum: *But we send all -- the full details of everything through in writing and then phone back a few days later from the customer service department and assuming you're happy, then fine.*

128. In another call dated 8 May 2006 2006⁸², the Platinum Telecom salesperson states:

"[...] It's also a 60-month price promise guarantee, which means that during that time those rates can never go up. They'll either stay the or go down for you."

129. From Ofcom's review of initial sales calls, many prospective customers were sold the product on the basis that the prices are guaranteed for 60 months. Some Platinum Telecom salespersons have compared it to the price freeze guarantees currently being offered by energy companies. The following extract from a conversation on 16 March 2006, illustrates the misleading way in which the 60 month contract has been presented:

Platinum: *[...] Do you remember a couple of years ago with the gas and electric, they fixed prices for certain customers?*

Customer: Yeah

[...]

Platinum Agent: *We're doing something very similar with our rates, okay. We are going to fix our rates at 1.4p and we're going to give you a 60-month price promise guarantee on those from us to you, okay. So our rates can only go down, they cannot go up because there's meant to be a bit of a price increase coming up in the next 12 months or so [...]*⁸³

130. The following is an extract from a sales call made on 11 May 2006 the Platinum salesperson seeks to explain Platinum Telecom's pricing to a prospective customer. The Platinum salesperson states⁸⁴:

Platinum: *[...] Basically, what we're charging at the moment for the BT land lines is about £6.86 a month. And the call charges for local and national calls are just 1.4 pence, that's any time. And those prices are fixed for 5 years; they won't change. Because as you know, the gas prices, electricity prices are always going up.*

Customer: That's right, yes.

Platinum: *And the same thing is going to happen with telecommunication. In about 12 months' time the prices will maybe double even. So you might be*

⁸² Evidence Volume 2, Tab 16

⁸³ Evidence Volume 2, Tab 13

⁸⁴ Evidence Volume 2, Tab 9

paying more in about a year's time than you are now. So that's the reason we're doing this. We're fixing our prices, so they've got a price promise guarantee there.

131. Ofcom has reviewed over 40 of Platinum Telecom's verification calls. In the verification calls made during January and February⁸⁵, nearly all of the customers were advised that they would be entering into a "60 month price guarantee agreement". In Ofcom's view the reference to a "price guarantee" period did not amount to the provision of a clear and straightforward explanation of the true character of the minimum contract periods that customers were being entered into. The long minimum contract period represents a key aspect of the contract (from the customer's point of view) and therefore should be drawn to the attention of prospective customers.
132. Transcripts of verification calls made between March and June 2006 appear to show that an amendment was made to the verification call process with calls now being verified in accordance with the verification call script submitted with Platinum Telecoms First Response. The script states:
- "Today we are registering you or a 7 day cooling off period in which time you are under no financial obligation, after these 7 days you will enter into a **60 Month agreement with Platinum Telecom. During this period we guarantee that your rates are capped and will never go up!**"*
133. This version still does not make it clear that the contract cannot be cancelled for 60 months (five years) without payment of a significant termination fee.
134. Accordingly, Ofcom is satisfied that there are reasonable grounds for believing that Platinum Telecom contravened GC 14.5 by failing to clearly and straightforwardly explain to new or potential customers, and/or failing to offer only accurate information in relation to, the long minimum contract terms into which new customers were being entered.

⁸⁵ Evidence Volume 2, Tab 15

Conclusions and actions

135. Ofcom has determined that there are reasonable grounds for believing that Platinum Telecom has contravened GC14.5(b) by failing to comply with the provisions of its code of practice for Sales and Marketing, in that Platinum Telecom has failed to comply with the provisions of the Code, by:
- (i) Failing to ensure that “copies of this [Platinum Telecom’s] code are available free of charge in various formats on request, including via [Platinum Telecom’s] website www.platinumtelecom.com” (page 1 of the Code)⁸⁶;
 - (ii) Failing to “respect [a person’s] wishes if [the person has] registered with any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service, the Fax Preference Service and the E-Mail Preference Service” (page 1 of the Code)⁸⁷;
 - (iii) Failing to ensure that “on making contact, [Platinum Telecom’s] representatives will immediately identify themselves, state [Platinum Telecom’s] company name, the purpose of the call and how long it should take” and “[Platinum’s representatives] must offer only factual and accurate information about [Platinum Telecom’s] services and contracts and must not misrepresent [Platinum telecom’s] services or those of other companies” (pages 2 to 3 of the Code)⁸⁸; and
 - (iv) Failing to ensure that “if [the customer] enter[s] into a contract [the customer] fully understand the terms and [is] sure that this is what [the customer] want[s] to do” (page 3 of the Code).⁸⁹
136. Accordingly, Ofcom has issued a Notification under section 94 of the Act requiring Platinum Telecom to comply with the notified contraventions.

Action required by Platinum Telecom

137. Platinum Telecom shall have until the deadline to comply with the requirements of GC 14.5(b).
138. Platinum Telecom should take adequate steps prior to the deadline to comply with the requirements of GC 14.5(b). In particular Ofcom would expect that the steps Platinum Telecom takes to comply with the requirements of GC 14.5(b) may include, but are not limited to:
- (i) Putting procedures in place to ensure that copies of its code are available free of charge in various formats on request, including via its website www.platinumtelecom.com (page 1 of the Code);

⁸⁶ This provision reflects paragraph 1.4 and 1.5 of Ofcom’s Guidelines for sales and marketing codes of practice for Fixed-line Telecommunications Services (“the Guidelines”)

⁸⁷ This provision reflects paragraph 3.2 of the Guidelines

⁸⁸ This provision reflects paragraphs 5.3 and 5.5 of the Guidelines

⁸⁹ This provision reflects paragraph 5.5 of the Guidelines

- (ii) Ensuring its representatives respect a person's wishes if the person has registered with any relevant preference service, including the Mailing Preference Service, the Telephone Preference Service, the Fax Preference Service and the E-Mail Preference Service (page 1 of the Code);
 - (iii) Ensuring that on making contact, representatives state clearly that they represent Platinum Telecom and offer only factual and accurate information about Platinum Telecom's services and contracts. Additionally, Platinum Telecom must not misrepresent its services or those of other companies (pages 2 to 3 of the Code); and
 - (iv) Ensuring that customers entering into a contract fully understand the terms, in particular the length of the contract and the level of the termination fee for terminating the contract within the term (page 3 of the Code).
139. Platinum Telecom shall have until the deadline to remedy fully any consequences arising from its contravention of GC14.5(b). Ofcom would expect that the steps Platinum Telecom takes to remedy any consequences arising from its contravention may include, but are not limited to, refunding in full and/or waiving all 'breach of contract' or other termination fees paid and/or otherwise payable by a customer:
- (i) to whom any misrepresentation was made by Platinum Telecom or one of its employees, agents or representatives; or
 - (ii) who was not clearly informed during the transfer process of the length of the minimum contract term and/or the fact that early termination fees were payable and/or the nature of the early termination fee.
140. Ofcom notes that in Platinum Telecom's third response⁹⁰, submitted to Ofcom on 19 June 2006, Platinum stated:
- "Platinum Telecom attaches a draft letter to complainants (to be agreed by Ofcom) and would also be pleased to refund any justified complainants to Ofcom or otherwise to rectify any mistakes in any way which would satisfy Ofcom."*
141. The draft letter attached to Platinum Telecom's third response stated:
- "Once we have received the details of your complaint we will investigate your claims and ascertain whether you [the customer] will be entitled to be released from any contractual obligations, and or refunded any monies paid to Platinum Telecom. We will endeavour to complete the investigation within the next 14 days."*
142. Platinum Telecom has until the deadline in which to make representations to Ofcom about matters contained in this Notification and Explanatory Statement.
143. If Platinum Telecom does not comply with GC 14.5(b) and/ or fails to remedy the consequences of its breach of GC 14.5(b) as set out in this Notification,

⁹⁰ Evidence Volume 1, Tab 22

Ofcom may issue an Enforcement Notification under section 95 of the Act and/or may impose a penalty on Platinum Telecom under section 96 of the Act.

Index of Annexed documents

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Volume 1	
1	Platinum Telecom's First Section 135 Response
2	Ofcom Code of Practice Guidelines
3	Ofcom s135 request for Platinum's COP
4	Platinum Telecom's COP for Sales and Marketing
5	Screenshot from Platinum Telecom's website
6	Complaints received by Ofcom
7	First s135 Notice to Platinum
8	Companies House Reports
9	Second s135 Notice to Platinum
10	Platinum's Second s135 Response
11	First s135 to TPS
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15	Verification of Transfer Call Script
16	Witness Statement from Hertfordshire Trading Standards
17	'The Pitch'
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19	Handwritten scripts
20	Platinum cancellation records
21	Third s135 Notice to Platinum
22	Platinum's third response
23	First Section 135 Notice to ☒
24	Platinum's Terms and Conditions
25	☒ response to First Section 135 Notice

Annex Number	Document
Volume 2	
1	Transcript of call to X, X
2	Transcript of call to Mr X
3	Transcript of call to Mr X
4	Transcript of call to Mrs X
5	Transcript of call to X
6	Transcript of call to X
7	Transcript of call to unknown consumer
8	Transcripts of calls (X, X, X & X)
9	Transcript of call to unknown customer
10	Transcript of call to Mr X
11	Transcript of call to X
12	Transcript of call to Mr X
13	Transcript of call to Mr X
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15	Sample of Verification Call Transcripts
16	Transcript of call to Mr X
Volume 3	
1	Sample of calls - March 2006
2	Sample of calls – April 2006
3	Sample of calls – May/June 2006