

CONTINUATION NOTICE TO A CLASS OF PERSONS DEFINED AS THE LICENSEE FOR THE PURPOSES OF THE PROVISION OF ACCESS CONTROL SERVICES UNDER PARAGRAPH 9 OF SCHEDULE 18 TO THE COMMUNICATIONS ACT 2003

Notice that the conditions set out in Schedule 1 to this notice will have effect from 25th July 2003

1. The Director General of Telecommunications ('the Director'), in accordance with Paragraph 9 of Schedule 18 to the Communications Act 2003 ('the Act') hereby gives notice to a class of persons defined as the Licensee for the purposes of the provision of Access Control Services ('the Licensee') that the conditions set out in the licence granted by the Secretary of State for Trade and Industry on 31 August 1999 to the Licensee under section 7 of the Telecommunications Act ('the Original Licence') and set out in Schedule 1 to this notice, will continue to have effect from 25th July 2003 as modified and to the extent set out in Schedule 1 ('the Continued Provisions').
2. The Director considers, for the reasons set out in the statement which the Director will publish, that each of the Continued Provisions listed in Schedule 2 to this notice, corresponds to one or more of the provisions contained in Paragraph 9(4) of Schedule 18 to the Act.
3. The modifications set out in the Continued Provisions are made:
 - a) to secure that the Continued Provisions continue to have effect whilst this notice is in force; and, as appropriate,
 - b) to ensure that a requirement of the Original Licence must continue to be met for so long as this notice remains in force.
4. Any directions, determinations, consents and other provisions made by or under the Original Licence which have been given or made for the purposes of the Continued Provisions and, in accordance with Paragraphs 9(8)(b) and (c) of Schedule 18 to the Act are to remain in force for so long as this notice is in force.
5. This notice shall continue to have effect until the Director has given a further notice to the Licensee in accordance with Paragraph 9 of Schedule 18 to the Act that this notice shall cease to have effect.
6. The Director issued a consultation as to his proposals to continue the conditions on 3 July 2003 and requested comments by 14 July 2003. The Director has taken into account the comments he received during that consultation.

7. In this notice, except as otherwise provided or unless the context otherwise requires, words or expressions shall have the meaning assigned to them and otherwise any word or expression shall have the same meaning as it has in the Act. For the purposes of interpreting this notice, headings and titles shall be disregarded.

DAVID ALBERT EDMONDS
DIRECTOR GENERAL OF TELECOMMUNICATIONS

23 July 2003

Schedule 1

In accordance with the continuation notice, the conditions of the Licence set out in this Schedule will continue to have effect as modified and to the extent set out below (“the Continued Provisions”).

Interpretation

1. In this Schedule, except as otherwise provided or unless the context otherwise requires, words or expressions shall have the meaning assigned to them. Expressions cognate with those referred to in this Schedule shall also be construed accordingly. For the purposes of interpreting this Schedule, headings and titles shall be disregarded.
2. The Interpretation Act 1978 shall apply for the purposes of interpreting this Schedule as if it were an Act of Parliament.
3. For the purpose of interpreting the Continued Provisions in this Schedule the following definitions shall apply:

“Access Control Services” means telecommunication services, other than Network Services, Electronic Programme Guide Services or Conditional Access Services, by means of which the supply to end-users of a Relevant Other Telecommunication Service is controlled and which are provided to any person, including the Licensee, providing telecommunication services and without prejudice to the generality of the foregoing includes:

(i) Message Processing Services, that is to say any encryption, scrambling or other processing of Messages associated with or incorporated in a Relevant Other Telecommunication Service of any description prior to a transmission to an Access Device;

(ii) Authentication Services, that is to say either or both of:

(A) services which identify an end-user or an Access Device in order to permit or deny access of that end-user or access device to a Relevant Other Telecommunication Service; or

(B) services which identify a Relevant Other Telecommunication Service in order to permit it to operate with an Access Device;

(iii) Access Device Management Services, that is to say the actuation, control or operation, or the remote actuation, control or operation of Access Devices;

(iv) Selection Services, that is to say the processing by an Access Device or the preparation and transmission to an Access Device of Messages which allow an end-user to initiate access to a Relevant Other Telecommunication Service or to select from a number of Relevant Other Telecommunication Services;

(v) Subscriber Management Services, that is to say either or both of:

(A) the preparation of and the preparation and supply, adaptation of, or adaptation and supply to end-users of Essential Components; or

(B) the preparation and transmission to Access Devices of Messages giving effect to end-users' decisions to subscribe to a Relevant Other Telecommunication Service;

“Access Control Services Business” means the business of providing Access Control Services and includes the running of such parts of the Applicable Systems as are used for the provision of those services, and the installation, maintenance, adjustment, repair, alteration, moving, removal or replacement of such parts and any apparatus comprised therein;

“Access Control System” means a telecommunication system by means of which Access Control Services may be provided and to the extent that the telecommunication system concerned is so used and does not include a Transmission System run by the person providing the Access Control Services;

“Access Device” means any device in electronic or tangible form which processes Messages so as to permit or deny an end-user access to a Relevant Other Telecommunication Service or to permit or deny a Relevant Other Telecommunication Service access to an end-user;

“Applicable Systems” means telecommunications systems of any description by means of which there may be provided but only in so far as there is actually provided Access Control Services except that such a telecommunication system run by a person other than the person providing particular Access Control Services shall not be treated as an Applicable System by reason only of the fact that there are conveyed by it without distinction Messages comprising such Access Control Services together with Messages comprising other services;

“Associated Person” means any member of the Licensee's Group or a person with a Participating Interest in a member of the Licensee's Group or in whom a member of the Licensee's Group has a Participating Interest;

“Condition” means a Continued Provision in this Schedule;

“Conditional Access Services” means telecommunication services (including services which are treated as telecommunication services pursuant to Regulation 8(2) and paragraph 1(b) of Schedule 1 to the Advanced Television Services Regulations 1996 (SI 1996/3151) by means of which access to Digital Television Services may be controlled so that only those viewers who are authorised to receive such services do so and includes –

(i) Encryption Services that is to say –

(A) any encryption or scrambling of signals for digital television services; and

(B) the conveyance by the Applicable System of encryption or scrambling information;

(ii) Subscriber Authorisation Services that is to say –

(A) the actuation or control or the remote actuation or control of decoders; or

(B) the initial transmission of messages connected with (i) above:

(iii) Subscriber Management Services, that is to say

(A) the preparation or preparation and supply to viewers of Essential Components; or

(B) the preparation from viewers orders of instructions for authorisation signals for transmission to decoders.

or both;

(c) “Technical Services” includes

(A) Encryption Services;

(B) Subscriber Authorisation Services;

(C) Subscriber Management Services; and

(D) Any other Conditional Access Services;

or a part of any of the above which is of a technical nature where failure to provide such a part means that the broadcaster’s digitally transmitted services could not be displayed to viewers.;

“Conditional Access System” means a telecommunication system by means of which access to Digital Television Services may be controlled so that only those viewers who are authorised to receive such services do so;

“Digital Television Services” has the same meaning as in Directive 95/47/EC of the European Parliament and the Council of 24 October 1995 on the use of standards for the transmission of television signals which was in force prior to its repeal by the Framework Directive;

“Director” means the Director General of Telecommunications or Ofcom as appropriate;

“Electronic Programme Guide Service” means a service which consists of—

- (a) the listing or promotion, or both the listing and the promotion, of some or all of the programmes included in any one or more programme services the providers of which are or include persons other than the provider of the guide; and
- (b) a facility for obtaining access, in whole or in part, to the programme service or services listed or promoted in the guide;

“Essential Component” means a component in electronic or tangible form supplied to end-users which is necessary in conjunction with other telecommunication apparatus run by the end-user for the reception of authorisation signals and thus to enable the end-user to access and use any Relevant Other Telecommunication Service;

“Framework Directive” means Directive 2002/21/EC of the European Parliament and of the Council on a common regulatory framework for electronic communications networks and services;

“Group” means a Parent Undertaking and its subsidiary undertaking or undertakings within the meaning of section 258 of the Companies Act 1985 as substituted by section 21 of the Companies Act 1989; and “Licensee's Group” means a Group in respect of which the Licensee is either a Parent Undertaking or a subsidiary undertaking;

“Industrial or Intellectual Property” includes, without prejudice to its generality, patents, designs, know-how, and copyright;

“Interested Parties” means those persons (if any), other than the Licensee, with whom, in any particular case, the Director is required or considers it appropriate to consult;

“Licence” means the Continued Provisions in this Schedule;

“Licensee” means a class of persons defined as the Licensee for the purposes of the provision of Access Control Services;

“Major Office” means the Licensee's registered office (if the Licensee is a company with a registered office in the United Kingdom) and such other offices as the Director, having consulted the Licensee, may direct;

“Message” means anything falling within the following:

- (a) speech, music and other sounds;
- (b) visual images;
- (c) signals serving for the impartation (whether as between persons and persons, things and things or persons and things) of any matter otherwise in the form of sounds or visual images; or
- (d) signals serving for the actuation or control of machinery or apparatus;

“Network Service” means any of the following:

- (i) a service consisting only of functions which enable end-users to send, receive or both Messages to or from one or more end-users, including functions which enable the establishment of a prior connection between such end-users;
- (ii) a service which consists only of functions which could not practically be provided to any end-user in identical form by anybody other than the Licensee, because those functions are dependent upon the functions referred to in sub-paragraph (i) above;
- (iii) any service which has been agreed by the Licensee and the Director;

“Parent Undertaking” has the same meaning as in section 258 of the Companies Act 1985, as substituted by section 21 of the Companies Act 1989;

“Participating Interest” has the same meaning as in section 260 of the Companies Act 1985 as amended by section 22 of the Companies Act 1989;

“Product” includes any item which is used for the provision of an Access Control Service;

“Regulated Supplier” means a person who the Director has determined to be a regulated supplier as set out in the determination published by the Director in June 2000 entitled “Decision As To The Status Of Sky Subscribers Services Limited As A Regulated Supplier in the Market for Access Control Services for Digital Interactive TV Services”;

“Relevant Intellectual Property Right” means any right, which is wholly or partly controlled by a member of the Licensee’s Group, in Industrial or Intellectual Property or is subject to an agreement, an arrangement or concerted practice to which a member of the Licensee’s Group is a party;

“Relevant Other Telecommunication Services” means telecommunication services, whether supplied by the Licensee or any other party, but not including:

- (i) any of the services specified in Section 72(2)(a) to (f), of the Broadcasting Act 1990 other than licensable programme services specified in Section 46(1) of that Act which are conveyed for reception at different times in response to requests made by different users of the service;
- (ii) Digital Television Services; or
- (iii) Network Services;

“Third Party” means a person who provides Relevant Other Telecommunication Services;

“Transmission System” means a telecommunication system by means of which Messages comprising Relevant Other Telecommunication Services are transmitted to consumers and any point to point telecommunication system connected thereto (including, without prejudice to the generality of the foregoing, a studio or outside broadcast link) which conveys such Messages to the point of reception by end-users and includes a multiplex and a cable system or a satellite transponder but does not include any telecommunication system or telecommunication apparatus which for the time being is or forms part of an Access Control System.

“Telecommunication Apparatus” means apparatus construed or adapted for use

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(a) in transmitting or receiving:

- (i) speech, music and other sounds;
- (ii) visual images;
- (iii) signals serving for the impartation (whether as between persons and persons, things and things or persons and things) of any matter otherwise than in the form of sounds or visual images; or

- (iv) signals serving for the actuation or control of machinery or apparatus

which is to be or has been conveyed by means of a telecommunications system; or

- (b) in conveying for the purposes of such a system, anything falling within paragraphs (i) to (iv) above.

and for the purposes of this definition:

(1) apparatus is connected to a telecommunication system if it is being used, or is installed or connected for use –

- (a) in transmitting or receiving anything falling within paragraphs (i) to (iv) above which is to be or has been conveyed by means of that system; or
- (b) in conveying, for the purposes of that system, anything falling within those paragraphs;

and reference in this sub-section (1) to anything, falling within paragraphs (i) to (iv) shall include references to electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy;

(2) the connection to a telecommunication system of any other telecommunication system or any apparatus shall not be regarded as a connection if that other telecommunication system or that apparatus would not be so connected but for its connection to another telecommunication system.

(3) “convey” includes transmit, switch and receive and cognate expressions shall be construed accordingly.

(4) References to the supply of telecommunication apparatus do not include the making available of apparatus comprised or to be comprised in any of the Applicable Systems.

“Telecommunication Service” means any of the following, that is to say –

- (a) a service consisting in the conveyance by means of a telecommunication system of;
 - (i) speech, music and other sounds;
 - (ii) visual images

- (iii) signals serving for the impartation (whether as between persons and persons, things and things or persons and things) of any matter otherwise than in the form of sounds or visual images; or
 - (iv) signals serving for the actuation or control of machinery or apparatus;
- (b) a directory information service, that is to say, a service consisting in the provision by means of a telecommunication service of directory information for the purpose of facilitating the use of a service falling within paragraph (a) above and provided by means of that system; and
- (c) a service consisting in the installation, maintenance, adjustment, repair, alteration, moving, removal or replacement of apparatus which is or is to be connected to a telecommunication service.

and for the purposes of this definition “convey” includes transmit, switch and receive and cognate expressions shall be construed accordingly.

“Telecommunication System” means a system for the conveyance, through the agency of electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy, of-

- (a) speech, music and other sounds;
- (b) visual images;
- (c) signals serving for the impartation (whether as between persons and persons, things and things or persons and things) of any matter otherwise than in the form of sounds or visual images; or
- (d) signals serving for the actuation or control of machinery or apparatus.

and for the purposes of this definition:

(1) telecommunication apparatus which is situated in the United Kingdom and

- (a) is connected to but not comprised in a telecommunication system; or

(b) is connected to and comprised in a telecommunication system which extends beyond the United Kingdom.

shall be regarded as a telecommunication system and any person who controls the apparatus shall be regarded as running the system.

(2) a telecommunication system is connected to another telecommunication system if it is being used, or is installed or connected for use, in conveying anything falling within paragraphs (a) to (d) above which is to be or has been conveyed by means of that other system; and

(3) the connection to a telecommunication system of any other telecommunication system or any apparatus shall not be regarded as a connection if that other telecommunication system or that apparatus would not be so connected but for its connection to another telecommunication system.

4. Any reference in any Condition in this Schedule, however expressed, to the Director notifying the Licensee about any matter, affording the Licensee an opportunity to make representations, taking representations made by the Licensee into account or explaining, or giving reasons for any matter to the Licensee, shall be without prejudice to any obligation of due process or similar obligation which the Director is or may be under by virtue of any rule or principle of law or otherwise.
5. Subject to paragraph 6 below, if the Director is considering whether a determination, direction or consent under any Condition in this Licence is appropriate, he shall notify the Licensee and any Interested Parties of his proposed decision or the options which he is considering, and his reasons, and give them a reasonable opportunity to make representations. On making or refusing a determination or direction or giving or refusing consent, he shall notify the Licensee and Interested Parties of the determination, direction or consent or refusal, as the case may be, and his reasons.
6. Paragraph 5 does not apply in relation to any determination, direction or consent the procedure for which is otherwise set out in this Licence or any other enactment.

Exceptions and Limitations on Obligations in the Continued Provisions

7. Unless the context otherwise requires the Licensee's obligations have effect subject to the following exceptions and limitations.
8. The Licensee is not obliged to do anything which is not practicable.

9. The Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under this Licence if and to the extent that the Licensee is prevented from complying with that obligation by any physical, topographical or other natural obstacle, by the malfunction or failure of any apparatus or equipment owing to circumstances beyond the control of the Licensee, by the act of any national authority, local authority or international organisation or as the result of fire, flood, explosion, accident, emergency, riot or war.
10. Nothing in this Licence shall require the Licensee to do anything which the Director has agreed would prejudice the security of the Licensee's Access Control Services Business or any apparatus comprised in it so that its ability to combat piracy is materially compromised.
11. Paragraphs 7 to 10 shall apply without prejudice to any limitation or qualification of the requirements imposed by or under any Continued Provision.

OBLIGATION TO SUPPLY ACCESS CONTROL SERVICES

10.X This Condition shall apply to the Licensee only where the Director has determined the Licensee to be a Regulated Supplier in the market for Access Control Services for digital interactive TV services (“Regulated Supplier Determination”) and to the extent specified in that Determination.

10.1 Subject to such limitations as the Director may have determined in the Regulated Supplier Determination, where the Licensee is a Regulated Supplier, at the request of any Third Party who requires Access Control Services in order to supply a Relevant Other Telecommunication Service of any description, the Licensee shall supply such Access Control Services to that Third Party on fair and reasonable terms.

10.2 Where the Licensee provides, or intends to provide, any Access Control Service in accordance with the offer referred to in paragraph 10.1 above, the Licensee shall co-operate with the Third Party and do whatever is necessary and reasonable to ensure interoperability of the Applicable Systems and associated apparatus to enable the Access Control Services to be provided and maintained.

INTELLECTUAL PROPERTY

11.X This Condition shall apply to the Licensee only where the Director has determined the Licensee to be a Regulated Supplier in the market for Access Control Services for digital interactive TV services (“Regulated Supplier Determination”) and to the extent specified in that Determination.

11.1 Where it appears to the Director that any Relevant Intellectual Property Right has been, is being or is likely to be exercised (whether by the Licensee or by any other person in pursuance of an agreement, arrangement or concerted practice to which the Licensee is a party) so as to prevent:

(a) any Access Control System, Access Device, Conditional Access System, Transmission System, Essential Component or other telecommunication system or telecommunication apparatus which may lawfully be connected to any of the Applicable Systems, from being so connected either at all or on reasonable charges, terms and conditions; or

(b) any Access Control Service which may lawfully be provided by means of the Applicable Systems, from being so provided or obtained either at all or on reasonable charges, terms and conditions;

he may direct the Licensee in writing in accordance with paragraph 11.2 or 11.3.

11.2 Where the exercise of the Relevant Intellectual Property Right prevents a Product from being made available either at all or on reasonable charges, terms and conditions to the person wishing to make such a connection or to provide or obtain an Access Control Service, the Director may direct the Licensee to take such steps as are within the power of the Licensee and are, in the opinion of the Director, reasonable and necessary in all the circumstances to secure that the Product is made available to that person on charges, terms and conditions acceptable to that person or which (in default of agreement) are, in the opinion of the Director, reasonable to enable such connection to be made or such service to be provided or obtained.

11.3 Where paragraph 11.1 applies in circumstances other than those described in paragraph 11.2, the Director may direct the Licensee to take such steps as are within the power of the Licensee and are, in the opinion of the Director, reasonable and necessary in all the circumstances to secure that the person wishing to make such a connection or to provide or obtain such an Access Control Service is enabled to make use of the Relevant Intellectual Property Right for the purpose of making the connection or of providing or obtaining the service, upon charges, terms and conditions acceptable to that person or which (in default of agreement) are, in the opinion of the Director, reasonable for such

purpose.

Condition 12

REQUIREMENT TO KEEP SEPARATE FINANCIAL ACCOUNTS

12.X This Condition shall apply to the Licensee only where the Director has determined the Licensee to be a Regulated Supplier in the market for Access Control Services for digital interactive TV services (“Regulated Supplier Determination”) and to the extent specified in that Determination.

12.1 Except in so far as the Director agrees otherwise, the Licensee shall keep separate financial accounts regarding its operation of Access Control Services save that where the Licensee also runs a Conditional Access System it shall not be obliged by this Condition to keep accounts in respect of Access Control Services separate from those in respect of Conditional Access Services provided by means of a Conditional Access System.

12.2 The Licensee shall maintain such accounting records dealing separately with its Access Control Services Business as will enable it to show separately and explain, in response to any request from the Director under paragraph 12.5, all the transactions to which paragraph 12.3 refers.

12.3 This paragraph refers to all transactions between the Licensee’s Access Control Services Business and:

- (a)** any other business carried on by the Licensee whether in the United Kingdom or elsewhere;
- (b)** the business of any Associated Person whether in the United Kingdom or elsewhere;
- (c)** the business of any Third Party; and
- (d)** any other person or class of persons notified to the Licensee by the Director.

12.4 The Licensee shall update the accounting records referred to in paragraph 12.1 no less frequently than six monthly and those records shall include in particular the costs (including capital costs), revenue and a reasonable assessment of assets employed in and liabilities attributable to the Access Control Services Business, and separately, the amount of any material item of revenue, cost, asset or liability which has been either:

- (a)** charged from or to any other business of the Licensee or the business of an Associated Person or Third Party together with a description of the basis of the value on which the charge was made; or
- (b)** determined by apportionment or attribution from an activity common to the business and any other business of the Licensee or any Associated Person and,

if not otherwise disclosed, the basis of the apportionment or attribution.

12.5 The Director may at any time request from the Licensee copies of any of the accounting records and detailed attribution policies and procedures which the Licensee is obliged to maintain by this Condition, covering any period between:

(a) the date on which the Licensee first carried on any Access Control Services Business in the United Kingdom; and

(b) the date on which such records were, or should have been, last updated in accordance with paragraph 12.4.

The Licensee shall provide any such records, in the form of a profit and loss account and statement of mean capital employed, requested by the Director within 28 days of receiving such a request in writing.

PROHIBITION ON UNDUE PREFERENCE AND UNDUE DISCRIMINATION

14.X This Condition shall apply to the Licensee only where the Director has determined the Licensee to be a Regulated Supplier in the market for Access Control Services for digital interactive TV services (“Regulated Supplier Determination”) and to the extent specified in that Determination.

14.1 The Licensee shall not unduly discriminate or show undue preference in the manner set out below:

(a) the Licensee shall not (whether in respect of the charges or other terms or conditions applied or otherwise) show undue preference to, or exercise undue discrimination against, particular persons or persons of any class or description (in any market) as respects:

(i) the provision by means of the Applicable Systems of any Access Control Service provided by the Licensee (including offers of terms on which such services are to be provided) in the market determined by the Director for the purposes of the Regulated Supplier Determination;

(ii) the maintenance, adjustment, repair or replacement of any apparatus comprised in the Applicable Systems which is used for the provision of any Access Control Service in the market determined by the Director for the purposes of Regulated Supplier Determination ;

(b) the Licensee may be deemed to have shown such undue preference or to have exercised such undue discrimination if it unfairly favours to a material extent a business carried on by it in relation to the provision of any Access Control Service referred to in paragraph 14.1(a) above so as to place at a significant competitive disadvantage persons competing with that business; and

(c) any question relating to whether any act done or course of conduct pursued by the Licensee amounts to such undue preference or such undue discrimination shall be determined by the Director, but nothing done in any manner by the Licensee shall be regarded as undue preference or undue discrimination if and to the extent that the Licensee is required or permitted to do such thing in that manner by or under any provision of this Licence.

PUBLICATION OF CHARGES, TERMS AND CONDITIONS

15.X This Condition shall apply to the Licensee only where the Director has determined the Licensee to be a Regulated Supplier in the market for Access Control Services for digital interactive TV services (“Regulated Supplier Determination”) and to the extent specified in that Determination.

15.1 The Licensee shall, except in so far as the Director may otherwise consent in writing, publish prices and act in the manner set out below.

15.2 Within 28 days after the date the Director has made the Regulated Supplier Determination above, the Licensee shall send to the Director a notice specifying, or specifying the method that is to be adopted, for determining the charges, terms and conditions on which it offers to:

(a) provide each description of Access Control Service in the market determined by the Director for the purposes of the Regulated Supplier Determination above;

(b) maintain, adjust, repair or replace any apparatus comprised in the Applicable Systems which is used in the provision of any telecommunication service comprised in such a specified Access Control Service.

15.3 The Licensee shall provide the services referred to in paragraph 15.2 above at the charges, terms and conditions so published, and shall not depart therefrom except in the circumstances set out in paragraph 15.4 below.

15.4 The Licensee shall send to the Director:

(a) a notice of any amendment to any charge, term or condition, or method of determining the same, referred to in the notice described in paragraph 15.2 above; and

(b) a notice specifying, or specifying the method that is to be adopted, for determining the charges, terms and conditions on which it offers to provide each description of Access Control Service specified in the Regulated Supplier Determination above which is materially different from any Access Control Service to which the notice under paragraph 15.2 refers not less than one day before the amendment referred to in sub-paragraph 15.4(a) above is to come into effect, or the Licensee first provides the telecommunication service referred to in sub-paragraph 15.4(b) above.

15.5 The Licensee shall, as soon as practicable after sending to the Director each notice referred to in paragraphs 15.2 and 15.4 above, place a copy of such notice in a publicly accessible part of every Major Office of the Licensee in such

manner and in such place that it is readily available for inspection free of charge by members of the general public during normal office hours.

15.6 The Licensee shall send a copy of any notice referred to in paragraphs 15.2 and 15.4 above to any person at that person's request (or such parts which have been requested).

Schedule 2

The Director considers, that each of the Continued Provisions listed in the table below corresponds to one or more of the following provisions of Schedule 18, paragraph 9(4):

- a) a provision contained in the Act that the Director has the power to include in SMP Conditions (“Paragraph 9(4)(a)”);
- b) a provision authorised by section 73(2) or (4) of the Act for inclusion in Access-Related Conditions (“Paragraph 9(4)(b)”); or
- c) a provision relating to matters mentioned in Article 16 of the Universal Service Directive or Article 7 of the Access Directive (“Paragraph 9(4)(c)”).

Continued Provision	Corresponding provision of Paragraph 9(4)
Condition 10	Paragraph 9(4)(b)
Condition 11	Paragraph 9(4)(b)
Condition 12	Paragraph 9(4)(b)
Condition 14	Paragraph 9(4)(b)
Condition 15	Paragraph 9(4)(b)