

## **CORRECTION SLIP**

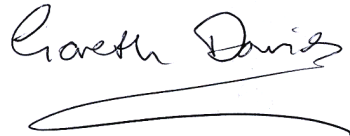
### ***Corrections to the Statement and consultation entitled 'Review of the fixed narrowband services wholesale markets' published by Ofcom on 15 September 2009***

1. On 15 September 2009, Ofcom published a Statement and further consultation entitled '*Review of the fixed narrowband services wholesale markets*'.<sup>1</sup> That document included Ofcom's decisions on relevant markets, market power determinations and remedies.
2. One of the services markets identified by Ofcom is the wholesale fixed geographic call termination on each individual network. In relation to that market, Ofcom decided to make market power determinations that each of British Telecommunications plc, KCOM Group plc and the operators set out at Annex A to Schedule 3 to the Notification as published at Annex 7 to that document (the extent of each person's public telephone network to constitute a separate market for the purposes of the Notification), has significant market power ("SMP"). As a result, Ofcom decided to set SMP conditions on those persons as set out in Schedule 3 to the Notification.
3. Since our publication of that document, it has come to Ofcom's attention that Schedule 3 to the Notification contains four typographical errors.
4. For ease of reference, we attach to this Correction Slip a new Schedule 3 to the Notification that corrects those errors. In summary, the corrections are:
  - a. Annex A to Schedule 3 should read as including the following two operators as persons whom Ofcom have determined to be persons having SMP in the market referred to in paragraph 2 above:
    - i. Carphone Warehouse Group plc; and
    - ii. Daisy Group plc.
  - b. The reference to "Kingston Communications Limited whose registered company number is 03317871" in Annex A to Schedule 3 should read "KCOM Group plc whose registered company number is 2150618".
  - c. The title to SMP condition BB1 as set out in Schedule 3 should read "Condition BB1 - Requirement to provide Network Access on reasonable request in the Hull Area".

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<sup>1</sup> [http://www.ofcom.org.uk/consult/condocs/wnmr\\_statement\\_consultation/main.pdf](http://www.ofcom.org.uk/consult/condocs/wnmr_statement_consultation/main.pdf)

5. The operators to whom these corrections relate have been notified by Ofcom of these corrections.
6. Ofcom confirms that the decisions set out in the document referred to in paragraph 1 above otherwise remain unaffected by these corrections.

A handwritten signature in black ink, appearing to read 'Gareth Davies', with a long, sweeping underline stroke below it.

**Gareth Davies**

Competition Policy Director

A person duly authorised in accordance with paragraph 18 of the Schedule to the Office of Communications Act 2002

**22 October 2009**

## Annex 7

# Legal Instruments

### SCHEDULE 3

The SMP services conditions imposed on BT, KCOM and all persons listed at Annex A under sections 45, 87, 88 and 90 of the Communications Act 2003 as a result of the analysis of the market set out in paragraph 12(c) of the Notification in which BT, KCOM and all persons listed in Annex A have significant market power (“SMP conditions”)

#### Part 1: Application, definitions and interpretation relating to the SMP conditions in Part 2

1. The SMP conditions in Part 2 of this Schedule 3 shall only apply to the following dominant providers;
  - (a) SMP Conditions BA1, BA2, BA3, BA5 and BA6 to BT only;
  - (b) SMP Conditions BB1, BB2, BB3, BB4 and BB5 to KCOM only;
  - (c) SMP Conditions BC1 to those persons listed at Annex A only.
2. The SMP conditions in Part 2 of this Schedule 3 shall apply to the market set out at paragraph 12(c) of the Notification.
3. In this Schedule 3:
  - (a) “**Act**” means the Communications Act 2003 (c. 21);
  - (b) “**Access Charge Change Notice**” has the meaning given to it in Condition BA6.2 and BB5.2 for BT and KCOM respectively;
  - (c) “**Dominant Provider**” means, in relation to:
    - (i) SMP Conditions BA1, BA2, BA3, BA5 and BA6; British Telecommunications plc, whose registered company number is 1800000, and any of its subsidiaries or holding companies, or any subsidiary of such holding companies, all as defined by section 736 of the Companies Act 1985, as amended by the Companies Act 1989;
    - (ii) SMP Conditions BB1, BB2, BB3, BB4 and BB5; KCOM Group plc, whose registered company number is 2150618, and any of its subsidiaries or holding companies, or any subsidiary of such holding companies, all as defined by section 736 of the Companies Act 1985, as amended by the Companies Act 1989; and
    - (iii) SMP Conditions BC1 any person listed at Annex A to this Schedule.
  - (e) “**Exchange Line**” means Apparatus comprised in the Dominant Provider’s Electronic Communications Network and installed for the purpose of connecting a telephone exchange run by the Dominant Provider to a Network Termination Point comprised in Network Termination and Testing Apparatus installed by the Dominant Provider for the purpose of providing Electronic Communications Services at the premises at which the Network Termination and Testing Apparatus is located;

(d) **“Fixed Call Termination Wholesale Service”** means an Electronic Communications Service provided by the Dominant Provider from (and over) the local exchange to (but not including the conveyance of Signals over) an Exchange Line.

(e) **“Network Component”** means, to the extent they are used in the Service Market, the network components specified in any direction given by the Director from time to time for the purpose of these conditions;

(f) **“Network Termination Point”** means the physical point at which a Subscriber is provided with access to a Public Electronic Communications Network and, where it concerns Electronic Communications Networks involving switching or routing, that physical point is identified by means of a specific network address, which may be linked to the Telephone Number or name of a Subscriber. Where a Network Termination Point is provided at a fixed position on Served Premises it shall be within an item of Network Termination and Testing Apparatus;

(g) **“Network Termination and Testing Apparatus”** means an item of apparatus comprised in an Electronic Communications Network installed in a fixed position on Serviced Premises which enables:

- (a) Approved Apparatus to be readily connected to, and disconnected from, the network;
- (b) the conveyance of Signals between such Approved Apparatus and the Network;
- (c) the due functioning of the Network to be tested,

but the only other functions of which if any are:

- (i) to supply energy between such Approved Apparatus and the Network;
- (ii) to protect the safety or security of the operation of the Network;
- (iii) to enable other operations exclusively related to the running of the network to be performed or the due functioning of any system to which the network is or is to be connected to be tested (separately or together with the network).

(h) **“Reference Offer”** means the terms and conditions on which the Dominant Provider is willing to enter into an Access Contract;

(i) **“The Hull Area”** means the area defined as the 'Licensed Area' in the licence granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communication (Hull) plc.

(j) **“Third Party”** means either:

- (i) a person providing a Public Electronic Communications Network; or
- (ii) a person providing a Public Electronic Communications Service;

(k) **“Transfer Charge”** means the charge or price that is applied, or deemed to be applied, by the Dominant Provider to itself for the use or provision of an activity or group of activities. For the avoidance of doubt, such activities or group of activities include, amongst other things, products and services provided from, to or within the Services Market and the use of Network Components in that Services Market;

(l) **“Usage Factor”** means the average usage by any Communications Provider (including the Dominant Provider itself) of each Network Component in using or providing a particular product or service or carrying out a particular activity;

(m) **“Wholesale Service”** means any services related to Network Access used by or offered to any Communications Provider (including the Dominant Provider)

4. For the purpose of interpreting the SMP conditions in Part 2:

(a) except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in paragraph 2 of this Part above and otherwise any word or expression shall have the same meaning as it has in the Act;

(b) the Interpretation Act 1978 (c. 30) shall apply as if each of the SMP conditions in Part 2 were an Act of Parliament; and

(c) headings and titles shall be disregarded.

**Part 2: The SMP conditions**  
**SMP Conditions relating to BT**

**Condition BA1 - Requirement to provide Network Access on reasonable request**

**BA1.1** Where a Third Party reasonably requests in writing Network Access, the Dominant Provider shall provide that Network Access. The Dominant Provider shall also provide such Network Access as Ofcom may from time to time direct.

**BA1.2** The provision of Network Access in accordance with paragraph BA1.1 above shall occur as soon as it is reasonably practicable and shall be provided on fair and reasonable terms, conditions and charges and on such terms, conditions and charges as Ofcom may from time to time direct.

**BA1.3** The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition BA1.

**Condition BA2 - Requirement not to unduly discriminate**

**BA2.1** The Dominant Provider shall not unduly discriminate against particular persons or against a particular description of persons in relation to matters connected with Network Access.

**BA2.2** In this Condition, the Dominant Provider may be deemed to have shown undue discrimination if it unfairly favours to a material extent an activity carried on by it so as to place at a competitive disadvantage persons competing with the Dominant Provider.

**Condition BA3 - Basis of charges**

**BA3.1** Unless Ofcom directs otherwise from time to time, the Dominant Provider shall secure, and shall be able to demonstrate to the satisfaction of Ofcom, that each and every charge offered, payable or proposed for Network Access covered by Condition BA1 is reasonably derived from the costs of provision based on a forward looking long-run incremental cost approach and allowing an appropriate mark up for the recovery of common costs including an appropriate return on capital employed.

**BA3.2** For the avoidance of any doubt, where the charge offered, payable or proposed for Network Access covered by Condition BA1 is for a service which is subject to a charge control under Condition BA4, the Dominant Provider shall secure, and shall be able to demonstrate to the satisfaction of Ofcom, that such a charge satisfies the requirements of paragraph BA3.1 above.

**BA3.3** The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition BA3.

## **Condition BA5 - Requirement to publish a Reference Offer**

**BA5.1** Except in so far as Ofcom may otherwise consent in writing, the Dominant Provider shall publish a Reference Offer and act in the manner set out below.

**BA5.2** Subject to paragraph BA5.8 below, the Dominant Provider shall ensure that a Reference Offer in relation to the provision of Network Access includes at least the following:

(a) a description of the Network Access to be provided, including technical characteristics (which shall include information on network configuration where necessary to make effective use of the Network Access);

(b) the locations of the points of Network Access;

(c) the technical standards for Network Access (including any usage restrictions and other security issues);

(d) the conditions for access to ancillary, supplementary and advanced services (including operational support systems, information systems or databases for pre-ordering, provisioning, ordering, maintenance and repair requests and billing);

(e) any ordering and provisioning procedures;

(f) relevant charges, terms of payment and billing procedures;

(g) details of interoperability tests;

(h) details of traffic and network management;

(i) details of maintenance and quality as follows:

(i) specific time scales for the acceptance or refusal of a request for supply and for completion, testing and hand-over or delivery of services and facilities, for provision of support services (such as fault handling and repair);

(ii) service level commitments, namely the quality standards that each party must meet when performing its contractual obligations;

(iii) the amount of compensation payable by one party to another for failure to perform contractual commitments;

(iv) a definition and limitation of liability and indemnity; and

(v) procedures in the event of alterations being proposed to the service offerings, for example, launch of new services, changes to existing services or change to prices;

(j) details of measures to ensure compliance with requirements for network integrity;

(k) details of any relevant intellectual property rights;

(l) a dispute resolution procedure to be used between the parties;

- (m) details of duration and renegotiation of agreements;
- (n) provisions regarding confidentiality of non-public parts of the agreements;
- (o) rules of allocation between the parties when supply is limited (for example, for the purpose of co-location or location of masts);
- (p) the standard terms and conditions for the provision of Network Access;
- (q) the amount applied to:
  - (i) each Network Component used in providing Network Access with the relevant Usage Factors; and
  - (ii) the Transfer Charge for each Network Component or combination of Network Components described above,reconciled in each case to the charge payable by a Communications Provider other than the Dominant Provider.

**BA5.3** To the extent that the Dominant Provider provides to itself Network Access that:

- (a) is the same, similar or equivalent to that provided to any other Third Party; or
  - (b) may be used for a purpose that is the same, similar or equivalent to that provided to any other Third Party,
- in a manner that differs from that detailed in a Reference Offer in relation to Network Access provided to any other Third Party, the Dominant Provider shall ensure that it publishes a Reference Offer in relation to the Network Access that it provides to itself which includes, where relevant, at least those matters detailed in paragraphs BA5.2(a) to (q) above.

**BA5.5** The Dominant Provider shall update and publish the Reference Offer in relation to any amendments or in relation to any further Network Access provided after the date this Condition BA5 enters into force.

**BA5.6** Publication referred to above shall be effected by:

- (a) placing a copy of the Reference Offer on any relevant website operated or controlled by the Dominant Provider; and
- (b) sending a copy of the Reference Offer to Ofcom.

**BA5.7** The Dominant Provider shall send a copy of the current version of the Reference Offer to any person at that person's written request (or such parts which have been requested).

**BA5.8** The Dominant Provider shall make such modifications to the Reference Offer as Ofcom may direct from time to time.



**BA5.9** The Dominant Provider shall provide Network Access at the charges, terms and conditions in the relevant Reference Offer and shall not depart therefrom either directly or indirectly.

**BA5.10** The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition BA5.

### **Condition BA6 - Requirement to notify charges**

**BA6.1** Except in so far as Ofcom may otherwise consent in writing, the Dominant Provider shall publish charges and act in the manner set out below.

**BA6.2** The Dominant Provider shall send to Ofcom and to every Third Party with which it has entered into an Access Contract covered by Condition BA1 a written notice of any amendment to the charges on which it provides Network Access or in relation to any charges for new Network Access (an "Access Charge Change Notice") not less than 90 days before any such amendment comes into effect

**BA6.3** The Dominant Provider shall ensure that an Access Charge Change Notice includes:

- (a) a description of the Network Access in question;
- (b) a reference to the location in the Dominant Provider's current Reference Offer of the terms and conditions associated with the provision of that Network Access;
- (c) the date on which or the period for which any amendments to charges will take effect (the "effective date");
- (d) the current and proposed new charge and the relevant Usage Factors applied to each Network Component comprised in that Network Access, reconciled in each case with the current or proposed new charge;
- (e) the information specified in sub-paragraph (d) above with respect to that Network Access to which that paragraph applies; and
- (f) the relevant network tariff gradient.

**BA6.4** The Dominant Provider shall not apply any new charge identified in an Access Charge Change Notice before the effective date.

**BA6.5** To the extent that the Dominant Provider provides to itself Network Access that:

- (a) is the same, similar or equivalent to that provided to any other Third Party; or
- (b) may be used for a purpose that is the same, similar or equivalent to that provided to any other Third Party, in a manner that differs from that detailed in an Access Charge Change Notice in relation to Network Access provided to any other Third Party, the Dominant Provider shall ensure that it sends to Ofcom an Access Charge Change Notice in relation to the Network Access that it provides to itself

which includes, where relevant, at least those matters detailed in paragraphs BA6.3(a) to (f).

## **SMP Conditions relating to KCOM**

### **Condition BB1 - Requirement to provide Network Access on reasonable request in the Hull Area**

**BB1.1** Where a Third Party reasonably requests in writing Network Access, the Dominant Provider shall provide that Network Access. The Dominant Provider shall also provide such Network Access as Ofcom may from time to time direct.

**BB1.2** The provision of Network Access in accordance with paragraph BB1.1 above shall occur as soon as it is reasonably practicable and shall be provided on fair and reasonable terms, conditions and charges and on such terms, conditions and charges as Ofcom may from time to time direct.

**BB1.3** The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition BA1.

### **Condition BB2 - Requirement not to unduly discriminate in the Hull Area**

**BB2.1** The Dominant Provider shall not unduly discriminate against particular persons or against a particular description of persons in relation to matters connected with Network Access.

**BB2.2** In this Condition, the Dominant Provider may be deemed to have shown undue discrimination if it unfairly favours to a material extent an activity carried on by it so as to place at a competitive disadvantage persons competing with the Dominant Provider.

### **Condition BB3 - Basis of charges in the Hull Area**

**BB3.1** Unless Ofcom directs otherwise from time to time, the Dominant Provider shall secure, and shall be able to demonstrate to the satisfaction of Ofcom, that each and every charge offered, payable or proposed for Network Access covered by Condition BB1 is reasonably derived from the costs of provision based on a forward looking long-run incremental cost approach and allowing an appropriate mark up for the recovery of common costs including an appropriate return on capital employed.

**BA3.2** The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition BA3.

### **Condition BB4 - Requirement to publish a Reference Offer for the Hull Area**

**BB4.1** Except in so far as Ofcom may otherwise consent in writing, the Dominant Provider shall publish a Reference Offer in relation to the provision of Network Access in the Hull Area and act in the manner set out below.

**BB4.2** Subject to paragraph BB4.8 below, the Dominant Provider shall ensure that a Reference Offer in relation to the provision of Network Access includes at least the following:

(a) a description of the Network Access to be provided, including technical characteristics (which shall include information on network configuration where necessary to make effective use of the Network Access);

(b) the locations of the points of Network Access;

(c) the technical standards for Network Access (including any usage restrictions and other security issues);

(d) the conditions for access to ancillary, supplementary and advanced services (including operational support systems, information systems or databases for pre-ordering, provisioning, ordering, maintenance and repair requests and billing);

(e) any ordering and provisioning procedures;

(f) relevant charges, terms of payment and billing procedures;

(g) details of interoperability tests;

(h) details of traffic and network management;

(i) details of maintenance and quality as follows:

(i) specific time scales for the acceptance or refusal of a request for supply and for completion, testing and hand-over or delivery of services and facilities, for provision of support services (such as fault handling and repair);

(ii) service level commitments, namely the quality standards that each party must meet when performing its contractual obligations;

(iii) the amount of compensation payable by one party to another for failure to perform contractual commitments;

(iv) a definition and limitation of liability and indemnity; and

(v) procedures in the event of alterations being proposed to the service offerings, for example, launch of new services, changes to existing services or change to prices;

(j) details of measures to ensure compliance with requirements for network integrity;

(k) details of any relevant intellectual property rights;

(l) a dispute resolution procedure to be used between the parties;

(m) details of duration and renegotiation of agreements;

(n) provisions regarding confidentiality of non-public parts of the agreements;

(o) rules of allocation between the parties when supply is limited (for example, for the purpose of co-location or location of masts);

(p) the standard terms and conditions for the provision of Network Access;

(q) the amount applied to:

(i) each Network Component used in providing Network Access with the relevant Usage Factors; and

(ii) the Transfer Charge for each Network Component or combination of Network Components described above,

reconciled in each case to the charge payable by a Communications Provider other than the Dominant Provider.

**BB4.3** To the extent that the Dominant Provider provides to itself Network Access that:

(a) is the same, similar or equivalent to that provided to any other Third Party; or

(b) may be used for a purpose that is the same, similar or equivalent to that provided to any other Third Party,

in a manner that differs from that detailed in a Reference Offer in relation to Network Access provided to any other Third Party, the Dominant Provider shall ensure that it publishes a Reference Offer in relation to the Network Access that it provides to itself which includes, where relevant, at least those matters detailed in paragraphs BB4.2(a) to (q) above.

**BB4.5** The Dominant Provider shall update and publish the Reference Offer in relation to any amendments or in relation to any further Network Access provided after the date this Condition BB4 enters into force.

**BB4.6** Publication referred to above shall be effected by:

(a) placing a copy of the Reference Offer on any relevant website operated or controlled by the Dominant Provider; and

(b) sending a copy of the Reference Offer to Ofcom.

**BB4.7** The Dominant Provider shall send a copy of the current version of the Reference Offer to any person at that person's written request (or such parts which have been requested).

**BB4.8** The Dominant Provider shall make such modifications to the Reference Offer as Ofcom may direct from time to time.

**BB4.9** The Dominant Provider shall provide Network Access in the Hull Area at the charges, terms and conditions in the relevant Reference Offer and shall not depart therefrom either directly or indirectly.

**BB4.10** The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition AA5.

**Condition BB5 - Requirement to notify charges in respect of Network Access provided in the Hull Area**

**BB5.1** Except in so far as Ofcom may otherwise consent in writing, the Dominant Provider shall publish charges and act in the manner set out below.

BB5.2 The Dominant Provider shall send to Ofcom and to every Third Party with which it has entered into an Access Contract covered by Condition BB1 a written notice of any amendment to the charges on which it provides Network Access or in relation to any charges for new Network Access (an "Access Charge Change Notice") not less than 90 days before any such amendment comes into effect.

**BB5.3** The Dominant Provider shall ensure that an Access Charge Change Notice includes:

- (a) a description of the Network Access in question;
- (b) a reference to the location in the Dominant Provider's current Reference Offer of the terms and conditions associated with the provision of that Network Access;
- (c) the date on which or the period for which any amendments to charges will take effect (the "effective date");
- (d) the current and proposed new charge and the relevant Usage Factors applied to each Network Component comprised in that Network Access, reconciled in each case with the current or proposed new charge;
- (e) the information specified in sub-paragraph (d) above with respect to that Network Access to which that paragraph applies; and
- (f) the relevant network tariff gradient.

**BB5.4** The Dominant Provider shall not apply any new charge identified in an Access Charge Change Notice before the effective date.

**BB5.5** To the extent that the Dominant Provider provides to itself Network Access in the Hull Area that:

- (a) is the same, similar or equivalent to that provided to any other Third Party; or
- (b) may be used for a purpose that is the same, similar or equivalent to that provided to any other Third Party,

in a manner that differs from that detailed in an Access Charge Change Notice in relation to Network Access provided to any other Third Party, the Dominant Provider shall ensure that it sends to Ofcom an Access Charge Change Notice in relation to the Network Access that it provides to itself which includes, where relevant, at least those matters detailed in paragraphs BB5.3(a) to (f).

## **SMP Condition relating to Communication Providers listed at Annex A**

### **Condition BC1 – Requirement to provide Network Access on reasonable request**

**BC1.1** Where a Third Party reasonably requests in writing Network Access, the Dominant Provider shall provide that Network Access. The Dominant Provider shall also provide Network Access as Ofcom may from time to time direct.

**BC1.2** The provision of Network Access in accordance with paragraph BC1.1 shall occur as soon as reasonably practicable and shall be provided on fair and reasonable terms, conditions and charges and on such terms, conditions and charges as Ofcom may from time to time direct.

**BC1.3** The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition.

### **Annex A to Schedule 3 (List of Dominant Providers for the purpose of Schedule 3)**

1. 118 Limited whose registered company number is 03951948, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
2. 24 Seven Communications Limited whose registered company number is 04468566, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
3. 4D Interactive Ltd whose registered company number is 02676756, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
4. Aggregated Telecom Ltd whose registered company number is 03882936, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
5. Atlas Interactive Group Ltd whose registered company number is 03249486, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
6. BSKYB whose registered company number is 05349163, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
7. C3 Europe Ltd whose registered company number is 04188942, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
8. Cable & Wireless UK whose registered company number is 01541957, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
9. Callagenix Ltd whose registered company number is 03963819, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
10. Carphone Warehouse Group plc whose registered company number is 03253714, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.
11. Collouquium Limited whose registered company number is SC142248, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that



holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

12. COLT Telecommunications whose registered company number is 02452736, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

13. Connect Telecom Ltd whose registered company number is 06298460, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

14. Daisy Group plc whose registered company number is 03974683, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

15. Digitech Solutions whose registered company number is 04546657, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

16. Edge Telecom Ltd whose registered company number is 03101247, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

17. Eircom (UK) Limited whose registered company number is 03478971, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

18. Elephant Talk Communications PRS UK Limited whose registered company number is 05890632, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

19. ETC Telecom Ltd whose registered company number is 06295193, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

20. Evoxus Limited whose registered company number is 03798888, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

21. Flextel Limited whose registered company number is 02772380, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

22. Gamma Telecom Ltd whose registered company number is 04340834, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that

holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

23. Global Crossing (UK) Telecommunications Limited whose registered company number is 02495998, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

24. Global One Communications Holding Limited whose registered company number is 02082327, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

25. I Communicate Services whose registered company number is 06212287, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

26. IDT Global Ltd whose registered company number is 03322447, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

27. Inclarity plc whose registered company number is 02673204, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

28. "Intouch Communication" Services Limited whose registered company number is 03606467, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

29. IV Response Ltd whose registered company number is 04318927, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

30. KDDI Europe Limited whose registered company number is 02407242, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

31. KCOM Group plc whose registered company number is 02150618, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

32. Magrathea Telecommunications Limited whose registered company number is 04260485, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

33. Mars Telecom Ltd whose registered company number is 04713626, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that

holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

34. Medius Networks Limited whose registered company number is 04157875, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

35. Net Solutions Europe Limited whose registered company number is 03203624, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

36. Nexus Telecommunications Ltd whose registered company number is 03895766, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

37. NPLUSONE Limited whose registered company number is SC236129, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

38. N T L Glasgow registered company number is SC075177, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

39. O-Bit Telecom Limited whose registered company number is 04365519, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

40. Optics Telecom Limited whose registered company number is 04874092, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

41. Orange Limited whose registered company number is 03110666, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

42. Oxygen8 Communications UK Limited whose registered company number is 03383285, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

43. PNC Telecom plc whose registered company number is 02709891, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

44. Premier Voicemail Limited whose registered company number is 03172426, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of

that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

45. Primus Telecom Ltd whose registered company number is 02937312, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

46. QICOMM Limited whose registered company number is 05422551, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

47. QX Telecom Limited whose registered company number is 03820728, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

48. Ringmaster Ltd whose registered company number is 03450577, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

49. Sala Trading Ltd whose registered company number is 03617973, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

50. SingTel (Europe) Ltd whose registered company number is 03426947, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

51. Skycom Limited whose registered company number is 04101655, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

52. Skytel Limited whose registered company number is 04227994, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

53. Spacetel whose registered company number is 06184554, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

54. Spitfire Network Services whose registered company number is 02657590, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

55. Starcomm Ltd whose registered company number is 02830288, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that

holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

56. Stardex (UK) Limited whose registered company number is SC192625, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

57. Subhan Universal Limited whose registered company number is 05642502, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

58. Swiftnet Ltd whose registered company number is 02469394, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

59. Switch Services Limited whose registered company number is 04968578, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

60. Syntec Limited whose registered company number is 03529985, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

61. Teamphone.com whose registered company number is 01403177, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

62. Telco Global Networks Limited whose registered company number is 04214792, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

63. Teledesign plc whose registered company number is 03254784, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

64. Telephony Services Ltd whose registered company number is 05134355, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

65. Telsis Systems Limited whose registered company number is 02312314, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

66. Telstra Ltd whose registered company number is 03830643, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding

company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

67. Telswitch Ltd whose registered company number is 06127089, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

68. Telxl Limited whose registered company number is 04249562, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

69. T-Mobile whose registered company number is 02382161, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

70. Tweedwind (Two) Limited whose registered company number is 04392360, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

71. United Connect Ltd whose registered company number is 03204967, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

72. Vectone Network Limited whose registered company number is 05445235, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

73. Verizon UK Limited whose registered company number is 02776038, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

74. Virgin Media Limited whose registered company number is 02591237, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

75. Virtual Universe Ltd whose registered company number is 03064568, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

76. Vital Phone Limited whose registered company number is 04203630, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

77. Vodafone Ltd whose registered company number is 01471587, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that

holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

78. VTL (UK) Ltd whose registered company number is 04287100, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

79. Wavecrest (UK) Ltd whose registered company number is 03042254, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

80. Wire9 Telecom plc whose registered company number is 04210403, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

81. XTEC Communications Limited whose registered company number is 03673661, and any subsidiary or holding company of it, or any subsidiary of it, or any subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.