

Title:

Ms

Forename:

Aileen

Surname:

Boyd

Representing:

Organisation

Organisation (if applicable):

Scottish and Southern Energy plc

Question 1: Do you agree with our proposed approach to definitions?:

Question 2: Do you agree with our proposal to add CEPT to the list of standardisation bodies?:

Question 3: Do you agree with our proposals to extend the requirements of GC3 beyond ?fixed locations? and to require CPs to ?take all necessary measures? to maintain their networks and services and access to emergency services?:

Question 4: Do you agree with our proposals for emergency call numbers - which includes amending the definition of CP and requiring that location information is provided free of charge, as soon as the call reaches the emergency organisations and is accurate and reliable (in line with our proposed high level criteria)?:

Question 5: Do you agree with our proposed approach to contract related requirements relating to the provision of additional information, the length of contracts and the conditions for termination?:

In the discussion of changes to General Condition (GC) 9 in section 7 of the document, we are very supportive of the inclusion of the proposed new part of the GC:

9.3 Without prejudice to any minimum contractual period, Communications Providers shall ensure that conditions or procedures for contract termination do not act as disincentives for End-Users against changing their Communications Provider.

We note the reference to the various projects that Ofcom has in hand that are relevant to disincentives to switching: Early Termination Charges; Automatically Renewable Contracts; and the Strategic Review of Consumer Switching. We have supported Ofcom's pro-competitive stance in these projects, agreeing with Ofcom that there is consumer interests are best served when customers can readily switch between competing supplier offerings and are not disincentivised to do so due to high termination charges, specific contract terms and/or awkward processes for actually instigating a switch. We hope that the inclusion of this explicit provision within GC9 will make it easier for Ofcom to act to remove anti-competitive approaches and to prevent any future types of disincentive from gaining ground in the retail communications markets.

We also support Ofcom's comments on the retention of the "material detriment" test in relation to the right of subscribers to withdraw from contracts if changes are made to those contracts.

On other matters covered by proposed amendments to GC9, we do have some concerns.

We note the requirements in the proposed revisions to this condition for additional information to be provided to consumers (and other end-users on request) as part of their contracts. Ofcom claims that there "may be limited impacts" (paragraph 7.7) on CPs from this new requirement but we would comment that any requirement to amend contracts requires material effort for CPs to review existing contracts and add new material as necessary as a one-off exercise. There will not be much time between the final statement from Ofcom confirming the amendments to the GCs and the proposed implementation date of 25 May and we would request an implementation period of at least 3 months to allow the changes to be made.

It is not clear to us that the implementation of the revised EU framework would actually necessitate CPs writing to all their end-users to explain the changes in contract. By the yardstick of the existing GC9.3, the changes are not likely to be of material detriment to customers and hence the current framework would not require existing customers to be notified individually. Ofcom's reasoning in paragraph 7.12 appears to support this point of view with respect to rights to exit contracts. Writing to customers is a material cost for CPs and perhaps could be avoided if general publicity from Ofcom and others about the changes were to be supplemented by information on CPs' websites. If individual notification is really necessary, we would seek maximum flexibility for CPs on the manner and timing of how this is carried out.

Question 6: Do you agree with our proposals to ensure equivalent access to the emergency services for disabled users and to mandate the provision of Emergency SMS?:

Question 7: Do you agree that given the existing measures that are in place to help disabled users to access 116XXX services, it is not necessary to make further changes to GC15 in this respect?:

Question 8: Do you agree with our proposals on conditions for transferring the rights of use of telephone numbers and also for granting their use for a limited period of time?:

Question 9: Do you agree with our proposals on the one working day requirement in relation to bulk mobile ports and in relation to fixed porting? If not, please explain why?:

Question 10: Do you agree with our proposed approach to the porting compensation scheme requirement?:

We recognise that there is a requirement in the revised EU Framework for some form of porting compensation scheme and welcome both Ofcom's guidance and the proposed flexibility for CPs to design their own schemes within the guidance.

As noted in relation to GC9 in response to question 5 above, our main concern is on the timescales for implementation and we would seek at least 3 months from Ofcom's final statement on the matter in order to develop and publicise a suitable scheme with the framework of Ofcom's final guidance on the matter.

Question 11: Do you agree with our proposed approach on requirements relating to ensuring access to all numbers within the Community, the charging of ETNS numbers and calling the hotline for missing children on 116000?:

Question 12: Do you agree with the proposed obligation on universal service providers to notify us when they are disposing of part or all their local access network assets?: