
Review of the General Conditions of Entitlement

Revised general conditions showing changes in mark-up

About this document

This document, which is Annex 16 to Ofcom's statement of 19 September 2017 entitled "*Review of the General Conditions*", shows the changes that we have decided to make to the current general conditions using tracked changes.

We have taken the following approach to show the changes that we have decided to make:

- (a) the words in red (and in bold font) are those that we have decided to insert (e.g. "**example**");
- (b) the words struck through are those that we have decided to delete (e.g. "~~example~~");
- (c) boxed numbers in the Definitions section show the condition a particular definition came from (e.g. GC 22);
- (d) as explained in our statement, we have decided to move all of the defined terms used in the GCs into one section at the end of the document. This section shows the changes that we have decided to make to all of the definitions in the GCs; and
- (e) as explained in our statement, we have decided to identify all defined terms in bold (e.g. "This **Condition** applies to all providers of **Publicly Available Telephone Services**"). However, we have not shown these formatting changes in this document as we have used bold font to draw stakeholders' attention to the words that we have decided to insert (e.g. "**example**").

Contents

Legal basis for the General Conditions	1
Part A: Network functioning conditions	5
A1 General network access and interconnection obligations	5
A2 Standards and specifications	7
A3 Availability of services and access to emergency services	10
A4 Emergency planning	14
A5 Must-carry obligations.....	18
Part B: Numbering and technical conditions.....	19
B1 Allocation, adoption and use of telephone numbers.....	19
B2 Directory Information.....	30
B3 Number portability	33
B4 Access to numbers and services	37
Part C: Consumer protection conditions.....	39
C1 Contract requirements	39
C2 Information publication and transparency requirements	44
C3 Billing requirements	53
C4 Complaints handling and dispute resolution	58
C5 Measures to meet the needs of vulnerable and consumers and end-users with disabilities	67
C6 Calling line identification facilities.....	73
C7 Switching.....	75
C8 Sales and marketing of mobile communications services	92
Definitions	98

Legal basis for the General Conditions

Schedule to the notification under section 48(1) of the Communications Act 2003

Under the regulatory regime set out in the Communications Act 2003, communications providers do not require a licence to operate in the UK, but can be made subject to conditions of general application. This approach of authorisation subject to general conditions reflects the common European regulatory framework for electronic communications services and networks. This document sets out the general conditions which all communications providers (or all communications providers of a particular description) must comply with if they wish to provide services in the UK.

Broadly, the general conditions fall into three main categories: conditions relating to network functioning requirements (Part A); numbering and other technical conditions (Part B); and consumer protection conditions (Part C).

Definitions and interpretation relating to the conditions in this Schedule

1. ~~———— In this Schedule, except in so far as the context otherwise requires ———~~

~~“Act” means the Communications Act 2003;~~

~~“Adoption” means doing any of the following by a Communications Provider in relation to an Allocated Telephone Number (whether or not such Allocation is to that Communications Provider) —~~

- ~~(a) assigning or transferring that number to a particular Customer or piece of Apparatus;~~
- ~~(b) using that Telephone Number for identifying a service or route used by that Communications Provider or by any of his Customers;~~
- ~~(c) using that Telephone Number for identifying a communication as one to be transmitted by that Communications Provider~~
- ~~(d) designating that Telephone Number for use in selecting a service or the required elements or characteristics of a service; or~~
- ~~(e) authorising the use of that Telephone Number by others for any of the following purposes:~~
 - ~~(i) identifying the destination for, or recipient of, an Electronic Communication;~~
 - ~~(ii) identifying the origin, or sender, of an Electronic Communication;~~
 - ~~(iii) identifying the route for an Electronic Communication;~~
 - ~~(iv) identifying the source from which an Electronic Communication or Electronic Communications Service may be obtained or accessed;~~

~~(v) selecting the service that is to be obtained or accessed, or required elements or characteristics of that service; or~~

~~(vi) identifying the Communications Provider by means of whose network or service an Electronic Communication is to be transmitted, or treated as transmitted;~~

~~“Allocation”, in relation to a Telephone Number, means allocation by Ofcom;~~

~~“Approved Apparatus” means, in relation to any network, Apparatus which meets the appropriate essential requirements of regulation 4 of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000³;~~

~~“Communications Provider” means, unless the contrary intention appears, a person who provides an Electronic Communications Network or provides an Electronic Communications Service;~~

~~“Condition” means a condition in this Schedule;~~

~~“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;~~

~~“Directory” means a printed document containing Directory Information on Subscribers of Publicly Available Telephone Services in the United Kingdom which is made available to members of the public;~~

~~“Directory Information” means, in the case of a Directory, the name and address of the Subscriber and the Telephone Number assigned to the Subscriber for their use of Publicly Available Telephone Services and, in the case of a Directory Enquiry Facility, shall be either such a Telephone Number of the Subscriber or information that such a Telephone Number of the Subscriber may not be supplied;~~

~~“Directory Enquiry Facility” means Directory Information provided by means of a Public Communications Network;~~

~~“Electronic Communication” means a communication for transmission by means of an Electronic Communications Network;~~

~~“Emergency Organisation” means in respect of any locality:~~

~~(a) the relevant public police, fire, ambulance and coastguard services for that locality; and~~

~~(b) any other organisation, as directed from time to time by Ofcom as providing a vital service relating to the safety of life in emergencies;~~

~~“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. A Network Termination Point provided at a fixed position on Served Premises shall be within an item of Network Termination and Testing Apparatus;~~

~~“Network Termination and Testing Apparatus” means an item of Apparatus comprised in an Electronic Communications Network installed in a fixed position on Served 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; and~~
- ~~(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; or~~
- ~~(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);~~

~~“Non-geographic Number” means a Telephone Number from a range of numbers in the National Telephone Numbering Plan designated for assignment to End-Users, the digit structure of which contains no geographic significance for routing calls;~~

~~“Ofcom” means the Office of Communications as established under section 1 of the Office of Communications Act 2002;~~

~~“Publicly Available Telephone Service” means a service made available to the public for originating and receiving, directly or indirectly, national or national and international calls through a number or numbers in a national or international telephone numbering plan;~~

~~“Public Communications Network” means an Electronic Communications Network used wholly or mainly for the provision of Public Electronic Communications Services which support the transfer of information between Network Termination Points;~~

~~“Public Pay Telephone” means a telephone available to the general public, for the use of which the means of payment may include coins and/or credit/debit cards and/or pre-payment cards, including cards for use with dialling codes;~~

~~“Relevant Data Protection Legislation”⁴ means the Data Protection Act 1998⁵ and the Privacy and Electronic Communications (EC Directive) Regulations 2003;⁶~~

~~“Served Premises” means a single set of premises in single occupation where Apparatus has been installed for the purpose of the provision of Electronic Communications Services by means of an Electronic Communications Network at those premises;~~

~~“Subscriber” means any person who is party to a contract with a provider of Public Electronic Communications Services for the supply of such services;~~

~~“Telephone Number” means, subject to any order of the Secretary of State pursuant to section 56(7) of the Act, any number, including data of any description, that is used (whether or not in connection with telephony) for any one or more of the purposes listed in section 56(5) of the Act.~~

The definitions set out at the end of this Schedule have effect except in so far as the context otherwise requires.

For the purpose of interpreting the Conditions in this Schedule:

- a) except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in the Schedule and otherwise any word or expression shall have the same meaning as it has in the Act;
- b) headings and titles shall be disregarded;
- c) expressions cognate with those referred to in this Schedule shall be construed accordingly; and
- d) the Interpretation Act 1978 shall apply as if each of the Conditions in this Schedule were an Act of Parliament.

Part A: Network functioning conditions

A1 General network access and interconnection obligations

~~1. GENERAL NETWORK ACCESS AND INTERCONNECTION OBLIGATIONS~~

This condition requires all providers of public electronic communications networks to negotiate interconnection agreements with other network providers on request and requires all communications providers to respect the confidentiality of information obtained in connection with network access negotiations.

Scope

A1.1 The provisions of this Condition apply as follows:

- (a) Condition A1.2 applies to any person who provides a Public Electronic Communications Network; and
 - (b) Condition A1.3 applies to any Communications Provider,
- and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.

Obligation to ~~N~~egotiate ~~I~~nterconnection

A1.12 ~~The Communications~~ **Any Regulated** Provider shall, to the extent requested by **any other** ~~another Communications Provider~~ **provider of a Public Electronic Communications Network** in any part of the European ~~Community~~ **Union**, negotiate with that ~~Communications Provider~~ **provider** with a view to concluding an agreement **for Interconnection** (or an amendment to an existing agreement) for Interconnection) within a reasonable period.

Information ~~O~~btained ~~D~~during ~~N~~egotiations for ~~N~~etwork ~~A~~ccess

A1.23 Where the ~~Communications~~ **Regulated** Provider acquires information from another Communications Provider **in confidence** before, during or after the process of negotiating Network Access and ~~where such information is acquired in confidence, in connection with and solely for the purpose of such negotiations or arrangements, the Communications~~ **Regulated** Provider shall use that information solely for the purpose for which it was supplied and respect at all times the confidentiality of information transmitted or stored. Such information shall not be passed on to any other party (in particular other departments, subsidiaries or partners) for whom such information could provide a competitive advantage.

~~1.3 Paragraph 1.2 above does not apply to the passing of information to Ofcom, where Ofcom requires that information in order to carry out its functions.~~

~~1.4 For the purposes of this Condition, "Communications Provider" means:~~

- ~~(a) in paragraph 1.1, a person who provides a Public Electronic Communications Network,~~
- ~~(b) otherwise, a person who provides an Electronic Communications Network or provides an Electronic Communications Service.~~

A2 Standards and specifications

~~2. STANDARDISATION AND SPECIFIED INTERFACES~~

This condition ensures that all communications providers adopt common technical standards by requiring them to comply with any compulsory EU standards and specifications and take account of other European and international standards and specifications.

Scope

A2.1 This Condition applies to all Communications Providers.

European standards and specifications

A2.12 ~~The Communications Providers shall~~ **must** comply with any **relevant** compulsory standards and/or specifications ~~as are~~ listed in the Official Journal of the European Communities **Union** for the provision of services, technical interfaces and/or network functions pursuant to Article 17 of the Framework Directive.

A2.3 ~~Where no compulsory standards or specifications have been so published~~ **In addition,** the Communications Providers ~~s~~ shall take full account of:

- (a)** any relevant ~~voluntary~~ **non-compulsory** standards and/or specifications ~~so~~ published **in the Official Journal of the European Union;** and
- (b)** in the absence of such standards and/or specifications referred to in **Condition** A2.3(a), any relevant standards and/or specifications adopted by the ~~European Standards Organisations~~ **European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC) and the European Telecommunications Standards Institute (ETSI).**

International standards and specifications

A2.24 In the absence of such standards and/or specifications referred to in paragraph ~~Conditions 2.1~~ **A2.2 and A2.3** above, the Communications Providers ~~s~~ shall take full account of international standards or recommendations adopted by the International Telecommunication Union (ITU), the European Conference of Postal and Telecommunications Administrations (CEPT), the International Organisation for Standardisation (ISO) and the International Electrotechnical Committee (IEC).

~~2.3~~ In the absence of such standards and/or specifications referred to in paragraphs 2.1 and 2.2 above, the Communications Provider shall take full account of any other standard specified by Ofcom in a direction under this Condition for the purposes of service interoperability and interconnection, provided that Ofcom shall not make such a direction if an appropriate European or other international standard is expected to be promulgated within a reasonable time.

- 2.4 ~~Ofcom may from time to time issue a direction under this Condition requiring a specified Network Interconnection Interface to be compliant with a specified standard. Any such direction shall be to ensure End to End Connectivity and interoperability, and shall only require compliance with a relevant standard in existence as referred to in paragraphs 2.1 to 2.3 above.~~
- 2.5 ~~Subject to paragraph 2.6 below, the Communications Provider shall ensure that:~~
- ~~(a) any Network Interconnection Interface provided by it which is specified in any direction under paragraph 2.4 above is compliant with the specified standard in that direction, and~~
 - ~~(b) the relevant Network Interconnection Interface is available, upon reasonable request, to other providers of Public Electronic Communications Networks.~~
- 2.6 ~~The Communications Provider shall not be required to comply with paragraph 2.5 above where:~~
- ~~(a) any other provider of a Public Electronic Communications Network seeking Interconnection with the Communication Provider's Network at the relevant Network Interconnection Point does not require it to do so; or~~
 - ~~(b) to do so would require the Communications Provider to incur any cost, or resolve any technical difficulty, disproportionate to the benefits to be gained from implementing the specified standard, provided that the Communications Provider takes reasonable steps to incorporate the specified standard in its plans for network development.~~
- 2.7 ~~For the purposes of this Condition,~~
- ~~(a) "Communications Provider" means a person who provides an Electronic Communications Network or provides an Electronic Communications Service;~~
 - ~~(b) "End to End Connectivity" means the facility—~~
 - ~~(i) for different End Users of the same Electronic Communications Network or Electronic Communications Service to be able to communicate with each other; and~~
 - ~~(ii) for the End Users of different such networks or services to be able, each using the network or service of which he is the End User, to communicate with each other;~~
 - ~~(c) "European Standards Organisations" means the European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI);~~
 - ~~(d) "Network Interconnection Interface" means the Technical Characteristics of each interface at any Network Interconnection Point;~~

- ~~(e) "Network Interconnection Point" means the physical location at which Interconnection between different Public Electronic Communications Networks takes place;~~
- ~~(f) "Technical Characteristics" means the physical, electrical and other relevant characteristics and the network interworking and service management protocols.~~

A3 Availability of services and access to emergency services

~~3. PROPER AND EFFECTIVE FUNCTIONING OF THE NETWORK~~

This condition aims to ensure the fullest possible availability of public communications services at all times, including in the event of a disaster or catastrophic network failure, and uninterrupted access to emergency organisations. It requires providers of call services to ensure that calls can be made to emergency organisations free of charge and to make caller location information available to emergency organisations where technically feasible. It also includes specific rules relating to providers of VoIP outbound call services which aim to ensure that users of those services are aware of any potential limitations on making calls to emergency organisations and that accurate and up-to-date caller location information can be provided to the emergency organisations where possible.

Scope

A3.1 The provisions of this Condition apply as follows:

- (a) Conditions A3.2 applies to any person who provides a Publicly Available Telephone Service and/or a Public Electronic Communications Network over which a Publicly Available Telephone Service is provided;
- (b) Conditions A3.3 and A3.6(c) apply to any provider of a VoIP Outbound Call Service; and
- (c) Conditions A3.4, A3.5 and A3.6(a) and (b) apply to any Communications Provider who provides End-Users with an Electronic Communications Service, or provides access to such a service by means of a Pay Telephone, for originating calls to a number or numbers in the National Telephone Numbering Plan, excluding any Click to Call Service,

and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.

Availability of services, including access to emergency services¹

A3.12 ~~The Communications~~ **Regulated** Providers ~~shall~~ **must** take all necessary measures to maintain, to the greatest extent possible ~~ensure~~:

- ~~(a) the proper and effective functioning of the Public Communications Network provided by it at all times, and~~
- ~~(b) in the event of catastrophic network breakdown or in cases of force majeure the fullest possible availability of the Public~~ **Electronic** Communications Network and

¹ See also "Ofcom's Guidance on security requirements in sections 105A to D of the Communications Act 2003", which is available at https://www.ofcom.org.uk/_data/assets/pdf_file/0021/51474/ofcom-guidance.pdf

Publicly Available Telephone Services provided by it **them in the event of catastrophic network breakdown or in cases of force majeure;** and

(**e**) uninterrupted access to Emergency Organisations as part of any Publicly Available Telephone Services offered.

A3.3 Regulated Providers must inform their Domestic and Small Business Customers in plain English and in an easily accessible manner that access to Emergency Organisations using VoIP Outbound Call Services may cease if there is a power cut or power failure, or a failure of the internet connection on which the service relies. This information must be provided during the sales process, within the terms and conditions of use, and in any user guide issued by the Regulated Provider.

~~A3.2 The Communications Provider shall ensure that any restrictions imposed by it on access to and use of a Public Communications Network provided by it on the grounds of ensuring compliance with paragraph 3.1 above are proportionate, non-discriminatory and based on objective criteria identified in advance.~~

~~A3.4 For the purposes of this Condition, "Communications Provider" means a person who provides Publicly Available Telephone Services and/or provides a Public Communications Network over which a Publicly Available Telephone Service is provided.~~

~~4. EMERGENCY CALL NUMBERS~~

Emergency call numbers ("112" and "999")²

A3.4.1 ~~The Communications~~ **Regulated Providers** shall **must** ensure that any **all** End-Users can access Emergency Organisations by using the emergency call numbers "112" and "999" at no charge and, in the case of a Pay Telephone, without having to use coins or cards. **In the case of Regulated Providers providing Mobile Communications Services, this obligation also applies to access by all End-Users to Emergency Organisations by using eCalls.**

Caller location information

A3.5.4.2 ~~The Communications~~ **Regulated Providers** shall, to the extent technically feasible, make accurate and reliable Caller Location Information available for all calls to the emergency call numbers "112" and "999", at no charge to the Emergency Organisations handling those calls, at the time the call is answered by those organisations.

² See also Conditions C5.8 and C5.9 ("Relay service") and Condition C5.10 ("Mobile SMS access to emergency organisations"), which aim to ensure that people with hearing or speech impairments can contact "112" and "999" by sending a text message, or by dialling "18000" from terminal equipment which is compatible with text relay (including textphones, Braille readers, personal computers and mobile telephones).

A3.64.3 ~~Where a Communications Provider provides an Electronic Communications Service~~ In order to make accurate and reliable **Caller** ~~Calling~~ Location Information available to the Emergency Organisations handling the calls to “112” and “999”, a Regulated Provider must comply with the following requirements:

- (a) **where it provides an Electronic Communications Service** at a fixed location, the Caller Location Information must, at least, accurately reflect the fixed location of the End-User’s terminal equipment including the full postal address; ~~and~~
- (b) **where it provides a Mobile Communications Service** ~~using a Mobile Network~~, the Caller Location Information must include, at least, the Cell Identification of the cell from which the call is being made, **and, where available, an indication of the radius of coverage of the cell**, ~~or in~~. **In exceptional circumstances, where the Cell Identification is temporarily unavailable for technical reasons, the Caller Location Information must include the Zone Code-; and**
- (c) **where it provides a VoIP Outbound Call Service:**
 - (i) **it must, where its VoIP Outbound Call Service is to be used principally at a single fixed location, recommend its Domestic and Small Business Customers to register with it the address of the place where the VoIP Outbound Call Service is to be used prior to its activation and update that address information if there is any change; and**
 - (ii) **where it has a reasonable expectation that, or has been informed that, its VoIP Outbound Call Service is to be accessed from multiple locations, it must recommend that its Domestic and Small Business Customers register and update the location information associated with it, whenever accessing the VoIP Outbound Call Service from a new location.**

~~4.4~~ ~~For the purposes of this Condition,~~

- ~~(a) “Caller Location Information” means any data or information processed in an Electronic Communications Network indicating the geographic position of the terminal equipment of a person initiating a call;~~
- ~~(b) “Cell Identification” means the geographic coordinates of the cell which is hosting the call, and where available, an indication of the radius of coverage of the cell;~~
- ~~(c) “Click to Call Service” means a service which may be selected on a web-site or other application by an End-User and which connects the End-User only to a number or a limited set of numbers pre-selected by the Communications Provider or an End-User;~~
- ~~(d) “Communications Provider” means a person who provides End-Users with an Electronic Communications Service, or provides access to such a service by means of a Pay Telephone, for originating calls to a number or numbers in the National Telephone Numbering Plan but shall exclude any Click to Call Service;~~

- (e) ~~“Mobile Network” means either the GSM (Global System for Mobile communications as defined by the European Telecommunications Standards Institute) or UMTS (Universal Mobile Telecommunications System as defined by the European Telecommunications Standards Institute) networks or any other standard for mobile communications that is, or may be, adopted in the UK;~~
- (f) ~~“Pay Telephone” means a telephone for the use of which the means of payment may include coins and/or credit/debit cards and/or pre-payment cards, including cards for use with dialling codes. For the avoidance of any doubt, references to a Pay Telephone include references to a Public Pay Telephone⁴⁰;~~
- (g) ~~“Zone Code” means a code which identifies the geographic region in which the call was originated.~~

A4 Emergency planning

~~5. EMERGENCY PLANNING~~

This condition requires all communications providers who provide publicly available telephone services or a public telephone network over which these services are provided, to agree arrangements with emergency organisations and other public authorities to ensure the provision or rapid restoration of networks and services in the event of a disaster.

Scope

A4.1 This Condition applies to any Communications Provider who provides a Publicly Available Telephone Service and/or a Public Electronic Communications Network over which a Publicly Available Telephone Service is provided, each of whom is a 'Regulated Provider' for the purposes of this Condition.

Provision or restoration of services

~~A4.2~~**A4.1** Subject to paragraph ~~Condition 5.3~~**A4.4**, the Communications **Regulated** Providers shall, on the request of and in consultation with:

- (a) the authorities responsible for Emergency Organisations; and
- (b) such departments of central and local government as Ofcom may from time to time direct for the purposes of this Condition,

make arrangements for the provision or rapid restoration of such communications services as are practicable and may reasonably be required in disasters **(including in any major incident having a significant effect on the general public and in any incident of contamination involving radioactive substances or other toxic materials).**

~~A4.3~~**A4.2** Subject to paragraph ~~Condition 5.3~~**A4.4**, the Communications **Regulated** Providers shall, on request by any person as is designated for the purpose in any such arrangements, implement those arrangements in so far as is reasonable and practicable to do so.

~~A4.4~~**A4.3** Nothing in this Condition precludes the Communications **Regulated** Providers from:

- (a) recovering the costs incurred in making or implementing any such arrangements; or
- (b) making the implementation of any such arrangements conditional upon being indemnified by the person for whom the arrangements are to be implemented for all costs incurred as a consequence of the implementation.

~~5.4~~ For the purposes of this Condition:

- ~~(a) "Communications Provider" means a person who provides a Public Communications Network and/or provides Publicly Available Telephone Services; and~~
- ~~(b) "Disaster" includes any major incident having a significant effect on the general public; and for this purpose a major incident includes any incident of contamination involving radioactive substances or other toxic materials.~~

6. PUBLIC PAY TELEPHONES

6.1 ~~————~~ The Communications Provider shall ensure that any End-User can access:

~~(a) operator assistance services; and~~

~~(b) a Directory Enquiry Facility;~~

~~from the Public Pay Telephone, except where:~~

~~(i) the Public Pay Telephone in question is not a Public Call Box; and~~

~~(ii) such services or facilities have been rendered inaccessible by the Communications Provider for the purposes of debt management.~~

6.2 ~~————~~ The Communications Provider shall display and take all reasonable steps to keep displayed prominently on or around the Public Pay Telephone a notice specifying:

~~(a) the minimum charge payable for connection of a call;~~

~~(b) the means by which the charge may be paid;~~

~~(c) the location of the Public Pay Telephone sufficient to enable it to be located as swiftly as possible by the Emergency Organisations;~~

~~(d) that calls to Emergency Organisations using the numbers “112” and “999” may be made from the Public Pay Telephone free of charge and without having to use coins or cards; and~~

~~(e) whether or not the Public Pay Telephone is available to receive a call, and if so, the Telephone Number of the Public Pay Telephone.~~

6.3 ~~————~~ Where the Communications Provider provides Public Call Boxes, the Communications Provider shall also:

~~(a) ensure that:~~

~~(i) where it provides Public Call Boxes anywhere in the United Kingdom except the Hull Area, at least 75% of those Public Call Boxes are accessible by reasonable means to End-Users in wheelchairs;~~

~~(ii) where it provides Public Call Boxes in the Hull Area, at least 50% of those Public Call Boxes are accessible by reasonable means to End-Users in wheelchairs; and~~

~~(iii) at least 70% of its Public Call Boxes incorporate additional receiving amplification;~~

~~(b) consult Ofcom from time to time on all future material changes to the design of its Public Call Boxes where the interests of disabled persons are likely to be affected to ensure that the needs and interests of disabled persons are fully taken into account in the development and provision of such telephones;~~

~~(c) consult Ofcom from time to time and in any event as Ofcom may request to ensure adequate provision, in terms of numbers and locations, of its Public Call Boxes~~

incorporating textphone facilities. Where Ofcom is satisfied, following due investigation and discussions with the Communications Provider, that such provision is inadequate, he may direct a Communications Provider to provide Public Call Box textphone facilities as he deems appropriate in terms of numbers and location; and

- ~~(d) only be entitled to cease to provide or to cease to secure the provision of Publicly Available Telephone Services to and from a Public Call Box if it has installed prominently on or around that Public Call Box (and has taken all reasonable steps to keep so displayed for the period mentioned below) a notice specifying:~~
 - ~~(i) that the Communications Provider is proposing that such services shall cease to be provided at such Public Call Box on the expiration of the period set out in the notice (being not being less than 42 days, commencing with the day on which the notice is first displayed), and~~
 - ~~(ii) the name and address of the Communications Provider, and such period has expired.~~

6.4 ~~For the purposes of this Condition,~~

- ~~(a) "Communications Provider" means a person who provides a Public Pay Telephone;~~
- ~~(b) "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 Communications (Hull) plc;~~
- ~~(c) "Public Call Box" means a Public Pay Telephone which is permanently installed on public land and to which the public has access at all times.~~

A5 Must-carry obligations

~~7. MUST CARRY OBLIGATIONS~~

This condition provides Ofcom with a power to direct that broadcasting network providers must carry certain public service broadcasting (PSB) television channels. This list of PSB channels is set out in the Communications Act 2003 and is subject to revision by order of the Secretary of State.

Scope

A5.1 This Condition applies to any person who provides an Appropriate Network, each of whom is a 'Regulated Provider' for the purposes of this Condition.

Must carry obligations

A5.27.1 ~~The Communications~~ **Regulated** Providers shall, on a direction of Ofcom made from time to time for the purposes of this Condition, broadcast or otherwise transmit any service specified in that direction which is also set out in section 64(3) of the Act as modified from time to time by the Secretary of State pursuant to section 64 of the Act.

A5.37.2 ~~The Communications~~ **Regulated** Providers shall comply with any order made by the Secretary of State from time to time under section 64(11) of the Act with respect to the terms on which such services must be broadcast or otherwise transmitted.

~~A7.3~~ In this Condition,

~~(a) "Appropriate Network" shall have the meaning ascribed to it by section 272(7) of the Act; and~~

~~(b) "Communications Provider" means a person who provides an Appropriate Network.~~

Part B: Numbering and technical conditions

B1 Allocation, adoption and use of telephone numbers

~~17. ALLOCATION, ADOPTION AND USE OF TELEPHONE NUMBERS~~

This condition sets out the terms under which communications providers may apply for, be allocated and adopt telephone numbers so as to ensure their effective and efficient use.

Scope

B1.1 This Condition applies to all Communications Providers.

General Prohibitions on Adoption and Use

- B1.2**~~17.1~~ A Communications Provider shall not Adopt Telephone Numbers from Part A of the National Telephone Numbering Plan³ unless:
- (a) the Telephone Numbers have been Allocated to the Communications Provider; or
 - (b) the Communications Provider has been authorised (either directly or indirectly) to Adopt those Telephone Numbers by the person Allocated those Telephone Numbers.
- B1.3**~~17.2~~ The Communications Provider may only use a Telephone Number from Part A of the National Telephone Numbering Plan where that Telephone Number has been Allocated to a person, unless the use in question is for the purposes of indicating that the Telephone Number has not been Allocated.
- B1.4**~~17.3~~ The Communications Provider may only use (or, where specified, Adopt) a Telephone Number listed in Part C of the National Telephone Numbering Plan where such use or Adoption is in accordance with the designation attributed to that Telephone Number therein.

Requirements in Connection with the Adoption of Telephone Numbers

- B1.5**~~17.4~~ In providing an Electronic Communications Network or an Electronic Communications Service, the Communications Provider shall comply with:
- (a) all applicable restrictions and requirements as are set out in the National Telephone Numbering Plan; and

³ See the National Telephone Numbering Plan, which is available at https://www.ofcom.org.uk/_data/assets/pdf_file/0013/102613/national-numbering-plan-june-2017.pdf

- (b) any restrictions or requirements set out in a notification issued by Ofcom to that Communications Provider recording the Allocation of specific Telephone Numbers to it.

B1.6~~17.5~~ Where Telephone Numbers have been Allocated to the Communications Provider, that provider shall secure that such Telephone Numbers are Adopted or otherwise used effectively and efficiently.

B1.7~~17.6~~ The Communications Provider shall not unduly discriminate against another Communications Provider in relation to its Adoption or use of Telephone Numbers for purposes connected with the use by that other Communications Provider, or its Customers, of any Electronic Communications Network or Electronic Communications Service.

B1.8~~17.7~~ The Communications Provider shall take all reasonably practicable steps to secure that its Customers, in using Telephone Numbers, comply (where applicable) with the provisions of this Condition, the provisions of the National Telephone Numbering Plan and the Non-provider Numbering Condition.⁴

Requirements in ~~C~~onnection with the transfer of use of ~~A~~llocated ~~T~~elephone ~~N~~umbers

- B1.9**~~17.8~~ The Communications Provider shall not transfer use of Telephone Numbers from the National Telephone Numbering Plan unless:
- (a) the Telephone Numbers have been Allocated to the Communications Provider; or the Communications Provider has been authorised (either directly or indirectly) to Adopt those Telephone Numbers by the person Allocated those Telephone Numbers;
 - (b) the telephone numbers are used in accordance with the National Telephone Numbering Plan; and
 - (c) the Telephone Numbers are Adopted or otherwise used effectively and efficiently.

Application for ~~A~~llocation or ~~R~~eservation of ~~T~~elephone ~~N~~umbers

- B1.10**~~17.9~~ When applying for an Allocation or reservation of Telephone Numbers, the Communications Provider shall:
- (a) use **Ofcom's online number management system or, if that system is unavailable, an appropriate the application form as directed by Ofcom from made available on the Ofcom website from** time to time as it thinks fit;
 - (b) provide such information as is required by such **system or** application form; and

⁴ See condition made on 12 December 2013, which is available at https://www.ofcom.org.uk/_data/assets/pdf_file/0027/57753/annexes.pdf

- (c) provide to Ofcom, on request, any other information considered by Ofcom to be relevant to the application, and the supply of which does not place an undue burden on the Communications Provider.

B1.11~~17.10~~ Ofcom will determine, taking into account the provisions of the National Telephone Numbering Plan, any application for Telephone Numbers by the end of the period of three weeks after the date of the receipt by it of the completed application form. Where Ofcom has required any additional information under ~~paragraph~~ **Condition** ~~17.9~~**B1.10**(c) in relation to any application, Ofcom will determine the application by the end of the period of three weeks after the date of the receipt by it of that additional information.

Allocation of Telephone Numbers for a limited period

~~17.11~~ — Ofcom may Allocate Telephone Numbers to the Communications Provider for a limited period only if the duration is appropriate for the service concerned in view of the objective pursued and taking due account of the need to allow for an appropriate period for investment amortisation.

~~17.12~~ — Where Telephone Numbers are Allocated to the Communications Provider by Ofcom for a limited period of time, Ofcom may withdraw any such Allocated numbers at the end of the set period.

Charging for Specified Geographic Numbers

B1.12~~17.13~~ The Communications Provider shall pay to Ofcom any applicable Annual Number Charge within 14 days of receipt of an invoice from Ofcom.

B1.13~~17.14~~ The Annual Number Charge will be billed annually in arrears following the end of each Charging Year.

B1.14~~17.15~~ The Annual Number Charge for a Communications Provider shall be:

- (a) the charges applicable to that Communications Provider calculated in accordance with ~~paragraph~~ **Condition** ~~17.16~~**B1.15**; less
- (b) any reduction applicable to that Communications Provider calculated in accordance with ~~paragraph~~ **Condition** ~~17.17~~**B1.16**.

B1.15~~17.16~~ In respect of each Specified Geographic Number the Communications Provider must pay £0.1/365 for every day within the Charging Year for which that Specified Geographic Number is Allocated to it. Such amounts are payable irrespective of whether or not a Specified Geographic Number has been Adopted or is in use.

B1.16~~17.17~~ If relevant, the amount of any reduction for a Communications Provider in respect of a Charging Year shall be:

- (a) (the total number of the Communications Provider's Ported **Specified Geographic Numbers**) x £0.1 ÷ (the Average Industry Utilisation Rate); plus

- (b) (the total number of the Communications Provider's WLR **Specified Geographic Numbers**) x £0.1 ÷ (the BT Average Utilisation Rate); plus
- (c) (the total number of the Communications Provider's Public Payphone **Specified Geographic Numbers**) x £0.1 ÷ (the Communications Provider Average Utilisation Rate).

B1.17~~17.18~~ If any reduction calculated pursuant to paragraph **Condition**~~17.17~~**B1.16** exceeds the charges applicable to that Communications Provider calculated in accordance with paragraph **Condition**~~17.16~~**B1.15**, the Annual Number Charge shall be zero.

Withdrawal of a Number Allocation

B1.18~~17.19~~ It is hereby declared that Ofcom may withdraw an Allocation of Telephone Numbers from a Communications Provider where:

- (a) the Communications Provider has not Adopted those Telephone Numbers within six months, or such other period as Ofcom may from time to time direct, from the date on which the Telephone Numbers were Allocated, ~~or~~;
- (b) in relation to an Allocation of a series of Telephone Numbers, the Communications Provider has not Adopted those Telephone Numbers to any significant extent within six months, or such other period as Ofcom may from time to time direct, from the date on which the series of Telephone Numbers was Allocated; **or**
- (c) the Communications Provider is unable to demonstrate to Ofcom's reasonable satisfaction either:**
 - (i) that those Telephone Numbers are assigned to a Subscriber (or Subscribers);**
or
 - (ii) if those Telephone Numbers are not so assigned, that they were so assigned within the preceding twelve months, and**

the withdrawal is made for the purpose of securing that what appears to Ofcom to be the best and most efficient use is made of the numbers and other data that are appropriate for use as Telephone Numbers.

Requirements in connection with the use of telephone numbers

~~17.20~~ — In preparation for the fulfilment of its obligations under paragraphs ~~17.22 to 17.32~~ from (and including) the Effective Date, the Communications Provider must take all steps it considers necessary and as Ofcom may direct prior to the Effective Date.~~53~~

~~17.21~~ — Before the Effective Date, where Customers of a Communications Provider are making calls to Non-Geographic Numbers starting 03,55-56 Harmonised numbers for harmonised services of social value (116XXX numbers),~~57~~ or Non-Geographic Numbers starting 087058, the Communications Provider shall comply with the designations for those numbers in Part A of the National Telephone Numbering Plan.~~59~~

B1.19~~17.22~~ When providing an Electronic Communications Service by means of an Unbundled Tariff Number ~~on or after the Effective Date~~, the Communications Provider must comply with the tariff principles set out in ~~paragraphs~~ **Conditions** ~~17.24 – 17.30~~ **B1.21 – B1.27** and any applicable maximum price specified in the National Telephone Numbering Plan.

B1.20~~17.23~~ Paragraph **Condition** ~~17.22~~ **B1.19** does not apply in respect of:—

- (a) calls to an Unbundled Tariff Number from a Public Pay Telephone; **and**
- (b) calls originating outside of the United Kingdom to an Unbundled Tariff Number.

B1.21~~17.24~~ The retail price for a call to an Unbundled Tariff Number which is charged to a Consumer is the sum of:—

- (a) the Access Charge Element; and
- (b) the Service Charge Element, subject to any special offers, discounts or call bundling arrangements which the Communications Provider offers to that Consumer.

B1.22~~17.25~~ The Access Charge must:—

- (a) not vary within a Consumer's tariff package by reference to:
 - (i) the Unbundled Tariff Number that is called; or
 - (ii) the time or day of the call; **and**
- (b) be set at a pence per minute rate.

B1.23~~17.26~~ The Service Charge:—

- (a) must not vary according to the Communications Provider that retails or originates the call;
- (b) must not vary by the time or day of the call;
- (c) must be no greater than any applicable maximum price specified in the National Telephone Numbering Plan;
- (d) may be set at a pence per minute, a pence per call rate, or a rate which combines a pence per minute rate and a pence per call rate; **and**
- (e) must not require another Communications Provider to have systems able to accommodate more Price Points than are required under ~~paragraph~~ **Condition** ~~17.31~~ **B1.28**, unless that Communications Provider agrees otherwise.

B1.24~~17.27~~ For the purpose of calculating an Access Charge Element, the Communications Provider:

- (a) may round up the length of the call to 1 minute for a call lasting less than 1 minute; and
- (b) for a call lasting more than 1 minute but less than a whole number of minutes, must treat that call in accordance with the rounding principles it would apply to a geographic call of an equivalent length for the purpose of billing a Consumer.

B1.25~~17.28~~ For the purpose of calculating the Service Charge Element where the Service Charge comprises or includes a pence per minute rate, the Communications Provider must round up the length of the call to the next nearest whole second for a call lasting less than a whole number of seconds (so that, for example, a call lasting 3 minutes 14.5 seconds would be charged in respect of the Service Charge Element, at the applicable Service Charge multiplied by 3.25).

B1.26~~17.29~~ paragraph **Condition** ~~17.30~~ **B1.27** applies if both the following conditions in respect of a call to an Unbundled Tariff Number are satisfied: —

- (a) the Consumer has purchased a bundle of inclusive call minutes or inclusive calls from the Communications Provider, which includes call minutes (or calls) to one or more Unbundled Tariff Numbers; and
- (b) the call is to an Unbundled Tariff Number which counts towards remaining minutes (or calls) in the bundle of inclusive minutes (or calls) purchased by the Consumer.

B1.27~~17.30~~ Where this paragraph **Condition** applies, the Access Charge Element shall be deemed to be zero.

B1.28~~17.31~~ For the purpose of calculating and billing the Service Charge Element of the retail price for calls to Unbundled Tariff Numbers ~~on or after the Effective Date~~, the Communications Provider must ensure that:

- ~~(a) with effect for the period of 12 months beginning on the Effective Date, it has systems able to accommodate up to eighty (80) different Price Points; and~~
- ~~(b) with effect from the expiry of the period referred to in paragraph 17.31(a), it has systems able to accommodate up to one hundred (100) different Price Points.~~

B1.29~~17.32~~ In relation to the obligations under paragraph **Condition** ~~17.31~~ **B1.28**, the Price Points accommodated by the systems of the Communications Provider must:

- (a) reflect on a fair and reasonable basis the rates proposed to the Communications Provider by other providers in respect of their Service Charges, taking account of the volume and range of such proposals; and
- (b) be set in increments of no less than £0.01.

~~17.33 — For the purposes of this Condition:~~

- ~~(a) “Access Charge” means a rate set by a Communications Provider in accordance with paragraph 17.25 in respect of the retail and origination of a call to an Unbundled Tariff Number and its conveyance up to and including the Assumed Handover Point for the purpose of calculating the amount payable by a Consumer for making such a call;~~
- ~~(b) “Access Charge Element” means, in respect of a call to an Unbundled Tariff Number retailed to a Consumer:~~

- ~~(i) the amount produced by multiplying the Access Charge applicable to that Consumer by the length of the call, in accordance with paragraph 17.27; or~~
- ~~(ii) where paragraph 17.30 applies, zero.~~
- ~~(c) "Affiliated Company" means any subsidiary or holding company of the Communications Provider, or any subsidiary of a holding company of the Communications Provider, all as defined in section 1159 of the Companies Act 2006;~~
- ~~(d) "Annual Number Charge" is a charge invoiced by Ofcom to a Communications Provider in respect of a Charging Year and is calculated in accordance with paragraph 17.15;~~
- ~~(e) "Assumed Handover Point" means the point of interconnection nearest to the origination of a call to an Unbundled Tariff Number at which the call may be handed over to the Electronic Communications Network of another Communications Provider for conveyance. For these purposes, where the call is routed via a Transit Network, the Assumed Handover Point is deemed to be the nearest point of ingress from the Electronic Communications Network on which the call originates to that Transit Network;~~
- ~~(f) "Average Industry Utilisation Rate" means the weighted average utilisation rate of Specified Geographic Numbers for the industry as calculated by Ofcom and notified to Communications Providers prior to the first Charging Year;~~
- ~~(g) "BT" means BT Group plc;~~
- ~~(h) "BT Average Utilisation Rate" means the average utilisation rate of Specified Geographic Numbers Allocated to BT as calculated by Ofcom and notified to BT prior to the first Charging Year;~~
- ~~(i) "Charging Year" means the 12 month period beginning on 1 April and ending on 31 March (excluding 29 February in any leap year), and the first Charging Year shall be 1 April 2013 to 31 March 2014;~~
- ~~(j) "Communications Provider" means a person who provides an Electronic Communications Network or an Electronic Communications Service;~~
- ~~(k) "Communications Provider Average Utilisation Rate" means the average utilisation rate of Specified Geographic Numbers Allocated to the relevant Communications Provider as calculated by Ofcom and notified to the Communications Provider prior to the first Charging Year;~~
- ~~(l) "Consumer" means any natural person who uses or requests a Public Electronic Communications Service for purposes which are outside his or her trade, business or profession;~~
- ~~(m) "Effective Date" means 1 July 2015;~~

- ~~(n) "Geographic Area Code" has the meaning given to it in the National Telephone Numbering Plan;~~
- ~~(o) "Geographic Number" has the meaning given to it in the National Telephone Numbering Plan;~~
- ~~(p) "Non-Geographic Number" has the meaning given to it in the National Telephone Numbering Plan;~~
- ~~(q) "Non-provider Numbering Condition" means the condition that applies to persons other than communications providers relating to the use of Unbundled Tariff Numbers and made on 12 December 2013 under section 59 of the Act;~~
- ~~(r) "Ported Number" means a Specified Geographic Number Allocated to the Communications Provider which Ofcom is satisfied (pursuant to information received from the Communications Provider by 1 December of the Charging Year (or such other date as Ofcom notifies prior to the start of the Charging Year)) was on a particular day (as specified by the Communications Provider) between 1 September and 31 October of the Charging Year (or such other time period as Ofcom notifies prior to the start of the Charging Year) subject to an arrangement under which that Communications Provider had ported, in accordance with GC 18, that Specified Geographic Number to a person who was not an Affiliated Company;~~
- ~~(s) "Price Point" means a rate which may be set as a Service Charge and is used for calculating or billing the Service Charge Element of the retail price for a call to an Unbundled Tariff Number which is charged to a Consumer;~~
- ~~(t) "Public Payphone Number" means a Specified Geographic Number Allocated to the Communications Provider which Ofcom is satisfied (pursuant to information received from the Communications Provider by 1 December of the Charging Year (or such other date as Ofcom notifies prior to the start of the Charging Year)) was on a particular day (as specified by the Communications Provider) between 1 September and 31 October of the Charging Year (or such other time period as Ofcom notifies prior to the start of the Charging Year) in use in respect of a Public Pay Telephone service provided under a Universal Service Obligation;~~
- ~~(u) "Service Charge" means the rate set by a Communications Provider in accordance with paragraph 17.26 in respect of the conveyance of a call to an Unbundled Tariff Number from the Assumed Handover Point to the point of termination and the enabling of a Consumer to use an Unbundled Tariff Number to access any service provided by means of that number;~~
- ~~(v) "Service Charge Element" means, in respect of a call to an Unbundled Tariff Number retailed to a Consumer—~~
 - ~~(i) the amount produced by multiplying the Service Charge for that Unbundled Tariff Number by the length of the call in accordance with paragraph 17.28, where the Service Charge is charged at a pence per minute rate;~~

- ~~(ii) an amount equal to the Service Charge for that Unbundled Tariff Number, where the Service Charge is charged at a pence per call rate;~~
- ~~(iii) an amount equal to sum of the amounts calculated under paragraphs (i) and (ii) of this definition, where the Service Charge is charged at a rate which combines a pence per minute rate and a pence per call rate;~~
- ~~(w) "Specified Geographic Number" means a Geographic Number (identified by the Geographic Area Code) set out in the Annex;~~
- ~~(x) "Transit Network" means the Electronic Communications Network of a Communications Provider used to convey a call from the Electronic Communications Network of another Communications Provider to the Electronic Communications Network of a third Communications Provider;~~
- ~~(y) "Unbundled Tariff Number" means a Non-Geographic Number starting 084, 087, 090, 091, 098 or 118;~~
- ~~(z) "WLR" means Wholesale Line Rental, a regulated wholesale service sold by BT, which is used by the Communications Provider to provide retail customers with exchange lines and, in turn, access to other narrowband telephony services (for example, telephone calls, facsimile and dial-up internet access);~~
- ~~(za) "WLR Number" means a Specified Geographic Number Allocated to the Communications Provider which Ofcom is satisfied (pursuant to information received from the Communications Provider by 1 December of the Charging Year (or such other date as Ofcom notifies prior to the start of the Charging Year)) was on a particular day (as specified by the Communications Provider) between 1 September and 31 October of the Charging Year (or such other time period as Ofcom notifies prior to the start of the Charging Year) subject to an arrangement under which that Communications Provider was providing WLR to a person who was not an Affiliated Company.~~

Annex to Condition ~~B117~~

[See Condition B1.15]

Geographic Numbers which are Specified Geographic Numbers for the purposes of General Condition ~~B117~~

1. Specified Geographic Numbers identified by Geographic Area Code:	
Geographic Area Code	Area
01202	Bournemouth
01274	Bradford
01642	Middlesbrough
01273	Brighton
01224	Aberdeen
01793	Swindon
01908	Milton Keynes
01782	Stoke-on-Trent
01865	Oxford
01792	Swansea
01206	Colchester
01582	Luton
01604	Northampton
01603	Norwich
01223	Cambridge
01752	Plymouth
01332	Derby
01384	Dudley
01925	Warrington
01253	Blackpool
01382	Dundee
01482	Hull

01702	Southend-on-Sea
01902	Wolverhampton
01753	Sough
01483	Guildford
01452	Gloucester
01924	Wakefield
01276	Camberley
01772	Preston

~~In this Annex, any word or expression shall have the same meaning as it has in General Condition 17 or the National Telephone Numbering Plan.~~

B2 Directory Information

~~8. OPERATOR ASSISTANCE, DIRECTORIES AND DIRECTORY ENQUIRY FACILITIES~~

This condition requires all communications providers to whom telephone numbers are allocated to pass on the directory information of their subscribers to others persons so as to ensure that a comprehensive directory database can be compiled from which directory products and services can be provided. It also requires directories to be updated at least once a year and provided to subscribers on request.

Scope

B2.1 This Condition applies to all providers of Publicly Available Telephone Services which assign Telephone Numbers to Subscribers, each of whom is a 'Regulated Provider' for the purposes of this Condition.

Provision of directory information

B2.2 In order to facilitate the provision of publicly available Directories and Directory Enquiry Facilities, Regulated Providers must meet all reasonable requests to make Directory Information available on terms which are fair, objective, cost-oriented and non-discriminatory, and in a format which is agreed between the Regulated Provider and the person requesting the information.

~~8.1~~ The Communications Provider shall ensure that any End-User can access:

- ~~(a) operator assistance services; and~~
- ~~(b) a Directory Enquiry Facility containing Directory Information on all Subscribers in the United Kingdom who have been assigned Telephone Numbers by any Communications Provider, except those Subscribers who have exercised their right to have their Directory Information removed,~~

~~except where such services or facilities have been rendered inaccessible to a particular End-User by the Communications Provider at the End-User's request or for the purposes of debt management.~~

B2.3~~8.2~~ Where the Communications **Regulated** Providers assigns Telephone Numbers to Subscribers, it shall ensure that **must supply** each of those **their** Subscribers is, on request, supplied with a Directory **or Directories** containing Directory Information for all other Subscribers who have been assigned Telephone Numbers in the Subscriber's local area **by any Regulated Provider for any specified area in the United Kingdom.** Directories containing Directory Information for all other Subscribers outside the local area who have been assigned Telephone Numbers by any Communications Provider must be supplied to the Subscriber on request. Any Directories supplied shall not contain Directory Information for those **any** Subscribers who have exercised their right to have their Directory Information removed **excluded from Directories.**

B2.48.3 A Directory may be produced by the Communications Provider, or by another person. Where a Directory is produced by the Communications Provider, the Communications **Regulated** Providers **shall must** ensure that it is updated on a regular basis ~~(any Directories they produce are updated~~ at least once a year).

B2.5 Ofcom may from time to time direct that a Directory is available in a particular form.

Charges

B2.68.4 The Communications **Regulated** Providers **may charge:**

- (a) End-Users a reasonable fee for making **Directories** available a Directory Enquiry Facility **to them;** and local Directory and any additional Directories, and
- (b) ~~may charge its~~ **their** Subscribers a reasonable fee for **the** inclusion of **their** Directory Information in a Directory or ~~as part of a~~ Directory Enquiry Facility.

Any such fees (of either type) must be reasonable.

Data protection

B2.78.5 This Condition applies subject to the requirements of Relevant Data Protection Legislation.

8.6 ~~For the purposes of this Condition, "Communications Provider" means a person who provides Publicly Available Telephone Services (except Public Pay Telephones).~~

~~19. PROVISION OF DIRECTORY INFORMATION~~

19.1 ~~Where the Communications Provider has been Allocated Telephone Numbers in accordance with Condition 17, it shall meet all reasonable requests from any person to make available the Directory Information of:~~

- ~~(a) its Subscribers who have been assigned those Telephone Numbers; and~~
- ~~(b) any other End-User assigned a Telephone Number originally Allocated to the Communications Provider,~~

~~for the purposes of the provision of Directories and Directory Enquiry Facilities.~~

19.2 ~~Where the Communications Provider has been authorised (either directly or indirectly) to use Telephone Numbers Allocated to another person, it shall on request supply to:~~

- ~~(a) the person who was originally Allocated such Telephone Numbers; or~~
- ~~(b) if different from the above, the person who authorised the use of such Telephone Numbers by it,~~

~~the Directory Information of the Communications Provider's Subscribers and of any other End-User assigned a Telephone Number from such Telephone Numbers.~~

- 19.3 — Where the Communications Provider is requested to supply Directory Information in accordance with paragraphs 19.1 or 19.2, it shall do so on terms which are fair, cost-oriented and non-discriminatory, and in a format which is agreed between the Communications Provider and the person requesting the information. The Communications Provider shall comply with any direction made by Ofcom from time to time with respect to the format to be applied to the information.
- 19.4 — This Condition applies subject to the requirements of Relevant Data Protection Legislation.
- 19.5 — For the purposes of this Condition, “Communications Provider” means a person who provides an Electronic Communications Network or an Electronic Communications Service.

B3 Number portability

~~18. NUMBER PORTABILITY~~

This condition sets out the rules which communications providers must follow when customers request to take their landline and/or mobile number(s) with them when changing provider.

Scope

- B3.1** This Condition applies to any person who provides:
- (a) an Electronic Communications Network; or
 - (b) an Electronic Communications Service to a Subscriber with a number or numbers from the National Telephone Numbering Plan.
- B3.2** For the purposes of this Condition:
- (a) any such person referred to in Condition B3.1 is a 'Regulated Provider'; and
 - (b) any such Subscriber referred to in Condition B3.1(b) is a 'Relevant Subscriber'.

Number Portability

- B3.3**~~18.1~~ The **Regulated** Communications Provider shall provide Number Portability within the shortest possible time, including subsequent activation, on reasonable terms and conditions, including charges, to any of its **Relevant** Subscribers who so request.
- B3.4**~~18.2~~ In the case of Mobile Number Portability, where the request is for porting a total of fewer than 25 Mobile Numbers, the Donor Provider shall:
- (a) allow **Relevant** Subscribers to request a **Porting Authorisation Code ('PAC')** over the phone; and
 - (b) where a **Relevant** Subscriber contacts the Donor Provider by phone, provide the PAC immediately over the phone where possible or by SMS within two hours of the request or by another reasonable mechanism if requested by the **Relevant** Subscriber and consented to by the Donor Provider.
- B3.5**~~18.3~~ The **Regulated** Communications Provider shall ensure:
- (a) in the case of Mobile Number Portability, porting of these numbers and their subsequent activation shall be completed within one business day from the receipt by the Recipient Provider of the Subscriber Request to Port from its new Subscriber; **and**
 - (b) ~~in~~ in all other cases, porting of these numbers and their subsequent activation shall be completed within one business day once all necessary validation processes have been completed, the network connection is ready for use by the **Relevant** Subscriber, and the Donor Provider has received a request to activate the porting of these numbers from the Recipient Provider.

- B3.6**~~18.4~~ Subject to paragraph **Condition**~~18.3~~**B3.5**(a), the Recipient Provider shall request porting from the Donor Provider as soon as it is reasonably practicable after receiving the **Relevant** Subscriber Request to Port from its new Subscriber.
- B3.7**~~18.5~~ The ~~Communications~~**Regulated** Provider shall, pursuant to a request from another ~~Communications~~**Regulated** Provider, provide Portability as soon as is reasonably practicable in relation to that request on reasonable terms. Any charges for the provision of such Portability shall be made in accordance with the following principles:
- (a) subject always to the requirement of reasonableness, charges shall be cost oriented and based on the incremental costs of providing Portability unless:
 - (i) the Donor Provider and the Recipient Provider have agreed another basis for the charges, or
 - (ii) ~~the Office of Communications~~ **Ofcom** has directed that another basis for charges should be used;
 - (b) the Donor Provider shall make no charge in relation to **Porting** System Set-Up Costs or Additional Conveyance Costs;
 - (c) in respect of Mobile Portability, the Donor Provider shall make no charge or annual fee for ongoing costs relating to registration of a ported Telephone Number or a **Relevant** Subscriber;
 - (d) charges levied by the Donor Provider shall be based on the reasonable costs incurred by it in providing Portability with respect to each Telephone Number;
 - (e) any direct charges to **Relevant** Subscribers for providing Number Portability do not act as a disincentive to Subscribers against changing their **Regulated** ~~Communications~~ Provider.
- B3.8**~~18.6~~ Where the ~~Communications~~**Regulated** Provider provides Portability in accordance with paragraph **Condition**~~18.5~~**B3.7**:
- (a) the Recipient Provider; and
 - (b) the **Portability** Transit Provider,
- shall, as appropriate, provide Portability on reasonable terms.
- B3.9**~~18.7~~ The **Regulated** ~~Communications~~ Provider shall, on the written request of the ~~Office of Communications~~, provide the ~~Office of Communications~~**Ofcom** with a record of each Telephone Number in relation to which it is providing Portability, specifying the relevant Recipient Provider in each case.
- B3.10**~~18.8~~ The **Regulated** ~~Communications~~ Provider shall inform the **Relevant** Subscriber of the date when Number Portability will be provided to that Subscriber.
- B3.11**~~18.9~~ Where **Regulated** ~~Communications~~ Providers delay the porting of a Telephone Number for more than one business day or where there is an abuse of porting by them or on

their behalf, they shall provide reasonable compensation as soon as is reasonably practicable to the **Relevant** Subscriber for such delay and/or abuse.

B3.12~~18.10~~ The **Regulated** Communications Provider shall set out in a clear, comprehensive and easily accessible form **plain English and in an easily accessible manner** for each **Relevant** Subscriber how **Relevant** Subscribers can access the compensation provided for in paragraph **Condition 18.9**~~B3.11~~ above, and how any compensation will be paid to the Subscriber.

~~18.11~~ — For the purposes of this Condition:

- ~~(a) “Additional Conveyance Costs” mean any costs incurred by the Donor Provider associated with resources used in:~~
 - ~~(i) effecting the switch processing required to set up each ported call; and~~
 - ~~(ii) providing the switch and transmission capacity for any part of the duration of each ported call, additional to the costs of conveyance of non ported calls from the Donor Provider’s network to the Recipient Provider’s network;~~
- ~~(b) “Communications Provider” means a person who provides an Electronic Communications Network or an Electronic Communications Service;~~
- ~~(c) “Donor Provider” means a Communications Provider whose Subscriber Numbers are in the process of being, or have been passed or ported to a Recipient Provider;~~
- ~~(d) “Mobile Communications Service” means any Public Electronic Communications Service⁷⁰ consisting in the conveyance of Signals by means of a Public Communications Network where every Signal that has been conveyed thereby has been, or is to be, conveyed through the agency of Wireless Telegraphy to or from a Public Communications Network which is designed or adapted to be capable of being used in motion;~~
- ~~(e) “Mobile Number” means a Telephone Number, from a range of numbers in the National Telephone Numbering Plan, that is Adopted or otherwise used to identify Apparatus designed or adapted to be capable of being used while in motion;~~
- ~~(f) “Mobile Number Portability” means Number Portability relating to Mobile Numbers;~~
- ~~(g) “Mobile Portability” means Portability relating to Telephone Numbers Allocated for use with Mobile Communications Services;~~
- ~~(h) “Number Portability” means a facility whereby Subscribers who so request can retain their Telephone Number on a Public Communications Network, independently of the person providing the service at the Network Termination Point of a Subscriber⁷¹ provided that such retention of a Telephone Number is in accordance with the National Telephone Numbering Plan;~~

- ~~(i) "PAC" means Porting Authorisation Code, which is a unique code used to signify the Donor Provider's consent to the Subscriber being entitled to request and have their Mobile Number ported to another Communications Provider;~~
- ~~(j) "Point of Connection" means a point at which one Public Communications Network is connected to another;~~
- ~~(k) "Portability" means any facility which may be provided by a Communications Provider to another Communications Provider⁷² enabling any Subscriber who requests Number Portability to continue to be provided with any Public Electronic Communications Service by reference to the same Telephone Number irrespective of the identity of the person providing such a service;~~
- ~~(l) "Recipient Provider" means a Communications Provider to whom Subscriber Number(s) are in the process of being, or have been passed or ported from a Donor Provider;~~
- ~~(m) "SMS" means Short Message Service, which is a text message delivered to a Subscriber's handset or, if SMS is superseded or withdrawn, an equivalent text communication sent directly to the Subscriber's handset;~~
- ~~(n) "Subscriber" means any person with a number or numbers from the National Telephone Numbering Plan who is party to a contract with the provider of Public Electronic Communications Services for the supply of such services in the United Kingdom;~~
- ~~(p) "Subscriber Number" means the Telephone Number (or Telephone Numbers) which any Communications Provider's Public Communications Network recognises as relating to a particular Subscriber of that Communications Provider;~~
- ~~(q) "Subscriber Request to Port" means the request by a Subscriber to transfer their Mobile Number which occurs when the Subscriber submits their PAC to the Recipient Provider;~~
- ~~(r) "System Set-Up Costs" mean costs of the Donor Provider incurred—~~
 - ~~(i) in the course of making network and system modifications, configuration and reconfiguration, including adapting or replacing software;~~
 - ~~(ii) in the course of testing functionality within that provider's network and in conjunction with any Recipient Provider's network,~~
 - ~~(iii) thereby establishing the technical and administrative capability to provide Portability;~~
- ~~(s) "Transit Provider" means a Communications Provider providing, by agreement, Interconnection between a Donor Provider and Recipient Provider via Points of Connection with both Communications Providers.~~

B4 Access to numbers and services

~~20. ACCESS TO NUMBERS AND SERVICES~~

This condition aims to ensure that end-users can access all telephone numbers (and the services provided on those numbers) and that communications providers only block access to telephone numbers where instructed to do so by Ofcom for reasons of fraud or misuse.

Scope

B4.1 The provisions of this Condition apply as follows:

- (a) Condition B4.2 to B4.4 apply to all Communications Providers; and
- (b) Condition B4.5 applies to any Communications Provider who provides End-Users with an Electronic Communications Service, or provides access to such a service by means of a Pay Telephone, for originating calls to a number or numbers in the National Telephone Numbering Plan, excluding any Click to Call Service, and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.

Granting, limiting and blocking access to numbers and services

- B4.2**~~20.1~~ The ~~Communications~~**Regulated** Providers shall ensure, where technically and economically feasible, **and subject to Condition C6.6**, that End-Users in any part of the European ~~Community~~**Union** are able to:
- (a) access and use those Non-~~g~~**Geographic** Numbers which the ~~Communications~~**Regulated** Provider Adopts; **and**
 - (b) access all Telephone Numbers provided in the European ~~Community~~**Union**, regardless of the technological devices used by the operator, including those in the National Telephone Numbering Plan, ~~those from the European Telephone Numbering Space (ETNS) and Universal International Freephone Numbers (UIFN).~~
- B4.3**~~20.2~~ The ~~Communications~~**Regulated** Providers shall limit access for calling End-Users located in specific geographical areas to Telephone Numbers assigned to a Subscriber where that Subscriber has chosen for commercial reasons to limit such access.
- B4.4**~~20.3~~ The ~~Communications~~**Regulated** Providers shall, where requested by or on behalf of Ofcom on the basis of fraud or misuse, block access to Telephone Numbers and/or Public Electronic Communications Services and in such cases withhold revenue associated with such Telephone Numbers and/or Public Electronic Communications Services.
- ~~20.4~~ The ~~Communications Provider providing Publicly Available Telephone Services allowing international calls, shall handle all calls to and from the ETNS at rates similar to those~~

~~applied for calls to and from parts of the European Community other than the United Kingdom.~~

Missing children hotline number

B4.5~~20.5~~ ~~The Communications~~ **Regulated** Providers shall ensure that any End-User can access a hotline for missing children by using the number “116000”.

Part C: Consumer protection conditions

C1 Contract requirements

9. REQUIREMENT TO OFFER CONTRACTS WITH MINIMUM TERMS

This condition aims to protect consumers and end-users by ensuring that contracts for a connection to a public electronic communications network or for public electronic communications services include minimum terms and information. It also sets out requirements about contract duration, facilitating changes of communications provider and end-users' rights to terminate a contract, which are designed to ensure that end users are treated fairly and able to switch to a different provider in appropriate cases.

Scope

C1.1 This Condition applies to all providers of Public Electronic Communications Networks and/or Public Electronic Communications Services, each of whom is a 'Regulated Provider' for the purposes of this Condition.

Contract requirements

C1.29.1 ~~Communications~~**Regulated Providers**, shall, in **when** offering to provide, or providing, connection to a Public **Electronic** Communications Network and/or Public Electronic Communications Services to a Consumer ~~and~~**or** other End-Users on request, **must** offer to enter into a contract or vary an existing contract with that Consumer, or other End-User, **which specifies at least the following minimum requirements in a clear, comprehensive and easily accessible form:** ~~which complies with the following paragraphs.~~

~~9.2~~ Any contract concluded after 25 May 2011 between the Communications Provider and a Consumer, and other End-Users on request, shall specify at least the following minimum requirements in a clear, comprehensive and easily accessible form:

- (a) the ~~identity~~**name** and **registered** address of the **Regulated** ~~Communications~~ Provider;
- (b) **a description of** the services provided, including in particular whether or not access to Emergency ~~Services~~**Organisations** and Caller Location Information is being provided, and any limitations on the provision of access to Emergency ~~Services~~**Organisations**;
- (c) information on any other conditions limiting access to and/or use of services and applications (where such conditions are permitted under national law);

- (d) details of the minimum service quality levels offered, ~~namely~~ **including** the time for initial connection and any other quality of service parameters as directed by Ofcom;
- (e) information on any procedures put in place by the ~~undertaking~~ **Regulated Provider** to measure and shape traffic so as to avoid filling or overfilling a network link, and information on how those procedures could impact on service quality;
- (f) the types of maintenance services and customer support services offered, as well as the means of contacting these services;
- (g) any restrictions imposed by the provider on the use of terminal equipment supplied;
- (h) the Subscriber's options as to whether or not to include his or her personal data in a directory, and the data concerned;
- (i) details of prices and tariffs, **indicating the services provided and the content of each tariff element (with regard to charges for access, usage and/or maintenance), including details of any standard discounts applied, any special and targeted tariff schemes and any additional charges**, the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained;
- (j) payment methods offered and any difference in costs due to payment method;
- (k) the duration of the contract, and the conditions for renewal and termination of services and of the contract, including:
 - (i) any minimum usage or duration required to benefit from promotional terms;
 - (ii) any charges related to portability of numbers and other identifiers;~~;~~ and
 - (iii) any charges due on termination of the contract, including any cost recovery with respect to terminal equipment;
- (l) any applicable compensation and/or refund arrangements which will apply if contracted quality service levels are not met;
- (m) the means of initiating procedures for the settlement of disputes in respect of the contract; and
- (n) the type of action that might be taken by the ~~Communications~~ **Regulated** Provider in reaction to security or integrity incidents or threats and vulnerabilities.

~~For the avoidance of doubt, any contract between the Communications Provider and a Consumer concluded before 26 May 2011 shall specify the following minimum requirements prescribed by paragraph 9.2 as it applied prior to 26 May 2011.~~

C19.3

Without prejudice to any initial commitment period **Fixed Commitment Period**, ~~Communications~~ **Regulated** Providers shall ensure that conditions or procedures for contract termination do not act as disincentives for End-Users against changing their

Communications Provider. In particular, but without limiting the extent of this paragraph,

- (i) ~~Communications~~ **a Regulated** Providers who are **is** providing ~~Fixed-Line Telecommunications Services and Broadband Services~~ **Public Electronic Communications Services to Domestic and Small Business Customers** Consumers must not, at the end of those ~~Consumers' initial commitment period~~ **any Fixed Commitment Period**, renew those ~~Consumers' Domestic or Small Business Customers'~~ **Domestic or Small Business Customers'** contracts for a further initial commitment period **Fixed Commitment Period** unless that ~~Communications~~ **Regulated** Provider has first obtained those ~~Consumers' Express Consent~~ **from each Customer concerned**;
- (ii) ~~are providing Fixed-Line Telecommunications Services and Broadband Services to Small Business Customers must not, at the end of those Small Business Customers' initial commitment period, renew those Small Business Customers' contracts for a further initial commitment period unless that Communications Provider has first obtained those Small Business Customers' Express Consent.~~
- (b) ~~For the purposes of Condition 9.3(a):~~
 - (i) ~~"Fixed-Line Telecommunications Services" means Narrowband call and/or line rental services;~~
 - (ii) ~~"Narrowband" means services provided over a Public Telephone Network;~~
 - (iii) ~~"Broadband Services" means services that allow for the transfer of high volumes of data at high speeds;~~
 - (iv) ~~"Express Consent" means the express agreement of the Consumer or Small Business Customer to contract with the Communications Provider in relation to each initial commitment period, where the Communications Provider has obtained such consent separately for each initial commitment period in a manner which has enabled the Consumer or Small Business Customer to make an informed choice;~~
 - (v) ~~"Small Business Customer", in relation to a public communications provider, means a customer of that provider who is neither himself a communications provider, nor 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).~~

C19.4 ~~Communications~~ **Regulated** Providers shall not include a term in any contract with a Consumer for the provision of Electronic Communications Services ~~concluded after 25 May 2011 preventing the Consumer from terminating the contract before the end of the agreed contractual period without compensating the Communications Provider for so doing, unless such compensation relates to no more than the initial commitment period (being the period beginning on the day on which the Communications Provider and Consumer have agreed that the contract shall begin and ending on a day falling no~~

~~more than 24 months thereafter)~~ **that stipulates a Fixed Commitment Period of more than 24 months in duration.**

C19.5 ~~Communications~~**Regulated** Providers shall ensure that ~~Users~~**Subscribers** are able to subscribe to a contract with a maximum duration of 12 months.

C19.6 ~~The Communications~~**Regulated** Providers shall:

- (a) give ~~its~~**their** Subscribers adequate notice not shorter than one month of any **contractual** modifications likely to be of material detriment to that Subscriber;
- (b) allow ~~its~~**their** Subscribers to withdraw from their contract without penalty upon such notice; and
- (c) at the same time as giving the notice in ~~C~~condition **C19.6(a)** ~~above~~, shall inform the Subscriber of its ability to terminate the contract without penalty if the proposed modification is not acceptable to the Subscriber.

C1. 7 **Without limiting the extent of Condition C1.6, an increase in the Core Subscription Price payable at any point in the Fixed Commitment Period is a contractual modification likely to be of material detriment to a Consumer or Small Business Customer for the purposes of Condition C1.6(a) unless it falls within Condition C1.9.**

C1.8 **For the purposes of Condition C1.7, an increase in the Core Subscription Price includes:**

- (a) **any modification of any contractual term or condition providing for the Subscriber to pay the Regulated Provider which results in an increase to the Core Subscription Price;**
- (b) **the exercise at the discretion of the Regulated Provider of any contractual term or condition which would have the effect of increasing the Core Subscription Price;**
- (c) **any reduction in the extent of the services the Regulated Provider is bound to provide in return for the Core Subscription Price; and/or**
- (d) **any failure by a Regulated Provider to pass on to the Subscriber an amount equal to any reduction in the rate of Value Added Tax or any other directly and specifically applicable taxation charge or regulatory levy imposed by mandatory provisions laid down by Government or regulatory authorities, payment of which is compulsory.**

C1.9 **The application of contract terms with the following effects does not fall within Condition C1.7:**

- (a) **the effect of binding the Subscriber to pay a different Core Subscription Price at different times during their Fixed Commitment Period, where those terms were sufficiently prominent and transparent that the Subscriber can be said, at the**

time they agreed the Core Subscription Price, to have agreed to the different amounts they would have to pay at different times; and

- (b) increases in the Core Subscription Price which are limited to the Regulated Provider passing on to the Subscriber an amount equal to any increase in the rate of Value Added Tax or any other directly and specifically applicable taxation charge or regulatory levy imposed by mandatory provisions laid down by Government or regulatory authorities, payment of which is compulsory.**

~~9.7 For the purposes of this Condition:~~

- ~~(a) "Communications Provider" means a person who provides Public Communications Networks and/or Public Electronic Communications Services;~~
- ~~(b) "Consumer" means any natural person who uses or requests a Public Electronic Communications Service for purposes which are outside his or her trade, business or profession;~~
- ~~(c) "User" means a legal entity or natural person using or requesting a Public Electronic Communications Service.~~

C2 Information publication and transparency requirements

~~10. TRANSPARENCY AND PUBLICATION OF INFORMATION~~

This condition aims to ensure the availability of adequate, up-to-date, comparable information for consumers on the prices, tariffs, terms and conditions of communications services, and any charges applicable on termination of their contract so as to enable consumers to compare easily the offers and services available in the market. In addition, it aims to ensure that pricing and charges relating to premium rate services, non-geographic numbers and personal numbers are clear.

Scope

C2.1 This Condition applies to all providers of Public Electronic Communications Networks and/or Public Electronic Communications Services, each of whom is a 'Regulated Provider' for the purposes of this Condition.

General information publication requirements

C2.2~~10.1~~ The ~~Communications~~**Regulated** Providers shall ensure that clear and up-to-date information on its ~~the~~ applicable prices and tariffs (~~which for the avoidance of doubt shall not include bespoke or individual prices and tariffs~~), and on its standard terms and conditions, in respect of access to and use of **the services provided by them to Publicly Available Telephone Services by End-Users and/or Consumers** is published, in accordance with ~~paragraphs~~ **Conditions 10.2C2.3 and 10.3C2.12**. For the avoidance of doubt, this Condition does not require Regulated Providers to publish any bespoke or individual prices, tariffs or terms and conditions.

C2.3~~10.2~~ The information published shall include at least the following:

- (a) the name and registered office address of the **Regulated Provider** ~~Communications Provider's name and Major Office address~~;
- (b) a description of the ~~Publicly Available Telephone Services~~**services** offered;
- (c) ~~where the Communications Provider renders any subscription charge or periodic rental charge, details of which Publicly Available Telephone Services are included within such charge~~;
- (**cd**) ~~the Communications Provider's standard tariffs~~, **of the Regulated Provider indicating the services provided and the content of each tariff element (with regard to charges for access, usage and/or maintenance)**, including details of any standard discounts applied ~~and~~, any special and targeted tariff schemes ~~with regard to~~ **and any additional charges**;
 - (i) ~~access~~;
 - (ii) ~~all types of usage charges~~; and
 - (iii) ~~any maintenance services~~;

- (~~d~~e) any compensation and/or refund ~~policy~~**policies**, including specific details of any compensation and/or refund schemes offered;
- (~~e~~f) any types of maintenance service offered;
- (~~f~~g) the standard contract conditions offered, including any relevant ~~minimum contractual period~~ **Fixed Commitment Period**, termination of the contract, and procedures and direct charges related to Number Portability; and
- (~~g~~h) any available dispute resolution mechanisms, including those developed by the Communications **Regulated** Provider.

~~10.3~~ — Publication of the information shall be effected by:

- ~~(a) sending a copy of such information or any appropriate parts of it to any End User who may reasonably request such a copy; and~~
- ~~(b) placing a copy of such information on any relevant website operated or controlled by the Communications Provider, or, where no such website exists, placing a copy of such information in every Major Office of the Communications Provider such that it is readily available for inspection free of charge by members of the general public during normal office hours.~~

~~10.4~~ — For the purposes of this Condition:

- ~~(a) “Communications Provider” means a person who provides End Users with access to and use of Publicly Available Telephone Services, except Public Pay Telephones;~~
- ~~(b) “Major Office” means a Communications Provider’s registered office and such other of its offices as Ofcom may from time to time direct.~~

14. PRICE TRANSPARENCY FOR NON-GEOGRAPHIC CALLS, CODES OF PRACTICE AND DISPUTE RESOLUTION¹⁹

Basic Code of Practice regarding provision of Public Electronic Communications Services

~~14.1~~ — The Communications Provider shall produce a basic Code of Practice for its Domestic and Small Business Customers which sets out at least where such customers may avail themselves of the information required to be published under Condition 10.2, as relevant to the provision of Public Electronic Communications Services. The Code of Practice shall be drafted in plain English which is easy to understand, and copies of the Code of Practice shall be provided on request and free of charge to any Domestic and Small Business Customer.

Codes of Practice for Premium Rate Services, NTS Calls,²⁰ calls to 0870 numbers²¹ and calls to Personal Numbers²²

~~14.2~~ — Subject to paragraph 14.7, an Originating Communications Provider who provides Premium Rate Services, NTS calls, calls to 0870 numbers or calls to Personal Numbers, as appropriate shall:²³

- ~~(a) establish and thereafter maintain a Code of Practice for the provision of information relating to Premium Rate Services for its Domestic and Small Business Customers, which conforms with the Guidelines set out in Annex 1 to this Condition;~~
- ~~(b) establish and thereafter maintain a Code of Practice for NTS Calls, calls to 0870 calls and calls to Personal Numbers for its Domestic and Small Business Customers, which conforms with the Guidelines set out in Annex 2 to this Condition; and~~
- ~~(c) comply with the provisions of the Codes of Practice referred to at 14.2 (a) and (b) above.~~

~~14.3 The codes of practice referred to in Condition 14.2 shall be drafted in plain English which is easy to understand, and copies of the codes of practice shall be provided on request and free of charge to any Domestic and Small Business Customer.~~

Codes of Practice for Complaints

~~14.4 The Communications Provider shall have and comply with procedures that conform to the Ofcom Approved Code of Practice for Complaints Handling when handling Complaints made by Domestic and Small Business Customers about its Public Electronic Communications Services²⁴.~~

Dispute Resolution²⁵

~~14.5 The Communications Provider shall implement and comply with a Dispute Resolution Scheme, including any final decision of the Dispute Resolution Body made in accordance with that Scheme, for the resolution of disputes between the Communications Provider and its Domestic and Small Business Customers in relation to the provision of Public Electronic Communications Services.~~

Code on the provision by Service Providers of consumer protection information for the provision of Services²⁶

~~14.6 Service Providers shall:~~

- ~~(a) comply with the requirements set out in the Code at Annex 3.~~

Transparency obligations in relation to calls to Unbundled Tariff Numbers²⁷

~~14.7 From (and including) the Effective Date, the obligations in paragraphs 14.8 – 14.12 take effect and, to the extent that these obligations overlap with the requirements of paragraph 14.2 and Annex 2 to this Condition as they apply to the publication in price lists, websites, advertising or advertising material, of information and advice to Consumers on usage charges for calls to Unbundled Tariff Numbers, they supersede those requirements.~~

Unbundled tariff and personal numbers information publication requirements

- C2.4**~~14.8~~ ~~The Communications Provider~~In respect of Unbundled Tariff Numbers, Regulated **Providers** shall publish the Access Charges ~~that it sets in a way that~~ **are payable for tariffs they make available to Consumers**:
- ~~(a) ensures they are readily accessible to Consumers; and~~
 - ~~(b) gives~~ **and give** those charges the same prominence in terms of location and format as is given to charges for geographic calls, calls to mobiles and call packages, ~~(including bundles)~~, on the ~~Communications~~**Regulated** Provider's website, in its published price lists and in advertising and promotional material which refer to call pricing.
- C2.5** **Without prejudice to Condition C2.4, in respect of Unbundled Tariff Numbers, Regulated Providers shall give particular prominence to:**
- (a) the Access Charge that is payable for each package of tariffs that they make available to Consumers; and**
 - (b) whether calls to Unbundled Tariff Numbers are included within bundles of inclusive calls or inclusive call minutes purchased by Consumers from the Regulated Provider, specifying in particular:**
 - (i) the Unbundled Tariff Numbers to which the terms of the bundle apply;**
 - (ii) if relevant, the number of call minutes to Unbundled Tariff Numbers that are so included;**
 - (iii) if relevant, whether the inclusion of calls to Unbundled Tariff Numbers is conditional upon the time or day of the call; and**
 - (iv) whether any special offers, discount schemes or call bundling arrangements apply to the Service Charges payable in respect of the call minutes or calls to Unbundled Tariff Numbers that are so included.**
- C2.6** **In respect of Personal Numbers, for tariffs that Regulated Providers make available to Consumers, they shall:**
- (a) publish usage charges, including any variations by time of day, and give those charges the same prominence in terms of location and format as is given to charges for geographic calls, calls to mobiles and call packages (including bundles) on the Regulated Provider's website and in its published price lists; and**
 - (b) in advertising and promotional material which refer to call pricing, publish the maximum charges applying to Personal Numbers.**
- C2.7**~~14.9~~ ~~Without prejudice to the generality of paragraph 14.8~~ **Condition C2.6, in respect of Personal Numbers,** ~~the Communications~~ **Regulated Providers** shall give **particular** prominence to ~~the following, in particular:~~

- ~~(a) the Access Charge that is payable for each package of tariffs that the Communications~~ **Regulated** ~~Provider makes available to Consumers; and~~
- ~~(b) whether calls to Unbundled Tariff~~ **Personal** ~~Numbers are included within bundles of inclusive calls or inclusive call minutes purchased by Consumers from the Communications~~ **Regulated** ~~Provider, specifying in particular, if relevant:~~
 - ~~(i) the Unbundled Tariff Numbers to which the terms of the bundle apply;~~
 - ~~(ii) if relevant, the number of call minutes to Unbundled Tariff~~ **Personal** ~~Numbers that are so included; and~~
 - ~~(iii) if relevant, whether the inclusion of calls to Unbundled Tariff~~ **Personal** ~~Numbers is conditional upon the time or day of the call; and~~
 - ~~(iv) whether any special offers, discount schemes or call bundling arrangements apply to the Service Charges payable in respect of the call minutes or calls to Unbundled Tariff Numbers that are so included.~~

~~14.10 The provisions of paragraph 14.11 apply where a Communications Provider advertises, promotes or procures the advertisement or promotion of any Unbundled Tariff Number in connection with the provision by the Communications Provider of a service to Consumers by means of that Unbundled Tariff Number.~~

~~14.11 The Communications Provider shall~~

C2.8 Where a Regulated Provider advertises, promotes or procures the advertisement or promotion of any Unbundled Tariff Number in connection with the provision by the Regulated Provider of a service to Consumers by means of that Unbundled Tariff Number, it shall:

- (a) include or procure the inclusion in any advertising and promotion of the Unbundled Tariff Number, the Service Charge which applies in respect of a call by a Consumer to that number; and
- (b) ensure that the Service Charge is displayed in a prominent position and in close proximity to the Unbundled Tariff Number in any such advertising or promotion of the Unbundled Tariff Number.

C2.9 Where a Regulated Provider applies different tariffs for Small Business Customers to those it applies to Consumers, it must ensure that its pricing for Small Business Customers is transparent and inform such Small Business Customers where the tariff is a business tariff.

Premium Rate Service information publication requirements

C2.10 In relation to Controlled Premium Rate Services ('CPRS'), Regulated Providers shall provide on request and free of charge the following information and advice to Domestic and Small Business Customers:

- (a) information about the CPRS mechanisms in the UK market, such as operator billing, premium rate Short Message Service (PSMS) payments, Service Charges for CPRS numbers, and voice shortcode charges, and how they are applied to the Customer's phone Bill; and
- (b) information about the role of Regulated Providers in relation to:
 - (i) general CPRS enquiries and requests for number checks via the number-checker facilities provided by the Phone-paid Services Authority on its website⁵; and
 - (ii) dealing with formal complaints about abuses of service content, non-compliance with the Phone-paid Services Authority's code of practice and other alleged unlawful operation of services and numbers.

C2.11 In providing information and advice in accordance with Condition C2.10, Regulated Providers shall provide:

- (a) basic information about how CPRS work including whether the service(s) in question were routed to service providers hosted on the Regulated Provider's own network or on the network of a different Communications Provider, together with a basic explanation of how revenue sharing with service providers operates;
- (b) information about the tariffs that apply on their network for calls to any CPRS number range, including, where appropriate, the Regulated Provider's Access Charge;
- (c) contact details of individual service providers or the Communications Providers which host them, and where that information is available⁶;
- (d) service providers' customer service contact details where Consumers can obtain further information about services provided on the CPRS numbers found on their Bills;
- (e) information about the role and remit of the Phone-paid Services Authority in dealing with complaints and how to go about making a formal complaint to the Phone-paid Services Authority via the website, helpline or in writing;
- (f) information on the role of the Alternative Dispute Resolution Schemes in resolving disputes concerning CPRS;
- (g) information about how Consumers can bar access from their telephone to all or specific CPRS number ranges for reasons of cost and/or content; and

⁵ See www.psauthority.org.uk

⁶ For example, the information may be available via the Phone-paid Services Authority's website.

- (h) information on any other options available to Consumers for seeking refunds in cases of abuse or scams involving CPRS.

Method of publication

- C2.12** Where this Condition requires information to be published, it shall be effected by:
- (a) sending a copy of the information or any appropriate parts of it to any End-User who reasonably requests it, free of charge; and
 - (b) placing a copy of the information in plain English, in an easily accessible and reasonably prominent manner on their website or, where there is no such website, in such manner and form as directed by Ofcom.

Processes and procedures

- C2.13**~~14.12~~ ~~The Communications Regulated Providers~~ **must have** ~~shall put~~ **procedures** in place ~~procedures to~~ **ensure that** ~~enable~~ enquiry and helpdesk staff **are aware of the requirements of this Condition in order for them to be able** to respond to complaints and enquiries **and to monitor their compliance with the requirements.** ~~about Access Charges and calls to Unbundled Tariff Numbers and to monitor their compliance with the obligations in paragraphs 14.8 – 14.11.~~

- C2.14** **Regulated Providers must have fully documented procedures in place to ensure that Customers and advice agencies are made aware of the existence of the requirements in this Condition including, for example, by referring to the requirements in sales and marketing literature.**

Information required to be displayed in Public Pay Telephones

- C2.15**~~6.2~~ ~~The Communications Provider~~ **Regulated Providers that provide Public Pay Telephones** shall display and take all reasonable steps to keep displayed prominently on or around ~~the~~ **all** Public Pay Telephones a notice specifying:
- (a) the minimum charge payable for connection of a call;
 - ~~(b) the means by which the charge may be paid;~~
 - (b)** the location of the Public Pay Telephone sufficient to enable it to be located as swiftly as possible by the Emergency Organisations;
 - ~~(c)~~ **(d)** that calls to Emergency Organisations using the numbers “112” and “999” may be made from the Public Pay Telephone free of charge and without having to use coins or cards; and
 - (e)** whether or not the Public Pay Telephone is available to receive a call, and if so, the Telephone Number of the Public Pay Telephone.

~~14.13~~ ~~In this Condition:~~

- ~~(a) "Access Charge" has the meaning given to that term in General Condition 17;~~
- ~~(b) "Communications Provider" means a person who provides Public Electronic Communication Services to Domestic and Small Business Customers;~~
- ~~(c) "Complaint" means~~
 - ~~a. an expression of dissatisfaction made by a customer to a Communications Provider related to either:~~
 - ~~(i) the Communications Provider's provision of Public Electronic Communications Services to that customer; or~~
 - ~~(ii) the complaint handling process itself; and~~
 - ~~b. where a response or resolution is explicitly or implicitly expected²⁹;~~
- ~~(d) "Consumer" has the meaning given to that term in General Condition 17;~~
- ~~(e) "Dispute Resolution Body" means the body of persons responsible for administering a relevant Dispute Resolution Scheme;~~
- ~~(f) "Dispute Resolution Scheme" means procedures approved or established from time to time by Ofcom for the purpose of this Condition in accordance with sections 52, 54 or 55 of the Act;~~
- ~~(g) "Domestic and Small Business Customer" means, in relation to a Communications Provider, a Customer of that Provider who is neither~~
 - ~~a. himself a Communications Provider; nor~~
 - ~~b. 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);~~
- ~~(h) "Effective Date" has the meaning given to that term in General Condition 17;~~
- ~~(i) "Guidelines" mean the guidelines as set out in either Annex 1, 2 or 3 to this Condition;~~
- ~~(j) "NTS Calls" means:~~
 - ~~(i) until (and including) the day prior to the Effective Date, calls to numbers identified in the National Telephone Numbering Plan as Special Services operating on the 08 number range and including calls to 0500 freephone numbers, but excluding calls to 0844 04 numbers for Surftime internet access services, calls to 0808 99 numbers for flat rate internet access call origination and calls to 0870 numbers³⁰;~~

- ~~(ii) — from (and including) the Effective Date, calls to numbers identified in the National Telephone Numbering Plan as Non-Geographic Numbers operating on the 08 number range (but excluding calls to 0844 04 numbers for Surftime internet access services, calls to 0808 99 numbers for flat rate internet access call origination and calls to 0870 numbers) and calls to 0500 numbers;~~
- ~~(k) — “Non-Geographic Number” has the meaning given to that term in the National Telephone Numbering Plan;~~
- ~~(l) — “Ofcom Approved Code of Practice for Complaints Handling” means the code of practice set out in Annex 4 to this General Condition 14;³⁴~~
- ~~(m) — “Originating Communications Provider” means any Communications Provider that provides call origination services to Domestic and Small Business Customers but excluding Payphone Service Providers;³²~~
- ~~(n) — “Payphone Service Provider” means a provider of a Public Pay Telephone;~~
- ~~(o) — “Personal Number” has the meaning given to that term in the National Telephone Numbering Plan;~~
- ~~(p) — “Publicly Available Telephone Services” means a service available to the public for originating and receiving national and international calls and access to Emergency Organisations through a number or numbers in a national or international telephone numbering plan, and in addition may, where relevant, include one or more of the following services: the provision of operator assistance services, Directory Enquiry Facilities, Directories, provision of Public Pay Telephones, provision of service under special terms, provision of specific facilities for End-Users with disabilities or with special social needs and/or the provision of non-geographic services;~~
- ~~(q) — “Service” means a Public Electronic Communication Service, but only to the extent it comprises the conveyance of speech, music or sounds;~~
- ~~(r) — “Service Charge” has the meaning given to that term in General Condition 17;~~
- ~~(s) — “Service Provider” means a provider of a Service;~~
- ~~(t) — “Terminating Communications Provider” or “TCP” means the Communications Provider which provides the electronic communications network on which a call terminates; and~~
- ~~(u) — “Unbundled Tariff Number” has the meaning given to that term in General Condition 17.~~

C3 Billing requirements

~~11. METERING AND BILLING~~

This condition aims to ensure that customers of communications providers are not overcharged and that they receive the services they are charged and pay for, that they can adequately control how much they spend on the usage of voice call and data services, and that they are treated fairly where they have not paid their bills.

Scope

- C3.1** The provisions of this Condition apply as follows:
- (a) Conditions C3.2 and C3.3 apply to any person who provides a Public Electronic Communications Service;
 - (b) Conditions C3.4 to C3.6 apply to any provider of Publicly Available Telephone Services and/or Publicly Available Internet Access Services (including any wholesale provider) in respect of:
 - (i) the billing of End-Users; and
 - (ii) the provision of information to be used by another Communications Provider for billing End-Users,
- except that Conditions C3.4 to C3.6 do not apply to any such provider if its Relevant Turnover in its most recent complete financial year is less than £55 million; and
- (c) Conditions C3.7 to C3.12 apply to any person who provides Publicly Available Telephone Services and/or Publicly Available Internet Access Services to a Subscriber,
- and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.

Accurate billing

- C3.2**~~11.1~~ The Communications **Regulated** Providers shall not **charge an End-User, or render or make available** any Bill to an End-User, in respect of the provision of any Public Electronic Communications Services, unless every amount **charged and/or** stated in ~~that~~ **the** Bill represents and does not exceed the true extent of any such service actually provided to the End-User in question.
- C3.3**~~11.2~~ The Communications **Regulated** Providers shall retain such Records as may be necessary, ~~or as Ofcom may from time to time direct~~ **are necessary**, for the purpose of establishing its compliance with paragraph **Condition 11.1 C3.2** above **for at least 12 months from the date on which they were created**. Subject to the following, Ofcom may from time to time direct the minimum period for retention of necessary Records by the Communications Provider. This paragraph **Condition** ~~(and any direction by Ofcom~~

~~made under it)~~ applies subject to the requirements of Relevant Data Protection Legislation, ~~and shall not require the Communications Provider to retain any Records for the purposes of this Condition for more than 15 months from the date on which they were created.~~

~~11.3~~ Paragraphs 11.4 to 11.5 shall only apply to a Communications Provider where:

- ~~(a) it is a provider of Publicly Available Telephone Services; and~~
- ~~(b) it has a Relevant Turnover in its most recent complete financial year exceeding £40 million.~~

Total metering and billing systems

C3.4 Ofcom may from time to time issue a direction⁷ under this Condition setting out the process, standards and other requirements that Regulated Providers must comply with to obtain Approval of their Total Metering and Billing Systems.

C3.5~~11.4~~ Subject to paragraph 11.3, the Communications **Regulated** Providers shall:

- (a)** apply to an Approval Body for Approval of its **any** Total Metering and Billing System **they use**, in respect of the Publicly Available Telephone Services **and/or Publicly Available Internet Access Services** ~~it provides~~ **they provide, in accordance with the process specified by Ofcom in a direction issued under Condition C3.4;** and any other Electronic Communications Services it provides as shall be agreed between the Communications Provider and the Approval Body. The Communications Provider shall
- (b)** obtain Approval for these services as soon as is practicable; **and**
- (c)** The Communications Provider shall comply with any directions made by the Approval Body in respect of such Approval. ~~For the avoidance of doubt, this obligation applies in respect of any Total Metering and Billing System, whether already in use or newly installed.~~

C3.6~~11.5~~ Where an Approval Body does not grant or withdraws Approval from all or part of a Communications **Regulated** Provider's Total Metering and Billing System, that Communications **Regulated** Provider shall, as soon as is reasonably practicable, either:

- (a)** ~~inform Ofcom of the~~ **take the** action to be taken by the Communications Provider **recommended by the Approval Body** to remedy the absence of **obtain** Approval and the anticipated date of such Approval; or
- (b)** ~~inform Ofcom that the Communications Provider intends to cease use of that Total Metering and Billing System (or that part of it), in accordance with a timetable for~~

⁷ See Ofcom's metering and billing direction, which is available at https://www.ofcom.org.uk/data/assets/pdf_file/0024/106395/Annex-15-Revised-Metering-and-Billing-Direction.pdf

its withdrawal which the Communications Provider shall provide to Ofcom on request **and, in either case, inform Ofcom of the date by which it shall do so.**

~~11.6~~ In this Condition,

- ~~(a) “Approval” means an approval granted by an Approval Body where a Communications Provider’s Total Metering and Billing System is compliant with the Ofcom Metering and Billing Direction;~~
- ~~(b) “Approval Body” means the British Approval Board for Telecommunications (BABT), the British Standards Institution (BSI) and Enigma QPM16;~~
- ~~(c) “Bill” means the information issued by a Communications Provider to an End-User of the charges levied and due for payment or the information retained by a Communications Provider for the purpose of recording and enabling debits and credits to be applied to an End-User’s account;~~
- ~~(d) “Communications Provider” means a person who provides Public Electronic Communications Services;~~
- ~~(e) “Ofcom Metering and Billing Direction” means any direction made by Ofcom under this Condition setting out various requirements relating to metering and billing accuracy, as applicable for the time being;~~
- ~~(f) “Records” means data or information showing the extent of any network or service actually provided to an End-User and any data or information used in the creation of a Bill for an End-User;~~
- ~~(g) “Relevant Turnover” means annual turnover attributable to the provision of Publicly Available Telephone Services after the deduction of sales rebates, value added tax and other taxes directly related to turnover;~~
- ~~(h) “Total Metering and Billing System” means the totality of all equipment, data, procedures and activities used to determine the charges to be sought for provision and usage of Electronic Communications Services, and/or to present these charges on End-User’s Bills. For purposes of clarity, a Total Metering and Billing System incorporates all processing steps from the original recording of a chargeable event to its readiness for presentation on a Bill to the End-User whether performed by one or more Communications Providers.~~

Access to billing information

12. ITEMISED BILLS

C3.7~~12.1~~ The Communications **Subject to Condition C3.9, Regulated** Providers shall provide to each of its **their** Subscribers, on request, and either at no extra charge, ~~or for a reasonable fee, a basic level of itemised billing.~~ The Communications Provider shall ensure that each itemised bill shows a sufficient level of detail **access to adequate billing information** to allow the Subscriber to:

- (a) verify and control the charges incurred by the Subscriber in using a Public Communications Network and/or related Publicly Available Telephone Services; and
 - (b) adequately monitor the Subscriber's usage and expenditure and thereby exercise a reasonable degree of control over their bills **Bills**.
- C3.8** ~~12.2~~ In carrying out the obligations under paragraphs 12.1(a) and (b) on or after the Effective Date in **relation to any Subscriber who is a Consumer, the Communications Provider shall ensure that the detail provided in an itemised bill** **billing information referred to in Condition C3.7 must include** includes the Applicable **any** Access Charge **applied by the Regulated Provider for the purpose of calculating the amounts payable by that Subscriber for calls to Unbundled Tariff Numbers in accordance with Condition B1.**
- C3.9** **If its Subscriber requests the billing information mentioned in Condition C3.7 by means of a printed Bill, the Regulated Provider may charge a reasonable fee for providing it.**
- ~~12.3~~ Ofcom may from time to time direct the minimum level of itemisation to be provided by the Communications Provider under paragraph 12.1.
- C3.10** ~~12.4~~ The Communications **Regulated** Providers **s** shall ensure that calls **and SMS to the emergency call numbers "999" and "112", or any of the numbers which are designated as "free to caller" in the National Telephone Numbering Plan** ~~which are made from a Subscriber's telephone which are free of charge to that Subscriber,~~ including calls **and SMS** to helplines **on such numbers**, ~~shall~~ **are** not be identified in the Subscriber's itemised bill **Bills or any other Records that Regulated Providers make available to the Subscriber.**
- ~~12.5~~ The Communications Provider shall not be subject to this Condition in respect of any Subscriber where:
 - ~~(a) it provides Publicly Available Telephone Services to the Subscriber on a pre-paid basis; and~~
 - ~~(b) the Subscriber has an alternative means, free of charge, of adequately monitoring the Subscriber's usage and expenditure.~~
- ~~12.6~~ For the purposes of this Condition:
 - ~~(a) "Applicable Access Charge" means the rate charged by the Communications Provider to the Subscriber in respect of the retail and origination of a call to an Unbundled Tariff Number in accordance with General Condition 17;~~
 - ~~(b) "Communications Provider" means a person who provides Publicly Available Telephone Services;~~
 - ~~(c) "Consumer" has the meaning given to that term in General Condition 17;~~
 - ~~(d) "Effective Date" has the meaning given to that term in General Condition 17;~~

- ~~(e) "Subscriber" means an End User who is party to a contract with the Communications Provider for the provision of Publicly Available Telephone Services; and~~
- ~~(f) "Unbundled Tariff Number" has the meaning given to that term in General Condition 17.~~

Debt collection and disconnection

13. NON PAYMENT OF BILLS

C3.11~~13.1~~ Where the Communications Provider's ~~a~~ Subscriber has not paid the Communications ~~a~~ **Regulated** Provider all or part of a bill ~~Bill~~ for Publicly Available Telephone Services **and/or Publicly Available Internet Access Services** provided by the ~~Communications Regulated~~ Provider, **the Regulated Provider shall ensure that** any measures ~~taken by the Communications Provider~~ **it takes** to effect payment or disconnection shall:

- ~~(a) be~~ **are** proportionate and not unduly discriminatory;
- ~~(b) include~~ **give** **giving** due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and
- ~~(c) except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the service concerned, as far as technically feasible.~~

C3.12~~13.2~~ The ~~Communications~~ **Regulated** Providers shall publish details of ~~the~~ measures ~~it~~ **they** may take to effect payment or disconnection in accordance with ~~paragraph 13.1~~ **Condition C3.11** ~~above~~ by:

- ~~(a) sending a copy of such information or any appropriate parts of it to any Subscriber who may~~ **reasonably** requests such a copy, **free of charge**; and
- ~~(b) placing a copy of such information~~ **in plain English, in an easily accessible and reasonably prominent manner** on any relevant ~~their~~ website or, **where there is no such website, in such manner and form as directed by Ofcom** ~~operated or controlled by the Communications Provider.~~

~~13.3~~ ~~For the purposes of this Condition:~~

- ~~(a) "Communications Provider" means a person who provides Publicly Available Telephone Services at a fixed location;~~
- ~~(b) "Subscriber" means an End User who is party to a contract with the Communications Provider for the provision of Publicly Available Telephone Services.~~

C4 Complaints handling and dispute resolution

This condition ensures that all communications providers handle complaints they receive from their customers in accordance with certain minimum procedural standards. This condition requires communications providers to ensure that their complaints handling procedures are accessible to customers, including those who are disabled and those who are in circumstances that may make them vulnerable, and to set out their complaints handling procedures in a code of practice. This condition also requires communications providers to be members of an independent alternative dispute scheme and to comply with the decisions of that scheme.

Scope

C4.1 This Condition applies to any Communication Provider who provides Public Electronic Communications Services to Domestic and Small Business Customers. For the purposes of this Condition:

- (a) any such Communication Provider is a 'Regulated Provider'; and
- (b) Domestic and Small Business Customers are 'Relevant Customers'.

Code of practice for customer service and complaints handling

C4.2 Regulated Providers must:

- (a) have and comply with procedures for the handling of Complaints made by Relevant Customers in connection with the provision of Public Electronic Communications Services, that conform with Section 1 of the Ofcom Approved Complaints Code;
- (b) have and comply with a Customer Complaints Code that conforms with Section 2 of the Ofcom Approved Complaints Code; and
- (c) retain written records of Complaints in conformity with Section 3 of the Ofcom Approved Complaints Code.

Dispute resolution

C4.3 Regulated Providers must:

- (a) be a member of an approved Alternative Dispute Resolution ('ADR') Scheme;
- (b) comply with the ADR Scheme, including abiding by any final decision of the body which administers the ADR Scheme, within the time period specified in that final decision;
- (c) ensure that Relevant Customers have the right to use the ADR Scheme free of charge; and

- (d) provide information in Bills about the ADR Scheme in conformity with Section 4 of the Ofcom Approved Complaints Code.

Monitoring compliance

- C4.4** Regulated Providers must monitor their compliance with the obligations imposed by this Condition and the Ofcom Approved Complaints Code, including compliance by all staff who interact with Relevant Customers and/or handle Complaints, and take appropriate steps to prevent the recurrence of any problems identified.

Annex to Condition C4

[see Condition C4.2]

Ofcom approved code of practice for customer service and complaints handling

Section 1 – Complaints handling procedures

- 1 The Complaints Handling Procedures of Regulated Providers should ensure any Complaint from a Relevant Customer is resolved to the Complainant's satisfaction in a timely manner or where the Regulated Provider is unable to do so, that the Complainant is informed of their right to go to the ADR Scheme as soon as it is appropriate to do so.

Receiving, handling and resolving complaints by relevant customers with disabilities or who are in circumstances that may make them vulnerable

- 2 The Complaints Handling Procedures of Regulated Providers must be sufficiently accessible to enable the following to make, and progress, a Complaint:
 - (a) Relevant Customers with disabilities;
 - (b) Relevant Customers who the Regulated Provider has been informed or should otherwise reasonably be aware may be vulnerable due to circumstances such as age, physical or learning disability, physical or mental illness, low literacy, communications difficulties or changes in circumstances such as bereavement; and
 - (c) third parties acting on behalf of such Relevant Customers.

Identifying and receiving complaints

- 3 Regulated Providers must ensure that all staff who communicate with Relevant Customers receive training on how to identify a Complaint.
- 4 A Regulated Provider must allow Relevant Customers to make Complaints by at least the following three means:
 - (a) a Telephone Number which is either a 'free to call' number or a number charged at the equivalent of a geographic call rate;
 - (b) a UK postal address; and
 - (c) either an email address or an internet web page form dedicated to allowing Relevant Customers to lodge Complaints.
- 5 The means by which a Regulated Provider accepts Complaints:
 - (a) must be well publicised and readily available; and

- (b) should not unduly deter Relevant Customers from making a Complaint.

Information to the complainant about process and timeframe

- 6 After having received a Complaint, the Regulated Provider must promptly inform the Complainant of:
 - (a) the process it will follow to investigate the Complaint with a view to resolving it to the Complainant's satisfaction; and
 - (b) the timeframes in which the Regulated Provider will endeavour to carry out its investigation of the Complaint.

Taking steps to resolve complaints

- 7 A Regulated Provider must promptly take, and continue to promptly take, active steps to resolve the Complaint to the Complainant's satisfaction until the Complaint has been resolved or otherwise closed.

Telling the complainant of the outcome of the investigation into the complaint

- 8 The Regulated Provider must promptly tell the Complainant of the outcome of its investigation into the Complaint.
- 9 When telling the Complainant of the outcome of its investigation into the Complaint in accordance with paragraph 8, the Regulated Provider must also tell the Complainant:
 - (a) that the Regulated Provider may consider it reasonable to conclude that the Complaint has been resolved to the Complainant's satisfaction if the Regulated Provider promptly tells the Complainant of the outcome of its investigation into the Complaint and the Complainant does not let the Regulated Provider know within 28 days that they consider the Complaint remains unresolved; and
 - (b) where a copy of the Customer Complaints Code can be found on the Regulated Provider's website and the contact details for the ADR Scheme of which the Regulated Provider is a member.
- 10 Where requested by the Complainant, Regulated Providers must ensure that the information referred to in paragraphs 8 and 9 is issued in a Durable Medium.

Unresolved complaints and access to ADR

Issuing ADR letters

- 11 The Regulated Provider must immediately issue an ADR Letter to the Complainant at any time, where the following three cumulative criteria are met:
 - (a) the Regulated Provider has told the Complainant of the outcome of its investigation into the Complaint;

- (b) the Complainant has told the Regulated Provider that they consider the proposed outcome does not resolve the Complaint to their satisfaction; and
 - (c) the Regulated Provider does not intend to take additional steps to resolve the Complaint to the Complainant's satisfaction that would produce a different outcome.
- 12 The Regulated Provider must immediately issue an ADR Letter to the Complainant if the Complaint remains unresolved after 8 weeks have passed since the date on which the Complaint was first received, unless the Relevant Provider has already sent an ADR Letter in accordance with paragraph 11 above.
- 13 Any time a Regulated Provider is required to issue an ADR Letter under this Condition, the ADR Letter must comply with the following requirements:
- (a) it must be written in plain English;
 - (b) it must provide information solely about the Relevant Complaint;
 - (c) it must inform the Complainant that because the Complaint cannot be resolved to their satisfaction, they may exercise their right to take their Complaint to the ADR Scheme at no cost to the Complainant;
 - (d) it must provide the name and contact details of the body which administers the ADR Scheme of which the Regulated Provider is a member and state that the ADR Scheme is independent of the Regulated Provider; and
 - (e) it must be issued in a Durable Medium.

Closing complaints

- 14 The Regulated Provider must not close a Complaint unless:
- (a) the Complaint has been resolved in accordance with the circumstances set out in paragraph 15 below;
 - (b) an ADR Letter has been issued to the Complainant in accordance with paragraphs 11 or 12 above; or
 - (c) it is reasonable for the Regulated Provider to consider the Complaint to be frivolous or vexatious.
- 15 A Complaint has been resolved where:
- (a) the Complainant has expressly agreed that the Complaint has been resolved to the Complainant's satisfaction;
 - (b) it is reasonable for the Regulated Provider to conclude that the Complaint has been resolved to the Complainant's satisfaction because:

- (i) the Regulated Provider has informed the Complainant of the outcome of its investigation in accordance with paragraph 8 and complied with its obligations under paragraph 9; and
- (ii) the Complainant has not come back to the Relevant Provider within 28 days to say that they consider the Complaint remains unresolved (see paragraph 9(a)).

Section 2 – Customer complaints code

16 The Customer Complaints Code that Regulated Providers are required to have pursuant to Condition C4.2(b) must:

- (a) be concise and easy to understand;
- (b) only contain relevant information about how Complaints from Relevant Customers are handled and how, and when, Complainants can take their unresolved Complaints to the ADR Scheme.

17 The Customer Complaints Code must be kept up to date and include information about:

- (a) the contact details for making a Complaint to the Regulated Provider, including providing details about the means of lodging a Complaint required in paragraph 4 above;
- (b) the steps the Regulated Provider will take to investigate with a view to resolving a Complaint;
- (c) the timeframes in which the Regulated Provider will endeavour to resolve the Complaint;
- (d) the right for a Complainant to take their unresolved Complaint to the ADR Scheme after eight weeks have passed since the date on which the Complaint was received, and the circumstance (under paragraph 11 above) where the Complainant can do so at any time;
- (e) the name and contact details for the body which administers the ADR Scheme of which the Regulated Provider is a member.

18 The Customer Complaints Code must be well publicised and readily available, including ensuring that it is:

- (a) easily accessible on a webpage, with either:
 - (i) a weblink to the Customer Complaints Code being clearly visible on a Regulated Provider's primary webpage for existing Relevant Customers (i.e. '1 click' access); or
 - (ii) a weblink to the Customer Complaints Code being clearly visible on a 'how to complain' or 'contact us' page, which is directly accessible from a primary webpage for existing Relevant Customers (i.e. '2 click' access);
- (b) referred to in the terms and conditions for all relevant products and services, which should signpost Consumers to how they can access a copy of the Customer Complaints Code;

- (c) provided free of charge to Complainants upon reasonable request in hard copy or other format as agreed with the Complainant; and
- (d) made available on request, free of charge and in a format reasonably acceptable to any Relevant Customer who is blind or whose vision is impaired. An acceptable format would, for these purposes, consist of print large enough for those Relevant Customers to read, Braille or electronic format appropriate to the reasonable needs of the Relevant Customer.

Staff awareness of the regulated provider's customer complaints code

- 19 Regulated Providers must ensure that all staff who deal with Complaints (for example, front-line staff who are the first point of contact for Complainants and/or responsible for dealing with Complaints, and those staff to whom Complaints are escalated):
- (a) are fully informed of, and understand, the Customer Complaints Code; and
 - (b) know where, and how, to access the Customer Complaints Code on the Regulated Provider's website.

Section 3 – Record keeping

Record keeping for each complaint

- 20 For each Complaint received, the Regulated Provider must keep a record in writing of:
- (a) the date on which the Complaint was received;
 - (b) how the Complaint was made (for example, by email or by phone);
 - (c) the identity and contact details of the Complaint;
 - (d) a description of what the Complaint is about;
 - (e) all communications made or received between the Regulated Provider and the Complainant regarding the Complaint, including, as a minimum:
 - (i) the date on which the communication was made or received;
 - (ii) how the communication was made or received (for example, by email or by phone);
 - (iii) a description of what was contained in the communication (for example, advice given and/or action proposed to be taken and/or action agreed with the Complainant to be taken, to resolve the Complaint);
 - (iv) copies of any written communication; and
 - (f) the date on which the Complaint was resolved or otherwise closed.
- 21 Where the Complaint is resolved because:

- (a) the Complainant expressly agrees that the Complaint has been resolved to the Complainant's satisfaction, the Regulated Provider must keep a record in writing of that express agreement;
- (b) the conditions set out in paragraph 9(a) and (b) have been satisfied as a result of which the Regulated Provider can conclude that the Complaint has been resolved to the Complainant's satisfaction, the Regulated Provider must keep a record showing that those Conditions were met.

22 Where the Regulated Provider closes a Complaint on the basis of:

- (a) paragraph 14(b), a record must be retained of the ADR Letter and why it was issued;
- (b) paragraph 14(c), a record must be retained of why the Regulated Provider considered it reasonable to consider the Complaint to be frivolous or vexatious.

Monthly records

23 For each month, Regulated Providers must retain a record of the following:

- (a) the number of Complaints received in that month;
- (b) the number of ADR Letters sent in that month for unresolved Complaints in accordance with paragraph 12 (i.e. after eight weeks have passed);
- (c) the number of ADR Letters sent in that month for unresolved Complaints in accordance with paragraph 11 (i.e. at any time);
- (d) the number of Complaints resolved because the Complainant expressly agreed that the Complaint has been resolved to the Complainant's satisfaction;
- (e) the number of Complaints resolved because the conditions set out in paragraph 9(a) and (b) have been satisfied as a result of which the Regulated Provider can conclude that the Complaint has been resolved to the Complainant's satisfaction;
- (f) the number of Complaints closed on the basis of paragraph 14(c).

Retaining records

24 Regulated Providers must retain the written records referred to in paragraphs 20 to 23 for a period of at least twelve months after the Complaint was resolved or otherwise closed.

25 Regulated Providers must retain the written records referred to in paragraphs 20 to 23 in an appropriate format such that the records are:

- (a) clear in how they meet the requirements in those paragraphs; and
- (b) readily accessible in order to assist in effective compliance monitoring.

Section 4 – Information in bills on ADR

26 Every Bill provided to Relevant Customers who are Consumers, excluding Bills provided by SMS, must also include, in a reasonably prominent manner, relevant text regarding the right of Relevant Customers to take unresolved Complaints to the ADR Scheme. That text must:

- (a) provide the name and contact details of the body which administers the ADR Scheme of which the Regulated Provider is a member and state that the ADR Scheme is independent of the Regulated Provider;**
- (b) state that the ADR Scheme offers dispute resolution for Complaints at no cost to the Complainant;**
- (c) inform Relevant Customers that the ADR Scheme can normally only be accessed after eight weeks have passed since the Complaint was first made to the Regulated Provider; and**
- (d) refer to the Customer Complaints Code, and where it can be found on the Regulated Provider's website, for further information and, where possible, provide a web address for the Customer Complaints Code.**

C5 Measures to meet the needs of vulnerable and consumers and end-users with disabilities

15. SPECIAL MEASURES FOR END-USERS WITH DISABILITIES

This condition aims to ensure that communications providers give sufficient consideration to the particular needs of people with disabilities and people whose circumstances may make them vulnerable. It also aims to ensure that people with disabilities can obtain comparable access to public electronic communications services to that of non-disabled people and that their access to these services when they have a genuine need is protected.

Scope

- C5.1 This Condition applies to all providers of Public Electronic Communications Services, each of whom is a 'Regulated Provider' for the purposes of this Condition.

Policy for consumers whose circumstances may make them vulnerable

- C5.2 Regulated Providers must establish, publish and comply with clear and effective policies and procedures for the fair and appropriate treatment of Consumers whose circumstances may make them vulnerable.
- C5.3 Such policies and procedures must include, as a minimum:
- (a) practices for ensuring the fair and appropriate treatment of Consumers who the Regulated Provider has been informed or should otherwise reasonably be aware may be vulnerable due to circumstances such as age, physical or learning disability, physical or mental illness, low literacy, communications difficulties or changes in circumstances such as bereavement;
 - (b) how information about the needs of Consumers who the Regulated Provider has been informed or should otherwise reasonably be aware may be vulnerable will be recorded and the different channels by which these Consumers will be able to make contact with, and receive information from, the Regulated Provider; and
 - (c) how the impact and effectiveness of the policies and procedures are monitored and evaluated.
- C5.4 Regulated Providers must provide to Ofcom, on request, any information considered by Ofcom to be necessary to demonstrate compliance with this Condition.
- C5.5 Regulated Providers must ensure that all staff are made aware of the policies and procedures and appropriately trained, including (if applicable) on how to refer Consumers to specialist teams or members of staff who have received additional training.

Measures for end-users with disabilities

- C5.6** Regulated Providers must take the measures needed to meet the needs of End-Users with disabilities set out in Conditions C5.7 – C5.13 and take all reasonable steps to ensure that such measures are widely publicised, taking into consideration the need to disseminate information in appropriate formats through appropriate channels for End-Users with disabilities.⁸

Access to directory information

- C5.7**~~15.2~~ Subject to paragraph ~~15.10~~, the Communications ~~Regulated~~ Providers ~~shall~~ **must** ensure that any End-User of its services **the Publicly Available Telephone Services it provides** who is ~~so visually impaired or otherwise disabled as to be unable to~~ **easily** use a printed Directory **due to visual impairment or other disabilities**, can access, free of charge, Directory Information and Directory Enquiry Facilities in a form which is appropriate to meet their needs. The Communications ~~Regulated~~ Providers ~~shall~~ **must** ensure that such a Directory Enquiry Facility **Facilities** **is are** capable of connecting such an End-User to a requested Telephone Number at the request of that End-User.

Relay service

- C5.8**~~15.3~~ The Communications ~~Regulated~~ Providers ~~shall~~ **must** ensure that such of its Subscribers **any End-User of the Publicly Available Telephone Services it provides** who, because of their ~~this or her~~ disabilities, needs to make or receive calls in which some or all of the call is made or received in text format, ~~are able to~~ **can** access and use a Relay Service, including the receiving of calls made by End-Users irrespective of whether such End-Users have a disability **which has been approved by Ofcom**. Such Subscribers and End-Users, as the case may be, shall be charged for the conveyance of messages to which a Relay Service applies at no more than the equivalent price as if that conveyance had been made directly between the caller and the called person without use of a Relay Service. In making such charges, the Communications Provider shall apply a special tariff scheme designed to compensate Subscribers who, because of their disabilities, need to make calls to which a Relay Service applies for the additional time to make telephone calls using a Relay Service.
- ~~15.4~~ Subject to paragraph 15.10, the Communications Provider shall ensure that any End-Users of its services who need to make calls to which a Relay Service applies:
- ~~(a)~~ have access to Emergency Organisations, operator assistance services and a Directory Enquiry Facility using short code numbers; and
 - ~~(b)~~ are able to receive call progress voice announcements in a suitable form.

⁸ See Ofcom's guidance, which is available at https://www.ofcom.org.uk/data/assets/pdf_file/0015/81132/guidance.pdf

C5.9 In providing access to Relay Services under Condition C5.8, Regulated Providers must comply with the following requirements:

- (a) any charge for the conveyance of messages to which a Relay Service applies must not exceed the equivalent price as if that conveyance had been made directly between the caller and the called person without use of a Relay Service;**
- (b) in making the charges set out in Condition C5.9(a), Regulated Providers must apply a special tariff scheme designed to compensate Subscribers for the additional time taken by End-Users with disabilities to make telephone calls using a Relay Service where, because of their disabilities, those End-Users need to make calls using a Relay Service;**
- (c) Regulated Providers must ensure measures are taken to protect the confidentiality of communications between End-Users of the Relay Service;**
- (d) subject to Condition C3.11, Regulated Providers must ensure that the Relay Service is available for lawful use by End-Users at all times;**
- (e) Regulated Providers must ensure End-Users are not prevented from communicating with other End-Users of other approved Relay Services; and**
- (f) Regulated Providers must comply with any directions in respect of the Relay Service which Ofcom may make from time to time.**

~~15.5 By no later than 18 April 2014 a Relay Service provided by the Communications Provider to its Subscribers pursuant to paragraph 15.3 must:~~

- ~~(a) provide facilities for the receipt and translation of voice communications into text and the conveyance of that text to the terminal of End-Users of any provider of Publicly Available Telephone Services and vice versa;~~
- ~~(b) provide facilities for the receipt and transmission of voice communications in parallel with text communications, allowing both channels to work in tandem to deliver near synchronous voice and text;~~
- ~~(c) provide facilities for access to Emergency Organisations;~~
- ~~(d) subject to Conditions 3 and 13.1, be available for lawful use by End-Users at all times;~~
- ~~(e) be capable of being accessed by End-Users of the service from readily available compatible terminal equipment, including textphones, Braille readers, personal computers and mobile telephones;~~
- ~~(f) not prevent End-Users from communicating with other End-users of other approved Relay Services;~~
- ~~(g) provide facilities to allow End-Users, who because of their disabilities need to make calls using a Relay Service, to receive incoming calls via the Relay Service, without the calling party needing to dial a prefix;~~

- ~~(h) insofar as reasonably practicable, allow for communication between End Users of the service at speeds equivalent to voice communications;~~
- ~~(i) take measures to ensure the confidentiality of communications between End Users of the service;~~
- ~~(j) comply with any directions in respect of the service which Ofcom may make from time to time; and~~
- ~~(k) be approved by Ofcom for the purposes of this Condition 15.5.~~

Mobile SMS access to emergency organisations

C5.10~~15.8~~ Communications **Regulated** Providers **who are Mobile Service Providers** shall **must** provide **any** End-Users **of their Mobile Communications Services who has** with hearing or speech impairments with Mobile SMS Access to Emergency Organisations by using the emergency call numbers “112” and “999” at no charge.

Priority fault repair

C5.11~~15.6~~ Subject to paragraph 15.10, the Communications Provider **Regulated Providers** shall **must** provide a priority Fault Repair Service as swiftly as practicable to any Subscriber **End-User of their Fixed-line Telecommunications Service with a disability** disabilities who has a genuine need for an urgent repair. Charges for a priority Fault Repair Service shall **must** not exceed the Communications Provider’s **Regulated Provider’s** standard charge for a Fault Repair Service.

Third party bill management⁹

C5.12~~15.7~~ Subject to paragraph 15.10, the Communications Provider **Regulated Providers** shall **must make the following special measures available to any** ensure that such of its **their** Subscribers **with a disability** who are so disabled such that they are dependent on the telephone are able to participate in a scheme to safeguard telephone services to such Subscribers **needs assistance in managing his or her Bills for any Public Electronic Communications Service, at no cost to such a Subscriber.** The scheme shall:

- (a) enable such Subscribers to give prior notification to the Communications **Regulated** Provider of a nominee to whom:-
 - (i) that Subscriber’s telephone bill **Bill** shall initially be sent; or
 - (ii) any enquiry to establish why a telephone bill **Bill** has not been paid shall be made;
- (b) permit the nominee to pay that Subscriber’s bill **Bill** on their behalf;

⁹ See also Ofcom’s guide setting out the difference between third party bill management and power of attorney, which is available at <https://www.ofcom.org.uk/phones-telecoms-and-internet/advice-for-consumers/problems/power-of-attorney>

- (c) require the nominee to give prior consent to the ~~Communications~~**Regulated** Provider to act in such capacity; **and**
- (d) not require the nominee to accept liability to pay the ~~telephone bills~~**Bills** of that Subscriber; ~~and~~.
- ~~(e) be provided at no cost to such a Subscriber.~~

Bills and contracts in accessible format

C5.13~~15.9~~ Subject to paragraph ~~15.10~~, the ~~Communications~~**Regulated Providers** shall **must** make available, free of charge, and in a format reasonably acceptable to any Subscriber who is blind or whose vision is impaired, upon their request:

- (a) any contract (or any subsequent variation) with that Subscriber for the provision of ~~Publicly Available Telephone~~**Electronic Communications Services**, including any publicly available terms or conditions referred to in that contract or variation; **and**
- (b) any ~~bill~~**Bill** rendered **or made available** in respect of those services.

An acceptable format would, for these purposes, consist of print large enough for such Subscriber to read, Braille or an electronic format appropriate to the reasonable needs of the Subscriber.

~~15.10~~ — The ~~Communications Provider~~ shall take all reasonable steps to ensure that the services which it provides in order to comply with the obligations contained in paragraphs ~~15.1 to 15.9~~ above are widely publicised, taking into consideration the need to disseminate information in appropriate formats through appropriate channels for disabled End-Users.

Consultation with the Consumer Panel

C5.14~~15.1~~ The ~~Communications~~**Regulated** Providers shall **must** from time to time consult the Consumer Panel **on request** to ensure that the requirements and interests of disabled End-Users **with disabilities** and **Consumers whose circumstances may make them vulnerable** are fully taken into account in the development and provision of ~~its~~**their** services.

Data protection

C5.15 **This Condition applies subject to the requirements of Relevant Data Protection Legislation.**

~~15.11~~ — For the purposes of this Condition:

- ~~(a) “Communications Provider” means a person who provides Publicly Available Telephone Services;~~
- ~~(b) “Fault Repair Service” means a service consisting of such repair, maintenance, adjustment or replacement of any part of the Communications Provider’s~~

~~Electronic Communications Network, or such repair or adjustment of any connected or connectable network, or such repair or replacement for any Apparatus for which the Communication Provider has undertaken the responsibility for repair and maintenance, as is necessary to restore and maintain a sufficient service;~~

~~(c) "Mobile SMS Access" means the ability to send and receive Short Messages using an SMS defined by the European Telecommunications Standards Institute in the GSM (Global System for Mobile communications) or UMTS (Universal Mobile Telecommunications System) standards, or any other standard for mobile communications that is, or may be, adopted in the UK;~~

~~(d) "Relay Service" means any service which:~~

~~(i) has been approved by Ofcom to be a text relay service for the purposes of this Condition; and~~

~~(ii) as of 18 April 2014 complies with the requirements of paragraph 15.5;45~~

~~(e) "Short Message" means information that may be conveyed by means of the Short Message Service;~~

~~(f) "SMS" means Short Message Service, which is a text message delivered to a Subscriber's handset or, if SMS is superseded or withdrawn, an equivalent text communication sent directly to the Subscriber's handset;~~

~~(g) "Subscriber" means an End User who is party to a contract with the Communications Provider for the provision of Publicly Available Telephone Services.~~

C6 Calling line identification facilities

~~16. PROVISION OF ADDITIONAL FACILITIES~~

This condition requires communications providers to provide calling line identification facilities by default wherever technically feasible and economically viable, so that call recipients can identify the person calling them and choose whether or not to accept the call.

To assist with the identification of callers and reduce the incidence of nuisance calls, all communications providers should ensure that any telephone number associated with a call at the network level and/or presented to a call recipient is a valid, diallable number which enables the calling party to be identified, so that the call recipient can make a return call to that person.

Scope

C6.1 This Condition applies to all providers of Publicly Available Telephone Services and Public Electronic Communications Networks over which Publicly Available Telephone Services are provided, each of whom is a 'Regulated Provider' for the purposes of this Condition.

Provision of calling line identification facilities¹⁰

- C6.2 Regulated Providers must provide Calling Line Identification Facilities, and enable them by default, unless they can demonstrate that it is not technically feasible or economically viable to do so.
- C6.3 Regulated Providers must inform Subscribers if Calling Line Identification Facilities are not available on the service they are providing to those Subscribers.
- C6.4 When providing Calling Line Identification Facilities, Regulated Providers must:
- (a) ensure, so far as technically feasible, that any CLI Data provided with and/or associated with a call includes a valid, diallable Telephone Number which uniquely identifies the caller; and
 - (b) respect the privacy choices of End-Users.
- C6.5 Regulated Providers must not charge Subscribers any additional or separate fee for access to or use of standard Calling Line Identification Facilities.

Invalid and non-diallable CLI

C6.6 Where technically feasible, Regulated Providers must:

¹⁰ See also Ofcom's guidelines, which are available at: <https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-industry-guidance/calling-line-identification>

- (a) take all reasonable steps to identify calls in relation to which invalid or non-diallable CLI Data is provided; and
- (b) prevent those calls from being connected to the called party, where such calls are identified.

Data protection

C6.7 This Condition applies subject to the requirements of Relevant Data Protection Legislation.

~~16.1 The Communications Provider shall, subject to technical feasibility and economic viability, provide:~~

- ~~(a) tone dialling or dual-tone multi frequency operation, such that the network supports the use of DTMF Tones for end-to-end signalling throughout the network; and~~
- ~~(b) Calling Line Identification Facilities, in accordance with the requirements of Relevant Data Protection Legislation.~~

~~16.2 This Condition shall not apply to the extent that Ofcom directs that it shall not apply to Communications Providers in all or part of the United Kingdom on the basis that there is already sufficient access to these facilities in the relevant areas.~~

~~16.3 In this Condition,~~

- ~~(a) "Calling Line Identification Facilities" means facilities by which the Telephone Number of a calling party is presented to the called party prior to the call being established;~~
- ~~(b) "Communications Provider" means a person who provides a Public Communications Network;~~
- ~~(c) "DTMF Tones" means DTMF tones as defined in European Technical Standards Institute (ETSI) European Technical Report 207 (published September 1995).~~

C7 Switching

~~22. SERVICE MIGRATIONS AND HOME-MOVES~~

~~Communications Provider Migrations~~

This condition aims to protect domestic and small business customers during the process of switching their landline and/or broadband services, either when moving from one communications provider to another, or staying with the same communications provider when moving location, or changing services with the same communications provider.

Scope

C7.1 The provisions of this Condition apply as follows:

- (a)** Conditions C7.3 – C7.15 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or Broadband Services to Switching Customers when a Communications Provider Migration is taking place within Openreach's or KCOM's Access Network; and
- (b)** Conditions C7.16 – C7.20 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or Broadband Services to Switching Customers when a Migration is taking place within Openreach's or KCOM's Access Network.

C7.2 For the purposes of this Condition:

- (a)** any such Communications Provider is a 'Regulated Provider'; and
- (b)** any such Fixed-line Telecommunications Services and/or Broadband Services are 'Relevant Communications Services'.

Scope and Effect

~~22.1~~ Communications Providers shall comply with paragraphs 22.3 to 22.15, as applicable, in relation to Communications Provider Migrations of:

- ~~(a)~~ fixed-line Telecommunications Services provided within Openreach's Access Network;
- ~~(b)~~ fixed-line Telecommunications Services provided within KCOM's Access Network.

~~22.2~~ From the Harmonization Date, Communications Providers shall comply with paragraphs 22.3 to 22.15, as applicable, in relation to Communications Provider Migrations of:

- ~~(a)~~ Broadband Services provided within Openreach's Access Network.
- ~~(b)~~ Broadband Services provided within KCOM's Access Network.

Mis-selling Prohibition **Obligations to prevent mis-selling**

- C7.322.3** When selling or marketing **Relevant** Communications Services, **the Regulated Provider that is** the Gaining Provider must ~~not~~ **ensure that:**
- ~~(a) engage in dishonest, misleading or deceptive conduct;~~
 - ~~(b) engage in aggressive conduct;~~
 - ~~(c) contact the Customer in an inappropriate manner; or~~
 - ~~(d) engage in Slamming.~~
- (a) it does not engage in Slamming;**
- (b) any information it provides to the Switching Customer is accurate and not misleading, including information about:**
- (i) its Relevant Communications Services;**
 - (ii) the impact on other Relevant Communications Services which the Switching Customer is currently receiving, as a result of buying the Relevant Communications Services being sold or marketed by the Gaining Provider; and**
 - (iii) the impact on the Switching Customer's existing contractual obligations with other Regulated Providers, as a result of buying the Relevant Communications Services being sold or marketed by the Gaining Provider; and**
- (c) it asks Switching Customers if they also want the information provided in a Durable Medium and, if they do, the Regulated Provider must provide the information in that form.**

Information at point of sale

- C7.422.4** The **Regulated Provider that is the** Gaining Provider must take all reasonable steps to ensure that before entering into a contract for the provision of **Relevant** Communications Services, the **Switching** Customer who is requesting a Communications Provider Migration:
- (a) is authorised to do so;
 - (b) intends to enter into the contract; and
 - (c) is provided with the information set out below in a clear, comprehensible, prominent and accurate manner, in paper or another Durable Medium which is available or accessible to the **Switching** Customer or, where the **Switching** Customer enters into the contract during a sales call, by telephone:
 - (i) the identity of the legal entity the **Switching Customer** is contracting with and its telephone, website and/or e-mail contact details; **and**

- (ii) a description of the **Relevant** Communications Services requested; the key charges, including the minimum contract charges, and early termination charges, if applicable and, from (and including) the Effective Date and if the Customer is a Consumer, the Access Charge; payment terms; the existence of any termination right, termination procedures and the **Switching** Customer's right to cancel at no cost from the point of sale to the completion of the Transfer Period; the arrangements for provision of the service, including the order process and, as accurately as possible, the likely date of provision of the service and any minimum period of contract **Fixed Commitment Period. For the purposes of this provision, key charges include minimum contract charges, any Early Termination Charges and, if the Switching Customer is a Consumer, the Access Charge to be applied by the Regulated Provider for the purpose of calculating the amounts payable by that Switching Customer for calls to Unbundled Tariff Numbers in accordance with Condition B1.**

Switching Customer's termination rights

C7.22.5 Where the Regulated Provider is the Gaining Provider:

- (a) ~~When the~~ **Switching** Customer enters into a contract for the provision of **Relevant** Communications Services, the ~~Gaining~~**Regulated** Provider must allow the **Switching** Customer to terminate the contract from the point of sale to the completion of the Transfer Period without charge or any other form of compensation being required to be given by the Switching **Customer** to the ~~Gaining~~**Regulated** Provider; **and**

22.6—

- (b) ~~The~~ ~~Gaining~~**Regulated** Provider must have procedures in place to enable the **Switching** Customer to exercise their right to terminate their contract pursuant to Condition ~~22.7~~**C7.5** without unreasonable effort. These procedures must include the ability to contact the ~~Gaining~~**Regulated** Provider to terminate the contract by any of the following contact methods:

- ~~(a)~~**(i)** telephone;
~~(b)~~**(ii)** e-mail;
~~(c)~~**(iii)** post.

Records Retention

- C7.6**~~22.7~~ Without prejudice to paragraph ~~Condition 22.8~~**C7.7**, **the Regulated Provider that is** the Gaining Provider must use reasonable endeavours to create and keep all records regarding the sale of its **Relevant** Communications Services, for a period of not less than six months. Such records must include the date and approximate time of the contact with the **Switching** Customer, the means through which the ~~C~~contract was entered into, the place where the contract was entered into, where relevant, and be such as to allow

subsequent identification of the salesperson(s) involved and to assist in dealing with any complaint or query.

Record of consent

C7.7~~22.8~~ For each contract entered into with a **Switching** Customer for the provision of **Relevant** Communications Services, **the Regulated Provider that is** the Gaining Provider must create and keep individually retrievable records of the following, for a period of not less than twelve months:

- (a) a direct record of consent, as provided by the **Switching** Customer, to:
 - (i) migrate from the **Relevant** Communications Services supplied by the **Regulated Provider that is the** Losing Provider to the **Relevant** Communications Services supplied by the Gaining Provider; or, as relevant,
 - (ii) begin acquiring **Relevant** Communications Services over the Target Line;
- (b) a record of the** an explanation from the ~~Communications~~ **Regulated** Provider that they are required to create a record of the **Switching** Customer's consent;
- (c) the name and address of the **Switching** Customer;
- (d) the time, date and means by which the consent in sub-section (a) above was given;
- (e) where appropriate, the place where the consent in sub-section (a) above was given and the salesperson(s) involved;
- (f) the Target Address; and
- (g) where appropriate, the Calling Line Identification of the Target Line.

C7.8~~22.9~~ The **Regulated Provider that is the** Gaining Provider shall keep the records ~~required in accordance with paragraph Condition 22.8~~ **C7.7** irrespective of whether the contract for the provision of the **Relevant** Communications Services is cancelled or terminated **within the minimum twelve-month period specified in Condition C7.7.**

Notification Letters

C7.9~~22.10~~ When a **Switching Customer** enters into a contract for the provision of **Relevant** Communications Services, the **Regulated Provider that is the** Gaining Provider must send that **Switching** Customer a letter. The letter shall set out in clear and intelligible terms:

- (a) the date of the letter;
- (b) that the **Switching** Customer is transferring their **Relevant** Communications Services;
- (c) all **Relevant** Communications Services that will be transferred;
- (d) where relevant, the Calling Line Identification of all **Relevant** Communications Services that will be transferred;

- (e) a reasonable estimate of the Migration Date;
- (f) the right of the **Switching** Customer to terminate the contract as set out in Condition ~~22.5~~**C7.5**, the means by which the right to terminate can be exercised and the date by which the right to terminate must be exercised; and
- (g) relevant contact details.

C7.10~~22.11~~ The **Regulated Provider that is the** Losing Provider must, in accordance with the industry agreed process, send the ~~End-User~~**Switching Customer** a letter. The letter shall set out in clear, intelligible and neutral terms:

- (a) the date of the letter;
- (b) that the ~~End-User~~**Switching Customer** is transferring their **Relevant** Communications Services;
- (c) all **Relevant** Communications Services that will be transferred;
- (d) where relevant, the Calling Line Identification of all **Relevant** Communications Services that will be transferred;
- (e) all **Relevant** Communications Services or other types of services provided by the Losing Provider that the Losing Provider reasonably expects to be directly or indirectly affected by the transfer;
- (f) all **Relevant** Communications Services provided by the Losing Provider that the Losing Provider reasonably expects to remain unaffected by the transfer;
- (g) a reasonable estimate of the Migration Date; **and**
- (h) relevant contact details.

C7.11~~22.12~~ Where a contract is entered into with a **Switching** Customer for the provision of **Relevant** Communications Services, the letter sent by the **Regulated Provider that is the** Losing Provider in accordance with ~~paragraph~~ **Condition 22.11**~~C7.10~~ shall, in addition to the information listed therein, set out in clear, intelligible and neutral terms:

- (a) an explanation that the transfer will automatically take effect on the Migration Date and that no contact is required with the **Regulated Provider that is the** Losing Provider to cancel their existing service;
- (b) an explanation that after the transfer, the **Switching** Customer will receive a final ~~bill~~**Bill** including any Early Termination Charge that is due;
- (c) an explanation of the applicable Early Termination Charge as set out in the contract;
- (d) the means by which the Early Termination Charge must be paid;
- (e) the amount of the Early Termination Charge due at the estimated Migration Date; and

- (f) where applicable, the impact of the transfer on the prices of all continuing **Relevant** Communications Services.

C7.12~~22.13~~ The letters under paragraphs **Conditions** ~~22.10~~**C7.9** to ~~22.12~~**C7.11** must be sent in paper or another Durable Medium. ~~The letter~~**Such letters** must be sent by normal post, unless the **Switching** Customer has explicitly agreed to receive correspondence electronically, such as through verbal consent in a call or through electronic confirmation when ordering online.

Simultaneous transfers

C7.13~~22.14~~ **Where the Regulated Provider is** Where a Gaining Provider **which** elects to co-ordinate a Communications Provider Migration on behalf of a **Switching** Customer who has requested a transfer of Broadband and Fixed-line Telecommunications Services to be provided by it over the same line, it shall ensure that, as applicable, an order is submitted to Openreach or to KCOM, where available, for the simultaneous transfer with minimal loss of service of both **Relevant** Communications Services.

Reactive save

~~22.15~~ — Where the Losing Provider communicates with the Customer in order to comply with this Condition, it must not make any marketing statements or representations in the communication which may induce the Customer to terminate their contract with the Gaining Provider and/or remain in a contract with the Losing Provider.

~~Communications Provider Migrations without change of location within Openreach's or KCOM's Access Network~~

~~22.16~~ — In addition to paragraphs 22.1 to 22.15, as applicable, each Communications Provider shall comply with the provisions of Annex 1 to this Condition in each instance where it is a Gaining Provider which elects to co-ordinate a Communications Provider Migration on behalf of a Customer, involving:

- ~~(a) fixed-line Telecommunications Services provided within Openreach's Access Network; or,~~
- ~~(b) fixed-line Telecommunications Services provided within KCOM's Access Network.~~

~~22.17~~ — From the Harmonisation Date, and in addition to paragraphs 22.1 to 22.15, as applicable, each Communications Provider shall comply with the provisions of Annex 1 to this Condition in each instance where it is a Gaining Provider which elects to co-ordinate a Communications Provider Migration on behalf of a Customer, involving Broadband Services provided within Openreach's or KCOM's Access Network.

~~22.18~~ — Where paragraphs 22.16 and 22.17 apply, each Communications Provider shall ensure that the End-User is not required to make contact with the Losing Provider in order for a Communications Provider Migration to be put into effect.

~~22.19 — Where paragraphs 22.16 and 22.17 apply, and without prejudice to the generality of paragraph 22.18, a Losing Provider shall not require, in particular, the granting of consent by it, nor the provision of any information (such as a MAC) by it to the End-User, in order for a Communications Provider Migration to be put into effect.~~

~~22.20 — Paragraphs 22.16 to 22.19 only apply where the Communications Provider Migration does not involve a change of the location where the Communications Services are supplied.~~

- C7.14 Where the Regulated Provider is a Gaining Provider which elects to co-ordinate a Communications Provider Migration, on behalf of a Switching Customer, and which does not involve a change of the location where the Relevant Communications Services are supplied:**
- (a) both the Gaining Provider and the Regulated Provider that is the Losing Provider shall comply with the provisions of Annex 1 to this Condition;**
 - (b) both the Gaining Provider and the Regulated Provider that is the Losing Provider shall ensure that the Switching Customer is not required to make contact with the Losing Provider in order for a Communications Provider Migration to be put into effect;**
 - (c) the Regulated Provider that is the Losing Provider shall not require, in particular, the granting of consent by it, nor the provision of any information by it to the Switching Customer, in order for a Communications Provider Migration to be put into effect.**

~~Migrations of Broadband Services within the Openreach Access Network prior to the Harmonisation Date~~

~~22.21 — Prior to the Harmonisation Date, Communications Providers shall comply with the provisions of the MAC Broadband Migrations Process, at the request of an End-User to migrate (or where applicable, connect) a Broadband Service falling within paragraph A3.2 of Annex 3 to this Condition within Openreach's Access Network.~~

~~Home moves within Openreach's or KCOM's Access Network~~

~~22.22 — In addition to paragraphs 22.1 to 22.15, each Communications Provider shall comply with the provisions of Annex 2 to this Condition, in each instance where it is a Gaining Provider which elects to carry out a Working Line Takeover within Openreach's or KCOM's Access Network (as applicable) pursuant to a Home-Move Request.~~

- C7.15 Where the Regulated Provider is a Gaining Provider which elects to carry out a Working Line Takeover within Openreach's or KCOM's Access Network (as applicable) pursuant to a Home-Move Request, it shall comply with the provisions of Annex 2 to this Condition.**

~~Migrations of Broadband Services within KCOM's Access Network prior to the Harmonisation Date~~

~~22.23~~ Prior to the Harmonisation Date, Communications Providers shall, pursuant to a request by an End-User to migrate (or where applicable, connect) a Broadband Service provided over KCOM's Access Network, comply with the provisions of Annex 3 to this Condition.

Other ~~M~~migrations of ~~B~~broadband ~~S~~services

~~22.24~~ Prior to the Harmonisation Date, Communications Providers shall comply with the requirements set out in Condition A3.23 of Annex 3 to this Condition in relation to Migrations of Broadband Services not falling within the scope of paragraph 22.21.

C7.16~~22.25~~ From the Harmonisation Date, Communications Providers shall ~~in~~ relation to Migrations of Broadband Services not falling within the scope of paragraph ~~22.17~~**C7.14, Regulated Providers shall:**

- (a) facilitate the migration~~Migration~~ (or where applicable, connection) of the Broadband Service in a manner that is fair and reasonable;
- (b) ensure that the migration~~Migration~~ (or where applicable, connection) of the Broadband Service is carried out within a reasonable period; and
- (c) ensure that the migration~~Migration~~ (or where applicable, connection) of the Broadband Service is carried out with minimal loss of the Broadband Service.

General requirements

Responsibility

C7.17~~22.26~~ Where Communications~~Regulated~~ Providers engage representatives or agents, they shall procure that such representatives or agents comply with the requirements of this Condition.

Training

C7.18~~22.27~~ Communications~~Regulated~~ Providers must ensure that their staff or any representatives of any agency engaged by them, are appropriately trained to comply with this Condition.

Monitoring

C7.19~~22.28~~ Communications~~Regulated~~ Providers must monitor, including conducting regular audits, their compliance with this Condition, including compliance on their behalf by any representatives or agency engaged by them, and take appropriate steps to prevent the recurrence of any problem(s) identified.

Publication of ~~I~~information

C7.20~~22.29~~ Communications~~Regulated~~ Providers must:

- (a) publish a copy of this Condition **C7**, or a link to a copy of this Condition **C7**, published on Ofcom's website, in an easily accessible and reasonably prominent manner on their website or, where there is no such website, in such manner and

~~form as directed by Ofcom by making it available in their registered office during normal office hours for inspection free of charge by members of the general public; and~~

- (b) provide a copy of this Condition **C7** to the **Switching** Customer free of charge upon reasonable request.

Annex 1 to Condition 22

[see Condition 7.14(a)]

Notification of ~~T~~transfer

- A1.1 Where a Gaining Provider elects to co-ordinate a Communications Provider Migration on behalf of a **Switching** Customer who has requested to transfer to a **Relevant** Communications Service supplied by it, that Gaining Provider shall, within a reasonable time, ensure a Transfer Order is placed.

Cancel ~~O~~ther

- A1.2 The Losing Provider shall only be permitted to use Cancel Other in the following circumstances:
- (a) where Slamming has occurred;
 - (b) at the **Switching** Customer's request, where the Gaining Provider has failed to cancel the Transfer Order after being directed by the Customer to do so ("Failure to Cancel");
 - (c) where the telephone line is or will be, ceased during the Transfer Period ("Line Cease");
 - (d) for other specified reasons not related to a **Switching** Customer's request to cancel a transfer, as agreed by the relevant industry forum and approved by Ofcom; and
 - (e) in such other circumstances as ~~defined~~**directed** by Ofcom.
- A1.3 Before using Cancel Other in cases of Slamming and/or Failure to Cancel, the Losing Provider shall take reasonable steps to establish that Slamming and/or Failure to Cancel has actually taken place.
- A1.4 After using Cancel Other, the Losing Provider shall confirm the cancellation of the order by Durable Medium to the **Switching** Customer, unless this is not possible or appropriate, including where the **Switching** Customer is deceased.
- A1.5 The Losing Provider shall record its reasons for using Cancel Other in each case, selecting the appropriate reason code from a list corresponding to permitted use of Cancel Other and consistent with **one of the circumstances (a) to (d) set out below** paragraphs 22.30 (mm)(c)(i) to (iv), as agreed by the industry and approved by Ofcom:
- (a) where the Switching Customer has never contacted, or has never been contacted by, the Gaining Provider;**
 - (b) where the Switching Customer has contacted, or has been contacted by, the Gaining Provider, but has not given the Gaining Provider authorisation to transfer some or all of their Relevant Communications Services;**

- (c) where the Switching Customer has agreed to purchase a product or service from the Gaining Provider and the Gaining Provider has submitted an order for a different product or service which the Switching Customer has not agreed to purchase; or
- (d) where the Switching Customer has agreed to transfer some or all of their Relevant Communications Services to the Gaining Provider having understood as a result of a deliberate attempt by the Gaining Provider to mislead, that they are making an agreement with a different Regulated Provider.

Annex 2 to Condition 22

[see Condition C7.15]

Working Line Takeovers

- A2-1 Subject to paragraphs A2-2 and A2-3 **of this Annex**, ~~where~~ **where a Regulated Communications Provider that is** a Gaining Provider elects to carry out a Working Line Takeover pursuant to a Home-Move Request that Gaining Provider shall ensure a Working Line Takeover Order is placed.

Asset identification

- A2-2 Before a Working Line Takeover Order is placed, a Gaining Provider shall take reasonable steps, having regard to industry best practice, to identify the Target Line.
- A2-3 A Gaining Provider may only place a Working Line Takeover Order if it has identified an exact match for the Target Line.

Notification Letter

- A2-4 After being notified of the Working Line Takeover Order, the Incumbent Communications Provider shall send the Incumbent-End-User **Switching Customer** a letter, in accordance with the industry agreed process, in paper or another Durable Medium, which clearly sets out:
- (a) the date of the letter;
 - (b) a notification that an Inbound **Switching** Customer ~~or End-User~~ wants to take over the Target Line;
 - (c) all **Relevant** Communications Services directly affected by the Working Line Takeover;
 - (d) where relevant, the Calling Line Identification of all **Relevant** Communications Services that are directly affected;
 - (e) the expected Migration Date;
 - (f) that the Incumbent-End-User **Switching Customer** should notify the Incumbent Communications Provider if that Incumbent-End-User **Switching Customer** is not moving out of the Target Address or expects to move at a later date than the expected Migration Date; **and**
 - (g) the relevant contact details.
- A2-5 The letter must be sent by post, unless the **Switching** Customer has explicitly agreed to receive correspondence electronically, such as through verbal consent in a call or through electronic confirmation when ordering online.

Annex 3 to Condition 22

~~MAC Broadband Migrations Process~~

- A3.1 ~~———— Prior to the Harmonisation Date, the Communications Provider shall, at the request of:~~
- ~~(a) an End User of the Communications Provider; or~~
 - ~~(b) another Communications Provider who acquires a Broadband Service from the Communications Provider,~~
- ~~issue a MAC for a Broadband Service where the Broadband Service is a service to which the MAC Broadband Migrations Process applies.~~
- A3.2 ~~———— The MAC Broadband Migrations Process applies to the supply by the Communications Provider of all DSL services, with the exception of those DSL services that are required to be migrated by means of a process that relates to the supply of a Fixed-Line Telecommunications Service supplied in conjunction with the DSL service.~~
- A3.3 ~~———— The Communications Provider shall take reasonable steps to validate the identity of an End User who has contacted the Communications Provider to request a MAC for a Broadband Service, before issuing a MAC to the End User.~~
- A3.4 ~~———— The Communications Provider shall provide its End Users with two or more of the following contact methods:~~
- ~~(a) Telephone numbers;~~
 - ~~(b) Email address; and~~
 - ~~© Postal address,~~
- ~~for the purposes of an End User contacting the Communications Provider to obtain a MAC,~~

~~Issuing MACs to End Users~~

- A3.5 ~~———— The Communications Provider shall communicate the MAC to the End User in writing by letter and/or by email within five working days of receipt of the End User's request save for A3.6.~~
- A3.6 ~~———— Where the Communications Provider has issued the MAC to the End User over the telephone (including details about the MAC validity period and expiry date and the Broadband Service to which the MAC relates), the Communications Provider is not required to communicate the MAC to the End User in writing.~~
- A3.7 ~~———— The written response (email or letter) to the End User containing the MAC shall clearly indicate:~~
- ~~(a) The MAC (or MACs);~~
 - ~~(b) The MAC validity period and expiry date; and~~

~~(c) The Broadband Service(s) to which the MAC(s) applies.~~

A3.8 — At any time prior to the expiry of the MAC validity period, the Communications Provider shall remind the End User of the MAC if requested by the End User.

A3.9 — Where a MAC has already been requested and provided, the Communications Provider shall not impose any limits on the number of additional times an End User may request the provision of a new MAC in relation to the Broadband Service, following the expiry of any other MACs.

A3.10 — The Communications Provider shall issue a MAC to the End User free of charge.

Refusal to issue a MAC

A3.11 — The Communications Provider shall only refuse to issue a MAC to their End User if:

~~(a) the Communications Provider has, by taking reasonable steps, been unable to validate the identity of the person requesting the MAC as the End User;~~

~~(b) the Broadband Service contract has already been terminated;~~

~~(c) a MAC which is still within its MAC validity period has already been requested and issued by the Communications Provider in relation to the Broadband Service;~~

~~(d) the Communications Provider has already submitted a Cease Request for the Broadband Service; and~~

~~(e) the Communications Provider is unable to obtain a MAC from a Broadband Network Communications Provider.~~

A3.12 — Where the Communications Provider is unable to, or refuses to, provide a MAC to the End User, the Communications Provider shall provide the End User with a clear explanation of why the MAC has not been provided.

Cease requests and notice to terminate a Broadband Service

A3.13 — The Communications Provider shall not issue a Cease Request for the Broadband Service unless the Communications Provider has established that the End User does not wish to transfer the Broadband Service to another Communications Provider.

A3.14 — The Communications Provider shall, when issuing a MAC, confirm to the End User that any previous termination by the End User has been revoked, and shall ensure that any current or pending termination actions are cancelled.

MAC validity and migration dates

A3.15 — The Communications Provider shall not terminate the Broadband Service on account of the MAC validity period expiring unless the Communications Provider has received notification that the End User's Broadband Service has been migrated to another Communications Provider.

~~A3.16 — Where a Customer provides a MAC within its validity period, together with a request to effect a transfer of the Broadband Service to the Communications Provider, the Communications Provider shall proceed with the migration and inform the Customer of the Default Migration Date.~~

~~A3.17 — The Communications Provider shall, at the request of a Customer up until one Working Day prior to the Default Migration Date:~~

- ~~(a) accept a request to extend the Default Migration Date to a later Migration Date (“Requested Migration Date”), provided the MAC validity period has not expired within five days of the Requested Migration Date; or~~
- ~~(b) cancel the Default Migration Date or Requested Migration Date.~~

Erroneous MAC migrations

~~A3.18 — The Communications Provider shall provide a recovery process so that in the event of an erroneous migration effected by way of a MAC, the End-User’s Broadband Service can be restored to the original Communications Provider with minimum disruption.~~

Information about the MAC Broadband Migration Process

~~A3.19 — The Communications Provider shall publicise the availability of the MAC Broadband Migrations Process to End-Users, including providing the following information:~~

- ~~(a) an explanation of how the MAC is used to facilitate the transfer of a Broadband Service to another Communications Provider;~~
- ~~(b) details of how an End-User may request a MAC from the Communications Provider, such as telephone, email and postal contact details;~~
- ~~(c) reasons why the Communications Provider may not be able to issue a MAC;~~
- ~~(d) details of the complaints handling process for complaints about a failure by the Communications Provider to issue a MAC;~~
- ~~(e) alternative migration options for an End-User if the Communications Provider cannot issue a MAC for the Broadband Service;~~
- ~~(f) the default Migration Date that applies when a MAC is provided to the Communications Provider by a Customer for the purposes of transferring the Broadband Service to the Communications Provider; and~~
- ~~(g) any options available to the End-User to request a Migration Date later than the Default Migration Date.~~

~~A3.20 — Publication of the information set out in A3.19 above shall be effected by publishing the information on the Communications Provider’s website, and by sending a copy of the information if so requested by an End-User.~~

Complaints about the MAC Broadband Migrations Process

~~A3.21 — The Communications Provider shall handle complaints from End Users in relation to a decision to refuse, or a failure by, the Communications Provider to issue a MAC, as part of its existing complaints handling processes.~~

Broadband Network Services

~~A3.22 — Where the Communications Provider provides Broadband Network Services, the Communications Provider shall also ensure that it:~~

- ~~(a) effects the transfer of a Broadband Service on the Default Migration Date, unless a later Migration Date has been requested by the Communications Provider for the transfer to be effected;~~
- ~~(b) notifies the Communications Provider who formerly provided the Broadband Service of the date that the transfer has been effected to another Communications Provider; and~~
- ~~(c) has a process that enables an erroneous service migration effected using a MAC to be reversed, so that the Broadband Service can be restored to the original Communications Provider who requested the MAC.~~

Broadband Migrations

~~A3.23 — All Communications Providers pursuant to a request by an End User, a Customer or another Communications Provider to migrate (or where applicable, connect) a Broadband Service shall, where the provisions of the MAC Broadband Migrations Process do not apply to the Communications Provider in relation to this Broadband Service:~~

- ~~(a) facilitate the migration (or where applicable, connection) of the Broadband Service in a manner that is fair and reasonable;~~
- ~~(b) ensure the migration (or where applicable, connection) of the Broadband Service is carried out within a reasonable period;~~
- ~~(c) ensure that the migration (or where applicable, connection) of the Broadband Service is carried out with minimal loss of the Broadband Service~~
- ~~(d) assist with, and facilitate requests for, the migration (or where applicable, connection) of a Broadband Service provided by another Communications Provider, in instances where the other Communications Provider has failed to, or refused to, comply with the MAC Broadband Migrations Process, in a manner that is fair and reasonable.~~

Definitions

~~A3.24 — For the purposes of this Annex:~~

- ~~(a) “Broadband Network Communications Provider” means a Communications Provider that provides Broadband Network Services;~~

- ~~(b) “Broadband Network Services” means services that:~~
- ~~i. generate a MAC in relation to a Broadband Service provided by the Communications Provider to an End User or to another Communications Provider;~~
 - ~~ii. effect a transfer of a Broadband Service from one Communications Provider to another Communications Provider using the MAC issued in relation to that Broadband Service; and~~
 - ~~iii. effect the cease of a Broadband Service from the Communications Provider at the request of the Communications Provider;~~
- ~~(c) “Cease Request” means a direction given by a Communications Provider to a Broadband Network Communications Provider in relation to a Broadband Service, with the intention being to terminate the provision of that Broadband Service;~~
- ~~(d) “Default Migration Date” means five Working Days after the MAC is provided by a Communications Provider to a Broadband Network Communications Provider;~~
- ~~(e) “MAC validity period” means the period extending up to 17.00 on the thirtieth calendar day from issue (either verbally or in writing, whatever comes first) by the Communications Provider.~~

C8 Sales and marketing of mobile communications services

~~23. SALES AND MARKETING OF MOBILE TELEPHONY SERVICES~~

This condition aims to protect domestic and small business customers by ensuring communications providers observe certain obligations when selling and marketing their mobile call and text services. It also requires communications providers to put in place certain minimum standard provisions in respect of the sales and marketing behaviour of their retailers.

Scope

C8.1 This Condition applies to any Communications Provider which provides a Mobile Communications Service to Domestic and Small Business Customers, including any SMS service sold as part of the package, except that Conditions C8.4(b)(iii), C8.5 and C8.7 to C8.11 do not apply to Prepaid Mobile Services and SIM Only Contracts. For the purposes of this Condition:

- (a) each of these Communications Providers is a 'Regulated Provider';
- (b) any such Mobile Communications Service are 'Relevant Mobile Services'; and
- (c) any such Domestic and Small Business Customers are 'Relevant Customers'.

~~23.1~~ A Mobile Service Provider must comply with this General Condition with respect to a Customer of its Mobile Telephony Services, except that clauses ~~23.4(b)(iv) and 23.5~~ ~~23.10~~ do not apply to Prepaid Mobile Telephony Services and SIM Only Contracts.

Obligations to prevent mis-selling prohibition

C823.2 When selling or marketing ~~Mobile Telephony~~ **Relevant Mobile** Services, the ~~Mobile Service~~ **Regulated** Providers must ~~not~~ **ensure that**:

- ~~(a) engage in dishonest, misleading or deceptive conduct;~~
- ~~(b) engage in aggressive conduct; or~~
- ~~(c) contact the Customer in an inappropriate manner.~~

- (a) any information they provide to Relevant Customers is accurate and not misleading; and
- (b) they ask Relevant Customers if they also want the information to be provided in a Durable Medium and, if they do, Regulated Providers must provide the information in that form.

Publication of relevant obligations

C823.3 ~~The Mobile Service Provider~~ **Regulated Providers** must:

- (a) publish a comprehensive summary of ~~its~~ **their** obligations under this General Condition ~~23~~ **C8** in an easily accessible and reasonably prominent manner on ~~its~~ **their** website or, where there is no such website, **in such manner and form as**

directed by Ofcom by making it available in its registered office during normal office hours for inspection free of charge by members of the general public; and

- (b) provide a copy of this General Condition **C8** to a **Relevant** Customer free of charge upon reasonable request.

Obligation with regards to ~~M~~mobile ~~S~~service ~~R~~etailers

- C823.4** Where the ~~Mobile Service~~**Regulated** Provider contracts with or appoints a Mobile Service Retailer directly in order to sell or market the ~~Mobile Service Provider's Mobile Telephony Services~~ **Regulated Provider's Relevant Mobile Services** it must ensure, and where a third party acting on behalf of the ~~Mobile Service~~**Regulated** Provider contracts with or appoints a Mobile Service Retailer in order to sell or market the ~~Mobile Service Provider's Mobile Telephony Services~~**Regulated Provider's Relevant Services**, the ~~Mobile Service~~**Regulated** Provider must use reasonable endeavours to ensure, that:
- (a) the Mobile Service Retailer is aware of ~~this General Condition~~ **C8**;
 - (b) provisions are in place which require the Mobile Service Retailer **to ensure that:**
 - (i) ~~not to engage in dishonest, misleading or deceptive conduct~~ **any information it provides to Relevant Customers is accurate and not misleading;**
 - (ii) ~~not to engage in aggressive conduct~~ **it asks Relevant Customers if they also want the information to be provided in a Durable Medium and, if they do, the Mobile Service Retailer must provide the information in that form; and**
 - (iii) ~~not to contact a Customer in an inappropriate manner; and~~
 - (iv) ~~to~~ **it** creates and keeps records about the sale of the ~~Mobile Service Provider~~ **Regulated Provider's Relevant Mobile Services** for a period of not less than six months and, where applicable, about a related sales incentive as referred to in ~~General Condition 23.10~~ **C8.11**, for a period of not less than ninety days after the date by which this sales incentive has to be fully redeemed, but not less than six months;
 - (c) the ~~Mobile Service Provider~~**Regulated Provider** monitors the Mobile Service Retailer's compliance with the provisions referred to in ~~General Condition 23~~ **C8.4(b)**; and
 - (d) non-compliance by the Mobile Service Retailer with the provisions referred to in ~~General Condition 23~~ **C8.4(b)** is appropriately sanctioned by the ~~Mobile Service~~ **Regulated** Provider.

Relevant ~~M~~mobile ~~S~~service – ~~I~~information at ~~P~~point of ~~S~~sale

- C823.5** The ~~Mobile Service Provider~~ **Regulated Providers** must use reasonable endeavours to ensure that before entering into or amending a contract for a ~~Mobile Telephony~~ **Relevant Mobile** Service, ~~the customer~~ **a Relevant Customer**:
- (a) is authorised to do so;

- (b) intends to enter into this contract; and
- (c) is provided with the information set out below in a clear, comprehensible and accurate manner in ~~paper or another~~ **a Durable Medium** which is available or accessible to the **Relevant** Customer or, where the **Relevant** Customer enters into or amends the contract during a sales call, by telephone:
 - (i) the identity of the legal entity the **Relevant** Customer is contracting with; its address and telephone, fax and/or e-mail contact details; **and**
 - (ii) a description of the **Relevant** Mobile ~~Telephony~~ Service; the key charges ~~(including minimum contract charges, any early termination charges, if applicable and, from (and including) the Effective Date and if the Customer is a Consumer, the Access Charge)~~; payment terms; the existence of any termination right, including termination procedures; the likely date the **Relevant** Mobile ~~Telephony~~ Service will be provided, in case the provision of the **Relevant** Mobile ~~Telephony~~ Service is not immediate; and any ~~minimum period of contract~~ **Fixed Commitment Period. For the purposes of this provision, key charges include minimum contract charges, any Early Termination Charges and, if the Relevant Customer is a Consumer, the Access Charge to be applied by the Regulated Provider for the purpose of calculating the amounts payable by that Relevant Customer for calls to Unbundled Tariff Numbers in accordance with Condition B1.**

Where the **Relevant** Customer enters into a contract during a sales call, in addition to the oral provision of this information the **Regulated** ~~Mobile Service~~ Provider must use reasonable endeavours to ensure that this information is sent to the **Relevant** Customer in good time following the call in ~~paper or another~~ **a Durable Medium**.

Provision of ~~R~~ **Relevant M** ~~m~~ **obile S** ~~s~~ **ervices**

C8.6 Regulated Providers must ensure that the Relevant Mobile Services that they have contracted with each Relevant Customer to provide are available to each Relevant Customer to receive.

Records retention

C823.67 Where the **Regulated** ~~Mobile Service~~ Provider acts as a Mobile Service Retailer, it must create and keep records about the sale of its **Relevant** Mobile ~~Telephony~~ Services for a period of not less than six months and, where applicable, about a related sales incentive as referred to in ~~General Condition 23.10~~ **C8.11**, for a period of not less than ninety days after the date by which this sales incentive has to be fully redeemed, but not less than six months. Such records must include the date of the sale, the means through which the contract was entered into and the place where the contract was entered into, where applicable.

Training

C8.8~~23.7~~ The ~~Mobile Service Provider~~ **Regulated Providers** must use reasonable endeavours to ensure that processes are in place which ~~assure~~ **ensure** that a Mobile Service Retailer is appropriately trained to comply with this General Condition **C8**.

Due diligence

C8.9~~23.8~~ Where the **Regulated** ~~Mobile Service Provider~~ contracts with or appoints a Mobile Service Retailer directly in order to sell or market the ~~Mobile Service Provider's Mobile Telephony Services~~ **Regulated Provider's Relevant Mobile Services** it must ensure that, and where a third party acting on behalf of the ~~Mobile Service~~ **Regulated** Provider contracts with or appoints a Mobile Service Retailer in order to sell or market the ~~Mobile Service Provider's Mobile Telephony Services~~ **Regulated Provider's Relevant Mobile Services** the ~~Mobile Service~~ **Regulated** Provider must use reasonable endeavours to ensure that, it, or a person acting on its behalf, carries out and retains a record of the following minimum procedures with regards to any Mobile Service Retailer, contracted or appointed to sell or market the ~~Mobile Service Provider's Mobile Telephony Services~~ **Regulated Provider's Relevant Mobile Services**:

- (a) a credit reference search and check that the Mobile Service Retailer does not have a history of failing to meet its financial undertakings to creditors;
- (b) a check that any director of a Mobile Service Retailer concerned has not **been subject to a period of disqualification from acting as a director, or has not** been a director of a third party that has filed for bankruptcy or gone into administration; and
- (c) appropriate checks to ensure that any due diligence information referred to in ~~this General Condition 23.8~~ **C8.9** remains up-to-date and relevant.

These procedures must be carried out before contracting with or appointing the Mobile Service Retailer.

Use of information for the purpose of monitoring compliance

C8.10~~23.9~~ Where a **Regulated** ~~Mobile Service Provider~~ acquires information from a Mobile Service Retailer for the purpose of monitoring compliance with this General Condition, the **Regulated** ~~Mobile Service Provider~~ shall use that information solely for the purpose for which it was supplied and keep the information confidential. For the avoidance of doubt, the **Regulated** ~~Mobile Service Provider~~ shall not pass the information on to any other party (including its subsidiaries or partners) for whom such information could provide a competitive advantage.

Sales Incentives – Information at Point of Sale

C8.11~~23.10~~ The ~~Mobile Service Provider~~ **Regulated Providers** must use reasonable endeavours to ensure that where a Mobile Service Retailer offers to a **Relevant** Customer a sales incentive, from which the **Relevant** Customer does not benefit immediately and which the **Relevant** Customer is entitled to receive after entering into the contract for the

Relevant Mobile Telephony Service, the terms and conditions of such an offer are not unduly restrictive and that a **Relevant** Customer is provided with the following information in a clear, comprehensible and accurate manner in ~~paper or another~~ a Durable Medium, or, where the sales incentive offer is made during a sales call, by telephone:

- (a) the identity of the legal entity which makes the sales incentive offer and undertakes to meet the obligation(s) tied to this offer; its address; and telephone, fax and/or e-mail contact details;
- (b) a description of the sales incentive itself; and
- (c) the terms and conditions of the sales incentive, including a detailed and clear explanation as to the process the **Relevant** Customer has to follow to obtain the sales incentive.

C8.12 Where the sales incentive offer is made during a sales call, in addition to the oral provision of this information, the ~~Mobile Service~~ Regulated Provider must use reasonable endeavours to ensure that this information is sent to the Relevant Customer in good time following the call in ~~paper or another~~ a Durable Medium.

~~23.11~~ For the purpose of this Condition: ~~103~~

- ~~(a) "Access Charge" means the rate to be charged by the Mobile Service Provider to the Customer in respect of the retail and origination of a call to an Unbundled Tariff Number in accordance with General Condition 17;~~
- ~~(b) "Consumer" has the meaning given to that term in General Condition 17;~~
- ~~(c) "Customer" means Domestic and Small Business Customer as defined in section 52 (6) of the Act;~~
- ~~(d) "Durable Medium" means a medium on which a Customer can store and retrieve unaltered information for a period of time adequate for the purposes of the information;~~
- ~~(e) "Effective Date" has the meaning given to that term in General Condition 17;~~
- ~~(f) "Mobile Service" means a service consisting in the conveyance of signals, by means of a mobile Public Electronic Communications Network, through the agency of Wireless Telegraphy to or from Apparatus designed or adapted to be capable of being used while in motion;~~
- ~~(g) "Mobile Telephony Service" means a Publicly Available Telephone Service that is a Mobile Service (and includes any SMS service sold as part of the package)~~
- ~~(h) "Prepaid Mobile Telephony Service" means a Mobile Telephony Service for which the Customer pays charges in advance of the service being provided;~~
- ~~(i) "Mobile Service Provider" means the provider of a Mobile Telephony Service;~~

- ~~(j) "Mobile Service Retailer" means any person who sells or markets a Mobile Telephony Service directly to a Domestic or Small Business Customer;~~
- ~~(k) "SIM Only Contract" means a contract for a Mobile Telephony Service where the Customer only obtains a Subscriber Identity Module ('SIM') card from the Mobile Service Provider and the notice period for cancelling this contract does not exceed one calendar month; and~~
- ~~(l) "Unbundled Tariff Number" has the meaning given to that term in General Condition 17.~~

Definitions

GC 17 **'Access Charge'** means a rate set by a Communications Provider in accordance with paragraph **Condition 17.25B1.22** in respect of the retail and origination of a call to an Unbundled Tariff Number and its conveyance up to and including the Assumed Handover Point for the purpose of calculating the amount payable by a Consumer for making such a call;

GC 22 **"Access Charge"** means the rate to be charged by the Mobile Service Provider to the Customer in respect of the retail and origination of a call to an Unbundled Tariff Number in accordance with General Condition 17;

GC 23 **"Access Charge"** means the rate to be charged by the Mobile Service Provider to the Customer in respect of the retail and origination of a call to an Unbundled Tariff Number in accordance with General Condition 17;

'Access Charge Element' means, in respect of a call to an Unbundled Tariff Number retailed to a Consumer:

- (a) the amount produced by multiplying the Access Charge applicable to that Consumer by the length of the call, in accordance with paragraph **Condition 17.27B1.24**; or
- (b) where paragraph **Condition 17.30B1.27** of Condition B1 applies, zero.

'Access Network' means the Electronic Communications Network which runs from a local access node to a network termination point **Network Termination Point** on an End-User's premises and which supports the provision of copper-based access services and fibre-based access services to End-Users. In the case of KCOM, this means the Access Network in the Hull Area;

'Act' means the Communications Act 2003;

'Additional Conveyance Costs' means any costs incurred by the **Donor Provider** associated with resources used in:

- (a) effecting the switch-processing required to set up each ported call; and
- (b) providing the switch and transmission capacity for any part of the duration of each ported call,

additional to the costs of conveyance of non-ported calls from the **Donor Provider's** network to the **Recipient Provider's** network;

'Address' means a UK postal address;

'Adopt' and 'Adoption' (and cognate expressions) means doing any of the following by a Communications Provider in relation to an Allocated Telephone Number (whether or not such Allocation is to that Communications Provider):

- (a) assigning or transferring that number to a particular Customer or piece of Apparatus;
- (b) using that Telephone Number for identifying a service or route used by that Communications Provider or by any of **its** Customers;

- (c) using that Telephone Number for identifying a communication as one to be transmitted by that Communications Provider;
- (d) designating that Telephone Number for use in selecting a service or the required elements or characteristics of a service; or
- (e) authorising the use of that Telephone Number by others for any of the following purposes:
 - (i) identifying the destination for, or recipient of, an Electronic Communication;
 - (ii) identifying the origin, or sender, of an Electronic Communication;
 - (iii) identifying the route for an Electronic Communication;
 - (iv) identifying the source from which an Electronic Communication or Electronic Communications Service may be obtained or accessed;
 - (v) selecting the service that is to be obtained or accessed, or required elements or characteristics of that service; or
 - (vi) identifying the Communications Provider by means of whose network or service an Electronic Communication is to be transmitted, or treated as transmitted;

'ADR Letter' means a notification issued from a Communication Provider to a Complainant concerning the Complainant's right to take their Complaint to an ADR Scheme.

'ADR Scheme' has the same meaning as 'Alternative Dispute Resolution (ADR) Scheme';

'Affiliated Company' means any subsidiary or holding company of the Communications Provider, or any subsidiary of a holding company of the Communications Provider, all as defined in section 1159 of the Companies Act 2006;

'Allocate' and 'Allocation' (and cognate expressions), in relation to a Telephone Number, means allocation by Ofcom;

~~"Alternative Dispute Resolution"~~ means any dispute procedures approved by Ofcom under section 54 of the Communications Act 2003;

'Alternative Dispute Resolution (ADR) Scheme' means any dispute procedures approved by Ofcom under section 54 of the Act for the resolution of disputes in relation to any Complaints between a Communications Provider and its Domestic and Small Business Customers;

'Annual Number Charge' ~~is~~ **means** a charge invoiced by Ofcom to a Communications Provider in respect of a Charging Year ~~and, which~~ is calculated in accordance with paragraph ~~Condition 17.15 of Condition 17~~ **B1.14**;

'Apparatus' includes any equipment, machinery or device and any wire or cable and the casing or coating for any wire or cable;

~~"Applicable Access Charge"~~ means the rate charged by the Communications Provider to the Subscriber in respect of the retail and origination of a call to an Unbundled Tariff Number in accordance with General Condition 17;

'Appropriate Network' shall have the meaning ascribed to it by section 272(7) of the Act ~~means an Electronic Communications Network by means of which Public Electronic Communications Services are provided that are used by a significant number of End-Users as their principal means of receiving television programmes. For the purposes of this definition an Electronic Communications Network is not an appropriate network in relation to so much of a channel or other service as is provided only for a particular area or locality of the United Kingdom unless it is a network by means of which Electronic Communications Services are provided to persons in that area or locality;~~

'Approval' means an approval granted by an Approval Body ~~confirming that~~ where a Communications Provider's Total Metering and Billing System is compliant with the ~~standards specified by Ofcom in a direction issued under Condition C3.4 Metering and Billing Direction;~~

'Approval Body' means ~~the British Approval Board for Telecommunications (BABT),~~ **each of Tüv Süd Babt Unlimited**, the British Standards Institution (BSI) and Enigma QPM **Limited**;

'Approved Apparatus' means, in relation to any network, Apparatus which meets the appropriate essential requirements of regulation 4 of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 **(S.I. 2000/730)**;

'Assumed Handover Point' means the point of interconnection nearest to the origination of a call to an Unbundled Tariff Number at which the call may be handed over to the Electronic Communications Network of another Communications Provider for conveyance. For these purposes, where the call is routed via a Transit Network, the Assumed Handover Point is deemed to be the nearest point of ingress from the Electronic Communications Network on which the call originates to that Transit Network;

'Average Industry Utilisation Rate' means the weighted average utilisation rate of Specified Geographic Numbers for the industry as calculated by Ofcom and notified to Communications Providers prior to the first Charging Year;

'Bill' means the information issued, **or made available**, by a Communications Provider to an End-User ~~of~~ **about** the charges levied and due for payment or the information retained by a Communications Provider for the purpose of recording and enabling debits and credits to be applied to an End-User's account;

~~"Broadband Connection" means the Domestic or Small Business Customer's broadband service which provides speeds which are higher than those attainable over a dial up connection which are 56kbit/s over an analogue line; 64kbit/s over an ISDN2 digital channel and 128kbit/s over the two bonded channels of an ISDN2 line;~~

~~"Broadband Network Communications Provider" means a Communications Provider that provides Broadband Network Services;~~

~~"Broadband Network Services" means services that:~~

- ~~(a) generate a MAC in relation to a Broadband Service provided by the Communications Provider to an End-User or to another Communications Provider;~~

- ~~(b) effect a transfer of a Broadband Service from one Communications Provider to another Communications Provider using the MAC issued in relation to that Broadband Service; and~~
- ~~(c) effect the cease of a Broadband Service from the Communications Provider at the request of the Communications Provider;~~

GC 22 **'Broadband Service'** means all DSL (including FTTC) services which are capable of supporting always-on services that provide the End User with high data transfer **at** speeds **greater than a dial-up connection**, excluding services provided over a Cable Network;

GC 9 ~~"Broadband Services"~~ means services that allow for the transfer of high volumes of data at high speeds;

'BT Average Utilisation Rate' means the average utilisation rate of Specified Geographic Numbers Allocated to BT as calculated by Ofcom and notified to BT prior to the first Charging Year;

GC 17 **'BT'** means BT Group plc;

GC 22 ~~"BT"~~ means the BT Group plc;

'Cable Network' means a hybrid fibre-coax Electronic Communications Network that uses a combination of optical fibres and coaxial cable;

'Caller Location Information' means any data or information processed in an Electronic Communications Network indicating the geographic position of the terminal equipment of a person initiating a call;

'Calling Line Identification' means a facility **data** that enables identification of the number from which a call is ~~being~~ **could be** made or to which a return call could be made;

'Calling Line Identification Facilities' means facilities ~~by which~~ **enable** the Telephone Number of a calling party ~~is to be~~ presented to the called party prior to the call being established;

'Cancel Other' means the industry term for a functionality that enables the Losing Provider to cancel, during the Transfer Period, wholesale orders placed by the Gaining Provider;

~~"CPS"~~ or **'Carrier Pre-Selection' or 'CPS'** means a facility which allows a customer of a Publicly Available Telephone Service to select a provider designated in advance to apply on every occasion where no other providers have been pre-selected for the use of a telephone number **Telephone Number**;

~~"Cease Request"~~ means a direction given by a Communications Provider to a Broadband Network Communications Provider in relation to a Broadband Service, with the intention being to terminate the provision of that Broadband Service;

'Cell Identification' means the geographic coordinates of the cell which is hosting the call, ~~and where available, an indication of the radius of coverage of the cell;~~

'Charging Year' means the 12 month period beginning on 1 April and ending on 31 March (excluding 29 February in any leap year), and the first Charging Year shall be 1 April 2013 to 31 March 2014;

'CLI Data' means the contents of all signalling messages which can be used between Communications Providers and/or between Communications Providers and End-Users to signal the origin of the call and/or the identity of the calling party, including any associated privacy markings;

'Click to Call Service' means a service which may be selected on a web-site or other application by an End-User and which connects the End-User only to a number or a limited set of numbers pre-selected by the Communications Provider or an End-User;

'Communications Provider' means a person who (within the meaning of section 32(4) of the Act) provides an Electronic Communications Network or an Electronic Communications Service;

'Communications Provider Average Utilisation Rate' means the average utilisation rate of Specified Geographic Numbers Allocated to the relevant Communications Provider as calculated by Ofcom and notified to the Communications Provider prior to the first Charging Year;

'Communications Provider Migration' means a process by which an End-User or Customer a **Switching Customer** transfers from Communications Services a **Fixed-line Telecommunications Service and/or a Broadband Service** supplied by one Communications Provider **operating on Openreach's or KCOM's Access Network** to Communications Services a **Fixed-line Telecommunications Service and/or a Broadband Service** provided by another Communications Provider **operating on Openreach's or KCOM's Access Network**;

~~"Communications Service"~~ means a Broadband Service and/or a Fixed-line Telecommunications Service;

'Complainant' means a Domestic or Small Business Customer who makes a Complaint to a Communications Provider;

'Complaint' means:

- (a) an expression of dissatisfaction made by a customer **Domestic or Small Business Customer** to a Communications Provider related to either:
 - (i) the Communications Provider's provision of Public Electronic Communications Services to that customer **Domestic or Small Business Customer**; or
 - (ii) the ~~complaint~~ **complaint**-handling process itself; and/or
 - (iii) the level of customer service experienced by the Domestic or Small Business Customer; and**
- (b) where a response or resolution is explicitly or implicitly expected;

'Complaints Handling Procedures' means procedures for the handling of Complaints that Communications Providers must have and comply with pursuant to Condition C4.2(a);

'Condition' means a condition in this Schedule;

'Consumer' means any natural person who uses or requests a Public Electronic Communications Service for purposes which are outside his or her trade, business or profession;

‘Consumer Panel’ means the panel established under section 16(2) of the Act;

‘Controlled Premium Rate Service’ or ‘CPRS’ has the meaning set out in the condition¹¹ issued by Ofcom under section 120 of the Act;

‘Core Subscription Price’ means the sum (however expressed in the contract) that the Subscriber is bound to pay to a Communications Provider at regular intervals for services and/or facilities the Communications Provider is bound to provide in return for that sum. It does not include sums payable for additional services or facilities (or the additional use of services or facilities) that the Subscriber is only liable to pay for if the additional service or facility is used;

~~“Country Codes”~~ means the international dialling code e.g. 44 for the UK;

GC 22 ~~“Customer”~~ means a person who is an End-User of Communications Services provided by a different Communications Provider or a person who is seeking to become an End-User of a Communications Provider;

GC 23 ~~“Customer”~~ means Domestic and Small Business Customer as defined in section 52(6) of the Act;

Definitions **‘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;

~~“Deadlock Letter”~~ means a letter or email from a Communications Provider to a Complainant agreeing that the Complaint can be referred to the relevant Alternative Dispute Resolution scheme.

~~“Default Migration Date”~~ means five Working Days after the MAC is provided by a Communications Provider to a Broadband Network Communications Provider;

‘Customer Complaints Code’ means a code of practice containing relevant information about how Complaints from Domestic and Small Business Customers are handled and how, and when, Complainants can take their unresolved Complaints to an ADR Scheme;

~~“DSL”~~ or **‘Digital Subscriber Line’ or ‘DSL’** means a family of technologies generically referred to as DSL, or xDSL, capable of transforming ordinary phone lines (also known as “twisted copper pairs”) into high speed digital lines;

¹¹ See Ofcom’s PRS Condition, which is available at https://www.ofcom.org.uk/data/assets/pdf_file/0031/82678/ngcs_revised_date_statement.pdf

'Directory' means a printed document containing Directory Information on Subscribers of Publicly Available Telephone Services in the United Kingdom which is made available to members of the public;

'Directory Enquiry Facility' means Directory Information provided by means of a Public **Electronic** Communications Network;

'Directory Information' means, in the case of a Directory, the name and address of the Subscriber and the Telephone Number assigned to the Subscriber for their use of Publicly Available Telephone Services and, in the case of a Directory Enquiry Facility, shall be either such a Telephone Number of the Subscriber or information that such a Telephone Number of the Subscriber may not be supplied;

~~"Disaster" includes any major incident having a significant effect on the general public; and for this purpose a major incident includes any incident of contamination involving radioactive~~

~~"Dispute Resolution Body" means the body of persons responsible for administering a relevant Dispute Resolution Scheme;~~

~~"Dispute Resolution Scheme" means procedures approved or established from time to time by Ofcom for the purpose of this Condition in accordance with sections 52, 54 or 55 of the Act;~~

'Domestic and Small Business Customer' and 'Domestic or Small Business Customers' means, in relation to a Communications Provider, a Customer of that Provider who is neither:-

- (a) himself a Communications Provider; nor
- (b) 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);

'Donor Provider' means a Communications Provider whose Subscriber Numbers are in the process of being, or have been passed or ported to a Recipient Provider;

~~"DTMF Tones" means DTMF tones as defined in European Technical Standards Institute (ETSI) European Technical Report 207 (published September 1995).~~

'Durable Medium' means paper or email, or any other medium that:

- (a) allows information to be addressed personally to the recipient;**
- (b) enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information; and**
- (c) allows the unchanged reproduction of the information to be stored;**

GC 23 ~~"Durable Medium" means a medium on which a Customer can store and retrieve unaltered information for a period of time adequate for the purposes of the information;~~

GC 22 ~~"Durable Medium" means any instrument, excluding SMS, which enables the Customer or End User to store information addressed personally to him in a way accessible for future reference, for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored;~~

'Early Termination Charge' means ~~the~~**any** charge payable by ~~the End User~~ **a Subscriber** for the termination of the **a** contract before the end of the **a Fixed Commitment Period** ~~minimum contract period;~~

~~"Effective Date"~~ means 1 July 2015;

'eCall' has the meaning set out in Article 2(h) of the Commission Delegated Regulation (EU) 305/2013 of 26 November 2012 supplementing Directive 2010/40/EU of the European Parliament and of the Council with regard to harmonised provision for an interoperable EU-wide eCall;

'Electronic Communication' means a communication for transmission by means of an Electronic Communications Network;

'Electronic Communications Network' 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;

'Electronic Communications Service' means a 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;

~~"Emergency Calls"~~ means calls to 999 or 112 or its equivalent; ~~"Emergency Location Information"~~ means information concerning the location from where a call to the Emergency Organisations can be made, that is provided by Service Providers to Emergency Organisation's Operators as part of the handling of such a call;

'Emergency Organisation' means in respect of any locality:

- (a) the relevant public police, fire, ambulance and coastguard services for that locality; and
- (b) any other organisation, as directed from time to time by Ofcom as providing a vital service relating to the safety of life in emergencies;

~~"End to End Connectivity"~~ means the facility—

- ~~(a) for different End Users of the same Electronic Communications Network or Electronic Communications Service to be able to communicate with each other; and~~
- ~~(b) for the End Users of different such networks or services to be able, each using the network or service of which he is the End User, to communicate with each other;~~

'End-User', in relation to a Public Electronic Communications Service, means:

- (a) a person **who**, other**wise** than as a Communications Provider, ~~who~~, **is a customer of the provider of that service;**
 - (b) **a person who makes use of the service otherwise than as a Communications Provider; or**
 - (c) **a person who may be authorised, by a person falling within paragraph (a), so to make use of the service;**
- (a) ~~is party to a contract with the Communications Provider for the provision of Communications Services, and;~~
- (b) ~~is not acquiring the Communications Services in respect of an undertaking carried on by him for which more than ten individuals work (whether as employees or volunteers or otherwise);~~

~~“European Standards Organisations” means the European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI);~~

‘Express Consent’ means the express agreement of the ~~a Consumer or Small Business Customer~~ to contract with the ~~a~~ Communications Provider in relation to each ~~initial commitment period~~ **Fixed Commitment Period**, where the Communications Provider has obtained such consent separately for each ~~initial commitment period~~ **Fixed Commitment Period** in a manner which has enabled the ~~Consumer or Small Business Customer~~ to make an informed choice;

‘Failure to Cancel’ means failure by the Gaining Provider to cancel a transfer, after a request from the **Switching** Customer during the Transfer Period;

‘Fault Repair Service’ means a service consisting of such repair, maintenance, adjustment or replacement of any part of the Communications Provider’s Electronic Communications Network, or such repair or adjustment of any connected or connectable network, or such repair or replacement for any Apparatus for which the Communication**s** Provider has undertaken the responsibility for repair and maintenance, as is necessary to restore and maintain a sufficient service;

~~“FTTC”~~ or **‘Fibre-To-The-Cabinet’ or ‘FTTC’** means an Access Network consisting of optical fibre extending from the local access node to the street cabinet;

‘Fixed Commitment Period’ means a period beginning on the date that contract terms agreed by a Communications Provider and a Subscriber take effect and ending on a date specified in that contract, and during which the Subscriber is required to pay for services and facilities provided under the contract and the Communications Provider is bound to provide them and in respect of which the Subscriber may be required to pay a charge to terminate the contract;

GC 22 **‘Fixed-line Telecommunications Service’** means Narrowband calls and lines services ~~provided to an End-User or Customer~~ that allow for the transfer of speech communications, and other forms of communications such as facsimile and data;

GC 9 ~~“Fixed-Line Telecommunications Services”~~ means Narrowband call and/or line rental services;

'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;

'Gaining Provider' means:

- (a) the Communications Provider to whom ~~the End-User or Customer~~ **a Switching Customer** is transferring; or
- (b) the Communications Provider to whom ~~the an~~ Inbound **Switching Customer** or ~~End-User~~ makes a Home-Move Request;

'Geographic Area Code' has the meaning given to it ~~set out~~ in the National Telephone Numbering Plan;

'Geographic Number' has the meaning given to it ~~set out~~ in the National Telephone Numbering Plan;

~~"Guidelines"~~ mean the guidelines as set out in either Annex 1, 2 or 3 to this Condition;

~~"Harmonisation Date"~~ means 20 June 2015.

'Home-Move Request' means a request by an Inbound **Switching Customer** or ~~End-User~~ to begin acquiring one or several Communications Services **a Fixed-line Telecommunications Service and/or a Broadband Service supplied by a Communications Provider operating on Openreach's or KCOM's Access Network** over the Target Line;

GC 22 **'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 Communications (Hull) plc (which became KCOM Group PLC in 2007);

GC 6 ~~"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 Communications (Hull) plc;

'Inbound Switching Customer or End-User' means the Customer or End-User **a Switching Customer** who is moving into ~~the a~~ Target Address;

'Incumbent Communications Provider' means the Communications Provider who supplies Communications Services **a Fixed-line Telecommunications Service and/or a Broadband Service on Openreach's or KCOM's Access Network** to the Incumbent ~~End-User~~ **Switching Customer** over the Target Line;

'Incumbent ~~End-User~~ Switching Customer' means the ~~End-User~~ **Switching Customer** who is residing in the Target Address;

'Interconnection' means the linking (whether directly or indirectly by physical or logical means, or by a combination of physical and logical means) of one Public Electronic Communications Network to another for the purpose of enabling the persons using one of them to be able:

- (a) to communicate with users of the other one; or

- (b) to make use of services provided by means of the other one (whether by the provider of that network or by another person);

~~“Internet Protocol”~~ means the method by which data is sent over the internet or intranet;

‘KCOM’ means KCOM Group plc;

~~“Label”~~ means a mechanism for annotating a Service Access Terminal with a brief message. A Label can consist of an electronic notice that is displayed whenever the Service is used or (at the Customer’s choice) either a piece of paper to be attached to the Service Access Terminal or software facilities for producing such labels (e.g. a PDF file);

‘Losing Provider’ means the Communications Provider from whom the End-User **a Switching Customer** is transferring;

~~“MAC Broadband Migrations Process”~~ means the obligations and processes set out in paragraphs A3.1 to A3.22 of Annex 3 to this Condition;

~~“MAC validity period”~~ means the period extending up to 17.00 on the thirtieth calendar day from issue (either verbally or in writing, whatever comes first) by the Communications Provider.

~~“MAC” or “Migration Authorisation Code”~~ means a unique code used to identify a Broadband Service that is intended to be transferred from one Communications Provider to another Communications Provider;

~~“Major Office”~~ means a Communications Provider’s registered office and such other of its offices as Ofcom may from time to time direct.

~~“MPF”~~ or ‘Metallic Path Facility’ or ‘MPF’, means a circuit comprising a pair of twisted metal wires between an End-User’s **a Customer’s** premises and a main distribution frame **in a local access node** that employs electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy to convey signals **Signals** when connected to an Electronic Communications Network;

‘Migration’ means one or more of the following processes by which:

- (a) **the process by which a Switching Customer** the Communications Provider transfers from **a Fixed-line Telecommunications Service and/or a Broadband** one Communications Service to another **Fixed-line Telecommunications Service and/or Broadband** Communications Service;
- (b) **a Communications Provider Migration;**
- (c) **the process by which a Switching Customer** an End-User transfers from **a Fixed-line Telecommunications Service and/or a Broadband** one Communications Service **supplied by a Communications Provider operating on Openreach’s or KCOM’s Access Network at one location to a Fixed-line Telecommunications Service and/or a Broadband** another Communications Service **supplied by the same Communications Provider at a different location;**

- ~~(a) an End User or Customer transfers from Communications Services supplied by one Communications Provider to Communications Services supplied by another Communications Provider ("Communications Provider Migration");~~
- ~~(b) an End User or Customer transfers from Communications Services supplied by a Communications Provider at one location to Communications Services supplied by the same Communications Provider at a different location;~~

'Migration Date' means the date on which the transfer of the **a Fixed-line Telecommunications Service and/or Broadband** Communications Service or takeover of the Target Line will be effected, at which point the **Switching Customer's Fixed-line Telecommunications Service and/or a Broadband** Communications Service will commence being provided to the **End User** **Switching Customer** by a different Communications Provider **operating on Openreach's or KCOM's Access Network** or at a different location;

'Mobile Communications Service' means any **a** Public Electronic Communications Service consisting in the conveyance of Signals by means of a Public **Electronic** Communications Network ~~where every Signal that has been conveyed thereby has been, or is to be, conveyed~~ through the agency of Wireless Telegraphy to or from a ~~Public Communications Network~~ **Apparatus** which is designed or adapted to be capable of being used in motion;

~~"Mobile Network" means either the GSM (Global System for Mobile communications as defined by the European Telecommunications Standards Institute) or UMTS (Universal Mobile Telecommunications System as defined by the European Telecommunications Standards Institute) networks or any other standard for mobile communications that is, or may be, adopted in the UK;~~

'Mobile Number' means a Telephone Number, from a range of numbers in the National Telephone Numbering Plan, that is Adopted or otherwise used to identify Apparatus designed or adapted to be capable of being used while in motion;

'Mobile Number Portability' means Number Portability relating to Mobile Numbers;

'Mobile Portability' means Portability relating to Telephone Numbers Allocated for use with Mobile Communications Services;

~~"Mobile Service" means a service consisting in the conveyance of signals, by means of a mobile Public Electronic Communications Network, through the agency of Wireless Telegraphy to or from Apparatus designed or adapted to be capable of being used while in motion;~~

'Mobile Service Provider' means the **a Communications Provider** ~~provider of~~ **that provides** a Mobile ~~Telephony~~ **Communications** Service;

'Mobile Service Retailer' means any person who sells or markets a Mobile ~~Telephony~~ **Communications** Service directly to a Domestic or Small Business Customer;

'Mobile SMS Access' means the ability to send and receive Short Messages using an SMS defined by the European Telecommunications Standards Institute in the GSM (Global System for Mobile communications) or UMTS (Universal Mobile Telecommunications System) standards, or any other standard for mobile communications that is, or may be, adopted in the UK;

~~“Mobile Telephony Service” means a Publicly Available Telephone Service that is a Mobile Service (and includes any SMS service sold as part of the package);~~

GC9 ~~“Narrowband” means services provided over a Public Telephone Network;~~

GC 22 **‘Narrowband’** means the services provided over a traditional Public **Electronic** Communications Network, excluding services provided over a Cable Network;

‘National Telephone Numbering Plan’ means the document¹² published by Ofcom (known as ‘the National Telephone Numbering Plan’) setting out:

- (a) the numbers that they have determined to be available for allocation by them as Telephone Numbers;**
- (b) such restrictions as they consider appropriate on the Adoption of numbers available for Allocation in accordance with the plan; and**
- (c) such restrictions as they consider appropriate on the other uses to which numbers available for Allocation in accordance with the plan may be put;**

‘Network Access’ means:

- (a) Interconnection of Public Electronic Communications Networks; or**
- (b) any services, facilities or arrangements which:**
 - (i) are not comprised in Interconnection; but**
 - (ii) are services, facilities or arrangements by means of which a Communications Provider or person making available associated facilities is able, for the purposes of the provision of an Electronic Communications Service (whether by him or by another), to make use of any of the following:**
 - a. any Electronic Communications Network or Electronic Communications Service provided by another Communications Provider;**
 - b. any Apparatus comprised in such a network or used for the purposes of such a network or service;**
 - c. any facilities made available by another that are associated facilities by reference to any network or service (whether one provided by that provider or by another);**
 - d. any other services or facilities which are provided or made available by another person and are capable of being used for the provision of an Electronic Communications Service;**

¹² See the National Telephone Numbering Plan, which is available at https://www.ofcom.org.uk/data/assets/pdf_file/0013/102613/national-numbering-plan-june-2017.pdf

and references to providing Network Access include references to providing any such services, making available any such facilities or entering into any such arrangements;

~~“Network Interconnection Interface” means the Technical Characteristics of each interface at any Network Interconnection Point;~~

~~“Network Interconnection Point” means the physical location at which Interconnection between different Public Electronic Communications Networks takes place;~~

‘Network Termination and Testing Apparatus’ means an item of Apparatus comprised in an Electronic Communications Network installed in a fixed position on Served 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; and
- (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; or
 - (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);

‘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. A Network Termination Point provided at a fixed position on Served Premises shall be within an item of Network Termination and Testing Apparatus;

GC 17 **‘Non-Geographic Number’** has the meaning given to it ~~set out~~ in the National Telephone Numbering Plan;

GC 14 ~~“Non-Geographic Number”~~ has the meaning given to that term in the National Telephone Numbering Plan;

Definitions ~~“Non-geographic Number” means a Telephone Number from a range of numbers in the National Telephone Numbering Plan designated for assignment to End-Users, the digit structure of which contains no geographic significance for routing calls;~~

‘Non-provider Numbering Condition’ means the condition¹³ that applies to persons other than communications providers relating to the use of Unbundled Tariff Numbers and made on 12 December 2013 under section 59 of the Act;

¹³ See condition made on 12 December 2013, which is available at https://www.ofcom.org.uk/__data/assets/pdf_file/0027/57753/annexes.pdf

“NTS Calls” means:

- (a) ~~until (and including) the day prior to the Effective Date, calls to numbers identified in the National Telephone Numbering Plan as Special Services operating on the 08 number range and including calls to 0500 freephone numbers, but excluding calls to 0844 04 numbers for Surftime internet access services, calls to 0808 99 numbers for flat rate internet access call origination and calls to 0870 numbers³⁰;~~
- (b) ~~from (and including) the Effective Date, calls to numbers identified in the National Telephone Numbering Plan as Non-Geographic Numbers operating on the 08 number range (but excluding calls to 0844 04 numbers for Surftime internet access services, calls to 0808 99 numbers for flat rate internet access call origination and calls to 0870 numbers) and calls to 0500 numbers;~~

GC 14 “Number Portability” the facility by which a Domestic and Small Business Customer can transfer their Telephone Number when switching between Service Providers;

GC 18 ‘Number Portability’ means a facility whereby Subscribers who so request can retain their Telephone Number on a Public **Electronic** Communications Network, independently of the person providing the service at the Network Termination Point of a Subscriber provided that such retention of a Telephone Number is in accordance with the National Telephone Numbering Plan;

“Number Ranges” means a set of contiguous numbers of a specified or unspecified size;

“Number Unavailable Tone” means a continuous tone which differs from dial tone and indicates a dialled number is unavailable or out of service;

‘Ofcom’ means the Office of Communications as established under section 1 of the Office of Communications Act 2002;

‘Ofcom Approved Complaints Code of Practice for Complaints Handling’ means the code of practice set out in Annex 4 to this General Condition 14.31 **annexed to Condition C4 and entitled ‘Ofcom approved complaints code of practice for customer service and complaints handling’**;

“Ofcom Metering and Billing Direction” means any direction made by Ofcom under this Condition setting out various requirements relating to metering and billing accuracy, as applicable for the time being;

‘Openreach’ means the BT group business offering Communications Providers’ products and services that are linked to BT’s nationwide Electronic Communications Network;

“Originating Communications Provider” means any Communications Provider that provides call origination services to Domestic and Small Business Customers but excluding Payphone Service Providers;³²

‘Pay Telephone’ means a telephone for the use of which the means of payment may include coins and/or credit/debit cards and/or pre-payment cards, including cards for use with dialling codes. ~~For the avoidance of any doubt, references to a Pay Telephone include references to a Public Pay Telephone;~~

~~“Payphone Service Provider”~~ means a provider of a Public Pay Telephone;

‘Personal Number’ has the meaning given to that term in the National Telephone Numbering Plan;

~~“Point of Connection”~~ means a point at which one Public Communications Network is connected to another;

~~“Point of Signature”~~ means the point in the process of concluding a contract immediately before the Domestic and Small Business Customer indicates his/her agreement to enter into the contract;

~~“Port Numbers”~~ means the process to transfer Telephone Numbers to a new Service Provider;

‘Phone-paid Services Authority’ means the UK regulator with responsibility for content, goods and services charged to a phone bill;

‘Portability’ means any facility which may be provided by a Communications Provider to another Communications Provider enabling any Subscriber who requests Number Portability to continue to be provided with any Public Electronic Communications Service by reference to the same Telephone Number irrespective of the identity of the person providing such a service;

‘Portability Transit Provider’ means a Communications Provider providing, by agreement, Interconnection between a Donor Provider and Recipient Provider via ~~Points of Connection with both Communications Providers~~ **one or more points at which the Communications Provider connects with both the Donor Provider and Recipient Provider;**

‘Ported **Specified Geographic Number**’ means a Specified Geographic Number Allocated to the Communications Provider which Ofcom is satisfied (pursuant to information received from the Communications Provider by 1 December of the Charging Year (or such other date as Ofcom notifies prior to the start of the Charging Year)) was on a particular day (as specified by the Communications Provider) between 1 September and 31 October of the Charging Year (or such other time period as Ofcom notifies prior to the start of the Charging Year) subject to an arrangement under which that Communications Provider had ported, in accordance with **Condition GC-18B3**, that Specified Geographic Number to a person who was not an Affiliated Company;

~~“PAC”~~ means **‘Porting Authorisation Code’ or ‘PAC’**, ~~which is~~ **means** a unique code used to signify the Donor Provider’s consent to the Subscriber being entitled to request and have their Mobile Number ported to another Communications Provider;

‘Porting System Set-Up Costs’ means costs of the Donor Provider incurred-:

- (a) in the course of making network and system modifications, configuration and reconfiguration, including adapting or replacing software;
- (b) in the course of testing functionality within that provider’s network and in conjunction with any Recipient Provider’s network; **and**
- (c) thereby establishing the technical and administrative capability to provide Portability;

‘Prepaid Mobile Service’ means a Mobile **Communications** ~~Telephony~~ Service for which the Customer pays charges in advance of the service being provided;

'Price Point' means a rate which may be set as a Service Charge and is used for calculating or billing the Service Charge Element of the retail price for a call to an Unbundled Tariff Number which is charged to a Consumer;

~~"Public Call Box"~~ means a Public Pay Telephone which is permanently installed on public land and to which the public has access at all times.

~~"Public Communications Network"~~ means an Electronic Communications Network used wholly or mainly for the provision of Public Electronic Communications Services which support the transfer of information between Network Termination Points;

'Public Electronic Communications Network' means an Electronic Communications Network provided wholly or mainly for the purpose of making Electronic Communications Services available to members of the public;

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

'Public Pay Telephone' means a telephone **Pay Telephone which is** available to the general public, for the use of which the means of payment may include coins and/or credit/debit cards and/or pre-payment cards, including cards for use with dialling codes;

'Public Payphone Specified Geographic Number' means a Specified Geographic Number Allocated to the Communications Provider which Ofcom is satisfied (pursuant to information received from the Communications Provider by 1 December of the Charging Year (or such other date as Ofcom notifies prior to the start of the Charging Year)) was on a particular day (as specified by the Communications Provider) between 1 September and 31 October of the Charging Year (or such other time period as Ofcom notifies prior to the start of the Charging Year) in use in respect of a Public Pay Telephone service provided under a Universal Service Obligation;

'Publicly Available Internet Access Service' means a service made available to the public that provides access to the internet, excluding connectivity services that directly link to a private network;

Definitions **'Publicly Available Telephone Service'** means a service made available to the public for originating and receiving, directly or indirectly, national or national and international calls through a number or numbers in a national or international telephone numbering plan;

GC 14 ~~"Publicly Available Telephone Services"~~ means a service available to the public for originating and receiving national and international calls and access to Emergency Organisations through a number or numbers in a national or international telephone numbering plan, and in addition may, where relevant, include one or more of the following services: the provision of operator assistance services, Directory Enquiry Facilities, Directories, provision of Public Pay Telephones, provision of service under special terms, provision of specific facilities for End-Users with disabilities or with special social needs and/or the provision of non-geographic services;

‘Recipient Provider’ means a Communications Provider to whom Subscriber Number(s) are in the process of being, or have been passed or ported from a Donor Provider;

‘Records’ means data or information showing the extent of any network or service actually provided to an End-User and any data or information used in the creation of a bill ~~Bill~~ for an End-User;

‘Regulated Provider’ has the meaning given to it in the ‘Scope’ section of each Condition in which it is used;

‘Relay Service’ means any service which:

- ~~(a) has been approved by Ofcom to be a text relay service for the purposes of this Condition;~~
~~and~~
- ~~(b) as of 18 April 2014 complies with the requirements of paragraph 15.5;~~
- (a) provides facilities for the receipt and translation of voice communications into text and the conveyance of that text to the terminal of End-Users of any provider of Publicly Available Telephone Services and vice versa;**
- (b) provides facilities for the receipt and transmission of voice communications in parallel with text communications, allowing both channels to work in tandem to deliver near synchronous voice and text;**
- (c) is capable of being accessed by End-Users of the service from readily available compatible terminal equipment, including textphones, Braille readers, personal computers and mobile telephones;**
- (d) provides facilities to allow End-Users, who because of their disabilities need to make calls using a Relay Service, to receive incoming calls via the Relay Service, without the calling party needing to dial a prefix;**
- (e) insofar as reasonably practicable, allows for communication between End-Users of the service at speeds equivalent to voice communications;**
- (f) provides call progress voice announcements in a suitable form;**
- (g) provides facilities for access to Emergency Organisations; and**
- (h) provides access to operator assistance services and a Directory Enquiry Facility using short code numbers;**

‘Relevant Data Protection Legislation’ means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

‘Relevant Turnover’ means annual turnover attributable to the provision **(including any wholesale provision)** of Publicly Available Telephone Services **and/or Publicly Available Internet Access Services** after the deduction of sales rebates, value added tax and other taxes directly related to turnover;

“Sales Process” ~~means the process of providing information to the prospective Domestic and Small Business Customer about the Service and of establishing the Domestic and Small Business~~

~~Customer's requirements for the Service before the making of the contract to provide that Service. This includes leaflets and marketing material. It does not include advertisements;~~

'Served Premises' means a single set of premises in single occupation where Apparatus has been installed for the purpose of the provision of Electronic Communications Services by means of an Electronic Communications Network at those premises;

~~"Service" means a Public Electronic Communication Service, but only to the extent it comprises the conveyance of speech, music or sounds;~~

~~"Service Access Terminal" means the equipment used to access the Service;~~

'Service Charge' means the rate set by a Communications Provider in accordance with paragraph ~~Condition 17.26~~ **B1.23** in respect of the conveyance of a call to an Unbundled Tariff Number from the Assumed Handover Point to the point of termination and the enabling of a Consumer to use an Unbundled Tariff Number to access any service provided by means of that number;

'Service Charge Element' means, in respect of a call to an Unbundled Tariff Number retailed to a Consumer—

- (a) the amount produced by multiplying the Service Charge for that Unbundled Tariff Number by the length of the call in accordance with paragraph ~~Condition 17.28~~ **B1.25**, where the Service Charge is charged at a pence per minute rate;
- (b) an amount equal to the Service Charge for that Unbundled Tariff Number, where the Service Charge is charged at a pence per call rate;
- (c) an amount equal to sum of the amounts calculated under paragraphs (a) and (b) of this definition, where the Service Charge is charged at a rate which combines a pence per minute rate and a pence per call rate;

~~"Service Provider" means a provider of a Service;~~

~~"SMPF" or 'Shared Metallic Path Facility'~~ **or 'SMPF'** means access to the non-voiceband frequencies of the MPF;

'Short Message' means information that may be conveyed by means of the Short Message Service;

GC 15/GC 18 ~~"SMS" means~~ **'Short Message Service' or 'SMS' means**, which is a text message delivered to a Subscriber's handset or, if SMS is superseded or withdrawn, an equivalent text communication sent directly to the Subscriber's handset;

GC 22 ~~"SMS" or "Short Message Service" means a text message delivered to the handset of an End-User or Customer who acquires Publicly Available Telephone Services, or, if SMS is superseded or withdrawn, an equivalent text communication sent directly to the handset of an End-User or Customer who acquires Publicly Available Telephone Services;~~

'Signal' 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 apparatus;

'SIM Only Contract' means a contract for a Mobile **Communications** Telephony Service where **the only physical equipment** the Customer only obtains a Subscriber Identity Module ("SIM") card from the Mobile Service Provider **is a Subscriber Identity Module (SIM) card** and the notice period for cancelling this contract does not exceed one calendar month;

'Slamming' means where:

- (a) a request for a CPS, WLR, SMPF and/or MPF has been made;;
- (b) in the case of KCOM a request to transfer **a Fixed-line Telecommunications Service and/or a Broadband Service** Communications Services to another Communications Provider **operating on KCOM's Access Network** has been made;; or
- (c) a Transfer Order or a Working Line Takeover Order has been placed on Openreach or on KCOM (as applicable), without the **Switching** Customer's express knowledge and/or consent; ~~that is in the following circumstances:~~

that is in the following circumstances:

- (i) where the **Switching** Customer has never contacted, or has never been contacted by, the Gaining Provider;
- (ii) where the **Switching** Customer has contacted, or has been contacted by, the Gaining Provider, but has not given the Gaining Provider authorisation to transfer some or all of their **Fixed-line Telecommunications Services and/or a Broadband** Communications Services;
- (iii) where the **Switching** Customer has agreed to purchase a product or service from the Gaining Provider and the Gaining Provider has submitted an order for a different product or service which the **Switching** Customer has not agreed to purchase; or
- (iv) where the **Switching** Customer has agreed to transfer some or all of their **Fixed-line Telecommunications Services and/or a Broadband** Communications Services to the Gaining Provider having understood as a result of a deliberate attempt by the Gaining Provider to mislead, that they are making an agreement with a different Communications Provider;

'Small Business Customer', in relation to a ~~public communications provider~~ **Communications Provider which provides services to the public**, means a customer of that provider who **carries on an undertaking for which no more than ten individuals work (whether as employees or volunteers or otherwise), but who is not himself a Communications Provider** ~~is neither himself a communications provider, nor 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);~~

'Specified Geographic Number' means **any** Geographic Number **which starts with any of** (identified by the Geographic Area Codes) set out in the Annex **to Condition B1**;

GC 12, 13, 15 ~~"Subscriber"~~ means an ~~End-User~~ who is party to a contract with the Communications Provider for the provision of Publicly Available Telephone Services;

Definitions **'Subscriber'** means any ~~person~~ **End-User** who is party to a contract with a provider of Public Electronic Communications Services for the supply of such services;

GC 18 ~~"Subscriber"~~ means any ~~person with a number or numbers from the National Telephone Numbering Plan who is party to a contract with the provider of Public Electronic Communications Services for the supply of such services in the United Kingdom;~~

'Subscriber Number' means the Telephone Number (or Telephone Numbers) which any Communications Provider's Public **Electronic** Communications Network recognises as relating to a particular Subscriber of that Communications Provider;

'Subscriber Request to Port' means the request by a Subscriber to transfer their Mobile Number which occurs when the Subscriber submits their PAC to the Recipient Provider;

~~"System Set Up Costs" mean costs of the Donor Provider incurred—~~

- ~~(a) in the course of making network and system modifications, configuration and reconfiguration, including adapting or replacing software;~~
- ~~(b) in the course of testing functionality within that provider's network and in conjunction with any Recipient Provider's network,~~
- ~~(c) thereby establishing the technical and administrative capability to provide Portability;~~

'Switching Customer' means a **Customer that is a Domestic or Small Business Customer in relation to a Communications Provider which provides Fixed-Line Telecommunications Services and/or Broadband Services using Openreach's or KCOM's Access Network**;

'Target Address' means the ~~Address~~ **UK postal address** where the Target Line is situated;

'Target Line' means the working WLR, MPF or SMPF line to which a **Switching** Customer request for a Migration, or a Home-Move Request, refers;

~~"Technical Characteristics" means the physical, electrical and other relevant characteristics and the network interworking and service management protocols.~~

'Telephone Number' means, subject to any order of the Secretary of State pursuant to section 56(7) of the Act, any number, including data of any description, that is used (whether or not in connection with telephony) for any one or more of the purposes listed in section 56(5) of the Act;

~~"Terminating Communications Provider" or "TCP" means the Communications Provider which provides the electronic communications on which a call terminates; and~~

~~"Terms and Conditions of Use" means the contract agreed by the Domestic and Small Business Customer for the provision of the Service;~~

‘Total Metering and Billing System’ means the totality of all equipment, data, procedures and activities used to determine the charges to be sought for provision and usage of Electronic Communications Services, and/or to present these charges on End-User’s Bills. For purposes of clarity, a Total Metering and Billing System incorporates all processing steps from the original recording of a chargeable event to its readiness for presentation on a Bill to the End-User whether performed by one or more Communications Providers;

‘Transfer Order’ means an order submitted by, or on behalf of, ~~at the~~ **the** Gaining Provider to Openreach, or **KCOM, or** other applicable wholesaler, requesting for the Target Line to be transferred from the Losing Provider to the Gaining Provider;

‘Transfer Period’ means:

- (a) on Openreach’s Access Network, a period of 10 Working Days which starts after the Working Day on which Openreach notify the Gaining Provider and the Losing Provider that the Switching Customer’s order will** ~~before a Customer’s order can be activated; or~~
- (b) on KCOM’s Access Network, a period of 10 Working Days which starts on the Working Day on which KCOM notify the Losing Provider that tge Switching Customer’s order will be activated;**

‘Transit Network’ means the Electronic Communications Network of a Communications Provider used to convey a call from the Electronic Communications Network of another Communications Provider to the Electronic Communications Network of a third Communications Provider;

‘Unbundled Tariff Number’ means a Non-Geographic Number starting 084, 087, 090, 091, 098 or 118;

~~“User Guide” means the document giving the Domestic and Small Business Customer information about how to use the Service. This does not include any document concerned solely with the operation of a Service Access Terminal.~~

~~“User” means a legal entity or natural person using or requesting a Public Electronic Communications Service.~~

‘Universal Service Condition’ means a condition set as a universal service condition under section 45 of the Act;

‘VoIP Outbound Call Service’ means a service that allows End-Users to make (but not receive) a voice call to a number included in the National Telephone Numbering Plan using an internet connection where the service is provided independently of the provision of the internet connection, excluding any Click to Call Service;

‘Wireless Telegraphy’ means the emitting or receiving, over paths that are not provided by any material substance constructed or arranged for the purpose, of electromagnetic energy of a frequency not exceeding 3,000 gigahertz that:

- (a) serves for conveying messages, sound or visual images (whether or not the messages, sound or images are actually received by anyone), or for operating or controlling machinery or apparatus; or
- (b) is used in connection with determining position, bearing or distance, or for gaining information as to the presence, absence, position or motion of an object or of a class of objects;

GC 17 ~~“WLR”~~ means **‘Wholesale Line Rental’ or ‘WLR’ means** a regulated wholesale service sold by ~~BT~~ **a Communications Provider**, which is used by the Communications Provider to provide retail customers with exchange lines and, in turn, access to other narrowband telephony services (for example, telephone calls, facsimile and dial-up internet access);

GC 22 ~~“WLR” or “Wholesale Line Rental”~~ means a regulated wholesale service sold by BT or KCOM, which is used by the Communications Provider to provide retail customers with exchange lines and in turn, access to other Narrowband telephone services (for example, telephone calls, facsimile and dial up);

‘WLR Specified Geographic Number’ means a Specified Geographic Number Allocated to the Communications Provider which Ofcom is satisfied (pursuant to information received from the Communications Provider by 1 December of the Charging Year (or such other date as Ofcom notifies prior to the start of the Charging Year)) was on a particular day (as specified by the Communications Provider) between 1 September and 31 October of the Charging Year (or such other time period as Ofcom notifies prior to the start of the Charging Year) subject to an arrangement under which that Communications Provider was providing WLR to a person who was not an Affiliated Company;

‘Working Day’ means the hours between 09.00 – 17.00 on Monday to Friday, with the exception of Bank Holidays **and public holidays**;

‘Working Line Takeover’ means a process by which:

- (a) a Communications Provider takes over a WLR or MPF line in order to provide ~~Communications Services~~ **a Fixed-line Telecommunications Service and/or a Broadband Service**; or,
- (b) in the case of KCOM a process by which a Communications Provider takes over the provision of **a Fixed-line Telecommunications Service and/or a Broadband Service** ~~Communications Services~~ to the Inbound **Switching** Customer ~~or End User~~,

where that line is being used by that same or a different Communications Provider to supply **a Fixed-line Telecommunications Service and/or a Broadband Service** ~~Communications Services~~ to the Incumbent ~~End User~~ **Switching Customer**;

‘Working Line Takeover Order’ means an order submitted by, or on behalf of, a Gaining Provider to Openreach or to KCOM (as applicable), requesting for the Working Line Takeover of the Target Line; and

~~“Written Notification”~~ means a written notification sent to a Complainant that:

- ~~(a) is in plain English;~~

- ~~(b) is solely about the relevant Complaint;~~
- ~~(c) informs the Complainant of the availability of dispute resolution, which is independent of the CP;~~
- ~~(d) provides the name and appropriate contact details for the relevant Alternative Dispute Resolution scheme; and~~
- ~~(e) informs the Complainant that they can utilise the scheme at no cost to themselves.~~

'Zone Code' means a code which identifies the geographic region in which the call was originated.