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# Review of the General Conditions of Entitlement

Consultation on the general conditions  
relating to consumer protection

Draft revised conditions for consultation  
showing proposed changes in mark-up

Annex 13

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# Introduction

This document, which is Annex 13 to Ofcom’s consultation document of 20 December 2016 entitled “*Review of the General Conditions*”, shows the changes that we are proposing to make to the current conditions 6, 9 to 16 and 21 to 23 using tracked changes.

We have followed the following approach to show the changes that we are proposing to make:

- (a) the words in red (and in bold font) are those that we propose to insert (e.g. “**example**”);
- (b) the words struck through are those that we propose to delete (e.g. “~~example~~”);
- (c) boxed numbers in the Definitions Annex show the GC a particular definition came from (e.g. GC 22);
- (d) as explained in our main consultation document (paragraph 3.8) we are proposing to move all of the defined terms used in the GCs into one annex at the end of the document. The Definitions Annex at the end of this document shows the changes that we propose to make to all of the definitions in the GCs. In addition, at the end of each revised condition, we have explained the changes that we are proposing to make to the definitions that are currently set out at the end of each condition. Example:

## **Definitions:**

We are proposing the following changes to definitions:

- insert the definition of “X”;
- omit the definition of “Y”.

- (e) as explained in the main consultation document (paragraph 3.23), we are proposing 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 fonts to draw stakeholders’ attention to the words that we are proposing to insert (e.g. “**example**”); and
- (f) as explained in the main consultation document (paragraph 3.24), we are proposing to break out the conditions into three separate parts: Part A containing network functioning conditions, Part B containing numbering and technical conditions and Part C containing consumer protection conditions. Individual conditions would then also be numbered. We have included all of the conditions in Part C in this annex<sup>1</sup>. Although we are proposing to number the conditions C1.1, C1.2, C1.3 etc., we have kept the original numbering in this document, in order to facilitate easy comparison of the proposed conditions and the current conditions.

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<sup>1</sup> We consulted on condition C3 (Public pay telephones) in August, and we are not consulting on it again, but we have included it in this mark-up for completeness.

# Mark-Up

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

- 1. In this Schedule, the definitions set out in the Annex to this Schedule have effect except in so far as the context otherwise requires.**

### Interpretation

2. 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

## 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

**7.1 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

~~7.42~~ **7.42** ~~The Communications Provider~~**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.

~~7.23~~ **7.23** ~~The Communications Provider~~**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.

~~7.3~~ **7.3** ~~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.~~

**Definitions:**

We are proposing the following changes to definitions:

- amend the definition of “*Appropriate Network*” that is currently set out in GC 7.3(a) in order to set out its meaning in the Definitions Annex rather than by reference to the Act; and
- omit the definition of “*Communications Provider*” that is currently set out in GC 7.3(b) and specify the scope of application of the revised condition in its first paragraph.

# Part B: Numbering and technical conditions

## 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

18.1 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.

18.2 For the purposes of this Condition:

- (a) any such person referred to in paragraph 18.1 is a 'Regulated Provider'; and
- (b) any such Subscriber referred to in paragraph 18.1(b) is a 'Relevant Subscriber'.

### Number Portability

18.43 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.

18.24 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 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.

18.35 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 **Relevant** 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.
- 18.46 Subject to paragraph 18.35(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.
- 18.57 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.
- 18.68 Where the ~~Communications~~**Regulated** Provider provides Portability in accordance with paragraph 18.57:

(a) the Recipient Provider; and

(b) the Transit Provider,

shall, as appropriate, provide Portability on reasonable terms.

18.79 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.

18.810 The **Regulated** ~~Communications~~ Provider shall inform the **Relevant** Subscriber of the date when Number Portability will be provided to that Subscriber.

18.911 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.

18.4012 The **Regulated** ~~Communications~~ Provider shall set out in a clear, comprehensive and easily accessible form for each **Relevant** Subscriber how **Relevant** Subscribers can access the compensation provided for in paragraph 18.911 above, and how any compensation will be paid to the Subscriber.

#### **Definitions:**

We are proposing the following changes to definitions:

- omit the definition of “*Communications Provider*” that is currently set out in GC 18.11(b) and specify the scope of application of the revised condition in its first paragraph;
- amend the definitions of “*Mobile Communications Service*”, “*Subscriber*” and “*Transit Provider*” (GC 11.18(d), (n) and (s));
- omit the definition of “*Point of Connection*” and
- amend the defined term “*System Set-Up Costs*” to “*Porting System Set-Up Costs*” but keep the same meaning.

We are proposing to move all the other definitions to the Definitions Annex without any substantive change.

# 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

**9.1 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

**9.42** ~~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~~ **a description of** the services provided, including in particular whether or not access to Emergency Services and Caller Location Information is being provided, and any limitations on the provision of access to Emergency Services;
- ~~(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.~~

9.3 Without prejudice to any ~~initial commitment period~~ **Initial 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:

~~(ia) Communications~~ **Regulated** Providers who are providing ~~Fixed-Line Telecommunications Services and Broadband Services~~ **Public Electronic Communications Services** to Consumers must not, at the end of those Consumers' ~~initial commitment period~~ **Initial Commitment Period**, renew those Consumers' contracts for a further ~~initial commitment period~~ **Initial Commitment Period** unless that Communications Provider has first obtained those Consumers' Express Consent; **and**

~~(iib) Regulated Providers who~~ are providing ~~Fixed-Line Telecommunications Services and Broadband Services~~ **Public Electronic Communications Services** to Small Business Customers must not, at the end of those Small Business Customers' ~~initial commitment period~~ **Initial Commitment Period**, renew those Small Business Customers' contracts for a further ~~initial commitment period~~ **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).~~

9.4 ~~Communications 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).~~ **Regulated Providers shall not include a term in any contract with a Consumer for the provision of Electronic Communications Services that stipulates an Initial Commitment Period of more than 24 months in duration.**

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

9.6 ~~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 condition 9.6(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.

**9.7 In relation to changes to contractual prices:**

- (a) any increase to the sum that the Subscriber must pay to the Regulated Provider at monthly or other regular intervals under the contract; and/or**
- (b) the exercise at the discretion of the Regulated Provider of any contractual term or condition which would have the effect of increasing the sum that the Subscriber must pay to the Regulated Provider at monthly or other regular intervals under the contract;**

**shall be deemed as likely to be of material detriment to a Subscriber for the purposes of paragraph 9.6(a).**

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.~~

**Definitions:**

We are proposing the following changes to definitions:

- omit the definition of “*Communications Provider*” that is currently set out in 9.7(a) and specify the scope of application of the revised condition in its first paragraph;
- omit the definition “*Consumer*” because we propose to use a single definition of this term across the GCs as a whole; and
- omit the definition of “*User*” as we have replaced it with the term “*Subscriber*”.

## 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 easily compare 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

**10.1 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

**10.12** ~~The Communications~~ **Regulated Providers** shall ensure that clear and up to date information on ~~it's~~ **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 10.23 and 10.31. **For the avoidance of doubt, this Condition does not require Regulated Providers to publish any bespoke or individual prices, tariffs or terms and conditions.**

**10.23** 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;~~

~~(de)~~ any compensation and/or refund **policy policies**, including specific details of any compensation and/or refund schemes offered;

~~(ef)~~ any types of maintenance service offered;

~~(fg)~~ the standard contract conditions offered, including any relevant minimum contractual period, **termination of the contract, and procedures and direct charges related to Number Portability**; and

~~(gh)~~ 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 RESOLUTION<sup>19</sup>

##### 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,<sup>20</sup> calls to 0870 numbers<sup>21</sup> and calls to Personal Numbers<sup>22</sup>~~

~~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:<sup>23</sup>~~

~~(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 Services<sup>24</sup>.~~

~~Dispute Resolution<sup>25</sup>~~

~~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 Services<sup>26</sup>~~

~~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 Numbers<sup>27</sup>

~~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**

~~14.8~~**10.4** The Communications Provider **In respect of Unbundled Tariff Numbers, Regulated Providers** shall publish ~~the~~**their** Access Charges that it sets in a way that:

- (a) ensures they are readily accessible to Consumers; and
- (b) gives 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.

**10.5** **In respect of Personal Numbers, Regulated Providers shall:**

- (a) publish usage charges, including any variations by time of day, in a way that:**
  - (i) ensures they are readily accessible to Consumers; and**
  - (ii) gives 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.**

~~14.9~~**10.6** Without prejudice to the generality of paragraphs ~~14.8~~**10.4 and 10.5**, 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 Numbers **and Personal Numbers** are included within bundles of inclusive calls or inclusive call minutes purchased by Consumers from the ~~Communications~~**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 **and Personal Numbers** that are so included;
  - (iii) if relevant, whether the inclusion of calls to Unbundled Tariff Numbers **and 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~~

**10.7 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.

**10.8 Where a Regulated Provider applies different tariffs for Small Business Customers to those it is required to apply to Consumers in paragraphs 10.4 – 10.7 above it must ensure that its pricing for Small Business Customers is transparent and inform such customers of any differences in treatment that apply.**

## **Premium Rate Service information publication requirements**

**10.9 In relation to Controlled Premium Rate Services (CPRS), Regulated Providers shall provide on request and free of charge the following information and advice to Consumers and Small Business Customers:**

- (a) information about the CPRS mechanisms in the UK market, such as operator billing, premium short messaging service (PSMS) payments, PRS Number service charges, and voice shortcode charges, and how they are applied to the customers' 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 website<sup>2</sup>; 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.**

**10.10 In so doing Regulated Providers shall provide:**

- (a) basic information about how CPRS work including whether the call(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 available<sup>3</sup>;**
- (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**

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<sup>2</sup> [www.psauthority.org.uk](http://www.psauthority.org.uk)

<sup>3</sup> For example, the information may be available via the Phone-paid Services Authority's website.

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

### Method of Publication

10.11 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

~~14.10.12~~ The Communications **Regulated** Providers **must have** ~~shall put~~ **procedures** in place ~~procedures to~~ **ensure that** ~~enable~~ enquiry and helpdesk staff **are aware of the existence and content 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.~~

10.13 **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.**

~~14.13~~ ~~In this Condition:~~<sup>28</sup>

- (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 expected<sup>29</sup>.~~
- ~~(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 numbers<sup>30</sup>;~~

~~(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;<sup>31</sup>~~

~~(m) “Originating Communications Provider” means any Communications Provider that provides call origination services to Domestic and Small Business Customers but excluding Payphone Service Providers;<sup>32</sup>~~

~~(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.~~

**Definitions:**

We are proposing the following changes to definitions:

- omit the definition of “*Communications Provider*” that is currently set out in GCs 10.4(a) and 14.13(b) and specify the scope of application of the revised condition in its first paragraph;
- omit the definition of “*Consumer*” currently set out in paragraph 14.13(d) and replace it with a revised definition that would apply across all the GCs;
- omit the definitions of “*Guidelines*”, “*Major Office*”, “*NTS Calls*”, “*Originating Provider*” and “*Terminating Communications Provider*” on the basis that under the proposed revised drafting these terms would not be used;
- insert a definition of “*Controlled Premium Rate Service*” as having the meaning given to it in the PRS Condition; and
- replace the term “*Telephone Ombudsman Schemes*” with the term “*Alternative Dispute Resolution Schemes*” and define “*Alternative Dispute Resolution Schemes*” as meaning “*any dispute procedures approved by Ofcom under section 54 of the Act for the resolution of disputes in relation to any Complaint between the Regulated Provider and its Domestic and Small Business Customers*”.

We are proposing to move all the other definitions to the Definitions Annex without any substantive change.

### C3 Public pay telephones<sup>4</sup>

#### 6. PUBLIC PAY TELEPHONES

**This condition requires certain information, including call charges and the location of the telephone, to be displayed on or around all public pay telephones.**

#### Scope

**6.1 This Condition applies to all providers of Public Pay Telephones, each of whom is a 'Regulated Provider' for the purposes of this Condition.**

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.~~

#### Information to be displayed

6.2 The Communications **Regulated Providers** shall display and take all reasonable steps to keep displayed prominently on or around **the all** Public Pay Telephones **s** a notice specifying:

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

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

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

(d) **(c)** 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

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<sup>4</sup> Please note that we consulted on this condition in the August 2016 consultation, but we have included it in this Annex for completeness. See also our proposal set out in paragraph 5.36 of this consultation document.

~~(e)~~(d) 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.~~

**Definitions:**

We are proposing the following changes to definitions:

- omit the definition of “*Communications Provider*” that is currently set out in GC 6.4(a) and specify the scope of application of the revised condition in its first paragraph;
- omit the definitions of “*Hull Area*” and “*Public Call Box*” that are currently set out in GC 6.4(b) and (c) in light of the proposed removal of GC 6.1 and 6.3; and
- move the definition of “*Pay Telephone*” from GC 4 into the main Definitions Annex, which enables us to simplify the definition of “*Public Pay Telephone*”, as “*a Pay Telephone which is available to the general public*”.

## C4 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

11.1 The provisions of this Condition apply as follows:

- (a) paragraphs 11.2 and 11.3 apply to any person who provides a Public Electronic Communications Service; and
- (b) paragraphs 11.4 to 11.12 apply to any provider of Publicly Available Telephone Services and/or Publicly Available Internet Access Services (including any wholesale provider), except that paragraphs 11.4 to 11.6 do not apply to any such provider if its Relevant Turnover in its most recent complete financial year is less than £55 million;

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

#### Accurate billing

11.12 ~~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.

11.23 ~~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 11.12 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 (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**

**11.4 Ofcom may from time to time issue a direction under this Condition<sup>5</sup> setting out the process, standards and other requirements that Regulated Providers must comply with to obtain Approval of their Total Metering and Billing Systems.**

11.45 ~~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 **it uses**, in respect of the Publicly Available Telephone Services **and/or Publicly Available Internet Access Services** it provides, **in accordance with the process specified by Ofcom in a direction issued under paragraph 11.4 of this Condition**; 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.~~

11.56 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

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<sup>5</sup> **The direction which is currently in force (the '2014 Ofcom Metering and Billing Direction') was issued on 31 July 2014. It is available [here](#). (The revisions we are proposing to make to the 2014 Ofcom Metering and Billing Direction are set out in Section 14 of this consultation document.)**

~~(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 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.~~

## Access to billing information

### ~~12. Itemised bills~~

~~12.1~~**11.7** The Communications ~~Subject to paragraph 11.9 below, 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.**

~~12.2~~**11.8** ~~In carrying out the obligations under paragraphs 12.1(a) and (b) on or after the Effective Date in~~ 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 paragraph 11.7 above must** 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 17.**

**11.9 If its Subscriber requests the billing information mentioned in paragraph 11.7 above 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.~~

~~12.4~~**11.10** The Communications **Regulated** Providers shall ensure that calls **and Short Messages** which are made from a Subscriber's telephone which are free of charge to that Subscriber, including calls **and Short Messages** to helplines, **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.~~

### **Debt collection and disconnection**

#### **13. ~~Non-payment of bills~~**

~~13.11.11~~ **11.11** 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.

~~13.211.12~~ **11.12** The Communications **Regulated** Providers shall publish details of **the** measures ~~it~~ **they** may take to effect payment or disconnection in accordance with paragraph ~~13.11.11~~ **11.11** above by:

- (a) sending a copy of such information or any appropriate parts of it to any Subscriber who may request such a copy; and
- (b) placing a copy of such information on any relevant website operated or controlled by the Communications **Regulated** Provider.

**Definitions:**

We are proposing the following changes to definitions:

- insert the definition of “*Publicly Available Internet Access Service*”;
- omit the definition of “*Communications Provider*” that is currently set out in GCs 11.6(d), 12.6(b) and 13.3(a) and specify the scope of application of the revised condition in its first paragraph;
- omit the definition of “*Effective Date*” (GC 12.6(d)), which has become redundant because that date (i.e. 1 July 2015) has already passed;
- omit the definition of “*Ofcom Metering and Billing Direction*” (GC 11.6(e)) because it would become redundant;
- omit the definition of “*Applicable Access Charge*” (GC 12.6(a)) because we would use a single definition of “*Access Charge*” across the GCs as a whole;
- omit the definition of “*Consumer*” (GC 12.6(c)), “*Subscriber*” (GC 12.6(e) and GC 13.3(b)) and “*Unbundled Tariff Number*” (GC 12.6(f)) because we propose to use a single definition of these terms across the GCs as a whole;
- amend the definition of “*Approval Body*” (GC 11.6(b));
- amend the definition of “*Bill*” (GC 11.6(c)); and
- amend the definition of “*Relevant Turnover*” (GC 11.6(g)).

We are proposing to move all the other definitions to the Definitions Annex without any substantive change.

## **C5 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 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**

**C5.1 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**

**C5.2 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 Code annexed to this Condition;**
- (b) have, and comply with, a Customer Complaints Code that conforms with Section 2 of the Ofcom Approved Code annexed to this Condition;**
- (c) retain written records of Complaints in conformity with Section 3 of the Ofcom Approved Code annexed to this Condition.**

### **Dispute resolution**

**C5.3 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 Code annexed to this Condition.**

### **Monitoring compliance**

- C5.4 Regulated Providers must monitor their compliance with the obligations imposed by this Condition and the Ofcom Approved 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 problem(s) identified.**

**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 vulnerable consumers**

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 are vulnerable due to circumstances, including but not limited to, age, physical or learning disability, physical or mental illness, low literacy, communications difficulties or changes in circumstances such as bereavement or divorce; 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 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 carrying out its obligation in paragraph 8., the Regulated Provider must also tell the Complainant:
  - a. that the Regulated Provider may consider it reasonable to conclude the Complaint has been resolved to the Complainant's satisfaction if they do not let the Regulated Provider know by the Relevant Date that they consider the Complaint remains unresolved;
  - b. what the Relevant Date is for the particular Complaint;
  - c. where a copy of the Customer Complaints Code can be found on the Regulated Provider's website and the contact details for the Regulated Provider's ADR scheme.
10. Where requested by the Complainant, Regulated Providers must ensure that the information referred to in paragraphs 8. and 9. is issued by 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:
  - a. it 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. Regulated Providers must issue any ADR Letter 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 (see paragraph 8.) and complied with its obligations under paragraph 9.; and
    - ii. the Complainant has not come back to them by the Relevant Date 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 C5.2 c) 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 contact details for the body which administers the ADR Scheme.
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;
  - 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 of the Complainant;
  - d. a description of what the Complaint is about;
  - e. all communications made / received between the Regulated Provider and the Complainant regarding the Complaint, including, as a minimum:
    - i. the date on which the communication was made / received;
    - ii. how the communication was made / 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;
  - f. the date on which the Complaint was resolved / 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. to c. 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. to c. 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 / 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, 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 of the body which administers the ADR Scheme;**
- b. state that the ADR Scheme offers dispute resolution for Complaints, which is independent of the Regulated Provider;**
- 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;**
- d. inform Relevant Customers that they can use the ADR Scheme at no cost to themselves; and**
- e. 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.**

## **C6 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**

**15.1 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 vulnerable consumers**

**15.2 Regulated Providers must establish, publish and implement clear and effective policies and procedures for the fair and appropriate treatment of Consumers whose circumstances may make them vulnerable.**

**15.3 Such policies and procedures must include, as a minimum:**

- (a) practices for ensuring the fair and appropriate treatment of Consumers who may be vulnerable due to circumstances, including but not limited to, age, physical or learning disability, physical or mental illness, low literacy, communications difficulties or changes in circumstances such as bereavement or divorce;**
- (b) the reasonable steps that will be taken to identify Consumers who may be vulnerable;**
- (c) in respect of those Consumers that the Regulated Provider has identified as being in circumstances that make them vulnerable, how information about their needs 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;**
- (d) how all staff are made aware of the policies and procedures and appropriately trained, including (if applicable) how to refer Consumers to specialist teams or members of staff who have received additional training; and**

- (e) how the impact and effectiveness of the policies and procedures are monitored and evaluated.

### Measures for end-users with disabilities

- 15.4 Regulated Providers must take the measures needed to meet the needs of End-Users with disabilities set out in paragraphs 15.5 - 15.11 below 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.<sup>6</sup>

### Access to directory information

- 15.25 Subject to paragraph 15.10, the Communications ~~shall~~ **Regulated Providers must** ensure that any End-User of its services ~~the Publicly Available Telephone Services it provides~~ **who is 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 is capable of connecting such an End-User to a requested Telephone Number at the request of that End-User.

### Relay service

- 15.36 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 ~~his 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.

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<sup>6</sup> See Ofcom's document of 9 August 2016, entitled "A guide to publicising services available to disabled people":

[https://www.ofcom.org.uk/\\_data/assets/pdf\\_file/0015/81132/guidance.pdf](https://www.ofcom.org.uk/_data/assets/pdf_file/0015/81132/guidance.pdf)

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.~~

**15.7 In providing access to Relay Services under paragraph 15.6 above, Regulated Providers must:**

- (a) 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;**
- (b) ensure measures are taken to protect the confidentiality of communications between End-Users of the Relay Service;**
- (c) subject to paragraph 13.1 of Condition 13, ensure that the Relay Service is available for lawful use by End-Users at all times;**
- (d) ensure End-Users are not prevented from communicating with other End-Users of other approved Relay Services; and**
- (e) 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**

15.88 ~~Communications~~**Regulated** Providers shall**must** provide **any** End-Users **of their Publicly Available Telephone 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**

15.69 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** 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 management**

15.710 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;
- (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**

15.911 ~~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;
- (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**

15.412 ~~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 make them vulnerable** are fully taken into account in the development and provision of ~~its~~**their** services.

**Definitions:**

We are proposing the following changes to definitions:

- omit the definition of “*Communications Provider*” which is currently set out in paragraph 15(a) and specify the scope of application of the revised condition in its first paragraph;
- omit the definition of “*Subscriber*” because we propose to use a single definition of this terms across the GCs as a whole; and
- amend the definition of “*Relay Service*” to include the requirements previously set out in GC 15.5.

We are proposing to move all the other definitions to the Definitions Annex without any substantive change.

## **C7 Calling line identification facilities**

**This condition requires communications providers to provide calling line identification facilities 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**

**C7.1 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 Facilities**

**C7.2 Regulated Providers must provide Calling Line Identification Facilities unless they can demonstrate that it is not technically feasible or economically viable to do so.**

**C7.3 Regulated Providers must inform Subscribers if Calling Line Identification Facilities are not available on the service they are providing to those Subscribers.**

**C7.4 When providing Calling Line Identification Facilities, Regulated Providers must:**

- (a) ensure 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.**

**C7.5 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**

**C7.6 Where technically feasible, Regulated Providers must:**

- (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

### **C7.5 This Condition applies subject to the requirements of Relevant Data Protection Legislation.**

#### ~~16. PROVISION OF ADDITIONAL FACILITIES~~

~~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).~~

### **Definitions:**

We are proposing to insert a new definition of "*CLI Data*" as the term is now used in GC C7.4 and C7.6.

We are proposing to move all the other definitions to the Definitions Annex without any substantive change.

## C8 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 from one provider to another.**

#### Scope

- 22.1 This Condition applies 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.**
- 22.2 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**

- 22.3 When selling or marketing Relevant Communications Services, the Regulated Provider that is the Gaining Provider must 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; or**
- (b) it only uses Cancel Other in the circumstances set out in Annex 1;**
- (c) 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;**
  - (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;**
- (d) 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

- 22.4 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 ~~Communications Services~~ **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;

- (ii) a description of the ~~Communications Service~~**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. **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 17.**

#### Switching Customer's termination rights

##### 22.5 **Where the Regulated Provider is the Gaining Provider:**

- (a) When the **Switching Customer** enters into a contract for the provision of ~~Communications Services~~**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.

##### 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 22.5 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

- 22.76 Without prejudice to paragraph 22.87, **the Regulated Provider that is** the Gaining Provider must use reasonable endeavours to create and

keep all records regarding the sale of its ~~Communications Services~~**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 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

22.87 For each contract entered into with a **Switching Customer** for the provision of ~~Communications Services~~**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 ~~Communications Services~~**Relevant Communications Services** supplied by the **Regulated Provider that is** the Losing Provider to the ~~Communications Services~~**Relevant Communications Services** supplied by the Gaining Provider; or, as relevant,
  - (ii) begin acquiring ~~Communications Services~~**Relevant Communications Services** over the Target Line;
- (b) ~~a record of the~~an explanation from the Communications 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.

22.98 The **Regulated Provider that is the** Gaining Provider shall keep the records ~~required in~~ **in accordance with** paragraph 22.87 irrespective of whether the contract for the provision of the ~~Communications Services~~**Relevant Communications Services** is cancelled or

terminated **within the minimum twelve-month period specified in paragraph 22.7.**

### Notification Letters

22.409 When an **Switching Customer** enters into a contract for the provision of ~~Communications Services~~**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 ~~Communications Services~~**Relevant Communications Services**;
- (c) all ~~Communications Services~~**Relevant Communications Services** that will be transferred;
- (d) where relevant, the Calling Line Identification of all ~~Communications Services~~**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, 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.

22.410 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 ~~Communications Services~~**Relevant Communications Services**;
- (c) all ~~Communications Services~~**Relevant Communications Services** that will be transferred;
- (d) where relevant, the Calling Line Identification of all ~~Communications Services~~**Relevant Communications Services** that will be transferred;
- (e) all ~~Communications Services~~**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 ~~Communications Services~~ **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;
- (h) relevant contact details.

**22.4211** Where a contract is entered into with a **Switching Customer** for the provision of Communications Services, the letter sent by the **Regulated Provider that is the** Losing Provider in accordance with paragraph **22.4110** 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 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 ~~Communications Services~~ **Relevant Communications Services**.

**22.4312** The letters under paragraphs **22.409** to **22.4211** must be sent in paper or another Durable Medium. The letter 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

**22.4413** **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 ~~Communications Services~~ **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.~~

**22.14 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.~~

**22.15 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 Migrations of Broadband 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 with the scope of paragraph 22.21.

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

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

### Training

~~22.27~~**18** ~~Communications Providers~~**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

~~22.28~~**19** ~~Communications Providers~~**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 Information

~~22.29~~**20** ~~Communications Providers~~**Regulated Providers** must:

- (a) publish a copy of this Condition, or a link to a copy of this Condition, 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 to the **Switching Customer** free of charge upon reasonable request.

## **Annex 1 to Condition 22**

### **Notification of 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 ~~Communications Service~~ **Relevant Communications Service** supplied by it, that Gaining Provider shall, within a reasonable time, ensure a Transfer Order is placed.

### **Cancel Other**

- 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 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 Relevant Communications Provider.**

## **Annex 2 to Condition 22**

### **Working Line Takeovers**

- A2.1 Subject to paragraphs A2.2 and A2.3, ~~where~~ **where a Relevant 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;
  - (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~~
- ~~(c) — 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.~~

## **Definitions:**

We are proposing the following changes to definitions:

- amend the definition of “*Access Charge*” so that there is one definition in the GCs;
- amend the definition of “*Access Network*” to incorporate proposed new defined terms that are used within this definition;
- amend the definition of “*Broadband Service*” by making clear that the service is within scope where the speed is greater than a dial-up connection. In addition, we do not consider it necessary for the definition to include reference to whom the service is provided;
- remove the definition of “*Communications Provider*” and specify the scope of application of the revised condition in its first paragraph;
- remove the definition of “*Communications Service*” and specify the services that are within scope of the revised condition in its first paragraph;
- remove the defined term “*Customer*” and replace it with the following new defined term “*Switching Customer*”. We propose to include the definition of “*Customer*” in the definition of “*Switching Customer*”;
- amend the definition of “*Durable Medium*” to incorporate the definition given in the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015;
- remove the defined terms “*Effective Date*” and “*Harmonisation Date*” because both defined terms refer to historical dates;
- remove the defined term “*End-User*”. We propose to include the definition of “*End-User*” in the definition of “*Switching Customer*”;
- amend the definition of “*Fixed-line Telecommunications Service*” since we do not consider it necessary for the definition to include reference to whom the service is provided;
- remove the defined terms “*MAC*”, “*Migration Authorisation Code*” and “*MAC Broadband Migrations Process*”. These defined terms are used in the process set out in Annex 3 which we are proposing to remove because it no longer applies;
- amend the definition of “*Migration*” to remove the wholesale switching process since this was relevant to the now historical MAC process for switching broadband;
- amend the definition of “*SMS*” and “*Short Message Service*” to make it simpler;
- amend the definition of “*Transfer Order*” to include reference to KCOM; and
- amend the definition of “*Transfer Period*” to clarify when the period of 10 working days starts.

We are proposing to move all the other definitions to the Definitions Annex with changes, where necessary, to incorporate new defined terms used in their respective definitions, but without any change to their scope.

## **C9 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

23.1 **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 paragraphs 23.4(b)(iv), 23.5 and 23.7 to 23.11 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’;**
- (c) any such Domestic and Small Business Customers are ‘Relevant Customers’.**

~~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**

23.2 ~~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;**

- (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

23.3 ~~The Mobile Service Provider~~ **Regulated Providers** must:

- (a) publish a comprehensive summary of ~~its~~ **their** obligations under this ~~General Condition 23~~ 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~~ to a **Relevant** Customer free of charge upon reasonable request.

#### Obligation with regards to Mobile Service Retailers

23.4 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~~;
- (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 provided to them 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 **s** and keeps **s** records about the sale of the ~~Mobile Service Provider Mobile Telephony Services~~ **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 23.4~~**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 23.4(b)~~; and
- (d) non-compliance by the Mobile Service Retailer with the provisions referred to in ~~General Condition 23.4(b)~~ is appropriately sanctioned by the ~~Mobile Service Provider~~**Regulated Provider**.

### Mobile Service – Information at Point of Sale

23.5 The ~~Mobile Service Provider~~ **Regulated Providers** must use reasonable endeavours to ensure that before entering into or amending a contract for a ~~Mobile Telephony Service~~ **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;
  - (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. **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 17.**

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 Relevant Mobile Services

**23.6 Regulated Providers must ensure that each Relevant Customer receives the Relevant Mobile Services that they have contracted with the Regulated Provider to receive.**

#### Records retention

**23.67** 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 23.40~~ **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

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

#### Due diligence

**23.89** 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 23.89 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

- 23.910 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

- 23.1011 ~~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.

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.

**Definitions:**

We are proposing the following changes to definitions:

- amend the definition of “*Access Charge*” so that there is one definition in the GCs;
- remove the defined term “*Customer*” – we are specifying in the first paragraph of the revised condition that domestic and small business customers (as defined in section 52(6) of the Act and which is the definition of “*Customer*” in this GC 23) are referred to as “*Relevant Customers*”;
- amend the definition of “*Durable Medium*” to incorporate the definition given in the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015;
- remove the defined term “*Effective Date*” because this refers to a historical date;
- remove the defined terms “*Mobile Service*” and “*Mobile Telephony Service*” and replace with one single definition of mobile services in the GCs, which would be “*Mobile Communications Service*”.

We are proposing to move all the other definitions to the Definitions Annex with changes, where necessary, to incorporate new defined terms used in their respective definitions, but without any change to their scope.

# Definitions

~~GC 17~~ **“Access Charge”** means a rate set by a Communications Provider in accordance with paragraph 47.25 **B1.22 of Condition B1** 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 47.27 **B1.24 of Condition B1**; or
- b) where paragraph 47.30 **B1.27 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~~ **a Domestic and Small Business Customer’s** premises and which supports the provision of copper-based access services and fibre-based access services to ~~End-Users~~ **Domestic and Small Business Customers**. 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;

**“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 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 in a Durable Medium from a Regulated Provider to a Complainant:**

- a) in plain English;**
- b) solely about the relevant Complaint;**
- c) informing the Complainant of the body of persons responsible for administering the ADR Scheme which the Regulated Provider has and complies with, and that the ADR Scheme is independent of the Regulated Provider;**
- d) informing 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;**
- e) providing the name and appropriate contact details for the body of persons referred to in (c); and**
- f) informing the Complainant that they can utilise the ADR Scheme at no cost to themselves.**

**“Affiliated Company”<sup>7</sup>** means:

- a) 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; **or**
- b) a company which is controlled by the same person or persons having control of the Communications Provider, and for these purposes ‘control’ means being able to exercise (directly or indirectly) the majority of the voting rights in the company, as defined by Schedule 6, paragraph 2 of the Companies Act 2006;**

**“Allocation”**, 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 Complaint between the Regulated 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 17.15 of Condition 17 **B1.14 of Condition B1**;

**“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 paragraph C4.4 of Condition C4** ~~Metering and Billing Direction;~~

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<sup>7</sup> We have updated the definition of “Affiliated Company” in accordance with the proposals set out in Ofcom’s consultation dated 28 October 2016 on promoting efficient use of geographic telephone numbers, available [here](#).

**“Approval Body”** means ~~the British Approval Board for Telecommunications (BABT),~~ **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 2003;

**“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 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,~~ **including current balance information**;

~~**“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”<sup>8</sup>~~ 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 that enables identification of the number from which a call is being 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;

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<sup>8</sup> We have removed the definition of “BT Average Utilisation Rate” in accordance with the proposals set out in Ofcom’s consultation dated 28 October 2016 on promoting efficient use of geographic telephone numbers, available [here](#).

“**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~~ **Regulated** Provider.

“**Complaint**” means:

- a) an expression of dissatisfaction made by a ~~customer~~ **Domestic and 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 and Small Business Customer**; or
  - ii) the ~~complaint~~ **Complaint**-handling process itself; ~~and~~ **or**
    - iii) **the level of customer service experienced by the Domestic and 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 Regulated Providers must have and comply with pursuant to Condition C5.2(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;

**“Controlled Premium Rate Service” or “CPRS” has the meaning set out in the Condition issued by Ofcom under section 120 of the Act;**

**“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;

**“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;

**“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”** 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 charge payable by the End-User **Switching Customer** for the termination of the contract before the end of the 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 **Initial Commitment Period**, where the Communications Provider has obtained such consent separately for each ~~initial commitment period~~ **Initial 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 Communications **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;

**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~~ **Switching Customer** is transferring; or

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

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

“**Geographic Number**” has the meaning given to it ~~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 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;

“**Initial Commitment Period**” means **a period beginning on the date that a contract between a Regulated Provider and a Customer takes effect and ending on a date specified in that contract during which the Customer may be required to pay a charge to terminate the contract;**

“**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 **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 **Domestic and Small Business Customer’s** premises and a main distribution frame 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 document 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;**

**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 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;~~

~~“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 Surfetime internet access services, calls to 0808 99 numbers for flat rate internet access call origination and calls to 0870 numbers<sup>30</sup>;~~
- ~~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 Surfetime 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 Code of Practice for Complaints Handling” means the code of practice set out in Annex 4 to this General Condition 14.31 **in conformity with which Regulated Providers are required, by Condition C5.2(a), to establish and maintain procedures for the handling of Complaints;**~~

~~“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;<sup>32</sup>~~

“**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;~~

“**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;

“**Ported Number**”<sup>9</sup> means a Specified Geographic Number Allocated to the Communications Provider which Ofcom is satisfied (pursuant to information received from the Communications Provider by ~~4 December~~**31 January** 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~~**November** and ~~31 October~~**15 January** 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 ~~48~~**B3**, 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

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<sup>9</sup> We have updated the definition of “Ported Number” in accordance with the proposals set out in Ofcom’s consultation dated 28 October 2016 on promoting efficient use of geographic telephone numbers, available [here](#).

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,
- 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;

**“PRS Number” means a Non-Geographic Number starting 087, 090, 091, 098 or 118;**

~~“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 Number”<sup>10</sup>** means a Specified Geographic Number Allocated to the Communications Provider which Ofcom is satisfied (pursuant to information received from the Communications Provider by 4 ~~December~~ **31 January** of the

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<sup>10</sup> We have updated the definition of “Public Payphone Number” in accordance with the proposals set out in Ofcom’s consultation dated 28 October 2016 on promoting efficient use of geographic telephone numbers, available [here](#).

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~~**November** and 31 ~~October~~**15 January** 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;**

**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 Date**” means the penultimate day of the 8th week after the Complaint was received;

“**Relevant Turnover**” means annual turnover attributable to the 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 47.26 **B1.23 of Condition B1** 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 ~~17.28~~ **B1.25 of Condition B1**, 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 (i**a**) and (i**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:
  - 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 is neither himself a ~~communications provider~~ **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 a Geographic Number (identified by the Geographic Area Code) 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 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) a person who is a Domestic and Small Business Customer of a Communications Provider which provides Fixed-line Telecommunications Services and/or Broadband Services using Openreach’s or KCOM’s Access Network;**
- b) a person who is a Domestic and Small Business Customer of a different Communications Provider which provides Fixed-line Telecommunications Services and/or Broadband Services using Openreach’s or KCOM’s Access Network; or**
- e) a person who is seeking to become a Domestic and Small Business Customer of 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 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, 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;~~

~~“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;**~~

~~“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 Call Service” means a service that allows End-Users to make a voice call to a number included in a national or international telephone numbering plan using an internet connection where the VoIP Call Service is provided independently of the provision of the internet connection;**

**“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”<sup>11</sup> 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 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;

**“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**

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<sup>11</sup> We have updated the definition of “Wholesale Line Rental” in accordance with the proposals set out in Ofcom’s consultation dated 28 October 2016 on promoting efficient use of geographic telephone numbers, available [here](#).

- 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.