

## A13. Proposed GC amendments for Section 7 on switching and porting

**Table 1: Amendments to Condition C7**

Current GC	Proposed GC [changes to current drafting are in bold text]	Short description of proposed amendments
<b>Scope</b>		
<p>C7.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C7.3 – C7.15 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or DSL Broadband Services to Switching Customers when a Communications Provider Migration is taking place within Openreach’s or KCOM’s Access Network;</p> <p>(b) Conditions C7.16 – C7.20 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or Broadband Services to Switching Customers when a Migration is taking place within Openreach’s or KCOM’s Access Network;</p>	<p>C7.1 The provisions of this Condition C7 apply as follows:</p> <p>(a) <b>Unless specified otherwise, Conditions C7.3 to C7.16 and Conditions C7.43 to C7.45 apply to all providers of Internet Access Services and/or Number-based Interpersonal Communications Services to Switching Customers when a Communications Provider Migration takes place involving such services;</b></p> <p>(b) <b>Conditions C7.3(a) and (b)(i), C7.4 (a) and (d), C7.5(b), C.7.7(a) and C7.10(a) apply to providers of Bundles to Switching Customers when a Communications Provider Migration takes place involving an Internet Access Service and/or a Number-based Interpersonal Communications Service which forms part of that Bundle, and in so far as the Switching Customer concerned is:</b></p> <p><b>(i) a Consumer; or</b></p>	<p>Implement different parts of Art. 106 and 107.</p> <p>Set scope and defined terms for proposed new requirements.</p> <p>Drafting amendments in the description of the scope and defined terms for existing requirements.</p> <p>We explain our proposed changes in paragraphs 7.25-7.31 (services in scope) and 7.32-7.34 (customers in scope) of our consultation document.</p>

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<p>(c) Conditions C7.21 to C7.44 apply to the following persons in respect of any Mobile Switching involving fewer than 25 Mobile Numbers:</p> <p>(i) Conditions C7.21 to C7.25 and Conditions C7.33 to C7.36 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer is, or is considering, transferring;</p> <p>(ii) Conditions C7.26 to C7.28 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer on a Residential Mobile Tariff is, or is considering, transferring;</p> <p>(iii) Conditions C7.29 to C7.32 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer on a Business Mobile Tariff is, or is considering, transferring;</p>	<p><b>(ii) a Microenterprise Customer, Small Enterprise Customer or Not for Profit Customer, unless such Microenterprise Customer, Small Enterprise Customer or Not for Profit Customer has expressly agreed otherwise;</b></p> <p><b>(b) Condition C7.17 applies to providers of Electronic Communications Networks;</b></p> <p>(c) Conditions <b>C7.18 – C7.24</b> apply to providers of Fixed-line Telecommunications Services and/or DSL Broadband Services to Switching Customers <b>that are Domestic or Small Business Customers</b>, when a Communications Provider Migration takes place within Openreach’s or KCOM’s Access Network;</p> <p>(d) Condition <b>C7.25</b> applies to providers of Broadband Services to Switching Customers <b>that are Domestic or Small Business Customers</b>, when a Migration takes place within Openreach’s or KCOM’s Access Network;<sup>1</sup></p> <p>(e) Conditions <b>C7.26 to C7.42</b> apply to providers of <b>Mobile Communications Services to Switching Customers when a Communications Provider Migration takes place</b> involving fewer than 25 Mobile Numbers, <b>but:</b></p>	
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<sup>1</sup> For the avoidance of doubt, Conditions C7.18 to C7.25 apply to Regulated Providers in addition to their obligations under the Conditions listed in Condition C7.1(a).

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<p>(iii) Condition C7.37 applies to any Communications Provider which provides a Mobile Communications Service, to whom a Mobile Switching Customer is, or is considering, transferring; and</p> <p>(iii) Conditions C7.38 to C7.44 apply to any Communications Provider which provides a Mobile Communications Service.</p> <p>Each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p> <p>C7.2 For the purposes of Conditions C7.3 to C7.20: any Fixed-line Telecommunications Services and/or Broadband Services are 'Relevant Communications Services'.</p>	<p>(i) Conditions <b>C7.31 to C7.33</b> apply in relation to <b>Switching Customers</b> that are on a residential tariff; and</p> <p>(ii) Conditions <b>C7.34 to C7.37</b> apply in relation to <b>Switching Customers</b> that are on a business tariff.<sup>2</sup></p> <p>Each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p> <p>C7.2 The following services are 'Relevant Communications Services':</p> <p><b>(a) for the purposes of Conditions C7.3 to C7.16, any Internet Access Services and/or Number-based Interpersonal Communications Services;</b></p> <p><b>(b) for the purposes of Conditions C7.18 to C7.24, any Fixed-line Telecommunications Services and/or DSL Broadband Services within Openreach's or KCOM's Access Network; and</b></p> <p><b>(c) for the purposes of Conditions C7.26 to C7.42, any Mobile Communications Services.</b></p>	
<p><b>Switching of all internet access services and number-based interpersonal communications services</b></p>		
<p><b><i>Migration Date</i></b></p>		

<sup>2</sup> For the avoidance of doubt, these Conditions C7.26 to C7.42 apply to Regulated Providers in addition to their obligations under the Conditions listed in Condition C7.1(a).

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<p>B3.3 The Regulated Provider shall provide Number Portability within the shortest possible time, including subsequent activation...</p> <p>B3.4 The Regulated Provider shall ensure in all cases, other than Mobile Number Portability (as to which see Conditions C7.38 and C7.39), 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.</p> <p>C7.38 Regulated Providers must ensure that the Porting Process shall, unless the relevant Mobile Switching Customer agrees to defer the process, be completed within one Working Day from either:</p> <p>(a) SIM Activation, where the relevant Mobile Switching Customer has already submitted the PAC to the Communications Provider to whom the</p>	<p><b>C7.3 For the purposes of this Condition C7, the Migration Date shall be:</b></p> <p><b>(a) where technically possible, the date requested by the Switching Customer; or</b></p> <p><b>(b) except where Condition C7.3(a) applies:</b></p> <p><b>(i) as soon as possible; and</b></p> <p><b>(ii) no later than:</b></p> <p>a. <b>in cases involving a Communications Provider Migration of Mobile Communications Services, one Working Day after:</b></p> <p>i. SIM Activation, where the relevant <b>Switching Customer</b> has already submitted the PAC <b>or STAC</b> to the <b>Gaining Provider</b> at the time when they entered into the contract; or</p> <p>ii. where SIM Activation has already taken place, submission of the PAC <b>or the STAC</b> to the <b>Gaining Provider</b>;</p> <p>b. <b>in all other cases one Working Day after the date on which all necessary validation</b></p>	<p>Implements Art. 106(1) and (5) and Art. 107.</p> <p>Consolidates current GCs and extends their scope.</p> <p>Condition C7.3(b)(ii) reinstates a requirement that was inadvertently removed from Condition B3 during Ofcom’s reform of the mobile switching process.<sup>3</sup></p> <p>We explain our proposed changes in paragraphs 7.54-7.62 (timing and date of a switch) of our consultation document.</p>
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<sup>3</sup> <https://www.ofcom.org.uk/consultations-and-statements/category-2/consumer-switching-proposals-to-reform-switching-of-mobile-communications-services>

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<p>relevant Mobile Switching Customer wants to switch at the time when they entered into the contract; or</p> <p>(b) where SIM Activation has already taken place, submission of the PAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to switch.</p> <p>C7.39 Regulated Providers must ensure that the Non-Porting Switching Process shall, unless the relevant Mobile Switching Customer agrees to defer the process, be completed within one Working Day from either:</p> <p>(a) SIM Activation, where the relevant Mobile Switching Customer has already submitted the STAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to switch at the time when they entered into the contract; or</p> <p>(b) where SIM Activation has already taken place, submission of the STAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to switch.</p>	<p><b>processes have been completed, the network connection is ready for use by the Switching Customer, and, where relevant, the porting of the relevant Telephone Number(s) is(are) ready for activation.</b></p>	
<p><b><i>Communications Provider Migration Process (including Porting Process)</i></b></p>		

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N/A	<p>C7.4 <b>All Regulated Providers shall ensure that:</b></p> <p><b>(a) they maintain simple and efficient processes:</b></p> <ul style="list-style-type: none"><li><b>(i) for Communications Provider Migrations involving Relevant Communications Services that they provide;</b></li><li><b>(ii) for the transfer of any services which are included in a Bundle with the Relevant Communications Service(s) being transferred; and</b></li><li><b>(iii) in relation to any Terminal Equipment, included as part of a Bundle with the Relevant Communications Services(s) being transferred, that the Switching Customer wishes to return or retain;</b></li></ul> <p><b>(b) they cooperate in good faith and take all necessary steps within their control to complete the Communications Provider Migration process in accordance with this Condition C7 and Condition B3 and any applicable industry agreed processes;</b></p> <p><b>(c) they do not delay or abuse the Communications Provider Migration process;</b></p> <p><b>(d) there is continuity of service, unless not technically feasible, and any loss of service during the</b></p>	<p>Implements Art. 106 (1), (5) and (6) and Art. 107.</p> <p>New provision.</p> <p>We explain our proposed changes in paragraphs 7.37-7.45 (maintaining switching processes) and 7.46-7.53 (gaining provider-led processes) of our consultation document.</p>
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	<p><b>Communications Provider Migration does not exceed one Working Day; and</b></p> <p><b>(e) the Communications Provider Migration is completed on the Migration Date.</b></p> <p><b>C7.5 The Regulated Provider that is the Gaining Provider must:</b></p> <p><b>(a) lead the Communications Provider Migration;</b></p> <p><b>(b) allow a Switching Customer who so requests to make use of the processes set out in Condition C7.4(a).</b></p>	
<p><b><i>Specific obligations relating to Porting Process</i></b></p>		
<p>B3.3 The Regulated Provider shall provide Number Portability ... on reasonable terms and conditions, including charges, to any of its Relevant Subscribers who so request.</p> <p>B3.6 ...(e) any direct charges to Relevant Subscribers for providing Number Portability do not act as a disincentive to Subscribers against changing their Regulated Provider.</p>	<p>C7.6 All Regulated Providers shall ensure that:</p> <p>(a) they provide Number Portability on reasonable terms and conditions to any <b>Switching Customer</b> who so requests;</p> <p><b>(b) they provide Number Portability for a minimum of one month after the date of termination by the Switching Customer of the contract for the provision of the Relevant Communications Service(s), unless the Switching Customer expressly agrees otherwise at the point when they terminate the contract; and</b></p> <p>(c) <b>no direct charges are applied to the Switching Customer for the provision of Number Portability.</b></p>	<p>Implements Art. 106 (2), (3) and (4).</p> <p>Amends existing requirements/ adds new requirements.</p> <p>We explain our proposed changes in paragraphs 7.77-7.83 (porting-specific obligations) of our consultation document.</p>

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<b>Provision of services by Losing Provider</b>		
<p>C7.36 On the Working Day on which the Porting Process or the Non-Porting Switching Process has been completed, any Regulated Provider must, after that process has been completed:</p> <p>(a) cease providing the Mobile Communications Services it was providing to the relevant Mobile Switching Customer before the relevant Mobile Switching Customer switched using the Porting Process or the Non-Porting Switching Process; and</p> <p>(b) ensure that any charges which the relevant Mobile Switching Customer may be required to pay, other than any Early Termination Charge, are charges incurred only as a result of the provision of the Mobile Communications Services up to and including the Working Day referred to in this paragraph, and do not include any charges in respect of any part of any period of notice that the relevant Mobile Switching Customer is required to provide in order to exit the contract with the Regulated Provider, that would otherwise extend beyond</p>	<p><b>C7.7 The Regulated Provider that is the Losing Provider must:</b></p> <p><b>(a) where technically feasible, continue to provide the Relevant Communications Service(s) or Bundle on the same terms until the Communications Provider Migration is completed;</b></p> <p><b>(b) ensure that its contract with the Switching Customer is automatically terminated on the Working Day on which the Communications Provider Migration has been completed;</b></p> <p><b>(c) ensure that in the case of failure of the Porting Process, the number and relevant Communications Services of the Switching Customer are reactivated until the Porting Process is completed successfully;</b></p> <p><b>(d) refund, upon request, any remaining credit to the Switching Customer using prepaid services, minus any fees provided for in their contract with the Switching Customer, in so long as such fees are proportionate to the actual costs incurred by the Losing Provider in offering the refund.</b></p> <p><b>C7.8 The Regulated Provider that is the Losing Provider shall ensure that:</b></p>	<p>Implement Art. 106(1), (5) and (6) and Art. 107</p> <p>Extend scope of existing requirements/ add new requirements.</p> <p>We explain our proposed changes in paragraphs 7.63-7.68 (continuity of service), 7.69-7.71 (refunds) and 7.180-7.195 (notice periods) of our consultation document.</p>



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<p>the Working Day referred to in this paragraph.</p>	<p><b>(a) when a Communications Provider Migration takes place involving fewer than 25 Mobile Numbers, any Switching Customer;</b></p> <p><b>(b) in all other cases, a Switching Customer that is a Consumer;</b></p> <p><b>is only required to pay charges,</b> other than any Early Termination Charge, which are incurred as a result of the provision of the <b>Relevant Communications Services being transferred</b> up to, and including, <b>the date on which the contract is automatically terminated,</b> and do not include any charges in respect of any remaining notice period that the relevant <b>Switching Customer</b> is required to provide in order to exit the contract with the <b>Losing Provider.</b></p>	
<p><b><i>Express consent</i></b></p>		
<p>C7.3 When selling or marketing Relevant Communications Services, the Regulated Provider that is the Gaining Provider must ensure that:</p> <p>(a) it does not engage in Slamming..</p> <p>C7.4 The Regulated Provider that is the Gaining Provider must take all reasonable steps to ensure that before entering into a contract for the provision of Relevant Communications Services, the Switching</p>	<p>C7.9 The Regulated Provider that is the Gaining Provider must take all reasonable steps to ensure that:</p> <p>(a) <b>it does not transfer a Relevant Communications Service without the Switching Customer’s Express Consent, and in particular, that</b> it does not engage in Slamming; and</p> <p>(b) any Switching Customer who is requesting a Communications Provider Migration is authorised to do so and intends to enter into the contract.</p>	<p>Implements Art. 106(6).</p> <p>Extends scope of existing requirements.</p> <p>We explain our proposed changes in paragraphs 7.136-7.148 (consent) of our consultation document.</p>

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<p>Customer who is requesting a Communications Provider Migration:</p> <p>(a) is authorised to do so;</p> <p>(b) intends to enter into the contract; ...</p>		
<p><b><i>Provision of information</i></b></p>		
<p>C7.41 Regulated Providers must provide guidance for Subscribers on the Porting Process and Non-Porting Switching Process that is:</p> <p>(a) concise and easy to understand; and</p> <p>(b) only contains relevant information about the Porting Process and Non-Porting Switching Process.</p> <p>C7.42 Regulated Providers must ensure that the guidance to be provided in accordance with Condition C7.41 is well publicised and readily available on their websites.</p>	<p>C7.10 Regulated Providers must <b>take all reasonable steps to ensure that:</b></p> <p><b>(a) Switching Customers are adequately informed before and during the Communications Provider Migration process, including in relation to their right to compensation in accordance with Condition C7.43;</b></p> <p>(b) they provide <b>guidance on the Communications Provider Migration process, including the right to compensation in accordance with Condition C7.43, that:</b></p> <p><b>(i) is concise and easy to understand;</b></p> <p>(ii) only contains relevant information about the process, <b>including any steps that Switching Customers may need to take in order to continue using any services and/or facilities they may have access to pursuant to Condition C5; and</b></p> <p>(iii) is well publicised and readily available on their websites.</p>	<p>Implements Art. 106(1), (6), (second paragraph) and 106(9).</p> <p>Extends scope of existing requirement/ adds new requirements.</p> <p>Drafting modifications to simplify and clarify wording of existing requirements.</p> <p>We explain our proposed changes in paragraphs 7.95-7.102 (information) of our consultation document.</p>

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<p>C7.3 When selling or marketing Relevant Communications Services, the Regulated Provider that is the Gaining Provider must ensure that: ...</p> <p>(b) any information it provides to the Switching Customer is accurate and not misleading, including information about:</p> <ul style="list-style-type: none"><li>(i) its Relevant Communications Services;</li><li>(ii) the impact on other Relevant Communications Services which the Switching Customer is currently receiving, as a result of buying the Relevant Communications Services being sold or marketed by the Gaining Provider; and</li><li>(iii) the impact on the Switching Customer's existing contractual obligations with other Regulated Providers, as a result of buying the Relevant Communications Services being sold or marketed by the Gaining Provider; and</li></ul> <p>(c) it asks Switching Customers if they also want the information provided in a</p>	<p>C7.11 The Regulated Provider that is the Gaining Provider must <b>include the following information as part of the information provided in accordance with Condition C1.3, when such information is provided to a Switching Customer that is a Consumer:</b></p> <ul style="list-style-type: none"><li><b>(a) the Relevant Communications Services that will be transferred, including, where relevant, the Calling Line Identification of all Relevant Communications Services that will be transferred;</b></li><li><b>(b) an explanation that the Switching Customer is transferring their services; and</b></li><li><b>(c) the location of the Regulated Provider's guidance in accordance with Condition C7.10.</b></li></ul>	<p>Implements Art. 106(6) (second paragraph)</p> <p>Extends scope of existing requirements/ adds new requirements.</p> <p>We explain our proposed changes in paragraphs 7.103-7.106 (information) of our consultation document.</p>
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<p>Durable Medium and, if they do, the Regulated Provider must provide the information in that form.</p> <p>C7.4 The Regulated Provider that is the Gaining Provider must take all reasonable steps to ensure that before entering into a contract for the provision of Relevant Communications Services, the Switching Customer who is requesting a Communications Provider Migration: ..</p> <p>(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:</p> <p>(i) the identity of the legal entity the Switching Customer is contracting with and its telephone, website and/or e-mail contact details; and</p> <p>(ii) a description of the Relevant Communications Services requested; the key charges; payment terms; the existence of any termination right, termination</p>		
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<p>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 Fixed Commitment Period. For the purposes of this provision, key charges include minimum contract charges, any Early Termination Charges and, if the Switching Customer is a Consumer, the Access Charge to be applied by the Regulated Provider for the purpose of calculating the amounts payable by that Switching Customer for calls to Unbundled Tariff Numbers in accordance with Condition B1.</p>		
<p>N/A</p>	<p><b>C7.12 The Regulated Provider that is the Losing Provider must take all reasonable steps to ensure that Switching Customers who are Consumers are provided with the following information, in the manner and form set out in Condition C7.13:</b></p> <p><b>(a) an explanation that the Switching Customer is transferring their Relevant Communications Services;</b></p> <p><b>(b) the Migration Date, where known to the Losing Provider;</b></p>	<p>Implements Art. 106(1), (6)(second paragraph) and (9).</p> <p>New provision.</p> <p>We explain our proposed changes in paragraphs 7.107-7.135 (information) of our consultation document.</p>

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	<p>(c) a clear identification of all Relevant Communications Services that will be transferred, including, where relevant, the Calling Line identification of all Relevant Communications Services that will be transferred;</p> <p>(d) the impact, whether direct or indirect, financial or otherwise, that the Losing Provider reasonably expects the Communications Provider Migration to have on any Relevant Communications Services or other types of services provided by the Losing Provider, including any services and/or facilities that the Switching Customer may have access to pursuant to Condition C5;</p> <p>(e) all Relevant Communications Services provided by the Losing Provider that the Losing Provider reasonably expects to remain unaffected by the transfer;</p> <p>(f) the total charge payable by the Switching Customer on the Migration Date, or where that date is not known to the Losing Provider, on the day on which the information is provided, presented as a single (where applicable, aggregated) charge;</p> <p>(g) an explanation of the following:</p>	
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	<ul style="list-style-type: none"><li>(i) the cost and any process or conditions for returning or retaining Terminal Equipment;</li><li>(ii) in relation to Mobile Communications Services, as part of the information provided under (i), whether the handset is provided on a separate contractual basis than the SIM, and if it is, the amount still payable under the contract after transfer to another Communications Provider and/or the date on which the Switching Customer will cease to pay for the handset; and</li><li>(iii) any credit balance in respect of prepaid services and, if applicable, the right to a refund of this balance in accordance with Condition C7.7(d), including the process for claiming such a refund and any conditions applying to this refund;</li></ul> <p>(h) the location of the Regulated Provider's guidance in accordance with Condition C7.10;</p> <p>(i) the right to compensation in accordance with Condition C7.43;</p> <p>(j) where the information is provided in a letter, the date of the letter and the relevant contact details of the Losing Provider; and</p>	
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	<p>(k) where the information is provided in an electronic format, a web link to the log-in page for the Switching Customer's account with the Losing Provider.</p> <p><b>C7.13</b> The information set out in Condition C7.12 must be:</p> <ul style="list-style-type: none"><li>(a) accurate; and</li><li>(b) provided in clear, comprehensible and neutral terms and on a Durable Medium.</li></ul> <p><b>C7.14</b> Conditions C7.12 and C7.13 shall not apply to:</p> <ul style="list-style-type: none"><li>(a) providers of Fixed-line Telecommunications Services and/or DSL Broadband Services to Switching Customers who are Domestic or Small Business Customers when a Communications Provider Migration is taking place within Openreach's or KCOM's Access Network (in relation to which see Condition C7.20); and</li><li>(b) providers of Mobile Communications Services where a Communications Provider Migration is taking place involving less than 25 Mobile Numbers (in relation to which see Conditions C7.26 to C7.37).</li></ul>	
<p>Records retention</p>		



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<p>C7.6 Without prejudice to Condition C7.7, the Regulated Provider that is the Gaining Provider must use reasonable endeavours to create and keep all records regarding the sale of its Relevant Communications Services, for a period of not less than six months. Such records must include the date and approximate time of the contact with the Switching Customer, the means through which the 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.</p>	<p><b>C7.15 For each contract entered into with a Switching Customer who is:</b></p> <p><b>(i) a Domestic or Small Business Switching Customer, in relation to the provision of Fixed-line Telecommunications Services and/or DSL Broadband Services where a Communications Provider Migration is taking place within the Openreach’s or KCOM’s Access Network; or</b></p> <p><b>(ii) a Consumer, in relation to all Relevant Communications Services;</b></p> <p>the Regulated Provider that is the Gaining Provider must create and keep individually retrievable records of the following, for a period of no less than twelve months:</p>	<p>Implements Art 106(6).</p> <p>Extend scope of existing requirements.</p> <p>Merge requirements in current GC C7.6 and C7.7.</p> <p>Drafting modifications to simplify and clarify wording of existing requirements.</p>
<p><b>Record of consent</b></p>		
<p>C7.7 For each contract entered into with a Switching Customer for the provision of Relevant Communications Services, the Regulated Provider that is the Gaining Provider must create and keep individually retrievable records of the following, for a period of not less than twelve months:</p> <p>(a) a direct record of consent, as provided by the Switching Customer, to:</p> <p>(i) migrate from the Relevant Communications Services supplied</p>	<p>(a) a direct record of consent, as provided by the Switching Customer, to migrate from the Relevant Communications Services supplied by the Losing Provider to the Relevant Communications Services supplied by the Gaining Provider;</p> <p>(b) a record of the explanation from the Losing Provider that they are required to create a record of the Switching Customer’s consent;</p> <p>(c) the name and address of the Switching Customer;</p> <p>(d) the time, date and means by which the consent in sub-section (a) above was given;</p>	<p>We explain our proposed changes in paragraphs 7.141-7.148 (consent) of our consultation document.</p>

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<p>by the Regulated Provider that is the Losing Provider to the Relevant Communications Services supplied by the Gaining Provider; or, as relevant,</p> <p>(ii) begin acquiring Relevant Communications Services over the Target Line;</p> <p>(b) a record of the explanation from the Regulated Provider that they are required to create a record of the Switching Customer’s consent;</p> <p>(c) the name and address of the Switching Customer;</p> <p>(d) the time, date and means by which the consent in sub-section (a) above was given;</p> <p>(e) where appropriate, the place where the consent in sub-section (a) above was given and the salesperson(s) involved;</p> <p>(f) the Target Address; and</p> <p>(g) where appropriate, the Calling Line Identification of the Target Line.</p> <p>C7.8 The Regulated Provider that is the Gaining Provider shall keep the records in</p>	<p>(e) where appropriate, the place where the consent in sub-section (a) above was given and the salesperson(s) involved;</p> <p>(f) where relevant, a direct record of consent to begin acquiring the Relevant Communications Services over the Target Line, the Target Address; and where appropriate, the Calling Line Identification of the Target Line; and</p> <p>(g) all available records regarding the sale of its Relevant Communications Services, including 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 sufficient information to allow subsequent identification of the salesperson(s) involved and to assist in dealing with any complaint or query.</p> <p>C7.16 The Regulated Provider that is the Gaining Provider shall keep the records in accordance with <b>Condition C7.15</b> irrespective of whether the contract for the provision of the Relevant Communications Services is cancelled or terminated within the minimum twelve-month period specified in that Condition.</p>	
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<p>accordance with Condition C7.7 irrespective of whether the contract for the provision of the Relevant Communications Services is cancelled or terminated within the minimum twelve-month period specified in Condition C7.7.</p>		
<p><b><i>Obligations on providers of Electronic Communications Networks</i></b></p>		
<p>N/A</p>	<p><b>C7.17 Communications Providers whose Electronic Communications Networks are used by either the Gaining Provider or the Losing Provider, or both, shall ensure that there is no loss of service that would delay the Communications Provider Migration.</b></p>	<p>Implements Art. 106(5).  New provision.  We explain our proposed changes in paragraphs 7.72-7.76 (responsibilities of third-party providers) of our consultation document.</p>
<p><b>Switching of fixed-line telecommunications services and DSL broadband services within Openreach’s and KCOM’s access network</b></p>		
<p><b><i>Switching Customer’s termination rights</i></b></p>		
<p>C7.5</p>	<p>C7.18</p>	<p>No changes other than in the use of defined terms and cross-references to other provisions.</p>

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		We explain our proposed changes in paragraphs 7.204-7.210 (Notification of Transfer) of our consultation document.
<b>Notification letters</b>		
C7.9	C7.19	<p>Implements Art. 105(6), second paragraph.</p> <p>No changes other than in the use of defined terms and cross-references to other provisions.</p> <p>We explain our proposed changes in paragraphs 7.204-7.210 (Notification of Transfer) of our consultation document.</p>
<p>C7.10 The Regulated Provider that is the Losing Provider must, in accordance with the industry agreed process, send the Switching Customer a letter. The letter shall set out in clear, intelligible and neutral terms:</p> <p>(a) the date of the letter;</p>	<p>C7.20 The Regulated Provider that is the Losing Provider must, in accordance with the industry agreed process, send the Switching Customer a letter. The letter shall set out in clear and intelligible terms:</p> <p><b>(a) the information listed in Condition C7.12 (a) to (e), (g)(i) and (iii), and (h) to (j); and</b></p>	<p>Implements Art. 106(1) and (6) (second paragraph).</p> <p>Maintains existing requirements/ adds new requirements.</p>

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<p>(b) that the Switching Customer is transferring their Relevant Communications Services;</p> <p>(c) all Relevant Communications Services that will be transferred;</p> <p>(d) where relevant, the Calling Line Identification of all Relevant Communications Services that will be transferred;</p> <p>(e) all Relevant Communications Services or other types of services provided by the Losing Provider that the Losing Provider reasonably expects to be directly or indirectly affected by the transfer;</p> <p>(f) all Relevant Communications Services provided by the Losing Provider that the Losing Provider reasonably expects to remain unaffected by the transfer;</p> <p>(g) a reasonable estimate of the Migration Date; and</p> <p>(h) relevant contact details.</p> <p>C7.11 Where a contract is entered into with a Switching Customer for the provision of Relevant Communications Services, the letter sent by the Regulated Provider that is</p>	<p>(b) an explanation that the transfer will automatically take effect on the Migration Date and that no contact is required with the Losing Provider to cancel the existing service;</p> <p>(c) an explanation of the applicable Early Termination Charge as set out in the contract;</p> <p>(d) the means by which the Early Termination Charge must be paid;</p> <p>(e) the amount of the Early Termination Charge due at the estimated Migration Date; and</p> <p>(f) an explanation that after the transfer, the Switching Customer will receive a Bill including any Early Termination Charge that is due.</p>	<p>Drafting modifications to simplify and clarify wording of existing requirements.</p> <p>We explain our proposed changes in paragraphs 7.204-7.210 (Notification of Transfer) of our consultation document.</p>
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<p>the Losing Provider in accordance with Condition C7.10 shall, in addition to the information listed therein, set out in clear, intelligible and neutral terms:</p> <ul style="list-style-type: none"><li>(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;</li><li>(b) an explanation that after the transfer, the Switching Customer will receive a final Bill including any Early Termination Charge that is due;</li><li>(c) an explanation of the applicable Early Termination Charge as set out in the contract;</li><li>(d) the means by which the Early Termination Charge must be paid;</li><li>(e) the amount of the Early Termination Charge due at the estimated Migration Date; and</li><li>(f) where applicable, the impact of the transfer on the prices of all continuing Relevant Communications Services.</li></ul>		
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C7.12	C7.21	<p>No changes other than in use of defined terms and cross-references to other provisions.</p> <p>We explain our proposed changes in paragraphs 7.204-7.210 (Notification of Transfer) of our consultation document.</p>
<b>Other obligations</b>		
C7.13 – C7.16, Annex 1 and 2	C7.22 – C7.25, Annex 1 and 2	No amendments other than in cross-references to other provisions.
C7.17 – C7.20	N/A	<p>Deleted.</p> <p>We explain our reasons for removing these Conditions in paragraphs 7.209 and 7.210 (Notification of Transfer) of our consultation document.</p>
<b>Mobile switching (fewer than 25 mobile numbers)</b>		
<b>Providing the PAC or the STAC and Switching Information on request</b>		
C7.21 Regulated Providers must provide a PAC or an STAC and/or (as applicable) Switching Information to their Mobile Switching Customers on request.	C7.26 The Regulated Provider <b>that is the Losing Provider</b> must provide to their <b>Switching Customers the following information upon request, in the manner and form set out in Conditions C7.28 to C7.37:</b>  (a) a PAC or an STAC; and/or	See Art. 106(6) (second paragraph).

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<p>C7.22 Regulated Providers must ensure that the Switching Information provided in accordance with Condition C7.21 complies with the following requirements:</p> <ul style="list-style-type: none"><li>(a) it must be accurate as at the day on which it is sent by the Regulated Provider;</li><li>(b) it must set out the total charge payable by the Mobile Switching Customer, and where the request is for more than one Mobile Number, any charges payable must be aggregated across all Mobile Numbers for which the request was made;</li><li>(c) it must set out any outstanding credit balances in respect of Prepaid Mobile Services;</li><li>(c) when the Switching Information is provided online or by SMS it must contain a web link to the log-in page for the Mobile Switching Customer’s account with the Regulated Provider;</li><li>(d) it must be provided in clear, intelligible and neutral terms.</li></ul> <p>Definitions:</p>	<p><b>(b) the information listed in Condition C7.12 (f) to (k) (referred to hereafter as the ‘Mobile Switching Information’).</b></p> <p>C7.27 The Regulated Provider <b>that is the Losing Provider may also include the following information as part of the Mobile Switching Information:</b></p> <ul style="list-style-type: none"><li><b>(a) the information set out in Condition C7.12(d);</b></li><li>(b) any other factual information that the Losing Provider considers the Switching Customer should know about prior to transferring to another Communications Provider.</li></ul>	<p>Drafting modifications to simplify and clarify wording of existing requirements.</p> <p>We explain our proposed changes in paragraphs 7.211-7.217 (Auto-Switch) of our consultation document.</p>
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<p>'Switching Information' means information about any of the following that are applicable to a Subscriber to whom the information is provided:</p> <ul style="list-style-type: none"><li>(a) any Early Termination Charge(s) that is/are payable, presented as a single (where applicable, aggregated) charge;</li><li>(b) any credit balance in respect of any Prepaid Mobile Service;</li><li>(c) the web link to the log-in page for the Mobile Switching Customer's account with the Regulated Provider;</li><li>(d) whether the handset is provided to the Subscriber on a separate contractual basis to the SIM, and if it is, the amount still payable under that contract after transfer to another Communications Provider and/or the date on which the Mobile Switching Customer will cease to pay for the handset;</li><li>(e) whether transferring to another Communications Provider for Mobile Communications Services will have an impact on any other service provided to the Mobile Switching Customer; and</li><li>(f) any other factual information the Regulated Provider considers the Mobile Switching Customer should know about</li></ul>		
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<p>prior to transferring to another Communications Provider for Mobile Communications Services;</p>		
<p><b>Other obligations</b></p>		
<p>C7.23 to C7.49 (except for C7.36, C7.38 and C7.39)</p>	<p>C7.28 – C7.42</p>	<p>No changes other than in GC numbers and in use of defined terms and cross-references to other provisions.</p>
<p><b>Obligation to provide compensation</b></p>		
<p>B3.10 Where Regulated Providers delay the porting of a Telephone Number that is not a Mobile 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.</p> <p>B3.11 The Regulated Provider shall set out in plain English and in an accessible manner for each Relevant Subscriber how Relevant Subscribers can access the compensation provided for in Condition B3.10 above, and how any compensation will be paid to the Subscriber.</p> <p>C7.43 Where a Regulated Provider, delays the completion of the Porting Process or the Non-Porting Switching Process beyond the</p>	<p><b>C7.43 Regulated Providers shall provide Switching Customers with compensation in an easy and timely manner in the case of failure to comply with the obligations laid down in this Condition C7, as well as any missed service and installation appointments.</b></p> <p><b>C7.44 Where compensation is payable in accordance with Condition C7.43 to a Switching Customer that is a Consumer, compensation must be paid no later than:</b></p> <p><b>(a) where compensation is due for delays in completing the Communications Provider Migration, 30 calendar days after the date on which the delayed Communications Provider Migration is completed or the Switching Customer or Regulated Provider terminates or cancels the Relevant Communications Service(s) intended to be transferred; or</b></p>	<p>Implements Art. 106(8).</p> <p>New provisions to address inadvertent narrowing of the scope of the compensation provisions as a result of the mobile switching reforms.</p> <p>We explain our proposed changes in paragraphs 7.149-7.179 (compensation) of our consultation document.</p>

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<p>one Working Day time limit set out in Condition C7.38 or Condition C7.39, or where there is an abuse of the Porting Process or the Non-Porting Switching Process by them or on their behalf, the Regulated Provider, shall provide reasonable compensation as soon as is reasonably practicable to the relevant Mobile Switching Customer for such failure.</p> <p>C7.44 Regulated Providers shall set out in plain English and in an accessible manner for each relevant Mobile Switching Customer guidance on how they can access the compensation provided for in Condition C7.43, and how any compensation will be paid to them.</p> <p>N/A</p>	<p><b>(b) where compensation is due for a missed service or installation appointment, 30 calendar days after the date of the missed appointment.</b></p> <p><b>C7.45 No compensation shall be payable in accordance with Condition C7.43 where the Regulated Provider has given notice of a change or cancellation of a service or installation appointment at least 24 hours in advance of the original appointment time or if the Switching Customer has otherwise agreed to a change in the appointment time slot for the same day. Any such agreement by the Switching Customer must be recorded by the Regulated Provider.</b></p>	
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**Table 2: Amendments to Condition B3**

Current GC	Proposed GC [changes to current drafting are in bold text]	Short explanation of proposed amendment
<p>B3.1 This Condition applies to any person who provides:</p> <p>(a) an Electronic Communications Network; or</p> <p>(b) an Electronic Communications Service to a Subscriber with a number or numbers from the National Telephone Numbering Plan.</p> <p>B3.2 For the purposes of this Condition:</p> <p>(a) any such person referred to in Condition B3.1 is a ‘Regulated Provider’; and</p> <p>(b) any such Subscriber referred to in Condition B3.1(b) is a ‘Relevant Subscriber’.</p>	<p>B3.1 This Condition applies to any person who provides:</p> <p>(a) an Electronic Communications Network; or</p> <p>(b) an Electronic Communications Service to a <b>Customer</b> with a number or numbers from the National Telephone Numbering Plan.</p> <p>For the purposes of this Condition, any such person is a ‘Regulated Provider’.</p>	<p>Drafting amendments.</p> <p>GC B3.1 (b) has been amended to rectify an inadvertent error during the last review of Ofcom’s General Conditions.</p> <p>We explain our proposed changes in paragraphs 7.199-7.203 (changes to GC B3 on porting) of our consultation document.</p>
<p>B3.6 (a) to (d), B3.7 and B3.8</p>	<p>B3.2, B3.3 and B3.5</p>	<p>No amendments other than references to defined terms and cross-references to other Conditions.</p>
<p>N/A</p>	<p><b>B3.4 Communications Providers whose Electronic Communications Networks are used by either the Donor Provider or the Recipient Provider, or both, shall ensure</b></p>	<p>Implements Art. 106(5)</p> <p>New provision.</p>

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	<p><b>that there is no loss of service that would delay Number Portability or Portability.</b></p>	<p>We explain our proposed changes in paragraphs 7.72-7.76 (responsibilities of third party providers) of our consultation document.</p>
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**Table 3: Proposed changes to definitions used in Conditions B3 and C7**

Current definition	Proposed definition	Short description of proposed amendment
<p>'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;</p> <p>'Communications Provider Migration' means a process by which a Switching Customer transfers from a Fixed-line Telecommunications Service and/or a DSL Broadband Service supplied by one Communications Provider operating on Openreach's or KCOM's Access Network to a Fixed-line Telecommunications Service and/or a DSL Broadband Service provided by another Communications Provider operating on Openreach's or KCOM's Access Network;</p> <p>'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;</p>	<p>'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 <b>in relation to a Communications Provider Migration involving the transfer of Fixed-line Telecommunications Services and/or DSL Broadband Services within Openreach's or KCOM's Access Network;</b></p> <p>'Communications Provider Migration' means a process by which a Switching Customer transfers from a <b>Public Electronic Communications Service</b> supplied by one Communications Provider to a <b>Public Electronic Communications Service</b> provided by another Communications Provider, <b>including activation of the service by the new provider. Where the Switching Customer has requested to retain their Telephone Number(s), the Communications Provider Migration includes the Porting Process;</b></p> <p>'Customer Number' means the Telephone Number(s) which any <b>Communications Provider's Public Electronic Communications Network recognises as relating to a particular Customer of that Communications Provider;</b></p>	<p>Modifications to existing defined terms and definitions/ addition of new ones for use in relation to proposed amendments in Conditions B3 and C7.</p> <p>Drafting amendments to simplify and clarify the drafting of existing definitions.</p> <p>Deletion of defined terms that are no longer needed.</p> <p>No modifications to other terms, other than in use of other defined terms.</p>

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<p>'Gaining Provider' means:</p> <ul style="list-style-type: none"><li>(a) the Communications Provider to whom a Switching Customer is transferring; or</li><li>(b) the Communications Provider to whom an Inbound Switching Customer makes a Home-Move Request;</li></ul> <p>'Losing Provider' means the Communications Provider from whom a Switching Customer is transferring;</p> <p>'Migration Date' means the date on which the transfer of a Fixed-line Telecommunications Service and/or a DSL Broadband Service or takeover of the Target Line will be effected, at which point the Switching Customer's Fixed-line Telecommunications Service and/or DSL Broadband Service will commence being provided to the Switching Customer by a different Communications Provider operating on Openreach's or KCOM's Access Network or at a different location;</p> <p>'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</p>	<p>'Donor Provider' means a Communications Provider whose <b>Customer</b> Numbers are in the process of being, or have been passed or ported to a Recipient Provider;</p> <p>'Gaining Provider' means:</p> <ul style="list-style-type: none"><li>(a) the Communications Provider to whom a Switching Customer is <b>or is considering</b> transferring; or</li><li>(b) the Communications Provider to whom an Inbound Switching Customer makes a Home-Move Request;</li></ul> <p>'Losing Provider' means the Communications Provider from whom a Switching Customer is <b>or is considering</b> transferring;</p> <p>'Migration Date' means the date on which the <b>Communications Provider Migration</b> or takeover of the Target Line will be effected, at which point the Switching Customer's <b>Public Electronic Communications Service</b> will commence being provided by a different Communications Provider or at a different location, <b>and, where applicable, the porting and subsequent activation of the relevant Telephone Number(s) will have been completed;</b></p> <p>'Mobile Switching Information' means the information listed in <b>Conditions C7.26 and C7.27;</b></p>	
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<p>Termination Point of a Subscriber provided that such retention of a Telephone Number is in accordance with the National Telephone Numbering Plan;</p> <p>‘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;</p> <p>‘Porting Authorisation Code’ or ‘PAC’ means a unique code used to signify the Donor Provider’s consent to the Subscriber being entitled to request and have their Mobile Number ported to another Communications Provider;</p> <p>‘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;</p> <p>‘Subscriber Number’ means the Telephone Number (or Telephone Numbers) which any Communications</p>	<p>‘Number Portability’ means a facility whereby <b>Switching Customers</b> who so request can retain their Telephone Number(s) on a Public Electronic Communications Network, independently of the person providing the service at the Network Termination Point of the <b>Switching Customer</b> provided that such retention of a Telephone Number is in accordance with the National Telephone Numbering Plan;</p> <p>‘Portability’ means any facility which may be provided by a Communications Provider to another Communications Provider enabling <b>Number Portability</b>;</p> <p>‘Porting Authorisation Code’ or ‘PAC’ means a unique code used to signify the <b>Lossing</b> Provider’s consent to a Subscriber being entitled to <b>switch</b> to another Communications Provider <b>without the Subscriber porting their Mobile Number</b>;</p> <p>‘Recipient Provider’ means a Communications Provider to whom <b>Customer</b> Number(s) are in the process of being, or have been passed or ported from a Donor Provider;</p> <p>‘Service Termination Authorisation Code’ or ‘STAC’ means a <b>unique code used to signify the Donor Provider’s consent to the Switching Customer being entitled to request and have their Mobile Number ported to another Communications Provider</b>;</p>	
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<p>Provider's Public Electronic Communications Network recognises as relating to a particular Subscriber of that Communications Provider;</p> <p>'Switching Customer' means a Customer that is a Domestic or Small Business Customer in relation to a Communications Provider which provides Fixed-Line Telecommunications Services and/or DSL Broadband Services using Openreach's or KCOM's Access Network;</p>	<p>'Switching Customer' means:</p> <ul style="list-style-type: none"><li><b>(a) a Subscriber (of either the Gaining or the Losing Provider) who has requested, is requesting, or considers requesting a Communications Provider Migration or Number Portability; and</b></li><li><b>(b) an End-user who has requested, is requesting, or considers requesting Number Portability after the termination of their contract, pursuant to Condition C7.6(b);</b></li></ul>	
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