

# **Annex 16: Proposed Amended General Conditions of Entitlement**

Unofficial Consolidated Version

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# About this document

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On 19 September 2017, Ofcom revoked the general conditions of entitlement (the 'general conditions') set out in the notification published by the Director General of Telecommunications on 22 July 2003 with effect from 1 October 2018 and set revised general conditions with effect from the same date.

This is an unofficial consolidated version of the revised general conditions which incorporates, for ease of reference, all the modifications made to these conditions since September 2017 in a single document.

While every reasonable effort is made to ensure that the information provided in this document is accurate, no guarantees of the accuracy of information are made, and this document has no legal effect. Therefore, in relation to each specific amendment, you are advised to consult the relevant notifications, listed on the final page of this document, as these contain an explanation of the reasons for the decision to amend and the specific modifications that have been made.

For the avoidance of doubt, in the case of any difference between texts, the text set out in the notification of 19 September 2017 and any subsequent notification published on Ofcom's website shall take precedence over this unofficial version of the revised general conditions.

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# Legal basis for the General Conditions

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

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

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

### Definitions and interpretation relating to the conditions in this Schedule

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

For the purpose of interpreting the Conditions in this Schedule:

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

# Part A: Network functioning conditions

## A1 General network access and interconnection obligations

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

### Scope

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

(a) **Condition** A1.2 applies to any person who provides a **Public Electronic Communications Network**; and

(b) **Condition** A1.3 applies to any **Communications Provider**,

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

### Obligation to negotiate interconnection

A1.2 Any **Regulated Provider** shall, to the extent requested by any other provider of a **Public Electronic Communications Network** in any part of the European Union, negotiate with that provider with a view to concluding an agreement for **Interconnection** (or an amendment to an existing agreement for **Interconnection**) within a reasonable period.

### Information obtained during negotiations for network access

A1.3 Where a **Regulated Provider** acquires information from another **Communications Provider** in confidence before, during or after the process of negotiating **Network Access**, the **Regulated Provider** shall use that information solely for the purpose for which it was supplied and respect at all times the confidentiality of information transmitted or stored. Such information shall not be passed on to any other party (in particular other departments, subsidiaries or partners) for whom such information could provide a competitive advantage.

## A2 Standards and specifications

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

### Scope

A2.1 This **Condition** applies to all **Communications Providers**.

### European standards and specifications

A2.2 **Communications Providers** must comply with any relevant compulsory standards and/or specifications listed in the Official Journal of the European Union for the provision of services, technical interfaces and/or network functions pursuant to Article 17 of the **Framework Directive**.

A2.3 In addition, **Communications Providers** shall take full account of:

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

### International standards and specifications

A2.4 In the absence of such standards and/or specifications referred to in **Conditions A2.2 and A2.3**, **Communications Providers** shall take full account of international standards or recommendations adopted by the International Telecommunication Union (ITU), the European Conference of Postal and Telecommunications Administrations (CEPT), the International Organisation for Standardisation (ISO) and the International Electrotechnical Committee (IEC).

## A3 Availability of services and access to emergency services

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

### Scope

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

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

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

### Availability of services, including access to emergency services<sup>1</sup>

A3.2 **Regulated Providers** must take all necessary measures to ensure:

- (a) the fullest possible availability of **Voice Communications Services** and **Internet Access Services** provided over **Public Electronic Communications Networks** in the event of catastrophic network breakdown or in cases of force majeure; and
- (b) uninterrupted access to **Emergency Organisations** and uninterrupted transmission of public warnings as part of any **Voice Communications Services** offered.

A3.3 **Regulated Providers** must inform their **Domestic and Small Business Customers** in plain English and in an easily accessible manner that access to **Emergency Organisations** using

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<sup>1</sup> See also "Ofcom's Guidance on security requirements in sections 105A to D of the Communications Act 2003", which is available at [https://www.ofcom.org.uk/\\_\\_data/assets/pdf\\_file/0021/51474/ofcom-guidance.pdf](https://www.ofcom.org.uk/__data/assets/pdf_file/0021/51474/ofcom-guidance.pdf)

**VoIP Outbound Call Services** may cease if there is a power cut or power failure, or a failure of the internet connection on which the service relies. This information must be provided during the sales process, within the terms and conditions of use, and in any user guide issued by the **Regulated Provider**.

### Emergency call numbers (“112” and “999”)<sup>2</sup>

A3.4 **Regulated Providers** must ensure that all **End-Users** can access **Emergency Organisations** by using the emergency call numbers “112” and “999” at no charge and, in the case of a **Pay Telephone**, without having to use coins or cards. In the case of **Regulated Providers** providing **Mobile Communications Services**, this obligation also applies to access by all **End-Users** to **Emergency Organisations** by using **eCalls**.

### Caller location information

A3.5 **Regulated Providers** shall, to the extent technically feasible, make accurate and reliable **Caller Location Information** available for all calls to the emergency call numbers “112” and “999”, at no charge to **End-Users** and the **Emergency Organisations** handling those calls, at the time the call is answered by those organisations.

A3.6 In order to make accurate and reliable **Caller Location Information** available to the **Emergency Organisations** handling the calls to “112” and “999”, a **Regulated Provider** must comply with the following requirements:

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

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



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- (ii) where it has a reasonable expectation that, or has been informed that, its **VoIP Outbound Call Service** is to be accessed from multiple locations, it must recommend that its **Domestic and Small Business Customers** register and update the location information associated with it, whenever accessing the **VoIP Outbound Call Service** from a new location; and
- (d) in all circumstances where available, a **Regulated Provider** must provide handset-derived **Caller Location Information**.

## A4 Emergency planning

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

### Scope

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

### Provision or restoration of services

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

- (a) the authorities responsible for **Emergency Organisations**; and
- (b) such departments of central and local government as **Ofcom** may from time to time direct for the purposes of this **Condition**<sup>3</sup>,

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

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

A4.4 Nothing in this **Condition** precludes **Regulated Providers** from:

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

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<sup>3</sup> See Ofcom's emergency planning direction, which is available at:  
[https://www.ofcom.org.uk/data/assets/pdf\\_file/0021/116364/Emergency-Planning-Direction.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0021/116364/Emergency-Planning-Direction.pdf)

## A5 Must carry obligations

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

### Scope

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

### Must Carry Obligations

A5.2 **Regulated Providers** shall, on a direction of **Ofcom** made from time to time for the purposes of this **Condition**, broadcast or otherwise transmit any service specified in that direction which is also set out in section 64(3) of the **Act** as modified from time to time by the Secretary of State pursuant to section 64 of the **Act**.

A5.3 **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.

## Part B: Numbering and technical conditions

### B1 Allocation, adoption and use of telephone numbers

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

#### Scope

B1.1 This **Condition** applies to all **Communications Providers**.

#### General prohibitions on adoption and use

B1.2 A **Communications Provider** shall not **Adopt Telephone Numbers** from Part A of the **National Telephone Numbering Plan**<sup>4</sup> unless:

- (a) the **Telephone Numbers** have been **Allocated** to the **Communications Provider**; or
- (b) the **Communications Provider** has been authorised (either directly or indirectly) to **Adopt** those **Telephone Numbers** by the person **Allocated** those **Telephone Numbers**.

B1.3 The **Communications Provider** may only use a **Telephone Number** from Part A of the **National Telephone Numbering Plan** where that **Telephone Number** has been **Allocated** to a person, unless the use in question is for the purposes of indicating that the **Telephone Number** has not been **Allocated**.

B1.4 The **Communications Provider** may only use (or, where specified, **Adopt**) a **Telephone Number** listed in Part C of the **National Telephone Numbering Plan** where such use or **Adoption** is in accordance with the designation attributed to that **Telephone Number**.

#### Requirements in connection with the adoption of telephone numbers

B1.5 In providing an **Electronic Communications Network** or an **Electronic Communications Service**, the **Communications Provider** shall comply with:

- (a) all applicable restrictions and requirements as are set out in the **National Telephone Numbering Plan**; and
- (b) any restrictions or requirements set out in a notification issued by **Ofcom** to that **Communications Provider** recording the **Allocation** of specific **Telephone Numbers** to it.

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<sup>4</sup> See the National Telephone Numbering Plan, which is available at [https://www.ofcom.org.uk/data/assets/pdf\\_file/0013/102613/national-numbering-plan-june-2017.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0013/102613/national-numbering-plan-june-2017.pdf)

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- B1.6 Where **Telephone Numbers** have been **Allocated** to the **Communications Provider**, that provider shall secure that such **Telephone Numbers** are **Adopted** or otherwise used effectively and efficiently.
- B1.7 The **Communications Provider** shall not unduly discriminate against another **Communications Provider** in relation to its **Adoption** or use of **Telephone Numbers** for purposes connected with the use by that other **Communications Provider**, or its **Customers**, of any **Electronic Communications Network** or **Electronic Communications Service**.
- B1.8 The **Communications Provider** shall take all reasonably practicable steps to secure that its **Customers**, in using **Telephone Numbers**, comply (where applicable) with the provisions of this **Condition**, the provisions of the **National Telephone Numbering Plan** and the **Non-provider Numbering Condition**.<sup>5</sup>

### Requirements in connection with the transfer of use of allocated telephone numbers

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

### Application for allocation or reservation of telephone numbers

- B1.10 When applying for an **Allocation** or reservation of **Telephone Numbers**, the **Communications Provider** shall:
- (a) use **Ofcom's** online number management system or, if that system is unavailable, the application form made available on the **Ofcom** website from time to time;
  - (b) provide such information as is required by such system or application form; and
  - (c) provide to **Ofcom**, on request, any other information considered by **Ofcom** to be relevant to the application, and the supply of which does not place an undue burden on the **Communications Provider**.
- B1.11 **Ofcom** will determine, taking into account the provisions of the **National Telephone Numbering Plan**, any application for **Telephone Numbers** by the end of the period of three weeks after the date of the receipt by it of the completed application form. Where **Ofcom**

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<sup>5</sup> See Ofcom's non-provider numbering condition, which is available at:  
[https://www.ofcom.org.uk/data/assets/pdf\\_file/0018/116532/Non-Provider-Numbering-Condition.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0018/116532/Non-Provider-Numbering-Condition.pdf)

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has required any additional information under **Condition B1.10(c)** in relation to any application, **Ofcom** will determine the application by the end of the period of three weeks after the date of the receipt by it of that additional information.

### Charging for specified geographic numbers

- B1.12 The **Communications Provider** shall pay to **Ofcom** any applicable **Annual Number Charge** within 14 days of receipt of an invoice from **Ofcom**.
- B1.13 The **Annual Number Charge** will be billed annually in arrears following the end of each **Charging Year**.
- B1.14 The **Annual Number Charge** for a **Communications Provider** shall be:
- (a) the charges applicable to that **Communications Provider** calculated in accordance with **Condition B1.15**; less
  - (b) any reduction applicable to that **Communications Provider** calculated in accordance with **Condition B1.16**.
- B1.15 In respect of each **Specified Geographic Number** the **Communications Provider** must pay £0.1/365 for every day within the **Charging Year** for which that **Specified Geographic Number** is **Allocated** to it. Such amounts are payable irrespective of whether or not a **Specified Geographic Number** has been **Adopted** or is in use.
- B1.16 If relevant, the amount of any reduction for a **Communications Provider** in respect of a **Charging Year** shall be:
- (a) (the total number of the **Communications Provider's Ported Specified Geographic Numbers**) x £0.1 ÷ (the **Average Industry Utilisation Rate**); plus
  - (b) (the total number of the **Communications Provider's WLR Specified Geographic Numbers**) x £0.1 ÷ (the **BT Average Utilisation Rate**); plus
  - (c) (the total number of the **Communications Provider's Public Payphone Specified Geographic Numbers**) x £0.1 ÷ (the **Communications Provider Average Utilisation Rate**).
- B1.17 If any reduction calculated pursuant to **Condition B1.16** exceeds the charges applicable to that **Communications Provider** calculated in accordance with **Condition B1.15**, the **Annual Number Charge** shall be zero.

### Withdrawal of a number allocation

- B1.18 **Ofcom** may withdraw an **Allocation of Telephone Numbers** from a **Communications Provider** where:
- (a) the **Communications Provider** has not **Adopted** those **Telephone Numbers** within six months, or such other period as **Ofcom** may from time to time direct, from the date on which the **Telephone Numbers** were **Allocated**;

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

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

- (d) the **Communications Provider** has used a significant proportion of those **Telephone Numbers**, or has used such **Allocation** to a significant extent, inconsistently with this **Condition**, or to engage in fraud or misuse; or
- (e) **Ofcom** has advised the **Communications Provider** in writing that a significant proportion of those **Telephone Numbers** has been used, or that such **Allocation** has been used to a significant extent, to cause harm or a nuisance, and the **Communications Provider** has failed to take adequate steps to prevent such harm or nuisance.

#### Requirements in connection with the use of telephone numbers

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

B1.20 **Condition B1.19** does not apply in respect of:

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

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

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

B1.22 The **Access Charge** must:

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

### B1.23 The **Service Charge**:

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

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

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

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

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

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



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- B1.27 Where this **Condition** applies, the **Access Charge Element** shall be deemed to be zero.
- B1.28 For the purpose of calculating and billing the **Service Charge Element** of the retail price for calls to **Unbundled Tariff Numbers**, the **Communications Provider** must ensure that it has systems able to accommodate up to one hundred (100) different **Price Points**.
- B1.29 In relation to the obligation under **Condition** B1.28, the **Price Points** accommodated by the systems of the **Communications Provider** must:
- (a) reflect on a fair and reasonable basis the rates proposed to the **Communications Provider** by other providers in respect of their **Service Charges**, taking account of the volume and range of such proposals; and
  - (b) be set in increments of no less than £0.01.

## Annex to Condition B1

[See Condition B1.15]

**Geographic Numbers** which are **Specified Geographic Numbers** for the purposes of **Condition B1**.

Specified Geographic Numbers identified by Geographic Area Code	
Geographic Area Code	Area
01202	Bournemouth
01274	Bradford
01642	Middlesbrough
01273	Brighton
01224	Aberdeen
01793	Swindon
01908	Milton Keynes
01782	Stoke-on-Trent
01865	Oxford
01792	Swansea
01206	Colchester
01582	Luton
01604	Northampton
01603	Norwich
01223	Cambridge
01752	Plymouth
01332	Derby
01384	Dudley
01925	Warrington
01253	Blackpool
01382	Dundee
01482	Hull
01702	Southend-on-Sea
01902	Wolverhampton
01753	Slough

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01483	Guildford
01452	Gloucester
01924	Wakefield
01276	Camberley
01772	Preston

## B2 Directory information

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

### Scope

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

### Provision of directory information

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

B2.3 **Regulated Providers** must supply each of their **Subscribers**, on request, with a **Directory** or **Directories** containing **Directory Information** on all **Subscribers** who have been assigned **Telephone Numbers** by any **Regulated Provider** for any specified area in the United Kingdom. Any **Directories** supplied shall not contain **Directory Information** for any **Subscribers** who have exercised their right to have their **Directory Information** excluded from **Directories**.

B2.4 **Regulated Providers** must ensure that any **Directories** they produce are updated at least once a year.

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

### Charges

B2.6 **Regulated Providers** may charge:

- (a) **End-Users** a fee for making **Directories** available to them; and
- (b) their **Subscribers** a fee for the inclusion of their **Directory Information** in a **Directory** or **Directory Enquiry Facility**.

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

### Data protection

B2.7 This **Condition** applies subject to the requirements of **Relevant Data Protection Legislation**.

## B3 Obligations to enable number portability

*This condition sets out the rules which communications providers must follow when working with each other in order to allow End-users to take their landline and/or mobile number(s) with them when changing provider (porting of numbers). It is a complement to Condition C7 which aims to ensure that End-users are sufficiently protected and informed during the process of changing providers and porting their numbers.*

### Scope

B3.1 This **Condition** applies to any person who provides:

- (a) an **Electronic Communications Network**; or
- (b) an **Electronic Communications Service** to a **Customer** with a number or numbers from the **National Telephone Numbering Plan**.

For the purposes of this **Condition**, any such person is a '**Regulated Provider**'.

B3.2 The **Regulated Provider** shall, pursuant to a request from another **Regulated Provider**, provide **Portability** as soon as is reasonably practicable and 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. In particular, charges shall be 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) **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 **Portability** involving **Mobile Numbers**, the **Donor Provider** shall make no charge or annual fee for ongoing costs relating to registration of a ported **Telephone Number** or a **Customer**; and
- (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**.

B3.3 Where the **Regulated Provider** provides **Portability** in accordance with **Condition B3.2**:

- (a) the **Recipient Provider**; and
- (b) the **Portability Transit Provider**,

shall, as appropriate, provide **Portability** on reasonable terms.

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- B3.4 **Communications Providers** whose **Electronic Communications Networks** are used by either the **Donor Provider** or the **Recipient Provider**, or both, shall ensure that there is no loss of service that would delay **Number Portability** or **Portability**.
- B3.5 The **Regulated Provider** shall, on written request, provide **Ofcom** with a record of each **Telephone Number** in relation to which it is providing **Portability**, specifying the relevant **Recipient Provider** in each case.

## B4 Access to numbers and services

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

### Scope

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

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

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

### Granting, limiting and blocking access to numbers and services

B4.2 **Regulated Providers** shall ensure, where technically and economically feasible and subject to **Condition** C6.6, that **End-Users** in any part of the European Union are able to:

- (a) access and use those **Non-Geographic Numbers** which the **Regulated Provider Adopts**; and
- (b) access all **Telephone Numbers** provided in the European Union, regardless of the technological devices used by the operator, including those in the **National Telephone Numbering Plan** and Universal International Freephone Numbers (UIFN).

B4.3 **Regulated Providers** shall limit access for calling **End-Users** located in specific geographical areas to **Telephone Numbers** assigned to a **Subscriber** where that **Subscriber** has chosen for commercial reasons to limit such access.

B4.4 **Regulated Providers** shall, where requested by or on behalf of **Ofcom** on the basis of fraud or misuse, block access to **Telephone Numbers** and/or **Public Electronic Communications Services** and in such cases withhold revenue associated with such **Telephone Numbers** and/or **Public Electronic Communications Services**.

### Missing children hotline number

B4.5 **Regulated Providers** shall ensure that any **End-User** can access a hotline for missing children by using the number "116000".th

## Part C: Consumer protection conditions

### C1 Contract requirements

*This condition aims to protect customers by ensuring that contracts for public electronic communications services include key information about the services they are receiving and that such information is provided to them before they enter into their contract to allow them to make an informed choice. It also sets out requirements about contract duration, termination and renewal which are designed to ensure that customers are treated fairly and are able to switch to a different provider in appropriate cases. This condition also imposes requirements on providers to adequately inform customers about their options and rights when they reach the end of their contract and to inform customers annually about their tariff options.*

#### Scope

C1.1 The provisions of this **Condition C1** apply as follows:

(a) **Conditions C1.3 to C1.7** apply to providers of **Public Electronic Communications Services**, as specified in **Annex 1** to this **Condition**, when they provide such services to:

- (i) **Consumers**; and/or
- (ii) **Microenterprise Customers, Small Enterprise Customers or Not for Profit Customers**, unless they have expressly agreed otherwise;

but they do not apply to such providers when they provide **Machine-to-Machine Transmission Services**;

(b) **Conditions C1.8 to C1.11** apply to providers of **Public Electronic Communications Services** when they provide these services to the following:

- (i) in relation to **Conditions C1.8 and C1.11**, **Consumers** and/or **Microenterprise Customers, Small Enterprise Customers or Not for Profit Customers** unless such **Microenterprise Customers, Small Enterprise Customers or Not for Profit Customers** have expressly agreed otherwise;
- (ii) in relation to **Condition C1.9**, **Consumers**; and
- (iii) in relation to **Condition C1.10**, **Domestic and Small Business Customers**;

but they do not apply to such providers when they provide **Number-independent Interpersonal Communications Services** and/or **Machine to Machine Transmission Services**;

(c) **Condition C1.12** applies to providers of **Internet Access Services** and/or **Number-based Interpersonal Communications Services** when they provide these services to:

- (i) **Consumers**; and/or



- (ii) **Microenterprise Customers, Small Enterprise Customers or Not for Profit Customers**, unless they have expressly agreed otherwise;
- (d) **Conditions C1.14 to C1.20**:
  - (i) apply to providers of **Public Electronic Communications Services** when they provide these services to **End-users**, except when they provide **Number-independent Interpersonal Communications Services**; but
  - (ii) they only apply to providers of **Machine to Machine Transmission Services** in so far as the **End-user** concerned is a **Consumer, Microenterprise Customer, Small Enterprise Customer or Not for Profit Customer**;
- (e) **Conditions C1.13, and C1.21 to C1.36** apply to providers of **Public Electronic Communications Services** when they provide these services to **Subscribers**, except when they provide **Number-independent Interpersonal Communications Services** and/or **Machine to Machine Transmission Services**;
- (f) **Conditions C1.8 to C1.20** (except for **Conditions C1.9, C1.13 and C1.22**) also apply to providers of **Bundles** when they provide **Bundles** to:
  - (i) **Consumers**; and/or
  - (ii) **Microenterprise Customers, Small Enterprise Customers or Not for Profit Customers**, unless they have expressly agreed otherwise.

C1.2 In this **Condition C1**:

- (a) each provider to whom a provision applies in accordance with **Condition C1.1** is a **'Regulated Provider'** for the purposes of that provision;
- (b) each **Public Electronic Communications Service** in relation to which a provision applies in accordance with **Condition C1.1** is a **'Relevant Communications Service'** for the purposes of that provision;
- (c) each type of **Customer, End-user** and/or **Subscriber** in relation to whom a provision applies in accordance with **Condition C1.1** is a **'Relevant Customer'** for the purposes of that provision; and
- (d) a **'Bundle'** is a **Bundle** comprising an **Internet Access Service** and/or a **Number-based Interpersonal Communications Service**.

### Information requirements

C1.3 Before a **Relevant Customer** is bound by a contract for a **Relevant Communications Service, Regulated Providers** shall provide that **Relevant Customer** with the **Contract Information** set out in the **Annex to Condition C1** to the extent that it relates to a service they provide.

C1.4 The **Contract Information** referred to in **Condition C1.3** shall be provided:

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- (a) in a clear and comprehensible manner;
- (b) at a time that reasonably allows the **Relevant Customer** to make an informed decision; and
- (c) on a **Durable Medium**.

Where its provision on a **Durable Medium** is not feasible, the **Contract Information** shall be made available in an easily downloadable document. The **Regulated Provider** shall expressly draw the attention of the **Relevant Customer** to the availability and the importance of downloading such document.

- C1.5 Before the **Relevant Customer** is bound by a contract, **Regulated Providers** shall provide the **Relevant Customer**, free of charge, with a **Contract Summary**.
- C1.6 The **Contract Summary** must be provided to the **Customer** at a time that reasonably allows them to make an informed decision. The contract shall only become effective once the **Relevant Customer** has received the **Contract Summary** and has expressly agreed to the terms as set out therein.
- C1.7 The **Contract Information** and **Contract Summary** shall become an integral part of the contract between the **Regulated Provider** and the **Relevant Customer**. The **Contract Information** and **Contract Summary** shall not be changed unless the parties to the contract expressly agree otherwise.

### Conditions and procedures for contract termination

- C1.8 Without prejudice to any **Commitment Period**, **Regulated Providers** shall ensure that conditions or procedures for contract termination do not act as disincentives for **Relevant Customers** against changing their **Communications Provider**.
- C1.9 Without limiting the extent of **Condition C1.8**, **Regulated Providers** shall ensure that no **Handset Locking Restrictions** are applied to any **Mobile Device** sold or provided to **Relevant Customers** as part of a **Bundle** with a **Relevant Communications Service** that they provide.
- C1.10 Without limiting the extent of **Condition C1.8**, **Regulated Providers** must not, at the end of any **Commitment Period**, renew their contract with a **Relevant Customer** for a further **Commitment Period** unless they have first obtained the **Relevant Customer's Express Consent**. Such **Express Consent** must be obtained in relation to each new **Commitment Period**.

### Contract duration

- C1.11 **Regulated Providers** shall not include a term in any contract, other than an **Instalment Contract for a Physical Connection**, with a **Relevant Customer**, that stipulates a **Commitment Period** of more than 24 months in duration.
- C1.12 **Regulated Providers** shall not extend the duration of a contract for the provision of a **Relevant Communications Service** where a **Relevant Customer** subsequently purchases an additional service or **Terminal Equipment**, unless that **Regulated Provider** obtains the

**Relevant Customer's Express Consent** when they enter into the contract for the provision of the additional service or **Terminal Equipment**.

C1.13 Regulated Providers shall ensure that **Relevant Customers** are able to subscribe to a contract for the provision of **Relevant Communications Services** with a maximum duration of 12 months.

#### Contractual modifications

C1.14 **Regulated Providers** shall:

- (a) give their **Relevant Customers** notice not shorter than one month of any contractual modifications relating to a **Relevant Communications Service**, or a **Bundle** or any elements thereof, that is provided by them;
- (b) give their **Relevant Customers** the notice in Condition C1.14(a) in a clear and comprehensible manner on a **Durable Medium**; and
- (c) at the same time as giving the notice in **Condition** C1.14(a), inform the **Relevant Customer** of their right to terminate their contract(s) in accordance with **Condition** C1.15, at no additional cost other than the charges set out in **Condition** C1.16, if the proposed modifications are not acceptable to them.

C1.15 When notifying a contractual modification pursuant to **Condition** C1.14, **Regulated Providers** shall allow the **Relevant Customer** to terminate their contract and/or any contract(s) forming part of a **Bundle** with that contract, within one month after notification, unless the proposed modification is exclusively to the benefit of that **Relevant Customer**, is of a purely administrative nature and has no negative effect on the **Relevant Customer**, or is directly imposed by law.

C1.16 **Regulated Providers** shall ensure that where a **Relevant Customer** exercises their right to terminate a contract or contracts in accordance with **Condition** C1.15, such **Relevant Customer** is not required to pay any additional charges other than:

- (a) the **Service Fee(s)** for the period ending on the day on which the relevant contract is terminated pursuant to **Condition** C1.20; and
- (b) where the **Relevant Customer** exercises the right to terminate a **Bundle** which includes **Terminal Equipment** that the **Relevant Customer** chooses to retain:
  - (i) where the **Bundle** consists of **Linked Split Mobile Contracts**, the principal amount due under the **Mobile Device Loan Agreement**; or
  - (i) in all other cases, the smaller of:
    - a. the remaining value of the **Terminal Equipment** on the day on which the contract is terminated in accordance with **Condition** C1.20, calculated in accordance with Condition C1.18; or

b. the **Terminal Equipment Fee** for the period from the day on which the contract is terminated pursuant to **Condition C1.20** until the end of the **Commitment Period**.

C1.17 Without limiting the extent of **Condition C1.16**, where a **Relevant Customer** exercises their right to terminate a contract or contracts pursuant to **Condition C1.15**, they shall not be required to pay any **Early Termination Charges**. In particular, where the **Relevant Communications Service** is provided under **Linked Split Mobile Contracts, Regulated Providers** shall not require the **Relevant Customer** to terminate their **Mobile Device Loan Agreement** and pay any amount due upon termination of that agreement, unless the **Relevant Customer** also exercises their right to terminate that agreement.

C1.18 For the purposes of **Condition C1.16**, the remaining value of the **Terminal Equipment** refers to an amount calculated in accordance with the terms set out in the contract and which should reflect the value of the equipment, taking into account any depreciation in its value considering the length of time for which it was used, minus any payments already made towards the cost of the equipment.

C1.19 Where a **Relevant Customer** exercises their right to terminate a **Bundle** which includes **Terminal Equipment**, or any elements thereof, pursuant to **Condition C1.15**, **Regulated Providers** shall take all necessary steps to ensure that any **Handset Locking Restrictions** can be lifted, free of charge, on or before the day on which the contract(s) is(are) terminated pursuant to **Condition C1.20**.

C1.20 Subject to **Condition C7.7(a)**, where a **Relevant Customer** exercises the right to terminate a contract or contracts pursuant to **Condition C1.15**, the contract(s) shall be terminated on the day before the proposed modification comes into effect, unless the **Relevant Customer** expressly agrees otherwise.

*[Automatic contract prolongation and **End-of-contract notification**<sup>6</sup>*

C1.21 **Regulated Providers** must comply with **Conditions C1.22 to C1.23**, if each of the following requirements are met:

(a) the **Relevant Customer** has a contract with the **Regulated Provider** for a **Relevant Communications Service**;

(b) the contract has a **Commitment Period**; and

(c) the terms of the contract provide (or governing law provides) for the contract to be automatically prolonged after the expiry of the **Commitment Period**.

C1.22 Where **Condition C1.21** applies, **Regulated Providers** shall ensure that after the automatic prolongation of the contract for the **Relevant Communications Service**:

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<sup>6</sup> Conditions C1.21 and C1.23 to C1.36 come into force on 15 February 2020.

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- (a) the **Relevant Customer** has the right to terminate the contract with a notice period of one month;
- (b) the **Relevant Customer** has the right to terminate all contracts forming part of a **Bundle** with that contract, with a notice period of one month, in so far as the bundled contract(s) has(have) also been automatically prolonged after the expiry of their **Commitment Period**; and
- (c) where the **Relevant Customer** exercises their right to terminate under **Condition C1.22(a)** and/or (b), they do not incur any costs other than payment of the **Service Fee(s)** for the notice period.

**C1.23** Where **Condition C1.21** applies, **Regulated Providers** must send an **End of Contract Notification** to the **Relevant Customer** in the manner and form specified by **Conditions C1.24** to **C1.28**.

**C1.24** If the **Relevant Customer** is a **Consumer**, the **End-of-Contract Notification** shall include the following information in respect of the contract for the **Relevant Communications Service**, in a clear and comprehensible form:

- (a) the date on which the **Commitment Period** for that contract ends;
- (b) details of the services provided by the **Regulated Provider** to the **Relevant Customer** under that contract;
- (c) the notice period (if any) which applies to the **Relevant Customer** under that contract (where the contract is for a **Mobile Communications Service**, the **Regulated Provider** may instead include a message that a notice period may apply);
- (d) a message that the **Relevant Customer** may terminate that contract without paying an **Early Termination Charge** after the **Commitment Period** ends;
- (e) details of other contracts for **Public Electronic Communications Services** between the **Regulated Provider** and the **Relevant Customer**;
- (f) details of other contracts between the **Regulated Provider** and the **Relevant Customer** which form part of a **Bundle** with the contract for the **Relevant Communications Service**;
- (g) how the **Relevant Customer** may terminate that contract;
- (h) the current **Core Subscription Price** payable by the **Relevant Customer** under that contract;
- (i) the **Core Subscription Price** that will be payable by the **Relevant Customer** for the services referred to in (b) (and, where relevant, any changes referred to in (j)) after the **Commitment Period** for that contract ends;
- (j) details of any changes to the services referred to in (b) that will come into effect because the **Commitment Period** for that contract is ending;

- (k) the dates on which the **Commitment Periods** end for the other contracts referred to in (e) and (f);
- (l) details of the options available to the **Relevant Customer** at the end of the **Commitment Period** for that contract; and
- (m) the **Regulated Provider's** best tariffs.

- C1.25 If the **Relevant Customer** is not a **Consumer**, the **End-of-Contract Notification** shall inform the **Relevant Customer** of the end of the **Commitment Period** and how the **Relevant Customer** may terminate the contract for the **Relevant Communications Service**. At the same time, the **Regulated Provider** must give the **Relevant Customer** best tariff advice relating to their services.
- C1.26 If the **Relevant Customer** is a **Microenterprise Customer**, **Small Enterprise Customer** or **Not For Profit Customer**, the **End-of-Contract Notification** referred to in Condition C1.25 must include details of other contracts between the **Regulated Provider** and the **Relevant Customer** which form part of a **Bundle** with the contract for the **Relevant Communications Service**, unless the **Relevant Customer** has expressly agreed otherwise.
- C1.27 **Regulated Providers** must send an **End-of-Contract Notification** in a timely manner, before the end of the **Relevant Customer's** **Commitment Period**.
- C1.28 **Regulated Providers** must send an **End-of-Contract Notification** via a **Durable Medium** and in a prominent manner. If the **Relevant Customer** is a **Consumer**, the **End-of-Contract Notification** must also be separate and distinct from any other communication.
- C1.29 **Regulated Providers** must retain a record of each **End-of-Contract Notification** it sends to a **Consumer**, and the date on which it was sent, for a period of at least 12 months.

### **Annual Best Tariff Information**

- C1.30 **Regulated Providers** must provide best tariff information to a **Relevant Customer** at least annually, if each of the following requirements are met:
- (a) the **Relevant Customer** has a contract with the **Regulated Provider** for a **Relevant Communications Service**; and
  - (b) the contract is not subject to a **Commitment Period**.
- C1.31 If the **Relevant Customer** is a **Microenterprise Customer**, **Small Enterprise Customer** or **Not For Profit Customer**, the provision of best tariff information pursuant to **Condition C1.30** shall extend to any contract forming part of a **Bundle** with the contract for the **Relevant Communications Service**, unless the **Relevant Customer** has expressly agreed otherwise or the bundled contract is subject to a **Commitment Period**.
- C1.32 If the **Relevant Customer** is a **Consumer**, the **Regulated Provider** must comply with **Condition C1.30** by sending an **Annual Best Tariff Notification** to that **Relevant Customer**, in the manner and form specified by **Conditions C1.33 to C1.35**.

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- C1.33 An **Annual Best Tariff Notification** shall include the following information in respect of the **Relevant Customer's** contract for the **Relevant Communications Service**, in a clear and comprehensible form:
- (a) a message that the contract is not currently subject to a **Commitment Period**;
  - (b) the notice period (if any) which applies to the **Relevant Customer** under that contract (where the contract is for a **Mobile Communications Service**, the **Regulated Provider** may instead include a message that a notice period may apply);
  - (c) details of the services provided by the **Regulated Provider** to the **Relevant Customer** under that contract;
  - (d) the current **Core Subscription Price** payable by the **Relevant Customer** under that contract;
  - (e) details of other contracts for **Public Electronic Communications Services** between the **Regulated Provider** and the **Relevant Customer**;
  - (f) details of other contracts between the **Regulated Provider** and the **Relevant Customer** which form part of a **Bundle** with the contract for the **Relevant Communications Service**;
  - (g) the dates on which the **Commitment Periods** end for the other contracts referred to in (e) and (f);
  - (h) details of the options available to the **Relevant Customer**; and
  - (i) the **Regulated Provider's** best tariffs.
- C1.34 **Regulated Providers** must send an **Annual Best Tariff Notification** at least once in every 12-month period.
- C1.35 **Regulated Providers** must send an **Annual Best Tariff Notification** via a **Durable Medium** that is separate and distinct from any other communication, and otherwise in a prominent manner.
- C1.36 **Regulated Providers** must retain a record of each **Annual Best Tariff Notification** it sends to a **Consumer**, and the date on which it was sent, for a period of at least 12 months.]

## Annex 1 to Condition C1

Table A – General Contract Information Requirements for all Regulated Providers		
Type of information	Information required for all contracts	Additional information required for distance or off-premises contracts
<b>1. Identity and contact details of Regulated Provider or Trader</b>	<ul style="list-style-type: none"> <li>a) identity, such as its trading name;</li> <li>b) telephone number;</li> <li>c) registered address;</li> </ul>	<ul style="list-style-type: none"> <li>d) fax number (where available);</li> <li>e) e-mail address (where available); and</li> <li>f) geographical address of the place of business and where the <b>Relevant Customer</b> can address any complaints.</li> </ul>
<b>2. Description of services</b>	<ul style="list-style-type: none"> <li>a) the main characteristics of the service provided, including: <ul style="list-style-type: none"> <li>(i) any minimum quality of service levels, including any <b>Service Level Agreement</b>, where offered; or</li> <li>(iii) where no minimum quality of service levels are offered, a statement to this effect;</li> </ul> </li> <li>b) where applicable, the existence and conditions of after sale services and commercial guarantees.</li> </ul>	
<b>3. Price</b>	<ul style="list-style-type: none"> <li>a) the price of the service (including VAT), including: <ul style="list-style-type: none"> <li>(i) the Core Subscription Price;</li> <li>(ii) any usage charges for any additional use of services or facilities, or for use of any additional services or facilities not included in (i);</li> <li>(iii) where applicable, any activation charges;</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>b) the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;</li> </ul>
<b>4. Delivery of service</b>	<ul style="list-style-type: none"> <li>a) the arrangements for payment;</li> <li>b) the arrangements for the provision of the <b>Relevant Electronic Communications Service(s)</b>, including the date of provision of the service;</li> </ul>	



	<p>c) an explanation that the <b>Relevant Customer</b> may make use of the processes set out in <b>Condition C7.4(a)</b> to transfer their existing services or <b>Bundle</b> to the <b>Regulated Provider</b>.</p>	
<p><b>5. Duration, renewal and termination of contract</b></p>	<p>a) the duration of the contract including the Commitment Period;</p> <p>b) any minimum use or duration required to benefit from promotional terms;</p> <p>c) the conditions for renewal and termination of the contract, including any applicable <b>Early Termination Charges</b> and any applicable notice period that the <b>Relevant Customer</b> is required to provide in order to exit the contract;</p> <p>d) information on retaining any <b>Terminal Equipment</b> upon expiry of the <b>Fixed Contract Period</b>, including any fees involved; and</p> <p>e) information on the right to a refund of any remaining credit in relation to prepaid services in the event of switching <b>Communications Providers</b> in accordance with <b>Condition C7.7</b>.</p>	
<p><b>6. Security</b></p>	<p>a) the type of action that might be taken by the <b>Regulated Provider</b> in response to security incidents, threats or vulnerabilities.</p>	
<p><b>7. Remedies, complaints handling and dispute resolution</b></p>	<p>a) any compensation and refund arrangements, including;</p> <p>(i) where applicable, explicit reference to rights of consumers, including any compensation, such as any <b>Service Level Guarantees</b>, which apply if any offered minimum quality of service level, such as a <b>Service Level Agreement</b>, is not met;</p>	<p>c) the <b>Regulated Provider's</b> procedure for handling complaints and information about the existence of the <b>ADR Scheme</b> of which the <b>Regulated Provider</b> is a member and the method of having access to it; and</p> <p>d) the existence of the <b>Ofcom Approved Complaints Code</b>, and how copies of it can be obtained;</p>

	<p>(ii) where applicable, explicit reference to rights of consumers, which apply if the <b>Regulated Provider</b> responds inadequately to a security incident, threat or vulnerability;</p> <p>b) the right to compensation for failure to comply with the requirements of <b>Condition C7</b> Switching and number portability, including how such compensation can be accessed and how it will be paid;</p>	
<b>8. Right to cancel</b>		<p>a) where a cooling off period applies,<sup>7</sup> the conditions, time limit and procedures for exercising that right, including, where applicable, the arrangements for returning any goods supplied under the contract; and</p> <p>b) where there is no right to cancel or the right to cancel may be lost, the information that the consumer will not benefit from a right to cancel or, where applicable, the circumstances under which the consumer loses his right to cancel.</p>

<b>Table B – Additional Information Requirements for Internet Access Services and Interpersonal Communications Services</b>	
<b>Type of information</b>	<b>Information required</b>
<b>1. Service characteristics (as part of information in Table A, 2 a) above)</b>	<p>a) For <b>Internet Access Services</b>:</p> <p>Any minimum quality of service levels, including any <b>Service Level Agreement</b>, where offered, taking utmost account of the BEREC guidelines regarding:</p> <ul style="list-style-type: none"> <li>• latency;</li> <li>• jitter; and</li> <li>• packet loss;</li> </ul>

<sup>7</sup> See Regulation 32 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

	<p>b) Information on how traffic management measures applied by the <b>Regulated Provider</b> could impact on the quality of the <b>Internet Access Services</b>, on the privacy of the <b>Relevant Customer</b> and on the protection of their personal data;</p> <p>c) a clear and comprehensible explanation as to how any volume limitation, speed and other quality of service parameters may in practice have an impact on <b>Internet Access Services</b>, and in particular on the use of content, applications and services;</p> <p>d) a clear and comprehensible explanation of how any <b>Internet Access Services</b> to which the <b>Relevant Customer</b> subscribes might in practice have an impact on the <b>Internet Access Services</b> provided to them;</p> <p>e) a clear and comprehensible explanation of:</p> <p>(i) for fixed networks: the minimum, normally available, maximum and advertised download and upload speed of the internet access services;</p> <p>(ii) for mobile networks, the estimated maximum and advertised download and upload speed of the internet access services: and how significant deviations from the respective advertised download and upload speeds could impact the exercise of the end-users’ rights laid down in Article 3(1) of Regulation (EU) 2015/2120 (the Open Internet Regulation); and</p> <p>f) for <b>Interpersonal Communications Services</b>, where the <b>Regulated Provider</b> exerts control over at least some elements of the network or has a <b>Service Level Agreement</b> to that effect with undertakings providing access to the network regarding, at least:</p> <ul style="list-style-type: none"> <li>• the time for the initial connection;</li> <li>• failure probability; and</li> <li>• call signalling delays.</li> </ul>
<p><b>2. Terminal equipment</b></p>	<p>a) any conditions, including fees, imposed by the <b>Regulated Provider</b> on the use of <b>Terminal Equipment</b>, such as any <b>Handset Locking Restrictions</b>.</p>
<p><b>3. Price (as part of Table A, 3)</b></p>	<p>a) Where the <b>Relevant Communications Service</b> is provided as part of a <b>Bundle</b>, the price of the individual elements of the bundle to the extent they are also marketed separately;</p> <p>b) details of the specific tariff plan or plans under the contract and, for each such tariff plan the services offered, including where applicable, any allowances included in the plan(s) (such as gigabits of data, voice minutes and messages) per billing period, and any usage charges for any additional use of services or facilities, or for use of any additional services or facilities;</p>

	<ul style="list-style-type: none"> <li>c) in the case of tariff plan or plans with a pre-set volume of communications, the possibility to defer any unused volume from the preceding billing period to the following billing period, where this option is included in the contract;</li> <li>d) facilities to safeguard bill transparency and monitor the level of consumption;</li> <li>e) tariff information regarding any numbers or services subject to particular pricing conditions, including any applicable <b>Access Charges</b>;</li> <li>f) details and conditions, including fees, of any after-sales service, maintenance, and customer assistance; and</li> <li>g) the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained.</li> </ul>
<b>4. Duration, renewal and termination of contract</b>	a) Where the <b>Relevant Communications Service</b> is provided as part of a <b>Bundle</b> , the conditions of termination of the <b>Bundle</b> or of elements thereof.
<b>5. Data protection</b>	a) without prejudice to data protection legislation, information on what personal data shall be provided before the performance of the service or collected in the context of the provision of the service.
<b>6. End-users with disabilities</b>	a) details on products and services designed for end-users with disabilities and how updates on this information can be obtained.
<b>7. Remedies, complaints handling and dispute resolution</b>	<ul style="list-style-type: none"> <li>a) the means of initiating procedures for the resolution of disputes including national and cross-border disputes in accordance with the <b>ADR Scheme</b> of which the <b>Regulated Provider</b> is member and the method of having access to it; and</li> <li>b) a clear and comprehensible explanation of the remedies available to the consumer in accordance with national law in the event of any continuous or regularly recurring discrepancy between the actual performance of their <b>Internet Access Service</b> regarding speed or other quality of service parameters and the performance indicated in accordance with the standard of service as set out according to Table A, 2(a) and Table B, 1.</li> </ul>

<b>Table C – Additional Information Requirements for Number-based Interpersonal Communications Services</b>	
<b>Type of information</b>	<b>Information required</b>
<b>1. Accessibility</b>	a) any constraints on access to emergency services or caller location information due to a lack of technical feasibility insofar as the service allows <b>Relevant Customers</b> to

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	originate calls to a number in a national or international numbering plan.
<b>2. Data Protection</b>	a) the end-user's right to determine whether to include his or her personal data in a directory, and the types of data concerned, in accordance with any relevant data protection legislation.

<b>Table D – Additional Switching Information Requirements for Gaining Providers of Consumers Switching Internet Access Services and/or Number-based Interpersonal Communications Services</b>	
<b>Type of information</b>	<b>Information required</b>
<b>1. General switching information</b>	a) the information set out in <b>Condition C7.11</b> .

## C2 Information publication and transparency requirements

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

*The condition also requires information to be made available to small and medium-sized business customers about the levels of service offered to them and the payment of compensation for certain failures in service quality.*

### Scope

C2.1 The provisions of this **Condition C2** apply as follows:

(a) **Conditions C2.3 and 2.4** apply to:

- (i) providers of **Internet Access Services** and/or **Interpersonal Communications Services** when they provide such services to **End-Users**; and
- (ii) providers of **Bundles to Consumers** and/or **Microenterprise Customers, Small Enterprise Customers** or **Not for Profit Customers** unless such **Microenterprise Customers, Small Enterprise Customers** or **Not for Profit Customers** have expressly agreed otherwise;

(b) **Conditions C2.5 to C2.13** apply to providers of **Public Electronic Communications Networks** and/or **Public Electronic Communications Services**;

(c) **Conditions C2.14 and C2.15** apply to providers of **Fixed Voice or Other Fixed-Line Services** and/or **Broadband Services** when they provide such services to **SME Customers**; and

(d) **Conditions C.19 to C2.21** apply to providers of **Internet Access Services** and/or **Interpersonal Communications Services** when they provide such services to **Consumers**;

C2.2 In this **Condition C2**:

- (a) each provider to whom a provision applies in accordance with **Condition C2.1** is a '**Regulated Provider**' for the purposes of that provision;
- (b) each **Public Electronic Communications Service** in relation to which a provision applies in accordance with **Condition C2.1** is a '**Relevant Communications Service**' for the purposes of that provision; and

- (c) **'Bundle'** is a **Bundle** comprising an **Internet Access Service** and/or a **Number-based Independent Communications Service**.

### General information publication requirements

C2.3 **Regulated Providers** shall publish the following information in respect of any **Relevant Communications Services** or **Bundles** they provide under standard terms and conditions:

- (a) the contact details of the **Regulated Provider**;
- (b) a description of the services offered, including the main characteristics of each service provided, such as:
  - (i) any minimum quality of service levels, where offered; and
  - (ii) any restrictions imposed by the provider on the use of **Terminal Equipment** they sell or provide, including any **Handset Locking Restrictions**;
- (c) the 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:
  - (i) any allowances included in specific tariff plans, such as in relation to gigabits of data, voice minutes and messages;
  - (ii) any usage charges for any additional use of services or facilities, or for use of any additional services or facilities not included in (i);
  - (iii) numbers or services subject to particular pricing conditions;
  - (iv) access and maintenance charges;
  - (v) any special and targeted tariff schemes;
  - (vi) any additional charges; and
  - (vii) any costs with respect to **Terminal Equipment**;
- (d) any after-sales, maintenance and customer assistance services offered and their respective contact details;
- (e) the standard contract conditions offered, including contract duration, any charges due for early termination, rights in relation to the termination of **Bundles** or any elements thereof;
- (f) where the undertaking is a **Regulated Provider of Number-based Interpersonal Communications Services**, information on access to emergency services and caller location, or any limitation on the latter and, where the **Regulated Provider** provides **Number-independent Interpersonal Communications Services**, information on the degree to which access to emergency services is supported or not;

- (g) details of products and services, including any functions, practices, policies and procedures and alterations in the operation of the service, specifically designed for **End-Users** with disabilities, in accordance with European Union law harmonising accessibility requirements for products and services;
- (h) any available dispute resolution mechanisms, including those developed by the **Regulated Provider**; and
- (i) any compensation and/or refund policies, including specific details of any compensation and/or refund schemes offered.

For the avoidance of doubt, this **Condition** does not require **Regulated Providers** to publish any bespoke or individual prices, tariffs or terms and conditions

C2.4 **Regulated Providers** shall, upon request, provide **Ofcom** with the information listed in **Condition** C2.3 ahead of publication.

#### Unbundled tariff and personal numbers information publication requirements

- C2.5 In respect of **Unbundled Tariff Numbers**, **Regulated Providers** shall publish the **Access Charges** that are payable for tariffs that they make available to **Consumers** and give those charges the same prominence in terms of location and format as is given to charges for geographic calls, calls to mobiles and call packages (including **Bundles**) as part of the information published in accordance with **Condition** C2.3(c), as well as in its published price lists and in advertising and promotional material which refer to call pricing.
- C2.6 Without prejudice to **Condition** C2.5, in respect of **Unbundled Tariff Numbers**, **Regulated Providers** shall give particular prominence to:
- (a) the **Access Charge** that is payable for each package of tariffs that they make available to **Consumers**; and
  - (b) whether calls to **Unbundled Tariff Numbers** are included within bundles of inclusive calls or inclusive call minutes purchased by **Consumers** from the **Regulated Provider**, specifying in particular:
    - (i) the **Unbundled Tariff Numbers** to which the terms of the bundle apply;
    - (ii) if relevant, the number of call minutes to **Unbundled Tariff Numbers** that are so included;
    - (iii) if relevant, whether the inclusion of calls to **Unbundled Tariff Numbers** is conditional upon the time or day of the call; and
    - (iv) whether any special offers, discount schemes or call bundling arrangements apply to the **Service Charges** payable in respect of the call minutes or calls to **Unbundled Tariff Numbers** that are so included.



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- C2.7 In respect of **Personal Numbers**, for tariffs that **Regulated Providers** make available to **Consumers**, they shall:
- (a) publish, as part of the information published in accordance with **Condition C2.3(c)**, usage charges, including any variations by time of day, and give those charges the same prominence in terms of location and format as is given to charges for geographic calls, calls to mobiles and call packages (including bundles) on the **Regulated Provider's** website and in its published price lists; and
  - (b) in advertising and promotional material which refer to call pricing, publish the maximum charges applying to **Personal Numbers**.
- C2.8 Without prejudice to **Condition C2.7**, in respect of **Personal Numbers**, **Regulated Providers** shall give particular prominence to whether calls to **Personal Numbers** are included within bundles of inclusive calls or inclusive call minutes purchased by **Consumers** from the **Regulated Provider**, specifying in particular, if relevant:
- (a) the number of call minutes to **Personal Numbers** that are so included; and
  - (b) whether the inclusion of calls to **Personal Numbers** is conditional upon the time or day of the call.
- C2.9 Where a **Regulated Provider** advertises, promotes or procures the advertisement or promotion of any **Unbundled Tariff Number** in connection with the provision by the **Regulated Provider** of a service to **Consumers** by means of that **Unbundled Tariff Number**, it shall:
- (a) include or procure the inclusion in any advertising and promotion of the **Unbundled Tariff Number**, the **Service Charge** which applies in respect of a call by a **Consumer** to that number; and
  - (b) ensure that the **Service Charge** is displayed in a prominent position and in close proximity to the **Unbundled Tariff Number** in any such advertising or promotion of the **Unbundled Tariff Number**.
- C2.10 Where a **Regulated Provider** applies different tariffs for **Small Business Customers** to those it applies to **Consumers**, it must ensure that its pricing for **Small Business Customers** is transparent and inform such **Small Business Customers** where the tariff is a business tariff.

### Premium Rate Service information publication requirements

- C2.11 In relation to **Controlled Premium Rate Services ('CPRS')**, **Regulated Providers** shall provide on request and free of charge the following information and advice to **Domestic and Small Business Customers**:
- (a) information about the **CPRS** mechanisms in the UK market, such as operator billing, premium rate **Short Message Service (PSMS)** payments, **Service Charges** for **CPRS** numbers, and voice shortcode charges, and how they are applied to the **Customer's** phone bill; and

- (b) information about the role of **Regulated Providers** in relation to:
  - (i) general **CPRS** enquiries and requests for number checks via the number-checker facilities provided by the **Phone-paid Services Authority** on its website;<sup>8</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.

C2.12 In providing information and advice in accordance with **Condition C2.11, Regulated Providers** shall provide:

- (a) basic information about how **CPRS** work including whether the service(s) in question were routed to service providers hosted on the **Regulated Provider's** own network or on the network of a different **Communications Provider**, together with a basic explanation of how revenue sharing with service providers operates;
- (b) information about the tariffs that apply on their network for calls to any **CPRS** number range, including, where appropriate, the **Regulated Provider's Access Charge**;
- (c) contact details of individual service providers or the **Communications Providers** which host them, and where that information is available<sup>9</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 about making a formal complaint to the **Phone-paid Services Authority** via the website, helpline or in writing;
- (f) information on the role of **Alternative Dispute Resolution Schemes** in resolving disputes concerning **CPRS**;
- (g) information about how **Consumers** can bar access from their telephone to all or specific **CPRS** number ranges for reasons of cost and/or content; and
- (h) information on any other options available to **Consumers** for seeking refunds in cases of abuse or scams involving **CPRS**.

#### Information required to be displayed in Public Pay Telephones

C2.13 **Regulated Providers** that provide **Public Pay Telephones** shall display and take all reasonable steps to keep displayed prominently on or around all **Public Pay Telephones** a notice specifying:

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<sup>8</sup> See <http://psauthority.org.uk/>

<sup>9</sup> For example, the information may be available via the Phone-paid Services Authority's website.

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- (a) the minimum charge payable for connection of a call;
- (b) the location of the **Public Pay Telephone** sufficient to enable it to be located as swiftly as possible by **Emergency Organisations**;
- (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
- (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**.

### Transparency requirements in relation to SME customers

C2.14 As part of the information published in accordance with **Condition C2.3(b)** and (i), a **Regulated Provider** must publish the following information in respect of any standard form contract it offers to **SME Customers** (whether exclusively or amongst others) for **Relevant Communications Services**:

- (a) the **Service Level Agreements** (if any) that apply:
  - (i) in relation to the **Regulated Provider** activating the service(s) on the date confirmed to a **SME Customer** and in the event of the **Regulated Provider** failing to do so;
  - (ii) in the event of a **Loss of Service**; and
  - (iii) in relation to the **Regulated Provider** (or its supplier) keeping a pre-agreed appointment to attend the **SME Customer’s** premises and in the event of the **Regulated Provider** (or its supplier) failing to do so;
- (b) the **Service Level Guarantee** (if any) that applies for each of the events listed in **Condition C2.14(a)**;
- (c) if applicable, the fact that no **Service Level Agreement** and/or **Service Level Guarantee** applies in relation to an event listed in **Condition C2.14(a)**; and
- (d) if applicable, the fact that a **Service Level Agreement** and/or **Service Level Guarantee** may be available in relation to an event listed in **Condition C2.14(a)**, but that the exact terms are subject to individual negotiation between the **Regulated Provider** and a **SME Customer**.

C2.15 When a **SME Customer** enters into a contract of a kind offered by the **Regulated Provider** to **SME Customers** (whether exclusively or amongst others) for a **Relevant Communications Service** (whether on the basis of a standard form or a bespoke contract), the **Regulated Provider** must provide the **SME Customer**, free of charge, with the information described in **Condition C2.14(a)** to (c) (or the applicable information about each of those matters in relation to a bespoke contract) as part of the **Contract Information** provided pursuant to **Condition C1.3** and the Annex to **Condition C1**.

### Method of publication

C2.16 Where this **Condition** requires information to be published, it shall be effected by publishing the information on the website of the **Regulated Provider** in a clear, comprehensive and machine-readable manner, and in a format that is accessible to End-users with disabilities or, in such manner and form as directed by **Ofcom**. **Regulated Providers** shall update the relevant information regularly.

### Processes and procedures

C2.17 **Regulated Providers** must have procedures in place to ensure that enquiry and helpdesk staff are aware of the requirements of **Conditions** C2.3 to C2.12 and C2.16 in order for them to be able to respond to complaints and enquiries and to monitor their compliance with the requirements.

C2.18 **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.

### Provision of data to third parties

C2.19 **Regulated Providers** shall make available, free of charge and in open data formats, the information listed in **Condition** C2.21, for the purposes of providing a **Comparison Tool** meeting the conditions set out in **Condition** C2.20.

C2.20 The conditions referred to in **Condition** C2.19 are that the **Comparison Tool** must:

- (a) be operationally independent from **Regulated Providers**, thereby ensuring that **Regulated Providers** are given equal treatment in search results;
- (b) clearly disclose its owners and operators;
- (c) set out clear and objective criteria on which the comparison is to be based;
- (d) use plain and unambiguous language;
- (e) provide accurate and up-to-date information and state the time of the last update;
- (f) be open to any **Regulated Provider** making available the relevant information in accordance with **Condition** C2.19;
- (g) include a broad range of offers covering a significant part of the market and, where the information presented is not a complete overview of the market, a clear statement to that effect, before displaying results;
- (h) provide an effective procedure to report incorrect information; and
- (i) include the possibility to compare prices, tariffs and minimum quality of service between offers available to **Consumers**.

C2.21 The information referred to in **Condition** C2.19 is information relating to:

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- (a) the prices and tariffs of services provided against recurring or consumption-based direct monetary payments; and
- (b) the minimum quality of service where offered, or the **Regulated Provider** is required to publish such information.

## C3 Billing requirements

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

### Scope

C3.1 The provisions of this **Condition** apply as follows:

- (a) **Conditions** C3.2 and C3.3 apply to any person who provides a **Public Electronic Communications Service**;
- (b) **Conditions** C3.4 to C3.6 apply to any provider of **Publicly Available Telephone Services** and/or **Publicly Available Internet Access Services** (including any wholesale provider) in respect of:
  - (i) the billing of **End-Users**; and
  - (ii) the provision of information to be used by another **Communications Provider** for billing **End-Users**,except that **Conditions** C3.4 to C3.6 do not apply to any such provider if its **Relevant Turnover** in its most recent complete financial year is less than £55 million;
- (c) **Conditions** C3.8 to C3.12 apply to any person who provides **Publicly Available Telephone Services** and/or **Publicly Available Internet Access Services** to a **Subscriber**;
- (d) **Condition** C3.7 applies to any person who provides **Interpersonal Communications Services** and/or **Publicly Available Internet Access Services**;
- (e) **Conditions** C3.13 and C3.14 apply to any person who provides **Interpersonal Communications Services** and/or **Publicly Available Internet Access Services** when they provide such services to **Subscribers** who are:
  - (i) **Consumers**; and/or
  - (ii) **Microenterprise Customers, Small Enterprise Customers** or **Not for Profit Customers**, unless they have expressly agreed otherwise;

**such Subscribers being 'Relevant Customers' for the purposes of those provisions;**

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

### Accurate billing

C3.2 **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**,

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unless every amount charged and/or stated in the **Bill** represents and does not exceed the true extent of any such service actually provided to the **End-User** in question.

- C3.3 **Regulated Providers** shall retain such **Records** as may be necessary for the purpose of establishing compliance with **Condition** C3.2 for at least 12 months from the date on which they were created. This **Condition** applies subject to the requirements of **Relevant Data Protection Legislation**.

### Total metering and billing systems

- C3.4 **Ofcom** may from time to time issue a direction<sup>10</sup> under this **Condition** setting out the process, standards and other requirements that **Regulated Providers** must comply with to obtain **Approval** of their **Total Metering and Billing Systems**.
- C3.5 **Regulated Providers** shall:
- (a) apply to an **Approval Body** for **Approval** of any **Total Metering and Billing System** they use in respect of the **Publicly Available Telephone Services** and/or **Publicly Available Internet Access Services** they provide, in accordance with the process specified by **Ofcom** in a direction issued under **Condition** C3.4;
  - (b) obtain **Approval** for these services as soon as is practicable; and
  - (c) comply with any directions made by the **Approval Body** in respect of such **Approval**.
- C3.6 Where an **Approval Body** does not grant or withdraws **Approval** from all or part of a **Regulated Provider's Total Metering and Billing System**, that **Regulated Provider** shall, as soon as is reasonably practicable, either take the action recommended by the **Approval Body** to obtain **Approval** or cease use of that **Total Metering and Billing System** (or that part of it), and, in either case, inform **Ofcom** of the date by which it shall do so.

### Access to billing information

- C3.7 Subject to **Condition** C3.9, **Regulated Providers** shall provide to each of their **Subscribers**, on request, and at no extra charge, access to adequate and up-to-date billing information to allow the **Subscriber** to:
- (a) verify and control the charges incurred by the **Subscriber**; and
  - (b) adequately monitor the **Subscriber's** usage and expenditure and thereby exercise a reasonable degree of control over their **Bills**.
- C3.8 In relation to any **Subscriber** who is a **Consumer**, the billing information referred to in **Condition** C3.7 must include any **Access Charge** applied by the **Regulated Provider** for the

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<sup>10</sup> See Ofcom's metering and billing direction, which is available at:  
[https://www.ofcom.org.uk/data/assets/pdf\\_file/0022/116365/Metering-and-Billing-Direction.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0022/116365/Metering-and-Billing-Direction.pdf)

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purpose of calculating the amounts payable by that **Subscriber** for calls to **Unbundled Tariff Numbers** in accordance with **Condition B1**.

- C3.9 If its **Subscriber** requests the billing information mentioned in **Condition C3.7** by means of a printed **Bill**, the **Regulated Provider** may charge a reasonable fee for providing it.
- C3.10 **Regulated Providers** shall ensure that calls and **SMS** to the emergency call numbers “999” and “112”, or any of the numbers which are designated as “free to caller” in the **National Telephone Numbering Plan**, including calls and **SMS** to helplines on such numbers, are not identified in the **Subscriber’s** itemised **Bills** or any other **Records** that **Regulated Providers** make available to the **Subscriber**.

### Debt collection and disconnection

- C3.11 Where a **Subscriber** has not paid a **Regulated Provider** all or part of a **Bill** for **Publicly Available Telephone Services** and/or **Publicly Available Internet Access Services** provided by the **Regulated Provider**, the **Regulated Provider** shall ensure that any measures it takes to effect payment or disconnection:
- (a) are proportionate and not unduly discriminatory;
  - (b) include giving due warning to the **Subscriber** beforehand of any consequent service interruption or disconnection; and
  - (c) except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the service concerned, as far as technically feasible.
- C3.12 **Regulated Providers** shall publish details of the measures they may take to effect payment or disconnection in accordance with **Condition C3.11** by:
- (a) sending a copy of such information or any appropriate parts of it to any **Subscriber** who reasonably requests such a copy, free of charge; and
  - (b) placing a copy of such information in plain English, in an easily accessible and reasonably prominent manner on their website or, where there is no such website, in such manner and form as directed by **Ofcom**.

### Notification of service consumption

- C3.13 **Regulated Providers** shall notify their **Relevant Customers** when an **Interpersonal Communications Service** and/or **Internet Access Service** which is included in their tariff plan and is billed on the basis of either time or volume has been fully consumed.
- C3.14 As part of the notification provided pursuant to **Condition C3.13**, **Regulated Providers** should also include information on any usage charges that will apply if they continue to use the relevant **Interpersonal Communications Service** and/or **Internet Access Service**.



## C4 Complaints handling and dispute resolution

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

### Scope

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

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

### Code of practice for customer service and complaints handling

C4.2 **Regulated Providers** must:

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

### Dispute resolution

C4.3 **Regulated Providers** must:

- (a) be a member of an approved **Alternative Dispute Resolution ('ADR') Scheme**;
- (b) comply with the **ADR Scheme**, including abiding by any final decision of the body which administers the **ADR Scheme**, within the time period specified in that final decision;
- (c) ensure that **Relevant Customers** have the right to use the **ADR Scheme** free of charge; and
- (d) provide information in **Bills** about the **ADR Scheme** in conformity with Section 4 of the **Ofcom Approved Complaints Code**.

**Monitoring compliance**

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

## Annex to Condition C4

[See Condition C4.2]

# Ofcom approved complaints code of practice for customer service and complaints handling

## Section 1 – Complaints handling procedures

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

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

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

### Identifying and receiving complaints

- 3 **Regulated Providers** must ensure that all staff who communicate with **Relevant Customers** receive training on how to identify a **Complaint**.
- 4 A **Regulated Provider** must allow **Relevant Customers** to make **Complaints** by at least the following three means:
  - (a) a **Telephone Number** which is either a 'free to call' number or a number charged at the equivalent of a geographic call rate;
  - (b) a UK postal address; and
  - (c) either an email address or an internet web page form dedicated to allowing **Relevant Customers** to lodge **Complaints**.
- 5 The means by which a **Regulated Provider** accepts **Complaints**:
  - (a) must be well publicised and readily available; and
  - (b) should not unduly deter **Relevant Customers** from making a **Complaint**.

### Information to the complainant about process and timeframe

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

### Taking steps to resolve complaints

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

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

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

### Unresolved complaints and access to ADR

#### Issuing ADR letters

- 11 The **Regulated Provider** must immediately issue an **ADR Letter** to the **Complainant** at any time, where the following three cumulative criteria are met:
  - (a) the **Regulated Provider** has told the **Complainant** of the outcome of its investigation into the **Complaint**;
  - (b) the **Complainant** has told the **Regulated Provider** that they consider the proposed outcome does not resolve the **Complaint** to their satisfaction; and

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- (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 **Regulated Provider** has already sent an **ADR Letter** in accordance with paragraph 11 above.
- 13 Any time a **Regulated Provider** is required to issue an **ADR Letter** under this **Condition**, the **ADR Letter** must comply with the following requirements:
- (a) it must be written in plain English;
  - (b) it must provide information solely about the relevant **Complaint**;
  - (c) it must inform the **Complainant** that because the **Complaint** cannot be resolved to their satisfaction, they may exercise their right to take their **Complaint** to the **ADR Scheme** at no cost to the **Complainant**;
  - (d) it must provide the name and contact details of the body which administers the **ADR Scheme** of which the **Regulated Provider** is a member and state that the **ADR Scheme** is independent of the **Regulated Provider**; and
  - (e) it must be issued in a **Durable Medium**.

## Closing complaints

- 14 The **Regulated Provider** must not close a **Complaint** unless:
- (a) the **Complaint** has been resolved in accordance with the circumstances set out in paragraph 15 below;
  - (b) an **ADR Letter** has been issued to the **Complainant** in accordance with paragraphs 11 or 12 above; or
  - (c) it is reasonable for the **Regulated Provider** to consider the **Complaint** to be frivolous or vexatious.
- 15 A **Complaint** has been resolved where:
- (a) the **Complainant** has expressly agreed that the **Complaint** has been resolved to the **Complainant's** satisfaction;
  - (b) it is reasonable for the **Regulated Provider** to conclude that the **Complaint** has been resolved to the **Complainant's** satisfaction because:
    - (i) the **Regulated Provider** has informed the **Complainant** of the outcome of its investigation in accordance with paragraph 8 and complied with its obligations under paragraph 9; and
    - (ii) the **Complainant** has not come back to the **Regulated Provider** within 28 days to say that they consider the **Complaint** remains unresolved (see paragraph 9(a)).

## Section 2 – Customer complaints code

- 16 The **Customer Complaints Code** that **Regulated Providers** are required to have pursuant to **Condition C4.2(b)** must:
- (a) be concise and easy to understand;
  - (b) only contain relevant information about how **Complaints** from **Relevant Customers** are handled and how, and when, **Complainants** can take their unresolved **Complaints** to the **ADR Scheme**.
- 17 The **Customer Complaints Code** must be kept up to date and include information about:
- (a) the contact details for making a **Complaint** to the **Regulated Provider**, including providing details about the means of lodging a **Complaint** required in paragraph 4 above;
  - (b) the steps the **Regulated Provider** will take to investigate with a view to resolving a **Complaint**;
  - (c) the timeframes in which the **Regulated Provider** will endeavour to resolve the **Complaint**;
  - (d) the right for a **Complainant** to take their unresolved **Complaint** to the **ADR Scheme** after eight weeks have passed since the date on which the **Complaint** was received, and the circumstance (under paragraph 11 above) where the **Complainant** can do so at any time;
  - (e) the name and contact details for the body which administers the **ADR Scheme** of which the **Regulated Provider** is a member.
- 18 The **Customer Complaints Code** must be well publicised and readily available, including ensuring that it is:
- (a) easily accessible on a webpage, with either:
    - (i) a weblink to the **Customer Complaints Code** being clearly visible on a **Regulated Provider's** primary webpage for existing **Relevant Customers** (i.e. '1 click' access); or
    - (ii) a weblink to the **Customer Complaints Code** being clearly visible on a 'how to complain' or 'contact us' page, which is directly accessible from a primary webpage for existing **Relevant Customers** (i.e. '2 click' access);
  - (b) referred to in the terms and conditions for all relevant products and services, which should signpost **Consumers** to how they can access a copy of the **Customer Complaints Code**;
  - (c) provided free of charge to **Complainants** upon reasonable request in hard copy or other format as agreed with the **Complainant**; and
  - (d) made available on request, free of charge and in a format reasonably acceptable to any **Relevant Customer** who is blind or whose vision is impaired. An acceptable format would, for these purposes, consist of print large enough for those **Relevant Customers** to read, Braille or electronic format appropriate to the reasonable needs of the **Relevant Customer**.

### Staff awareness of the regulated provider's customer complaints code

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

## Section 3 – Record keeping

### Record keeping for each complaint

- 20 For each **Complaint** received, the **Regulated Provider** must keep a record in writing of:
- (a) the date on which the **Complaint** was received;
  - (b) how the **Complaint** was made (for example, by email or by phone);
  - (c) the identity and contact details of the **Complainant**;
  - (d) a description of what the **Complaint** is about;
  - (e) all communications made or received between the **Regulated Provider** and the **Complainant** regarding the **Complaint**, including, as a minimum:
    - (i) the date on which the communication was made or received;
    - (ii) how the communication was made or received (for example, by email or by phone);
    - (iii) a description of what was contained in the communication (for example, advice given and/or action proposed to be taken and/or action agreed with the **Complainant** to be taken, to resolve the **Complaint**);
    - (iv) copies of any written communication; and
  - (f) the date on which the **Complaint** was resolved or otherwise closed.
- 21 Where the **Complaint** is resolved because:
- (a) the **Complainant** expressly agrees that the **Complaint** has been resolved to the **Complainant's** satisfaction, the **Regulated Provider** must keep a record in writing of that express agreement;
  - (b) the conditions set out in paragraph 9(a) and (b) have been satisfied as a result of which the **Regulated Provider** can conclude that the **Complaint** has been resolved to the **Complainant's** satisfaction, the **Regulated Provider** must keep a record showing that those **Conditions** were met.
- 22 Where the **Regulated Provider** closes a **Complaint** on the basis of:
- (a) paragraph 14(b), a record must be retained of the **ADR Letter** and why it was issued;

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

### Monthly records

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

### Retaining records

- 24 **Regulated Providers** must retain the written records referred to in paragraphs 20 to 23 for a period of at least twelve months after the **Complaint** was resolved or otherwise closed.
- 25 **Regulated Providers** must retain the written records referred to in paragraphs 20 to 23 in an appropriate format such that the records are:
- (a) clear in how they meet the requirements in those paragraphs; and
  - (b) readily accessible in order to assist in effective compliance monitoring.

## Section 4 – Information in bills on ADR

- 26 Every **Bill** provided to **Relevant Customers** who are **Consumers**, excluding **Bills** provided by **SMS**, must also include, in a reasonably prominent manner, relevant text regarding the right of **Relevant Customers** to take unresolved **Complaints** to the **ADR Scheme**. That text must:
- (a) provide the name and contact details of the body which administers the **ADR Scheme** of which the **Regulated Provider** is a member and state that the **ADR Scheme** is independent of the **Regulated Provider**;
  - (b) state that the **ADR Scheme** offers dispute resolution for **Complaints** at no cost to the **Complainant**;
  - (c) inform **Relevant Customers** that the **ADR Scheme** can normally only be accessed after eight weeks have passed since the **Complaint** was first made to the **Regulated Provider**; and



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- (d) refer to the **Customer Complaints Code**, and where it can be found on the **Regulated Provider's** website, for further information and, where possible, provide a web address for the **Customer Complaints Code**.

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

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

### Scope

C5.1 The provisions of this **Condition** apply as follows:

(a) **Conditions** C5.2 to C5.10 and C5.13 to C5.18 apply to providers of **Public Electronic Communications Services** (but they do not apply to such providers when they provide **Number-independent Interpersonal Communications Services**) and

(b) **Conditions** C5.11 and C5.12 apply to any person who provides **Internet Access Services** or **Number-based Interpersonal Communications Services**; and

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

### Policy for consumers whose circumstances may make them vulnerable

C5.2 **Regulated Providers** must establish, publish and comply with clear and effective policies and procedures for the fair and appropriate treatment of **Consumers** whose circumstances may make them vulnerable.

C5.3 Such policies and procedures must include, as a minimum:

(a) practices for ensuring the fair and appropriate treatment of **Consumers** who the **Regulated Provider** has been informed or should otherwise reasonably be aware may be vulnerable due to circumstances such as age, physical or learning disability, physical or mental illness, low literacy, communications difficulties or changes in circumstances such as bereavement;

(b) how information about the needs of **Consumers** who the **Regulated Provider** has been informed or should otherwise reasonably be aware may be vulnerable will be recorded and the different channels by which these **Consumers** will be able to make contact with, and receive information from, the **Regulated Provider**; and

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

C5.4 **Regulated Providers** must provide to **Ofcom**, on request, any information considered by **Ofcom** to be necessary to demonstrate compliance with this **Condition**.

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C5.5 **Regulated Providers** must ensure that all staff are made aware of the policies and procedures and appropriately trained, including (if applicable) on how to refer **Consumers** to specialist teams or members of staff who have received additional training.

### Measures for end-users with disabilities

C5.6 **Regulated Providers** must take the measures needed to meet the needs of **End-Users** with disabilities set out in **Conditions** C5.7 to C5.16 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>11</sup>

### Access to directory information

C5.7 **Regulated Providers** must ensure that any **End-User** of the **Publicly Available Telephone Services** it provides who is 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. **Regulated Providers** must ensure that such **Directory Enquiry Facilities** are capable of connecting such an **End-User** to a requested **Telephone Number** at the request of that **End-User**.

### Relay service

C5.8 **Regulated Providers** must ensure that any **End-User** of the **Publicly Available Telephone Services** it provides who, because of 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, can access and use a **Relay Service** which has been approved by **Ofcom**.

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

- (a) any charge for the conveyance of messages to which a **Relay Service** applies must not exceed the equivalent price as if that conveyance had been made directly between the caller and the called person without use of a **Relay Service**;
- (b) in making the charges set out in **Condition** C5.9(a), **Regulated Providers** must apply a special tariff scheme designed to compensate **Subscribers** for the additional time taken by **End-Users** with disabilities to make telephone calls using a **Relay Service** where, because of their disabilities, those **End-Users** need to make calls using a **Relay Service**;
- (c) **Regulated Providers** must ensure measures are taken to protect the confidentiality of communications between **End-Users** of the **Relay Service**;

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<sup>11</sup> See Ofcom's guidance, which is available at [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)

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- (d) subject to **Condition C3.11**, **Regulated Providers** must ensure that the **Relay Service** is available for lawful use by **End-Users** at all times;
- (e) **Regulated Providers** must ensure **End-Users** are not prevented from communicating with other **End-Users** of other approved **Relay Services**; and
- (f) **Regulated Providers** must comply with any directions in respect of the **Relay Services** which **Ofcom** may make from time to time.

### Mobile SMS access to emergency organisations

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

### Emergency video relay

- C5.11 **Regulated Providers** must ensure that any **End-User** of **Internet Access Services** or **Number-based Interpersonal Communications Services** it provides, who, because of their disabilities, communicates in BSL, can access and use, free of charge, an **Emergency Video Relay Service** which has been approved by Ofcom.
- C5.12 In providing access to **Emergency Video Relay Services** under **Condition C5.11**, **Regulated Providers** must:
- (a) provide the **Emergency Video Relay Service** free of charge to the **End-User**;
  - (b) ensure measures are taken to protect the confidentiality of communications between **End-Users** of the **Emergency Video Relay Service**;
  - (c) subject to **Condition C3.11**, ensure that the **Emergency Video Relay Service** is available for lawful use by **End-Users** at all times; and
  - (d) must comply with any directions in respect of the **Emergency Video Relay Services** which **Ofcom** may make from time to time.

### Priority fault repair

- C5.13 **Regulated Providers** must provide a priority **Fault Repair Service** as swiftly as practicable to any **End-User** of their **Fixed-line Telecommunications Service** with a disability who has a genuine need for an urgent repair. Charges for a priority **Fault Repair Service** must not exceed the **Regulated Provider’s** standard charge for a **Fault Repair Service**.

### Third party bill management<sup>12</sup>

C5.14 **Regulated Providers** must make the following special measures available to any of their **Subscribers** with a disability who needs assistance in managing his or her **Bills** for any **Public Electronic Communications Service**, at no cost to such a **Subscriber**:

- (a) enable such **Subscriber** to give prior notification to the **Regulated Provider** of a nominee to whom:
  - (i) that **Subscriber's Bill** shall initially be sent; or
  - (ii) any enquiry to establish why a **Bill** has not been paid shall be made;
- (b) permit the nominee to pay that **Subscriber's Bill** on their behalf;
- (c) require the nominee to give prior consent to the **Regulated Provider** to act in such capacity; and
- (d) not require the nominee to accept liability to pay the **Bills** of that **Subscriber**.

### Communications in accessible format

C5.15 **Regulated Providers**, upon request, must make available free of charge to any **Subscriber** who requires it because of their disabilities, all communications with them in a reasonably acceptable format, including , the following information:

- (a) any contract (or any subsequent variation) with that **Subscriber** for the provision of **Public Electronic Communications Services**, including any publicly available terms or conditions referred to in that contract or variation;
- (b) [*any End-of-Contract Notification*;
- (c) *any Annual Best Tariff Notification*]; and
- (d) any **Bill** rendered or made available in respect of those services; and
- (e) any other communications (other than marketing communications) which relate to their services.

An acceptable format, for these purposes, includes for example: print large enough for such **Subscriber** to read, print on coloured paper, Braille or an electronic format appropriate to the reasonable needs of the **Subscriber**.

C5.16 **Regulated Providers**, upon request, must make available free of charge to any **Customer** who requires it because of their disabilities, any **Contract Information** or **Contract Summary** in accordance with **Conditions** C1.3 to C1.7, in a reasonably acceptable format.

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<sup>12</sup> See also Ofcom's guide setting out the difference between third party bill management and power of attorney, which is available at <https://www.ofcom.org.uk/phones-telecoms-and-internet/advice-for-consumers/problems/power-of-attorney>

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An acceptable format, for these purposes, includes for example: print large enough for such **Customer** to read, print on coloured paper, Braille or an electronic format appropriate to the reasonable needs of the **Customer**.

### Consultation with the Consumer Panel

C5.17 **Regulated Providers** must consult the **Consumer Panel** on request to ensure that the requirements and interests of **End-Users** with disabilities and **Consumers** whose circumstances may make them vulnerable are fully taken into account in the development and provision of their services.

### Data protection

C5.18 This **Condition** applies subject to the requirements of **Relevant Data Protection Legislation**.

## C6 Calling line identification facilities

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

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

### Scope

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

### Provision of calling line identification facilities<sup>13</sup>

C6.2 **Regulated Providers** must provide **Calling Line Identification Facilities**, and enable them by default, unless they can demonstrate that it is not technically feasible or economically viable to do so.

C6.3 **Regulated Providers** must inform **Subscribers** if **Calling Line Identification Facilities** are not available on the service they are providing to those **Subscribers**.

C6.4 When providing **Calling Line Identification Facilities**, **Regulated Providers** must:

- (a) ensure, so far as technically feasible, that any **CLI Data** provided with and/or associated with a call includes a valid, diallable **Telephone Number** which uniquely identifies the caller; and
- (b) respect the privacy choices of **End-Users**.

C6.5 **Regulated Providers** must not charge **Subscribers** any additional or separate fee for access to or use of standard **Calling Line Identification Facilities**.

### Invalid and non-diallable CLI

C6.6 Where technically feasible, **Regulated Providers** must:

- (a) take all reasonable steps to identify calls, other than calls to **Emergency Organisations**, in relation to which invalid or non-diallable **CLI Data** is provided; and

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<sup>13</sup> See also Ofcom's guidelines, which are available at: <https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-industry-guidance/calling-line-identification>

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- (b) prevent those calls from being connected to the called party, where such calls are identified.

## Data protection

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



## C7 Switching and number portability

*This condition aims to protect end-users during the process of switching communications services they receive using a telephone number (e.g. their voice services) or their internet access services or bundles. Specific protections also apply where end-users request to bring their number(s) with them when they switch.*

### Scope

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

- (a) 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) **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:
  - (i) a **Consumer**; or
  - (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) **Condition** C7.17 applies to providers of **Electronic Communications Networks**;
- (c) **Conditions** C7.18 – C7.24 apply to providers of **Fixed-line Telecommunications Services** and/or **DSL Broadband Services** to **Switching Customers** that are **Domestic or Small Business Customers**, when a **Communications Provider Migration** takes place within **Openreach's** or **KCOM's Access Network**;
- (d) **Condition** C7.25 applies to providers of **Broadband Services** to **Switching Customers** that are **Domestic or Small Business Customers**, when a **Migration** takes place within **Openreach's** or **KCOM's Access Network**;<sup>14</sup>

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<sup>14</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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(e) Conditions C7.26 to C7.42 apply to providers of **Mobile Communications Services** to **Switching Customers** when a **Communications Provider Migration** takes place involving fewer than 25 **Mobile Numbers**, but:

(i) **Conditions** C7.31 to C7.33 apply in relation to **Switching Customers** that are on a residential tariff; and

(ii) **Conditions** C7.34 to C7.37 apply in relation to **Switching Customers** that are on a business tariff.<sup>15</sup>

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

C7.2 The following services are '**Relevant Communications Services**':

(a) for the purposes of **Conditions** C7.3 to C7.16, any **Internet Access Services** and/or **Number-based Interpersonal Communications Services**;

(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

(c) for the purposes of **Conditions** C7.26 to C7.42, any **Mobile Communications Services**.

## Switching of all Internet Access Services and Number-based Interpersonal Communications Services

### Migration Date

C7.3 For the purposes of this **Condition** C7, the **Migration Date** shall be:

(a) where technically possible, the date requested by the **Switching Customer**; or

(b) except where **Condition** C7.3(a) applies:

(i) as soon as possible; and

(ii) no later than:

a. in cases involving a **Communications Provider Migration** of **Mobile Communications Services**, one **Working Day** after:

i. **SIM Activation**, where the relevant **Switching Customer** has already submitted the **PAC** or **STAC** to the **Gaining Provider** at the time when they entered into the contract; or

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<sup>15</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).

- ii. where **SIM Activation** has already taken place, submission of the **PAC** or the **STAC** to the **Gaining Provider**;
- b. in all other cases one **Working Day** after the date on which all necessary validation 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.

#### Communications Provider Migration process (including the Porting Process)

C7.4 All **Regulated Providers** shall ensure that:

- (a) they maintain simple and efficient processes:
  - (i) for **Communications Provider Migrations** involving **Relevant Communications Services** that they provide;
  - (ii) for the transfer of any services which are included in a **Bundle** with the **Relevant Communications Service(s)** being transferred; and
  - (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) 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;
- (c) they do not delay or abuse the **Communications Provider Migration** process;
- (d) there is continuity of service, unless not technically feasible, and any loss of service during the **Communications Provider Migration** does not exceed one **Working Day**; and
- (e) the **Communications Provider Migration** is completed on the **Migration Date**.

C7.5 The **Regulated Provider** that is the **Gaining Provider** must:

- (a) lead the **Communications Provider Migration**;
- (b) allow a **Switching Customer** who so requests to make use of the processes set out in **Condition C7.4(a)**.

#### Specific obligations relating to the Porting Process

C7.6 All **Regulated Providers** shall ensure that:

- (a) they provide **Number Portability** on reasonable terms and conditions to any **Switching Customer** who so requests;
- (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

- (c) no direct charges are applied to the **Switching Customer** for the provision of **Number Portability**.

#### Provision of services by Losing Provider

C7.7 The **Regulated Provider** that is the **Losing Provider** must:

- (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) ensure that its contract with the **Switching Customer** is automatically terminated on the **Working Day** on which the **Communications Provider Migration** has been completed;
- (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;
- (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.

C7.8 The **Regulated Provider** that is the **Losing Provider** shall ensure that:

- (a) when a **Communications Provider Migration** takes place involving fewer than 25 **Mobile Numbers**, any **Switching Customer**;
- (b) in all other cases, a **Switching Customer** that is a **Consumer**;

is only required to pay charges, other than any **Early Termination Charge**, which are incurred as a result of the provision of the **Relevant Communications Services** being transferred up to, and including, the date on which the contract is automatically terminated, and do not include any charges in respect of any remaining notice period that the relevant **Switching Customer** is required to provide in order to exit the contract with the **Losing Provider**.

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C7.9 The **Regulated Provider** that is the **Gaining Provider** must take all reasonable steps to ensure that:

- (a) it does not transfer a **Relevant Communications Service** without the **Switching Customer's Express Consent**, and in particular, that it does not engage in **Slamming**; and
- (b) any **Switching Customer** who is requesting a **Communications Provider Migration** is authorised to do so and intends to enter into the contract.

## Provision of information

C7.10 **Regulated Providers** must take all reasonable steps to ensure that:

(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) they provide guidance on the **Communications Provider Migration** process, including the right to compensation in accordance with **Condition C7.43**, that:

(i) is concise and easy to understand;

(ii) only contains relevant information about the process, 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

(iii) is well publicised and readily available on their websites.

C7.11 The **Regulated Provider** that is the **Gaining Provider** must 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**:

(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) an explanation that the **Switching Customer** is transferring their services; and

(c) the location of of the **Regulated Provider's** guidance in accordance with **Condition C7.10**.

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**:

(a) an explanation that the **Switching Customer** is transferring their **Relevant Communications Services**;

(b) the **Migration Date**, where known to the **Losing Provider**;

(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;

(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**;

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- (e) all **Relevant Communications Services** provided by the **Losing Provider** that the **Losing Provider** reasonably expects to remain unaffected by the transfer;
- (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;
- (g) an explanation of the following:
  - (i) the cost and any process or conditions for retaining or returning **Terminal Equipment**;
  - (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
  - (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;
- (h) the location of the **Regulated Provider's** guidance in accordance with **Condition C7.10**;
- (i) the right to compensation in accordance with **Condition C7.43**;
- (j) where the information is provided in a letter, the date of the letter and the relevant contact details of the **Losing Provider**; and
- (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**.

C7.13 The information set out in **Condition C7.12** must be:

- (a) accurate; and
- (b) provided in clear, comprehensible and neutral terms and on a **Durable Medium**.

C7.14 **Conditions C7.12** and **C7.13** shall not apply to:

- (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
- (a) 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**).

## Records retention

C7.15 For each contract entered into with a **Switching Customer** who is:

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- (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
- (ii) a **Consumer**, in relation to all **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 no less than twelve months:

- (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**;
- (b) a record of the explanation from the **Losing 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) 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
- (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

C7.16 The **Regulated Provider** that is the **Gaining Provider** shall keep the records in accordance with **Condition** C7.15 irrespective of whether the contract for the provision of the **Relevant Communications Service** is cancelled or terminated within the minimum twelve-month period specified in that **Condition**.

### Obligations on providers of Electronic Communications Networks

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**.

## Switching of Fixed-line Telecommunications Services and DSL Broadband Services within Openreach's or KCOM's Access Network

### Switching Customer's termination rights

C7.18 The **Regulated Provider** that is the **Gaining Provider** shall ensure that:

- (a) when the **Switching Customer** enters into a contract for the provision of **Relevant Communications Services**, they are allowed 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 **Regulated Provider**;
- (b) they have procedures in place to enable the **Switching Customer** to exercise their right to terminate their contract pursuant to **Condition C7.18(a)** without unreasonable effort. These procedures must include the ability to contact the **Regulated Provider** to terminate the contract by any of the following contact methods:
  - (i) telephone;
  - (ii) e-mail; and
  - (iii) post.

### Notification letters

C7.19 When a **Switching Customer** enters into a contract for the provision of **Relevant Communications Services**, the **Regulated Provider** that is the **Gaining Provider** must, in addition to complying with its obligations under **Conditions C1.3** and **C7.11**, send that **Customer** a letter in accordance with the industry agreed process. The letter shall set out in clear and intelligible terms:

- (a) the date of the letter;
- (b) that the **Switching Customer** is transferring their Relevant Communications Services;
- (c) all **Relevant Communications Services** that will be transferred;
- (d) where relevant, the **Calling Line identification** of all **Relevant Communications Services** that will be transferred;
- (e) the **Migration Date**;
- (f) the right of the **Switching Customer** to terminate the contract as set out in **Condition C7.18**, the means by which the right to terminate can be exercised and the date by which the right to terminate must be exercised; and
- (g) relevant contact details.



C7.20 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:

- (a) the information listed in **Condition C7.12** (a) to (e), (g)(i) and (iii), and (h) to (j); and
- (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;
- (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 the amount of the **Early Termination Charge** due at the estimated **Migration Date**; and an explanation that after the transfer, the **Switching Customer** will receive a **Bill** including any **Early Termination Charge** that is due.

C7.21 The letters under **Conditions C7.19** and **C7.20** must be sent in paper or another **Durable Medium**. Such letters must be sent by normal post, unless the **Switching Customer** has explicitly agreed to receive correspondence electronically, such as through verbal consent in a call or through electronic confirmation when ordering online.

### Simultaneous transfers

C7.22 Where the **Regulated Provider** is 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 over **Openreach's** or **KCOM's Access Network**, it shall ensure that, as applicable, an order is submitted to **Openreach** or to **KCOM**, where available, for the simultaneous transfer with minimal loss of service of both **Relevant Communications Services**.

### Communications Provider Migrations without change of location

C7.23 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 **Losing Provider** shall comply with the provisions of Annex 1 to this **Condition**;
- (b) both the **Gaining Provider** and 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 **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.

### Home-Moves

C7.24 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**.

### Other migrations of broadband services

C7.25 In relation to **Migrations of Broadband Services** not falling within the scope of **Condition C7.23**, **Regulated Providers** shall:

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

### Mobile switching (fewer than 25 Mobile Numbers)

#### Providing the PAC or the STAC, and Switching Information on request

C7.26 The **Regulated Provider** that is the **Losing Provider** must provide to their **Switching Customers** the following information upon request, in the manner and form set out in **Conditions C7.28 to C7.37**:

- (a) a **PAC** or an **STAC**; and/or
- (b) the information listed in **Condition C7.12 (f) to (k)** (referred to hereafter as the '**Mobile Switching Information**').

C7.27 The **Regulated Provider** that is the **Losing Provider** may also include the following information as part of the **Mobile Switching Information**:

- (a) the information set out in **Condition C7.12(d)**;
- (b) any other factual information that the **Losing Provider** considers the **Switching Customer** should know about prior to transferring to another **Communications Provider**.

#### How the PAC, STAC or Switching Information can be requested and received

C7.28 The **Regulated Provider** that is the **Losing Provider** must ensure their **Switching Customers** can request free of charge, a **PAC**, or an **STAC** and/or (as applicable) **Mobile Switching Information** via, at least, the following three means:

- (a) **SMS**, but only where the request for a **PAC** or **STAC** is in respect of no more than one **Mobile Number**;

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- (b) online, via an account which must be provided by the **Regulated Provider** to its **Subscribers**; and
- (c) by phone.

C7.29 In respect of the obligation under **Condition C7.28(a)**, the **Regulated Providers** that is the **Losing Provider** must ensure that all their **Switching Customers** can request a **PAC**, or an **STAC** and/or (as applicable) **Mobile Switching Information** by using the respective unique numbers for each type of request as agreed by the relevant industry forum and approved by **Ofcom**.

### When the PAC, STAC or Switching Information can be requested

- C7.30 The **Regulated Providers** that is the **Losing Provider** must ensure that **Switching Customers** are able to request a **PAC**, an **STAC**, and/or (as applicable) **Mobile Switching Information**:
- (a) by **SMS** and/or online in accordance with **Condition C7.28(a)** and (b) at all times; or
  - (b) by phone in accordance with **Condition C7.28(c)** during at least any **Working Day**.

### How and when the PAC, STAC and/or Switching Information must be provided to residential tariff customers

- C7.31 The **Regulated Provider** that is the **Losing Provider** must ensure that they always provide, free of charge, the **PAC**, **STAC** and/or **Mobile Switching Information** (as applicable) to a **Switching Customer** who has requested it:
- (a) via the same means through which the request was made; and
  - (b) if the request was not made by **SMS** and does not relate to more than one **Mobile Number**, in addition via **SMS**.
- C7.32 The **Regulated Provider** that is the **Losing Provider** must ensure that when they provide the **PAC** or **STAC** and/or (as applicable) the **Mobile Switching Information** in accordance with **Condition C7.31 (a)** and (b) to a **Switching Customer**, they do so no later than one minute from receipt of the request, save that, in the case of a request made by phone, the **SMS** required under **Condition C7.31(b)** may be sent at the latest up to one minute from the end of the phone call.
- C7.33 When the **Regulated Provider** that is the **Losing Provider** provides a **PAC** or **STAC** to a **Switching Customer** they must at the same time also provide **Mobile Switching Information**.

### How and when the PAC, STAC, and/or Switching Information must be provided to business tariff customers

- C7.34 The **Regulated Provider** that is the **Losing Provider** must ensure that they always provide, free of charge, a **PAC** or **STAC**, to a **Switching Customer** who has requested it in relation to a single mobile number:

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- (a) where the request was made by phone, immediately over the phone, or if this is not possible by **SMS** within two hours from the end of the phone call;
- (b) where the request was made by **SMS**, by **SMS** within no more than two **Working Days** from the request;
- (c) where the request was made online, via the account online and in addition via **SMS** within no more than two **Working Days** from the request.

C7.35 The **Regulated Provider** that is the **Losing Provider** must ensure that they always provide, free of charge, a **PAC** or **STAC**, to a **Switching Customer** whose request relates to more than one mobile number:

- (a) where the request was made by phone, over the phone within two hours from the end of the phone call; or
- (b) where the request was made online, via the account online within no more than two **Working Days** from the request.

C7.36 When the **Regulated Provider** that is the **Losing Provider** provide a **PAC** or **STAC**, in response to a request made by **SMS** or online from a **Switching Customer** they must at the same time also provide **Mobile Switching Information**.

C7.37 **Regulated Providers** must ensure that they always provide, free of charge, **Mobile Switching Information** to a **Switching Customer** who has requested it (whether the request is made by phone, **SMS** or online) by **SMS** (unless the request relates to more than one mobile number), or via the account online, within no more than two **Working Days** from the request.

### Duration of validity of PAC and STAC

C7.38 A **PAC** and an **STAC** shall be valid from the day it is provided for a period of thirty calendar days.

### Obligation to ensure Regulated Providers provide information where request for PAC or STAC or Switching Information is rejected

C7.39 Where the **Regulated Provider** that is the **Losing Provider** receives a request for a **PAC**, a **STAC** and/or (as applicable) **Mobile Switching Information**, the **Regulated Provider** is only entitled to reject the request in accordance with the circumstances as agreed by the relevant industry forum and approved-by **Ofcom**.

C7.40 Where the **Regulated Provider** rejects a request, it must immediately send confirmation of the rejection via **SMS** to the **Mobile Number** of the **Switching Customer**.

### Submission of PAC or STAC at point of sale

C7.41 Before entering into a contract for a **Mobile Communications Service** with an **End-user**, a **Regulated Provider** that is the **Gaining Provider** must ensure that the relevant **Switching Customer** is provided with the option of submitting the **PAC** or **STAC** that they have received or will receive from their **Losing Provider** at the same time that they enter into the contract.

### Obligation to advertise means by which PAC or STAC or Switching Information can be requested

- C7.42 **Regulated Providers** must ensure that the three means by which a **Switching Customer** must be able to request and receive a **PAC** or **STAC** and/or (as applicable) **Mobile Switching Information**, as set out in **Condition C7.28**, are well publicised and readily available, including ensuring that they are all easily accessible on **Regulated Providers'** websites, with either:
- (a) a weblink being clearly visible on a **Regulated Provider's** primary webpage for all **Switching Customers** (i.e. '1 click' access); or
  - (b) a weblink being clearly visible on a webpage that is directly accessible from a primary webpage for all **Switching Customers** (i.e. '2 click' access).

### Obligation to provide compensation

- 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.
- 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:
- (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) where compensation is due for a missed service or installation appointment, 30 calendar days after the date of the missed appointment.
- 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**.

## Annex 1 to Condition C7

[See Condition C7.23 (a)]

### Notification of transfer

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

### Cancel other

- 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 directed by **Ofcom**.
- 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.
- 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.
- 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, 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**;

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

## Annex 2 to Condition C7

[See Condition C7.24]

### Working line takeovers

- 1 Subject to paragraphs 2 and 3 of this Annex, where a **Regulated 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

- 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**.
- 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

- 4 After being notified of the **Working Line Takeover Order**, the **Incumbent Communications Provider** shall send the **Incumbent 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** 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 Switching Customer** should notify the **Incumbent Communications Provider** if that **Incumbent Switching Customer** is not moving out of the **Target Address** or expects to move at a later date than the expected **Migration Date**; and
  - (g) the relevant contact details.
- 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.



## C8 Sales and marketing of mobile communications services

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

### Scope

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

### Obligations to prevent mis-selling

- C8.2 When selling or marketing **Relevant Mobile Services**, **Regulated Providers** must ensure that:
- (a) any information they provide to **Relevant Customers** is accurate and not misleading; and
  - (b) they ask **Relevant Customers** if they also want the information to be provided in a **Durable Medium** and, if they do, **Regulated Providers** must provide the information in that form.

### Publication of relevant obligations

- C8.3 **Regulated Providers** must:
- (a) publish a comprehensive summary of their obligations under **Condition** C8 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**; and
  - (b) provide a copy of **Condition** C8 to a **Relevant Customer** free of charge upon reasonable request.

### Obligation with regards to mobile service retailers

- C8.4 Where the **Regulated Provider** contracts with or appoints a **Mobile Service Retailer** directly in order to sell or market the **Regulated Provider's Relevant Mobile Services** it must ensure, and where a third party acting on behalf of the **Regulated Provider** contracts with or appoints a **Mobile Service Retailer** in order to sell or market the **Regulated Provider's**

**Relevant Mobile Services**, the **Regulated Provider** must use reasonable endeavours to ensure, that:

- (a) the **Mobile Service Retailer** is aware of **Condition C8**;
- (b) provisions are in place which require the **Mobile Service Retailer** to ensure that:
  - (i) any information it provides to **Relevant Customers** is accurate and not misleading;
  - (ii) it asks **Relevant Customers** if they also want the information to be provided in a **Durable Medium** and, if they do, the **Mobile Service Retailer** must provide the information in that form; and
  - (iii) it creates and keeps records about the sale of the **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 **Condition C8.11**, for a period of not less than ninety days after the date by which this sales incentive has to be fully redeemed, but not less than six months;
- (c) the **Regulated Provider** monitors the **Mobile Service Retailer's** compliance with the provisions referred to in **Condition C8.4(b)**; and
- (d) non-compliance by the **Mobile Service Retailer** with the provisions referred to in **Condition C8.4(b)** is appropriately sanctioned by the **Regulated Provider**.

#### Relevant mobile service – information at point of sale

C8.5 **Regulated Providers** must use reasonable endeavours to ensure that before entering into or amending a contract for a **Relevant Mobile Service**, 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 a **Durable Medium** which is available or accessible to the **Relevant Customer** or, where the **Relevant Customer** enters into or amends the contract during a sales call, by telephone:
  - (i) the identity of the legal entity the **Relevant Customer** is contracting with; its address and telephone, fax and/or e-mail contact details; and
  - (ii) a description of the **Relevant Mobile Service**; the key charges; payment terms; the existence of any termination right, including termination procedures; the likely date the **Relevant Mobile Service** will be provided, in case the provision of the **Relevant Mobile Service** is not immediate; and any **Fixed Commitment Period**. For the purposes of this provision, key charges include minimum contract charges, any **Early Termination Charges** and, if the **Relevant Customer** is a **Consumer**, the **Access Charge** to be applied by the **Regulated Provider** for the purpose of

calculating the amounts payable by that **Relevant Customer** for calls to **Unbundled Tariff Numbers** in accordance with **Condition B1**.

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

#### Provision of relevant mobile services

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

#### Records retention

C8.7 Where the **Regulated Provider** acts as a **Mobile Service Retailer**, it must create and keep records about the sale of its **Relevant Mobile Services** for a period of not less than six months and, where applicable, about a related sales incentive as referred to in **Condition C8.11**, for a period of not less than ninety days after the date by which this sales incentive has to be fully redeemed, but not less than six months. Such records must include the date of the sale, the means through which the contract was entered into and the place where the contract was entered into, where applicable.

#### Training

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

#### Due diligence

C8.9 Where the **Regulated Provider** contracts with or appoints a **Mobile Service Retailer** directly in order to sell or market the **Regulated Provider's Relevant Mobile Services** it must ensure that, and where a third party acting on behalf of the **Regulated Provider** contracts with or appoints a **Mobile Service Retailer** in order to sell or market the **Regulated Provider's Relevant Mobile Services** the **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 **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

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- (c) appropriate checks to ensure that any due diligence information referred to in **Condition C8.9** remains up-to-date and relevant.

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

### Use of information for the purpose of monitoring compliance

- C8.10 Where a **Regulated Provider** acquires information from a **Mobile Service Retailer** for the purpose of monitoring compliance with this **Condition**, the **Regulated 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 Provider** shall not pass the information on to any other party (including its subsidiaries or partners) for whom such information could provide a competitive advantage.

### Sales incentives – information at point of sale

- C8.11 **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 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 a **Durable Medium** or, where the sales incentive offer is made during a sales call, by telephone:
- (a) the identity of the legal entity which makes the sales incentive offer and undertakes to meet the obligation(s) tied to this offer; its address; and telephone, fax and/or e-mail contact details;
  - (b) a description of the sales incentive itself; and
  - (c) the terms and conditions of the sales incentive, including a detailed and clear explanation as to the process the **Relevant Customer** has to follow to obtain the sales incentive.
- C8.12 Where the sales incentive offer is made during a sales call, in addition to the oral provision of this information, the **Regulated Provider** must use reasonable endeavours to ensure that this information is sent to the **Relevant Customer** in good time following the call in a **Durable Medium**.

## Definitions

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

'**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 **Condition B1.24**; or
- (b) where **Condition B1.27** applies, zero;

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

'**Act**' means the Communications Act 2003;

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

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

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

'**Adopt**' and '**Adoption**' (and cognate expressions) mean 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**;

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- (ii) identifying the origin, or sender, of an **Electronic Communication**;
- (iii) identifying the route for an **Electronic Communication**;
- (iv) identifying the source from which an **Electronic Communication** or **Electronic Communications Service** may be obtained or accessed;
- (v) selecting the service that is to be obtained or accessed, or required elements or characteristics of that service; or
- (vi) identifying the **Communications Provider** by means of whose network or service an **Electronic Communication** is to be transmitted, or treated as transmitted;

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

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

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

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

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

***'Annual Best Tariff Notification'** means a communication sent by a **Regulated Provider** to their **Subscriber** (if the **Subscriber** is a **Consumer**), and which comprises the information described in **Condition C1.33**;*

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

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

**'Appropriate Network'** 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 a **Communications Provider's Total Metering and Billing System** is compliant with the standards specified by **Ofcom** in a direction issued under **Condition C3.4**;

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

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

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

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

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

**'Broadband Service'** means any service which is capable of supporting an always-on connection at a fixed location that provides data at speeds greater than a dial-up connection, including all **DSL** (including **FTTC**) services, **FTTP** services and services provided over a **Cable Network**, but excluding any **Leased Lines Service**;

**'BT'** means BT Group plc;

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

**'Bundle'** means where **Public Electronic Communications Services** and other service(s) and/or **Terminal Equipment**, are provided or sold by the same **Communications Provider** under the same or closely related or linked contracts;

**'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 data that enables identification of the number from which a call could be made or to which a return call could be made;

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

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'**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** 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**;

'**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**;

'**Cell Identification**' means the geographic coordinates of the cell which is hosting the call;

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

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

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

'**Commitment Period**' means a period beginning on the date that contract terms agreed by a **Communications Provider** and a **Subscriber** take effect and ending on a date specified in that contract, and during which the **Subscriber** is required to pay for services, facilities and/or **Terminal Equipment** provided under the contract and the **Communications Provider** is bound to provide them;

'**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 a **Switching Customer** transfers from a **Public Electronic Communications Service** supplied by one **Communications Provider** to a **Public Electronic Communications Service** provided by another **Communications Provider**, 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**;

'**Comparison Tool**' in **Condition C2.19** means a tool that enables **Consumers** to compare and evaluate **different Internet Access Services** and **Interpersonal Communications Services** with regard to:

- (a) prices and tariffs of services provided against recurring or consumption-based direct monetary payments; and



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- (b) minimum quality of service where offered, or the Regulated Provider is required to publish such information.

**‘Complainant’** means a **Domestic or Small Business Customer** who makes a **Complaint** to a **Communications Provider**;

**‘Complaint’** means:

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

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

**‘Condition’** means a **Condition** in this Schedule;

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

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

**‘Contract Information’** means the information set out in the **Annex to Condition C1**;

**‘Contract Summary’** means the information required and set out in accordance with the contract summary template specified by the European Commission under [draft Commission Implementing Regulation (EU) xx establishing a template for the contract summary to be used by providers of publicly available electronic communications services pursuant to Directive (EU) 2018/1972];<sup>16</sup>

**‘Controlled Premium Rate Service’** or **‘CPRS’** has the meaning set out in the condition<sup>17</sup> issued by **Ofcom** under section 120 of the **Act**;

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

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<sup>16</sup> [https://ec.europa.eu/info/law/better-regulation/initiatives/ares-2018-4821885\\_en](https://ec.europa.eu/info/law/better-regulation/initiatives/ares-2018-4821885_en)

<sup>17</sup> See Ofcom’s PRS Condition, which is available at: [https://www.ofcom.org.uk/data/assets/pdf\\_file/0017/116531/PRS-Condition.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0017/116531/PRS-Condition.pdf)

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**'Customer'**, in relation to a **Communications Provider**, means the following (including any of them whose use or potential use of the network, service or **Bundle** is for the purposes of, or in connection with, a business):

- (a) the persons to whom the network, service or **Bundle** 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, service or **Bundle** is so provided;
- (c) the persons who wish to be so provided with the network, service or **Bundle** or who are likely to seek to become persons to whom the network, service, **Terminal Equipment** or **Bundle** is so provided;

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

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

**'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;

**'Domestic or Small Business Customers'** mean, 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 **Customer Numbers** are in the process of being, or have been passed or ported to a **Recipient Provider**; **'Donor Provider'** means a

**Communications Provider** whose **Customer Numbers** are in the process of being, or have been passed or ported to a **Recipient Provider**;

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

'**DSL Broadband Service**' means any **DSL** (including **FTTC**) service which is capable of supporting an always-on connection at a fixed location that provides data at speeds greater than a dial-up connection, excluding services provided over a **Cable Network**;

'**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;

'**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;

'**Early Termination Charge**' means a charge that may be payable by the **Subscriber** for terminating a contract before the end of the **Commitment Period**;

'**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;
  - (iii) software and stored data;

'**Electronic Communications Service**' means a service normally provided for remuneration via **Electronic Communications Networks** which encompasses, with the exception of services providing, or exercising editorial control over, content transmitted using **Electronic Communications Networks** and **Electronic Communications Services**, the following types of services:

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- (a) **Internet Access Services;**
- (b) **Interpersonal Communications Services;** and
- (c) services consisting wholly or mainly in the conveyance of signals such as transmission services used for broadcasting and **Machine to Machine Transmission Services;**

**'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;

**'Emergency Video Relay Service'** means any service which:

- (a) for the purposes of requesting and receiving emergency relief from Emergency Organisations, provides British Sign Language translation and relay facilities for emergency communications to be conveyed via video between any End-User and Emergency Organisations;
- (b) is capable of being accessed by End-Users of the service from readily available compatible terminal equipment with video capabilities, including smartphones and computers or tablets;
- (c) provides facilities for access to Emergency Organisations and is available twenty-four hours a day, seven days a week;
- (d) insofar as reasonably practicable, allows for communication between End-Users of the service at speeds equivalent to voice communications;
- (e) provides a means of communicating by text in conjunction with video relay;

**['End-of-Contract Notification'** means a communication sent by a **Regulated Provider** to their **Subscriber** that comprises the information described in **Condition C1.24** (if the **Subscriber** is a **Consumer**) or **Condition C1.25** (if the **Subscriber** is not a **Consumer**);]

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

- (a) a person who, otherwise than as a **Communications Provider**, is a **Customer** of the provider of that service or **Bundle**;
- (b) a person who makes use of the service or **Bundle** 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 or **Bundle**;

**'Express Consent'** means the express agreement of a **Customer** to contract with a **Communications Provider**, or to transfer their **Public Electronic Communications Service(s)** or port their **Telephone Number(s)**, where the **Communications Provider** has obtained such consent in a manner which has enabled the **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 Provider** has undertaken the responsibility for repair and maintenance, as is necessary to restore and maintain a sufficient service;

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

**'Fibre-To-The-Premises'** or **'FTTP'** means an **Access Network** consisting of optical fibre extending from the local access node to a **Network Termination Point**;

**'Fixed-line Telecommunications Service'** means **Narrowband** calls and lines services that allow for the transfer of speech communications, and other forms of communications such as facsimile and data;

**'Fixed Voice or Other Fixed-Line Service'** is a service provided at a fixed location that allows for:

- (i) the transfer of speech communications; and/or
- (ii) other forms of communications such as facsimile and data, up to a speed of 64 kbit/s,

including a service provided over a **Cable Network**, but excluding any **Leased Lines Service**;

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

**'Geographic Area Code'** has the meaning set out in the **National Telephone Numbering Plan**;

**'Geographic Number'** has the meaning set out in the **National Telephone Numbering Plan**;

**'Handset Locking Restriction'** means any restriction applied on a **Mobile Device** sold or provided as part of a **Bundle** with the **Mobile Communications Services** of a **Communications Provider** and which limits use of that device on the **Electronic Communications Network** of another **Communications Provider**;

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

**'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);

**'Inbound Switching Customer'** means a **Switching Customer** who is moving into a **Target Address**;

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

**'Incumbent Switching Customer'** means the **Switching Customer** who is residing in the **Target Address**;

**'Instalment Contract for a Physical Connection'** means a contract in which a **Consumer, Microenterprise Customer, Small Enterprise Customer** or **Not for Profit Customer**, as the case may be, has agreed to instalment payments exclusively for the deployment of a physical connection, excluding provision of any **Terminal Equipment**, and which is separate from any contract or contracts for the provision of a **Public Electronic Communications Service** or **Bundle**;

**'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 Access Service'** means a service made available to the public which provides access to the internet, and thereby connectivity to virtually all end points of the internet, irrespective of the network technology and terminal equipment used;

**'Interpersonal Communications Service'** means a service made available to the public which is normally provided for remuneration and enables direct interpersonal and interactive exchange of information via **Electronic Communications Networks** between a finite number of persons, whereby the persons initiating or participating in the communication determine its recipient(s). It does not include services which enable interpersonal and interactive communication merely as a minor ancillary feature that is intrinsically linked to another service;

**'KCOM'** means KCOM Group plc;

**'Leased Line Service'** means the provision of dedicated point-to-point transmission capacity;

**Linked Split Mobile Contracts** means where a **Subscriber** enters into two contracts for the provision of a **Mobile Communications Service** and a **Mobile Device** (with the **Mobile Device** being provided under a **Mobile Device Loan Agreement**) and where the monthly cost to the **Subscriber** is separated into the cost of the **Mobile Communications Service** and the **Mobile Device**, provided there is a technical, financial or contractual link between the two contracts;

**'Losing Provider'** means the **Communications Provider** from whom a **Switching Customer** is or is considering transferring;

**'Loss of Service'** means:

- (a) in relation to a **Fixed Voice or Other Fixed-Line Service**, where:
  - (i) the **Customer** is unable to make an outgoing call or to receive an incoming call; or
  - (ii) where the service only allows for one-way transmission;
- (b) in relation to a **Broadband Service**, where the **Customer** is unable to access the public internet,

in each case as a result of a planned or unplanned change in the operation of the **Electronic Communications Network(s)** (and/or elements of that network or networks) provided by the **Customer's Communications Provider** or used by it to provide its services, including any failure of equipment;

**'Machine-to-Machine Transmission Service'** means a service made available to the public which allows for the automated transfer of data and information between devices or software-based applications with limited or no human interaction;

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

**'Microenterprise Customer'** means a **Small Enterprise Customer** who carries on an undertaking for which fewer than 10 individuals work (whether as employees or volunteers or otherwise) and whose annual turnover and/or annual balance sheet total does not exceed [£1.7m];

**'Migration'** means:

- (a) the process by which a **Switching Customer** transfers from a **Fixed-line Telecommunications Service** and/or a **DSL Broadband Service** to another **Fixed-line Telecommunications Service** and/or **DSL Broadband Service**;
- (b) a **Communications Provider Migration**;
- (c) the process by which a **Switching Customer** transfers from a **Fixed-line Telecommunications Service** and/or a **DSL Broadband 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 **DSL Broadband Service** supplied by the same **Communications Provider** at a different location;

**'Migration Date'** means the date on which the **Communications Provider Migration** or takeover of the **Target Line** will be effected, at which point the **Switching Customer's Public Electronic Communications Service** will commence being provided by a different **Communications Provider** or at a different location, and, where applicable, the porting and subsequent activation of the relevant **Telephone Number(s)** will have been completed;

**‘Mobile Communications Service’** means a **Public Electronic Communications Service** consisting in the conveyance of **Signals** by means of a **Public Electronic Communications Network** through the agency of **Wireless Telegraphy** to or from **Apparatus** which is designed or adapted to be capable of being used in motion;

**‘Mobile Device’** means any **Apparatus** designed or adapted to be capable of being used while in motion, through which a **Communications Provider** is able to provide, and the person using the **Apparatus** is able to receive, **Mobile Communications Services**;

**‘Mobile Device Loan Agreement’** means an agreement by which a **Communications Provider** provides a **Subscriber** with a **Mobile Device** on credit and which the **Subscriber** commits to repaying in installments over an agreed period of time;

**‘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 Service Provider’** means a **Communications Provider** that provides a **Mobile Communications Service**;

**‘Mobile Service Retailer’** means any person who sells or markets a **Mobile 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 Switching Information’** means the information listed in **Conditions C7.26** and **C7.27**;

**‘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<sup>18</sup> 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;

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<sup>18</sup> See the National Telephone Numbering Plan, which is available at [https://www.ofcom.org.uk/data/assets/pdf\\_file/0013/102613/national-numbering-plan-june-2017.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0013/102613/national-numbering-plan-june-2017.pdf)



**'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 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;**

**‘Non-Geographic Number’** has the meaning set out in the **National Telephone Numbering Plan**;

**‘Non-provider Numbering Condition’** means the condition<sup>19</sup> that applies to persons other than **Communications Providers** relating to the use of **Unbundled Tariff Numbers** made under section 59 of the **Act**;

**‘Not For Profit Customer’**, in relation to a **Communications Provider** which provides services to the public, means a **Customer** which, otherwise than as a **Communications Provider**, is a **Customer** of that provider and which by virtue of its constitution or any enactment:

(a) is required (after payment of outgoings) to apply the whole of its income, and any capital which it expends, for charitable or public purposes; and

(b) is prohibited from directly or indirectly distributing among its members any part of its assets (otherwise than for charitable or public purposes);

**‘Number-based Interpersonal Communications Service’** means an **Interpersonal Communications Service** which connects with publicly assigned numbering resources, namely, a number or numbers in a national or international numbering plan or which enables communication with a number or numbers in a national or international numbering plan;

**‘Number-independent Interpersonal Communications Service’** means an **Interpersonal Communications Service** which does not connect with publicly assigned numbering resources, namely, a number or numbers in a national or international numbering plan, or which does not enable communication with a number or numbers in a national or international numbering plan;

**‘Number Portability’** means a facility whereby **Switching Customers** 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 **Switching Customer** provided that such retention of a **Telephone Number** is in accordance with the **National Telephone Numbering Plan**;

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

**‘Ofcom Approved Complaints Code’** means the code of practice annexed to **Condition C4** and entitled ‘Ofcom approved complaints code of practice for customer service and complaints handling’;

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

**‘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;

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<sup>19</sup> See condition made on 12 December 2013, which is available at [https://www.ofcom.org.uk/data/assets/pdf\\_file/0027/57753/annexes.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0027/57753/annexes.pdf)

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

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

**‘Portability’** means any facility which may be provided by a **Communications Provider** to another **Communications Provider** enabling **Number Portability**;

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

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

**‘Porting Authorisation Code’** or **‘PAC’** means a unique code used to signify the **Losing Provider’s** consent to a **Subscriber** being entitled to switch to another **Communications Provider** without the **Subscriber** porting their **Mobile Number**;

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

**‘Porting System Set-Up Costs’** means costs of the **Losing 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 **Gaining Provider’s** network; and
- (c) thereby establishing the technical and administrative capability to provide **Portability**;

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

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

**‘Public 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 **Pay Telephone** which is available to the general public;

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

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

**‘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;

**‘Recipient Provider’** means a **Communications Provider** to whom **Customer 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** 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) 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;

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- (f) provides call progress voice announcements in a suitable form;
- (g) provides facilities for access to **Emergency Organisations**; and
- (h) provides access to operator assistance services and a **Directory Enquiry Facility** using short code numbers;

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

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

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

'**Service Fee**' means the amount sought by a **Communications Provider** for the provision and usage of an **Electronic Communications Service** or any other service included in a **Bundle** with an **Internet Access Service** and/or a **Number-based Interpersonal Communications Service**;

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

'**Service Level Agreement**' means the service quality levels offered by a **Communications Provider** under a contract;

'**Service Level Guarantee**' means the compensation payable under a contract if the **Communications Provider** fails to meet a **Service Level Agreement**;

**‘Service Termination Authorisation Code’ or ‘STAC’** means a 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**;

**‘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**;

**‘Short Message Service’ or ‘SMS’** means 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;

**‘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 Activation’** means the process allowing a **Communications Provider**, to whom a **Switching Customer** is moving for the supply of **Mobile Communications Services**, to verify the identity of that **Switching Customer**. This process is carried out by the **Switching Customer** with the use of their Subscriber Identity Module (SIM) card which they will have obtained from the **Communications Provider** to whom they are moving. Where the **Communications Provider Migration** process does not include the porting of **Telephone Numbers**, **SIM Activation** also includes activation of the **Mobile Number(s)** that a **Switching Customer** is taking from a **Communications Provider** to whom they have switched;

**‘SIM Only Contract’** means a contract for a **Mobile Communications Service** where the only physical equipment the **Customer** obtains 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 **DSL Broadband Service** 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 **DSL Broadband 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 Service** and/or **DSL Broadband Service** 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 **Communications Provider** which provides services to the public, means a **Customer** of that provider who carries on an undertaking for which no more than ten individuals work (whether as employees or volunteers or otherwise), but who is not himself a **Communications Provider**;

**'Small Enterprise Customer'**, in relation to a **Communications Provider** which provides services to the public, means a **Customer** of that provider who carries on an undertaking for which fewer than 50 individuals work (whether as employees or volunteers or otherwise) and whose annual turnover and/or annual balance sheet total does not exceed [£8.8m], but who is not himself a **Communications Provider**;

**'SME Customer'** means, in relation to a **Communications Provider**, a **Customer** of that provider which is an undertaking for which fewer than two hundred and fifty (250) individuals work (whether as employees or volunteers or otherwise);

**'Specialised Service'** means a service other than an **Internet Access Service** which is optimised for specific content, applications or service, or a combination thereof;

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

**'Subscriber'** means any **End-User** who is party to a contract with a provider of a **Public Electronic Communications Service** or **Bundle** for the supply of such services or **Bundle**;

**'Switching Customer'** means:

- (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) 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)**;

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

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

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

'**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**;

'**Terminal Equipment**' means:

- (a) equipment directly or indirectly connected to the interface of a **Public Electronic Communications Network** to send, process or receive information; in either case (direct or indirect), the connection may be made by wire, optical fibre or electromagnetically; a connection is indirect if equipment is placed between the terminal and the interface of the network; and
- (b) satellite earth station equipment;

'**Terminal Equipment Fee**' means a proportion of the **Core Subscription Price** which reflects the provision of **Terminal Equipment** included in a **Bundle** with an **Internet Access Service** and/or a **Number-based Interpersonal Communications Service**. It excludes any amount due under a **Mobile Device Loan Agreement**.

'**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, a **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 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 the **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**;



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

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

**‘Voice Communications 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;

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

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

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

**‘Wholesale Line Rental’** or **‘WLR’** means a regulated wholesale service sold by 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);

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

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

**‘Working Line Takeover’** means a process by which:

- (a) a **Communications Provider** takes over a **WLR** or **MPF** line in order to provide a **Fixed-line Telecommunications Service** and/or a **DSL Broadband Service**; or

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- (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 **DSL Broadband Service** to the **Inbound Switching Customer**,

where that line is being used by that same or a different **Communications Provider** to supply a **Fixed-line Telecommunications Service** and/or a **DSL Broadband Service** to the **Incumbent 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

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

## Version history

The table below sets out the date and effect of changes that have been made to the General Conditions, in order to assist users in accessing the most up-to-date version of the General Conditions.

Date	Condition(s) affected	Summary of change	Relevant Ofcom document(s)
19 September 2017	All	Revoking the former general conditions and setting new general conditions	Review of the General Conditions of Entitlement, Statement and Consultation <sup>20</sup>
10 November 2017	C2 and Definitions	Setting a new general condition on transparency and information requirements to help small and medium sized businesses customers	Automatic compensation – Protecting consumers from service quality problems <sup>21</sup>
19 December 2017		Reforming the process for switching mobile provider by amending conditions C7 and B3, with effect from 1 July 2019 <i>[These changes will be shown in the consolidated version of the GCs after 1 July 2019]</i>	Consumer Switching. Decision on reforming the switching of mobile communication services <sup>22</sup>
26 March 2018	B1	Updating the emergency planning direction, extending Ofcom’s power to withdraw telephone numbers and providing guidance under condition C1	Review of the General Conditions of Entitlement. Statement on emergency planning direction, number withdrawal and guidance on contract termination <sup>23</sup>

<sup>20</sup> [https://www.ofcom.org.uk/data/assets/pdf\\_file/0026/106397/Statement-and-Consultation-Review-of-the-General-Conditions-of-Entitlement.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0026/106397/Statement-and-Consultation-Review-of-the-General-Conditions-of-Entitlement.pdf)

<sup>21</sup> <https://www.ofcom.org.uk/consultations-and-statements/category-1/automatic-compensation>

<sup>22</sup> <https://www.ofcom.org.uk/consultations-and-statements/category-2/consumer-switching-proposals-to-reform-switching-of-mobile-communications-services>

<sup>23</sup> <https://www.ofcom.org.uk/consultations-and-statements/category-1/review-general-conditions>

## General Conditions

Date	Condition(s) affected	Summary of change	Relevant Ofcom document(s)
30 July 2018	A4, B1, C1, C4, C6, C8 and Definitions	Drafting changes and changes to prevent calls to the emergency services being blocked under GC C6.6	Statement on changes to the General Conditions of Entitlement: Changes to General Condition C6, other minor drafting changes and changes to the guidance on the Calling Line Identification facilities <sup>24</sup>
15 May 2019		Introducing end-of-contract notifications and annual best tariff information, by amending conditions C1, C5 and the Definitions. These changes will take effect from 15 February 2020.  <i>[These changes will be shown in the consolidated version of the GCs after 15 February 2020]</i>	Helping consumers get better deals, Statement on end-of-contract notifications and annual best tariff information <sup>25</sup>
1 July 2019	C7, B3 and Definitions	Reforming the process for switching mobile provider by amending conditions C7 and B3, with effect from 1 July 2019.	Consumer Switching. Decision on reforming the switching of mobile communication services <sup>26</sup>

<sup>24</sup> [https://www.ofcom.org.uk/data/assets/pdf\\_file/0023/116348/Statement-changes-General-Conditions.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0023/116348/Statement-changes-General-Conditions.pdf)

<sup>25</sup> [https://www.ofcom.org.uk/data/assets/pdf\\_file/0018/148140/statement-helping-consumers-get-better-deals.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0018/148140/statement-helping-consumers-get-better-deals.pdf)

<sup>26</sup> [https://www.ofcom.org.uk/data/assets/pdf\\_file/0023/108941/Consumer-switching-statement.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0023/108941/Consumer-switching-statement.pdf)