

A1. Notification of new general conditions and modifications to the General Conditions under section 48(1) of the Act

Introduction of consumer protection requirements to implement the EECC Directive

Background

1. On 17 December 2019, Ofcom published a notification pursuant to section 48(1) and section 48A(3) of the Act (the “**First Notification**”), which included proposals to:
 - (a) revoke the current General Conditions C1.7 – C1.9 and C7.17 – C7.20 of the General Conditions of Entitlement, as set by the General Condition Notification;
 - (b) modify the current General Conditions A3, B3, C1, C2, C3, C5 and C7;
 - (c) set new General Conditions; and
 - (d) add new definitions to, and modify definitions, set out in the Definitions section of the General Conditions.
2. In the First Notification and the accompanying consultation, Ofcom invited representations about the proposal by 3 March 2020.
3. On 24 July 2020, Ofcom published another notification pursuant to section 48(1) and section 48A(3) of the Act (the “**Second Notification**”), which included a proposal to add new definitions to, and modify definitions, set out in the Definitions section of the General Conditions. In the Second Notification and the accompanying consultation, Ofcom invited representations about the proposal by 11 September 2020.
4. On 27 October 2020, Ofcom published a further notification pursuant to section 48(1) and section 48A(3) of the Act (the “**Third Notification**”, and together with the First Notification and the Second Notification, the “**Notifications**”), which included proposals to modify General Conditions A1, A2, A3, A4, B2, B4, C1, C2, C3, C4, C5, C6, C7 and C8 and remove definitions from, modify definitions in and add a new definition to those set out in the Definitions section of the General Conditions. In the Third Notification and the accompanying consultation, Ofcom invited representations about the proposal by 30 November 2020.
5. Copies of the Notifications were sent to the Secretary of State in accordance with section 48C(1) of the Act.
6. By virtue of section 48A(6) and (7) of the Act, Ofcom may give effect to this proposal, with or without modification, only if—
 - (a) they have considered every representation about the proposal that is made to them within the period specified in the Notification; and

- (b) they have had regard to every international obligation of the United Kingdom (if any) which has been notified to them for this purpose by the Secretary of State.
7. Ofcom received responses to the Notifications and has considered every such representation made to them in respect of the proposals set out in the Notifications (and the accompanying explanatory documents).
 8. The Secretary of State did not notify Ofcom of any international obligation of the United Kingdom for the purpose of section 48A(6) of the Act.
 9. Ofcom stated in the Notifications that they considered the proposals were not of EU significance pursuant to section 150A(2) of the Act.

Decision

10. In accordance with sections 45 and 48(1) of the Act, Ofcom have decided to modify Conditions A1, A2, A3, A4, B2, B3, B4, C1, C2, C3, C4, C5, C6, C7 and C8 of the General Conditions and to add new definitions to, and modify definitions, set out in the Definitions section of the General Conditions. The modifications are set out in the Schedules to this Notification, namely Schedules 1 to 4.
11. Ofcom's reasons for reaching this decision, and the effect of the decision, are set out in the explanatory statement accompanying this Notification.
12. Ofcom consider that they have complied with the requirements of sections 45 to 48C of the Act, insofar as they are applicable.
13. Ofcom have considered and acted in accordance with their general duties under section 3 of the Act and the six Community requirements set out in section 4 of the Act.
14. The modifications set out in the Schedules shall enter into force as follows:
 - (a) The modifications set out in Schedule 1 shall enter into force on IP completion day.
 - (b) The modifications set out in Schedule 2 shall enter into force on 17 December 2021.
 - (c) The modifications set out in Schedule 3 shall enter into force on 17 June 2022.
 - (d) The modifications set out in Schedule 4 shall enter into force on 19 December 2022.
15. A copy of this Notification and the accompanying explanatory statements have been sent to the Secretary of State in accordance with section 48C(1) of the Act.
16. In this Notification:
 - (a) "**the Act**" means the Communications Act 2003;
 - (b) "**General Conditions of Entitlement**" or "**General Conditions**" means the general conditions set by Ofcom under section 45 of the Act on 19 September 2017, as amended or replaced from time to time;
 - (c) "**IP completion day**" has the meaning specified in sections 39(1) to (5) of the European Union (Withdrawal Agreement) Act 2020; and
 - (d) "**Ofcom**" means the Office of Communications.

17. Words or expressions shall have the meaning assigned to them in this Notification, and otherwise any word or expression shall have the same meaning as it has in the Act.
18. For the purposes of interpreting this Notification: (i) headings and titles shall be disregarded; and (ii) the Interpretation Act 1978 shall apply as if this Notification were an Act of Parliament.
19. The Schedules to this Notification shall form part of this Notification.

Signed by

A handwritten signature in black ink, appearing to be 'Selina Chadha', written in a cursive style.

Selina Chadha

Director of Connectivity

A person authorised by Ofcom under paragraph 18 of the Schedule to the Office of Communications Act 2002

17 December 2020

Schedules of modifications to the General Conditions

- **SCHEDULE 1 – Changes coming into effect on IP completion day**
- **SCHEDULE 2 – Changes coming into effect on 17 December 2021**
- **SCHEDULE 3 – Changes coming into effect on 17 June 2022**
 - **PART A – Changes to General Conditions**
 - **PART B – Annex to Condition C1**
- **SCHEDULE 4 – Changes coming into effect on 19 December 2022**
 - **PART A – Changes to General Conditions**
 - **PART B – Annex to Condition C1**

SCHEDULE 1

The following changes will take effect on IP completion day:

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined text)
Changes to General Condition A1		
<p>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.</p>	<p>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 United Kingdom or 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.</p>	<p>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 <u>United Kingdom or</u> 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.</p>
Changes to General Condition B4		
<p>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:</p>	<p>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 United Kingdom or European Union are able to:</p>	<p>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 <u>United Kingdom or</u> European Union are able to:</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined text)
<p>(a) access and use those Non-Geographic Numbers which the Regulated Provider Adopts; and</p> <p>(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).</p>	<p>(a) access and use those Non-Geographic Numbers which the Regulated Provider Adopts; and</p> <p>(b) access all Telephone Numbers provided in the United Kingdom or 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).</p>	<p>(a) access and use those Non-Geographic Numbers which the Regulated Provider Adopts; and</p> <p>(b) access all Telephone Numbers provided in the <u>United Kingdom or</u> 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).</p>

SCHEDULE 2

The following changes will take effect on 17 December 2021

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
Changes to General Condition A2		
<p>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.</p>	<p>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 and/or Article 39 of the EECC Directive.</p>	<p>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 <u>and/or Article 39 of the EECC Directive</u>.</p>
Changes to General Condition A3		
<p>A3.1 The provisions of this Condition apply as follows:</p> <p>(a) Condition A3.2 applies to any person who provides a Publicly Available Telephone Service and/or a Public Electronic Communications Network over</p>	<p>A3.1 The provisions of this Condition apply as follows:</p> <p>(a) Condition A3.2 applies to any person who provides a Voice Communications Service and/or Internet Access Service and/or a Public Electronic</p>	<p>A3.1 The provisions of this Condition apply as follows:</p> <p>(a) Condition A3.2 applies to any person who provides a Publicly Available Telephone Service <u>Voice Communications Service and/or Internet Access Service</u> and/or a</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>which a Publicly Available Telephone Service is provided;</p> <p>(b) Conditions A3.3 and A3.6(c) apply to any provider of a VoIP Outbound Call Service; and</p> <p>(c) Conditions A3.4, A3.5 and A3.6(a) and (b) apply to any Communications Provider who provides End-Users with an Electronic Communications Service, or provides access to such a service by means of a Pay Telephone, for originating calls to a number or numbers in the National Telephone Numbering Plan, excluding any Click to Call Service,</p> <p>and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p>	<p>Communications Network over which a Voice Communications Service and/or Internet Access Service is provided;</p> <p>(b) Conditions A3.3 and A3.6(c) apply to any provider of a VoIP Outbound Call Service to Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers (such customers being 'Relevant Customers' for the purposes of these provisions); and</p> <p>(c) Conditions A3.4, A3.5 and A3.6(a), (b) and (d) apply to any Communications Provider who provides End-Users with a Number-based Interpersonal Communications Service, or</p>	<p>Public Electronic Communications Network over which a Publicly Available Telephone Service <u>Voice Communications Service and/or Internet Access Service</u> is provided;</p> <p>(b) Conditions A3.3 and A3.6(c) apply to any provider of a VoIP Outbound Call Service <u>to Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers (such customers being 'Relevant Customers' for the purposes of these provisions)</u>; and</p> <p>(c) Conditions A3.4, A3.5 and A3.6(a), <u>and (d)</u> apply to any Communications Provider who provides End-Users with an</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>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 and/or in an international numbering plan, excluding any Click to Call Service,</p> <p>and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p>	<p>Electronic Communications Service <u>a Number-based Interpersonal Communications Service</u>, 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 <u>and/or in an international numbering plan</u>, excluding any Click to Call Service,</p> <p>and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p>
<p>A3.2 Regulated Providers must take all necessary measures to ensure:</p> <p>(a) the fullest possible availability of the Public Electronic Communications Network and</p>	<p>A3.2 Regulated Providers must take all necessary measures to ensure:</p> <p>(a) the fullest possible availability of Voice Communications Services</p>	<p>A3.2 Regulated Providers must take all necessary measures to ensure:</p> <p>(a) the fullest possible availability of Public Electronic</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Publicly Available Telephone Services provided by them in the event of catastrophic network breakdown or in cases of force majeure; and</p> <p>(b) uninterrupted access to Emergency Organisations as part of any Publicly Available Telephone Services offered.</p>	<p>and Internet Access Services provided over Public Electronic Communications Networks in the event of catastrophic network breakdown or in cases of force majeure; and</p> <p>(b) uninterrupted access to Emergency Organisations as part of any Voice Communications Services offered.¹</p>	<p>Communications Network and Publicly Available Telephone Services provided by them <u>Voice Communications Services and Internet Access Services</u> provided over <u>Public Electronic Communications Networks</u> in the event of catastrophic network breakdown or in cases of force majeure; and</p> <p>(b) uninterrupted access to Emergency Organisations as part of any Publicly Available Telephone Services <u>Voice Communications Services</u> offered.²</p>
<p>A3.3 Regulated Providers must inform their Domestic and Small Business Customers in plain English and in an</p>	<p>A3.3 Regulated Providers must inform their Relevant Customers in plain English and in an easily accessible</p>	<p>A3.3 Regulated Providers must inform their Domestic and Small Business Customers <u>Relevant Customers</u> in</p>

¹ See Ofcom’s guidance on [“Protecting access to emergency organisations where there is a power cut at the customer’s premises. Guidance on General Condition A3.2\(b\)”](#)

² [See Ofcom’s guidance on “Protecting access to emergency organisations where there is a power cut at the customer’s premises. Guidance on General Condition A3.2\(b\)”](#)

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>easily accessible manner that access to Emergency Organisations using VoIP Outbound Call Services may cease if there is a power cut or power failure, or a failure of the internet connection on which the service relies. This information must be provided during the sales process, within the terms and conditions of use, and in any user guide issued by the Regulated Provider.</p>	<p>manner that access to Emergency Organisations using VoIP Outbound Call Services may cease if there is a power cut or power failure, or a failure of the internet connection on which the service relies. This information must be provided during the sales process, within the terms and conditions of use, and in any user guide issued by the Regulated Provider.</p>	<p>plain English and in an easily accessible manner that access to Emergency Organisations using VoIP Outbound Call Services may cease if there is a power cut or power failure, or a failure of the internet connection on which the service relies. This information must be provided during the sales process, within the terms and conditions of use, and in any user guide issued by the Regulated Provider.</p>
A3.4	A3.4	No changes.
<p>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 the Emergency Organisations handling those calls,</p>	<p>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</p>	<p>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 <u>End-Users and</u> the Emergency Organisations handling</p>

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<p>at the time the call is answered by those organisations.</p>	<p>those calls, at the time the call is answered by those organisations.</p>	<p>those calls, at the time the call is answered by those organisations.</p>
<p>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:</p> <p>(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;</p>	<p>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:</p> <p>(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;</p> <p>(b) where it provides a Mobile Communications Service, the Caller Location Information</p>	<p>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:</p> <p>(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;</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>(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</p> <p>(c) where it provides a VoIP Outbound Call Service:</p> <p>(i) it must, where its VoIP Outbound Call Service is to be used principally at a single fixed location, recommend its Domestic and Small</p>	<p>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</p> <p>(c) where it provides a VoIP Outbound Call Service:</p> <p>(i) it must, where its VoIP Outbound Call Service is to be used principally at a single fixed location, recommend its Relevant Customers to register with it the address of the place where the VoIP Outbound Call Service is to be</p>	<p>(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</p> <p>(c) where it provides a VoIP Outbound Call Service:</p> <p>(i) it must, where its VoIP Outbound Call Service is to be</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>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</p> <p>(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.</p>	<p>used prior to its activation and update that address information if there is any change; and</p> <p>(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 Relevant Customers register and update the location information associated with it, whenever accessing the VoIP Outbound Call Service from a new location; and</p> <p>(d) in all circumstances where available, a Regulated Provider must provide handset-derived Caller Location Information.</p>	<p>used principally at a single fixed location, recommend its Domestic and Small Business Customers Relevant 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</p> <p>(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 Relevant Customers register and update the location information</p>

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		<p>associated with it, whenever accessing the VoIP Outbound Call Service from a new location; <u>and</u></p> <p><u>(d) in all circumstances where available, a Regulated Provider must provide handset-derived Caller Location Information.</u></p>

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Changes to General Condition A4		
<p>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.</p>	<p>A4.1 This Condition applies to any Communications Provider who provides a Voice Communications Service and/or a Public Electronic Communications Network over which a Voice Communications Service is provided, each of whom is a ‘Regulated Provider’ for the purposes of this Condition.</p>	<p>A4.1 This Condition applies to any Communications Provider who provides a Publicly Available Telephone Service <u>Voice Communications Service</u> and/or a Public Electronic Communications Network over which a Publicly Available Telephone Service <u>Voice Communications Service</u> is provided, each of whom is a ‘Regulated Provider’ for the purposes of this Condition.</p>
Changes to General Condition B2		
<p>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</p>	<p>B2.1 This Condition applies to all providers of Number-based Interpersonal Communications Services which assign Telephone Numbers to Subscribers, each of</p>	<p>B2.1 This Condition applies to all providers of Publicly Available Telephone Services <u>Number-based Interpersonal Communications Services</u> which assign Telephone Numbers to Subscribers, each of</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Provider’ for the purposes of this Condition.</p>	<p>whom is a ‘Regulated Provider’ for the purposes of this Condition.</p>	<p>whom is a ‘Regulated Provider’ for the purposes of this Condition.</p>
Changes to General Condition C1		
<p>C1.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C1.2 to C1.9 apply to all providers of Public Electronic Communications Networks and/or Public Electronic Communications Services; and</p> <p>(b) Conditions C1.10 to C1.21 apply to all providers of Public Electronic Communications Services,</p> <p>and each person to whom a provision applies is a ‘Regulated Provider’ for the purposes of that provision.</p>	<p>C1.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C1.3 and C1.14 to C1.17 apply to providers of Public Electronic Communications Networks and/or Public Electronic Communications Services;</p> <p>(b) Conditions C1.8 to C1.11 apply to providers of Public Electronic Communications Services when they provide these services to the following:</p> <p>(i) in relation to Conditions C1.8 and C1.11, Consumers and/or Microenterprise or Small</p>	<p>C1.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C1.2 to C1.9 C1.3 and C1.14 to C1.17 apply to all providers of Public Electronic Communications Networks and/or Public Electronic Communications Services;</p> <p>(b) Conditions C1.8 to C1.11 apply to providers of Public Electronic Communications Services when they provide these services to the following:</p> <p>(iii) in relation to Conditions C1.8 and C1.11, Consumers and/or Microenterprise or Small</p>

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	<p>Enterprise Customers or Not-For-Profit Customers unless such Microenterprise or Small Enterprise Customers or Not-For-Profit Customers have expressly agreed otherwise;</p> <p>(ii) in relation to Condition C1.9, Consumers; and</p> <p>(iii) in relation to Condition C1.10, Consumers, Microenterprise or Small Enterprise Customers and Not-For-Profit Customers;</p> <p>but they do not apply to such providers when they provide Machine-to-Machine Transmission Services;</p> <p>(c) Condition C1.12 applies to providers of Internet Access Services and/or Number-based</p>	<p>Enterprise Customers or Not-For-Profit Customers unless such Microenterprise or Small Enterprise Customers or Not-For-Profit Customers have expressly agreed otherwise;</p> <p><u>(iv) in relation to Condition C1.9, Consumers; and</u></p> <p><u>(v) in relation to Condition C1.10, Consumers, Microenterprise or Small Enterprise Customers and Not-For-Profit Customers;</u></p> <p><u>but they do not apply to such providers when they provide Machine-to-Machine Transmission Services;</u></p> <p><u>(c) Condition C1.12 applies to providers of Internet Access Services and/or Number-based Interpersonal Communications</u></p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>Interpersonal Communications Services when they provide these services to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</p> <p>(d) 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 Machine-to-Machine Transmission Services;</p> <p>(e) Conditions C1.8, C1.11 and C1.12 also apply to providers of Bundles when they provide Bundles to:</p> <p>(i) Consumers; and/or</p>	<p><u>Services when they provide these services to:</u></p> <p>(vi) <u>Consumers; and/or</u></p> <p>(vii) <u>Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</u></p> <p>(d) <u>Conditions C1.10 to C1.21 C1.13 and C1.21 to C1.36</u> apply to all providers of Public Electronic Communications Services, <u>when they provide these services to Subscribers, except when they provide Machine-to-Machine Transmission Services;</u></p> <p>(e) <u>Conditions C1.8, C1.11 and C1.12</u> also apply to providers of <u>Bundles</u> when they provide <u>Bundles</u> to:</p> <p>(viii) <u>Consumers; and/or</u></p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</p> <p>(f) insofar as Conditions C1.21 to C1.36 expressly refer to Bundles, these Conditions apply to providers of Bundles to the extent stated in the relevant Condition when they provide Bundles to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise.</p>	<p>(ix) <u>Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</u></p> <p>(f) <u>insofar as Conditions C1.21 to C1.36 expressly refer to Bundles, these Conditions apply to providers of Bundles to the extent stated in the relevant Condition when they provide Bundles to:</u></p> <p>(x) <u>Consumers; and/or</u></p> <p>(xi) <u>Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise.</u></p> <p>and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
N/A	<p>C1.2 In this Condition C1:</p> <p>(a) each provider to whom a provision applies in accordance with Condition C1.1 is a 'Regulated Provider' for the purposes of that provision;</p> <p>(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; and</p> <p>(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.</p>	New condition
C1.2	C1.3	No change other than renumbering

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
N/A	C1.4 [INTENTIONALLY LEFT BLANK] C1.5 [INTENTIONALLY LEFT BLANK] C1.6 [INTENTIONALLY LEFT BLANK] C1.7 [INTENTIONALLY LEFT BLANK]	New placeholder pending coming into force of new Conditions C1.4-C1.7
C1.3 Without prejudice to any Fixed Commitment Period, Regulated Providers shall ensure that conditions or procedures for contract termination do not act as disincentives for End-Users against changing their Communications Provider	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 .	C1.8 Without prejudice to any Fixed Commitment Period, Regulated Providers shall ensure that conditions or procedures for contract termination do not act as disincentives for End-Users Relevant Customers against changing their Communications Provider.
N/A	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	New condition

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>Communications Service that they provide.</p>	
<p>C1.3 ... In particular, but without limiting the extent of this paragraph, a Regulated Provider who is providing Public Electronic Communications Services to Domestic and Small Business Customers must not, at the end of any Fixed Commitment Period, renew those Domestic or Small Business Customers’ contracts for a further Fixed Commitment Period unless that Regulated Provider has first obtained Express Consent from each Customer concerned.</p>	<p>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.</p>	<p>C1.10 In particular, but Without limiting the extent of this paragraph <u>Condition C1.8</u>, a Regulated Provider who is providing Public Electronic Communications Services to Domestic and Small Business Customers <u>Regulated Providers</u> must not, at the end of any Fixed <u>Commitment Period</u>, renew those Domestic or Small Business Customers’ contracts <u>their contract with a Relevant Customer</u> for a further Fixed <u>Commitment Period</u> unless that Regulated Provider has <u>they have</u> first obtained <u>the Relevant Customer’s</u> Express Consent from <u>Express Consent must be obtained in relation to each new Commitment Period.</u></p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>C1.4 Regulated Providers shall not include a term in any contract with a Consumer for the provision of Electronic Communications Services that stipulates a Fixed Commitment Period of more than 24 months in duration.</p>	<p>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.</p>	<p>C1.11 Regulated Providers shall not include a term in any contract, <u>other than an Instalment Contract for a Physical Connection</u>, with a Consumer for the provision of Electronic Communications Services <u>Relevant Customer</u>, that stipulates a Fixed Commitment Period of more than 24 months in duration.</p>
<p>N/A</p>	<p>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</p>	<p>New condition</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	additional service or Terminal Equipment.	
C1.5 Regulated Providers shall ensure that Subscribers are able to subscribe to a contract with a maximum duration of 12 months.	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.	C1.13 Regulated Providers shall ensure that Subscribers <u>Relevant Customers</u> are able to subscribe to a contract <u>for the provision of Relevant Communications Services</u> with a maximum duration of 12 months.
C1.6 Regulated Providers shall: (a) give their Subscribers adequate notice not shorter than one month of any contractual modifications likely to be of material detriment to that Subscriber ; (b) allow their Subscribers to withdraw from their contract without penalty upon such notice; and	C1.14 Regulated Providers shall: (a) give their Subscribers adequate notice not shorter than one month of any contractual modifications likely to be of material detriment to that Subscriber ; (b) allow their Subscribers to withdraw from their contract	C1.14 Regulated Providers shall: (a) give their Subscribers adequate notice not shorter than one month of any contractual modifications likely to be of material detriment to that Subscriber; (b) allow their Subscribers to withdraw from their contract

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>(c) at the same time as giving the notice in Condition C1.6(a), inform the Subscriber of its ability to terminate the contract without penalty if the proposed modification is not acceptable to the Subscriber.</p>	<p>without penalty upon such notice; and</p> <p>(c) at the same time as giving the notice in Condition C1.14(a), inform the Subscriber of its ability to terminate the contract without penalty if the proposed modification is not acceptable to the Subscriber.</p>	<p>without penalty upon such notice; and</p> <p>(c) at the same time as giving the notice in Condition C1.6(a) C1.14(a), inform the Subscriber of its ability to terminate the contract without penalty if the proposed modification is not acceptable to the Subscriber.</p>
<p>C1.7 Without limiting the extent of Condition C1.6, an increase in the Core Subscription Price payable at any point in the Fixed Commitment Period is a contractual modification likely to be of material detriment to a Consumer or Small Business Customer for the purposes of Condition C1.6(a) unless it falls within Condition C1.9.</p>	<p>C1.15 Without limiting the extent of Condition C1.14, an increase in the Core Subscription Price payable at any point in the Commitment Period is a contractual modification likely to be of material detriment to a Consumer or Microenterprise or Small Enterprise Customer or Not-For-Profit Customer for the purposes of Condition C1.14(a) unless it falls within Condition C1.17.</p>	<p>C1.15 Without limiting the extent of Condition C1.6 C1.14, an increase in the Core Subscription Price payable at any point in the Fixed Commitment Period is a contractual modification likely to be of material detriment to a Consumer or Small Business Customer Microenterprise or Small Enterprise Customer or Not-For-Profit Customer for the purposes of</p>

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		Condition C1.6(a) <u>C1.14(a)</u> unless it falls within Condition C1.9 <u>C1.17</u> .
C1.8 For the purposes of Condition C1.7 ...	C1.16 For the purposes of Condition C1.15 ,...	C1.16 For the purposes of Condition C1.7 <u>C1.15</u> ,...
<p>C1.9 The application of contract terms with the following effects does not fall within Condition C1.7:</p> <p>(a) the effect of binding the Subscriber to pay a different Core Subscription Price at different times during their Fixed Commitment Period, where those terms were sufficiently prominent and transparent that the Subscriber can be said, at the time they agreed the Core Subscription Price, to have agreed to the different amounts they would have to pay at different times ...</p>	<p>C1.17 The application of contract terms with the following effects does not fall within Condition C1.15:</p> <p>(a) the effect of binding the Subscriber to pay a different Core Subscription Price at different times during their Commitment Period, where those terms were sufficiently prominent and transparent that the Subscriber can be said, at the time they agreed the Core Subscription Price, to have agreed to the different amounts they would have to pay at different times ...</p>	<p>C1.17 The application of contract terms with the following effects does not fall within Condition C1.7 <u>C1.15</u>:</p> <p>(a) the effect of binding the Subscriber to pay a different Core Subscription Price at different times during their Fixed Commitment Period, where those terms were sufficiently prominent and transparent that the Subscriber can be said, at the time they agreed the Core Subscription Price, to have agreed to the different amounts they would have to pay at different times ...</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
N/A	C1.18 [INTENTIONALLY LEFT BLANK] C1.19 [INTENTIONALLY LEFT BLANK] C1.20 [INTENTIONALLY LEFT BLANK]	Placeholder text pending the coming into force of new Conditions C1.18 – C1.20
<p>C1.10 Regulated Providers must send an End-of-Contract Notification to a Subscriber, in the manner and form specified by Conditions C1.11 to C1.14, if each of the following requirements are met:</p> <ul style="list-style-type: none"> (a) the Subscriber has a contract with the Regulated Provider for Public Electronic Communications Services, other than machine-to-machine transmission services; (b) the contract has a Fixed Commitment Period; and 	<p>C1.21 Regulated Providers must comply with Conditions C1.22 and C1.23, if each of the following requirements are met:</p> <ul style="list-style-type: none"> (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. 	<p>C1.21 Regulated Providers must send an End-of-Contract Notification to a Subscriber, in the manner and form specified by Conditions C1.11 to C1.14 <u>comply with Conditions C1.22 and C1.23</u>, if each of the following requirements are met:</p> <ul style="list-style-type: none"> (a) the Subscriber <u>Relevant Customer</u> has a contract with the Regulated Provider for Public Electronic Communications Services, other than machine-to-machine transmission services <u>a Relevant Communications Service</u>; (b) the contract has a Fixed Commitment Period; and

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<p>(c) the terms of the contract provide (or governing law provides) for the contract to be automatically prolonged after the expiry of the Fixed Commitment Period.</p>		<p>(c) the terms of the contract provide (or governing law provides) for the contract to be automatically prolonged after the expiry of the Fixed Commitment Period.</p>
<p>N/A</p>	<p>C1.22 Where Condition C1.21 applies, Regulated Providers shall ensure that following the automatic prolongation of the contract for the Relevant Communications Service:</p> <p>(a) the Relevant Customer has the right to terminate the contract with a notice period of one month;</p> <p>(b) the Relevant Customer has the right to terminate any contracts forming part of a Bundle with that contract, with a notice period of one month, following the expiry</p>	<p>New condition</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>of the Commitment Period and automatic prolongation of the relevant bundled contract(s); and</p> <p>(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.</p>	
<p>C1.10 Regulated Providers must send an End-of-Contract Notification to a Subscriber, in the manner and form specified by Conditions C1.11 to C1.14...</p>	<p>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.</p>	<p>C1.23 <u>Where Condition C1.21 applies,</u> Regulated Providers must send an End-of-Contract Notification to a Subscriber, <u>the Relevant Customer</u> in the manner and form specified by Conditions C1.11 to C1.14 <u>C1.24 to C1.28.</u></p>
<p>C1.11 If the Subscriber is a Consumer, the End-of-Contract Notification shall include the following information in</p>	<p>C1.24 If the Relevant Customer is a Consumer, the End-of-Contract Notification shall include the following information in respect of</p>	<p>C1.24 If the Subscriber <u>Relevant Customer</u> is a Consumer, the End-of-Contract Notification shall include the following information in respect of</p>

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<p>respect of the Subscriber's contract, in a clear and comprehensible form:</p> <p>(a) the date on which the Fixed Commitment Period for that contract ends;</p> <p>(b) details of the services provided by the Regulated Provider to the Subscriber under that contract;</p> <p>(c) the notice period (if any) which applies to the Subscriber 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);</p> <p>(d) a message that the Subscriber may terminate that contract</p>	<p>the Relevant Customer's contract for the Relevant Communications Service, in a clear and comprehensible form:</p> <p>(a) the date on which the Commitment Period for that contract ends;</p> <p>(b) details of the services provided by the Regulated Provider to the Relevant Customer under that contract;</p> <p>(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);</p> <p>(d) a message that the Relevant Customer may terminate that</p>	<p>the Subscriber's <u>Relevant Customer's</u> contract <u>for the Relevant Communications Service</u>, in a clear and comprehensible form:</p> <p>(a) the date on which the Fixed Commitment Period for that contract ends;</p> <p>(b) details of the services provided by the Regulated Provider to the Subscriber <u>Relevant Customer</u> under that contract;</p> <p>(c) the notice period (if any) which applies to the Subscriber <u>Relevant Customer</u> 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);</p> <p>(d) a message that the Subscriber <u>Relevant Customer</u> may terminate</p>

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<p>without paying an Early Termination Charge after the Fixed Commitment Period ends;</p> <p>(e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Subscriber;</p> <p>(f) how the Subscriber may terminate that contract;</p> <p>(g) the current Core Subscription Price payable by the Subscriber under that contract;</p> <p>(h) the Core Subscription Price that will be payable by the Subscriber for the services referred to in (b) (and, where relevant, any changes referred to in (i)) after the Fixed</p>	<p>contract without paying an Early Termination Charge after the Commitment Period ends;</p> <p>(e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Relevant Customer;</p> <p>(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;</p> <p>(g) how the Relevant Customer may terminate that contract;</p> <p>(h) the current Core Subscription Price payable by the Relevant Customer under that contract;</p>	<p>that contract without paying an Early Termination Charge after the Fixed Commitment Period ends;</p> <p>(e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Subscriber <u>Relevant Customer</u>;</p> <p>(f) <u>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</u>;</p> <p>(g) how the Subscriber <u>Relevant Customer</u> may terminate that contract;</p> <p>(h) the current Core Subscription Price payable by the Subscriber</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Commitment Period for that contract ends;</p> <p>(i) details of any changes to the services referred to in (b) that will come into effect because the Fixed Commitment Period for that contract is ending;</p> <p>(j) the dates on which the Fixed Commitment Periods end for the other contracts referred to in (e);</p> <p>(k) details of the options available to the Subscriber at the end of the Fixed Commitment Period for that contract; and</p> <p>(l) the Regulated Provider's best tariffs.</p>	<p>(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;</p> <p>(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;</p> <p>(k) the dates on which the Commitment Periods end for the other contracts referred to in (e) and (f);</p> <p>(l) details of the options available to the Relevant Customer at the end of the Commitment Period for that contract; and</p>	<p><u>Relevant Customer</u> under that contract;</p> <p>(i) the Core Subscription Price that will be payable by the Subscriber <u>Relevant Customer</u> for the services referred to in (b) (and, where relevant, any changes referred to in (i) <u>(j)</u>) after the Fixed Commitment Period for that contract ends;</p> <p>(j) details of any changes to the services referred to in (b) that will come into effect because the Fixed Commitment Period for that contract is ending;</p> <p>(k) the dates on which the Fixed Commitment Periods end for the other contracts referred to in (e) <u>and (f)</u>;</p> <p>(l) details of the options available to the Subscriber <u>Relevant Customer</u></p>

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	(m) the Regulated Provider's best tariffs.	at the end of the Fixed Commitment Period for that contract; and (m) the Regulated Provider's best tariffs.
C1.12 If the Subscriber is not a Consumer , the End-of-Contract Notification shall inform the Subscriber of the end of the Fixed Commitment Period and how the Subscriber may terminate the contract. At the same time, the Regulated Provider must give the Subscriber best tariff advice relating to their services.	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.	C1.25 If the Subscriber Relevant Customer is not a Consumer , the End-of-Contract Notification shall inform the Subscriber Relevant Customer of the end of the Fixed Commitment Period and how the Subscriber Relevant Customer may terminate the contract <u>for the Relevant Communications Service</u> . At the same time, the Regulated Provider must give the Subscriber Relevant Customer best tariff advice relating to their services.
N/A	C1.26 If the Relevant Customer is a Microenterprise or Small Enterprise Customer or Not-For-Profit Customer , the End-of-Contract	New condition

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	<p>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.</p>	
<p>C1.13 Regulated Providers must send an End-of-Contract Notification in a timely manner, before the end of the Subscriber’s Fixed Commitment Period.</p>	<p>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.</p>	<p>C1.27 Regulated Providers must send an End-of-Contract Notification in a timely manner, before the end of the Subscriber’s Relevant Customer’s Fixed Commitment Period.</p>
<p>C1.14 Regulated Providers must send an End-of-Contract Notification via a Durable Medium and in a prominent manner. If the Subscriber is a Consumer, the End-of-Contract Notification must also be separate</p>	<p>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</p>	<p>C1.28 Regulated Providers must send an End-of-Contract Notification via a Durable Medium and in a prominent manner. If the Subscriber Relevant Customer is a Consumer, the End-of-Contract Notification must also be</p>

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and distinct from any other communication.	and distinct from any other communication.	separate and distinct from any other communication.
C1.15	C1.29	No changes other than renumbering
<p>C1.16 Regulated Providers must provide best tariff information to a Subscriber at least annually, if each of the following requirements are met:</p> <ul style="list-style-type: none"> (a) the Subscriber has a contract with the Regulated Provider for Public Electronic Communications Services, other than machine-to-machine transmission services; and (b) the contract was previously subject to a Fixed 	<p>C1.30 Regulated Providers must provide best tariff information to a Relevant Customer at least annually, if each of the following requirements are met:</p> <ul style="list-style-type: none"> (a) the Relevant Customer has a contract with the Regulated Provider for a Relevant Communications Service; and (b) the contract was previously subject to a Commitment Period which has now expired. 	<p>C1.30 Regulated Providers must provide best tariff information to a Subscriber <u>Relevant Customer</u> at least annually, if each of the following requirements are met:</p> <ul style="list-style-type: none"> (a) the Subscriber <u>Relevant Customer</u> has a contract with the Regulated Provider for Public Electronic Communications Services, other than machine-to-machine transmission services <u>a Relevant Communications Service</u>; and

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<p>Commitment Period which has now expired.</p>		<p>(b) the contract was previously subject to a Fixed Commitment Period which has now expired.</p>
<p>N/A</p>	<p>C1.31 If the Relevant Customer is a Microenterprise or 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.</p>	<p>New condition</p>
<p>C1.17 If a Subscriber is a Consumer, the Regulated Provider must comply with Condition C1.16 by sending an Annual Best Tariff Notification to</p>	<p>C1.32 If a Relevant Customer is a Consumer, the Regulated Provider must comply with Condition C1.30 by sending an Annual Best Tariff</p>	<p>C1.32 If a Subscriber Relevant Customer is a Consumer, the Regulated Provider must comply with Condition C1.16 <u>C1.30</u> by sending an Annual Best</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
that Subscriber , in the manner and form specified by Conditions C1.18 to C1.20.	Notification to that Relevant Customer , in the manner and form specified by Conditions C1.33 to C1.35.	Tariff Notification to that Subscriber Relevant Customer , in the manner and form specified by Conditions C1.18 to C1.20 C1.33 to C1.35 .
<p>C1.18 An Annual Best Tariff Notification shall include the following information in respect of a Subscriber's contract, in a clear and comprehensible form:</p> <p>(a) a message that the contract is not currently subject to a Fixed Commitment Period;</p> <p>(b) the notice period (if any) which applies to the Subscriber under that contract (where the contract is for a Mobile Communications Service, the Regulated Provider may instead include a message</p>	<p>C1.33 An Annual Best Tariff Notification shall include the following information in respect of a Relevant Customer's contract for the Relevant Communications Service, in a clear and comprehensible form:</p> <p>(a) a message that the contract is not currently subject to a Commitment Period;</p> <p>(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</p>	<p>C1.33 An Annual Best Tariff Notification shall include the following information in respect of a Subscriber's Relevant Customer's contract for the Relevant Communications Service, in a clear and comprehensible form:</p> <p>(a) a message that the contract is not currently subject to a Fixed Commitment Period;</p> <p>(b) the notice period (if any) which applies to the Subscriber Relevant Customer under that contract (where the contract is for a Mobile Communications Service, the Regulated Provider</p>

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<p>that a notice period may apply);</p> <p>(c) details of the services provided by the Regulated Provider to the Subscriber under that contract;</p> <p>(d) the current Core Subscription Price payable by the Subscriber under that contract;</p> <p>(e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Subscriber;</p> <p>(f) the dates on which the Fixed Commitment Periods end for the other contracts referred to in (e);</p>	<p>may instead include a message that a notice period may apply);</p> <p>(c) details of the services provided by the Regulated Provider to the Relevant Customer under that contract;</p> <p>(d) the current Core Subscription Price payable by the Relevant Customer under that contract;</p> <p>(e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Relevant Customer;</p> <p>(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;</p>	<p>may instead include a message that a notice period may apply);</p> <p>(c) details of the services provided by the Regulated Provider to the Subscriber <u>Relevant Customer</u> under that contract;</p> <p>(d) the current Core Subscription Price payable by the Subscriber <u>Relevant Customer</u> under that contract;</p> <p>(e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Subscriber <u>Relevant Customer</u>;</p> <p>(f) <u>details of other contracts between the Regulated Provider and the Relevant Customer which form part of a Bundle with</u></p>

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<p>(g) details of the options available to the Subscriber; and</p> <p>(h) the Regulated Provider's best tariffs.</p>	<p>(g) the dates on which the Commitment Periods end for the other contracts referred to in (e) and (f);</p> <p>(h) details of the options available to the Relevant Customer; and</p> <p>(i) the Regulated Provider's best tariffs.</p>	<p><u>the contract for the Relevant Communications Service;</u></p> <p>(g) the dates on which the Fixed Commitment Periods end for the other contracts referred to in (e) <u>and (f)</u>;</p> <p>(h) details of the options available to the Subscriber <u>Relevant Customer</u>; and</p> <p>(i) the Regulated Provider's best tariffs.</p>
C1.19	C1.34	No changes other than renumbering
C1.20	C1.35	No changes other than renumbering
C1.21	C1.36	No changes other than renumbering

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
Changes to General Condition C2		
<p>C2.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C2.2 to C2.15 apply to all providers of Public Electronic Communications Networks and/or Public Electronic Communications Services; and</p> <p>(b) Conditions C2.16 to C2.19 apply to any Communications Provider who provides Fixed Voice or Other Fixed-Line Services and/or Broadband Services to SME Customers,</p> <p>and each person to whom a provision applies is a ‘Regulated Provider’ for the purposes of that provision.</p>	<p>C2.1 The provisions of this Condition C2 apply as follows:</p> <p>(a) Conditions C2.3 and C2.4 apply to:</p> <p>(i) providers of Internet Access Services and/or Number-based Interpersonal Communications Services when they provide such services to End-Users; and</p> <p>(ii) providers of Bundles to Consumers and/or Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless such Microenterprise or Small Enterprise Customers or Not-For-Profit Customers</p>	<p>C2.1 The provisions of this Condition C2 apply as follows:</p> <p><u>(a) Conditions C2.3 and C2.4 apply to:</u></p> <p><u>(i) providers of Internet Access Services and/or Number-based Interpersonal Communications Services when they provide such services to End-Users; and</u></p> <p><u>(ii) providers of Bundles to Consumers and/or Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless such Microenterprise or Small Enterprise Customers or Not-For-Profit Customers have expressly agreed otherwise;</u></p>

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	<p>have expressly agreed otherwise;</p> <p>(b) Conditions C2.5 to C2.13 apply to providers of Public Electronic Communications Networks and/or Public Electronic Communications Services;</p> <p>(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</p> <p>(d) Conditions C2.19 to C2.21 apply to providers of Internet Access Services and/or Number-based Interpersonal Communications Services when they provide such services to Consumers.</p>	<p>(b) Conditions C2.2 to C2.15 <u>C2.5 to C2.13</u> apply to all providers of Public Electronic Communications Networks and/or Public Electronic Communications Services; and</p> <p>(c) Conditions C2.16 to C2.19 <u>C2.14 and C2.15</u> apply to any <u>providers of</u> Communications Provider who provides <u>providers of</u> Fixed Voice or Other Fixed-Line Services and/or Broadband Services <u>when they provide such services</u> to SME Customers; <u>and</u></p> <p>(d) <u>Conditions C2.19 to C2.21 apply to providers of Internet Access Services and/or Number-based Interpersonal Communications Services when they provide such services to Consumers.</u></p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
		<p>and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p>
N/A	<p>C2.2 In this Condition C2:</p> <p>(a) each provider to whom a provision applies in accordance with Condition C2.1 is a 'Regulated Provider' for the purposes of that provision; and</p> <p>(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.</p>	New condition
C2.2 Regulated Providers shall ensure that clear and up-to-date information on the applicable prices and tariffs and	C2.3 Regulated Providers shall publish the following information in respect of any Relevant Communications	C2.3 Regulated Providers shall ensure that clear and up-to-date information on the applicable prices and tariffs and

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<p>standard terms and conditions in respect of access to and use of the services provided by them to End-Users and/or Consumers is published in accordance with Conditions C2.3 and C2.12. For the avoidance of doubt, this Condition does not require Regulated Providers to publish any bespoke or individual prices, tariffs or terms and conditions.</p> <p>C2.3 The information published shall include at least the following:</p> <ul style="list-style-type: none"> (a) the name and registered office address of the Regulated Provider; (b) a description of the services offered; (c) the standard tariffs of the Regulated Provider indicating the services provided and the content of each tariff element 	<p>Services or Bundles they provide under standard terms and conditions:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 	<p><u>publish the following information in respect of any Relevant Communications Services or Bundles they provide under</u> standard terms and conditions in respect of access to and use of the services provided by them to End-Users and/or Consumers is published in accordance with Conditions C2.3 and C2.12... The information published shall include at least the following:</p> <ul style="list-style-type: none"> (a) the name and registered office <u>contact details</u> of the Regulated Provider; (b) a description of the services offered, <u>including the main characteristics of each service provided, such as:</u> <ul style="list-style-type: none"> (i) <u>any minimum quality of service levels, where offered;</u> <u>and</u>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>(with regard to charges for access, usage and/or maintenance), including details of any standard discounts applied, any special and targeted tariff schemes and any additional charges;</p> <p>(d) any compensation and/or refund policies, including specific details of any compensation and/or refund schemes offered;</p> <p>(e) any types of maintenance service offered;</p> <p>(f) the standard contract conditions offered, including any relevant Fixed Commitment Period, termination of the contract, and procedures and direct charges related to Number Portability; and</p>	<p>charges for access, usage and/or maintenance), including details of:</p> <p>(i) any allowances included in specific tariff plans, such as in relation to gigabits of data, voice minutes and messages;</p> <p>(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);</p> <p>(iii) numbers or services subject to particular pricing conditions;</p> <p>(iv) access and maintenance charges;</p> <p>(v) any special and targeted tariff schemes;</p>	<p>(ii) <u>any restrictions imposed by the provider on the use of Terminal Equipment they sell or provide, including any Handset Locking Restrictions;</u></p> <p>(c) the standard tariffs of the Regulated Provider indicating the services provided and the content of each tariff element (with regard to charges for access, usage and/or maintenance), including details of any standard discounts applied:</p> <p>(i) <u>any allowances included in specific tariff plans, such as in relation to gigabits of data, voice minutes and messages;</u></p> <p>(ii) <u>any usage charges for any additional use of services or facilities, or for use of any</u></p>

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<p>(g) any available dispute resolution mechanisms, including those developed by the Regulated Provider.</p>	<p>(vi) any additional charges; and</p> <p>(vii) any costs with respect to Terminal Equipment;</p> <p>(d) any after-sales, maintenance and customer assistance services offered and their respective contact details;</p> <p>(e) the standard contract conditions offered, including contract duration, any Early Termination Charges, rights in relation to the termination of Bundles or any elements thereof;</p> <p>(f) where the undertaking is a Regulated Provider of Number-based Interpersonal Communications Services, information on access to Emergency Organisations and</p>	<p><u>additional services or facilities not included in (i);</u></p> <p><u>(iii) numbers or services subject to particular pricing conditions;</u></p> <p>(iv) <u>access and maintenance charges;</u></p> <p>(v) any special and targeted tariff schemes;</p> <p>(vi) any additional charges; <u>and</u></p> <p>(vii) <u>any costs with respect to Terminal Equipment;</u></p> <p>(d) any types of <u>after-sales, maintenance service and customer assistance</u> services offered <u>and their respective contact details;</u></p> <p>(e) the standard contract conditions offered, including any relevant Fixed Commitment Period,</p>

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	<p>Caller Location Information, or any limitation on the latter;</p> <p>(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;</p> <p>(h) any available dispute resolution mechanisms, including those developed by the Regulated Provider; and</p> <p>(i) any compensation and/or refund policies, including specific details of any compensation and/or refund schemes offered.</p>	<p>termination of the contract, and procedures and direct charges related to Number Portability <u>contract duration, any Early Termination Charges, rights in relation to the termination of Bundles or any elements thereof;</u></p> <p>(f) <u>where the undertaking is a Regulated Provider of Number-based Interpersonal Communications Services, information on access to Emergency Organisations and Caller Location Information, or any limitation on the latter;</u></p> <p>(g) <u>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</u></p>

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	<p>For the avoidance of doubt, this Condition does not require Regulated Providers to publish any bespoke or individual prices, tariffs or terms and conditions.</p>	<p><u>law harmonising accessibility requirements for products and services;</u></p> <p>(h) any available dispute resolution mechanisms, including those developed by the Regulated Provider; <u>and</u></p> <p>(i) any compensation and/or refund policies, including specific details of any compensation and/or refund schemes offered.</p> <p><u>For the avoidance of doubt, this Condition does not require Regulated Providers to publish any bespoke or individual prices, tariffs or terms and conditions.</u></p>
N/A	<p>C2.4 Regulated Providers shall, upon request, provide Ofcom with the information listed in Condition C2.3 ahead of publication.</p>	New condition

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<p>C2.4 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) on the Regulated Provider’s website, in its published price lists and in advertising and promotional material which refer to call pricing.</p>	<p>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.</p>	<p>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 Bundles) on the Regulated Provider’s website, <u>as part of the information published in accordance with Condition C2.3(c), as well as</u> in its published price lists and in advertising and promotional material which refer to call pricing.</p>
<p>C2.5 Without prejudice to Condition C2.4,...</p>	<p>C2.6 Without prejudice to Condition C2.5,...</p>	<p>C2.6 Without prejudice to Condition C2.4 <u>C2.5</u>,...</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>C2.6 In respect of Personal Numbers, for tariffs that Regulated Providers make available to Consumers, they shall:</p> <p>(a) publish usage charges, including any variations by time of day, and give those charges the same prominence in terms of location and format as is given to charges for geographic calls, calls to mobiles and call packages (including bundles) on the Regulated Provider’s website and in its published price lists; and</p> <p>(b) in advertising and promotional material which refer to call pricing, publish the maximum charges applying to Personal Numbers.</p>	<p>C2.7 In respect of Personal Numbers, for tariffs that Regulated Providers make available to Consumers, they shall:</p> <p>(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</p> <p>(b) in advertising and promotional material which refer to call pricing, publish the maximum charges applying to Personal Numbers.</p>	<p>C2.7 In respect of Personal Numbers, for tariffs that Regulated Providers make available to Consumers, they shall:</p> <p>(a) publish, <u>as part of the information published in accordance with Condition C2.3(c)</u>, 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</p> <p>(b) in advertising and promotional material which refer to call pricing, publish the maximum charges applying to Personal Numbers.</p>

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C2.7 Without prejudice to Condition C2.6 ,...	C2.8 Without prejudice to Condition C2.7 ,...	C2.8 Without prejudice to Condition C2.6 <u>C2.7</u> ,...
C2.8	C2.9	No changes other than renumbering
C2.9 Where a Regulated Provider applies different tariffs for Small Business Customers to those it applies to Consumers , it must ensure that its pricing for Small Business Customers is transparent and inform such Small Business Customers where the tariff is a business tariff.	C2.10 Where a Regulated Provider applies different tariffs for Microenterprise or Small Enterprise Customers or Not-For-Profit Customers to those it applies to Consumers , it must ensure that its pricing for Microenterprise or Small Enterprise Customers or Not-For-Profit Customers is transparent and inform such Microenterprise or Small Enterprise Customers or Not-For-Profit Customers where the tariff is a business tariff.	C2.10 Where a Regulated Provider applies different tariffs for Small Business Customers <u>Microenterprise or Small Enterprise Customers</u> or <u>Not-For-Profit Customers</u> to those it applies to Consumers , it must ensure that its pricing for Small Business Customers <u>Microenterprise or Small Enterprise Customers</u> or <u>Not-For-Profit Customers</u> is transparent and inform such Small Business Customers <u>Microenterprise or Small Enterprise Customers</u> or <u>Not-For-Profit Customers</u> where the tariff is a business tariff.
C2.10 In relation to Controlled Premium Rate Services ('CPRS') , Regulated Providers shall provide on request	C2.11 In relation to Controlled Premium Rate Services ('CPRS') , Regulated Providers shall provide on request	C2.11 In relation to Controlled Premium Rate Services ('CPRS') , Regulated Providers shall provide on request

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<p>and free of charge the following information and advice to Domestic and Small Business Customers:</p> <p>(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</p> <p>(b) information about the role of Regulated Providers in relation to:</p> <p>(i) general CPRS enquiries and requests for number checks via the number-checker facilities provided by the Phone-paid</p>	<p>and free of charge the following information and advice to Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers:</p> <p>(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</p> <p>(b) information about the role of Regulated Providers in relation to:</p> <p>(i) general CPRS enquiries and requests for number checks via the number-checker facilities provided by the Phone-paid</p>	<p>and free of charge the following information and advice to Domestic and Small Business Customers <u>Consumers, Microenterprise or Small Enterprise Customers</u> or <u>Not-For-Profit Customers</u>:</p> <p>(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</p> <p>(b) information about the role of Regulated Providers in relation to:</p> <p>(i) general CPRS enquiries and requests for number checks via the number-checker facilities provided by the</p>

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<p>Services Authority on its website;³ and</p> <p>(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.</p>	<p>Services Authority on its website;⁴ and</p> <p>(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.</p>	<p>Phone-paid Services Authority on its website;⁵ and</p> <p>(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.</p>
<p>C2.11 In providing information and advice in accordance with Condition C2.10,..</p>	<p>C2.12 In providing information and advice in accordance with Condition C2.11,..</p>	<p>C2.12 In providing information and advice in accordance with Condition C2.11,...</p>
<p>C2.15</p>	<p>C2.13</p>	<p>No changes other than re-ordering and renumbering</p>
<p>C2.16 In addition to any information required under Condition C2.3, a Regulated Provider must publish the</p>	<p>C2.14 As part of the information published in accordance with Condition C2.3(b) and (i), a Regulated Provider must</p>	<p>C2.14 In addition to any information required under As part of the information published in accordance</p>

³ See the [website of the Phone-paid Services Authority](#)

⁴ See the [website of the Phone-paid Services Authority](#)

⁵ See the [website of the Phone-paid Services Authority](#)

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>following information in respect of any standard form contract it offers to SME Customers (whether exclusively or amongst others) for Fixed Voice or Other Fixed-Line Services and/or Broadband Services:</p> <p>(a) the Service Level Agreements (if any) that apply:</p> <p>(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;</p> <p>(ii) in the event of a Loss of Service; and</p> <p>(iii) in relation to the Regulated Provider (or its supplier) keeping a pre-agreed appointment to attend the</p>	<p>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:</p> <p>(a) the Service Level Agreements (if any) that apply:</p> <p>(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;</p> <p>(ii) in the event of a Loss of Service; and</p> <p>(iii) in relation to the Regulated Provider (or its supplier) keeping a pre-agreed appointment to attend the SME Customer's premises</p>	<p><u>with</u> Condition C2.3 <u>(b) and (i)</u>, 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 Fixed Voice or Other Fixed-Line Services and/or Broadband Services <u>Relevant Communications Services</u>:</p> <p>(a) the Service Level Agreements (if any) that apply:</p> <p>(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;</p> <p>(ii) in the event of a Loss of Service; and</p>

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<p>SME Customer's premises and in the event of the Regulated Provider (or its supplier) failing to do so;</p> <p>(b) the Service Level Guarantee (if any) that applies for each of the events listed in Condition C2.16(a);</p> <p>(c) if applicable, the fact that no Service Level Agreement and/or Service Level Guarantee applies in relation to an event listed in Condition C2.16(a); and</p> <p>(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 C2.16(a), but that the exact terms are subject to individual negotiation</p>	<p>and in the event of the Regulated Provider (or its supplier) failing to do so;</p> <p>(b) the Service Level Guarantee (if any) that applies for each of the events listed in Condition C2.14(a);</p> <p>(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</p> <p>(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.</p>	<p>(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;</p> <p>(b) the Service Level Guarantee (if any) that applies for each of the events listed in Condition C2.16 C2.14(a);</p> <p>(c) if applicable, the fact that no Service Level Agreement and/or Service Level Guarantee applies in relation to an event listed in Condition C2.16 C2.14(a); and</p> <p>(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 C2.16</p>

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<p>between the Regulated Provider and a SME Customer.</p>		<p><u>C2.14</u>(a), but that the exact terms are subject to individual negotiation between the Regulated Provider and a SME Customer.</p>
<p>C2.18 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 Fixed Voice or Other Fixed-Line Services and/or Broadband 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 C2.16(a) to (c) (or the applicable information about each of those matters in relation to a bespoke contract) in respect of that contract.</p>	<p>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) in respect of that contract. The Regulated Provider must provide the information referred to in this Condition in a Durable Medium that</p>	<p>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 Fixed Voice or Other Fixed-Line Services and/or Broadband Service <u>Relevant Communications Service</u> (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 C2.16 <u>C2.14</u>(a) to (c) (or the applicable information about each of those matters in relation to a bespoke contract). The Regulated Provider must provide the information referred to in <u>this</u></p>

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<p>C2.19 The Regulated Provider must provide the information referred to in Condition C2.18 in a Durable Medium that is separate and distinct from the SME Customer’s contract.</p>	<p>is separate and distinct from the SME Customer’s contract.</p>	<p>Condition C2.18 in a Durable Medium that is separate and distinct from the SME Customer’s contract.</p>
<p>C2.12 Other than information to which Condition C2.16 to C2.19 applies, where this Condition requires information to be published, it shall be effected by:</p> <ul style="list-style-type: none"> (a) sending a copy of the information or any appropriate parts of it to any End-User who reasonably requests it, free of charge; and (b) placing a copy of the information in plain English, in an easily accessible and reasonably prominent manner on their website or, where 	<p>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.</p>	<p>C2.16 Other than information to which Condition C2.16 to C2.19 applies, Where this Condition requires information to be published, it shall be effected by <u>publishing</u> (a) sending a copy of the information or any appropriate parts of it to any End-User who reasonably requests it, free of charge; and (b) placing a copy of the information in plain English, in an easily accessible and reasonably prominent manner on their <u>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</u> or, where there is no such website, in such manner and form as</p>

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<p>there is no such website, in such manner and form as directed by Ofcom.</p> <p>...</p> <p>C2.17 The Regulated Provider must publish the information referred to in Condition C2.16 in plain English, in an easily accessible and reasonably prominent manner on its website (or, where there is no such website, in such manner and form as directed by Ofcom).</p>		<p>directed by Ofcom. <u>Regulated Providers shall update the relevant information regularly.</u></p>
<p>C2.13 Regulated Providers must have procedures in place to ensure that enquiry and helpdesk staff are aware of the requirements of Conditions C2.2 – C2.12 and C2.14 in order for them to be able to respond to complaints and enquiries and to monitor their compliance with the requirements.</p>	<p>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, C2.16 and C2.18 in order for them to be able to respond to complaints and enquiries and to monitor their compliance with the requirements.</p>	<p>C2.17 Regulated Providers must have procedures in place to ensure that enquiry and helpdesk staff are aware of the requirements of Conditions C2.2 – C2.12 and C2.14 <u>C2.3 to C2.12, C2.16 and C2.18</u> in order for them to be able to respond to complaints and enquiries and to monitor their compliance with the requirements.</p>

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C2.14	C2.18	No changes other than renumbering
N/A	<p>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.</p> <p>C2.20 The conditions referred to in Condition C2.19 are that the Comparison Tool must:</p> <ul style="list-style-type: none"> (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; 	New conditions

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	<ul style="list-style-type: none"> (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 	

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	<p>(i) include the possibility to compare prices, tariffs and minimum quality of service between offers available to Consumers.</p> <p>C2.21 The information referred to in Condition C2.19 is information relating to:</p> <p>(a) the prices and tariffs of services provided against recurring or consumption-based direct monetary payments; and</p> <p>(b) the minimum quality of service where offered, or the Regulated Provider is required to publish such information.</p>	
Changes to General Condition C3		
<p>C3.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C3.2 and C3.3 apply to any person who provides a</p>	<p>C3.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C3.2 and C3.3 apply to any person who provides a Public</p>	<p>C3.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C3.2 and C3.3 apply to any person who provides a Public</p>

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<p>Public Electronic Communications Service;</p> <p>(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:</p> <p>(i) the billing of End-Users; and</p> <p>(ii) the provision of information to be used by another Communications Provider for billing End-Users,</p> <p>except that Conditions C3.4 to C3.6 do not apply to any such provider if its Relevant Turnover in its most recent</p>	<p>Electronic Communications Service;</p> <p>(b) Conditions C3.4 to C3.6 apply to any provider of Voice Communications Services and/or Internet Access Services (including any wholesale provider) in respect of:</p> <p>(i) the billing of End-Users; and</p> <p>(ii) the provision of information to be used by another Communications Provider for billing End-Users,</p> <p>except that Conditions C3.4 to C3.6 do not apply to any such provider if its Relevant Turnover in its most recent</p>	<p>Electronic Communications Service;</p> <p>(b) Conditions C3.4 to C3.6 apply to any provider of Publicly Available Telephone Services <u>Voice Communications Services</u> and/or Publicly Available Internet Access Services <u>Internet Access Services</u> (including any wholesale provider) in respect of:</p> <p>(i) the billing of End-Users; and</p> <p>(ii) the provision of information to be used by another Communications Provider for billing End-Users,</p> <p>except that Conditions C3.4 to C3.6 do not apply to any such provider if its Relevant Turnover in its most recent</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>complete financial year is less than £55 million; and</p> <p>(c) Conditions C3.7 to C3.12 apply to any person who provides Publicly Available Telephone Services and/or Publicly Available Internet Access Services to a Subscriber,</p> <p>and each person to whom a provision applies is a ‘Regulated Provider’ for the purposes of that provision.</p>	<p>complete financial year is less than £55 million;</p> <p>(c) Condition C3.7 applies to any person who provides Number-based Interpersonal Communications Services and/or Internet Access Services;</p> <p>(d) Conditions C3.8 to C3.12 apply to any person who provides Voice Communications Services and/or Internet Access Services to a Subscriber; and</p> <p>(e) Conditions C3.13 and C3.14 apply to any person who provides Number-based Interpersonal Communications Services and/or Internet Access Services when they provide such services to Subscribers who are:</p> <p>(i) Consumers; and/or</p>	<p>complete financial year is less than £55 million; and</p> <p>(c) <u>Condition C3.7 applies to any person who provides Number-based Interpersonal Communications Services and/or Internet Access Services;</u></p> <p>(d) Conditions C3.7 <u>C3.8</u> to C3.12 apply to any person who provides Publicly Available Telephone Services <u>Voice Communications Services</u> and/or Publicly Available Internet Access Services <u>Internet Access Services</u> to a Subscriber; and</p> <p>(e) <u>Conditions C3.13 and C3.14 apply to any person who provides Number-based Interpersonal Communications Services and/or Internet Access Services when</u></p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise,</p> <p>such Subscribers being 'Relevant Customers' for the purposes of those provisions;</p> <p>and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p>	<p><u>they provide such services to Subscribers who are:</u></p> <p>(i) <u>Consumers; and/or</u></p> <p>(ii) <u>Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise,</u></p> <p><u>such Subscribers being 'Relevant Customers' for the purposes of those provisions;</u></p> <p>and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p>
C3.2 – C3.3	C3.2-C3.3	No changes
C3.4	C3.4	No changes

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>C3.5 Regulated Providers shall:</p> <p>(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;</p> <p>(b) obtain Approval for these services as soon as is practicable; and</p> <p>(c) comply with any directions made by the Approval Body in respect of such Approval.</p>	<p>C3.5 Regulated Providers shall:</p> <p>(a) apply to an Approval Body for Approval of any Total Metering and Billing System they use in respect of the Voice Communications Services and/or Internet Access Services they provide, in accordance with the process specified by Ofcom in a direction issued under Condition C3.4;</p> <p>(b) obtain Approval for these services as soon as is practicable; and</p> <p>(c) comply with any directions made by the Approval Body in respect of such Approval.</p>	<p>C3.5 Regulated Providers shall:</p> <p>(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 <u>Voice Communications Services</u> and/or Publicly Available Internet Access Services <u>Internet Access Services</u> they provide, in accordance with the process specified by Ofcom in a direction issued under Condition C3.4;</p> <p>(b) obtain Approval for these services as soon as is practicable; and</p> <p>(c) comply with any directions made by the Approval Body in respect of such Approval.</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
C3.6	C3.6	No changes
<p>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 billing information to allow the Subscriber to:</p> <p>(a) verify and control the charges incurred by the Subscriber; and</p> <p>(b) adequately monitor the Subscriber’s usage and expenditure and thereby exercise a reasonable degree of control over their Bills.</p>	<p>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:</p> <p>(a) verify and control the charges incurred by the Subscriber; and</p> <p>(b) adequately monitor the Subscriber’s usage and expenditure and thereby exercise a reasonable degree of control over their Bills.</p>	<p>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 <u>and up-to-date</u> billing information to allow the Subscriber to:</p> <p>(a) verify and control the charges incurred by the Subscriber; and</p> <p>(b) adequately monitor the Subscriber’s usage and expenditure and thereby exercise a reasonable degree of control over their Bills.</p>
C3.8-C.10	C3.8-C3.10	No changes
<p>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</p>	<p>C3.11 Where a Subscriber has not paid a Regulated Provider all or part of a Bill for Voice Communications Services and/or Internet Access Services</p>	<p>C3.11 Where a Subscriber has not paid a Regulated Provider all or part of a Bill for Publicly Available Telephone Services <u>Voice Communications</u></p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Internet Access Services provided by the Regulated Provider, the Regulated Provider shall ensure that any measures it takes to effect payment or disconnection:</p> <ul style="list-style-type: none"> (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. 	<p>provided by the Regulated Provider, the Regulated Provider shall ensure that any measures it takes to effect payment or disconnection:</p> <ul style="list-style-type: none"> (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. 	<p><u>Services</u> and/or Publicly Available Internet Access Services <u>Internet Access Services</u> provided by the Regulated Provider, the Regulated Provider shall ensure that any measures it takes to effect payment or disconnection:</p> <ul style="list-style-type: none"> (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.

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
C3.12	C3.12	No changes
N/A	<p>C3.13 Regulated Providers shall notify their Relevant Customers when a Number-based 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.</p> <p>C3.14 As part of the notification provided pursuant to Condition C3.13, Regulated Providers should also include information on any usage charges that the Relevant Customer will incur if they continue to use the relevant Number-based Interpersonal Communications Service and/or Internet Access Service.</p>	New conditions
Changes to General Condition C4		

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>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:</p> <p>(a) any such Communications Provider is a ‘Regulated Provider’; and</p> <p>(b) Domestic and Small Business Customers are ‘Relevant Customers’.</p>	<p>C4.1 This Condition applies to any Communications Provider who provides Public Electronic Communications Services to Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers. For the purposes of this Condition:</p> <p>(a) any such Communications Provider is a ‘Regulated Provider’; and</p> <p>(b) Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers are ‘Relevant Customers’.</p>	<p>C4.1 This Condition applies to any Communications Provider who provides Public Electronic Communications Services to Domestic and Small Business Customers <u>Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers</u>. For the purposes of this Condition:</p> <p>(a) any such Communications Provider is a ‘Regulated Provider’; and</p> <p>(b) Domestic and Small Business Customers <u>Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers</u> are ‘Relevant Customers’.</p>
<p>Changes to General Condition C5</p>		

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>C5.1 This Condition applies to all providers of Public Electronic Communications Services, each of whom is a 'Regulated Provider' for the purposes of this Condition.</p>	<p>C5.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C5.2 to C5.10 and C5.13 to C5.18 apply to providers of Public Electronic Communications Services; and</p> <p>(b) [INTENTIONALLY LEFT BLANK]</p> <p>each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p>	<p>C5.1 This Condition applies to all <u>The provisions of this Condition apply as follows:</u></p> <p><u>(a) Conditions C5.2 to C5.10 and C5.13 to C5.18 apply to</u> providers of Public Electronic Communications Services; <u>and</u></p> <p><u>(b) [INTENTIONALLY LEFT BLANK]</u></p> <p>Each of <u>person to</u> whom <u>a provision applies</u> is a 'Regulated Provider' for the purposes of this Condition <u>that provision</u>.</p>
<p>C5.2 – C5.5</p>	<p>C5.2 – C5.5</p>	<p>No changes</p>
<p>C5.6 Regulated Providers must take the measures needed to meet the needs of End-Users with disabilities set out in Conditions C5.7 – C5.13 and take all reasonable steps to ensure that</p>	<p>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</p>	<p>C5.6 Regulated Providers must take the measures needed to meet the needs of End-Users with disabilities set out in Conditions C5.7 – C5.13 <u>to C5.16</u> and take all reasonable steps to</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>such measures are widely publicised, taking into consideration the need to disseminate information in appropriate formats through appropriate channels for End-Users with disabilities.⁶</p>	<p>such measures are widely publicised, taking into consideration the need to disseminate information in appropriate formats through appropriate channels for End-Users with disabilities.⁷</p>	<p>ensure that such measures are widely publicised, taking into consideration the need to disseminate information in appropriate formats through appropriate channels for End-Users with disabilities.⁸</p>
<p>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</p>	<p>C5.7 Regulated Providers must ensure that any End-User of the Number-based Interpersonal Communications 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</p>	<p>C5.7 Regulated Providers must ensure that any End-User of the Publicly Available Telephone Services Number-based Interpersonal Communications 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</p>

⁶ See [Ofcom's guidance to publicising services available to disabled people](#)

⁷ See [Ofcom's guidance to publicising services available to disabled people](#)

⁸ See [Ofcom's guidance to publicising services available to disabled people](#)

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>are capable of connecting such an End-User to a requested Telephone Number at the request of that End-User.</p>	<p>Facilities are capable of connecting such an End-User to a requested Telephone Number at the request of that End-User.</p>	<p>such Directory Enquiry Facilities are capable of connecting such an End-User to a requested Telephone Number at the request of that End-User.</p>
<p>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.</p>	<p>C5.8 Regulated Providers must ensure that any End-User of the Voice Communications 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.</p>	<p>C5.8 Regulated Providers must ensure that any End-User of the Publicly Available Telephone Services Voice Communications 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.</p>
<p>C5.9</p>	<p>C5.9</p>	<p>No changes</p>
<p>C5.10</p>	<p>C5.10</p>	<p>No changes</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
N/A	C5.11 [INTENTIONALLY LEFT BLANK] C5.12 [INTENTIONALLY LEFT BLANK]	New placeholder for proposed emergency video relay conditions.
C5.11	C5.13	No changes other than renumbering
C5.12	C5.14	No changes other than renumbering
<p>C5.13 Regulated Providers must make available, free of charge, and in a format reasonably acceptable to any Subscriber who is blind or whose vision is impaired, upon their request:</p> <p>(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;</p>	<p>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:</p> <p>(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;</p>	<p>C5.15 Regulated Providers, <u>upon request,</u> must make available, free of charge, and in a format reasonably acceptable to any Subscriber who is blind or whose vision is impaired, <u>upon their request requires it</u> <u>because of their disabilities, all communications with them in a reasonably acceptable format,</u> <u>including the following information:</u></p> <p>(a) any contract (or any subsequent variation) with that Subscriber for the provision of Public Electronic Communications Services, including any publicly available</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>(b) any End-of-Contract Notification;</p> <p>(c) any Annual Best Tariff Notification; and</p> <p>(d) any Bill rendered or made available in respect of those services.</p> <p>An acceptable format would, for these purposes, consist of print large enough for such Subscriber to read, Braille or an electronic format appropriate to the reasonable needs of the Subscriber.</p>	<p>(b) any End-of-Contract Notification;</p> <p>(c) any Annual Best Tariff Notification;</p> <p>(d) any Bill rendered or made available in respect of those services; and</p> <p>(e) any other communications (other than marketing communications) which relate to their services.</p> <p>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.</p>	<p>terms or conditions referred to in that contract or variation;</p> <p>(b) any End-of-Contract Notification;</p> <p>(c) any Annual Best Tariff Notification; and</p> <p>(d) any Bill rendered or made available in respect of those services; <u>and</u></p> <p><u>(e) any other communications (other than marketing communications) which relate to their services.</u></p> <p>An acceptable format would, for these purposes, consist of <u>includes</u> <u>for example:</u> print large enough for such Subscriber to read, <u>print on coloured paper,</u> Braille or an electronic format appropriate to the reasonable needs of the Subscriber.</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
N/A	C5.16 [INTENTIONALLY LEFT BLANK]	New placeholder pending coming into force of new C5.16
C5.14	C5.17	No changes other than renumbering
C5.15	C5.18	No changes other than renumbering
Changes to General Condition C6		
<p>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.</p>	<p>C6.1 This Condition applies to all providers of Number-based Interpersonal Communications Services and Public Electronic Communications Networks over which Number-based Interpersonal Communications Services are provided, each of whom is a 'Regulated Provider' for the purposes of this Condition.</p>	<p>C6.1 This Condition applies to all providers of Publicly Available Telephone Services <u>Number-based Interpersonal Communications Services</u> and Public Electronic Communications Networks over which Publicly Available Telephone Services <u>Number-based Interpersonal Communications Services</u> are provided, each of whom is a 'Regulated Provider' for the purposes of this Condition.</p>
Changes to General Condition C7		
<p>C7.4 The Regulated Provider that is the Gaining Provider must take all</p>	<p>C7.4 The Regulated Provider that is the Gaining Provider must take all</p>	<p>C7.4 The Regulated Provider that is the Gaining Provider must take all</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>reasonable steps to ensure that before entering into a contract for the provision of Relevant Communications Services, the Switching Customer who is requesting a Communications Provider Migration: ...</p> <p>(c) is provided with the information set out below ...</p> <p>(ii) ... as accurately as possible, the likely date of provision of the service and any Fixed Commitment Period.</p>	<p>reasonable steps to ensure that before entering into a contract for the provision of Relevant Communications Services, the Switching Customer who is requesting a Communications Provider Migration: ...</p> <p>(c) is provided with the information set out below ...</p> <p>(ii) ... as accurately as possible, the likely date of provision of the service and any Commitment Period.</p>	<p>reasonable steps to ensure that before entering into a contract for the provision of Relevant Communications Services, the Switching Customer who is requesting a Communications Provider Migration: ...</p> <p>(c) is provided with the information set out below ...</p> <p>(ii) ... as accurately as possible, the likely date of provision of the service and any Fixed Commitment Period.</p>
Changes to General Condition C8		
<p>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</p>	<p>C8.1 This Condition applies to any Communications Provider which provides a Mobile Communications Service to Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, including any SMS service</p>	<p>C8.1 This Condition applies to any Communications Provider which provides a Mobile Communications Service to Domestic and Small Business Customers <u>Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit</u></p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>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:</p> <p>(a) each of these Communications Providers is a 'Regulated Provider';</p> <p>(b) any such Mobile Communications Services are 'Relevant Mobile Services'; and</p> <p>(c) any such Domestic and Small Business Customers are 'Relevant Customers'.</p>	<p>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:</p> <p>(a) each of these Communications Providers is a 'Regulated Provider';</p> <p>(b) any such Mobile Communications Services are 'Relevant Mobile Services'; and</p> <p>(c) any such Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers are 'Relevant Customers'.</p>	<p><u>Customers</u>, 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:</p> <p>(a) each of these Communications Providers is a 'Regulated Provider';</p> <p>(b) any such Mobile Communications Services are 'Relevant Mobile Services'; and</p> <p>(c) any such Domestic and Small Business Customers <u>Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers</u> are 'Relevant Customers'.</p>
<p>C8.5 Regulated Providers must use reasonable endeavours to ensure</p>	<p>C8.5 Regulated Providers must use reasonable endeavours to ensure</p>	<p>C8.5 Regulated Providers must use reasonable endeavours to ensure</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>that before entering into or amending a contract for a Relevant Mobile Service, a Relevant Customer:</p> <p>(a) is authorised to do so;</p> <p>(b) intends to enter into this contract; and</p> <p>(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:</p> <p>(i) the identity of the legal entity the Relevant Customer is contracting</p>	<p>that before entering into or amending a contract for a Relevant Mobile Service, a Relevant Customer:</p> <p>(a) is authorised to do so;</p> <p>(b) intends to enter into this contract; and</p> <p>(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:</p> <p>(i) the identity of the legal entity the Relevant Customer is contracting</p>	<p>that before entering into or amending a contract for a Relevant Mobile Service, a Relevant Customer:</p> <p>(a) is authorised to do so;</p> <p>(b) intends to enter into this contract; and</p> <p>(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:</p> <p>(i) the identity of the legal entity the Relevant Customer is contracting with; its address and</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>with; its address and telephone, fax and/or e-mail contact details; and</p> <p>(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</p>	<p>with; its address and telephone, fax and/or e-mail contact details; and</p> <p>(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 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</p>	<p>telephone, fax and/or e-mail contact details; and</p> <p>(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</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
Changes to Definitions		
'Alternative Dispute Resolution (ADR) Scheme' means any dispute procedures	'Alternative Dispute Resolution (ADR) Scheme' means any dispute procedures	'Alternative Dispute Resolution (ADR) Scheme' means any dispute procedures

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
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 ;	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 Customers who are Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers ;	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 <u>Customers</u> <u>who are Consumers, Microenterprise or Small Enterprise Customers</u> or <u>Not-For-Profit Customers</u> ;
' 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 C1.18 ;	' 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 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 C1.18 <u>C1.33</u> ;
N/A	' Bundle ' means a contract, or two or more closely related or linked contracts, between the provider of a Public Electronic Communications Service and an End-User , which:	New definition

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>(a) relates, or together relate, to the provision of at least one of the following:</p> <ul style="list-style-type: none"> (i) an Internet Access Service; or (ii) a Number-based Interpersonal Communications Service; and <p>(b) also relates, or together also relate, to the provision of at least one of the following:</p> <ul style="list-style-type: none"> (i) another service falling within paragraph (a)(i) or (ii); (ii) any other Public Electronic Communications Service; (iii) an Information Society Service; (iv) a Content Service; and/or (v) Terminal Equipment; 	
<p>'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</p>	<p>'Carrier Pre-Selection' or 'CPS' means a facility which allows a Customer of a Voice Communications Service to select a provider designated in advance to apply on every</p>	<p>'Carrier Pre-Selection' or 'CPS' means a facility which allows a Customer of a Publicly Available Telephone Service Voice Communications Service to select a provider</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
every occasion where no other providers have been pre-selected for the use of a Telephone Number ;	occasion where no other providers have been pre-selected for the use of a Telephone Number ;	designated in advance to apply on every occasion where no other providers have been pre-selected for the use of a Telephone Number;
N/A	<p>‘Comparison Tool’ in Condition C2.19 means a tool that enables Consumers to compare and evaluate different Internet Access Services and Number-based Interpersonal Communications Services with regard to:</p> <ul style="list-style-type: none"> (a) prices and tariffs of services provided against recurring or consumption-based direct monetary payments; and (b) minimum quality of service where offered, or the Regulated Provider is required to publish such information; 	New definition

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>‘Complainant’ means a Domestic or Small Business Customer who makes a Complaint to a Communications Provider;</p>	<p>‘Complainant’ means a Customer who is a Consumer, Microenterprise or Small Enterprise Customer or Not-For-Profit Customer and who makes a Complaint to a Communications Provider;</p>	<p>‘Complainant’ means a Domestic or Small Business Customer <u>Customer who is a Consumer, Microenterprise or Small Enterprise Customer or Not-For-Profit Customer</u> and who makes a Complaint to a Communications Provider;</p>
<p>‘Complaint’ means:</p> <ul style="list-style-type: none"> (a) an expression of dissatisfaction made by a Domestic or Small Business Customer to a Communications Provider related to either: <ul style="list-style-type: none"> (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 	<p>‘Complaint’ means:</p> <ul style="list-style-type: none"> (a) an expression of dissatisfaction made by a Customer who is a Consumer, Microenterprise or Small Enterprise Customer or Not-For-Profit Customer to a Communications Provider related to either: <ul style="list-style-type: none"> (i) the Communications Provider’s provision of Public Electronic Communications Services to that Customer; (ii) the complaint-handling process itself; or 	<p>‘Complaint’ means:</p> <ul style="list-style-type: none"> (a) an expression of dissatisfaction made by a Domestic or Small Business Customer <u>Customer who is a Consumer, Microenterprise or Small Enterprise Customer or Not-For-Profit Customer</u> to a Communications Provider related to either: <ul style="list-style-type: none"> (i) the Communications Provider’s provision of Public Electronic Communications Services to that Domestic or Small Business Customer <u>Customer</u>;

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>(iii) the level of customer service experienced by the Domestic or Small Business Customer; and</p> <p>(b) where a response or resolution is explicitly or implicitly expected;</p>	<p>(iii) the level of customer service experienced by that Customer; and</p> <p>(b) where a response or resolution is explicitly or implicitly expected;</p>	<p>(ii) the complaint-handling process itself; or</p> <p>(iii) the level of customer service experienced by the Domestic or Small Business Customer <u>that Customer</u>; and</p> <p>(b) where a response or resolution is explicitly or implicitly expected;</p>
<p>‘Consumer’ means any natural person who uses or requests a Public Electronic Communications Service for purposes which are outside his or her trade, business or profession;</p>	<p>‘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;</p>	<p>‘Consumer’ means any natural person who uses or requests a Public Electronic Communications Service <u>or Bundle</u> for purposes which are outside his or her trade, business, <u>craft</u> or profession;</p>
<p>N/A</p>	<p>‘Content Service’ means so much of any service as consists in one or both of the following:</p> <p>(a) the provision of material with a view to its being comprised in Signals conveyed by means of an Electronic Communications Network;</p>	<p>New definition</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	(b) the exercise of editorial control over the content of Signals conveyed by means of such a network;	
<p>'Fixed Commitment Period' means a period beginning on the date that contract terms agreed by a Communications Provider and a Subscriber take effect and ending on a date specified in that contract, and during which the Subscriber is required to pay for services and facilities provided under the contract and the Communications Provider is bound to provide them and in respect of which the Subscriber may be required to pay a charge to terminate the contract;</p>	<p>'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;</p>	<p>'Fixed Commitment Period' means a period beginning on the date that contract terms agreed by a Communications Provider and a Subscriber take effect and ending on a date specified in that contract, and during which the Subscriber is required to pay for services, <u>and facilities and/or Terminal Equipment</u> provided under the contract and the Communications Provider is bound to provide them and in respect of which the Subscriber may be required to pay a charge to terminate the contract;</p>
<p>'Customer', in relation to a Communications Provider, means the following (including any of them whose use or potential use of the network or service is for the purposes of, or in connection with, a business):</p>	<p>'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):</p>	<p>'Customer', in relation to a Communications Provider, means the following (including any of them whose use or potential use of the network, or service <u>or Bundle</u> is for the purposes of, or in connection with, a business):</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>(a) the persons to whom the network or service is provided in the course of any business carried on as such by the Communications Provider;</p> <p>(b) the persons to whom the Communications Provider is seeking to secure that the network or service is so provided;</p> <p>(c) the persons who wish to be so provided with the network or service, or who are likely to seek to become persons to whom the network or service is so provided;</p>	<p>(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;</p> <p>(b) the persons to whom the Communications Provider is seeking to secure that the network, service or Bundle is so provided;</p> <p>(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 or Bundle is so provided;</p>	<p>(a) the persons to whom the network, or service <u>or Bundle</u> is provided in the course of any business carried on as such by the Communications Provider;</p> <p>(b) the persons to whom the Communications Provider is seeking to secure that the network, or service <u>or Bundle</u> is so provided;</p> <p>(c) the persons who wish to be so provided with the network, or service, <u>or Bundle</u> or who are likely to seek to become persons to whom the network, or service <u>or Bundle</u> is so provided;</p>
<p>‘Customer Complaints Code’ means a code of practice containing relevant information about how Complaints from Domestic and Small Business Customers are handled and</p>	<p>‘Customer Complaints Code’ means a code of practice containing relevant information about how Complaints from Customers who are Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit</p>	<p>‘Customer Complaints Code’ means a code of practice containing relevant information about how Complaints from Domestic and Small Business Customers <u>Customers who are Consumers, Microenterprise or Small</u></p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
how, and when, Complainants can take their unresolved Complaints to an ADR Scheme ;	Customers are handled and how, and when, Complainants can take their unresolved Complaints to an ADR Scheme ;	<u>Enterprise Customers or Not-For-Profit Customers</u> are handled and how, and when, Complainants can take their unresolved Complaints to an ADR Scheme;
' 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 ' means a printed document containing Directory Information on Subscribers of Number-based Interpersonal Communications Services in the United Kingdom which is made available to members of the public;	'Directory' means a printed document containing Directory Information on Subscribers of Publicly Available Telephone Services <u>Number-based Interpersonal Communications Services</u> in the United Kingdom which is made available to members of the public;
' Directory Information ' means, in the case of a Directory , the name and address of the Subscriber and the Telephone Number assigned to the Subscriber for their use of Publicly Available Telephone Services and, in the case of a Directory Enquiry Facility , shall be either such a Telephone Number of the Subscriber or information that such a	' 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 Number-based Interpersonal Communications 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	'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 <u>Number-based Interpersonal Communications Services</u> and, in the case of a Directory Enquiry Facility, shall be either such a Telephone Number of the Subscriber

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Telephone Number of the Subscriber may not be supplied;	Number of the Subscriber may not be supplied;	or information that such a Telephone Number of the Subscriber may not be supplied;
'Early Termination Charge' means any charge payable by a Subscriber for the termination of a contract before the end of a Fixed Commitment Period ;	'Early Termination Charge' means a charge that may be payable by the Subscriber for terminating a contract before the end of the Commitment Period ;	'Early Termination Charge' means any a charge <u>that may be</u> payable by a <u>the</u> Subscriber for the termination of <u>terminating</u> a contract before the end of a the <u>Fixed</u> Commitment Period;
N/A	'EECC Directive' means Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code ⁹ ;	New definition
'Electronic Communications Service' means a service consisting in, or having as its principal feature, the conveyance by means of an Electronic Communications Network	'Electronic Communications Service' means any of the following types of service provided by means of an Electronic	'Electronic Communications Service' means a <u>any of the following types of</u> service consisting in, or having as its principal feature, the conveyance <u>provided</u> by means

⁹ See [Directive \(EU\) 2018/1972](#)

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
of signals, except in so far as it is a content service;	<p>Communications Network, except so far as it is a Content Service:</p> <ul style="list-style-type: none"> (a) an Internet Access Service; (b) a Number-based Interpersonal Communications Service; and (c) any other service consisting in, or having as its principal feature, the conveyance of Signals, such as a Machine-to-Machine Transmission Service or a transmission service used for broadcasting; 	<p>of an Electronic Communications Network of signals, except in so far as it is a content service; <u>Content Service</u>:</p> <ul style="list-style-type: none"> (a) <u>an Internet Access Service</u>; (b) <u>a Number-based Interpersonal Communications Service</u>; and (c) <u>any other service consisting in, or having as its principal feature, the conveyance of Signals, such as a Machine-to-Machine Transmission Service or a transmission service used for broadcasting</u>;
<p>'End-of-Contract Notification' means a communication sent by a Regulated Provider to their Subscriber that comprises the information described in Condition C1.11 (if the Subscriber is a Consumer) or Condition C1.12 (if the Subscriber is not a Consumer);</p>	<p>'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);</p>	<p>'End-of-Contract Notification' means a communication sent by a Regulated Provider to their Subscriber that comprises the information described in Condition C1.11 <u>C1.24</u> (if the Subscriber is a Consumer) or Condition C1.12 <u>C1.25</u> (if the Subscriber is not a Consumer);</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>'End-User', in relation to a Public Electronic Communications Service, means:</p> <p>(a) a person who, otherwise than as a Communications Provider, is a Customer of the provider of that service;</p> <p>(b) a person who makes use of the service otherwise than as a Communications Provider; or</p> <p>(c) a person who may be authorised, by a person falling within paragraph (a), so to make use of the service;</p>	<p>'End-User', in relation to a Public Electronic Communications Service or Bundle, means:</p> <p>(a) a person who, otherwise than as a Communications Provider, is a Customer of the provider of that service or Bundle;</p> <p>(b) a person who makes use of the service or Bundle otherwise than as a Communications Provider; or</p> <p>(c) a person who may be authorised, by a person falling within paragraph (a), so to make use of the service or Bundle;</p>	<p>'End-User', in relation to a Public Electronic Communications Service <u>or Bundle</u>, means:</p> <p>(a) a person who, otherwise than as a Communications Provider, is a Customer of the provider of that service <u>or Bundle</u>;</p> <p>(b) a person who makes use of the service <u>or Bundle</u> otherwise than as a Communications Provider; or</p> <p>(c) a person who may be authorised, by a person falling within paragraph (a), so to make use of the service <u>or Bundle</u>;</p>
<p>'Express Consent' means the express agreement of a Customer to contract with a Communications Provider in relation to each Fixed Commitment Period, where the Communications Provider has obtained such consent separately for each Fixed Commitment Period in a manner which has</p>	<p>'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</p>	<p>'Express Consent' means the express agreement of a Customer to contract with a Communications Provider in relation to each Fixed Commitment Period, <u>or to transfer their Public Electronic Communications Service(s) or port their Telephone Number(s)</u>, where the Communications Provider has obtained such consent</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
enabled the Customer to make an informed choice;	manner which has enabled the Customer to make an informed choice;	separately for each Fixed Commitment Period in a manner which has enabled the Customer to make an informed choice;
N/A	'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 ;	New definition
N/A	'Information Society Service' is to be read in accordance with Article 1(1)(b) of Directive (EU) 2015/1535 of the European Parliament and of the Council of 9 September 2015 laying down a procedure for the provision of information in the field of technical	New definition

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	regulations and of rules on Information Society services (codification) ¹⁰ ;	
N/A	<p>‘Instalment Contract for a Physical Connection’ means a contract in which a Consumer, Microenterprise or 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;</p>	New definition
N/A	<p>‘Internet Access Service’ means a service made available to the public that provides</p>	New definition

¹⁰ See [Directive \(EU\) 2015/1535 of the European Parliament and of the Council of 9 September 2015 laying down a procedure for the provision of information in the field of technical regulations and of rules on Information Society services \(codification\)](#). Article 1(1)(b) of the Directive explains that an information society service is any service normally provided for remuneration, at a distance, by electronic means and at the individual request of a recipient of services. For the purposes of this definition: (i) ‘at a distance’ means that the service is provided without the parties being simultaneously present; (ii) ‘by electronic means’ means that the service is sent initially and received at its destination by means of electronic equipment for the processing (including digital compression) and storage of data, and entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means; (iii) ‘at the individual request of a recipient of services’ means that the service is provided through the transmission of data on individual request. An indicative list of services not covered by that definition is set out at Annex I to the Directive.

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	access to the internet, and thereby connectivity to virtually all end points of the internet, irrespective of the network technology and terminal equipment used;	
N/A	‘Interpersonal Communications Service’ means a service which enables direct interpersonal and interactive exchange of information by means of Electronic Communications Networks between a finite number of persons, where the persons initiating or participating in the communication determine its recipient;	New definition
N/A	‘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;	New definition
N/A	‘Microenterprise or Small Enterprise Customer’ , in relation to a Communications Provider which provides services to the	New definition

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	public, means a Customer of that provider acting in the course of a business which is carried on by that Customer , and for which not more than 10 individuals work (whether as employees or volunteers or otherwise), but who is not himself a Communications Provider ;	
N/A	' 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 ;	New definition
' Mobile Service Retailer ' means any person who sells or markets a Mobile Communications Service directly to a Domestic or Small Business Customer ;	' Mobile Service Retailer ' means any person who sells or markets a Mobile Communications Service directly to a Consumer, Microenterprise or Small Enterprise Customer or Not-For-Profit Customer ;	'Mobile Service Retailer' means any person who sells or markets a Mobile Communications Service directly to a Domestic or Small Business Customer <u>Consumer, Microenterprise or Small</u>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
		<u>Enterprise Customer or Not-For-Profit Customer;</u>
<p>'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;</p>	<p>'Network Termination Point' means the physical point at which an End-User 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 an End-User. A Network Termination Point provided at a fixed position on Served Premises shall be within an item of Network Termination and Testing Apparatus;</p>	<p>'Network Termination Point' means the physical point at which a Subscriber <u>an End-User</u> 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 <u>an End-User</u>. A Network Termination Point provided at a fixed position on Served Premises shall be within an item of Network Termination and Testing Apparatus;</p>
N/A	<p>'Not-For-Profit Customer', in relation to a Communications Provider which provides services to the public, means a Customer of that provider, which is a body for which no more than 10 individuals work (whether as employees or otherwise but excluding</p>	New definition

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	<p>volunteers) and which, by virtue of its constitution or any enactment:</p> <p>(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</p> <p>(b) is prohibited from directly or indirectly distributing among its members any part of its assets (otherwise than for charitable or public purposes);</p>	
N/A	<p>‘Number-based Interpersonal Communications Service’ means an Interpersonal Communications Service made available to the public which:</p> <p>(a) connects with publicly assigned numbering resources, namely, a number or numbers in a national or international numbering plan; or</p>	New definition

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	(b) enables communication with a number or numbers in a national or international numbering plan;	
<p>‘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;</p>	Removed	N/A
<p>‘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;</p>	Removed	N/A
<p>‘Relay Service’ means any service which:</p> <p>(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</p>	<p>‘Relay Service’ means any service which:</p> <p>(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 Voice</p>	<p>‘Relay Service’ means any service which:</p> <p>(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</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>any provider of Publicly Available Telephone Services and vice versa;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p>	<p>Communications Services and vice versa;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p>	<p>Telephone Services <u>Voice Communications Services</u> and vice versa;</p> <p>(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;</p> <p>(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;</p> <p>(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</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>(e) insofar as reasonably practicable, allows for communication between End-Users of the service at speeds equivalent to voice communications;</p> <p>(f) provides call progress voice announcements in a suitable form;</p> <p>(g) provides facilities for access to Emergency Organisations; and</p> <p>(h) provides access to operator assistance services and a Directory Enquiry Facility using short code numbers;</p>	<p>(e) insofar as reasonably practicable, allows for communication between End-Users of the service at speeds equivalent to voice communications;</p> <p>(f) provides call progress voice announcements in a suitable form;</p> <p>(g) provides facilities for access to Emergency Organisations; and</p> <p>(h) provides access to operator assistance services and a Directory Enquiry Facility using short code numbers;</p>	<p>the calling party needing to dial a prefix;</p> <p>(e) insofar as reasonably practicable, allows for communication between End-Users of the service at speeds equivalent to voice communications;</p> <p>(f) provides call progress voice announcements in a suitable form;</p> <p>(g) provides facilities for access to Emergency Organisations; and</p> <p>(h) provides access to operator assistance services and a Directory Enquiry Facility using short code numbers;</p>
<p>‘Relevant Data Protection Legislation’ means the Data Protection Act 1998 and the</p>	<p>‘Relevant Data Protection Legislation’ means the General Data Protection Regulation (EU) 2016/679¹¹, the Data</p>	<p>‘Relevant Data Protection Legislation’ means the Data Protection Act 1998 <u>the General Data Protection Regulation (EU) 2016/679¹²</u>,</p>

¹¹ [Regulation \(EU\) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/45/EC \(General Data Protection Regulation\)](#)

¹² [Regulation \(EU\) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/45/EC \(General Data Protection Regulation\)](#)

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Privacy and Electronic Communications (EC Directive) Regulations 2003;	Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;	<u>the Data Protection Act 2018</u> 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;	' Relevant Turnover ' means annual turnover attributable to the provision (including any wholesale provision) of Voice Communications Services and/or Internet Access Services after the deduction of sales rebates, value added tax and other taxes directly related to turnover;	'Relevant Turnover' means annual turnover attributable to the provision (including any wholesale provision) of Publicly Available Telephone Services <u>Voice Communications Services</u> and/or Publicly Available Internet Access Services <u>Internet Access Services</u> after the deduction of sales rebates, value added tax and other taxes directly related to turnover;
N/A	' 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 ;	New definition
' Small Business Customer ', in relation to a Communications Provider which provides	Removed	N/A

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<p>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;</p>		
<p>'Subscriber' means any End-User who is party to a contract with a provider of Public Electronic Communications Services for the supply of such services;</p>	<p>'Subscriber' means any End-User who is party to a contract with a provider of Public Electronic Communications Services or Bundles for the supply of such services or such a Bundle;</p>	<p>'Subscriber' means any End-User who is party to a contract with a provider of Public Electronic Communications Services <u>or</u> <u>Bundles</u> for the supply of such services <u>or</u> <u>such a Bundle</u>;</p>
<p>N/A</p>	<p>'Terminal Equipment' means:</p> <p>(a) equipment directly or indirectly connected to the interface of a Public Electronic Communications Network to send, process or receive information, with the direct or indirect connection being made by a wire or optical fibre or electromagnetically; or</p>	<p>New definition</p>

Existing General Condition	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	(b) equipment which is capable of being used for the transmission or reception, or both, of radio communication signals by means of satellites or other space-based systems;	
N/A	‘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;	New definition

SCHEDULE 3

The following changes will take effect on 17 June 2022.

PART A

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
Changes to General Condition C1		
<p>C1.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C1.3 and C1.14 to C1.17 apply to providers of Public Electronic Communications Networks and/or Public Electronic Communications Services;</p> <p>(b) Conditions C1.8 to C1.11 apply to providers of Public Electronic Communications Services when they provide these services to the following:</p> <p>(i) in relation to Conditions C1.8 and C1.11, Consumers and/or</p>	<p>C1.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C1.3 to C1.7 apply to providers of Public Electronic Communications Services as specified in the Annex to this Condition, when they provide such services to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</p>	<p>C1.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C1.3 and C1.14 to C1.17 C1.3 to C1.7 apply to providers of Public Electronic Communications Networks and/or Public Electronic Communications Services as specified in the Annex to this Condition, when they provide such services to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless</p>

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless such Microenterprise or Small Enterprise Customers or Not-For-Profit Customers have expressly agreed otherwise;</p> <p>(ii) in relation to Condition C1.9, Consumers; and</p> <p>(iii) in relation to Condition C1.10, Consumers, Microenterprise or Small Enterprise Customers and Not-For-Profit Customers;</p> <p>but they do not apply to such providers when they provide Machine-to-Machine Transmission Services;</p> <p>(c) Condition C1.12 applies to providers of Internet Access Services and/or Number-based</p>	<p>but they do not apply to such providers when they provide Machine-to-Machine Transmission Services;</p> <p>(b) Conditions C1.8 to C1.11 apply to providers of Public Electronic Communications Services when they provide these services to the following:</p> <p>(i) in relation to Conditions C1.8 and C1.11, Consumers and/or Microenterprise or Small Enterprise Customers or Not-For-Profit Customers unless such Microenterprise or Small Enterprise Customers or Not-For-Profit Customers have expressly agreed otherwise;</p> <p>(ii) in relation to Condition C1.9, Consumers; and</p>	<p><u>they have expressly agreed otherwise;</u></p> <p><u>but they do not apply to such providers when they provide Machine-to-Machine Transmission Services;</u></p> <p>(b) Conditions C1.8 to C1.11 apply to providers of Public Electronic Communications Services when they provide these services to the following:</p> <p>(i) in relation to Conditions C1.8 and C1.11, Consumers and/or Microenterprise or Small Enterprise Customers or Not-For-Profit Customers; unless such Microenterprise or Small Enterprise Customers or Not-For-Profit Customers have expressly agreed otherwise;</p>

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>Interpersonal Communications Services when they provide these services to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</p> <p>(d) 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 Machine-to-Machine Transmission Services;</p> <p>(e) Conditions C1.8, C1.11 and C1.12 also apply to providers of Bundles when they provide Bundles to:</p> <p>(i) Consumers; and/or</p>	<p>(iii) in relation to Condition C1.10, Consumers, Microenterprise or Small Enterprise Customers and Not-For-Profit Customers;</p> <p>but they do not apply to such providers when they provide Machine-to-Machine Transmission Services;</p> <p>(c) Condition C1.12 applies to providers of Internet Access Services and/or Number-based Interpersonal Communications Services when they provide these services to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless</p>	<p>(ii) in relation to Condition C1.9, Consumers; and</p> <p>(iii) in relation to Condition C1.10, Consumers, Microenterprise or Small Enterprise Customers and Not-For-Profit Customers;</p> <p>but they do not apply to such providers when they provide Machine-to-Machine Transmission Services;</p> <p>(c) Condition C1.12 applies to providers of Internet Access Services and/or Number-based Interpersonal Communications Services when they provide these services to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise or Small Enterprise Customers or Not-</p>

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</p> <p>(f) insofar as Conditions C1.21 to C1.36 expressly refer to Bundles, these Conditions apply to providers of Bundles to the extent stated in the relevant Condition when they provide Bundles to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise.</p>	<p>they have expressly agreed otherwise;</p> <p>(d) Conditions C1.14 to C1.20:</p> <p>(i) apply to providers of Public Electronic Communications Services when they provide these services to Subscribers; but</p> <p>(ii) they only apply to providers of Machine-to-Machine Transmission Services in so far as the Subscriber concerned is a Consumer, Microenterprise or Small Enterprise Customer or Not-For-Profit Customer;</p> <p>(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</p>	<p>For-Profit Customers, unless they have expressly agreed otherwise;</p> <p>(d) Conditions C1.14 to C1.20:</p> <p>(i) apply to providers of Public Electronic Communications Services when they provide these services to Subscribers; but</p> <p>(ii) they only apply to providers of Machine-to-Machine Transmission Services in so far as the Subscriber concerned is a Consumer, Microenterprise or Small Enterprise Customer or Not-For-Profit Customer;</p> <p>(e) Conditions C1.13 and C1.21 to C1.36 apply to providers of Public Electronic Communications Services, when they provide these</p>

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
	<p>when they provide Machine-to-Machine Transmission Services;</p> <p>(f) Conditions C1.5, C1.6, C1.7 (insofar as it applies to Contract Summaries) and C1.8 to C1.20 (except for Conditions C1.9, C1.10 and C1.13) also apply to providers of Bundles when they provide Bundles to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</p> <p>(g) insofar as Conditions C1.21 to C1.36 expressly refer to Bundles, these Conditions apply to providers of Bundles to the extent</p>	<p>services to Subscribers, except when they provide Machine-to-Machine Transmission Services;</p> <p>(f) Conditions C1.8, C1.11 and C1.12 C1.5, C1.6, C1.7 (insofar as it applies to Contract Summaries) and C1.8 to C1.20 (except for Conditions C1.9, C1.10 and C1.13) also apply to providers of Bundles when they provide Bundles to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</p> <p>(g) insofar as Conditions C1.21 to C1.36 expressly refer to Bundles, these Conditions apply to providers of Bundles to the extent</p>

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
	<p>stated in the relevant Condition when they provide Bundles to:</p> <ul style="list-style-type: none"> (i) Consumers; and/or (ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise. 	<p>stated in the relevant Condition when they provide Bundles to:</p> <ul style="list-style-type: none"> (i) Consumers; and/or (ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise.
C1.2	C1.2	No changes
<p>C1.3 Regulated Providers, when offering to provide, or providing, connection to a Public Electronic Communications Network and/or Public Electronic Communications Services to a Consumer or other End-User on request, must offer to enter into a contract or vary an existing contract with that Consumer, or other End-User, which specifies at least the following minimum</p>	Removed	N/A

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>requirements in a clear, comprehensive and easily accessible form:</p> <ul style="list-style-type: none"> (a) the name and registered address of the Regulated Provider; (b) a description of the services provided, including in particular whether or not access to Emergency Organisations and Caller Location Information is being provided, and any limitations on the provision of access to Emergency Organisations; (c) information on any other conditions limiting access to and/or use of services and applications (where such conditions are permitted under national law); 		

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>(d) details of the minimum service quality levels offered, including the time for initial connection and any other quality of service parameters as directed by Ofcom;</p> <p>(e) information on any procedures put in place by the Regulated Provider to measure and shape traffic so as to avoid filling or overfilling a network link, and information on how those procedures could impact on service quality;</p> <p>(f) the types of maintenance services and Customer support services offered, as well as the means of contacting these services;</p>		

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>(g) any restrictions imposed by the provider on the use of terminal equipment supplied;</p> <p>(h) the Subscriber's options as to whether or not to include his or her personal data in a directory, and the data concerned;</p> <p>(i) details of prices and tariffs, indicating the services provided and the content of each tariff element (with regard to charges for access, usage and/or maintenance), including details of any standard discounts applied, any special and targeted tariff schemes and any additional charges, the means by which up-to-date information on all applicable tariffs and</p>		

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p style="padding-left: 40px;">maintenance charges may be obtained;</p> <p>(j) payment methods offered and any difference in costs due to payment method;</p> <p>(k) the duration of the contract, and the conditions for renewal and termination of services and of the contract, including:</p> <p style="padding-left: 40px;">(i) any minimum usage or duration required to benefit from promotional terms;</p> <p style="padding-left: 40px;">(ii) any charges related to Portability of numbers and other identifiers; and</p> <p style="padding-left: 40px;">(iii) any charges due on termination of the contract, including any</p>		

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>cost recovery with respect to terminal equipment;</p> <p>(l) any applicable compensation and/or refund arrangements which will apply if contracted quality service levels are not met;</p> <p>(m) the means of initiating procedures for the settlement of disputes in respect of the contract; and</p> <p>(n) the type of action that might be taken by the Regulated Provider in reaction to security or integrity incidents or threats and vulnerabilities.</p>		
N/A	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	New condition

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
	<p>Information set out in the Annex to Condition C1 to the extent that it relates to a service they provide.</p>	
N/A	<p>C1.4 The Contract Information referred to in Condition C1.3 shall be provided:</p> <p>(a) in a clear and comprehensible manner; and</p> <p>(b) on a Durable Medium.</p> <p>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.</p>	New condition

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
N/A	C1.5 Before entering into a contract, Regulated Providers shall provide the Relevant Customer , free of charge, with a Contract Summary .	New condition
N/A	C1.6 The contract shall only become effective once the Relevant Customer has given their Express Consent to enter into the contract after receiving the Contract Summary .	New condition
N/A	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.	New condition
C1.8	C1.8	No changes

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
C1.9	C1.9	No changes
C1.10	C1.10	No changes
C1.11	C1.11	No changes
C1.12	C1.12	No changes
C1.13	C1.13	No changes
<p>C1.14 Regulated Providers shall:</p> <ul style="list-style-type: none"> (a) give their Subscribers adequate notice not shorter than one month of any contractual modifications likely to be of material detriment to that Subscriber; (b) allow their Subscribers to withdraw from their contract without penalty upon such notice; and (c) at the same time as giving the notice in Condition C1.14(a), inform the Subscriber of its 	<p>C1.14 Regulated Providers shall:</p> <ul style="list-style-type: none"> (a) give their Relevant Customers adequate 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, 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 	<p>C1.14 Regulated Providers shall:</p> <ul style="list-style-type: none"> (a) give their Subscribers Relevant Customers adequate notice not shorter than one month of any contractual modifications likely to be of material detriment to that Subscriber relating to a Relevant Communications Service, or a Bundle or any elements thereof, that is provided by them, unless the proposed modification is exclusively to the benefit of that Relevant Customer, is of a purely administrative nature

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>ability to terminate the contract without penalty if the proposed modification is not acceptable to the Subscriber.</p>	<p>the Relevant Customer, or is directly imposed by law;</p> <p>(b) give their Relevant Customers the notice in Condition C1.14(a) in a clear and comprehensible manner on a Durable Medium.</p>	<p><u>and has no negative effect on the Relevant Customer, or is directly imposed by law;</u></p> <p>(b) give their Relevant Customers the notice in Condition C1.14(a) in a clear and comprehensible manner on a Durable Medium.</p> <p>(b) allow their Subscribers to withdraw from their contract without penalty upon such notice; and</p> <p>(c) at the same time as giving the notice in Condition C1.14(a), inform the Subscriber of its ability to terminate the contract without penalty if the proposed modification is not acceptable to the Subscriber.</p>
N/A	C1.15 At the same time as notifying a contractual modification pursuant to	New condition

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
	<p>Condition C1.14, Regulated Providers shall:</p> <p>(a) inform the Relevant Customer of their right to terminate their contract(s) in accordance with Condition C1.15(b), at no additional cost other than the charges set out in Condition C1.16, if the proposed modifications are not acceptable to them; and</p> <p>(b) allow the Relevant Customer to terminate the contract(s) subject to the contractual modification and to terminate any contract(s) forming part of a Bundle with that contract (those contracts), within one month after notification.</p>	
N/A	C1.16 Regulated Providers shall ensure that where a Relevant Customer exercises	New condition

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
	<p>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:</p> <p>(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</p> <p>(b) where the Relevant Customer exercises the right to terminate a Bundle which includes Terminal Equipment that the Relevant Customer chooses to retain:</p> <p>(i) where the Bundle consists of Linked Split Mobile Contracts, the principal amount due under the Mobile Device Loan Agreement; or</p>	

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
	<p>(ii) in all other cases, the smaller of:</p> <p>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</p> <p>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.</p>	
N/A	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	New condition

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
	shall not be required to pay any Early Termination Charges .	
N/A	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.	New condition
N/A	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 restriction on the use of that Terminal Equipment on the Electronic	New condition

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
	<p>Communications Network of another Communications Provider (including but not limited to 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.</p>	
N/A	<p>C1.20 Where a Relevant Customer exercises the right to terminate a contract or contracts pursuant to Condition C1.15, unless the Relevant Customer expressly agrees otherwise, the contract(s) shall be terminated:</p> <p>(a) on the day before the proposed modification comes into effect; or</p> <p>(b) if it is not feasible for the contract to be terminated in accordance with Condition C1.20(a), and provided that the relevant modification is not applied to the Relevant Customer, as soon as</p>	New condition

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
	reasonably possible after that date.	
C1.15 Without limiting the extent of Condition C1.14 , an increase in the Core Subscription Price payable at any point in the Commitment Period is a contractual modification likely to be of material detriment to a Consumer or Microenterprise or Small Enterprise Customer or Not-For-Profit Customer for the purposes of Condition C1.14(a) unless it falls within Condition C1.17 .	Removed	N/A
C1.16 For the purposes of Condition C1.15 , an increase in the Core Subscription Price includes: (a) any modification of any contractual term or condition providing for the Subscriber to pay the Regulated Provider	Removed	N/A

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>which results in an increase to the Core Subscription Price;</p> <p>(b) the exercise at the discretion of the Regulated Provider of any contractual term or condition which would have the effect of increasing the Core Subscription Price;</p> <p>(c) any reduction in the extent of the services the Regulated Provider is bound to provide in return for the Core Subscription Price; and/or</p> <p>(d) any failure by a Regulated Provider to pass on to the Subscriber an amount equal to any reduction in the rate of Value Added Tax or any other directly and specifically applicable taxation charge or regulatory levy imposed by</p>		

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>mandatory provisions laid down by Government or regulatory authorities, payment of which is compulsory.</p>		
<p>C1.17 The application of contract terms with the following effects does not fall within Condition C1.15:</p> <p>(a) the effect of binding the Subscriber to pay a different Core Subscription Price at different times during their Fixed Commitment Period, where those terms were sufficiently prominent and transparent that the Subscriber can be said, at the time they agreed the Core Subscription Price, to have agreed to the different amounts they would have to pay at different times; and</p>	<p>Removed</p>	<p>N/A</p>

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>(b) increases in the Core Subscription Price which are limited to the Regulated Provider passing on to the Subscriber an amount equal to any increase in the rate of Value Added Tax or any other directly and specifically applicable taxation charge or regulatory levy imposed by mandatory provisions laid down by Government or regulatory authorities, payment of which is compulsory.</p>		
C1.21	C1.21	No changes
C1.22	C1.22	No changes
C1.23	C1.23	No changes
C1.24	C1.24	No changes
C1.25	C1.25	No changes

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
C1.26	C1.26	No changes
C1.27	C1.27	No changes
C1.28	C1.28	No changes
C1.29	C1.29	No changes
C1.30	C1.30	No changes
C1.31	C1.31	No changes
C1.32	C1.32	No changes
C1.33	C1.33	No changes
C1.34	C1.34	No changes
C1.35	C1.35	No changes
C1.36	C1.36	No changes
N/A	Annex to Condition C1 – see Part B below	Whole Annex is new
Changes to General Condition C2		
C2.15 When a SME Customer enters into a contract of a kind offered by the Regulated Provider to SME Customers (whether exclusively or	C2.15 When a SME Customer enters into a contract of a kind offered by the Regulated Provider to SME Customers (whether exclusively or	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

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
<p>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) in respect of that contract. The Regulated Provider must provide the information referred to in this Condition in a Durable Medium that is separate and distinct from the SME Customer’s contract.</p>	<p>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), where applicable, as part of the Contract Information provided pursuant to Condition C1.3 and the Annex to Condition C1, or otherwise in a Durable Medium that is separate and distinct from the SME Customer’s contract.</p>	<p>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) in respect of that contract. where applicable, as part of the Contract Information provided pursuant to Condition C1.3 and the Annex to Condition C1, or otherwise The Regulated Provider must provide the information referred to in this Condition in a Durable Medium that is separate and distinct from the SME Customer’s contract.</p>

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
Changes to General Condition C5		
C5.16 [INTENTIONALLY LEFT BLANK]	<p>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.</p> <p>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.</p>	New condition
Changes to Definitions		

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
N/A	‘ Contract Information ’ means the information set out in the Annex to Condition C1 ;	New definition
N/A	‘ Contract Summary ’ means the information required and set out in accordance with the contract summary template specified by the European Commission under Commission Implementing Regulation (EU) 2019/2243 of 17 December 2019 establishing a template for the contract summary to be used by providers of publicly available electronic communications services pursuant to Directive (EU) 2018/1972; ¹³	New definition
N/A	‘ 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	New definition

¹³ See [Commission Implementing Regulation \(EU\) 2019/2243](#)

Existing General Condition (i.e. version in force from 17 December 2021 – see Schedule 2 above)	General Condition as revised	Marked up version showing changes (shown in bold highlighted and strikethrough text)
	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;	
N/A	‘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;	New definition
N/A	‘Specialised Service’ means a service other than an Internet Access Service which is optimised for specific content, applications or services, or a combination thereof;	New definition
N/A	‘Terminal Equipment Fee’ means a proportion of the Core Subscription Price which reflects the provision of Terminal Equipment included in a Bundle . It excludes any amount due under a Mobile Device Loan Agreement ;	New definition

PART B – ANNEX TO CONDITION C1

Annex 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
1. Identity and contact details of Regulated Provider or Trader	<ul style="list-style-type: none"> a) identity, such as its trading name; b) telephone number (where available); c) registered address; 	<ul style="list-style-type: none"> d) fax number (where available); e) e-mail address (where available); and f) geographical address of the place of business and where the Relevant Customer can address any complaints (if different to the registered address).
2. Description of services	<ul style="list-style-type: none"> a) the main characteristics of the service provided, including: <ul style="list-style-type: none"> (i) any minimum quality of service levels, including any Service Level Agreement, where offered; or (ii) where no minimum quality of service levels are offered, a statement to this effect; b) where applicable, the existence and conditions of after sale services and commercial guarantees. 	

<p>3. Price</p>	<p>a) the price of the service (including VAT), including:</p> <ul style="list-style-type: none"> (i) the Core Subscription Price; (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) where applicable, any activation charges; <p>If the Relevant Customer is not a Consumer, prices may be stated exclusive of VAT.</p>	<p>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;</p>
<p>4. Delivery of service</p>	<p>a) the arrangements for payment;</p> <p>b) the arrangements for the provision of the Relevant Communications Service(s), including, as accurately as possible, the likely date of provision of the service(s);</p>	
<p>5. Duration, renewal and termination of contract</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 Early Termination Charges and any applicable notice period that the Relevant Customer is required to provide in order to exit the contract;</p>	

	d) information on retaining any Terminal Equipment upon expiry of the Commitment Period , including any fees involved;	
6. Security	a) the type of action that might be taken by the Regulated Provider in response to security incidents, threats or vulnerabilities.	
7. Remedies, complaints handling and dispute resolution	<p>a) any compensation and refund arrangements, including;</p> <p>(i) where applicable, explicit reference to rights of Relevant Customers, including any compensation, such as any Service Level Guarantees, which apply if any offered minimum quality of service level, such as a Service Level Agreement, is not met;</p> <p>(ii) where applicable, explicit reference to rights of Relevant Customers, which apply if the Regulated Provider responds inadequately to a security incident, threat or vulnerability;</p> <p>b) [INTENTIONALLY LEFT BLANK]</p>	<p>c) the Regulated Provider's procedure for handling complaints and information about the existence of the ADR Scheme of which the Regulated Provider is a member and the method of having access to it; and</p> <p>d) the existence of the Ofcom Approved Complaints Code, and how copies of it can be obtained;</p>
8. Right to cancel		a) where a cooling off period applies, ¹⁴ the conditions, time limit and procedures for exercising that right, including,

¹⁴ See Regulation 32 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

		<p>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>
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Table B – Additional Information Requirements for Internet Access Services and Number-based Interpersonal Communications Services	
Type of information	Information required
<p>1. Service characteristics (as part of information in Table A, 2 a) above)</p>	<p>a) For Internet Access Services:</p> <p>Any minimum quality of service levels, including any Service Level Agreement, where offered, taking utmost account of the BEREC guidelines regarding:</p> <ul style="list-style-type: none"> • latency; • jitter; and • packet loss; <p>b) Information on how traffic management measures applied by the Regulated Provider could impact on the quality of the Internet Access Services, on the privacy of the Relevant Customer 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 Internet Access Services, and in particular on the use of content, applications and services;</p> <p>d) a clear and comprehensible explanation of how any Specialised Services to which the Relevant Customer subscribes might in practice have an impact on the Internet Access Services provided to them;</p> <p>e) a clear and comprehensible explanation of:</p> <ul style="list-style-type: none"> (i) for fixed networks: the minimum, normally available, maximum and advertised download and upload speed of the internet access services; (ii) for mobile networks, the estimated maximum and advertised download and upload speed of the internet access services; and (iii) 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)¹⁵; and <p>f) for Number-based Interpersonal Communications Services, where the Regulated Provider exerts control over at least some elements of the network or has a Service Level Agreement to that effect with undertakings providing access to the network regarding, at least:</p> <ul style="list-style-type: none"> • the time for the initial connection;
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¹⁵ [Regulation \(EU\) 2015/2120 of the European Parliament and of the Council of 25 November 2015 laying down measures concerning open internet access and amending Directive 2002/22/EC on universal service and users' rights relating to electronic communications networks and services and Regulation \(EU\) No 531/2012 on roaming on public mobile communications networks within the Union](#)

	<ul style="list-style-type: none"> • failure probability; and • call signalling delays.
2. Terminal equipment	a) any conditions, including fees, imposed by the Regulated Provider on the use of Terminal Equipment , such as any Handset Locking Restrictions .
3. Price (as part of Table A, 3)	<p>a) Where the Relevant Communications Service is provided as part of a Bundle, 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> <p>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;</p> <p>d) facilities to safeguard bill transparency and monitor the level of consumption;</p> <p>e) tariff information regarding any numbers or services subject to particular pricing conditions, including any applicable Access Charges;</p> <p>f) details and conditions, including fees, of any after-sales service, maintenance, and customer assistance; and</p>

	g) the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained.
4. Duration, renewal and termination of contract	a) Where the Relevant Communications Service is provided as part of a Bundle , the conditions of termination of the Bundle or of elements thereof.
5. Data protection	a) without prejudice to Relevant 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.
6. End-users with disabilities	a) details on products and services designed for End-Users with disabilities and how updates on this information can be obtained.
7. Remedies, complaints handling and dispute resolution	<p>a) the means of initiating procedures for the resolution of disputes including national and cross-border disputes in accordance with the ADR Scheme of which the Regulated Provider is a member and the method of having access to it; and</p> <p>b) a clear and comprehensible explanation of the remedies available to the Relevant Customer in accordance with national law in the event of any continuous or regularly recurring discrepancy between the actual performance of their Internet Access Service 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.</p>

Table C – Additional Information Requirements for Number-based Interpersonal Communications Services

Type of information	Information required
1. Accessibility	a) any constraints on access to Emergency Organisations or Caller Location Information due to a lack of technical feasibility insofar as the service allows Relevant Customers to originate calls to a number in a national or international numbering plan.
2. Data Protection	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 .

SCHEDULE 4

The following changes will take effect on 19 December 2022

PART A

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
Changes to Condition B3		
Scope		
<p>B3.1 This Condition applies to any person who provides:</p> <ul style="list-style-type: none"> (a) an Electronic Communications Network; or (b) an Electronic Communications Service to a Subscriber with a number or numbers from the National Telephone Numbering Plan. <p>B3.2 For the purposes of this Condition:</p>	<p>B3.1 This Condition applies to any person who provides:</p> <ul style="list-style-type: none"> (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 <p>and for the purposes of this Condition, any such person is a 'Regulated Provider'.</p>	<p>B3.1 This Condition applies to any person who provides:</p> <ul style="list-style-type: none"> (a) an Electronic Communications Network; or (b) an Electronic Communications Service to a Subscriber Customer with a number or numbers from the National Telephone Numbering Plan. <p>and for the purposes of this Condition, any such person referred to in Condition B3.1 is a 'Regulated Provider' ; and</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>(a) any such person referred to in Condition B3.1 is a 'Regulated Provider'; and</p> <p>(b) any such Subscriber referred to in Condition B3.1(b) is a 'Relevant Subscriber'.</p>		<p>any such Subscriber referred to in Condition B3.1(b) is a 'Relevant Subscriber'.</p>
B3.3 and B3.4	B3.3 and B3.4 removed and replaced with C7.3 and C7.6 (see below)	See changes to Condition C7 below
B3.5 The Recipient Provider shall request porting from the Donor Provider as soon as it is reasonably practicable after receiving the Relevant Subscriber Request to Port from its new Subscriber .	B3.5 removed – see C7.3 below	See changes to Condition C7 below
B3.6 The Regulated Provider shall, pursuant to a request from another Regulated Provider , provide Portability as soon as is reasonably practicable in relation to that request	B3.2 The Regulated Provider shall, pursuant to a request from another Regulated Provider , provide Portability as soon as is reasonably practicable and on	B3.2 The Regulated Provider shall, pursuant to a request from another Regulated Provider, provide Portability as soon as is reasonably practicable in relation to that request <u>and</u> on reasonable

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>on reasonable terms. Any charges for the provision of such Portability shall be made in accordance with the following principles:</p> <p>(a) subject always to the requirement of reasonableness, charges shall be cost oriented and based on the incremental costs of providing Portability unless:</p> <p>(i) the Donor Provider and the Recipient Provider have agreed another basis for the charges, or</p> <p>(ii) Ofcom has directed that another basis for charges should be used;</p> <p>(b) the Donor Provider shall make no charge in relation to Porting System Set-Up Costs</p>	<p>reasonable terms. Any charges for the provision of such Portability shall be made in accordance with the following principles:</p> <p>(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:</p> <p>(i) the Donor Provider and the Recipient Provider have agreed another basis for the charges, or</p> <p>(ii) Ofcom has directed that another basis for charges should be used;</p> <p>(b) the Donor Provider shall make no charge in relation to Porting System Set-Up</p>	<p>terms. Any charges for the provision of such Portability shall be made in accordance with the following principles:</p> <p>(a) subject always to the requirement of reasonableness, charges shall be cost oriented. <u>In particular, charges shall be</u> and based on the incremental costs of providing Portability unless:</p> <p>(i) the Donor Provider and the Recipient Provider have agreed another basis for the charges, or</p> <p>(ii) Ofcom has directed that another basis for charges should be used;</p> <p>(b) the Donor Provider shall make no charge in relation to Porting</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>or Additional Conveyance Costs;</p> <p>(c) in respect of Mobile Portability, the Donor Provider shall make no charge or annual fee for ongoing costs relating to registration of a ported Telephone Number or a Relevant Subscriber;</p> <p>(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;</p> <p>...</p>	<p>Costs or Additional Conveyance Costs;</p> <p>(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</p> <p>(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.</p>	<p>System Set-Up Costs or Additional Conveyance Costs;</p> <p>(c) in respect of Mobile 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 Relevant Subscriber Customer; and</p> <p>(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;</p>
<p>B3.6 ...</p> <p>(e) any direct charges to Relevant Subscribers for providing</p>	<p>B3.6(e) removed and replaced with C7.6 (see below)</p>	<p>See changes to Condition C7 below</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Number Portability do not act as a disincentive to Subscribers against changing their Regulated Provider.</p>		
B3.7	B3.3	No changes other than re-numbering and cross-references to other Conditions.
N/A	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 .	New condition
B3.8	B3.5	No changes from current GC other than re-numbering
B3.9 The Regulated Provider shall inform the Relevant Subscriber of the date	B3.9 removed and replaced with C7.3 (see below)	See changes to Condition C7 below

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
when Number Portability will be provided to that Subscriber .		
B3.10 and B3.11	Conditions B3.10 and B3.11 removed and replaced with C7.60 to C7.62 (see below)	See changes to Condition C7 below
Changes to General Condition C1		
<p>C1.20 Where a Relevant Customer exercises the right to terminate a contract or contracts pursuant to Condition C1.15, unless the Relevant Customer expressly agrees otherwise, the contract(s) shall be terminated:</p> <p>(a) on the day before the proposed modification comes into effect; or</p> <p>(b) if it is not feasible for the contract to be terminated in accordance with Condition C1.20(a), and provided that the relevant modification is not</p>	<p>C1.20 Subject to Condition 7.7(a), where a Relevant Customer exercises the right to terminate a contract or contracts pursuant to Condition C1.15, unless the Relevant Customer expressly agrees otherwise, the contract(s) shall be terminated:</p> <p>(a) on the day before the proposed modification comes into effect; or</p> <p>(b) if it is not feasible for the contract to be terminated in accordance with Condition C1.20(a), and provided that the relevant modification is not applied to the Relevant Customer, as soon as</p>	<p>C1.20 <u>Subject to Condition 7.7(a)</u>, where a Relevant Customer exercises the right to terminate a contract or contracts pursuant to Condition C1.15, unless the Relevant Customer expressly agrees otherwise, the contract(s) shall be terminated:</p> <p>(a) on the day before the proposed modification comes into effect; or</p> <p>(b) if it is not feasible for the contract to be terminated in accordance with Condition C1.20(a), and provided that the relevant modification is not applied to the Relevant Customer, as soon as</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
applied to the Relevant Customer , as soon as reasonably possible after that date.	reasonably possible after that date.	reasonably possible after that date.
Annex to Condition C1 – See Schedule 3, PART B above	Annex to Condition C1 – see PART B below	New requirements added at Table A, 4c), 5e) and 7b) and new Table D
Changes to Condition C7		
Scope		
<p>C7.1 The provisions of this Condition apply as follows:</p> <p>(a) Conditions C7.3 – C7.15 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or DSL Broadband Services to Switching Customers when a Communications Provider Migration is taking place</p>	<p>C7.1 The provisions of this Condition C7 apply as follows:</p> <p>(a) Unless specified otherwise, Conditions C7.3 to C7.16 and Conditions C7.60 to C7.62 apply to all providers of Internet Access Services and/or Number-based Interpersonal Communications Services to Switching Customers when a Communications Provider</p>	<p>C7.1 The provisions of this Condition C7 apply as follows:</p> <p>(a) <u>Unless specified otherwise, Conditions C7.3 to C7.16 and Conditions C7.60 to C7.62 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;</u></p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>within Openreach’s or KCOM’s Access Network;</p> <p>(b) Conditions C7.16 – C7.20 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or Broadband Services to Switching Customers when a Migration is taking place within Openreach’s or KCOM’s Access Network;</p> <p>(c) Conditions C7.21 to C7.44 apply to the following persons in respect of any Mobile Switching involving fewer than 25 Mobile Numbers:</p> <p>(i) Conditions C7.21 to C7.25 and Conditions C7.33 to C7.36 apply to any Communications Provider</p>	<p>Migration takes place involving such services;</p> <p>(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, and in so far as the Switching Customer concerned is:</p> <p>(i) a Consumer; or</p> <p>(ii) a Microenterprise or Small Enterprise Customer or Not-For-Profit Customer,</p> <p>unless such Microenterprise or Small Enterprise Customer or Not-For-Profit Customer has expressly agreed otherwise;</p>	<p>(b) <u>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, and in so far as the Switching Customer concerned is:</u></p> <p><u>(i) a Consumer; or</u></p> <p><u>(ii) a Microenterprise or Small Enterprise Customer or Not-for-Profit Customer, unless such Microenterprise or Small Enterprise Customer or Not-for-Profit Customer has expressly agreed otherwise;</u></p> <p>(c) <u>Condition C7.17 applies to providers of Electronic Communications Networks;</u></p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>which provides a Mobile Communications Service, from whom a Mobile Switching Customer is, or is considering, transferring;</p> <p>(ii) Conditions C7.26 to C7.28 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer on a Residential Mobile Tariff is, or is considering, transferring;</p> <p>(iii) Conditions C7.29 to C7.32 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer on a</p>	<p>(c) Condition C7.17 applies to providers of Electronic Communications Networks;</p> <p>(d) Conditions C7.18 – C7.30 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or DSL Broadband Services to Switching Customers when a Communications Provider Migration is taking place within Openreach’s or KCOM’s Access Network;</p> <p>(e) Conditions C7.31 – C7.35 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or Broadband Services to Switching Customers when a Migration is taking place within Openreach’s or KCOM’s Access Network;</p>	<p>(d) Conditions C7.3 – C7.15 C7.18 – C7.30 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or DSL Broadband Services to Switching Customers when a Communications Provider Migration is taking place within Openreach’s or KCOM’s Access Network;</p> <p>(e) Conditions C7.16 – C7.20 C7.31 – C7.35 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or Broadband Services to Switching Customers when a Migration is taking place within Openreach’s or KCOM’s Access Network;</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Business Mobile Tariff is, or is considering, transferring;</p> <p>(iii) Condition C7.37 applies to any Communications Provider which provides a Mobile Communications Service, to whom a Mobile Switching Customer is, or is considering, transferring; and</p> <p>(iii) Conditions C7.38 to C7.44 apply to any Communications Provider which provides a Mobile Communications Service.</p> <p>Each person to whom a provision applies is a ‘Regulated Provider’ for the purposes of that provision.</p> <p>C7.2 For the purposes of Conditions C7.3 to C7.20: any Fixed-line Telecommunications Services and/or</p>	<p>(f) Conditions C7.36 to C7.59 apply to the following persons in respect of any Mobile Switching involving fewer than 25 Mobile Numbers:</p> <p>(i) Conditions C7.36 to C7.40 and Conditions C7.48 to C7.51 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer is, or is considering, transferring;</p> <p>(ii) Conditions C7.41 to C7.43 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer on a Residential Mobile Tariff is, or is considering, transferring;</p>	<p>(f) Conditions C7.21—C7.44 C7.36 to C7.59 apply to the following persons in respect of any Mobile Switching involving fewer than 25 Mobile Numbers:</p> <p>(i) Conditions C7.21 to C7.25 C7.36 to C7.40 and Conditions C7.33 to C7.36 C7.48 to C7.51 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer is, or is considering, transferring;</p> <p>(ii) Conditions C7.26 to C7.28 C7.41 to C7.43 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer on a</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Broadband Services are ‘Relevant Communications Services’.</p>	<p>(iii) Conditions C7.44 to C7.47 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer on a Business Mobile Tariff is, or is considering, transferring;</p> <p>(iv) Condition C7.52 applies to any Communications Provider which provides a Mobile Communications Service, to whom a Mobile Switching Customer is, or is considering, transferring; and</p> <p>(v) Conditions C7.53 to C7.59 apply to any Communications Provider which provides a Mobile Communications Service.</p> <p>Each person to whom a provision applies is a ‘Regulated Provider’</p>	<p>Residential Mobile Tariff is, or is considering, transferring;</p> <p>(iii) Conditions C7.29 to C7.32 C7.44 to C7.47 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer on a Business Mobile Tariff is, or is considering, transferring;</p> <p>(iv) Condition C7.37 C7.52 applies to any Communications Provider which provides a Mobile Communications Service, to whom a Mobile Switching Customer is, or is considering, transferring; and</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>for the purposes of that provision.</p> <p>C7.2 The following services are ‘Relevant Communications Services’:</p> <p>(a) for the purposes of Conditions C7.3 to C7.16, any Internet Access Services and/or Number-based Interpersonal Communications Services;</p> <p>(b) for the purposes of Conditions C7.18 to C7.35, any Fixed-line Telecommunications Services and/or DSL Broadband Services within Openreach’s or KCOM’s Access Network; and</p> <p>(c) for the purposes of Conditions C7.36 to C7.59, any Mobile Communications Services.</p>	<p>(v) Conditions C7.38 to C7.44 C7.53 to C7.59 apply to any Communications Provider which provides a Mobile Communications Service.</p> <p>Each person to whom a provision applies is a ‘Regulated Provider’ for the purposes of that provision.</p> <p>C7.2 <u>The following services are ‘Relevant Communications Services’:</u></p> <p><u>(a) for the purposes of Conditions C7.3 to C7.16, any Internet Access Services and/or Number-based Interpersonal Communications Services;</u></p> <p><u>(b) for the purposes of Conditions C7.3 to C7.20 C7.18 to C7.30, any Fixed-line Telecommunications Services and/or DSL Broadband Services are ‘Relevant Communications Services’.</u> <u>within</u></p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
		<p><u>Openreach’s or KCOM’s Access Network; and</u></p> <p><u>(c) for the purposes of Conditions C7.36 to C7.59, any Mobile Communications Services.</u></p>
Switching of all internet access services and number-based interpersonal communications services		
<i>Migration Date</i>		
<p>B3.3 The Regulated Provider shall provide Number Portability within the shortest possible time, including subsequent activation...</p> <p>B3.4 The Regulated Provider shall ensure in all cases, other than Mobile Number Portability (as to which see Conditions C7.38 and C7.39), porting of these numbers and their subsequent activation shall be completed within one business day</p>	<p>C7.3 For the purposes of this Condition C7, the Migration Date shall be:</p> <p>(a) where technically possible, the date requested by the Switching Customer; or</p> <p>(b) except where Condition C7.3(a) applies:</p> <p style="padding-left: 40px;">(i) as soon as possible; and</p> <p style="padding-left: 40px;">(ii) no later than:</p>	<p>B3.3 The Regulated Provider shall provide Number Portability within the shortest possible time, including subsequent activation...</p> <p><u>C7.3 For the purposes of this Condition C7, the Migration Date shall be:</u></p> <p><u>(a) where technically possible, the date requested by the Switching Customer; or</u></p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>once all necessary validation processes have been completed, the network connection is ready for use by the Relevant Subscriber, and the Donor Provider has received a request to activate the porting of these numbers from the Recipient Provider.</p> <p>C7.38 Regulated Providers must ensure that the Porting Process shall, unless the relevant Mobile Switching Customer agrees to defer the process, be completed within one Working Day from either:</p> <p>(a) SIM Activation, where the relevant Mobile Switching Customer has already submitted the PAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to switch at the time when</p>	<p>a. in cases involving a Communications Provider Migration of Mobile Communications Services, one Working Day after:</p> <p>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</p>	<p>(b) <u>except where Condition C7.3(a) applies:</u></p> <p>(i) <u>as soon as possible; and</u></p> <p>(ii) <u>no later than:</u></p> <p>C7.38 Regulated Providers must ensure that the Porting Process shall, unless the relevant Mobile Switching Customer agrees to defer the process, be completed within one Working Day from either:</p> <p>a. <u>in cases involving a Communications Provider Migration of Mobile Communications Services,</u> one Working Day <u>after:</u></p> <p>i. SIM Activation, where the relevant Mobile Switching Customer has</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>they entered into the contract; or</p> <p>(b) where SIM Activation has already taken place, submission of the PAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to switch.</p> <p>C7.39 Regulated Providers must ensure that the Non-Porting Switching Process shall, unless the relevant Mobile Switching Customer agrees to defer the process, be completed within one Working Day from either:</p> <p>(a) SIM Activation, where the relevant Mobile Switching Customer has already submitted the N-PAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to</p>	<p>ii. where SIM Activation has already taken place, submission of the PAC or the STAC to the Gaining Provider;</p> <p>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</p>	<p>already submitted the PAC <u>or STAC</u> to the Communications Provider <u>Gaining Provider</u> to whom the relevant Mobile Switching Customer wants to switch at the time when they entered into the contract; or</p> <p>ii. where SIM Activation has already taken place, submission of the PAC <u>or the STAC</u> to the Communications</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>switch at the time when they entered into the contract; or</p> <p>(b) where SIM Activation has already taken place, submission of the N-PAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to switch.</p>	<p>Number(s) is(are) ready for activation.</p>	<p>Provider Gaining Provider to whom the relevant Mobile Switching Customer wants to switch;</p> <p>b. The Regulated Provider shall ensure in all other cases, other than Mobile Number Portability (as to which see Conditions C7.38 and C7.39), porting of these numbers and their subsequent activation shall be completed within one business Working Day once after the date on which all necessary validation processes have been completed,</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
		<p>the network connection is ready for use by the Relevant Subscriber <u>Switching Customer</u>, and the Donor Provider has received a request to activate the porting of these numbers from the Recipient Provider. <u>where relevant, the porting of the relevant Telephone Number(s) is (are) ready for activation.</u></p> <p>C7.39 Regulated Providers must ensure that the Non-Porting Switching Process shall, unless the relevant Mobile Switching Customer agrees to defer the process, be completed within one Working Day from either:</p> <p>(a) SIM Activation, where the relevant Mobile Switching Customer has</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
		<p>already submitted the N-PAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to switch at the time when they entered into the contract; or</p> <p>(b) where SIM Activation has already taken place, submission of the N-PAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to switch.</p>
Communications Provider Migration Process (including Porting Process)		
N/A	<p>C7.4 All Regulated Providers shall ensure that:</p> <p>(a) they maintain simple and efficient processes:</p> <p>(i) for Communications Provider Migrations involving Relevant</p>	New conditions

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>Communications Services that they provide;</p> <p>(ii) for the transfer of any services which are included in a Bundle with the Relevant Communications Service(s) being transferred; and</p> <p>(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;</p> <p>(b) they cooperate in good faith and take all necessary steps within their control to complete the Communications Provider</p>	

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>Migration process in accordance with this Condition C7 and Condition B3 and any applicable industry agreed processes;</p> <p>(c) they do not delay or abuse the Communications Provider Migration process;</p> <p>(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</p> <p>(e) the Communications Provider Migration is completed on the Migration Date.</p> <p>C7.5 The Regulated Provider that is the Gaining Provider must:</p> <p>(a) lead the Communications Provider Migration;</p>	

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	(b) allow a Switching Customer who so requests to make use of the processes set out in Condition C7.4(a) .	
<i>Specific obligations relating to Porting Process</i>		
<p>B3.3 The Regulated Provider shall provide Number Portability ... on reasonable terms and conditions, including charges, to any of its Relevant Subscribers who so request.</p> <p>B3.6 ... (e) any direct charges to Relevant Subscribers for providing Number Portability do not act as a disincentive to Subscribers against changing their Regulated Provider.</p>	<p>C7.6 All Regulated Providers shall ensure that:</p> <p>(a) they provide Number Portability on reasonable terms and conditions to any Switching Customer who so requests;</p> <p>(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</p>	<p>C7.6 <u>All</u> Regulated Providers shall <u>ensure that:</u></p> <p><u>A1. they</u> provide Number Portability on reasonable terms and conditions, including charges, to any of its Relevant Subscribers <u>Switching Customer</u> who so requests;</p> <p><u>A2. 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</u></p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>otherwise at the point when they terminate the contract; and</p> <p>(c) no direct charges are applied to the Switching Customer for the provision of Number Portability.</p>	<p><u>otherwise at the point when they terminate the contract; and</u></p> <p>A3. <u>any no</u> direct charges to Relevant <u>Subscribers for providing</u> <u>are applied to the</u> <u>Switching Customer for the provision of</u> <u>Number Portability</u> do not act as a disincentive to Subscribers against changing their Regulated Provider.</p>
<i>Provision of services by Losing Provider</i>		
<p>C7.36 On the Working Day on which the Porting Process or the Non-Porting Switching Process has been completed, any Regulated Provider must, after that process has been completed:</p> <p>(a) cease providing the Mobile Communications Services it was providing to the relevant Mobile Switching Customer before the relevant Mobile Switching Customer switched using the</p>	<p>C7.7 The Regulated Provider that is the Losing Provider must:</p> <p>(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;</p> <p>(b) ensure that its contract with the Switching Customer is automatically terminated on the</p>	<p>Existing GC C7.36 removed and replaced by revised GCs C7.7 and C7.8</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Porting Process or the Non-Porting Switching Process; and</p> <p>(b) ensure that any charges which the relevant Mobile Switching Customer may be required to pay, other than any Early Termination Charge, are charges incurred only as a result of the provision of the Mobile Communications Services up to and including the Working Day referred to in this paragraph, and do not include any charges in respect of any part of any period of notice that the relevant Mobile Switching Customer is required to provide in order to exit the contract with the Regulated Provider, that would otherwise extend beyond the Working Day referred to in this paragraph.</p>	<p>Working Day on which the Communications Provider Migration has been completed;</p> <p>(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;</p> <p>(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.</p>	

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>C7.8 The Regulated Provider that is the Losing Provider shall ensure that:</p> <p>(a) when a Communications Provider Migration takes place involving fewer than 25 Mobile Numbers, any Switching Customer;</p> <p>(b) in all other cases, a Switching Customer that is a Consumer;</p> <p>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</p>	

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	the contract with the Losing Provider .	
Express consent		
<p>C7.3 When selling or marketing Relevant Communications Services, the Regulated Provider that is the Gaining Provider must ensure that:</p> <p>(a) it does not engage in Slamming ...</p> <p>C7.4 The Regulated Provider that is the Gaining Provider must take all reasonable steps to ensure that before entering into a contract for the provision of Relevant Communications Services, the Switching Customer who is requesting a Communications Provider Migration:</p> <p>(a) is authorised to do so;</p>	<p>C7.9 The Regulated Provider that is the Gaining Provider must take all reasonable steps to ensure that:</p> <p>(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</p> <p>(b) any Switching Customer who is requesting a Communications Provider Migration is authorised to do so and intends to enter into the contract.</p>	<p>C7.3 When selling or marketing Relevant Communications Services, the Regulated Provider that is the Gaining Provider must ensure that:</p> <p>C7.9 The Regulated Provider that is the Gaining Provider must take all reasonable steps to ensure that before entering into a contract for the provision of Relevant Communications Services:</p> <p>(a) <u>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</u></p> <p>(b) the <u>any</u> Switching Customer who is requesting a Communications</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
(b) intends to enter into the contract; ...		Provider Migration is authorised to do so; <u>and</u> intends to enter into the contract.
<i>Provision of information</i>		
<p>C7.41 Regulated Providers must provide guidance for Subscribers on the Porting Process and Non-Porting Switching Process that is:</p> <p>(a) concise and easy to understand; and</p> <p>(b) only contains relevant information about the Porting Process and Non-Porting Switching Process.</p> <p>C7.42 Regulated Providers must ensure that the guidance to be provided in accordance with Condition C7.41 is well publicised and readily available on their websites.</p>	<p>C7.10 Regulated Providers must take all reasonable steps to ensure that:</p> <p>(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 C7.60;</p> <p>(b) they provide guidance on the Communications Provider Migration process, including the right to compensation in accordance with Condition C7.60, that:</p>	<p>C7.10 Regulated Providers must <u>take all reasonable steps to ensure that:</u></p> <p><u>(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 C7.60;</u></p> <p>(b) <u>they</u> provide guidance for <u>Subscribers on the Porting Process and Non-Porting Switching Communications Provider Migration process, including the right to compensation in accordance with Condition C7.60,</u> that:</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>(i) is concise and easy to understand;</p> <p>(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</p> <p>(iii) is well publicised and readily available on their websites.</p>	<p>(i) is concise and easy to understand;</p> <p>(ii) only contains relevant information about the Porting Process and Non-Porting Switching process, <u>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</u>; and</p> <p>(iii) is well publicised and readily available on their websites.</p>
<p>C7.3 When selling or marketing Relevant Communications Services, the Regulated Provider that is the Gaining Provider must ensure that: ...</p>	<p>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</p>	<p>Existing GCs C7.3 and C7.4 removed and replaced by revised GCs C7.11 to C7.14</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>(b) any information it provides to the Switching Customer is accurate and not misleading, including information about:</p> <ul style="list-style-type: none"> (i) its Relevant Communications Services; (ii) the impact on other Relevant Communications Services which the Switching Customer is currently receiving, as a result of buying the Relevant Communications Services being sold or marketed by the Gaining Provider; and (iii) the impact on the Switching Customer's existing contractual obligations with other Regulated Providers, as a result of buying the Relevant Communications Services 	<p>information is provided to a Switching Customer that is a Consumer:</p> <ul style="list-style-type: none"> (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 the Regulated Provider's guidance in accordance with Condition C7.10. <p>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:</p>	

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>being sold or marketed by the Gaining Provider; and</p> <p>(c) it asks Switching Customers if they also want the information provided in a Durable Medium and, if they do, the Regulated Provider must provide the information in that form.</p> <p>C7.4 The Regulated Provider that is the Gaining Provider must take all reasonable steps to ensure that before entering into a contract for the provision of Relevant Communications Services, the Switching Customer who is requesting a Communications Provider Migration: ...</p> <p>(c) is provided with the information set out below in a clear, comprehensible, prominent and accurate manner, in paper or another Durable Medium which is</p>	<p>(a) an explanation that the Switching Customer is transferring their Relevant Communications Services;</p> <p>(b) the Migration Date, where known to the Losing Provider;</p> <p>(c) a clear identification of all Relevant Communications Services that will be transferred, including, where relevant, the Calling Line Identification of all Relevant Communications Services that will be transferred;</p> <p>(d) the impact, whether direct or indirect, financial or otherwise, that the Losing Provider reasonably expects the Communications Provider Migration to have on any Relevant Communications Services or other types of services provided by the Losing Provider,</p>	

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>available or accessible to the Switching Customer or, where the Switching Customer enters into the contract during a sales call, by telephone:</p> <p>(i) the identity of the legal entity the Switching Customer is contracting with and its telephone, website and/or e-mail contact details; and</p> <p>(ii) a description of the Relevant Communications Services requested; the key charges; payment terms; the existence of any termination right, termination procedures and the Switching Customer's</p>	<p>including any services and/or facilities that the Switching Customer may have access to pursuant to Condition C5;</p> <p>(e) all Relevant Communications Services provided by the Losing Provider that the Losing Provider reasonably expects to remain unaffected by the transfer;</p> <p>(f) the total charge payable by the Switching Customer on the Migration Date, or where that date is not known to the Losing Provider, on the day on which the information is provided, presented as a single (where applicable, aggregated) charge;</p> <p>(g) an explanation of the following:</p> <p>(i) the cost and any process or conditions for retaining</p>	

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>right to cancel at no cost from the point of sale to the completion of the Transfer Period; the arrangements for provision of the service, including the order process and, as accurately as possible, the likely date of provision of the service and any Commitment Period. For the purposes of this provision, key charges include minimum contract charges, any Early Termination Charges and, if the Switching Customer is a Consumer, the Access Charge to be applied</p>	<p>or returning Terminal Equipment;</p> <p>(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</p> <p>(iii) any credit balance in respect of prepaid services and, if applicable, the right to a refund of this balance in accordance with</p>	

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>by the Regulated Provider for the purpose of calculating the amounts payable by that Switching Customer for calls to Unbundled Tariff Numbers in accordance with Condition B1.</p>	<p>Condition C7.7(d), including the process for claiming such a refund and any conditions applying to this refund;</p> <p>(h) the location of the Regulated Provider’s guidance in accordance with Condition C7.10;</p> <p>(i) the right to compensation in accordance with Condition C7.60;</p> <p>(j) where the information is provided in a letter, the date of the letter and the relevant contact details of the Losing Provider; and</p> <p>(k) where the information is provided in an electronic format, a web link to the log-in page for the Switching Customer’s account with the Losing Provider.</p> <p>C7.13 The information set out in Condition C7.12 must be:</p>	

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	<p>(a) accurate; and</p> <p>(b) provided in clear, comprehensible and neutral terms and on a Durable Medium.</p> <p>C7.14¹⁶ Conditions C7.12 and C7.13 shall not apply to:</p> <p>(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 C7.24); and</p>	

¹⁶ GC C7.14 will be considered in our upcoming switching process consultation. In particular, the definition of ‘Domestic or Small Business Customers’ has been retained in GC C7.14(a) until December 2022 as this GC relates to the current Notification of Transfer switching process within Openreach’s and KCOM’s network, which refers to ‘Domestic or Small Business Customers’. The definition of ‘Domestic or Small Business Customers’ will be removed from this GC from December 2022 onwards. We will set out our proposed changes to this GC and accompanying definitions in our upcoming switching process consultation.

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	(b) providers of Mobile Communications Services where a Communications Provider Migration is taking place involving less than 25 Mobile Numbers (in relation to which see Conditions C7.36 to C7.47).	
Records retention		
<p>C7.6 Without prejudice to Condition C7.7, the Regulated Provider that is the Gaining Provider must use reasonable endeavours to create and keep all records regarding the sale of its Relevant Communications Services, for a period of not less than six months. Such records must include the date and approximate time of the contact with the Switching Customer, the means through which the contract was entered into, the place where the</p>	<p>C7.15 For each contract entered into with a Switching Customer who is 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:</p> <p style="padding-left: 40px;">(a) a direct record of consent, as provided by the Switching Customer, to migrate from the Relevant</p>	<p>C7.6 Without prejudice to Condition C7.7, the Regulated Provider that is the Gaining Provider must use reasonable endeavours to create and keep all records regarding the sale of its Relevant Communications Services, for a period of not less than six months. Such records must include the date and approximate time of the contact with the Switching Customer, the means through which the contract was entered into, the place where the contract was entered into, where</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>contract was entered into, where relevant, and be such as to allow subsequent identification of the salesperson(s) involved and to assist in dealing with any complaint or query.</p> <p>Record of consent</p> <p>C7.7 For each contract entered into with a Switching Customer for the provision of Relevant Communications Services, the Regulated Provider that is the Gaining Provider must create and keep individually retrievable records of the following, for a period of not less than twelve months:</p> <p>(a) a direct record of consent, as provided by the Switching Customer, to:</p> <p>(i) migrate from the Relevant Communications</p>	<p>Communications Services supplied by the Losing Provider to the Relevant Communications Services supplied by the Gaining Provider;</p> <p>(b) a record of the explanation from the Losing Provider that they are required to create a record of the Switching Customer’s consent;</p> <p>(c) the name and address of the Switching Customer;</p> <p>(d) the time, date and means by which the consent in sub-section (a) above was given;</p> <p>(e) where appropriate, the place where the consent in sub-section (a) above was given</p>	<p>relevant, and be such as to allow subsequent identification of the salesperson(s) involved and to assist in dealing with any complaint or query.</p> <p>C7.15 For each contract entered into with a Switching Customer <u>who is a Consumer</u>, for the provision of <u>in relation to all</u> Relevant Communications Services, the Regulated Provider that is the Gaining Provider must create and keep individually retrievable records of the following, for a period of not less than twelve months:</p> <p>(a) a direct record of consent, as provided by the Switching Customer, to migrate from the Relevant Communications Services supplied by the Regulated Provider that is the Losing Provider to the Relevant Communications Services</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Services supplied by the Regulated Provider that is the Losing Provider to the Relevant Communications Services supplied by the Gaining Provider; or, as relevant,</p> <p>(ii) begin acquiring Relevant Communications Services over the Target Line;</p> <p>(b) a record of the explanation from the Regulated Provider that they are required to create a record of the Switching Customer’s consent;</p> <p>(c) the name and address of the Switching Customer;</p>	<p>and the salesperson(s) involved;</p> <p>(f) where relevant, a direct record of consent to begin acquiring the Relevant Communications Services over the Target Line, the Target Address; and where appropriate, the Calling Line Identification of the Target Line; and</p> <p>(g) all available records regarding the sale of its Relevant Communications Services, including the date and approximate time of the contact with the Switching Customer, the means through which the contract was entered into, the place where the contract was entered into, where relevant, and</p>	<p>supplied by the Gaining Provider; or, as relevant,</p> <p>(b) a record of the explanation from the Regulated Losing Provider that they are required to create a record of the Switching Customer’s consent;</p> <p>(c) the name and address of the Switching Customer;</p> <p>(d) the time, date and means by which the consent in sub-section (a) above was given;</p> <p>(e) where appropriate, the place where the consent in sub-section (a) above was given and the salesperson(s) involved;</p> <p>(f) <u>where relevant</u>, a direct record of consent to begin acquiring the Relevant Communications Services over the Target Line; the Target</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>(d) the time, date and means by which the consent in sub-section (a) above was given;</p> <p>(e) where appropriate, the place where the consent in sub-section (a) above was given and the salesperson(s) involved;</p> <p>(f) the Target Address; and</p> <p>(g) where appropriate, the Calling Line Identification of the Target Line.</p> <p>C7.8 The Regulated Provider that is the Gaining Provider shall keep the records in accordance with Condition C7.7 irrespective of whether the contract for the provision of the Relevant Communications Services is cancelled or terminated within the minimum twelve-month period specified in Condition C7.7.</p>	<p>sufficient information to allow subsequent identification of the salesperson(s) involved and to assist in dealing with any complaint or query.</p> <p>C7.16 The Regulated Provider that is the Gaining Provider shall keep the records in accordance with 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.</p>	<p>Address; and where appropriate, the Calling Line Identification of the Target Line; <u>and</u></p> <p><u>(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.</u></p> <p>C7.16 The Regulated Provider that is the Gaining Provider shall keep the records in accordance with Condition C7.7 <u>C7.15</u> irrespective of whether the contract for the provision of the</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
		Relevant Communications Services is cancelled or terminated within the minimum twelve-month period specified in <u>that</u> Condition €7.7 .
<i>Obligations on providers of Electronic Communications Networks</i>		
N/A	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 .	New condition
Switching of fixed-line telecommunications services and DSL broadband services within Openreach’s and KCOM’s access network		
C7.3 – C7.20	C7.18 – C7.35, including Annexes 1 and 2 to C7	No changes other than renumbering. We will shortly be considering GCs C7.18 to C7.35 and the Annexes to C7 as part of our upcoming consultation, in the context of the

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
		general rules set out above and proposed new process for residential customers switching fixed services. We will set out our proposed changes to these GCs as part of that consultation.
Mobile switching (fewer than 25 mobile numbers)		
C7.21 – C7.44	C7.36 – C7.59	No changes other than renumbering. We will also be considering GCs C7.36 to C7.59, focusing on the information requirements, as part of our upcoming consultation.
Obligation to provide compensation		
B3.10 Where Regulated Providers delay the porting of a Telephone Number that is not a Mobile Number for more than one business day or where there is an abuse of porting by them or on their behalf, they shall	C7.60 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	GCs B3.10, B3.11, C7.43 and C7.44 have been removed and replaced by revised GCs C7.60 to C7.62

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>provide reasonable compensation as soon as is reasonably practicable to the Relevant Subscriber for such delay and/or abuse.</p> <p>B3.11 The Regulated Provider shall set out in plain English and in an accessible manner for each Relevant Subscriber how Relevant Subscribers can access the compensation provided for in Condition B3.10 above, and how any compensation will be paid to the Subscriber.</p> <p>C7.43 Where a Regulated Provider, delays the completion of the Porting Process or the Non-Porting Switching Process beyond the one Working Day time limit set out in Condition C7.38 or Condition C7.39, or where there is an abuse of the Porting Process or the Non-Porting Switching Process by them or on their behalf, the Regulated Provider,</p>	<p>any missed service and installation appointments.</p> <p>C7.61 Where compensation is payable in accordance with Condition C7.60 to a Switching Customer that is a Consumer, compensation must be paid no later than:</p> <p>(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</p> <p>(b) where compensation is due for a missed service or installation appointment, 30 calendar days</p>	

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>shall provide reasonable compensation as soon as is reasonably practicable to the relevant Mobile Switching Customer for such failure.</p> <p>C7.44 Regulated Providers shall set out in plain English and in an accessible manner for each relevant Mobile Switching Customer guidance on how they can access the compensation provided for in Condition C7.43, and how any compensation will be paid to them.</p>	<p>after the date of the missed appointment.</p> <p>(c) Condition C7.61(a) shall not apply to delays in completing the Porting Process.</p> <p>C7.62 No compensation shall be payable in accordance with Condition C7.60 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.</p>	
Changes to Definitions		

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>'Cancel Other' means the industry term for a functionality that enables the Losing Provider to cancel, during the Transfer Period, wholesale orders placed by the Gaining Provider;</p>	<p>'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;</p>	<p>'Cancel Other' means the industry term for a functionality that enables the Losing Provider to cancel, during the Transfer Period, wholesale orders placed by the Gaining Provider <u>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</u>;</p>
<p>'Communications Provider Migration' means a process by which a Switching Customer transfers from a Fixed-line Telecommunications Service and/or a DSL Broadband Service supplied by one Communications Provider operating on Openreach's or KCOM's Access Network to a Fixed-line Telecommunications Service and/or a DSL Broadband Service provided by another Communications Provider</p>	<p>'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</p>	<p>'Communications Provider Migration' means a process by which a Switching Customer transfers from a Fixed-line Telecommunications Service and/or a DSL Broadband Service <u>Public Electronic Communications Service</u> supplied by one Communications Provider operating on Openreach's or KCOM's Access Network to a Fixed-line Telecommunications Service and/or a DSL Broadband Service <u>Public Electronic Communications Service</u> provided by another</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
operating on Openreach’s or KCOM’s Access Network ;	Provider Migration includes the Porting Process ;	Communications Provider operating on Openreach’s or KCOM’s Access Network, <u>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;</u>
‘ Donor Provider ’ means a Communications Provider whose Subscriber Numbers are in the process of being, or have been passed or ported to a Recipient Provider ;	‘ 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 Subscriber Numbers <u>Customer Numbers</u> are in the process of being, or have been passed or ported to a Recipient Provider;
‘ Gaining Provider ’ means: (a) the Communications Provider to whom a Switching Customer is transferring; or (b) the Communications Provider to whom an Inbound Switching Customer makes a Home-Move Request ;	‘ 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 ;	‘Gaining Provider’ means: (a) the Communications Provider to whom a Switching Customer is <u>or is considering</u> transferring; or (b) the Communications Provider to whom an Inbound Switching Customer makes a Home-Move Request;

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>'Losing Provider' means the Communications Provider from whom a Switching Customer is transferring;</p>	<p>'Losing Provider' means the Communications Provider from whom a Switching Customer is or is considering transferring;</p>	<p>'Losing Provider' means the Communications Provider from whom a Switching Customer is <u>or is considering</u> transferring;</p>
<p>'Migration Date' means the date on which the transfer of a Fixed-line Telecommunications Service and/or a DSL Broadband Service or takeover of the Target Line will be effected, at which point the Switching Customer's Fixed-line Telecommunications Service and/or DSL Broadband Service will commence being provided to the Switching Customer by a different Communications Provider operating on Openreach's or KCOM's Access Network or at a different location;</p>	<p>'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;</p>	<p>'Migration Date' means the date on which the transfer of a Fixed-line Telecommunications Service and/or a DSL Broadband Service <u>Communications Provider Migration</u> or takeover of the Target Line will be effected, at which point the Switching Customer's Fixed-line Telecommunications Service and/or DSL Broadband Service <u>Public Electronic Communications Service</u> will commence being provided to the Switching Customer by a different Communications Provider operating on Openreach's or KCOM's Access Network or at a different location, <u>and, where applicable, the porting and subsequent activation of the relevant Telephone Number(s) will have been completed;</u></p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
' Mobile Number Portability ' means Number Portability relating to Mobile Numbers ;	Removed	N/A
' Mobile Portability ' means Portability relating to Telephone Numbers Allocated for use with Mobile Communications Services ;	Removed	N/A
' Number Portability ' means a facility whereby Subscribers who so request can retain their Telephone Number on a Public Electronic Communications Network , independently of the person providing the service at the Network Termination Point of a Subscriber provided that such retention of a Telephone Number is in accordance with the National Telephone Numbering Plan ;	' Number 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 ;	'Number Portability' means a facility whereby Subscribers 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 a the Subscriber Switching Customer provided that such retention of a Telephone Number is in accordance with the National Telephone Numbering Plan;
' Portability ' means any facility which may be provided by a Communications Provider to another Communications Provider enabling any Subscriber who requests Number	' Portability ' means any facility which may be provided by a Communications Provider to another Communications Provider enabling Number Portability ;	'Portability' means any facility which may be provided by a Communications Provider to another Communications Provider enabling any Subscriber who requests Number

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Portability to continue to be provided with any Public Electronic Communications Service by reference to the same Telephone Number irrespective of the identity of the person providing such a service;</p>		<p>Portability to continue to be provided with any Public Electronic Communications Service by reference to the same Telephone Number irrespective of the identity of the person providing such a service;</p>
<p>‘Porting Authorisation Code’ or ‘PAC’ means a unique code used to signify the Donor Provider’s consent to the Subscriber being entitled to request and have their Mobile Number ported to another Communications Provider;</p>	<p>‘Porting Authorisation Code’ or ‘PAC’ 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;</p>	<p>‘Porting Authorisation Code’ or ‘PAC’ means a unique code used to signify the Donor Provider’s consent to the Subscriber Switching Customer being entitled to request and have their Mobile Number ported to another Communications Provider;</p>
<p>‘Porting Process’ means the process set out in Condition C7.21 to C7.44 enabling a Subscriber to switch from one Communications Provider which provides Mobile Communications Services to another such Communications Provider, and to retain their Mobile Number(s). This process includes activation by the Communications Provider to whom the</p>	<p>‘Porting Process’ means a process by which Number Portability is carried out pursuant to Condition C7, including activation by the Communications Provider to whom the Switching Customer has switched, of the Telephone Number(s) and/or Mobile Number(s) that has(have) been ported;</p>	<p>‘Porting Process’ means the a process set out in by which Number Portability is carried out pursuant to Condition C7.21 to C7.44 C7, enabling a Subscriber to switch from one Communications Provider which provides Mobile Communications Services to another such Communications Provider, and to retain their Mobile Number(s). This process includes including activation by the Communications Provider to whom the Subscriber Switching Customer has switched, of the Telephone</p>

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
Subscriber has switched, of the Mobile Number(s) that has(have) been ported;		<u>Number(s) and/or</u> Mobile Number(s) that has(have) been ported;
'Recipient Provider' means a Communications Provider to whom Subscriber Number(s) are in the process of being, or have been passed or ported from a Donor Provider ;	'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 ;	'Recipient Provider' means a Communications Provider to whom Subscriber Number(s) <u>Customer Number(s)</u> are in the process of being, or have been passed or ported from a Donor Provider;
'SIM Activation' means the process allowing a Communications Provider , to whom a Subscriber is moving for the supply of Mobile Communications Services , to verify the identity of that Subscriber . This process is carried out by the Subscriber with the use of their Subscriber Identity Module (SIM) card which they will have obtained from the Communications Provider to whom they are moving. Under the Non-Porting Switching Process , SIM Activation also includes activation of the Mobile Number(s) that a Subscriber is taking from a Communications Provider to whom they have switched;	'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	'SIM Activation' means the process allowing a Communications Provider, to whom a Subscriber <u>Switching Customer</u> is moving for the supply of Mobile Communications Services, to verify the identity of that Subscriber <u>Switching Customer</u> . This process is carried out by the Subscriber <u>Switching Customer</u> with the use of their Subscriber Identity Module (SIM) card which they will have obtained from the Communications Provider to whom they are moving. Under the Non-Porting Switching Process <u>Where the Communications Provider Migration process does not include the porting of Telephone Numbers</u> , SIM Activation also includes

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
	Customer is taking from a Communications Provider to whom they have switched;	activation of the Mobile Number(s) that a Subscriber Switching Customer is taking from a Communications Provider to whom they have switched;
'Subscriber Number' means the Telephone Number (or Telephone Numbers) which any Communications Provider's Public Electronic Communications Network recognises as relating to a particular Subscriber of that Communications Provider ;	' 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 ;	'Subscriber Number' 'Customer Number' means the Telephone Number (s) (or Telephone Numbers) which any Communications Provider's Public Electronic Communications Network recognises as relating to a particular Subscriber Customer of that Communications Provider;
N/A	' Service Termination Authorisation Code ' or ' STAC ' 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 ;	New definition
' Subscriber Request to Port ' means the request by a Subscriber to transfer their Mobile Number which occurs when the	Removed	N/A

Existing General Condition (i.e. version in force from 17 June 2022 – see Schedule 3 above)	General Condition as revised	Marked up version showing changes (shown in highlighted underlined and strikethrough text)
<p>Subscriber submits their PAC to the Recipient Provider;</p>		
<p>'Switching Customer' means a Customer that is a Domestic or Small Business Customer in relation to a Communications Provider which provides Fixed-Line Telecommunications Services and/or DSL Broadband Services using Openreach's or KCOM's Access Network;</p>	<p>'Switching Customer' means:</p> <ul style="list-style-type: none"> (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/or (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); 	<p>'Switching Customer' means a Customer that is a Domestic or Small Business Customer in relation to a Communications Provider which provides Fixed-Line Telecommunications Services and/or DSL Broadband Services using Openreach's or KCOM's Access Network:</p> <ul style="list-style-type: none"> (a) <u>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/or</u> (b) <u>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);</u>

PART B – ANNEX TO CONDITION C1

Annex 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
Identity and contact details of Regulated Provider or Trader	<ul style="list-style-type: none"> a) identity, such as its trading name; b) telephone number (where available); c) registered address; 	<ul style="list-style-type: none"> d) fax number (where available); e) e-mail address (where available); and f) geographical address of the place of business and where the Relevant Customer can address any complaints (if different to the registered address).
2. Description of services	<ul style="list-style-type: none"> a) the main characteristics of the service provided, including: <ul style="list-style-type: none"> (i) any minimum quality of service levels, including any Service Level Agreement, where offered; or (ii) where no minimum quality of service levels are offered, a statement to this effect; b) where applicable, the existence and conditions of after sale services and commercial guarantees. 	
3. Price	<ul style="list-style-type: none"> a) the price of the service (including VAT), including: <ul style="list-style-type: none"> (i) the Core Subscription Price; 	<ul style="list-style-type: none"> b) the cost of using the means of distance communication for the conclusion of the contract where that

	<p>(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);</p> <p>(iii) where applicable, any activation charges;</p> <p>If the Relevant Customer is not a Consumer, prices may be stated exclusive of VAT.</p>	cost is calculated other than at the basic rate;
4. Delivery of service	<p>a) the arrangements for payment;</p> <p>b) the arrangements for the provision of the Relevant Communications Service(s), including, as accurately as possible, the likely date of provision of the service(s);</p> <p>c) an explanation that the Relevant Customer may make use of the processes set out in Condition C7.4(a) to transfer their existing services or Bundle to the Regulated Provider.</p>	
5. Duration, renewal and termination of contract	<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 Early Termination Charges and any applicable notice period that the</p>	

	<p>Relevant Customer is required to provide in order to exit the contract;</p> <p>d) information on retaining any Terminal Equipment upon expiry of the Commitment Period, including any fees involved;</p> <p>e) information on the right to a refund of any remaining credit in relation to prepaid services in the event of switching Communications Providers in accordance with Condition C7.7.</p>	
6. Security	a) the type of action that might be taken by the Regulated Provider in response to security incidents, threats or vulnerabilities.	
7. Remedies, complaints handling and dispute resolution	<p>a) any compensation and refund arrangements, including;</p> <p>(i) where applicable, explicit reference to rights of Relevant Customers, including any compensation, such as any Service Level Guarantees, which apply if any offered minimum quality of service level, such as a Service Level Agreement, is not met;</p> <p>(ii) where applicable, explicit reference to rights of Relevant Customers, which apply if the Regulated Provider responds inadequately to a security</p>	<p>c) the Regulated Provider's procedure for handling complaints and information about the existence of the ADR Scheme of which the Regulated Provider is a member and the method of having access to it; and</p> <p>d) the existence of the Ofcom Approved Complaints Code, and how copies of it can be obtained;</p>

	<p>incident, threat or vulnerability;</p> <p>b) the right to compensation for failure to comply with the requirements of Condition C7 Switching and number porting, including how such compensation can be accessed and how it will be paid;</p>	
8. Right to cancel		<p>a) where a cooling off period applies,¹⁷ 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>

Table B – Additional Information Requirements for Internet Access Services and Number-based Interpersonal Communications Services	
Type of information	Information required

¹⁷ See Regulation 32 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

, 2 a) above)

a) For **Internet Access Services**:

Any minimum quality of service levels, including any **Service Level Agreement**, where offered, taking utmost account of the BEREC guidelines regarding:

- latency;
- jitter; and
- packet loss;

b) Information on how traffic management measures applied by the **Regulated Provider** could impact on the quality of the **Internet Access Services**, on the privacy of the **Relevant Customer** and on the protection of their personal data;

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 **Internet Access Services**, and in particular on the use of content, applications and services;

d) a clear and comprehensible explanation of how any **Specialised Services** to which the **Relevant Customer** subscribes might in practice have an impact on the **Internet Access Services** provided to them;

e) a clear and comprehensible explanation of:

- (i) for fixed networks: the minimum, normally available, maximum and advertised download and upload speed of the internet access services;
- (ii) for mobile networks, the estimated maximum and advertised download and upload speed of the internet access services; and

	<p>(iii) 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)¹⁸; and</p> <p>f) for Number-based Interpersonal Communications Services, where the Regulated Provider exerts control over at least some elements of the network or has a Service Level Agreement to that effect with undertakings providing access to the network regarding, at least:</p> <ul style="list-style-type: none"> • the time for the initial connection; • failure probability; and • call signalling delays.
<p>2. Terminal equipment</p>	<p>a) any conditions, including fees, imposed by the Regulated Provider on the use of Terminal Equipment, such as any Handset Locking Restrictions.</p>
<p>3. Price (as part of Table A, 3)</p>	<p>a) Where the Relevant Communications Service is provided as part of a Bundle, 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> <p>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;</p>

¹⁸ [Regulation \(EU\) 2015/2120 of the European Parliament and of the Council of 25 November 2015 laying down measures concerning open internet access and amending Directive 2002/22/EC on universal service and users' rights relating to electronic communications networks and services and Regulation \(EU\) No 531/2012 on roaming on public mobile communications networks within the Union](#)

	<p>d) facilities to safeguard bill transparency and monitor the level of consumption;</p> <p>e) tariff information regarding any numbers or services subject to particular pricing conditions, including any applicable Access Charges;</p> <p>f) details and conditions, including fees, of any after-sales service, maintenance, and customer assistance; and</p> <p>g) the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained.</p>
4. Duration, renewal and termination of contract	<p>a) Where the Relevant Communications Service is provided as part of a Bundle, the conditions of termination of the Bundle or of elements thereof.</p>
5. Data protection	<p>a) without prejudice to Relevant 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.</p>
6. End-users with disabilities	<p>a) details on products and services designed for End-Users with disabilities and how updates on this information can be obtained.</p>
7. Remedies, complaints handling and dispute resolution	<p>a) the means of initiating procedures for the resolution of disputes including national and cross-border disputes in accordance with the ADR Scheme of which the Regulated Provider is a member and the method of having access to it; and</p> <p>b) a clear and comprehensible explanation of the remedies available to the Relevant Customer in accordance with national law in the event of any continuous or regularly recurring discrepancy</p>

	between the actual performance of their Internet Access Service 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.
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Table C – Additional Information Requirements for Number-based Interpersonal Communications Services	
Type of information	Information required
1. Accessibility	a) any constraints on access to Emergency Organisations or Caller Location Information due to a lack of technical feasibility insofar as the service allows Relevant Customers to originate calls to a number in a national or international numbering plan.
2. Data Protection	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 .

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