

A5. Tables of GC changes

A5.1 This Annex sets out the changes to the GCs that we have decided to make, as explained in this statement. It also sets out a number of further proposed changes on which we are consulting. This Annex is for explanatory purposes only and the definitive final amendments to the General Conditions will be set out in our Notification of changes under section 48 of the Act which will be published in December 2020.¹ The changes and proposed changes are set out in the following tables:

- Table 1: Changes to key defined terms used in the General Conditions – see sections 4 and 15 of the statement
- Table 2: Changes to GC C1 (Contract requirements) – see sections 5, 7, 8, 10 and 15 of the statement
 - **Part A** – details and explanation of changes
 - **Part B** – implementation table
- Table 3: Mark up of changes to the Annex 1 to Condition C1
- Table 4: Changes to GC C2 (Information publication and transparency requirements) – see sections 6 and 15 of the statement
- Table 5: Changes to GC C3 (Billing requirements) – see sections 6 and 15 of the statement
- Table 6: Changes to GC 5 (Measures to meet the needs of vulnerable consumers and end-users with disabilities) – see sections 12 and 15 of the statement
- Table 7: Changes to GCs C7 and B3 (switching and number portability) – see sections 9 and 15 of the statement
- Table 8: Changes to GC A3 (Availability of services and access to emergency services) – see sections 13 and 15 of the statement
- Table 9: Proposed changes to GCs A1, A2, A4, B4, C6 and C8 and other definitions – see section 15 of the statement

¹ We acknowledge that this Annex, which includes certain changes shown in highlighted bold and strikethrough text, may not be fully accessible, including to those using screen readers. We will be publishing a full clean accessible version of the revised General Conditions alongside our further statement in December 2020. We have also explained the key changes we are making to the wording of the GCs further to our December Consultation proposals in the relevant sections of this statement.

Table 1: Changes to key defined terms used in the General Conditions – see sections 4 and 15 of the statement

The changes to the definitions will come into effect from December 2021.

Current GC definition	New GC definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow/in strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Bundle		
N/A	<p>'Bundle' means where Public Electronic Communications Services and other service(s) and/or Terminal Equipment, are provided or sold by the same Communications Provider under the same or 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:</p> <ul style="list-style-type: none"> (a) relates, or together relate, to the provision of at least one of the following: <ul style="list-style-type: none"> (i) an Internet Access Service; or (ii) a Number-based Interpersonal Communications Service; and (b) also relates, or together also relate, to the provision of at least one of the following: 	<p>In the December Consultation, we proposed changes to insert a new definition to reflect Recital 283.</p> <p>The further changes to the final definition reflect Government's approach to transposition and the definition in the EECC SI².</p> <p>See paragraphs 4.15-4.31 of our statement.</p>

² [The Electronic Communications and Wireless Telegraphy \(Amendment\) \(European Electronic Communications Code and EU Exit\) Regulations 2020](#)

Current GC definition	New GC definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow/in strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<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. 	
N/A	<p>'Content Service' means so much of any service as consists in one or both of the following:</p> <ul style="list-style-type: none"> (a) the provision of material with a view to its being comprised in Signals conveyed by means of an Electronic Communications Network; (b) the exercise of editorial control over the content of Signals conveyed by means of such a network; 	<p>New definition. This is consistent with the definition at section 32(7) of the Act.</p> <p>See paragraph 4.28 and footnote 30 of our statement.</p>
N/A	<p>'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</p>	<p>New definition. This is consistent with the definition included at section 51(9) of the Act as inserted by the EECC SI.</p>

Current GC definition	New GC definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow/in strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>information in the field of technical regulations and of rules on Information Society services (codification)</p> <p>Footnote: See <u>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)</u>. 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.</p>	<p>See paragraph 4.28 and footnote 29 of our statement.</p>

Current GC definition	New GC definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow/in strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Communications services		
<p>'Electronic Communications Service' means a service consisting in, or having as its principal feature, the conveyance by means of an Electronic Communications Network of signals, except in so far as it is a content service.</p>	<p>'Electronic Communications Service' means a service normally provided for remuneration via Electronic Communications Networks which encompasses, with the exception of services providing, or exercising editorial control over, content transmitted using Electronic Communications Networks and Electronic Communications Services, any of the following types of services provided by means of an Electronic 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>In the December Consultation, we consulted on a proposed change to this term.</p> <p>The further changes to the final definition reflect the revised definition of 'electronic communications service' being introduced in the Act through the EECC SI.</p> <p>See paragraphs 4.6-4.12 of our statement.</p>
N/A	<p>'Internet Access Service' means a service made available to the public that provides access to the internet, and thereby connectivity to virtually all end points of the internet,</p>	<p>In the December Consultation, we consulted on a new definition to reflect Art. 2 of Regulation (EU)</p>

Current GC definition	New GC definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow/in strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>irrespective of the network technology and terminal equipment used.</p>	<p>2015/2120 (see Recital 15). We have decided to adopt this definition. We note that, unlike the definition of internet access service being inserted into the Act through the EECC SI, for the purposes of the GCs, this category of service is limited to those which are made available to the public, which appropriately reflects the intended scope of the GCs.</p> <p>See paragraphs 4.13-4.14 of our statement.</p>
N/A	<p>'Interpersonal Communications Service' means a service made available to the public which is normally provided for remuneration and enables direct interpersonal and interactive exchange of information via by means of Electronic Communications Networks between a finite number of persons, whereby the persons initiating or participating in the communication determine its recipient(s). It does not include services which enable interpersonal and interactive communication merely as a</p>	<p>In the December Consultation, we consulted on a new definition to reflect Recital 17. We have decided to adopt this definition, subject to a few minor modifications to align with the new definition of interpersonal communications service being inserted into the Act through the EECC SI.</p>

Current GC definition	New GC definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow/in strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	minor ancillary feature that is intrinsically linked to another service.	See paragraphs 4.8, 4.13-4.14 of our statement.
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.	In the December Consultation, we consulted on a new definition to reflect Recital 249. We have decided to adopt this definition. See paragraphs 4.8, 4.13-4.14 of our statement.
N/A	'Number-based Interpersonal Communications Service' means an Interpersonal Communications Service made available to the public which: <ul style="list-style-type: none"> (a) connects with publicly assigned numbering resources, namely, a number or numbers in a national or international numbering plan; or (b) enables communication with a number or numbers in a national or international numbering plan. 	In the December Consultation, we consulted on a new definition to reflect the definition in Art. 2(6) and Recital 18. We have decided to adopt this definition (although we have made a minor correction to the drafting). We note that, unlike the definition of number-based interpersonal communications service being inserted into the Act through the EECC SI, for the purposes of the GCs, this category of service is limited to those which are made available to the public,

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		<p>which appropriately reflects the intended scope of the GCs.</p> <p>See paragraphs 4.8, 4.13-4.14 of our statement.</p>
<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>	<p>Definition removed</p>	<p>We propose to remove this definition and replace relevant references throughout the GCs with the new ‘Voice Communications Services’ definition, which is substantively identical. In some cases we are instead replacing these with references to the new ‘Number-based Interpersonal Communications Services’ definition where this is more appropriate.</p> <p>We explain our proposed changes at paragraphs 15.7-15.16 of our statement.</p>
<p>‘Publicly Available Internet Access Service’ means a service made available to the public that provides access to</p>	<p>Definition removed</p>	<p>We propose to remove this definition and replace references</p>

Current GC definition	New GC definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow/in strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
the internet, excluding connectivity services that directly link to a private network		<p>throughout the GCs with the new ‘Internet Access Services’ definition, which is intended to cover the same type of service.</p> <p>We explain our proposed changes at paragraphs 15.17-15.21 of our statement document.</p>
N/A	<p>‘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;</p>	<p>In the December Consultation, we consulted on a new definition to implement Art. 2(32). We have decided to adopt this definition, subject to a minor correction so that it conforms with the EECC definition.</p> <p>See paragraphs 13.15-13.20 of our statement.</p>
Categories of customers		
<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>In the December Consultation, we consulted on minor modifications to existing definition to include new defined terms in scope. We</p>

Current GC definition	New GC definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow/in strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<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, Terminal Equipment or Bundle is so provided;</p>	<p>have decided to adopt this definition, subject to a minor correction.</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>In the December Consultation, we consulted on minor modifications to existing definition to include residential customers of bundles within the scope and to reflect Art. 2(15). We have decided to adopt this definition.</p> <p>See paragraph 4.96 of our statement.</p>
<p>‘Domestic or Small Business Customers’ mean, in relation to a Communications Provider, a Customer of that Provider who is neither:</p>	<p>Removed</p>	<p>We are proposing, for clarity and consistency, to make amendments to align this terminology with the new Consumer, Microenterprise or</p>

Current GC definition	New GC definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow/in strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<p>(a) himself a Communications Provider; nor</p> <p>(b) a person who is such a Customer in respect of an undertaking carried on by him for which more than ten individuals work (whether as employees or volunteers or otherwise);</p>		<p>Small Enterprise Customer and Not-For-Profit Customer definitions. Therefore we propose to remove this definition as it will be redundant.</p> <p>See paragraphs 15.23-15.27 of our statement.</p>
<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>In the December Consultation, we consulted on minor modifications to the existing definition to include relevant customers of bundles within the scope. We have decided to adopt this definition.</p> <p>See paragraph 4.96 of our statement.</p>
N/A	<p>'Microenterprise or Small Enterprise Customer', in relation to a Communications Provider which provides services to the public, means a Customer of that provider acting in the</p>	<p>In the July Consultation, we consulted on a new definition to reflect Recital 259 (making changes</p>

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	<p>course of a business which is carried on by that Customer, and for which no more than 10 individuals work (whether as employees or volunteers or otherwise), but who is not himself a Communications Provider.</p>	<p>to the definition we proposed in the December Consultation). We have decided to adopt this definition, subject to some minor amendments to align with the definition of ‘qualifying end-user’ being inserted into the Act through the EECC Regulations.</p> <p>See paragraphs 4.62-4.76 of our statement.</p>
N/A	<p>‘Not-For-Profit Customer’, in relation to a Communications Provider which provides services to the public, means a Customer which, otherwise than as a Communications Provider, is a Customer of that provider, which is a body for which no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) and which, by virtue of its constitution or any enactment:</p> <p style="padding-left: 40px;">(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>In the July Consultation, we consulted on a new definition to reflect Recital 259 (making changes to the definition we proposed in the December Consultation). We have decided to adopt this definition subject to amending the headcount threshold to make clear that it excludes unpaid volunteers, and some minor drafting amendments to align with the new</p>

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	(b) is prohibited from directly or indirectly distributing among its members any part of its assets (otherwise than for charitable or public purposes).	definition of 'not-for-profit body' in the EECC Regulations. See paragraphs 4.77-4.88 of our statement.
'Small Business Customer', in relation to a Communications Provider which provides services to the public, means a Customer of that provider who carries on an undertaking for which no more than ten individuals work (whether as employees or volunteers or otherwise), but who is not himself a Communications Provider	Definition removed	We are proposing, for clarity and consistency, to make amendments to align this terminology with the new Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions. Therefore we propose to remove this definition as it will be redundant. See paragraphs 15.23-15.27 of our statement.
'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;	'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 ;	In the December Consultation, we consulted on minor modifications to existing definition to include relevant customers of bundles

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		within the scope. We have decided to adopt this definition.
Terminal Equipment		
N/A	<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 in either case (direct or indirect), the connection may be being made by a wire or optical fibre or electromagnetically; a connection is indirect if equipment is placed between the terminal and the interface of the network; or and</p> <p>(b) equipment which is capable of being used for the transmission or reception, or both, of radio communications signals by means of satellites or other space-based systems satellite earth station equipment;</p>	<p>In the December Consultation, we consulted on a new definition to implement Art. 2(41). We have decided to adopt this definition, subject to some amendments to reflect the definition of 'terminal equipment' being included in the Act through the EECC SI.</p> <p>See paragraph 4.28 and footnote 31 of our statement.</p>

Table 2: Changes to GC C1 (Contract requirements) – see sections 5, 7, 8, 10 and 15 of the statement

Part A: This table explains the changes we have decided to make to C1, the amendments we have made to the proposals set out in our December Consultation, and the reasons for these changes. The second column shows how C1 will apply after all the modifications we are making have come into effect (from December 2022). See Part B below which explains when each modification to C1 will come into effect.

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Scope		
<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, 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 C1 apply as follows:</p> <p>(a) Conditions C1.3 to C1.7 apply to providers of Public Electronic Communications Services, as specified in Annex 1 of this Condition, when they provide such services to:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise Customers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</p> <p>but they do not apply to such providers when they provide Machine-to-Machine Transmission Services;</p>	<p>Implements different parts of Arts. 102, 105 and 107.</p> <p>Set scope and defined terms for new requirements/ amends scope of existing requirements.</p> <p>Further to the proposals in our December Consultation, we have removed references throughout to Number-independent Interpersonal Communications Services, given the Government’s position on NIICS. We have also updated these provisions to refer to the new ‘Microenterprise or Small</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<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> <ul style="list-style-type: none"> (i) in relation to Conditions C1.8 and C1.11, Consumers and/or Microenterprise Customers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers unless such Microenterprise Customers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers have expressly agreed otherwise; (ii) in relation to Condition C1.9, Consumers; and (iii) in relation to Condition C1.10, Domestic and Small Business Customers Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers; <p>but they do not apply to such providers when they provide Number-independent</p>	<p>Enterprise Customer' definitions (as discussed above).</p> <p>We have also made some changes to C1.1(f) to ensure that it encompasses C1.5, C1.6 and C1.7 (insofar as it applies to Contract Summaries), as these provisions are also extended to Bundles in accordance with Article 107, and have added a new C1.1(g) to clarify that 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 Consumers, or Microenterprise or Small Enterprise Customers or Not-for-Profit Customers (unless they have expressly agreed otherwise).</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>Interpersonal Communications Services and/or 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 Customers, <u>Microenterprise Customers or Small Enterprise Customers</u> or Not-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 <u>End users</u> Subscribers <u>except when they provide Number-independent Interpersonal Communications Services;</u> but</p> <p>(ii) they only apply to providers of Machine-to-Machine Transmission</p>	<p>We have decided to replace references in C1.1(d) to ‘End-Users’ with ‘Subscribers’ as we think that better reflects the scope of Conditions C1.14 to C1.20 (as they should apply to those End-Users that have a contract with a Regulated Provider).</p> <p>We have decided to remove C1.2(d) as it is redundant in light of the final definition of ‘Bundle’ (as set out in Table 1 above).</p> <p>In addition, we are proposing to make amendments to C1.1(b)(iii) (which sets the scope of C1.10) to align terminology with the new Consumer, Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>Services in so far as the End-user Subscriber concerned is a Consumer, Microenterprise Customer, 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 when they provide Number-independent Interpersonal Communications Services and/or 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 and C1.22) also apply to providers of Bundles when they provide Bundles to:</p> <ul style="list-style-type: none"> (i) Consumers; and/or (ii) Microenterprise Customers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, 	<p>See sections 4, 5, 7, 8, 10 and 15 of the statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p style="text-align: center;">unless they have expressly agreed otherwise.</p> <p style="text-align: center;">(g) 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 style="text-align: center;">(i) Consumers; and/or</p> <p style="text-align: center;">(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise.</p> <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</p>	

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	<p>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, and;</p> <p>(d) a 'Bundle' is a Bundle comprising an Internet Access Service and/or a Number based Interpersonal Communications Service.</p>	
Information requirements		
<p>C1.2 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</p>	<p>C1.3 Before a Relevant Customer is bound by a contract for a Relevant Communications Service, Regulated Providers shall provide that Relevant Customer with the Contract Information set out in the Annex to Condition C1 to the extent that it relates to a service they provide.</p>	<p>Implements Art. 102(1), Art. 106 and Annex VIII.</p> <p>Amendments to existing requirements/ addition of new requirements, including a new Annex.³</p>

³ The Annex to Condition C1 is included at Table 3 of this Annex.

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<p>least the following minimum 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); (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; (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; (f) the types of maintenance services and Customer support services offered, as well as the means of contacting these services; 	<p>C1.4 The Contract Information referred to in Condition C1.3 shall be provided:</p> <ul style="list-style-type: none"> (a) in a clear and comprehensible manner; and at a time that reasonably allows the Relevant Customer to make an informed decision; and (b) on a Durable Medium. <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>	<p>Further to the changes we proposed in our December Consultation, we have decided not to specify that the Contract Information must be provided at a time that reasonably allows the Relevant Customer to make an informed decision.</p> <p>See section 5 of the statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<ul style="list-style-type: none"> (g) any restrictions imposed by the provider on the use of terminal equipment supplied; (h) the Subscriber's options as to whether or not to include his or her personal data in a directory, and the data concerned; (i) details of prices and tariffs, indicating the services provided and the content of each tariff element (with regard to charges for access, usage and/or maintenance), including details of any standard discounts applied, any special and targeted tariff schemes and any additional charges, the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained; (j) payment methods offered and any difference in costs due to payment method; (k) the duration of the contract, and the conditions for renewal and termination of services and of the contract, including: <ul style="list-style-type: none"> i. any minimum usage or duration required to benefit from promotional terms; ii. any charges related to Portability of numbers and other identifiers; and 		

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<ul style="list-style-type: none"> iii. any charges due on termination of the contract, including any cost recovery with respect to terminal equipment; (l) any applicable compensation and/or refund arrangements which will apply if contracted quality service levels are not met; (m) the means of initiating procedures for the settlement of disputes in respect of the contract; and (n) the type of action that might be taken by the Regulated Provider in reaction to security or integrity incidents or threats and vulnerabilities 		
N/A	<p>C1.5 Before the Relevant Customer is bound by entering into a contract, Regulated Providers shall provide the Relevant Customer, free of charge, with a Contract Summary.</p> <p>C1.6 The Contract Summary must be provided to the Customer at a time that reasonably allows them to make an informed decision. The contract shall only become effective once the Relevant Customer has received given their Express Consent to enter into the contract after receiving the Contract Summary</p>	<p>Implements Art. 102(3) and Art. 102(4).</p> <p>New provisions.</p> <p>Further to the changes we proposed in our December Consultation, we have decided not to specify that the Contract Summary must be provided at a time that reasonably allows the Relevant Customer to make an</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>and has expressly agreed to the terms as set out therein.</p> <p>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.</p>	<p>informed decision. We have also made some modifications to more closely align with the wording of Art 102(3), and because we think it is appropriate to refer to the customer giving their 'Express Consent' within the meaning of that definition for the purpose of the GCs. We consider this will help ensure consistency of terminology across the GCs.</p> <p>See section 5 of the statement</p>
Conditions and procedures for contract termination		
<p>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.</p>	<p>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.</p>	<p>No changes other than to defined terms.</p> <p>See paragraphs 7.7-7.22 of the statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
N/A	<p>C1.9 Without limiting the extent of Condition C1.8, Regulated Providers shall ensure that no Handset Locking Restrictions are applied to any Mobile Device sold or provided to Relevant Customers as part of a Bundle with a Relevant Communications Service that they provide.</p>	<p>We consulted on including this provision in the December Consultation.</p> <p>See Art. 105(1) and Art. 107(1).</p> <p>We have decided to adopt this new condition. See section 10 of the statement.</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>Minor drafting amendments to incorporate new defined terms and to clarify drafting, in particular to make clear that express consent needs to be provided in relation to each new commitment period.</p> <p>See paragraphs 8.99, 8.108 of the statement.</p>
Contract duration		
<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</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,</p>	<p>Implements Art. 105(1).</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
a Fixed Commitment Period of more than 24 months in duration.	that stipulates a Commitment Period of more than 24 months in duration.	Introduction of exception for Instalment Contracts for a Physical Connection. Minor drafting amendments to reflect new defined terms. See paragraphs 7.23-7.80 of our statement.
N/A	C1.12 Regulated Providers shall not extend the duration of a contract for the provision of a Relevant Communications Service where a Relevant Customer subsequently purchases an additional service or Terminal Equipment, unless that Regulated Provider obtains the Relevant Customer’s Express Consent when they enter into the contract for the provision of the additional service or Terminal Equipment.	Implements Art. 107(3). New provision. See paragraphs 7.93-7.99 of our statement.
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.	Minor drafting amendments to reflect new defined terms. See paragraphs 7.81-7.92 of our statement.

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Contractual modifications		
<p>C1.6 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 C1.6(a), inform the Subscriber of its ability to terminate the contract without penalty if the proposed modification is not acceptable to the Subscriber. 	<p>C1.14 Regulated Providers shall:</p> <ul style="list-style-type: none"> (a) give their Relevant Customers notice not shorter than one month of any contractual modifications relating to a Relevant Communications Service, or a Bundle or any elements thereof, that is provided by them, unless the proposed modification is exclusively to the benefit of that Relevant Customer, is of a purely administrative nature and has no negative effect on the Relevant Customer, or is directly imposed by law; (b) give their Relevant Customers the notice in Condition C1.14(a) in a clear and comprehensible manner on a Durable Medium. (c) at the same time as giving the notice in Condition C1.14(a), inform the Relevant Customer of their right to terminate their contract(s) in accordance with Condition C1.15, at no additional cost other than the charges set out in Condition C1.16, if the proposed modifications are not acceptable to them. 	<p>Implements Art. 105(4) and 107(1).</p> <p>Amended scope.</p> <p>Amendments to existing requirements/addition of new requirements, including new C1.15.</p> <p>Further to the proposals in our December 2019 Consultation, we have decided to make some drafting changes to clarify the application of the customer’s right to terminate the contract subject to the modification and any contract(s) forming part of a bundle.</p> <p>See paragraphs 8.3-8.66 of our statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>C1.15 At the same time as When notifying a contractual modification pursuant to Condition C1.14, Regulated Providers shall:</p> <ul style="list-style-type: none"> (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 (b) allow the Relevant Customer to terminate their contract and/or 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, unless the proposed modification is exclusively to the benefit of that Relevant Customer, is of a purely administrative nature and has no negative effect on the Relevant Customer, or is directly imposed by law. 	

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
N/A	<p>C1.16 Regulated Providers shall ensure that where a Relevant Customer exercises their right to terminate a contract or contracts in accordance with Condition C1.15, such Relevant Customer is not required to pay any additional charges other than:</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 style="padding-left: 40px;">(i) where the Bundle consists of Linked Split Mobile Contracts, the principal amount due under the Mobile Device Loan Agreement; or</p> <p style="padding-left: 40px;">(ii) in all other cases, the smaller of:</p> <p style="padding-left: 80px;">a. the remaining value of the Terminal Equipment on the day on which the contract is</p>	<p>Implements Art. 105(4) and (6).</p> <p>New provisions. Further to the proposals in our December 2019 Consultation, we have decided not to include a specific requirement relating to Linked Split Mobile Contracts in C1.17.</p> <p>See paragraphs 8.67-8.86 of our statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p style="text-align: center;">terminated in accordance with Condition C1.20, calculated in accordance with Condition C1.18; or</p> <p style="text-align: center;">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> <p>C1.17 Without limiting the extent of Condition C1.16, where a Relevant Customer exercises their right to terminate a contract or contracts pursuant to Condition C1.15, they shall not be required to pay any Early Termination Charges. In particular, where the Relevant Communications Service is provided under Linked Split Mobile Contracts, Regulated Providers shall not require the Relevant Customer to terminate their Mobile Device Loan Agreement and pay any amount due upon termination of that agreement, unless the Relevant Customer also exercises their right to terminate that agreement.</p>	

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
N/A	<p>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.</p>	<p>Implements Arts. 105(4) and (6). New provision. See paragraphs 8.67-8.86 of our statement.</p>
N/A	<p>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 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>	<p>Implements Art. 105(6), fourth paragraph. New provision. Further to our proposals in our December Consultation, we have decided to make some changes to clarify that this provision applies to all terminal equipment, not just mobile devices See paragraphs 8.87-8.93 of our statement.</p>
N/A	<p>C1.20 Subject to Condition C7.7(a), where a Relevant Customer exercises the right to terminate a contract or contracts pursuant to Condition C1.15,</p>	<p>Implements Art. 105(4).</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>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, unless the Relevant Customer expressly agrees otherwise; 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 reasonably possible after that date.</p>	<p>New provision. Further to the proposals in our December Consultation, we have decided to make some changes to the wording to ensure that it is clear that, where it is not feasible for the contract to be terminated on the day before the proposed modification comes into effect, then the provider may terminate the contract as soon as is reasonably possible after that date, provided that the relevant modification is not applied to the customer.</p> <p>See paragraphs 8.3-8.66 of our statement.</p>
C1.7 to C1.9	N/A	Deleted with effect from June 2022 (see Table at Part B below).

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Automatic prolongation and End-of-contract notification		
<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> <p>(a) the Subscriber has a contract with the Regulated Provider for Public Electronic Communications Services, other than machine-to-machine transmission services;</p> <p>(b) the contract has a Fixed Commitment Period; and</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>C1.21 Regulated Providers must comply with Conditions C1.22 to C1.23, if each of the following requirements are met:</p> <p>(a) the Relevant Customer has a contract with the Regulated Provider for a Relevant Communications Service;</p> <p>(b) the contract has a Commitment Period; and</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 Commitment Period.</p>	<p>Implements Art. 105(3). Amends scope. Minor drafting amendments to reflect new defined terms and cross-references. See paragraphs 8.97 and footnote 341 and paragraph 8.105 of the statement.</p>
N/A	<p>C1.22 Where Condition C1.21 applies, Regulated Providers shall ensure that after following the automatic prolongation of the contract for the Relevant Communications Service:</p>	<p>Implements Art. 105(3), first sentence. New provision. We have made some changes to clarify the application of this provision.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<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 all any contracts forming part of a Bundle with that contract, with a notice period of one month, in so far as the bundled contract(s) has(have) also been automatically prolonged after the expiry of their following the expiry of the Commitment Period and automatic prolongation of the relevant bundled contracts; 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>	See paragraphs 8.94-8.108 of our statement.
N/A	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.	Implements Art 105(3). New provision. See paragraphs 7.100-7.119 of the statement.

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<p>C1.11 If the Subscriber is a Consumer, the End-of-Contract Notification shall include the following information in respect of the Subscriber’s contract, in a clear and comprehensible form:</p> <ul style="list-style-type: none"> (a) the date on which the Fixed Commitment Period for that contract ends; (b) details of the services provided by the Regulated Provider to the Subscriber under that contract; (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); (d) a message that the Subscriber may terminate that contract without paying an Early Termination Charge after the Fixed Commitment Period ends; (e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Subscriber; (f) how the Subscriber may terminate that contract; 	<p>C1.24 If the Relevant Customer is a Consumer, the End-of-Contract Notification shall include the following information in respect of the contract for the Relevant Communications Service, in a clear and comprehensible form:</p> <ul style="list-style-type: none"> (a) the date on which the Commitment Period for that contract ends; (b) details of the services provided by the Regulated Provider to the Relevant Customer under that contract; (c) the notice period (if any) which applies to the Relevant Customer under that contract (where the contract is for a Mobile Communications Service, the Regulated Provider may instead include a message that a notice period may apply); (d) a message that the Relevant Customer may terminate that contract without paying an Early Termination Charge after the Commitment Period ends; 	<p>Implements Arts. 105(3) and 107(1).</p> <p>Minor drafting amendments to reflect new defined terms. New requirement for End-of-Contract Notification to include details of any other contracts forming part of a Bundle, and the dates on which the Commitment Periods end for those other contracts.</p> <p>See paragraphs 7.100-7.119 of the statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<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 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>(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>(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>	

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<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>(m) the Regulated Provider's best tariffs.</p>	
C1.12	C1.25	No changes other than to defined terms.
N/A	<p>C1.26 If the Relevant Customer is a Microenterprise Customer, Microenterprise or Small Enterprise Customer or Not-For-Profit Customer, the End-of-Contract Notification referred to in Condition C1.25 must include details of other contracts between the Regulated Provider and the Relevant Customer which form part of a Bundle with the contract for the Relevant Communications Service, unless the Relevant Customer has expressly agreed otherwise.</p>	<p>Implements Art. 107(4).</p> <p>New provision. Minor change from proposals in our December Consultation to reflect the new Microenterprise or Small Enterprise Customer definition.</p>
C1.13 – C1.15	C1.27 – C1.29	No changes other than to defined terms.

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Annual best tariff information		
<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> <p>(a) the Subscriber has a contract with the Regulated Provider for Public Electronic Communications Services, other than machine-to-machine transmission services; and</p> <p>(b) the contract is not subject to a Fixed Commitment Period.</p>	<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> <p>(a) the Relevant Customer has a contract with the Regulated Provider for a Relevant Communications Service; and</p> <p>(b) the contract was previously subject to a Commitment Period which has now expired.⁴</p>	<p>Implements Arts. 105(3) & 107(1)</p> <p>Minor drafting amendments to reflect new defined terms.</p> <p>In our July Consultation we proposed to make certain changes to reduce the scope of this provision. We have decided to adopt these changes, which will come into effect from the date of this statement.</p> <p>See paragraphs 7.129-7.152 of the statement and the Notification at Annex 12.</p>
N/A	<p>C1.31 If the Relevant Customer is a Microenterprise Customer, Microenterprise or Small Enterprise Customer or Not-For-Profit Customer, the provision</p>	<p>Implements Art. 107(4).</p> <p>New provision. Minor change from proposals in our December</p>

⁴ Amendment in blue highlighted text will take effect in Condition C1.16 from the date of this Statement.

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>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>Consultation to reflect the new Microenterprise or Small Enterprise Customer definition.</p>
C1.17	C1.32	No changes other than to defined terms.
<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> <ul style="list-style-type: none"> (a) a message that the contract is not currently subject to a Fixed Commitment Period; (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 that a notice period may apply); 	<p>C1.33 An Annual Best Tariff Notification shall include the following information in respect of the Relevant Customer’s contract for the Relevant Communications Service, in a clear and comprehensible form:</p> <ul style="list-style-type: none"> (a) a message that the contract is not currently subject to a Commitment Period; (b) the notice period (if any) which applies to the Relevant Customer under that contract (where the contract is for a Mobile Communications Service, the Regulated Provider may instead include a message that a notice period may apply); 	<p>Implements Art. 107(1).</p> <p>Minor drafting amendments to reflect new defined terms. New requirement for Annual Best Tariff Notification to include details of any other contracts forming part of a Bundle, and the dates on which the Commitment Periods end for those other contracts.</p> <p>See paragraphs 7.100-7.119 of our Statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<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>(g) details of the options available to the Subscriber; and</p> <p>(h) the Regulated Provider’s best tariffs.</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>(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>	
C1.19 – C1.21	C1.34 – C1.36	No changes (other than renumbering).

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Definitions		
N/A	'Contract Information' means the information set out in the Annex to Condition C1;	See Art. 102(1) and Annex VIII. 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 draft 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; Footnote: See Commission Implementing Regulation (EU) 2019/2243	See Art. 102(3) and Recital 261. New definition. We have updated the wording proposed in our December Consultation to refer to the final Commission Implementing Regulation (EU) 2019/2243 as published. See paragraph 5.151 of the statement.
'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 ;	Revised definition. Minor amendments for consistency with changes to 'Fixed Commitment Period' definition.
'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	'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	Revised definition to reflect Art. 107(3) and Art. 106.

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
separately for each Fixed Commitment Period in a manner which has enable the Customer to make an informed choice.	Communications Provider has obtained such consent in a manner which has enabled the Customer to make an informed choice.	
'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;	'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.	Minor drafting amendment to reflect new amended scope and new defined terms. See footnote 242 and paragraph 7.50 in section 7 of the statement See Art 105(1).
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 for use in relation to new Condition C1.9.
N/A	'Instalment Contract for a Physical Connection' means a contract in which a Consumer, Microenterprise Customer, Microenterprise or Small Enterprise Customer or Not-For-Profit Customer, as the case may be, has agreed to	New definition for use in GC C1.11. Minor change from proposals in our December Consultation to reflect the new

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	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.	Microenterprise or Small Enterprise Customer definition. See Art 105(1).
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 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.	New definition reflecting Recital 283; used in new GC C1.16.
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 for use in new provisions in GC C1.
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	New definition for use in new provisions in GC C1.

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough text reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	commits to repaying in installments over an agreed period of time;	
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 with an Internet Access Service and/or a Number-based Interpersonal Communications Service.	New definition to reflect Recital 263. We have made some minor changes to reflect the revised definition of 'Bundle' (see Table 1 above).
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 for use in the Annex to C1, Table B, point (1)(d) (see Table 3 below). See paragraph 5.152 of the statement.
N/A	'Terminal Equipment Fee' means a proportion of the Core Subscription Price which reflects the provision of Terminal Equipment included in a Bundle with an Internet Access Service and/or a Number-based Interpersonal Communications Service. It excludes any amount due under a Mobile Device Loan Agreement;	New definition for use in proposed GC C1.16. We have made some minor changes to reflect the revised definition of 'Bundle' (see Table 1 above).

Part B: This table explains when the modifications to C1 will come into effect in the period between December 2021 and December 2022.

<p>Column 1:</p> <p>Current GC / definition</p>	<p>Column 2:</p> <p>Changes coming into force in December 2021 (amendments to existing drafting shown in bold text)</p>	<p>Column 3:</p> <p>Changes coming into force in June 2022 (further amendments to drafting shown in bold text)</p>	<p>Column 4</p> <p>Changes coming into force in December 2022 (further amendments to drafting shown in bold text)</p>
<p>Scope</p>			
<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, 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 C1 apply as follows:</p> <p>(a) Conditions 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>(i) in relation to Conditions C1.8 and C1.11, Consumers and/or</p>	<p>C1.1 The provisions of this Condition C1 apply as follows:</p> <p>(a) Conditions C1.3 to C1.7 apply to providers of Public Electronic Communications Services, as specified in Annex 1 to this Condition, when they provide such services to:</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>No further changes (although certain provisions of the Annex to C1 will come into effect from this date – see Table 3 below)</p>

Column 1: Current GC / definition	Column 2: Changes coming into force in December 2021 (amendments to existing drafting shown in bold text)	Column 3: Changes coming into force in June 2022 (further amendments to drafting shown in bold text)	Column 4 Changes coming into force in December 2022 (further amendments to drafting shown in bold text)
	<p style="text-align: center;">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 or Not-For-Profit Customers;</p> <p style="text-align: center;">but they do not apply to such providers when they</p>	<p style="text-align: center;">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</p>	

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	<p>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 Customers or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise;</p>	<p>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 Interpersonal Communications Services</p>	

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	<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>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have</p>	<p>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 C1.14 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</p>	

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	<p style="text-align: center;">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 style="padding-left: 40px;">(i) Consumers; and/or</p> <p style="padding-left: 40px;">(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise.</p> <p>C1.2 In this Condition C1:</p>	<p style="text-align: center;">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 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</p>	

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	<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</p>	<p>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 stated in the relevant Condition when they provide Bundles to:</p> <p>(i) Consumers; and/or</p>	

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	<p>Condition C1.1 is a 'Relevant Customer' for the purposes of that provision.</p>	<p>(ii) Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless they have expressly agreed otherwise.</p> <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'</p>	

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		<p>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>	
Information requirements			
C1.2 Regulated Providers, when offering to provide, or providing, connection to a Public Electronic Communications Network and/or Public Electronic	C1.3 Regulated Providers, when offering to provide, or providing, connection to a Public Electronic Communications Network and/or Public Electronic	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	No further changes (although certain provisions of the Annex to C1 will come into effect from this date – see Table 3 below)

Column 1: Current GC / definition	Column 2: Changes coming into force in December 2021 (amendments to existing drafting shown in bold text)	Column 3: Changes coming into force in June 2022 (further amendments to drafting shown in bold text)	Column 4 Changes coming into force in December 2022 (further amendments to drafting shown in bold text)
<p>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 requirements in a clear, comprehensive and easily accessible form:</p> <p>(a) the name and registered address of the Regulated Provider;</p> <p>(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</p>	<p>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 requirements in a clear, comprehensive and easily accessible form:</p> <p>(a) the name and registered address of the Regulated Provider;</p> <p>(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</p>	<p>Information set out in the Annex to Condition C1 to the extent that it relates to a service they provide.</p> <p>C1.4 The Contract Information referred to in Condition C1.3 shall be provided:</p> <p>(a) in a clear and comprehensible manner;</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</p>	

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<p>of access to Emergency Organisations;</p> <p>(c) information on any other conditions limiting access to and/or use of services and applications (where such conditions are permitted under national law);</p> <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>of access to Emergency Organisations;</p> <p>(c) information on any other conditions limiting access to and/or use of services and applications (where such conditions are permitted under national law);</p> <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>importance of downloading such document.</p>	

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<p>(f) the types of maintenance services and Customer support services offered, as well as the means of contacting these services;</p> <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</p>	<p>(f) the types of maintenance services and Customer support services offered, as well as the means of contacting these services;</p> <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</p>		

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<p>means by which up-to-date information on all applicable tariffs and 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> <ul style="list-style-type: none"> i. any minimum usage or duration required to benefit from promotional terms; ii. any charges related to Portability of numbers and other identifiers; and iii. any charges due on termination of the contract, including any cost recovery with 	<p>means by which up-to-date information on all applicable tariffs and 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> <ul style="list-style-type: none"> i. any minimum usage or duration required to benefit from promotional terms; ii. any charges related to Portability of numbers and other identifiers; and iii. any charges due on termination of the contract, including any cost recovery with 		

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<p>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>	<p>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>		
<p>N/A</p>	<p>C1.5 [INTENTIONALLY LEFT BLANK]</p> <p>C1.6 [INTENTIONALLY LEFT BLANK]</p>	<p>C1.5 Before entering into a contract, Regulated Providers shall provide the Relevant Customer, free of</p>	<p>No further changes</p>

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	C1.7 [INTENTIONALLY LEFT BLANK]	<p>charge, with a Contract Summary.</p> <p>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.</p> <p>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.</p>	

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Conditions and procedures for contract termination			
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.	No further changes	No further changes
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 Communications Service that they provide.	No further changes	No further changes

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<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>No further changes</p>	<p>No further changes</p>
Contract duration			
<p>C1.4 Regulated Providers shall not include a term in any contract with a Consumer for the provision of Electronic</p>	<p>C1.11 Regulated Providers shall not include a term in any contract, other than an Instalment Contract for a Physical</p>	<p>No further changes</p>	<p>No further changes</p>

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<p>Communications Services that stipulates a Fixed Commitment Period of more than 24 months in duration.</p>	<p>Connection, with a Relevant Customer, that stipulates a 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</p>	<p>No further changes</p>	<p>No further changes</p>

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	of the 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.	No further changes	No further changes
Contractual modifications			
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;	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;	C1.14 Regulated Providers shall: (a) give their Relevant Customers notice not shorter than one month of any contractual modifications relating to a Relevant Communications Service, or a Bundle or any elements thereof, that is	No further changes

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<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 C1.6(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>(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>	<p>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 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>C1.15 At the same time as notifying a contractual modification pursuant to Condition C1.14, Regulated Providers shall:</p>	

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		<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>	

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<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>C1.8 For the purposes of Condition C1.7, an increase in the Core Subscription Price includes:</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 Period⁵ is a contractual modification likely to be of material detriment to a Consumer or Microenterprise or Small Enterprise Customer⁶ or Not-For-Profit Customer for the purposes of Condition C1.14(a) unless it falls within Condition C1.17.</p> <p>C1.16 For the purposes of Condition C1.15, an increase</p>	<p>Deleted.</p>	<p>N/A</p>

⁵ We are proposing to align this definition with the new Commitment Period definition in the GCs which will apply from this point in time

⁶ We are proposing to amend the wording in this condition to align with the new 'Microenterprise or Small Enterprise Customer' and 'Not-For-Profit Customer' definitions with effect from December 2021 for consistency with the definitions in the GCs which will apply from this point in time. See paragraphs 15.23-15.24 of the statement

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<p>(a) any modification of any contractual term or condition providing for the Subscriber to pay the Regulated Provider which results in an increase to the Core Subscription Price;</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>in the Core Subscription Price includes:</p> <p>(a) any modification of any contractual term or condition providing for the Subscriber to pay the Regulated Provider which results in an increase to the Core Subscription Price;</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</p>		

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<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 mandatory provisions laid down by Government or regulatory authorities, payment of which is compulsory.</p> <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</p>	<p>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 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>		

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<p>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>(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</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; and</p> <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</p>		

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mandatory provisions laid down by Government or regulatory authorities, payment of which is compulsory.	specifically applicable taxation charge or regulatory levy imposed by mandatory provisions laid down by Government or regulatory authorities, payment of which is compulsory.		
N/A	N/A	C1.16 Regulated Providers shall ensure that where a Relevant Customer exercises their right to terminate a contract or contracts in accordance with Condition C1.15, such Relevant Customer is not required to pay any additional charges other than: (a) the Service Fee(s) for the period ending on the day	No further changes

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		<p>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> <p>(ii) in all other cases, the smaller of:</p>	

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		<p style="text-align: center;"> 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 style="text-align: center;"> 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> <p> C1.17 Without limiting the extent of Condition C1.16, where a </p>	

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		<p>Relevant Customer exercises their right to terminate a contract or contracts pursuant to Condition C1.15, they shall not be required to pay any Early Termination Charges.</p>	
N/A	C1.18 [INTENTIONALLY LEFT BLANK]	<p>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</p>	No further changes

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		made towards the cost of the equipment.	
N/A	C1.19 [INTENTIONALLY LEFT BLANK]	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 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	No further changes

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		contract(s) is(are) terminated pursuant to Condition C1.20.	
N/A	C1.20 [INTENTIONALLY LEFT BLANK]	<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 this 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</p>	<p>C1.20 Subject to Condition C7.7(a), where a Relevant Customer exercises the right to terminate a contract or contracts pursuant to Condition C1.15, 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 this is not feasible for the contract to be terminated in accordance with (a), and provided that the relevant modification is not applied to the Relevant Customer,</p>

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		Relevant Customer, as soon as reasonably possible after that date.	as soon as reasonably possible after that date.
Automatic prolongation and End-of-contract notification			
<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> <p>(a) the Subscriber has a contract with the Regulated Provider for Public Electronic Communications Services, other than machine-to-machine transmission services;</p> <p>(b) the contract has a Fixed</p>	<p>C1.21 Regulated Providers must comply with Conditions C1.22 to C1.23, if each of the following requirements are met:</p> <p>(a) the Relevant Customer has a contract with the Regulated Provider for a Relevant Communications Service;</p> <p>(b) the contract has a Commitment Period; and</p> <p>(c) the terms of the contract provide (or</p>	No further changes	No further changes

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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 Fixed Commitment Period.	governing law provides) for the contract to be automatically prolonged after the expiry of the Commitment Period.		
N/A	C1.22 Where Condition C1.21 applies, Regulated Providers shall ensure that following the automatic prolongation of the contract for the Relevant Communications Service: (a) the Relevant Customer has the right to terminate the contract with a notice period of one month;	No further changes	No further changes

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	<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 of their Commitment Period and automatic prolongation of the relevant bundled contracts; 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>		
N/A	C1.23 Where Condition C1.21 applies, Regulated Providers	No further changes	No further changes

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	<p>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>C1.11 If the Subscriber is a Consumer, the End-of-Contract Notification shall include the following information in 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>C1.24 If the Relevant Customer is a Consumer, the End-of-Contract Notification shall include the following information in respect of the contract for the Relevant Communications Service, in a clear and comprehensible form:</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</p>	<p>No further changes</p>	<p>No further changes</p>

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<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 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>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 contract without paying an Early Termination Charge after the Commitment Period ends;</p> <p>(e) details of other contracts for Public Electronic Communications Services</p>		

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<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 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>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>(i) the Core Subscription Price that will be payable by the Relevant Customer for the services referred to in (b)</p>		

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<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>(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>		

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	(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. At the same time, the Regulated Provider must give the Relevant Customer best tariff advice relating to their services.	No further changes	No further changes
N/A	C1.26 If the Relevant Customer is a Microenterprise or Small Enterprise Customer or Not-For-Profit Customer , the End-of-Contract Notification referred to in Condition C1.25 must include details of	No further changes	No further changes

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	<p>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>C1.14 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</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>C1.28 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</p>	<p>No further changes</p>	<p>No further changes</p>

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<p>also be separate and distinct from any other communication.</p> <p>C1.15 Regulated Providers must retain a record of each End-of-Contract Notification it sends to a Consumer, and the date on which it was sent, for a period of at least 12 months.</p>	<p>must also be separate and distinct from any other communication.</p> <p>C1.29 Regulated Providers must retain a record of each End-of-Contract Notification it sends to a Consumer, and the date on which it was sent, for a period of at least 12 months.</p>		
Annual best tariff information			
<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> <p>(a) the Subscriber has a contract with the Regulated Provider for Public Electronic Communications Services,</p>	<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> <p>(a) the Relevant Customer has a contract with the Regulated Provider for a</p>	<p>No further changes</p>	<p>No further changes</p>

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<p>other than machine-to-machine transmission services; and</p> <p>(b) the contract was previously subject to a Fixed Commitment Period which has now expired.</p>	<p>Relevant Communications Service; and</p> <p>(b) the contract was previously subject to a 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</p>	<p>No further changes</p>	<p>No further changes</p>

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	bundled contract is subject to a Commitment Period.		
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 that Subscriber, in the manner and form specified by Conditions C1.18 to C1.20.	C1.32 If a Relevant Customer is a Consumer, the Regulated Provider must comply with Condition C1.30 by sending an Annual Best Tariff Notification to that Relevant Customer , in the manner and form specified by Conditions C1.33 to C1.35.	No further changes	No further changes
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: (a) a message that the contract is not currently subject to a Fixed Commitment Period;	C1.33 An Annual Best Tariff Notification shall include the following information in respect of the Relevant Customer's contract for the Relevant Communications Service , in a clear and comprehensible form:	No further changes	No further changes

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<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 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</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 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</p>		

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<p>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>(g) details of the options available to the Subscriber; and</p> <p>(h) the Regulated Provider’s best tariffs.</p>	<p>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>(g) the dates on which the Commitment Periods end for the other contracts referred to in (e) and (f);</p>		

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	<p>(h) details of the options available to the Relevant Customer; and</p> <p>(i) the Regulated Provider's best tariffs.</p>		
<p>C1.19 Regulated Providers must send an Annual Best Tariff Notification at least once in every 12-month period.</p> <p>C1.20 Regulated Providers must send an Annual Best Tariff Notification via a Durable Medium that is separate and distinct from any other communication, and otherwise in a prominent manner.</p> <p>C1.21 Regulated Providers must retain a record of each Annual Best Tariff Notification it sends to a</p>	<p>C1.34 Regulated Providers must send an Annual Best Tariff Notification at least once in every 12-month period.</p> <p>C1.35 Regulated Providers must send an Annual Best Tariff Notification via a Durable Medium that is separate and distinct from any other communication, and otherwise in a prominent manner.</p> <p>C1.36 Regulated Providers must retain a record of each Annual Best Tariff Notification it sends to a Consumer, and</p>	<p>No further changes</p>	<p>No further changes</p>

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Consumer, and the date on which it was sent, for a period of at least 12 months.	the date on which it was sent, for a period of at least 12 months.		

Table 3: Mark up of changes to the Annex 1 to Condition C1

Changes to the Annex following our December 2019 proposals are shown in highlighted bold and strikethrough text. Apart from where indicated, the Annex to C1 will come into effect from June 2022. A number of provisions, as indicated, take effect from December 2022. See further section 5 of the statement.

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	a) identity, such as its trading name; b) telephone number (where available) ; c) registered address;	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	a) the main characteristics of the service provided, including: (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	a) the price of the service (including VAT), including:	b) the cost of using the means of distance communication for the conclusion of the

	<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>	contract where that cost is calculated other than at the basic rate;
4. Delivery of service	<ul style="list-style-type: none"> a) the arrangements for payment; b) the arrangements for the provision of the Relevant Electronic Communications Service(s), including, as accurately as possible, the likely date of provision of the service; 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 Provider⁷]. 	
5. Duration, renewal and termination of contract	<ul style="list-style-type: none"> a) the duration of the contract including the Commitment Period; b) any minimum use or duration required to benefit from promotional terms; c) the conditions for renewal and termination of the contract, including any applicable Early Termination 	

⁷ Note that this provision will not come into effect until December 2022.

	<p>Charges and any applicable notice period that the 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 Fixed Contract Commitment Period, including any fees involved; and</p> <p>e) [information on the right to a refund of any remaining credit in relation to prepaid services in the event of switching Communications Providers in accordance with Condition C7.7]⁸.</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 consumers 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 consumers Relevant Customers, which apply if the Regulated Provider responds inadequately to a</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 Note that this provision will not come into effect until December 2022.

	<p>security incident, threat or vulnerability;</p> <p>b) [the right to compensation for failure to comply with the requirements of Condition C7 Switching and number portability, including how such compensation can be accessed and how it will be paid] ⁹;</p>	
8. Right to cancel		<p>a) where a cooling off period applies,¹⁰ 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 Consumer will not benefit from a right to cancel or, where applicable, the circumstances under which the consumer Consumer loses his right to cancel.</p>

Table B – Additional Information Requirements for Internet Access Services and **Number-based Interpersonal Communications Services**

⁹ Note that this provision will not come into effect until December 2022.

¹⁰ See Regulation 32 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

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 Internet Access Services 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

	<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); 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.
2. Terminal equipment	<p>a) any conditions, including fees, imposed by the Regulated Provider on the use of Terminal Equipment, such as any Handset Locking Restrictions.</p>
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 data protection legislation 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 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 consumer 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 services Emergency Organisations or caller location information 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 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 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 ¹¹	
Type of information	Information required
1. General switching information	a) the information set out in Condition C7.11.

¹¹ Note Table D will not come into effect until December 2022.

Table 4: Changes to GC C2 (Information publication and transparency requirements) – see sections 6 and 15 of the statement

The changes to GC C2 (including the proposed changes, if implemented) come into effect from December 2021, with the exception of the specified changes to GC C2.18 and GC 2.19 (new GC 2.15) which will come into effect from June 2022.

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Scope		
<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 Customers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers, unless such Microenterprise Customers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers have expressly agreed otherwise;</p>	<p>Implements Arts. 103(1) and 107(1).</p> <p>Set scope and defined terms for proposed new requirements.</p> <p>Further to the proposals in our December Consultation, we have replaced references to ‘Interpersonal Communications Services’ with references to ‘Number-based Interpersonal Communications Services’, given the Government’s position on NIICS. We have also updated these provisions to refer to the new ‘Microenterprise or Small</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<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 to 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 End-Users Consumers.</p> <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</p>	<p>Enterprise Customer' definitions (as discussed in Table 1 above). We have also clarified that C2.1(d) should apply when IAS and NBICS are provided to Consumers rather than End-Users (this was an error in Annex 11 of the December Consultation, but the correct wording was used in Annex 16, the proposed amended consolidated version of the GCs).</p> <p>We have also decided to remove C2.2(c) as it is redundant in light of the new definition of 'Bundle' (as set out in Table 1 above).</p> <p>We explain the changes in sections 4 and 6 of our statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>Communications Service' for the purposes of that provision.</p> <p>(c) 'Bundle' is a Bundle comprising an Internet Access Service and/or a Number-based Interpersonal Communications Service.</p>	
General information publication requirements		
<p>C2.2 Regulated Providers shall ensure that clear and up-to-date information on the applicable prices and tariffs and 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> <p>(a) the name and registered office address of the Regulated Provider;</p> <p>(b) a description of the services offered;</p>	<p>C2.3 Regulated Providers shall publish the following information in respect of any Relevant Communications Services or Bundles they provide under standard terms and conditions:</p> <p>(a) the contact details of the Regulated Provider;</p> <p>(b) a description of the services offered, including the main characteristics of each service provided, such as:</p> <p>(i) any minimum quality of service levels, where offered; and</p> <p>(ii) any restrictions imposed by the provider on the use of Terminal Equipment they sell or provide,</p>	<p>Implements Art. 103(1) and Annex IX.</p> <p>Introduces additional publication requirements.</p> <p>Further to the proposals in our December Consultation, we have removed references to Number-independent Interpersonal Communications Services, given the Government's position on NIICS and made some minor changes to refer to defined terms throughout the GCs for clarity.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<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, 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>(g) any available dispute resolution mechanisms, including those developed by the Regulated Provider.</p>	<p>including any Handset Locking Restrictions;</p> <p>(c) the tariffs of the Regulated Provider indicating the services provided and the content of each tariff element (with regard to charges for access, usage and/or maintenance), including details of:</p> <ul style="list-style-type: none"> (i) any allowances included in specific tariff plans, such as in relation to gigabits of data, voice minutes and messages; (ii) any usage charges for any additional use of services or facilities, or for use of any additional services or facilities not included in (i); (iii) numbers or services subject to particular pricing conditions; (iv) access and maintenance charges; (v) any special and targeted tariff schemes; (vi) any additional charges; and 	<p>We explain the changes in paragraphs 6.34-6.58 of our statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<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 charges due for early termination 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 services Emergency Organisations and caller location Caller Location Information, or any limitation on the latter and, where the Regulated Provider provides Number-independent Interpersonal Communications Services, information on the degree to which access to emergency services is supported or not;</p>	

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<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>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>C2.4 Regulated Providers shall, upon request, provide Ofcom with the information listed in Condition C2.3 ahead of publication.</p>	
Unbundled tariff and personal numbers information publication requirements		

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<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>Implements Art. 103(1) and Annex IX.</p> <p>Minor modifications to cross-refer to requirements in GC 2.3(c).</p>
<p>C2.5</p>	<p>C2.6</p>	<p>No changes other than cross-references to other provisions.</p>
<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</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</p>	<p>Minor modifications to cross-refer to requirements in GC 2.3(c).</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<p>(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>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>	
C2.7 – C2.8	C2.8 – C2.9	No changes other than cross-references to other provisions.
<p>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.</p>	<p>C2.10 Where a Regulated Provider applies different tariffs for Small Business Customers Microenterprise or Small Enterprise Customers or Not-For-Profit Customers to those it applies to Consumers, it must ensure that its pricing for Small Business Customers Microenterprise or Small Enterprise Customers or Not-For-Profit Customers is transparent and inform such Small Business Customers Microenterprise or Small Enterprise Customers or Not-For-Profit Customers where the tariff is a business tariff.</p>	<p>We are proposing to make amendments to align terminology with the new Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p> <p>See paragraphs 15.23-15.27 of the statement.</p>
Premium rate service information publication requirements		

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<p>C2.10 In relation to Controlled Premium Rate Services ('CPRS'), Regulated Providers shall provide on request and free of charge the following information and advice to Domestic and Small Business Customers:</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 Services Authority on its website; 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</p>	<p>C2.11 In relation to Controlled Premium Rate Services ('CPRS'), Regulated Providers shall provide on request and free of charge the following information and advice to Domestic and Small Business Customers 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 Services Authority on its website; and</p> <p>(ii) dealing with formal complaints about abuses of service content, non-compliance with the Phone-paid Services Authority's</p>	<p>We are proposing to make amendments to align terminology with the new Consumer, Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p> <p>See paragraphs 15.23-15.27 of the statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
unlawful operation of services and numbers.	code of practice and other alleged unlawful operation of services and numbers.	
C2.11	C2.12	No changes other than cross-references to other provisions.
Information required to be displayed in public pay telephones		
C2.15	C2.13	No changes.
Transparency requirements in relation to SME customers		
<p>C2.16 In addition to any information required under Condition C2.3, 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:</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>C2.14 As part of the information published in accordance with Condition C2.3(b) and (i), a Regulated Provider must publish the following information in respect of any standard form contract it offers to SME Customers (whether exclusively or amongst others) for Relevant Communications Services:</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>Implements Art. 103(1) and Annex IX.</p> <p>Minor modifications to cross-refer to other provisions (in particular the requirements in GC C2.3), and in defined terms. We have made a minor correction to the proposed drafting of C2.15 to ensure it is clear that the scope of the condition remains the same as presently. We have also made a further correction since publishing our statement on 27</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<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 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</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 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</p>	<p>October 2020, to reinsert reference to GC C2.19 (which was erroneously omitted) and to clarify that GC C2.19 continues to apply in respect of those customers to which GC C1.3 (regarding the provision of Contract Information) will not apply. The changes to GC C2.18 and C2.19 (new GC C2.15) relating to the provision of contract information under GC C1.3 will come into effect alongside GC C1.3 in June 2022.¹²</p>

¹² In the period between December 2021 and June 2022, GC C2.15 will read: “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 is separate and distinct from the SME Customer’s contract.”

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<p>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>C2.19 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>negotiation between the Regulated Provider and a SME Customer.</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), 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>	
Method of publication		

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<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> <p>(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</p> <p>(b) placing a copy of the information in plain English, in an easily accessible and reasonably prominent manner on their website or, where there is no such website, in such manner and form as directed by Ofcom.</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>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>Implements Article 103(1) and Annex IX.</p> <p>Amended to remove requirement to send information to End-User.</p> <p>Other minor proposed modifications to clarify drafting.</p> <p>See paragraphs 6.34-6.58 of the statement.</p>
Processes and procedures		
<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</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</p>	<p>We have made a minor change to the numbering of the conditions referred to in order</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
respond to complaints and enquiries and to monitor their compliance with the requirements.	respond to complaints and enquiries and to monitor their compliance with the requirements.	to ensure the scope of this condition remains the same.
C2.14	C2.18	No changes other than renumbering.
Provision of data to third parties		
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; (c) set out clear and objective criteria on which the comparison is to be based; (d) use plain and unambiguous language; 	<p>Implements Art. 103(2) and Art. 103(3).</p> <p>New provisions.</p> <p>See paragraphs 6.70-6.112 of the statement.</p>

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>(e) provide accurate and up-to-date information and state the time of the last update;</p> <p>(f) be open to any Regulated Provider making available the relevant information in accordance with Condition C2.19;</p> <p>(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;</p> <p>(h) provide an effective procedure to report incorrect information; and</p> <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>	

Current GC / definition	New GC / definition [changes to drafting from the current GCs are in bold text; changes highlighted in yellow /strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	(b) the minimum quality of service where offered, or the Regulated Provider is required to publish such information.	
Definitions		
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> <p>(a) prices and tariffs of services provided against recurring or consumption-based direct monetary payments; and</p> <p>(b) minimum quality of service where offered, or the Regulated Provider is required to publish such information.</p>	<p>Implements Art. 103(2) and Art. 103(3).</p> <p>New provisions. Minor change to our proposals to limit scope to Number-based Interpersonal Communications Services, given the position on NIICS.</p>

Table 5: Changes to GC C3 (Billing requirements) – see sections 6 and 15 of the statement

The changes to GC C3 (including the proposed changes, if implemented) come into effect from December 2021

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Scope		
<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 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 complete financial year is less than £55 million; and</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 Electronic Communications Service;</p> <p>(b) Conditions C3.4 to C3.6 apply to any provider of Publicly Available Telephone Services Voice Communications 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 complete financial year is less than £55 million;</p>	<p>Modifications to amend scope of C3.7 and to refer to scope of new C3.13 and C3.14 in order to implement Art 102(5). Further to the proposals in our December Consultation, we have replaced references to ‘Interpersonal Communications Services’ with references to ‘Number-based Interpersonal Communications Services’, given the position on NIICS. We have also updated these provisions to refer to the new ‘Microenterprise or Small Enterprise Customer’ definitions (as discussed above). See sections 4 and 6 of the statement.</p> <p>We are also proposing to amend the scope of these provisions to align terminology across the GCs.</p>

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<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>(c) Condition C3.7 applies to any person who provides Number-based Interpersonal Communications Services and/or Publicly Available Internet Access Services;</p> <p>(d) Conditions C3.8 to C3.12 apply to any person who provides Publicly Available Telephone Services Voice Communications Services and/or Publicly Available Internet Access Services to a Subscriber;</p> <p>(e) Conditions C3.13 and C3.14 apply to any person who provides Number-based Interpersonal Communications Services and/or Publicly Available Internet Access Services when they provide such services to Subscribers who are:</p> <p>(i) Consumers; and/or</p> <p>(ii) Microenterprise Customers, 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>Specifically we consider it appropriate to use the new 'Voice Communications Service' definition in place of the previous 'Publicly Available Telephone Services' definition (which is substantively identical) in C3.1(b) and (d) and to refer to the new 'Internet Access Services' definition in C3.1(b), (c), (d) and (e) for consistency.</p> <p>We explain our proposed changes in paragraphs 15.7-15.9 and 15.17-15.21 of the statement.</p>

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.	
Accurate billing		
C3.2 – C3.3	C3.2-C3.3	No changes
Total metering and billing systems		
C3.4	C3.4	No changes
<p>C3.5 Regulated Providers shall:</p> <ul style="list-style-type: none"> (a) apply to an Approval Body for Approval of any Total Metering and Billing System they use in respect of the Publicly Available Telephone Services and/or Publicly Available Internet Access Services they provide, in accordance with the process specified by Ofcom in a direction issued under Condition C3.4; (b) obtain Approval for these services as soon as is practicable; and (c) comply with any directions made by the Approval Body in respect of such Approval. 	<p>C3.5 Regulated Providers shall:</p> <ul style="list-style-type: none"> (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 Voice Communications Services and/or Publicly Available Internet Access Services they provide, in accordance with the process specified by Ofcom in a direction issued under Condition C3.4; (b) obtain Approval for these services as soon as is practicable; and (c) comply with any directions made by the Approval Body in respect of such Approval. 	<p>Proposed minor modifications to align definitions throughout the GCs. Specifically we consider it appropriate to use the new 'Voice Communications Service' definition in place of the previous 'Publicly Available Telephone Services' definition (which is substantively identical) and to refer to the new 'Internet Access Services' definition for consistency.</p> <p>See paragraphs 15.7-15.9 and 15.17-15.21 of the statement.</p>

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow reflect further changes since the December 2019 Consultation]	Short explanation of amendment
C3.6	C3.6	No changes
Access to billing information		
<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>Minor modification to implement Art. 102(5).</p> <p>See paragraph 6.3-6.18 and 6.32-6.33 of the statement</p>
C3.8-C.10	C3.8-C3.10	No changes
Debt collection and disconnection		
<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 Internet Access Services provided by the Regulated Provider, the Regulated Provider shall ensure that any measures it takes to effect payment or disconnection:</p>	<p>C3.11 Where a Subscriber has not paid a Regulated Provider all or part of a Bill for Publicly Available Telephone Services Voice Communications Services and/or Publicly Available Internet Access Services provided by the Regulated Provider, the Regulated Provider shall ensure that any measures it takes to effect payment or disconnection:</p>	<p>Proposed minor modifications to align definitions throughout the GCs. Specifically we consider it appropriate to use the new ‘Voice Communications Service’ definition in place of the previous ‘Publicly Available Telephone Services’</p>

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<p>(a) are proportionate and not unduly discriminatory;</p> <p>(b) include giving due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and</p> <p>(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>	<p>(a) are proportionate and not unduly discriminatory;</p> <p>(b) include giving due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and</p> <p>(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>	<p>definition (which is substantively identical) and to refer to the new 'Internet Access Services' definition for consistency.</p> <p>See paragraphs 15.7-15.9 and 15.17-15.21 of the statement.</p>
C3.12	C3.12	No changes
Notification of service consumption		
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 apply incur if they continue</p>	<p>Implements Art. 102(5).</p> <p>New provisions. We have amended the scope of these provisions to refer to 'Number-based Interpersonal Communications Services' given the position on NIICS and have made some minor modifications to clarify the drafting of C3.14.</p>

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	to use the relevant Number-based Interpersonal Communications Service and/or Internet Access Service.	See paragraph 6.3-6.33 of the statement

Table 6: Changes to GC 5 (Measures to meet the needs of vulnerable consumers and end-users with disabilities) – see sections 12 and 15 of the statement

The changes to GC C5 (including the proposed changes, if implemented), with the exception of C5.16, come into effect from December 2021. C5.16 will come into effect from June 2022 (see further Table 2 above). Until then GC C5 should be read as if there were a placeholder for C5.16.

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Scope		
<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 (but they do not apply to such providers when they provide Number-independent Interpersonal 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>The revised scope provision, C5.1 (b), has been intentionally left blank for the proposed new emergency video relay GCs discussed at paragraphs 10.39-10.43 of the December Consultation. The proposed scope provision wording in C5.1 (b) was set out at Annex 14, Table 2, of the December Consultation.</p> <p>As we explain at paragraphs 12.69 – 12.73 of our statement our work is continuing in relation to emergency video relay and it is intended that an emergency video relay condition will be added at a later date.</p> <p>We have also taken out reference to Number-independent Interpersonal</p>

		Communications Services, given the position on NIICS.
Policy for consumers whose circumstances may make them vulnerable		
C5.2 – C5.5	C5.2-C5.5	No change.
Measures for users with disabilities		
C5.6 Regulated Providers must take the measures needed to meet the needs of End-Users with disabilities set out in Conditions C5.7 – C5.13 and take all reasonable steps to ensure that such measures are widely publicised, taking into consideration the need to disseminate information in appropriate formats through appropriate channels for End-Users with disabilities.	C5.6 Regulated Providers must take the measures needed to meet the needs of End-Users with disabilities set out in Conditions C5.7 – C5.16 and take all reasonable steps to ensure that such measures are widely publicised, taking into consideration the need to disseminate information in appropriate formats through appropriate channels for End-Users with disabilities.	Revised cross-reference numbering to take into account the placeholder for the proposed new emergency video relay GCs.
Access to directory information		
C5.7 Regulated Providers must ensure that any End-User of the Publicly Available Telephone Services it provides who is unable to easily use a printed Directory due to visual impairment or other disabilities, can access, free of charge, Directory Information and Directory Enquiry Facilities in a form which is appropriate to meet their needs. Regulated Providers must ensure that such Directory Enquiry Facilities	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 such Directory Enquiry	We are proposing minor modifications to align with new terminology. Specifically, we propose to replace the ‘Publicly Available Telephone Services’ definition with the ‘Number-based Interpersonal Communications Services’ definition. This is consistent with the proposed revised scope of GC B2 and the scope of Art 112(1) (see Table 9 below).

are capable of connecting such an End-User to a requested Telephone Number at the request of that End-User.	Facilities are capable of connecting such an End-User to a requested Telephone Number at the request of that End-User.	See paragraph 15.14 of our statement
Relay service		
C5.8 Regulated Providers must ensure that any End-User of the Publicly Available Telephone Services it provides who, because of his or her disabilities, needs to make or receive calls in which some or all of the call is made or received in text format, can access and use a Relay Service which has been approved by Ofcom.	C5.8 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.	We are proposing minor modifications to align with new terminology. Specifically we consider it appropriate to use the new 'Voice Communications Service' definition in place of the previous 'Publicly Available Telephone Services' definition (which is substantively identical) for the purposes of this definition. See paragraphs 15.7-15.16 of our statement.
C5.9	C5.9	No change
Mobile SMS access to emergency organisations		
C5.10	C5.10	No change
Emergency video relay		
N/A	C5.11 [INTENTIONALLY LEFT BLANK]	This has been intentionally left blank for a proposed new GC which would take the wording of Art. 109(5) and Art. 111(1) into account. The proposed wording for C5.11 was set out at Annex 14, Table 2, of the December

		<p>Consultation. We explain at paragraphs 12.69 – 12.73 of our statement that our work is continuing in relation to emergency video relay. It is intended that an emergency video relay condition will be added at a later date.</p>
N/A	C5.12 [INTENTIONALLY LEFT BLANK]	<p>This has been intentionally left blank for a proposed new GC which would take the wording of Art. 109(5) and Art. 111(1) into account. The proposed wording for C5.12 was set out at Annex 14, Table 2, of the December Consultation.</p> <p>We explain at paragraphs 12.69 – 12.73 of our statement that our work is continuing in relation to emergency video relay. It is intended that an emergency video relay condition will be added at a later date</p>
Priority fault repair		
C5.11	C5.13	No change other than renumbering.
Third party bill management		
C5.12	C5.14	No change other than renumbering.
Communications in accessible formats		

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:

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

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.

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

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

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

Amended and clarified taking the wording of Art 111 into account.

See section 12 of our statement.

N/A	<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>	<p>New requirement taking into account Arts 102 and 111.</p> <p>Note that this provision will come into effect from June 2022, and from December 2021 until June 2022, GC C5 should be read as if there were a placeholder for GC C5.16.</p> <p>See paragraphs 5.79 to 5.85 and our decision at paragraph 5.151 of the statement.</p>
Consultation with the Consumer Panel		
C5.14	C5.17	No change other than renumbering.
Data protection		
C5.15	C5.18	No change other than renumbering.
Definitions		
N/A	[INTENTIONALLY LEFT BLANK]	This has been intentionally left blank for a new definition in relation to a proposed new emergency video relay GC. The proposed wording for the emergency video relay definition was set

out at Annex 14, Table 2, of the December Consultation.

We explain at paragraphs 12.69 – 12.73 of our statement that our work is continuing in relation to emergency video relay. It is intended that an emergency video relay condition will be added at a later date.

Table 7: Changes to GCs C7 and B3 (switching and number portability) – see sections 9 and 15 of the statement

The changes to GC C7 and GC B3 come into effect from December 2022

Current GC	New GC [changes to drafting in the current GCs are in bold text; changes highlighted in yellow / strikethrough reflect further changes since the December 2019 Consultation]	Short description of amendments
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 within Openreach’s or KCOM’s Access Network;</p> <p>(b) Conditions C7.16 – C7.20 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or Broadband Services to Switching Customers when a Migration is taking place within Openreach’s or KCOM’s Access Network;</p>	<p>C7.1 The provisions of this Condition C7 apply as follows:</p> <p>(a) 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;</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 involving an Internet Access Service and/or a Number-based Interpersonal Communications Service which forms part of that Bundle, and in so far as the Switching Customer concerned is:</p> <p style="padding-left: 40px;">(i) a Consumer; or</p>	<p>Implements different parts of Art. 106 and 107.</p> <p>Set scope and defined terms for new requirements/ amends scope of existing requirements.</p> <p>We have decided to remove part of C7.1(b) as it is redundant in light of the final definition of ‘Bundle’ (as set out in Table 1 above).</p> <p>We have also updated C7.1(b)(ii) to refer to the new ‘Microenterprise or Small Enterprise Customer’ definitions (as discussed above).</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 which provides a Mobile Communications Service, from whom a Mobile Switching Customer is, or is considering, transferring;</p> <p>(ii) Conditions C7.26 to C7.28 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer on a Residential Mobile Tariff is, or is considering, transferring;</p> <p>(iii) Conditions C7.29 to C7.32 apply to any Communications Provider which provides a Mobile Communications Service, from whom a Mobile Switching Customer on a Business Mobile Tariff is, or is considering, transferring;</p> <p>(iii) Condition C7.37 applies to any Communications Provider which provides a Mobile Communications Service, to</p>	<p>(ii) a Microenterprise Customer, or Small Enterprise Customer or Not-for-Profit Customer, unless such Microenterprise Customer, or Small Enterprise Customer or Not-for-Profit Customer has expressly agreed otherwise;</p> <p>(c) Condition C7.17 applies to providers of Electronic Communications Networks;</p> <p>(d) Conditions C7.18 – C7.24 apply to providers of Fixed-line Telecommunications Services and/or DSL Broadband Services to Switching Customers that are Domestic or Small Business Customers, when a Communications Provider Migration takes place within Openreach’s or KCOM’s Access Network;</p> <p>(e) Condition C7.25 applies to providers of Broadband Services to Switching Customers that are Domestic or Small Business Customers, when a Migration takes place within Openreach’s or KCOM’s Access Network;⁴³</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</p>	<p>We have re-numbered the provisions in GC C7.1 to correct for a numbering error in respect of GC C7.1(c) (previously numbered GC C7.1(b)).</p> <p>We have removed proposed GC C7.1(d) and GC C7.1(e), re-inserted current GCs C7.1(a)-(c) (now GCs C7.1(d)-(f)) and made other changes to numbering/cross-references to account for the changes to our December proposals regarding the NoT+ and auto-switch GCs as discussed below.</p> <p>We have also re-numbered the sub-provisions in GC C7.1(f) to account for a numbering error in the current GC C7.1(c), in which GC C7.1(c)(iii) appeared three times.</p>
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⁴³ ~~For the avoidance of doubt, Conditions C7.18 to C7.25 apply to Regulated Providers in addition to their obligations under the Conditions listed in Condition C7.1(a).~~

<p>whom a Mobile Switching Customer is, or is considering, transferring; and</p> <p>(iii) Conditions C7.38 to C7.44 apply to any Communications Provider which provides a Mobile Communications Service.</p> <p>Each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p> <p>C7.2 For the purposes of Conditions C7.3 to C7.20: any Fixed-line Telecommunications Services and/or Broadband Services are 'Relevant Communications Services'.</p>	<p>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>(f) Conditions C7.36 to C7.59 apply to providers of Mobile Communications Services to Switching Customers when a Communications Provider Migration takes place involving fewer than 25 Mobile Numbers, but to the following persons in respect of any Mobile Switching involving fewer than 25 Mobile Numbers:</p> <p>(i) Conditions C7.31 to C7.33 apply in relation to Switching Customers that are on a residential tariff; and</p> <p>(ii) Conditions C7.34 to C7.37 apply in relation to Switching Customers that are on a business tariff.⁴⁴</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,</p>	<p>See paragraphs 9.8-9.20 of our Statement.</p>
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⁴⁴ ~~For the avoidance of doubt, these Conditions C7.26 to C7.42 apply to Regulated Providers in addition to their obligations under the Conditions listed in Condition C7.1(a).~~

	<p>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>(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' for the purposes of that provision.</p> <p>C7.2 The following services are 'Relevant Communications Services':</p>	
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	<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 C7.30, 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>Switching of all internet access services and number-based interpersonal communications services</p>		
<p>Migration Date</p>		
<p>B3.3 The Regulated Provider shall provide Number Portability within the shortest possible time, including subsequent activation...</p> <p>B3.4 The Regulated Provider shall ensure in all cases, other than Mobile Number Portability (as to which see Conditions C7.38 and C7.39), porting of these numbers and their subsequent activation shall be completed within one business day once all necessary validation processes have been completed, the network connection is ready for use by the Relevant Subscriber, and the Donor Provider has received a request to activate the</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 style="padding-left: 80px;">a. in cases involving a Communications Provider Migration of Mobile</p>	<p>Implements Art. 106(1) and (5) and Art. 107.</p> <p>Consolidates current GCs and extends their scope.</p> <p>Condition C7.3(b)(ii) reinstates a requirement that was inadvertently removed from Condition B3 during Ofcom’s reform of</p>

<p>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 they entered into the contract; or</p> <p>(b) where SIM Activation has already taken place, submission of the PAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to switch.</p> <p>C7.39 Regulated Providers must ensure that the Non-Porting Switching Process shall, unless the relevant Mobile Switching Customer agrees to defer the process, be completed within one Working Day from either:</p> <p>(a) SIM Activation, where the relevant Mobile Switching Customer has already submitted the STAC to the Communications Provider to</p>	<p>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>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 Number(s) is(are) ready for activation.</p>	<p>the mobile switching process.¹⁵</p> <p>See paragraphs 9.24, 9.32-9.34, 9.51 and 9.54 of our Statement.</p>
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¹⁵ See [Ofcom's Statement: Decision on reforming the switching of mobile communications services](#)

<p>whom the relevant Mobile Switching Customer wants to switch at the time when they entered into the contract; or</p> <p>(b) where SIM Activation has already taken place, submission of the STAC to the Communications Provider to whom the relevant Mobile Switching Customer wants to switch.</p>		
<p><i>Communications Provider Migration Process (including Porting Process)</i></p>		
<p>N/A</p>	<p>C7.4 All Regulated Providers shall ensure that:</p> <p>(a) they maintain simple and efficient processes:</p> <ul style="list-style-type: none"> (i) for Communications Provider Migrations involving Relevant Communications Services that they provide; (ii) for the transfer of any services which are included in a Bundle with the Relevant Communications Service(s) being transferred; and (iii) in relation to any Terminal Equipment, included as part of a Bundle with the Relevant Communications Services(s) being transferred, that the Switching Customer wishes to return or retain; 	<p>Implements Art. 106 (1), (5) and (6) and Art. 107.</p> <p>New provision.</p> <p>See paragraphs 9.22-9.24, 9.27-9.31, 9.35, 9.38-9.51 and 9.54 of our Statement.</p>

	<p>(b) they cooperate in good faith and take all necessary steps within their control to complete the Communications Provider Migration process in accordance with this Condition C7 and Condition B3 and any applicable industry agreed processes;</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> <p>(b) allow a Switching Customer who so requests to make use of the processes set out in Condition C7.4(a).</p>	
<i>Specific obligations relating to Porting Process</i>		
B3.3 The Regulated Provider shall provide Number Portability ... on reasonable terms and conditions,	C7.6 All Regulated Providers shall ensure that:	Implements Art. 106 (2), (3) and (4).

<p>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>(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 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>Amends existing requirements/ adds new requirements.</p> <p>See paragraphs 9.91-9.122 of our Statement.</p>
<p><i>Provision of services by Losing Provider</i></p>		
<p>C7.36 On the Working Day on which the Porting Process or the Non-Porting Switching Process has been completed, any Regulated Provider must, after that process has been completed:</p> <p>(a) cease providing the Mobile Communications Services it was providing to the relevant Mobile Switching Customer before the relevant Mobile Switching Customer switched using the Porting Process or the Non-Porting Switching Process; and</p> <p>(b) ensure that any charges which the relevant Mobile Switching Customer may be required to pay, other than any Early Termination Charge, are charges incurred only as a result</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 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</p>	<p>Implement Art. 106(1), (5) and (6) and Art. 107</p> <p>Extend scope of existing requirements/ add new requirements.</p> <p>We are proposing a new definition of ‘Porting Process’ for use in GC C7.7(c) to correct an error in our December proposals.</p> <p>See paragraphs 9.36, 9.51-9.52, 9.54, 9.71-9.77, 9.79-</p>

<p>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>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> <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 the contract with the Losing Provider.</p>	<p>9.88 and 15.29-15.35 of our Statement.</p>
<p>Express consent</p>		

<p>C7.3 When selling or marketing Relevant Communications Services, the Regulated Provider that is the Gaining Provider must ensure that:</p> <p>(a) it does not engage in Slamming..</p> <p>C7.4 The Regulated Provider that is the Gaining Provider must take all reasonable steps to ensure that before entering into a contract for the provision of Relevant Communications Services, the Switching Customer who is requesting a Communications Provider Migration:</p> <p>(a) is authorised to do so;</p> <p>(b) intends to enter into the contract; ...</p>	<p>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>Implements Art. 106(6).</p> <p>Extends scope of existing requirements.</p> <p>See paragraphs 9.175-9.185 of our Statement.</p>
<p><i>Provision of information</i></p>		
<p>C7.41 Regulated Providers must provide guidance for Subscribers on the Porting Process and Non-Porting Switching Process that is:</p> <p>(a) concise and easy to understand; and</p> <p>(b) only contains relevant information about the Porting Process and Non-Porting Switching Process.</p> <p>C7.42 Regulated Providers must ensure that the guidance to be provided in accordance with</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>Implements Art. 106(1), (6), (second paragraph) and 106(9).</p> <p>Extends scope of existing requirement/ adds new requirements.</p> <p>Drafting modifications to simplify and clarify wording of existing requirements.</p> <p>We have made changes to some cross-references to</p>

<p>Condition C7.41 is well publicised and readily available on their websites.</p>	<ul style="list-style-type: none"> (i) is concise and easy to understand; (ii) only contains relevant information about the process, including any steps that Switching Customers may need to take in order to continue using any services and/or facilities they may have access to pursuant to Condition C5; and (iii) is well publicised and readily available on their websites. 	<p>other GCs to account for the changes to our December proposals regarding the NoT+ and auto-switch GCs as discussed below.</p> <p>See paragraphs 9.57-9.68 and Annex 9 of our Statement.</p>
<p>C7.3 When selling or marketing Relevant Communications Services, the Regulated Provider that is the Gaining Provider must ensure that: ...</p> <p>(b) any information it provides to the Switching Customer is accurate and not misleading, including information about:</p> <ul style="list-style-type: none"> (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 	<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 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>Implements Art. 106(6) (second paragraph)</p> <p>Extends scope of existing requirements/ adds new requirements.</p> <p>See paragraphs 9.57-9.68 and Annex 9 of our Statement.</p>

<p>other Regulated Providers, as a result of buying the Relevant Communications Services 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 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>		
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<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 right to cancel at no cost from the point of sale to the completion of the Transfer Period; the arrangements for provision of the service, including the order process and, as accurately as possible, the likely date of provision of the service and any Fixed Commitment Period. For the purposes of this provision, key charges include minimum contract charges, any Early Termination Charges and, if the Switching Customer is a Consumer, the Access Charge to be applied by the Regulated Provider for the purpose of calculating the amounts payable by that Switching Customer for calls to Unbundled Tariff Numbers in accordance with Condition B1.</p>		
<p>N/A</p>	<p>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>	<p>Implements Art. 106(1), (6)(second paragraph) and (9). New provisions. We have not updated the reference to 'Domestic and</p>

	<ul style="list-style-type: none"> (a) an explanation that the Switching Customer is transferring their Relevant Communications Services; (b) the Migration Date, where known to the Losing Provider; (c) a clear identification of all Relevant Communications Services that will be transferred, including, where relevant, the Calling Line identification of all Relevant Communications Services that will be transferred; (d) the impact, whether direct or indirect, financial or otherwise, that the Losing Provider reasonably expects the Communications Provider Migration to have on any Relevant Communications Services or other types of services provided by the Losing Provider, including any services and/or facilities that the Switching Customer may have access to pursuant to Condition C5; (e) all Relevant Communications Services provided by the Losing Provider that the Losing Provider reasonably expects to remain unaffected by the transfer; (f) the total charge payable by the Switching Customer on the Migration Date, or where that date is not known to the Losing Provider, on the day on which the information is provided, presented as a single (where applicable, aggregated) charge; (g) an explanation of the following: <ul style="list-style-type: none"> (i) the cost and any process or conditions for returning or retaining Terminal Equipment; 	<p>Small Business Customers' in GC C7.14(a), and have made changes to some cross-references to other GCs, in light of the changes to our December proposals regarding the NoT+ and auto-switch GCs as discussed below.</p> <p>See paragraphs 9.57-9.68 and Annex 9 of our Statement.</p>
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	<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 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>	
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	<p>(a) accurate; and</p> <p>(b) provided in clear, comprehensible and neutral terms and on a Durable Medium.</p> <p>C7.14 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> <p>(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).</p>	
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:</p> <p>(i) a Domestic or Small Business Switching Customer, in relation to the provision of Fixed-line Telecommunications Services and/or DSL Broadband Services where a Communications</p>	<p>Implements Art 106(6).</p> <p>Extend scope of existing requirements.</p> <p>Merge requirements in current GC C7.6 and C7.7.</p>

<p>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 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</p>	<p>Provider Migration is taking place within the Openreach's or KCOM's Access Network; or</p> <p>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>(a) direct record of consent, as provided by the Switching Customer, to migrate from the Relevant Communications Services supplied by the Losing Provider to the Relevant Communications Services supplied by the Gaining Provider;</p> <p>(b) a record of the explanation from the Losing Provider that they are required to create a record of the Switching Customer's consent;</p> <p>(c) the name and address of the Switching Customer;</p> <p>(d) the time, date and means by which the consent in sub-section (a) above was given;</p> <p>(e) where appropriate, the place where the consent in sub-section (a) above was given and the salesperson(s) involved;</p> <p>(f) where relevant, a direct record of consent to begin acquiring the Relevant Communications Services over the Target Line, the Target Address; and where</p>	<p>Drafting modifications to simplify and clarify wording of existing requirements.</p> <p>We have removed GC C7.15(i) in light of the changes to our December proposals regarding the NoT+ and auto-switch GCs as discussed below.</p> <p>See paragraphs 9.177-9.180 and 9.185(b) of our Statement.</p>
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<p>create a record of the Switching Customer's consent;</p> <p>(c) the name and address of the Switching Customer;</p> <p>(d) the time, date and means by which the consent in sub-section (a) above was given;</p> <p>(e) where appropriate, the place where the consent in sub-section (a) above was given and the salesperson(s) involved;</p> <p>(f) the Target Address; and</p> <p>(g) where appropriate, the Calling Line Identification of the Target Line.</p> <p>C7.8 The Regulated Provider that is the Gaining Provider shall keep the records in 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>appropriate, the Calling Line Identification of the Target Line; and</p> <p>(g) all available records regarding the sale of its Relevant Communications Services, including the date and approximate time of the contact with the Switching Customer, the means through which the contract was entered into, the place where the contract was entered into, where relevant, and sufficient information to allow subsequent identification of the salesperson(s) involved and to assist in dealing with any complaint or query.</p> <p>C7.16 The Regulated Provider that is the Gaining Provider shall keep the records in accordance with Condition C7.15 irrespective of whether the contract for the provision of the Relevant Communications Services is cancelled or terminated within the minimum twelve-month period specified in that Condition.</p>	
<p><i>Obligations on providers of Electronic Communications Networks</i></p>		
<p>N/A</p>	<p>C7.17 Communications Providers whose Electronic Communications Networks are used by either the Gaining Provider or the Losing Provider, or both, shall</p>	<p>Implements Art. 106(5). New provision.</p>

	ensure that there is no loss of service that would delay the Communications Provider Migration.	See paragraphs 9.26 and 9.54 of our Statement.
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	<p>No changes from current GCs other than numbering.</p> <p>We are not proceeding with the changes we proposed to these GCs in our December consultation, given we will shortly be considering these GCs as part of our upcoming consultation on a new process for residential customers switching fixed services. We will set out our proposed changes to these GCs as part of that consultation.</p> <p>See paragraphs 9.186-9.188 of our Statement.</p>
Mobile switching (fewer than 25 mobile numbers)		
C7.21 – C7.44	C7.36 – C7.59	No changes from current GCs other than numbering.

		<p>We are not proceeding with the changes we proposed to these GCs in our December consultation, given we will shortly be considering these GCs as part of our upcoming consultation on a new switching process for residential customers switching fixed services.</p> <p>See paragraphs 9.186-9.188 of our Statement.</p>
Obligation to provide compensation		
<p>B3.10 Where Regulated Providers delay the porting of a Telephone Number that is not a Mobile Number for more than one business day or where there is an abuse of porting by them or on their behalf, they shall provide reasonable compensation as soon as is reasonably practicable to the Relevant Subscriber for such delay and/or abuse.</p> <p>B3.11 The Regulated Provider shall set out in plain English and in an accessible manner for each Relevant Subscriber how Relevant Subscribers can access the compensation provided for in Condition B3.10 above, and how any compensation will be paid to the Subscriber.</p>	<p>C7.60 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 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</p>	<p>Implements Art. 106(8).</p> <p>New provisions to address inadvertent narrowing of the scope of the compensation provisions as a result of the mobile switching reforms.</p> <p>We have decided to amend GC C7.44 to clarify that the 30 day timeframe for providing compensation for delays to the switching process does not apply to</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, shall provide reasonable compensation as soon as is reasonably practicable to the relevant Mobile Switching Customer for such failure.</p> <p>C7.44 Regulated Providers shall set out in plain English and in an accessible manner for each relevant Mobile Switching Customer guidance on how they can access the compensation provided for in Condition C7.43, and how any compensation will be paid to them.</p> <p>N/A</p>	<p>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 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>	<p>delays completing the porting process.</p> <p>Numbering changes to account for the changes to our December proposals regarding the NoT+ and auto-switch GCs as discussed above.</p> <p>See paragraphs 9.124-9.173 of our Statement.</p>
<p>Definitions</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;</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>Modifications to existing defined terms and definitions/ addition of new ones for use in relation to proposed amendments in Conditions B3 and C7.</p>

<p>'Communications Provider Migration' means a process by which a Switching Customer transfers from a Fixed-line Telecommunications Service and/or a DSL Broadband Service supplied by one Communications Provider operating on Openreach's or KCOM's Access Network to a Fixed-line Telecommunications Service and/or a DSL Broadband Service provided by another Communications Provider operating on Openreach's or KCOM's Access Network;</p>	<p>'Communications Provider Migration' means a process by which a Switching Customer transfers from a Public Electronic Communications Service supplied by one Communications Provider to a Public Electronic Communications Service provided by another Communications Provider, including activation of the service by the new provider. Where the Switching Customer has requested to retain their Telephone Number(s), the Communications Provider Migration includes the Porting Process;</p>	<p>Drafting amendments to simplify and clarify the drafting of existing definitions.</p> <p>Deletion of defined terms that are no longer needed.</p> <p>We are proposing a new definition of 'Porting Process' for use in GCs C7.7(c), C7.61(c) and the definition of 'Communications Migration Process'.</p> <p>We have also decided to revert to the definition of 'Porting Authorisation Code' or 'PAC' used in the existing GCs (with a minor change to reflect a new defined term), as well as change the definition of 'Service Termination Authorisation Code' or 'STAC', to correct for errors contained in the</p>
<p>'Donor Provider' means a Communications Provider whose Subscriber Numbers are in the process of being, or have been passed or ported to a Recipient Provider;</p>	<p>'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;</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 enable the Customer to make an informed choice.</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 manner which has enabled the Customer to make an informed choice.</p>	
<p>'Gaining Provider' means:</p> <ul style="list-style-type: none"> (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; 	<p>'Gaining Provider' means:</p> <ul style="list-style-type: none"> (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; 	

<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>proposed definitions in our December Consultation.</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>We have further decided to make a minor drafting amendment to the definition of ‘Switching Customer’.</p> <p>We are not proceeding with the definition of ‘Mobile Switching Information’ proposed in our December consultation. This is because we will shortly be considering the GCs which referred to this definition as part of our upcoming consultation on a new process for residential customers switching fixed services.</p>
<p>‘Number Portability’ means a facility whereby Subscribers who so request can retain their Telephone Number on a Public Electronic Communications Network, independently of the person providing the service at the Network Termination Point of a Subscriber provided that such retention of a Telephone Number is in accordance with the National Telephone Numbering Plan;</p>	<p>‘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;</p>	<p>No modifications to other terms, other than in use of other defined terms.</p>
<p>‘Portability’ means any facility which may be provided by a Communications Provider to another Communications Provider enabling any Subscriber who requests Number Portability to continue to be provided with any Public Electronic Communications Service by reference to the same Telephone Number irrespective of the identity of the person providing such a service;</p>	<p>‘Portability’ means any facility which may be provided by a Communications Provider to another Communications Provider enabling Number Portability;</p>	<p>See paragraphs 9.53, 9.122, 9.176, 9.186-9.188 and</p>
<p>‘Porting Authorisation Code’ or ‘PAC’ means a unique code used to signify the Donor Provider’s consent to the</p>	<p>‘Porting Authorisation Code’ or ‘PAC’ means a unique code used to signify the Losing Provider’s consent to a Subscriber being entitled</p>	

Subscriber being entitled to request and have their Mobile Number ported to another Communications Provider;	to switch to another Communications Provider without the Subscriber porting their Mobile Number the Donor Provider's consent to the Switching Customer being entitled to request and have their Mobile Number ported to another Communications Provider;	15.29-15.35 of our Statement.	
'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 Subscriber has switched, of the Mobile Number(s) that has(have) been ported;	'Porting Process' means the a 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). by which Number Portability is carried out pursuant to Condition C7, This process includes activation by the Communications Provider to whom the Subscriber Switching Customer has switched, of the Telephone Number(s) and/or 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;		
'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;		
N/A	'Service Termination Authorisation Code' or 'STAC' means a unique code used to signify the Donor Provider's consent to the Switching Customer being entitled to request and have their Mobile Number ported to another Communications Provider the		

	<p>Losing Provider's consent to a Subscriber being entitled to switch to another Communications Provider without the Subscriber porting their Mobile Number;</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); 	

Current GC / definition	New GC / definition [changes to drafting are in bold text; changes highlighted in yellow / strikethrough reflect further changes since the December 2019 Consultation)	Short explanation of amendment
<p>B3.1 This Condition applies to any person who provides:</p> <p>(a) an Electronic Communications Network; or</p> <p>(b) an Electronic Communications Service to a Subscriber with a number or numbers from the National Telephone Numbering Plan.</p> <p>B3.2 For the purposes of this Condition:</p> <p>(a) any such person referred to in Condition B3.1 is a 'Regulated Provider'; and</p> <p>(b) any such Subscriber referred to in Condition B3.1(b) is a 'Relevant Subscriber'.</p>	<p>B3.1 This Condition applies to any person who provides:</p> <p>(a) an Electronic Communications Network; or</p> <p>(b) an Electronic Communications Service to a Customer with a number or numbers from the National Telephone Numbering Plan.</p> <p>For the purposes of this Condition, any such person is a 'Regulated Provider'.</p>	<p>Drafting amendments.</p> <p>GC B3.1 (b) has been amended to rectify an inadvertent error during the last review of Ofcom's General Conditions.</p> <p>See paragraph 9.94 of our Statement.</p>
B3.6 (a) to (d), B3.7 and B3.8	B3.2, B3.3 and B3.5	No amendments other than references to defined terms and cross-references to other Conditions.
N/A	<p>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.</p>	<p>Implements Art. 106(5)</p> <p>New provision.</p>

		See paragraphs 9.26, 9.37 and 9.54 of our Statement.
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Table 8: Changes to GC A3 (Availability of services and access to emergency services) – see sections 13 and 15 of the statement

The changes to GC A3 (including the proposed changes, if implemented) come into effect from December 2021

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Scope		
<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 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>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 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 an Electronic Communications Service a Number-based Interpersonal Communications Service, or</p>	<p>Implements Art. 108 (1) and Art. 109 (2).</p> <p>We proposed drafting changes to reflect the revised scope in the December Consultation. We are making minor modifications to our proposals for clarity and to align terminology across the GCs.</p> <p>See paragraphs 13.3-13.21, 13.32, 13.36-13.40, and 13.51 of our Statement.</p> <p>In addition, we are proposing to make further amendments to Condition A3.1(b) to align terminology with the new Consumer, Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p>

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<p>and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.</p>	<p>provides access to such a service by means of a Pay Telephone, for originating calls to a number or numbers in the National and International Telephone Numbering Plan 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>See paragraphs 15.23-15.24.</p>
Availability of services, including access to emergency services		
<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 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>A3.2 Regulated Providers must take all necessary measures to ensure:</p> <p>(a) the fullest possible availability of Voice Communications Services and Internet Access Services provided over Public Electronic Communications Networks in the event of catastrophic network breakdown or in cases of force majeure; and</p> <p>(b) uninterrupted access to Emergency Organisations and uninterrupted transmission of public warnings as part of any Voice Communications Services offered.</p>	<p>Implements Art. 108(1).</p> <p>Minor drafting change to align text more closely with wording of Article 108. Since our December Consultation we have also updated the drafting to remove reference to public warnings.</p> <p>We explain our changes at paragraphs 13.3-13.28 and 13.52 of our statement.</p>

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>Footnote – See Ofcom’s guidance on “<u>Protecting access to emergency organisations where there is a power cut at the customer’s premises. Guidance on General Condition A3.2(b)</u>”</p>	
<p>A3.3 Regulated Providers must inform their Domestic and Small Business Customers in plain English and in an easily accessible manner that access to Emergency Organisations using VoIP Outbound Call Services may cease if there is a power cut or power failure, or a failure of the internet connection on which the service relies. This information must be provided during the sales process, within the terms and conditions of use, and in any user guide issued by the Regulated Provider.</p>	<p>A3.3 Regulated Providers must inform their Domestic and Small Business Relevant Customers in plain English and in an easily accessible manner that access to Emergency Organisations using VoIP Outbound Call Services may cease if there is a power cut or power failure, or a failure of the internet connection on which the service relies. This information must be provided during the sales process, within the terms and conditions of use, and in any user guide issued by the Regulated Provider.</p>	<p>We are proposing to make further amendments to align terminology relating to business customers with the new Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions (as set out in proposed revised GC A3.1(b)), and are proposing consequential changes in terminology in relation to this condition.</p> <p>See paragraphs 15.23-15.24.</p>
Emergency call numbers (“112” and “999”)		
<p>A3.4 Regulated Providers must ensure that all End-Users can access Emergency Organisations by using the emergency call numbers “112” and “999” at no charge and, in the case of a Pay Telephone, without having to use coins or cards. In the case of Regulated Providers providing Mobile Communications Services, this obligation also applies to access by all End-Users to Emergency Organisations by using eCalls.</p>	<p>A3.4 Regulated Providers must ensure that all End-Users can access Emergency Organisations by using the emergency call numbers “112” and “999” at no charge and, in the case of a Pay Telephone, without having to use coins or cards. In the case of Regulated Providers providing Mobile Communications Services, this obligation also applies to access by all End-Users to Emergency Organisations by using eCalls.</p>	<p>No change.</p>

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
Caller location information		
<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, at the time the call is answered by those organisations.</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 those calls, at the time the call is answered by those organisations.</p>	<p>Implements Art. 109(6).</p> <p>We have decided to implement the changes we proposed in the December 2019 Consultation.</p> <p>See paragraphs 13.41-13.45 of our statement.</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 must include, at least, the Cell Identification of the cell from which the call is being made and, where</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 must include, at least, the Cell Identification of the</p>	<p>Implements Art. 109(6).</p> <p>We have decided to implement the changes we proposed in the December 2019 Consultation.</p> <p>See paragraphs 13.46-13.52 of our Statement.</p> <p>We are also proposing to make further amendments to align terminology relating to business customers with the new Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions (as set out in proposed revised GC A3.1(b)), and</p>

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
<p>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 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>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 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 associated with it,</p>	<p>are proposing consequential changes in terminology in relation to this condition.</p> <p>See paragraphs 15.23-15.24 of the statement.</p>

Current GC	New GC [changes to drafting from the current GCs are in bold text; changes highlighted in yellow / strikethrough reflect further changes since the December 2019 Consultation]	Short explanation of amendment
	<p>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>	

Table 9: Proposed changes to GCs A1, A2, A4, B4, C6 and C8 and other definitions – see section 15 of the statement

If implemented, these proposed changes will come into effect from December 2021, with the exception of the proposed changes to GCs A1 and B4, which, if implemented, will come into effect on IP completion day (i.e. from 11pm on 31 December 2020)

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
Condition A1: General network access and interconnection obligations		
<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>We are proposing to amend this condition to ensure that the scope of the condition remains the same following the end of the transition period.</p> <p>See paragraphs 15.43-15.49 and 15.54-15.58 of the statement</p>
Condition A2: Standards and specifications		
<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</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</p>	<p>We are proposing to make a minor amendment to the wording of GC A2.2 to clarify that the requirements would also apply in respect of future standards published in the OJEU pursuant to Article 39 of the EECC.</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
network functions pursuant to Article 17 of the Framework Directive.	Directive and/or Article 39 of the EECC Directive.	See paragraphs 15.33-15.36 of the statement
Definitions		
N/A	<p>'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;</p> <p>Footnote: See Directive (EU) 2018/1972</p>	<p>New definition. See Article 39.</p> <p>See paragraphs 15.33-15.36 of the statement</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
Condition A4: Emergency planning		
<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>We are proposing minor modifications to align with new terminology. Specifically we consider it appropriate to use the new 'Voice Communications Service' definition in place of the previous 'Publicly Available Telephone Services' definition (which is substantively identical) for the purposes of this condition. This will also ensure consistency of scope with GC A3.2 to A3.3 which relate to availability of services.</p> <p>See paragraphs 15.7-15.9 of the statement</p>
Condition B2: Directory information		
<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 Provider' for the purposes of this Condition.</p>	<p>B2.1 This Condition applies to all providers of Number-based Interpersonal Communications Services which assign Telephone Numbers to Subscribers, each of whom is a 'Regulated Provider' for the purposes of this Condition.</p>	<p>Implements Art. 112(1).</p> <p>We are proposing minor modifications to align with new terminology. Specifically, we propose to replace the 'Publicly Available Telephone Services' definition</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
		<p>with the ‘Number-based Interpersonal Communications Services’ definition. This is consistent with the scope of Art 112(1).</p> <p>See paragraph 15.14 of the statement.</p>
Condition B4: Access to numbers and services		
<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>(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>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>(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>We are proposing to amend this condition to ensure that the scope of the condition remains the same following the end of the transition period.</p> <p>See paragraphs 15.46-15.50, 15.53-15.54 and 15.57-15.61 of the statement.</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
Condition C4: Complaints handling and dispute resolution		
<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>We are proposing to make amendments to align terminology with the new Consumer, Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p> <p>See paragraphs 15.23-15.24 of the statement.</p>
Condition C6: Calling line identification facilities		
<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>We are proposing minor modifications to align with new terminology. Specifically, we propose to replace the 'Publicly Available Telephone Services' definition with the 'Number-based Interpersonal Communications Services' definition. This would be consistent with the scope of Art 115 and Annex VI Part B(a) regarding the provision of CLIs.</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
		See paragraph 15.14 of the statement.
Condition C8: Sales and marketing of mobile communications services		
<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 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> <ul style="list-style-type: none"> (a) each of these Communications Providers is a 'Regulated Provider'; (b) any such Mobile Communications Services are 'Relevant Mobile Services'; and (c) any such Domestic and Small Business Customers are 'Relevant Customers'. 	<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 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> <ul style="list-style-type: none"> (a) each of these Communications Providers is a 'Regulated Provider'; (b) any such Mobile Communications Services are 'Relevant Mobile Services'; and (c) any such Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers are 'Relevant Customers'. 	<p>We are proposing to make amendments to align terminology with the new Consumer, Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p> <p>See paragraphs 15.23-15.24 of the statement.</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
<p>C8.5 Regulated Providers must use reasonable endeavours to ensure that before entering into or amending a contract for a Relevant Mobile Service, a Relevant Customer:</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 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</p>	<p>C8.5 Regulated Providers must use reasonable endeavours to ensure that before entering into or amending a contract for a Relevant Mobile Service, a Relevant Customer:</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 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</p>	<p>We are proposing a minor modification to align with new terminology, namely the new “Commitment Period” definition.</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
<p>date the Relevant Mobile Service will be provided, in case the provision of the Relevant Mobile Service is not immediate; and any Fixed Commitment Period. For the purposes of this provision, key charges include minimum contract charges, any Early Termination Charges and, if the Relevant Customer is a Consumer, the Access Charge to be applied by the Regulated Provider for the purpose of calculating the amounts payable by that Relevant Customer for calls to Unbundled Tariff Numbers in accordance with Condition B1.</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>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 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>	
Definitions		

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
<p>'Alternative Dispute Resolution (ADR) Scheme' means any dispute procedures approved by Ofcom under section 54 of the Act for the resolution of disputes in relation to any Complaints between a Communications Provider and its Domestic and Small Business Customers;</p>	<p>'Alternative Dispute Resolution (ADR) Scheme' means any dispute procedures approved by Ofcom under section 54 of the Act for the resolution of disputes in relation to any Complaints between a Communications Provider and its Customers who are Consumers, Microenterprise or Small Enterprise Customers or Not-For-Profit Customers;</p>	<p>We are proposing to make amendments to align terminology with the new Consumer, Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p> <p>See paragraphs 15.23-15.24 of the statement.</p>
<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 every occasion where no other providers have been pre-selected for the use of a Telephone Number;</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 occasion where no other providers have been pre-selected for the use of a Telephone Number;</p>	<p>We are proposing minor modifications to align with new terminology. Specifically we consider it appropriate to use the new 'Voice Communications Service' definition in place of the previous 'Publicly Available Telephone Services' definition (which is substantively identical).</p> <p>See paragraphs 15.7-15.9 of the statement</p>
<p>'Complainant' means a Domestic and 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>We are proposing to make amendments to align terminology with the new Consumer, Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
		See paragraphs 15.23-15.24 of the statement.
<p>'Complaint' means:</p> <p>(a) an expression of dissatisfaction made by a Domestic and Small Business Customer to a Communications Provider related to either:</p> <p>(i) the Communications Provider's provision of Public Electronic Communications Services to that Domestic and Small Business Customer;</p> <p>(ii) the complaint-handling process itself; or</p> <p>(iii) the level of customer service experienced by the Domestic and Small Business Customer; and</p> <p>(b) where a response or resolution is explicitly or implicitly expected;</p>	<p>'Complaint' means:</p> <p>(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:</p> <p>(i) the Communications Provider's provision of Public Electronic Communications Services to that Customer;</p> <p>(ii) the complaint-handling process itself; or</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>We are proposing to make amendments to align terminology with the new Consumer, Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p> <p>See paragraphs 15.23-15.24 of the statement.</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 how, and when, Complainants can take their unresolved Complaints to an ADR Scheme;</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 Customers are handled and how, and when, Complainants can take their unresolved Complaints to an ADR Scheme;</p>	<p>We are proposing to make amendments to align terminology with the new Consumer, Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p> <p>See paragraphs 15.23-15.24 of the statement.</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
<p>'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;</p>	<p>'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;</p>	<p>We are proposing minor modifications to align with new terminology. Specifically, we propose to replace the 'Publicly Available Telephone Services' definition with the 'Number-based Interpersonal Communications Services' definition. This is consistent with the proposed revised scope of GC B2 and the scope of Art 112(1).</p> <p>See paragraph 15.14 of the statement.</p>
<p>'Directory Information' means, in the case of a Directory, the name and address of the Subscriber and the Telephone Number assigned to the Subscriber for their use of Publicly Available Telephone Services and, in the case of a Directory Enquiry Facility, shall be either such a Telephone Number of the Subscriber or information that such a Telephone Number of the Subscriber may not be supplied;</p>	<p>'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 Number of the Subscriber may not be supplied;</p>	<p>We are proposing minor modifications to align with new terminology. Specifically, we propose to replace the 'Publicly Available Telephone Services' definition with the 'Number-based Interpersonal Communications Services' definition. This is consistent with the proposed revised scope of GC B2 and the scope of Art 112(1).</p> <p>See paragraph 15.14 of the statement.</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
<p>'Mobile Service Retailer' means any person who sells or markets a Mobile Communications Service directly to a Domestic or Small Business Customer;</p>	<p>'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;</p>	<p>We are proposing to make amendments to align terminology with the new Consumer, Microenterprise or Small Enterprise Customer and Not-For-Profit Customer definitions.</p> <p>See paragraphs 15.23-15.24 of the statement.</p>
<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>Implements Art 2(9).</p> <p>We are proposing minor modifications to align with the revised definition in the EECC.</p> <p>See paragraphs 15.38-15.39 of the statement.</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 Telephone Services and vice versa;</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 Communications Services and vice versa;</p>	<p>We are proposing minor modifications to align with new terminology. Specifically we consider it appropriate to use the new 'Voice Communications Service' definition in place of the previous 'Publicly Available Telephone Services'</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
<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>(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>(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>(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>definition (which is substantively identical).</p> <p>See paragraphs 15.7-15.9 of the statement.</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
<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>(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 Privacy and Electronic Communications (EC Directive) Regulations 2003;</p>	<p>‘Relevant Data Protection Legislation’ means the General Data Protection Regulation (EU) 2016/697, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;</p> <p>Footnote: <u>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)</u></p>	<p>We are proposing to update the reference to reflect current data protection legislation that is in force in the UK.</p> <p>See paragraph 15.37 of the statement.</p>
<p>‘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</p>	<p>‘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;</p>	<p>We are proposing minor modifications to align with new terminology. Specifically we consider it appropriate to use the new ‘Voice Communications Service’ definition in place of the previous ‘Publicly Available Telephone Services’ definition (which is substantively</p>

Current GC / definition	Proposed revised GC /definition [changes to drafting from the current GCs are in bold text]	Short explanation of proposed amendment
added tax and other taxes directly related to turnover;		<p>identical) and to refer to the new 'Internet Access Services' definition for consistency.</p> <p>See paragraphs 15.7-15.9 and 15.17-15.21 of the statement.</p>