

Review of the General Conditions of Entitlement

Consultation on the general conditions
relating to consumer protection issues

Draft revised conditions for consultation

About this document

This document, which is Annex 12 to Ofcom's consultation document of 20 December 2016 entitled "*Review of the General Conditions of Entitlement: Consultation on the general conditions relating to consumer protection*", contains the complete set of draft revised general conditions on which we are consulting.

All communications providers who provide electronic communications networks or services in the UK must comply with the general conditions. General conditions may apply to all communications providers or to all communications providers of a particular category. Each draft condition set out in this document starts with a short recital, setting out briefly what the purpose of that condition is and what it is seeking to achieve. Following the recital, each draft condition starts by defining the category of communications provider(s) to whom the condition applies.

For ease of reference, the full set of revised draft conditions (including those conditions which we consulted on in August 2016 and the conditions on which we are now consulting) is set out in this document.

The conditions which we consulted on in August 2016 are set out in Part A (Network functioning conditions) and Part B (Numbering and technical conditions) of this document. They concern general network access and interconnection obligations, compliance with standards and specifications, the availability of services and access to the emergency services, emergency planning, must-carry requirements, the allocation, adoption and use of telephone numbers, directory information, and access to numbers and services.

The conditions on which we are now consulting are set out in Part C (Consumer protection conditions) of this consultation document. They concern contract requirements, information transparency, public pay telephones, billing, complaints handling, the needs of vulnerable consumers and end-users with disabilities, calling line identification facilities, switching, and mis-selling.

Table of Contents

Schedule to the notification under section 48(1) and 48A(3) of the Communications Act 2003	3
Definitions and interpretation relating to the conditions in this Schedule	3
General Conditions	4
Part A Network functioning conditions	4
A1 General network access and interconnection obligations	4
A2 Standards and specifications	5
A3 Availability of services and access to emergency services	6
A4 Emergency planning	8
A5 Must carry obligations	9
Part B Numbering and technical conditions.....	10
B1 Allocation, adoption and use of telephone numbers	10
B2 Directory information	18
B3 Number portability	19
B4 Access to numbers and services	22
Part C Consumer protection conditions	23
C1 Contract requirements	23
C2 Information publication and transparency requirements	26
C3 Public pay telephones	30
C4 Billing requirements	31
C5 Complaints handling and dispute resolution	34
C6 Measures to meet the needs of vulnerable consumers and end-users with disabilities	42
C7 Calling line identification facilities	45
C8 Switching	47
C9 Sales and marketing of mobile communications services	56
Definitions.....	60

Schedule to the notification under section 48(1) and 48A(3) of the Communications Act 2003

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

Broadly, the general conditions fall into three main categories: (a) conditions relating to network functioning requirements (conditions A1 to A5); (b) numbering and other technical conditions (conditions B1 to B4); and (c) consumer protection conditions (conditions C1 to C9).

Definitions and interpretation relating to the conditions in this Schedule

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

For the purpose of interpreting the Conditions in this Schedule:

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

General Conditions

Part A Network functioning conditions

A1 General network access and interconnection obligations

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

Scope

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

- a) paragraph A1.2 applies to any person who provides a **Public Electronic Communications Network**; and
- b) paragraph A1.3 applies to any **Communications Provider**,

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

Obligation to negotiate Interconnection

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

Information obtained during negotiations for network access

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

A2 Standards and specifications

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

Scope

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

European standards and specifications

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

A2.3 In addition, **Communications Providers** shall take full account of any relevant voluntary standards and/or specifications so published, and any relevant standards and/or specifications adopted by the European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI).

International standards and specifications

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

A3 Availability of services and access to emergency services

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

Scope

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

- a) paragraph A3.2 applies to any person who provides a **Publicly Available Telephone Service** (including a **VoIP Call Service**) and/or a **Public Electronic Communications Network** over which a **Publicly Available Telephone Service** is provided;
- b) paragraphs A3.3 and A3.7 apply to any provider of a **VoIP Call Service**; and
- c) paragraphs A3.4, A3.5 and A3.6 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**.

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

Availability of services, including access to emergency services

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

- 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
- b) uninterrupted access to **Emergency Organisations** to the greatest extent possible as part of any **Publicly Available Telephone Services** offered.

A3.3 **Regulated Providers** who provide **VoIP Call Services** must inform their **Domestic and Small Business Customers**¹ in a clear and readily accessible manner that access to **Emergency Organisations** using **VoIP Call Services** may cease if there is a power cut or power failure, or a failure of the internet connection on which the

¹ As set out in paragraph 8.16 of this consultation document, we have revised our initial proposals by replacing "customers" with "Domestic and Small Business Customers".

service relies. This information must be provided during the sales process, within the terms and conditions of use, and in any user guide issued by the **Regulated Provider**.

Emergency call numbers (“112” and “999”)

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. From 1 October 2017, in the case of **Regulated Providers** providing **Mobile Communications Services**, this obligation shall also apply to access by all **End-Users** to **Emergency Organisations** by using **eCalls**.

Caller location information

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

A3.6 Where a **Regulated Provider** provides an **Electronic Communications Service**:

- a) 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; and
- b) which is 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. In exceptional circumstances, where the **Cell Identification** is temporarily unavailable for technical reasons, the **Caller Location Information** must include the **Zone Code**.

A3.7 Where a **Regulated Provider** provides a **VoIP Call Service**:

- a) the **Regulated Provider** must, where its **VoIP Call Service** is to be used principally at a single fixed location, require its **Domestic and Small Business Customers**² to register with it the address of the place where the **VoIP Call Service** is to be used prior to its activation and update that address information if there is any change; and
- b) where it has a reasonable expectation that, or has been informed that, its **VoIP Call Service** is to be accessed from multiple locations, it must recommend that its customers register and update the location information associated with it, whenever accessing the **VoIP Call Service** from a new location,

so that accurate and up-to-date **Caller Location Information** can be provided to **Emergency Organisations**.

² As set out in paragraph 8.16 of this consultation document, we have revised our initial proposals by replacing “customers” with “Domestic and Small Business Customers”.

A4 Emergency planning

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

Scope

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

Provision or restoration of services

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

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

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

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

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

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

³ See Oftel's 'Statement and Direction issued by the Director General of Telecommunications following a consultation on a draft Direction on Emergency Planning' of 30 July 2003.

A5 Must carry obligations

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

Scope

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

Must Carry Obligations

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

A5.3 **Regulated Providers** shall comply with any order made by the Secretary of State from time to time under section 64(11) of the **Act** with respect to the terms on which such services must be broadcast or otherwise transmitted.

Part B Numbering and technical conditions

B1 Allocation, adoption and use of telephone numbers

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

Scope

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

General Prohibitions on Adoption and Use

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

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

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

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

Requirements in Connection with the Adoption of Telephone Numbers

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

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

B1.6 Where **Telephone Numbers** have been **Allocated** to the **Communications Provider**, that provider shall secure that such **Telephone Numbers** are **Adopted** or otherwise used effectively and efficiently.

- B1.7 The **Communications Provider** shall not unduly discriminate against another **Communications Provider** in relation to its **Adoption** or use of **Telephone Numbers** for purposes connected with the use by that other **Communications Provider**, or its **Customers**, of any **Electronic Communications Network** or **Electronic Communications Service**.
- B1.8 The **Communications Provider** shall take all reasonably practicable steps to secure that its **Customers**, in using **Telephone Numbers**, comply (where applicable) with the provisions of this **Condition**, the provisions of the **National Telephone Numbering Plan** and the **Non-provider Numbering Condition**.

Requirements in Connection with the transfer of use of Allocated Telephone Numbers

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

Application for Allocation or Reservation of Telephone Numbers

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

Charging for Specified Geographic Numbers

B1.12 The **Communications Provider** shall pay to **Ofcom** any applicable **Annual Number Charge** within 14 days of receipt of an invoice from **Ofcom**.

B1.13 The **Annual Number Charge** will be billed annually in arrears following the end of each **Charging Year**.

B1.14 The **Annual Number Charge** for a **Communications Provider** shall be:

- a) the charges applicable to that **Communications Provider** calculated in accordance with paragraph B1.15; less
- b) any reduction applicable to that **Communications Provider** calculated in accordance with paragraph B1.16.

B1.15 In respect of each **Specified Geographic Number** the **Communications Provider** must pay £0.1/365 for every day within the **Charging Year** for which that **Specified Geographic Number** is **Allocated** to it. Such amounts are payable irrespective of whether or not a **Specified Geographic Number** has been **Adopted** or is in use.

B1.16 If relevant, the amount of any reduction for a **Communications Provider** in respect of a **Charging Year** shall be:

- a) $(\text{the total number of the } \mathbf{Communications Provider's Ported Numbers}) \times \text{£}0.1 \div (\text{the } \mathbf{Average Industry Utilisation Rate})$; plus
- b) $(\text{the total number of the } \mathbf{Communications Provider's WLR Numbers}) \times \text{£}0.1 \div (\text{the } \mathbf{Communications Provider}^4 \mathbf{Average Utilisation Rate})$; plus
- c) $(\text{the total number of the } \mathbf{Communications Provider's Public Payphone Numbers}) \times \text{£}0.1 \div (\text{the } \mathbf{Communications Provider Average Utilisation Rate})$.

B1.17 If any reduction calculated pursuant to paragraph B1.16 exceeds the charges applicable to that **Communications Provider** calculated in accordance with paragraph B1.15, the **Annual Number Charge** shall be zero.

Withdrawal of a Number Allocation

B1.18 **Ofcom** may withdraw an **Allocation of Telephone Numbers** from a **Communications Provider** where:

- a) the **Communications Provider** has not **Adopted** those **Telephone Numbers** within six months, or such other period as **Ofcom** may from time to time direct, from the date on which the **Telephone Numbers** were **Allocated**;

⁴ In **Ofcom's** consultation dated 28 October 2016 on promoting efficient use of geographic telephone numbers, available [here](#), we proposed changing "BT Average Utilisation Rate" to "Communications Provider Average Utilisation Rate" in this section of the GC.

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

Requirements in connection with the use of telephone numbers

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

B1.20 Paragraph B1.19 does not apply in respect of—

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

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

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

B1.22 The **Access Charge** must—

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

B1.23 The **Service Charge**—

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

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

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

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

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

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

B1.27 Where this paragraph applies, the **Access Charge Element** shall be deemed to be zero.

B1.28 For the purpose of calculating and billing the **Service Charge Element** of the retail price for calls to **Unbundled Tariff Numbers**, the **Communications Provider** must ensure that it has systems able to accommodate up to one hundred (100) different **Price Points**.

B1.29 In relation to the obligation under paragraph B1.28, the **Price Points** accommodated by the systems of the **Communications Provider** must:

- a) reflect on a fair and reasonable basis the rates proposed to the **Communications Provider** by other providers in respect of their **Service Charges**, taking account of the volume and range of such proposals; and
- b) be set in increments of no less than £0.01.

Annex to Condition B1⁵

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

1. Specified Geographic Numbers identified by Geographic Area Code:	
Geographic Area Code	Area
01202	Bournemouth
01204	Bolton
01223	Cambridge
01224	Aberdeen
01225	Bath
01234	Bedford
01244	Chester
01252	Aldershot
01253	Blackpool
01254	Blackburn
01268	Basildon
01273	Brighton
01274	Bradford
01293	Crawley
01302	Doncaster
01332	Derby
01473	Ipswich
01482	Hull
01483	Guildford
01524	Lancaster
01582	Luton
01603	Norwich
01604	Northampton
01634	Medway
01635	Newbury
01698	Motherwell
01706	Rochdale
01708	Romford
01709	Rotherham
01733	Peterborough

⁵ We have updated this Annex in accordance with the proposals set out in Ofcom's consultation dated 28 October 2016 on promoting efficient use of geographic telephone numbers, available [here](#).

01752	Plymouth
01753	Slough
01772	Preston
01782	Stoke-on-Trent
01792	Swansea
01793	Swindon
01865	Oxford
01902	Wolverhampton
01904	York
01908	Milton Keynes
01923	Watford
01924	Wakefield
01925	Warrington
01942	Wigan

In this Annex, any word or expression shall have the same meaning as it has in **Condition B1** or the **National Telephone Numbering Plan**.

B2 Directory information

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

Scope

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

Provision of directory information

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

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

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

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

Charges

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

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

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

Data protection

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

B3 Number portability

This condition sets out the rules which communications providers must follow when customers request to take their landline and/or mobile number(s) with them when changing provider.

Scope

- B3.1 This **Condition** applies to any person who provides:
- a) an **Electronic Communications Network**; or
 - b) an **Electronic Communications Service** to a **Subscriber** with a number or numbers from the **National Telephone Numbering Plan**.
- B3.2 For the purposes of this **Condition**:
- a) any such person referred to in paragraph B3.1 is a '**Regulated Provider**'; and
 - b) any such **Subscriber** referred to in paragraph B3.1(b) is a '**Relevant Subscriber**'.

Number Portability

- B3.3 The **Regulated Provider** shall provide **Number Portability** within the shortest possible time, including subsequent activation, on reasonable terms and conditions, including charges, to any of its **Relevant Subscribers** who so request.
- B3.4 In the case of **Mobile Number Portability**, where the request is for porting a total of fewer than 25 **Mobile Numbers**, the **Donor Provider** shall:
- a) allow **Relevant Subscribers** to request a **PAC** over the phone; and
 - b) where a **Relevant Subscriber** contacts the **Donor Provider** by phone, provide the **PAC** immediately over the phone where possible or by **SMS** within two hours of the request or by another reasonable mechanism if requested by the **Relevant Subscriber** and consented to by the **Donor Provider**.
- B3.5 The **Regulated Provider** shall ensure:
- a) in the case of **Mobile Number Portability**, porting of these numbers and their subsequent activation shall be completed within one business day from the receipt by the **Recipient Provider** of the **Relevant Subscriber Request to Port** from its new **Subscriber**; and
 - b) in all other cases, porting of these numbers and their subsequent activation shall be completed within one business day once all necessary validation processes have been completed, the network connection is ready for use by the **Relevant Subscriber**, and the **Donor Provider** has received a request to activate the porting of these numbers from the **Recipient Provider**.

- B3.6 Subject to paragraph B3.5(a), the **Recipient Provider** shall request porting from the **Donor Provider** as soon as it is reasonably practicable after receiving the **Relevant Subscriber Request to Port** from its new **Subscriber**.
- B3.7 The **Regulated Provider** shall, pursuant to a request from another **Regulated Provider**, provide **Portability** as soon as is reasonably practicable in relation to that request on reasonable terms. Any charges for the provision of such **Portability** shall be made in accordance with the following principles:
- a) subject always to the requirement of reasonableness, charges shall be cost oriented and based on the incremental costs of providing **Portability** unless:
 - i) the **Donor Provider** and the **Recipient Provider** have agreed another basis for the charges, or
 - ii) **Ofcom** has directed that another basis for charges should be used;
 - b) the **Donor Provider** shall make no charge in relation to **Porting System Set-Up Costs** or **Additional Conveyance Costs**;
 - c) in respect of **Mobile Portability**, the **Donor Provider** shall make no charge or annual fee for ongoing costs relating to registration of a ported **Telephone Number** or a **Relevant Subscriber**;
 - d) charges levied by the **Donor Provider** shall be based on the reasonable costs incurred by it in providing **Portability** with respect to each **Telephone Number**;
 - e) any direct charges to **Relevant Subscribers** for providing **Number Portability** do not act as a disincentive to **Subscribers** against changing their **Regulated Provider**.
- B3.8 Where the **Regulated Provider** provides **Portability** in accordance with paragraph B3.7:
- a) the **Recipient Provider**; and
 - b) the **Transit Provider**,
- shall, as appropriate, provide **Portability** on reasonable terms.
- B3.9 The **Regulated Provider** shall, on written request, provide **Ofcom** with a record of each **Telephone Number** in relation to which it is providing **Portability**, specifying the relevant **Recipient Provider** in each case.
- B3.10 The **Regulated Provider** shall inform the **Relevant Subscriber** of the date when **Number Portability** will be provided to that **Subscriber**.
- B3.11 Where **Regulated Providers** delay the porting of a **Telephone Number** for more than one business day or where there is an abuse of porting by them or on their behalf, they shall provide reasonable compensation as soon as is reasonably practicable to the **Relevant Subscriber** for such delay and/or abuse.

B3.12 The **Regulated Provider** shall set out in a clear, comprehensive and easily accessible form for each **Relevant Subscriber** how **Relevant Subscribers** can access the compensation provided for in paragraph B3.11 above, and how any compensation will be paid to the **Subscriber**.

B4 Access to numbers and services

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

Scope

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

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

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

Granting, limiting and blocking access to numbers and services

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

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

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

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

Missing children hotline number

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

Part C Consumer protection conditions

C1 Contract requirements

This condition aims to protect consumers and end-users by ensuring that contracts for a connection to a public electronic communications network or for public electronic communications services include minimum terms and information. It also sets out requirements about contract duration, facilitating changes of communications provider and end-users' rights to terminate a contract, which are designed to ensure that end users are treated fairly and able to switch to a different provider in appropriate cases.

Scope

C1.1 This **Condition** applies to all providers of **Public Electronic Communications Networks** and/or **Public Electronic Communications Services**, each of whom is a **'Regulated Provider'** for the purposes of this **Condition**.

Contract Requirements

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-Users** on request, must offer to enter into a contract or vary an existing contract with that **Consumer**, or other **End-User**, which specifies at least the following minimum requirements in a clear, comprehensive and easily accessible form:

- 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 Services** and **Caller Location Information** is being provided, and any limitations on the provision of access to **Emergency Services**;
- c) information on any other conditions limiting access to and/or use of services and applications (where such conditions are permitted under national law);
- d) details of the minimum service quality levels offered, 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;
- g) any restrictions imposed by the provider on the use of terminal equipment supplied;
- h) the **Subscriber's** options as to whether or not to include his or her personal data in a directory, and the data concerned;

- i) details of prices and tariffs, indicating the services provided and the content of each tariff element (with regard to charges for access, usage and/or maintenance), including details of any standard discounts applied, any special and targeted tariff schemes and any additional charges, the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained;
- j) payment methods offered and any difference in costs due to payment method;
- k) the duration of the contract, and the conditions for renewal and termination of services and of the contract, including:
 - i) any minimum usage or duration required to benefit from promotional terms;
 - ii) any charges related to portability of numbers and other identifiers; and
 - iii) any charges due on termination of the contract, including any cost recovery with respect to terminal equipment;
- l) any applicable compensation and/or refund arrangements which will apply if contracted quality service levels are not met;
- m) the means of initiating procedures for the settlement of disputes in respect of the contract; and
- n) the type of action that might be taken by the **Regulated Provider** in reaction to security or integrity incidents or threats and vulnerabilities.

C1.3 Without prejudice to any **Initial 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**. In particular, but without limiting the extent of this paragraph:

- a) **Regulated Providers** who are providing **Public Electronic Communications Services** to **Consumers** must not, at the end of those **Consumers' Initial Commitment Period**, renew those **Consumers' contracts** for a further **Initial Commitment Period** unless that **Communications Provider** has first obtained those **Consumers' Express Consent**; and
- b) **Regulated Providers** who are providing **Public Electronic Communications Services** to **Small Business Customers** must not, at the end of those **Small Business Customers' Initial Commitment Period**, renew those **Small Business Customers' contracts** for a further **Initial Commitment Period** unless that **Communications Provider** has first obtained those **Small Business Customers' Express Consent**.

C1.4 **Regulated Providers** shall not include a term in any contract with a **Consumer** for the provision of **Electronic Communications Services** that stipulates an **Initial Commitment Period** of more than 24 months in duration.

C1.5 **Regulated Providers** shall ensure that **Subscribers** are able to subscribe to a contract with a maximum duration of 12 months.

C1.6 **Regulated Providers** shall:

- a) give their **Subscribers** adequate notice not shorter than one month of any contractual modifications likely to be of material detriment to that **Subscriber**;
- b) allow their **Subscribers** to withdraw from their contract without penalty upon such notice; and
- c) at the same time as giving the notice in condition C1.6(a) above, shall inform the **Subscriber** of its ability to terminate the contract without penalty if the proposed modification is not acceptable to the **Subscriber**.

C1.7 In relation to changes to contractual prices:

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

shall be deemed as likely to be of material detriment to a **Subscriber** for the purposes of paragraph C1.6(a).

C2 Information publication and transparency requirements

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

Scope

C2.1 This **Condition** applies to all providers of **Public Electronic Communications Networks** and/or **Public Electronic Communications Services**, each of whom is a **'Regulated Provider'** for the purposes of this **Condition**.

General information publication requirements

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 paragraphs C2.3 and C2.11. For the avoidance of doubt, this **Condition** does not require **Regulated Providers** to publish any bespoke or individual prices, tariffs or terms and conditions.

C2.3 The information published shall include at least the following:

- a) the name and registered office address of the **Regulated Provider**;
- b) a description of the services offered;
- c) the standard tariffs of the **Regulated Provider** indicating the services provided and the content of each tariff element (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;
- d) any compensation and/or refund policies, including specific details of any compensation and/or refund schemes offered;
- e) any types of maintenance service offered;
- f) the standard contract conditions offered, including any relevant minimum contractual period, termination of the contract, and procedures and direct charges related to **Number Portability**; and
- g) any available dispute resolution mechanisms, including those developed by the **Regulated Provider**.

Unbundled Tariff and Personal Numbers information publication requirements

C2.4 In respect of **Unbundled Tariff Numbers**, **Regulated Providers** shall publish their **Access Charges** in a way that:

- a) ensures they are readily accessible to **Consumers**; and
- b) gives those charges the same prominence in terms of location and format as is given to charges for geographic calls, calls to mobiles and call packages (including bundles) on the **Regulated Provider's** website, in its published price lists and in advertising and promotional material which refer to call pricing.

C2.5 In respect of **Personal Numbers, Regulated Providers** shall:

- a) publish usage charges, including any variations by time of day, in a way that:
 - i) ensures they are readily accessible to **Consumers**; and
 - ii) gives those charges the same prominence in terms of location and format as is given to charges for geographic calls, calls to mobiles and call packages (including bundles) on the **Regulated Provider's** website and in its published price lists; and
- b) in advertising and promotional material which refer to call pricing, publish the maximum charges applying to **Personal Numbers**.

C2.6 Without prejudice to paragraphs C2.4 and C2.5, **Regulated Providers** shall give particular prominence to:

- a) the **Access Charge** that is payable for each package of tariffs that the **Regulated Provider** makes available to **Consumers**; and
- b) whether calls to **Unbundled Tariff Numbers** and **Personal Numbers** are included within bundles of inclusive calls or inclusive call minutes purchased by **Consumers** from the **Regulated Provider**, specifying in particular:
 - i) the **Unbundled Tariff Numbers** to which the terms of the bundle apply;
 - ii) if relevant, the number of call minutes to **Unbundled Tariff Numbers** and **Personal Numbers** that are so included;
 - iii) if relevant, whether the inclusion of calls to **Unbundled Tariff Numbers** and **Personal Numbers** is conditional upon the time or day of the call; and
 - iv) whether any special offers, discount schemes or call bundling arrangements apply to the **Service Charges** payable in respect of the call minutes or calls to **Unbundled Tariff Numbers** that are so included.

C2.7 Where a **Regulated Provider** advertises, promotes or procures the advertisement or promotion of any **Unbundled Tariff Number** in connection with the provision by the **Regulated Provider** of a service to **Consumers** by means of that **Unbundled Tariff Numbers** it shall:

- a) include or procure the inclusion in any advertising and promotion of the **Unbundled Tariff Number**, the **Service Charge** which applies in respect of a call by a **Consumer** to that number; and

- b) ensure that the **Service Charge** is displayed in a prominent position and in close proximity to the **Unbundled Tariff Number** in any such advertising or promotion of the **Unbundled Tariff Number**.

C2.8 Where a **Regulated Provider** applies different tariffs for **Small Business Customers** to those it is required to apply to **Consumers** in paragraphs C2.4 – C2.7 above it must ensure that its pricing for **Small Business Customers** is transparent and inform such customers of any differences in treatment that apply.

Premium Rate Service information publication requirements

C2.9 In relation to **Controlled Premium Rate Services (CPRS)**, **Regulated Providers** shall provide on request and free of charge the following information and advice to **Consumers** and **Small Business Customers**:

- a) information about the **CPRS** mechanisms in the UK market, such as operator billing, premium short messaging service (**PSMS**) payments, **PRS Number** service charges, and voice shortcode charges, and how they are applied to the customers' phone **bill**; and
- b) information about the role of **Regulated Providers** in relation to:
 - i) general **CPRS** enquiries and requests for number checks via the number-checker facilities provided by the Phone-paid Services Authority on its website⁶; and
 - ii) dealing with formal complaints about abuses of service content, non-compliance with the Phone-paid Services Authority's code of practice and other alleged unlawful operation of services and numbers.

C2.10 In so doing **Regulated Providers** shall provide:

- a) basic information about how **CPRS** work including whether the call(s) in question were routed to service providers hosted on the **Regulated Provider's** own network or on the network of a different **Communications Provider**, together with a basic explanation of how revenue sharing with service providers operates;
- b) information about the tariffs that apply on their network for calls to any **CPRS** number range, including, where appropriate, the **Regulated Provider's Access Charge**;
- c) contact details of individual service providers or the **Communications Providers** which host them, and where that information is available⁷;
- d) service providers' customer service contact details where consumers can obtain further information about services provided on the **CPRS** numbers found on their **Bills**;

⁶ www.psauthority.org.uk

⁷ For example, the information may be available via the Phone-paid Services Authority's website.

- e) information about the role and remit of the Phone-paid Services Authority in dealing with complaints and how to go about making a formal complaint to the Phone-paid Services Authority via the website, helpline or in writing;
- f) information on the role of **Alternative Dispute Resolution Schemes** in resolving disputes concerning **CPRS** calls;
- g) information about how **Consumers** can bar access from their telephone to all or specific **CPRS** number ranges for reasons of cost and/or content; and
- h) information on any other options available to **Consumers** for seeking refunds in cases of abuse or scams involving **CPRS** calls.

Method of Publication

C2.11 Where this **Condition** requires information to be published it shall be effected by:

- a) sending a copy of the information or any appropriate parts of it to any **End-User** who reasonably requests it, free of charge; and
- b) placing a copy of the information in plain English, in an easily accessible and reasonably prominent manner on their website or, where there is no such website, in such manner and form as directed by **Ofcom**.

Processes and Procedures

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

C2.13 **Regulated Providers** must have fully documented procedures in place to ensure that customers and advice agencies are made aware of the existence of the requirements in this **Condition** including for example by referring to the requirements in sales and marketing literature.

C3 Public pay telephones

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

Scope

C3.1 This **Condition** applies to all providers of **Public Pay Telephones**, each of whom is a '**Regulated Provider**' for the purposes of this **Condition**.

Information to be displayed

C3.2 **Regulated Providers** shall display and take all reasonable steps to keep displayed prominently on or around all **Public Pay Telephones** a notice specifying:

- a) the minimum charge payable for connection of a call;
- b) the location of the **Public Pay Telephone** sufficient to enable it to be located as swiftly as possible by **Emergency Organisations**;
- c) that calls to **Emergency Organisations** using the numbers "112" and "999" may be made from the **Public Pay Telephone** free of charge and without having to use coins or cards; and
- d) whether or not the **Public Pay Telephone** is available to receive a call, and if so, the **Telephone Number** of the **Public Pay Telephone**.

C4 Billing requirements

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

Scope

C4.1 The provisions of this **Condition** apply as follows:

- a) paragraphs C4.2 and C4.3 apply to any person who provides a **Public Electronic Communications Service**; and
- b) paragraphs C4.4 to C4.12 apply to any provider of **Publicly Available Telephone Services** and/or **Publicly Available Internet Access Services** (including any wholesale provider), except that paragraphs C4.4 to C4.6 do not apply to any such provider if its **Relevant Turnover** in its most recent complete financial year is less than £55 million;

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

Accurate billing

C4.2 **Regulated Providers** shall not charge an **End-User**, or render or make available any **Bill** to an **End-User**, in respect of the provision of any **Public Electronic Communications Services**, unless every amount charged and/or stated in the **Bill** represents and does not exceed the true extent of any such service actually provided to the **End-User** in question.

C4.3 **Regulated Providers** shall retain such **Records** as may be necessary for the purpose of establishing compliance with paragraph C4.2 above for at least 12 months from the date on which they were created. This paragraph applies subject to the requirements of **Relevant Data Protection Legislation**.

Total Metering and Billing Systems

C4.4 **Ofcom** may from time to time issue a direction under this **Condition**⁸ setting out the process, standards and other requirements that **Regulated Providers** must comply with to obtain **Approval** of their **Total Metering and Billing Systems**.

C4.5 **Regulated Providers** shall:

- a) apply to an **Approval Body** for **Approval** of any **Total Metering and Billing System** it uses in respect of the **Publicly Available Telephone Services** and/or

⁸ The direction which is currently in force (the "2014 Ofcom Metering and Billing Direction") was issued on 31 July 2014. It is available [here](#).

(The revisions we are proposing to make to the 2014 Ofcom Metering and Billing Direction are set out in Section 14 of this consultation document.)

Publicly Available Internet Access Services it provides, in accordance with the process specified by **Ofcom** in a direction issued under paragraph C4.4 of this **Condition**;

- 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**.

C4.6 Where an **Approval Body** does not grant or withdraws **Approval** from all or part of a **Regulated Provider's Total Metering and Billing System**, that **Regulated Provider** shall, as soon as is reasonably practicable, either take the action recommended by the Approval Body to obtain **Approval** or cease use of that **Total Metering and Billing System** (or that part of it), and, in either case, inform **Ofcom** of the date by which it shall do so.

Access to billing information

C4.7 Subject to paragraph C4.9 below, **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:

- a) verify and control the charges incurred by the **Subscriber**; and
- b) adequately monitor the **Subscriber's** usage and expenditure and thereby exercise a reasonable degree of control over their **Bills**.

C4.8 In relation to any **Subscriber** who is a **Consumer**, the billing information referred to in paragraph C4.7 above must include any **Access Charge** applied by the **Regulated Provider** for the purpose of calculating the amounts payable by that **Subscriber** for calls to **Unbundled Tariff Numbers** in accordance with **Condition B1**.

C4.9 If its **Subscriber** requests the billing information mentioned in paragraph C4.7 above by means of a printed **Bill**, the **Regulated Provider** may charge a reasonable fee for providing it.

C4.10 **Regulated Providers** shall ensure that calls and **Short Messages** which are made from a **Subscriber's** telephone which are free of charge to that **Subscriber**, including calls and **Short Messages** to helplines, are not identified in the **Subscriber's** itemised **Bills** or any other **Records** that **Regulated Providers** make available to the **Subscriber**.

Debt collection and disconnection

C4.11 Where a **Subscriber** has not paid a **Regulated Provider** all or part of a **Bill** for **Publicly Available Telephone Services** and/or **Publicly Available Internet Access Services** provided by the **Regulated Provider**, the **Regulated Provider** shall ensure that any measures it takes to effect payment or disconnection:

- a) are proportionate and not unduly discriminatory;

- b) include giving due warning to the **Subscriber** beforehand of any consequent service interruption or disconnection; and
- c) except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the service concerned, as far as technically feasible.

C4.12 **Regulated Providers** shall publish details of the measures they may take to effect payment or disconnection in accordance with paragraph C4.11 above by:

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

C5 Complaints handling and dispute resolution

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

Scope

C5.1 This **Condition** applies to any **Communication Provider** who provides **Public Electronic Communications Services to Domestic and Small Business Customers**. For the purposes of this **Condition**:

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

Code of practice for customer service and complaints handling

C5.2 **Regulated Providers** must:

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

Dispute resolution

C5.3 **Regulated Providers** must:

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

Monitoring compliance

- C5.4 **Regulated Providers** must monitor their compliance with the obligations imposed by this **Condition** and the **Ofcom Approved Code**, including compliance by all staff who interact with **Relevant Customers** and / or handle **Complaints**, and take appropriate steps to prevent the recurrence of any problem(s) identified.

Ofcom Approved Code of Practice for Customer Service and Complaints Handling

Section 1 – Complaints handling procedures

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

Receiving, handling and resolving Complaints by Relevant Customers with disabilities or who are vulnerable consumers

2. The **Complaints Handling Procedures** of **Regulated Providers** must be sufficiently accessible to enable the following to make, and progress, a **Complaint**:
 - a. **Relevant Customers** with disabilities;
 - b. **Relevant Customers** who are vulnerable due to circumstances, including but not limited to, age, physical or learning disability, physical or mental illness, low literacy, communications difficulties or changes in circumstances such as bereavement or divorce; and
 - c. third parties acting on behalf of such **Relevant Customers**.

Identifying and receiving Complaints

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

Information to the Complainant about process and timeframe

6. After having received a **Complaint**, the **Regulated Provider** must promptly inform the **Complainant** of:

- a. the process it will follow to investigate the **Complaint** with a view to resolving it to the **Complainant's** satisfaction; and
- b. the timeframes in which the **Regulated Provider** will endeavour to carry out its investigation of the **Complaint**.

Taking steps to resolve Complaints

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

Telling the Complainant of the outcome of the investigation into the Complaint

8. The **Regulated Provider** must promptly tell the **Complainant** of the outcome of its investigation into the **Complaint**.
9. When carrying out its obligation in paragraph 8., the **Regulated Provider** must also tell the **Complainant**:
 - a. that the **Regulated Provider** may consider it reasonable to conclude the **Complaint** has been resolved to the **Complainant's** satisfaction if they do not let the **Regulated Provider** know by the **Relevant Date** that they consider the **Complaint** remains unresolved;
 - b. what the **Relevant Date** is for the particular **Complaint**;
 - c. where a copy of the **Customer Complaints Code** can be found on the **Regulated Provider's** website and the contact details for the **Regulated Provider's ADR** scheme.
10. Where requested by the **Complainant**, **Regulated Providers** must ensure that the information referred to in paragraphs 8. and 9. is issued by a **Durable Medium**.

Unresolved Complaints and access to ADR

Issuing ADR Letters

11. The **Regulated Provider** must immediately issue an **ADR Letter** to the **Complainant** at any time, where:
 - a. it has told the **Complainant** of the outcome of its investigation into the **Complaint**;
 - b. the **Complainant** has told the **Regulated Provider** that they consider the proposed outcome does not resolve the **Complaint** to their satisfaction; and
 - c. the **Regulated Provider** does not intend to take additional steps to resolve the **Complaint** to the **Complainant's** satisfaction that would produce a different outcome.
12. The **Regulated Provider** must immediately issue an **ADR Letter** to the **Complainant** if the **Complaint** remains unresolved after 8 weeks have passed since the date on which

the **Complaint** was first received, unless the **Relevant Provider** has already sent an **ADR Letter** in accordance with paragraph 11. above;

13. **Regulated Providers** must issue any **ADR Letter** in a **Durable Medium**.

Closing Complaints

14. The **Regulated Provider** must not close a **Complaint** unless:

- a. the **Complaint** has been resolved in accordance with the circumstances set out in paragraph 15. below;
- b. an **ADR Letter** has been issued to the **Complainant** in accordance with paragraphs 11 or 12 above; or
- c. it is reasonable for the **Regulated Provider** to consider the **Complaint** to be frivolous or vexatious.

15. A **Complaint** has been resolved where:

- a. the **Complainant** has expressly agreed that the **Complaint** has been resolved to the **Complainant's** satisfaction;
- b. it is reasonable for the **Regulated Provider** to conclude that the **Complaint** has been resolved to the **Complainant's** satisfaction because:
 - i. the **Regulated Provider** has informed the **Complainant** of the outcome of its investigation (see paragraph 8.) and complied with its obligations under paragraph 9.; and
 - ii. the **Complainant** has not come back to them by the **Relevant Date** to say that they consider the **Complaint** remains unresolved (see paragraph 9.a.).

Section 2 – Customer Complaints Code

16. The **Customer Complaints Code** that **Regulated Providers** are required to have pursuant to **Condition C5.2(b)** must:

- a. be concise and easy to understand;
- b. only contain relevant information about how **Complaints** from **Relevant Customers** are handled and how, and when, **Complainants** can take their unresolved **Complaints** to the **ADR Scheme**.

17. The **Customer Complaints Code** must be kept up to date and include information about:

- a. the contact details for making a **Complaint** to the **Regulated Provider**, including providing details about the means of lodging a **Complaint** required in paragraph 4. above;

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

Staff awareness of the Regulated Provider's Customer Complaints Code

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

Section 3 – Record keeping

Record keeping for each Complaint

20. For each **Complaint** received, the **Regulated Provider** must keep a record in writing of:

- a. the date on which the **Complaint** was received;
- b. how the **Complaint** was made (for example, by email or by phone);
- c. the identity of the **Complainant**;
- d. a description of what the **Complaint** is about;
- e. all communications made / received between the **Regulated Provider** and the **Complainant** regarding the **Complaint**, including, as a minimum:
 - i. the date on which the communication was made / received;
 - ii. how the communication was made / received (for example, by email or by phone);
 - iii. a description of what was contained in the communication (for example, advice given and / or action proposed to be taken and / or action agreed with the **Complainant** to be taken, to resolve the **Complaint**);
 - iv. copies of any written communication;
- f. the date on which the **Complaint** was resolved / closed.

21. Where the **Complaint** is resolved because:

- a. the **Complainant** expressly agrees that the **Complaint** has been resolved to the **Complainant's** satisfaction, the **Regulated Provider** must keep a record in writing of that express agreement;
- b. the conditions set out in paragraph 9.a. to c. have been satisfied as a result of which the **Regulated Provider** can conclude that the **Complaint** has been resolved to the **Complainant's** satisfaction, the **Regulated Provider** must keep a record showing that those conditions were met.

22. Where the **Regulated Provider** closes a **Complaint** on the basis of:

- a. paragraph 14.b., a record must be retained of the **ADR Letter** and why it was issued;
- b. paragraph 14.c., a record must be retained of why the **Regulated Provider** considered it reasonable to consider the **Complaint** to be frivolous or vexatious.

Monthly records

23. For each month, **Regulated Providers** must retain a record of the following:

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

Retaining records

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

Section 4 – Information in bills on ADR

- 26. Every **Bill** provided to **Relevant Customers**, excluding **Bills** provided by **SMS**, must also include, in a reasonably prominent manner, relevant text regarding the right of **Relevant Customers** to take unresolved **Complaints** to the **ADR Scheme**. That text must:
 - a. provide the name of the body which administers the **ADR Scheme**;
 - b. state that the **ADR Scheme** offers dispute resolution for **Complaints**, which is independent of the **Regulated Provider**;
 - c. inform **Relevant Customers** that the **ADR Scheme** can normally only be accessed after eight weeks have passed since the **Complaint** was first made to the **Regulated Provider**;
 - d. inform **Relevant Customers** that they can use the **ADR Scheme** at no cost to themselves; and
 - e. refer to the **Customer Complaints Code**, and where it can be found on the **Regulated Provider's** website, for further information and, where possible, provide a web address for the **Customer Complaints Code**.

C6 Measures to meet the needs of vulnerable consumers and end-users with disabilities

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

Scope

C6.1 This **Condition** applies to all providers of **Public Electronic Communications Services**, each of whom is a '**Regulated Provider**' for the purposes of this **Condition**.

Policy for vulnerable consumers

C6.2 **Regulated Providers** must establish, publish and implement clear and effective policies and procedures for the fair and appropriate treatment of **Consumers** whose circumstances may make them vulnerable.

C6.3 Such policies and procedures must include, as a minimum:

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

Measures for end-users with disabilities

C6.4 **Regulated Providers** must take the measures needed to meet the needs of **End-Users** with disabilities set out in paragraphs C6.5 - C6.11 below and take all reasonable steps to ensure that such measures are widely publicised, taking into

consideration the need to disseminate information in appropriate formats through appropriate channels for **End-Users** with disabilities.⁹

Access to directory information

C6.5 **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 a **Directory Enquiry Facility** is capable of connecting such an **End-User** to a requested **Telephone Number** at the request of that **End-User**.

Relay service

C6.6 **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**.

C6.7 In providing access to **Relay Services** under paragraph C6.6 above, **Regulated Providers** must:

- a) apply a special tariff scheme designed to compensate **Subscribers** for the additional time taken by **End-Users** with disabilities to make telephone calls using a **Relay Service** where, because of their disabilities, those **End-Users** need to make calls using a **Relay Service**;
- b) ensure measures are taken to protect the confidentiality of communications between **End-Users** of the **Relay Service**;
- c) subject to paragraph C4.11 of **Condition C4**, ensure that the **Relay Service** is available for lawful use by **End-Users** at all times;
- d) ensure **End-Users** are not prevented from communicating with other **End-Users** of other approved **Relay Services**; and
- e) comply with any directions in respect of the **Relay Service** which **Ofcom** may make from time to time.

Mobile SMS access to emergency organisations

C6.8 **Regulated Providers** must provide any **End-User** of their **Publicly Available Telephone Services** who has hearing or speech impairments with **Mobile SMS Access to Emergency Organisations** by using the emergency call numbers “112” and “999” at no charge.

⁹ See Ofcom’s document of 9 August 2016, entitled “A guide to publicising services available to disabled people”: https://www.ofcom.org.uk/_data/assets/pdf_file/0015/81132/guidance.pdf

Priority fault repair

C6.9 **Regulated Providers** must provide a priority **Fault Repair Service** as swiftly as practicable to any **End-User** with a disability who has a genuine need for an urgent repair. Charges for a priority **Fault Repair Service** must not exceed the **Regulated Provider's** standard charge for a **Fault Repair Service**.

Third party bill management

C6.10 **Regulated Providers** must make the following special measures available to any of their **Subscribers** with a disability who needs assistance in managing his or her Bills for any **Public Electronic Communication Service**, at no cost to such a **Subscriber**:

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

Bills and contracts in accessible format

C6.11 **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 **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**.

Consultation with the Consumer Panel

C6.12 **Regulated Providers** must consult the Consumer Panel on request to ensure that the requirements and interests of **End-Users** with disabilities and **Consumers** whose circumstances make them vulnerable are fully taken into account in the development and provision of their services.

C7 Calling line identification facilities

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

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

Scope

C7.1 This **Condition** applies to all providers of **Publicly Available Telephone Services** and **Public Electronic Communications Networks** over which **Publicly Available Telephone Services** are provided, each of whom is a '**Regulated Provider**' for the purposes of this **Condition**.

Provision of Calling Line Identification Facilities

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

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

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

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

C7.5 **Regulated Providers** must not charge **Subscribers** any additional or separate fee for access to or use of standard **Calling Line Identification Facilities**.

Invalid and non-diallable CLI

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

- a) take all reasonable steps to identify calls in relation to which invalid or non-diallable **CLI Data** is provided; and
- b) prevent those calls from being connected to the called party, where such calls are identified.

Data protection

C7.7 This **Condition** applies subject to the requirements of **Relevant Data Protection Legislation**.

C8 Switching

This condition aims to protect domestic and small business customers during the process of switching their landline and/or broadband services from one provider to another.

Scope

C8.1 This **Condition** applies to any **Communications Provider** which provides **Fixed-line Telecommunications Services** and/or **Broadband Services** to **Switching Customers** when a **Communications Provider Migration** is taking place within **Openreach's** or **KCOM's Access Network**.

C8.2 For the purposes of this **Condition**:

- a) any such **Communications Provider** is a **Regulated Provider**; and
- b) any such **Fixed-line Telecommunications Services** and/or **Broadband Services** are **Relevant Communications Services**.

Obligations to prevent mis-selling

C8.3 When selling or marketing **Relevant Communications Services**, the **Regulated Provider** that is the **Gaining Provider** must ensure that:

- a) it does not engage in **Slamming**;
- b) it only uses **Cancel Other** in the circumstances set out in Annex 1;
- c) any information it provides to the **Switching Customer** is accurate and not misleading, including information about:
 - i) its **Relevant Communications Services**;
 - ii) the impact on other **Relevant Communications Services** which the **Switching Customer** is currently receiving, as a result of buying the **Relevant Communications Services** being sold or marketed by the **Gaining Provider**;
 - iii) the impact on the **Switching Customer's** existing contractual obligations with other **Regulated Providers**, as a result of buying the **Relevant Communications Services** being sold or marketed by the **Gaining Provider**.
- d) it asks **Switching Customers** if they also want the information provided in a **Durable Medium** and, if they do, the **Regulated Provider** must provide the information in that form.

Information at point of sale

C8.4 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:

- a) is authorised to do so;
- b) intends to enter into the contract; and
- c) is provided with the information set out below in a clear, comprehensible, prominent and accurate manner, in paper or another **Durable Medium** which is available or accessible to the **Switching Customer** or, where the **Switching Customer** enters into the contract during a sales call, by telephone:
 - i) the identity of the legal entity the **Switching Customer** is contracting with and its telephone, website and/or e-mail contact details;
 - ii) a description of the **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 minimum period of contract. For the purposes of this provision, key charges include minimum contract charges, any early termination charges and, if the **Switching Customer** is a **Consumer**, the **Access Charge** to be applied by the **Regulated Provider** for the purpose of calculating the amounts payable by that **Switching Customer** for calls to **Unbundled Tariff Numbers** in accordance with **Condition B1**.

Switching Customer's termination rights

C8.5 Where the Regulated Provider is the Gaining Provider:

- a) When the **Switching Customer** enters into a contract for the provision of **Relevant Communications Services**, the **Regulated Provider** must allow the **Switching Customer** to terminate the contract from the point of sale to the completion of the **Transfer Period** without charge or any other form of compensation being required to be given by the **Switching Customer** to the **Regulated Provider**.
- b) The **Regulated Provider** must have procedures in place to enable the **Switching Customer** to exercise their right to terminate their contract pursuant to **Condition C8.5** without unreasonable effort. These procedures must include the ability to contact the **Regulated Provider** to terminate the contract by any of the following contact methods:
 - i) telephone;
 - ii) e-mail;
 - iii) post.

Records Retention

C8.6 Without prejudice to paragraph C8.7, the **Regulated Provider** that is the **Gaining Provider** must use reasonable endeavours to create and keep all records regarding the sale of its **Relevant Communications Services**, for a period of not less than six months. Such records must include the date and approximate time of the contact with the **Switching Customer**, the means through which the **Contract** was entered into, the place where the contract was entered into, where relevant, and be such as to allow subsequent identification of the salesperson(s) involved and to assist in dealing with any complaint or query.

Record of consent

C8.7 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:

- a) a direct record of consent, as provided by the **Switching Customer**, to:
 - 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,
 - ii) begin acquiring **Relevant Communications Services** over the **Target Line**;
- b) a record of the explanation from the **Regulated Provider** that they are required to create a record of the **Switching Customer's** consent;
- c) the name and address of the **Switching Customer**;
- d) the time, date and means by which the consent in sub-section (a) above was given;
- e) where appropriate, the place where the consent in sub-section (a) above was given and the salesperson(s) involved;
- f) the **Target Address**; and
- g) where appropriate, the **Calling Line Identification** of the **Target Line**.

C8.8 The **Regulated Provider** that is the **Gaining Provider** shall keep the records in accordance with paragraph C8.7 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 C8.7.

Notification Letters

C8.9 When a **Switching Customer** enters into a contract for the provision of **Relevant Communications Services**, the **Regulated Provider** that is the **Gaining Provider**

must send that **Switching Customer** a letter. The letter shall set out in clear and intelligible terms:

- a) the date of the letter;
- b) that the **Switching Customer** is transferring their **Relevant Communications Services**;
- c) all **Relevant Communications Services** that will be transferred;
- d) where relevant, the **Calling Line Identification** of all **Relevant Communications Services** that will be transferred;
- e) a reasonable estimate of the **Migration Date**;
- f) the right of the **Switching Customer** to terminate the contract as set out in **Condition C8.5**, the means by which the right to terminate can be exercised and the date by which the right to terminate must be exercised; and
- g) relevant contact details.

C8.10 The **Regulated Provider** that is the **Losing Provider** must, in accordance with the industry agreed process, send the **Switching Customer** a letter. The letter shall set out in clear, intelligible and neutral terms:

- a) the date of the letter;
- b) that the **Switching Customer** is transferring their **Relevant Communications Services**;
- c) all **Relevant Communications Services** that will be transferred;
- d) where relevant, the **Calling Line Identification** of all **Relevant Communications Services** that will be transferred;
- e) all **Relevant Communications Services** or other types of services provided by the **Losing Provider** that the **Losing Provider** reasonably expects to be directly or indirectly affected by the transfer;
- f) all **Relevant Communications Services** provided by the **Losing Provider** that the **Losing Provider** reasonably expects to remain unaffected by the transfer;
- g) a reasonable estimate of the **Migration Date**;
- h) relevant contact details.

C8.11 Where a contract is entered into with a **Switching Customer** for the provision of **Relevant Communications Services**, the letter sent by the **Regulated Provider** that is the **Losing Provider** in accordance with paragraph C8.10 shall, in addition to the information listed therein, set out in clear, intelligible and neutral terms:

- a) an explanation that the transfer will automatically take effect on the **Migration Date** and that no contact is required with the **Regulated Provider** that is the **Losing Provider** to cancel their existing service;
- b) an explanation that after the transfer, the **Switching Customer** will receive a final bill including any **Early Termination Charge** that is due;
- c) an explanation of the applicable **Early Termination Charge** as set out in the contract;
- d) the means by which the **Early Termination Charge** must be paid;
- e) the amount of the **Early Termination Charge** due at the estimated **Migration Date**; and
- f) where applicable, the impact of the transfer on the prices of all continuing **Relevant Communications Services**.

C8.12 The letters under paragraphs C8.9 to C8.11 must be sent in paper or another **Durable Medium**. The letter must be sent by normal post, unless the **Switching Customer** has explicitly agreed to receive correspondence electronically, such as through verbal consent in a call or through electronic confirmation when ordering online.

Simultaneous transfers

C8.13 Where the **Regulated Provider** is a **Gaining Provider** which elects to co-ordinate a **Communications Provider Migration** on behalf of a **Switching Customer** who has requested a transfer of **Broadband** and **Fixed-line Telecommunications Services** to be provided by it over the same line, it shall ensure that, as applicable, an order is submitted to **Openreach** or to **KCOM**, where available, for the simultaneous transfer with minimal loss of service of both **Relevant Communications Services**.

C8.14 Where the **Regulated Provider** is a **Gaining Provider** which elects to co-ordinate a **Communications Provider Migration**, on behalf of a **Switching Customer**, and which does not involve a change of the location where the **Relevant Communications Services** are supplied:

- a) both the **Gaining Provider** and the **Regulated Provider** that is the **Losing Provider** shall comply with the provisions of Annex 1 to this **Condition**;
- b) both the **Gaining Provider** and the **Regulated Provider** that is the **Losing Provider** shall ensure that the **Switching Customer** is not required to make contact with the **Losing Provider** in order for a **Communications Provider Migration** to be put into effect;
- c) the **Regulated Provider** that is **the Losing Provider** shall not require, in particular, the granting of consent by it, nor the provision of any information by it to the **Switching Customer**, in order for a **Communications Provider Migration** to be put into effect.

C8.15 Where the **Regulated Provider** is a **Gaining Provider** which elects to carry out a **Working Line Takeover** within **Openreach's** or **KCOM's Access Network** (as applicable) pursuant to a **Home-Move Request**, it shall comply with the provisions of Annex 2 to this **Condition**.

Other Migrations of Broadband Services

C8.16 In relation to **Migrations of Broadband Services** not falling within the scope of paragraph C8.14, **Regulated Providers** shall:

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

General requirements

Responsibility

C8.17 Where **Regulated Providers** engage representatives or agents, they shall procure that such representatives or agents comply with the requirements of this **Condition**.

Training

C8.18 **Regulated Providers** must ensure that their staff or any representatives of any agency engaged by them, are appropriately trained to comply with this **Condition**.

Monitoring

C8.19 **Regulated Providers** must monitor, including conducting regular audits, their compliance with this **Condition**, including compliance on their behalf by any representatives or agency engaged by them, and take appropriate steps to prevent the recurrence of any problem(s) identified.

Publication of Information

C8.20 **Regulated Providers** must:

- a) publish a copy of this **Condition**, or a link to a copy of this **Condition**, published on **Ofcom's** website, in an easily accessible and reasonably prominent manner on their website or, where there is no such website, in such manner and form as directed by **Ofcom**; and
- b) provide a copy of this **Condition** to the **Switching Customer** free of charge upon reasonable request.

Annex 1 to Condition C8

Notification of Transfer

- a1.1 Where a **Gaining Provider** elects to co-ordinate a **Communications Provider Migration** on behalf of a **Switching Customer** who has requested to transfer to a **Relevant Communications Service** supplied by it, that **Gaining Provider** shall, within a reasonable time, ensure a **Transfer Order** is placed.

Cancel Other

- a1.2 The **Losing Provider** shall only be permitted to use **Cancel Other** in the following circumstances:
- a) where **Slamming** has occurred;
 - b) at the **Switching Customer's** request, where the **Gaining Provider** has failed to cancel the **Transfer Order** after being directed by the **Customer** to do so ('**Failure to Cancel**');
 - c) where the telephone line is or will be, ceased during the **Transfer Period** ('**Line Cease**');
 - d) for other specified reasons not related to a **Switching Customer's** request to cancel a transfer, as agreed by the relevant industry forum and approved by **Ofcom**; and
 - e) in such other circumstances as defined by **Ofcom**.
- a1.3 Before using **Cancel Other** in cases of **Slamming** and/or **Failure to Cancel**, the **Losing Provider** shall take reasonable steps to establish that **Slamming** and/or **Failure to Cancel** has actually taken place.
- a1.4 After using **Cancel Other**, the **Losing Provider** shall confirm the cancellation of the order by **Durable Medium** to the **Switching Customer**, unless this is not possible or appropriate, including where the **Switching Customer** is deceased.
- a1.5 The **Losing Provider** shall record its reasons for using **Cancel Other** in each case, selecting the appropriate reason code from a list corresponding to permitted use of **Cancel Other** and consistent with one of the circumstances a) to d) set out below, as agreed by the industry and approved by **Ofcom**.
- a) where the **Switching Customer** has never contacted, or has never been contacted by, the **Gaining Provider**;
 - b) where the **Switching Customer** has contacted, or has been contacted by, the **Gaining Provider**, but has not given the **Gaining Provider** authorisation to transfer some or all of their **Relevant Communications Services**;
 - c) where the **Switching Customer** has agreed to purchase a product or service from the **Gaining Provider** and the **Gaining Provider** has submitted an order for

a different product or service which the **Switching Customer** has not agreed to purchase; or

- d) where the **Switching Customer** has agreed to transfer some or all of their **Relevant Communications Services** to the **Gaining Provider** having understood as a result of a deliberate attempt by the **Gaining Provider** to mislead, that they are making an agreement with a different **Regulated Provider**.

Annex 2 to Condition 22

Working Line Takeovers

a2.1 Subject to paragraphs a2.2 and a2.3, where a **Regulated Provider** that is a **Gaining Provider** elects to carry out a **Working Line Takeover** pursuant to a **Home-Move Request** that **Gaining Provider** shall ensure a **Working Line Takeover Order** is placed.

Asset identification

a2.2 Before a **Working Line Takeover Order** is placed, a **Gaining Provider** shall take reasonable steps, having regard to industry best practice, to identify the **Target Line**.

a2.3 A **Gaining Provider** may only place a **Working Line Takeover Order** if it has identified an exact match for the **Target Line**.

Notification Letter

a2.4 After being notified of the **Working Line Takeover Order**, the **Incumbent Communications Provider** shall send the **Incumbent Switching Customer** a letter, in accordance with the industry agreed process, in paper or another **Durable Medium**, which clearly sets out:

- a) the date of the letter;
- b) a notification that an **Inbound Switching Customer** wants to take over the **Target Line**;
- c) all **Relevant Communications Services** directly affected by the **Working Line Takeover**;
- d) where relevant, the **Calling Line Identification** of all **Relevant Communications Services** that are directly affected;
- e) the expected **Migration Date**;
- f) that the **Incumbent Switching Customer** should notify the **Incumbent Communications Provider** if that **Incumbent Switching Customer** is not moving out of the **Target Address** or expects to move at a later date than the expected **Migration Date**;
- g) the relevant contact details.

a2.5 The letter must be sent by post, unless the **Switching Customer** has explicitly agreed to receive correspondence electronically, such as through verbal consent in a call or through electronic confirmation when ordering online.

C9 Sales and marketing of mobile communications services

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

Scope

C9.1 This **Condition** applies to any **Communications Provider** which provides a **Mobile Communications Service** to **Domestic and Small Business Customers**, including any **SMS** service sold as part of the package, except that paragraphs C9.4(b)(iv), C9.5 and C9.7 to C9.11 do not apply to **Prepaid Mobile Services** and **SIM Only Contracts**. For the purposes of this **Condition**:

- a) each of these **Communications Providers** is a '**Regulated Provider**';
- b) any such **Mobile Communications Services** are '**Relevant Mobile Services**';
- c) any such **Domestic and Small Business Customers** are '**Relevant Customers**'.

Obligations to prevent mis-selling

C9.2 When selling or marketing **Relevant Mobile Services**, **Regulated Providers** must ensure that:

- a) any information they provide to **Relevant Customers** is accurate and not misleading;
- b) they ask **Relevant Customers** if they also want the information to be provided in a **Durable Medium** and, if they do, **Regulated Providers** must provide the information in that form.

Publication of relevant obligations

C9.3 **Regulated Providers** must:

- a) publish a comprehensive summary of their obligations under this **Condition** in an easily accessible and reasonably prominent manner on their website or, where there is no such website, in such manner and form as directed by **Ofcom**; and
- b) provide a copy of this **Condition** to a **Relevant Customer** free of charge upon reasonable request.

Obligation with regards to Mobile Service Retailers

C9.4 Where the **Regulated Provider** contracts with or appoints a **Mobile Service Retailer** directly in order to sell or market the **Regulated Provider's Relevant Mobile Services** it must ensure, and where a third party acting on behalf of the **Regulated**

Provider contracts with or appoints a **Mobile Service Retailer** in order to sell or market the **Regulated Provider's Relevant Services**, the **Regulated Provider** must use reasonable endeavours to ensure, that:

- a) the **Mobile Service Retailer** is aware of this **Condition**;
- b) provisions are in place which require the **Mobile Service Retailer** to ensure that:
 - i) any information it provides to **Relevant Customers** is accurate and not mis-leading;
 - ii) it asks **Relevant Customers** if they also want the information to be provided in a **Durable Medium** and, if they do, the **Mobile Service Retailer** must provide the information in that form; and
 - iii) it creates and keeps records about the sale of the **Regulated Provider's Relevant Mobile Services** for a period of not less than six months and, where applicable, about a related sales incentive as referred to in **Condition C9.11**, for a period of not less than ninety days after the date by which this sales incentive has to be fully redeemed, but not less than six months.
- c) the **Regulated Provider** monitors the **Mobile Service Retailer's** compliance with the provisions referred to in **Condition C9.4(b)**; and
- d) non-compliance by the **Mobile Service Retailer** with the provisions referred to in **Condition C9.4(b)** is appropriately sanctioned by the **Regulated Provider**.

Mobile Service – Information at Point of Sale

C9.5 **Regulated Providers** must use reasonable endeavours to ensure that before entering into or amending a contract for a **Relevant Mobile Service**, a **Relevant Customer**:

- a) is authorised to do so;
- b) intends to enter into this contract; and
- c) is provided with the information set out below in a clear, comprehensible and accurate manner in a **Durable Medium** which is available or accessible to the **Relevant Customer** or, where the **Relevant Customer** enters into or amends the contract during a sales call, by telephone:
 - i) the identity of the legal entity the **Relevant Customer** is contracting with; its address and telephone, fax and/or e-mail contact details;
 - ii) a description of the **Relevant Mobile Service**; the key charges; payment terms; the existence of any termination right, including termination procedures; the likely date the **Relevant Mobile Service** will be provided, in case the provision of the **Relevant Mobile Service** is not immediate; and any minimum period of contract. For the purposes of this provision, key charges include minimum contract charges, any early termination charges

and, if the **Relevant Customer** is a **Consumer**, the **Access Charge** to be applied by the **Regulated Provider** for the purpose of calculating the amounts payable by that **Relevant Customer** for calls to **Unbundled Tariff Numbers** in accordance with **Condition B1**.

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

Provision of Relevant Mobile Services

C9.6 **Regulated Providers** must ensure that each **Relevant Customer** receives the **Relevant Mobile Services** that they have contracted with the **Regulated Provider** to receive.

Records retention

C9.7 Where the **Regulated Provider** acts as a **Mobile Service Retailer**, it must create and keep records about the sale of its **Relevant Mobile Services** for a period of not less than six months and, where applicable, about a related sales incentive as referred to in **Condition C9.11**, for a period of not less than ninety days after the date by which this sales incentive has to be fully redeemed, but not less than six months. Such records must include the date of the sale, the means through which the contract was entered into and the place where the contract was entered into, where applicable.

Training

C9.8 **Regulated Providers** must use reasonable endeavours to ensure that processes are in place which assure that a **Mobile Service Retailer** is appropriately trained to comply with this **Condition**.

Due diligence

C9.9 Where the **Regulated Provider** contracts with or appoints a **Mobile Service Retailer** directly in order to sell or market the **Regulated Provider's Relevant Mobile Services** it must ensure that, and where a third party acting on behalf of the **Regulated Provider** contracts with or appoints a **Mobile Service Retailer** in order to sell or market the **Regulated Provider's Relevant Mobile Services** the **Regulated Provider** must use reasonable endeavours to ensure that, it, or a person acting on its behalf, carries out and retains a record of the following minimum procedures with regards to any **Mobile Service Retailer**, contracted or appointed to sell or market the **Regulated Provider's Relevant Mobile Services**:

- a) a credit reference search and check that the **Mobile Service Retailer** does not have a history of failing to meet its financial undertakings to creditors;
- b) a check that any director of a **Mobile Service Retailer** concerned has not been subject to a period of disqualification from acting as a director, or has not been a

director of a third party that has filed for bankruptcy or gone into administration;
and

- c) appropriate checks to ensure that any due diligence information referred to in this **Condition C9.9** remains up-to-date and relevant.

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

Use of information for the purpose of monitoring compliance

- C9.10 Where a **Regulated Provider** acquires information from a **Mobile Service Retailer** for the purpose of monitoring compliance with this **Condition**, the **Regulated Provider** shall use that information solely for the purpose for which it was supplied and keep the information confidential. For the avoidance of doubt, the **Regulated Provider** shall not pass the information on to any other party (including its subsidiaries or partners) for whom such information could provide a competitive advantage.

Sales Incentives – Information at Point of Sale

- C9.11 **Regulated Providers** must use reasonable endeavours to ensure that where a **Mobile Service Retailer** offers to a **Relevant Customer** a sales incentive, from which the **Relevant Customer** does not benefit immediately and which the **Relevant Customer** is entitled to receive after entering into the contract for the **Relevant Mobile Service**, the terms and conditions of such an offer are not unduly restrictive and that a **Relevant Customer** is provided with the following information in a clear, comprehensible and accurate manner in a **Durable Medium** or, where the sales incentive offer is made during a sales call, by telephone:
- a) the identity of the legal entity which makes the sales incentive offer and undertakes to meet the obligation(s) tied to this offer; its address; and telephone, fax and/or e-mail contact details;
 - b) a description of the sales incentive itself; and
 - c) the terms and conditions of the sales incentive, including a detailed and clear explanation as to the process the **Relevant Customer** has to follow to obtain the sales incentive.
- C9.12 Where the sales incentive offer is made during a sales call, in addition to the oral provision of this information, the **Regulated Provider** must use reasonable endeavours to ensure that this information is sent to the **Relevant Customer** in good time following the call in a **Durable Medium**.

Annex 1

Definitions

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

“**Access Charge Element**” means, in respect of a call to an **Unbundled Tariff Number** retailed to a **Consumer**:

- a) the amount produced by multiplying the **Access Charge** applicable to that **Consumer** by the length of the call, in accordance with paragraph B1.24 of **Condition B1**; or
- b) where paragraph B1.27 of **Condition B1** applies, zero;

“**Access Network**” means the **Electronic Communications Network** which runs from a local access node to a **Network Termination Point** on a **Domestic and Small Business Customer**'s premises and which supports the provision of copper-based access services and fibre-based access services to **Domestic and Small Business Customers**. In the case of **KCOM**, this means the **Access Network** in the **Hull Area**;

“**Act**” means the Communications Act 2003;

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

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

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

“**Address**” means a UK postal address;

“**Adoption**” means doing any of the following by a **Communications Provider** in relation to an **Allocated Telephone Number** (whether or not such **Allocation** is to that **Communications Provider**):

- a) assigning or transferring that number to a particular **Customer** or piece of **Apparatus**;
- b) using that **Telephone Number** for identifying a service or route used by that **Communications Provider** or by any of its **Customers**;

- c) using that **Telephone Number** for identifying a communication as one to be transmitted by that **Communications Provider**;
- d) designating that **Telephone Number** for use in selecting a service or the required elements or characteristics of a service; or
- e) authorising the use of that **Telephone Number** by others for any of the following purposes:
 - i) identifying the destination for, or recipient of, an **Electronic Communication**;
 - ii) identifying the origin, or sender, of an **Electronic Communication**;
 - iii) identifying the route for an **Electronic Communication**;
 - iv) identifying the source from which an **Electronic Communication** or **Electronic Communications Service** may be obtained or accessed;
 - v) selecting the service that is to be obtained or accessed, or required elements or characteristics of that service; or
 - vi) identifying the **Communications Provider** by means of whose network or service an **Electronic Communication** is to be transmitted, or treated as transmitted;

“**ADR Letter**” means a notification issued in a **Durable Medium** from a **Regulated Provider** to a **Complainant**:

- a) in plain English;
- b) solely about the relevant **Complaint**;
- c) informing the **Complainant** of the body of persons responsible for administering the **ADR Scheme** which the **Regulated Provider** has and complies with, and that the **ADR Scheme** is independent of the **Regulated Provider**;
- d) informing the **Complainant** that because the **Complaint** cannot be resolved to their satisfaction, they may exercise their right to take their **Complaint** to the **ADR Scheme**;
- e) providing the name and appropriate contact details for the body of persons referred to in (c); and
- f) informing the **Complainant** that they can utilise the **ADR Scheme** at no cost to themselves.

“**Affiliated Company**” means:

- a) any subsidiary or holding company of the **Communications Provider**, or any subsidiary of a holding company of the **Communications Provider**, all as defined in section 1159 of the Companies Act 2006; or

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

“**Allocation**”, in relation to a **Telephone Number**, means allocation by **Ofcom**;

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

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

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

“**Appropriate Network**” means an **Electronic Communications Network** by means of which **Public Electronic Communications Services** are provided that are used by a significant number of **End-Users** as their principal means of receiving television programmes. For the purposes of this definition an **Electronic Communications Network** is not an appropriate network in relation to so much of a channel or other service as is provided only for a particular area or locality of the United Kingdom unless it is a network by means of which **Electronic Communications Services** are provided to persons in that area or locality;

“**Approval**” means an approval granted by an **Approval Body** confirming that a **Communications Provider’s Total Metering and Billing System** is compliant with the standards specified by **Ofcom** in a direction issued under paragraph C4.4 of **Condition C4**;

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

“**Approved Apparatus**” means, in relation to any network, **Apparatus** which meets the appropriate essential requirements of regulation 4 of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2003;

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

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

“**Bill**” means the information issued, or made available, by a **Communications Provider** to an **End-User** of the charges levied and due for payment or the debits and credits applied to an **End-User**’s account including current balance information;

“**Broadband Service**” means all **DSL** (including **FTTC**) services which are capable of supporting always-on services that provide data at speeds greater than a dial-up connection, excluding services provided over a **Cable Network**;

“**BT**” means BT Group plc;

“**Cable Network**” means a hybrid fibre-coax **Electronic Communications Network** that uses a combination of optical fibres and coaxial cable;

“**Caller Location Information**” means any data or information processed in an **Electronic Communications Network** indicating the geographic position of the terminal equipment of a person initiating a call;

“**Calling Line Identification**” means a facility that enables identification of the number from which a call is being made or to which a return call could be made;

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

“**Cancel Other**” means the industry term for a functionality that enables the **Losing Provider** to cancel, during the **Transfer Period**, wholesale orders placed by the **Gaining Provider**;

“**Carrier Pre-Selection**” or “**CPS**” means a facility which allows a customer of a **Publicly Available Telephone Service** to select a provider designated in advance to apply on every occasion where no other providers have been pre-selected for the use of a **Telephone Number**;

“**Cell Identification**” means the geographic coordinates of the cell which is hosting the call, and where available, an indication of the radius of coverage of the cell;

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

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

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

“**Communications Provider**” means a person who (within the meaning of section 32(4) of the **Act**) provides an **Electronic Communications Network** or an **Electronic Communications Service**;

“**Communications Provider Average Utilisation Rate**” means the average utilisation rate of **Specified Geographic Numbers Allocated** to the relevant **Communications Provider** as calculated by **Ofcom** and notified to the **Communications Provider** prior to the first **Charging Year**;

“**Communications Provider Migration**” means a process by which a **Switching Customer** transfers from a **Fixed-line Telecommunications Service** and/or a **Broadband Service** supplied by one **Communications Provider** operating on **Openreach’s** or **KCOM’s Access Network** to a **Fixed-line Telecommunications Service** and/or a **Broadband Service** provided by another **Communications Provider** operating on **Openreach’s** or **KCOM’s Access Network**;

“**Complainant**” means a **Domestic and Small Business Customer** who makes a **Complaint** to a **Regulated Provider**;

“**Complaint**” means:

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

“**Complaints Handling Procedures**” means procedures for the handling of **Complaints** that **Regulated Providers** must have and comply with pursuant to **Condition C5.2(a)**;

“**Condition**” means a condition in this Schedule;

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

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

“**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):

- a) the persons to whom the network or service is provided in the course of any business carried on as such by the **Communications Provider**;
- b) the persons to whom the **Communications Provider** is seeking to secure that the network or service is so provided;

- c) the persons who wish to be so provided with the network or service, or who are likely to seek to become persons to whom the network or service is so provided;

“**Digital Subscriber Line**” or “**DSL**” means a family of technologies generically referred to as DSL, or xDSL, capable of transforming ordinary phone lines (also known as ‘twisted copper pairs’) into high speed digital lines;

“**Directory**” means a printed document containing **Directory Information** on **Subscribers of Publicly Available Telephone Services** in the United Kingdom which is made available to members of the public;

“**Directory Enquiry Facility**” means **Directory Information** provided by means of a **Public Electronic Communications Network**;

“**Directory Information**” means, in the case of a **Directory**, the name and address of the **Subscriber** and the **Telephone Number** assigned to the **Subscriber** for their use of **Publicly Available Telephone Services** and, in the case of a **Directory Enquiry Facility**, shall be either such a **Telephone Number** of the **Subscriber** or information that such a **Telephone Number** of the **Subscriber** may not be supplied;

“**Domestic and Small Business Customer**” means, in relation to a **Communications Provider**, a **Customer** of that **Provider** who is neither:

- a) himself a **Communications Provider**; nor
- b) a person who is such a **Customer** in respect of an undertaking carried on by him for which more than ten individuals work (whether as employees or volunteers or otherwise);

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

“**Durable Medium**” means paper or email, or any other medium that:

- a) allows information to be addressed personally to the recipient;
- b) enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information; and
- c) allows the unchanged reproduction of the information to be stored;

“**Early Termination Charge**” means the charge payable by the **Switching Customer** for the termination of the contract before the end of the minimum contract period;

“**eCall**” has the meaning set out in Article 2(h) of the Commission Delegated Regulation (EU) 305/2013 of 26 November 2012 supplementing Directive 2010/40/EU of the European Parliament and of the Council with regard to harmonised provision for an interoperable EU-wide eCall;

“**Electronic Communication**” means a communication for transmission by means of an **Electronic Communications Network**;

“Electronic Communications Network” means:

- a) a transmission system for the conveyance, by the use of electrical, magnetic or electro-magnetic energy, of signals of any description; and
- b) such of the following as are used, by the person providing the system and in association with it, for the conveyance of the signals:
 - i) **Apparatus** comprised in the system;
 - ii) **Apparatus** used for the switching or routing of the signals; and
 - iii) software and stored data;

“Electronic Communications Service” means a service consisting in, or having as its principal feature, the conveyance by means of an **Electronic Communications Network** of signals, except in so far as it is a content service;

“Emergency Organisation” means in respect of any locality:

- a) the relevant public police, fire, ambulance and coastguard services for that locality; and
- b) any other organisation, as directed from time to time by **Ofcom** as providing a vital service relating to the safety of life in emergencies;

“End-User”, in relation to a **Public Electronic Communications Service**, means:

- a) a person who, otherwise than as a **Communications Provider**, is a customer of the provider of that service;
- b) a person who makes use of the service otherwise than as a **Communications Provider**; or
- c) a person who may be authorised, by a person falling within paragraph (a), so to make use of the service;

“Express Consent” means the express agreement of a **Consumer** or **Small Business Customer** to contract with a **Communications Provider** in relation to each **Initial Commitment Period**, where the **Communications Provider** has obtained such consent separately for each **Initial Commitment Period** in a manner which has enabled the **Consumer** or **Small Business Customer** to make an informed choice;

“Failure to Cancel” means failure by the **Gaining Provider** to cancel a transfer, after a request from the **Switching Customer** during the **Transfer Period**;

“Fault Repair Service” means a service consisting of such repair, maintenance, adjustment or replacement of any part of the **Communications Provider’s Electronic Communications Network**, or such repair or adjustment of any connected or connectable network, or such repair or replacement for any **Apparatus** for which the **Communications Provider** has undertaken the responsibility for repair and maintenance, as is necessary to restore and maintain a sufficient service;

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

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

“**Framework Directive**” means Directive 2002/21/EC of the European Parliament and of the Council on a common regulatory framework for Electronic Communications Networks and services;

“**Gaining Provider**” means:

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

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

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

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

“**Hull Area**” means the area defined as the “Licensed Area” in the licence granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communications (Hull) plc (which became KCOM Group PLC in 2007);

“**Inbound Switching Customer**” means a **Switching Customer** who is moving into the **Target Address**;

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

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

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

“**Interconnection**” means the linking (whether directly or indirectly by physical or logical means, or by a combination of physical and logical means) of one **Public Electronic Communications Network** to another for the purpose of enabling the persons using one of them to be able:

- a) to communicate with users of the other one; or
- b) to make use of services provided by means of the other one (whether by the provider of that network or by another person);

“**KCOM**” means KCOM Group plc;

“**Losing Provider**” means the **Communications Provider** from whom the **Switching Customer** is transferring;

“**Metallic Path Facility**” or “**MPF**” means a circuit comprising a pair of twisted metal wires between a **Domestic and Small Business Customer**’s premises and a main distribution frame that employs electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy to convey **Signals** when connected to an **Electronic Communications Network**;

“**Migration**” means:

- a) the process by which a **Switching Customer** transfers from a **Fixed-line Telecommunications Service** and/or a **Broadband Service** to another **Fixed-line Telecommunications Service** and/or **Broadband Service**;
- b) a **Communications Provider Migration**;
- c) the process by which a **Switching Customer** transfers from a **Fixed-line Telecommunications Service** and/or a **Broadband Service** supplied by a **Communications Provider** operating on **Openreach**’s or **KCOM**’s **Access Network** at one location to a **Fixed-line Telecommunications Service** and/or a **Broadband Service** supplied by the same **Communications Provider** at a different location;

“**Migration Date**” means the date on which the transfer of a **Fixed-line Telecommunications Service** and/or a **Broadband Service** or takeover of the **Target Line** will be effected, at which point the **Switching Customer**’s **Fixed-line Telecommunications Service** and/or **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;

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

“**Mobile Number**” means a **Telephone Number**, from a range of numbers in the **National Telephone Numbering Plan**, that is Adopted or otherwise used to identify **Apparatus** designed or adapted to be capable of being used while in motion;

“Mobile Number Portability” means **Number Portability** relating to **Mobile Numbers**;

“Mobile Portability” means **Portability** relating to **Telephone Numbers Allocated** for use with **Mobile Communications Services**;

“Mobile Service Provider” means a **Communications Provider** that provides a **Mobile Communications Service**;

“Mobile Service Retailer” means any person who sells or markets a **Mobile Communications Service** directly to a **Domestic or Small Business Customer**;

“Mobile SMS Access” means the ability to send and receive **Short Messages** using an **SMS** defined by the **European Telecommunications Standards Institute** in the GSM (Global System for Mobile communications) or UMTS (Universal Mobile Telecommunications System) standards, or any other standard for mobile communications that is, or may be, adopted in the UK;

“Narrowband” means the services provided over a traditional **Public Electronic Communications Network**, excluding services provided over a **Cable Network**;

“National Telephone Numbering Plan” means the document published by Ofcom (known as “the **National Telephone Numbering Plan**”) setting out:

- a) the numbers that they have determined to be available for allocation by them as **Telephone Numbers**;
- b) such restrictions as they consider appropriate on the **Adoption** of numbers available for **Allocation** in accordance with the plan; and
- c) such restrictions as they consider appropriate on the other uses to which numbers available for **Allocation** in accordance with the plan may be put;

“Network Access” means:

- a) **Interconnection of Public Electronic Communications Networks**; or
- b) any services, facilities or arrangements which:
 - i) are not comprised in **Interconnection**; but
 - ii) are services, facilities or arrangements by means of which a **Communications Provider** or person making available associated facilities is able, for the purposes of the provision of an **Electronic Communications Service** (whether by him or by another), to make use of any of the following:
 - a. any **Electronic Communications Network** or **Electronic Communications Service** provided by another **Communications Provider**;
 - b. any **Apparatus** comprised in such a network or used for the purposes of such a network or service;

- c. any facilities made available by another that are associated facilities by reference to any network or service (whether one provided by that provider or by another);
- d. any other services or facilities which are provided or made available by another person and are capable of being used for the provision of an **Electronic Communications Service**;

and references to providing **Network Access** include references to providing any such services, making available any such facilities or entering into any such arrangements;

“**Network Termination and Testing Apparatus**” means an item of **Apparatus** comprised in an **Electronic Communications Network** installed in a fixed position on **Served Premises** which enables:

- a) **Approved Apparatus** to be readily connected to, and disconnected from, the network;
- b) the conveyance of **Signals** between such **Approved Apparatus** and the network; and
- c) the due functioning of the network to be tested, but the only other functions of which, if any, are:
 - i) to supply energy between such **Approved Apparatus** and the network;
 - ii) to protect the safety or security of the operation of the network; or
 - iii) to enable other operations exclusively related to the running of the network to be performed or the due functioning of any system to which the network is or is to be connected to be tested (separately or together with the network);

“**Network Termination Point**” means the physical point at which a **Subscriber** is provided with access to a **Public Electronic Communications Network** and, where it concerns **Electronic Communications Networks** involving switching or routing, that physical point is identified by means of a specific network address, which may be linked to the **Telephone Number** or name of a **Subscriber**. A **Network Termination Point** provided at a fixed position on **Served Premises** shall be within an item of **Network Termination and Testing Apparatus**;

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

“**Non-provider Numbering Condition**” means the condition that applies to persons other than **Communications Providers** relating to the use of **Unbundled Tariff Numbers** and made on 12 December 2013 under section 59 of the **Act**;

“**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**;

“**Ofcom**” means the Office of Communications as established under section 1 of the Office of Communications Act 2002;

“**Ofcom Approved Code of Practice for Complaints Handling**” means the code of practice in conformity with which **Regulated Providers** are required, by Condition C5.2(a), to establish and maintain procedures for the handling of **Complaints**;

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

“**Pay Telephone**” means a telephone for the use of which the means of payment may include coins and/or credit/debit cards and/or pre-payment cards, including cards for use with dialling codes;

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

“**Portability**” means any facility which may be provided by a **Communications Provider** to another **Communications Provider** enabling any **Subscriber** who requests **Number Portability** to continue to be provided with any **Public Electronic Communications Service** by reference to the same **Telephone Number** irrespective of the identity of the person providing such a service;

“**Ported Number**” means a **Specified Geographic Number Allocated** to the **Communications Provider** which **Ofcom** is satisfied (pursuant to information received from the **Communications Provider** by 31 January of the **Charging Year** (or such other date as **Ofcom** notifies prior to the start of the **Charging Year**)) was on a particular day (as specified by the **Communications Provider**) between 1 November and 15 January of the **Charging Year** (or such other time period as **Ofcom** notifies prior to the start of the **Charging Year**) subject to an arrangement under which that **Communications Provider** had ported, in accordance with **Condition B3**, that **Specified Geographic Number** to a person who was not an **Affiliated Company**;

“**Porting Authorisation Code**” or “**PAC**” means a unique code used to signify the **Donor Provider’s** consent to the **Subscriber** being entitled to request and have their **Mobile Number** ported to another **Communications Provider**;

“**Porting System Set-Up Costs**” means costs of the **Donor Provider** incurred—

- a) in the course of making network and system modifications, configuration and reconfiguration, including adapting or replacing software;
- b) in the course of testing functionality within that provider’s network and in conjunction with any **Recipient Provider’s** network;
- c) thereby establishing the technical and administrative capability to provide **Portability**;

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

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

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

“**Public Electronic Communications Network**” means an **Electronic Communications Network** provided wholly or mainly for the purpose of making **Electronic Communications Services** available to members of the public;

“**Public Electronic Communications Service**” means any **Electronic Communications Service** that is provided so as to be available for use by members of the public;

“**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**;

“**Public Pay Telephone**” means a **Pay Telephone** which is available to the general public;

“**Public Payphone Number**” means a **Specified Geographic Number Allocated** to the **Communications Provider** which **Ofcom** is satisfied (pursuant to information received from the **Communications Provider** by 31 January of the **Charging Year** (or such other date as **Ofcom** notifies prior to the start of the **Charging Year**)) was on a particular day (as specified by the **Communications Provider**) between 1 November and 15 January of the **Charging Year** (or such other time period as **Ofcom** notifies prior to the start of the **Charging Year**) in use in respect of a **Public Pay Telephone** service provided under a **Universal Service Condition**;

“**Publicly Available Internet Access Service**” means a service made available to the public that provides access to the internet;

“**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;

“**Records**” means data or information showing the extent of any network or service actually provided to an **End-User** and any data or information used in the creation of a **Bill** for an **End-User**;

“**Regulated Provider**” has the meaning given to it in the “Scope” section of each **Condition** in which it is used;

“**Relay Service**” means any service which:

- a) provides facilities for the receipt and translation of voice communications into text and the conveyance of that text to the terminal of **End-Users** of any provider of **Publicly Available Telephone Services** and vice versa;

- b) provides facilities for the receipt and transmission of voice communications in parallel with text communications, allowing both channels to work in tandem to deliver near synchronous voice and text;
- c) is capable of being accessed by **End-Users** of the service from readily available compatible terminal equipment, including textphones, Braille readers, personal computers and mobile telephones;
- d) provides facilities to allow **End-Users**, who because of their disabilities need to make calls using a **Relay Service**, to receive incoming calls via the **Relay Service**, without the calling party needing to dial a prefix;
- e) insofar as reasonably practicable, allows for communication between **End-Users** of the service at speeds equivalent to voice communications;
- f) provides call progress voice announcements in a suitable form;
- g) provides facilities for access to **Emergency Organisations**; and
- h) provides access to operator assistance services and a **Directory Enquiry Facility** using short code numbers;

“**Relevant Data Protection Legislation**” means the Data Protection Act 1998¹⁰ and the Privacy and Electronic Communications (EC Directive) Regulations 2003;¹¹

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

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

“**Served Premises**” means a single set of premises in single occupation where **Apparatus** has been installed for the purpose of the provision of **Electronic Communications Services** by means of an **Electronic Communications Network** at those premises;

“**Service**” means a **Public Electronic Communications Service**, but only to the extent that it comprises the conveyance of speech, music or sounds;

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

“**Service Charge Element**” means, in respect of a call to an **Unbundled Tariff Number** retailed to a **Consumer**:

¹⁰ 1998 c. 29.

¹¹ SI 2003/2426.

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

“**Service Provider**” means a provider of a **Service**;

“**Shared Metallic Path Facility**” or “**SMPF**” means access to the non-voiceband frequencies of the **MPF**;

“**Short Message**” means information that may be conveyed by means of the **Short Message Service**;

“**Short Message Service**” or “**SMS**” means a text message delivered to a **Subscriber’s** handset or, if **SMS** is superseded or withdrawn, an equivalent text communication sent directly to the **Subscriber’s** handset;

“**Signal**” includes:

- a) anything comprising speech, music, sounds, visual images or communications or data of any description; and
- b) signals serving for the impartation of anything between persons, between a person and a thing or between things, or for the actuation or control of apparatus;

“**SIM Only Contract**” means a contract for a **Mobile Communications Service** where the only physical equipment the **Customer** obtains from the **Mobile Service Provider** is a **Subscriber Identity Module (SIM)** card and the notice period for cancelling this contract does not exceed one calendar month; and

“**Slamming**” means where:

- a) a request for a **CPS**, **WLR**, **SMPF** and/or **MPF** has been made;
- b) in the case of **KCOM** a request to transfer a **Fixed-line Telecommunications Service** and/or a **Broadband Service** to another **Communications Provider** operating on **KCOM’s Access Network** has been made; or
- c) a **Transfer Order** or a **Working Line Takeover Order** has been placed on **Openreach** or on **KCOM** (as applicable), without the **Switching Customer’s** express knowledge and/or consent; that is in the following circumstances:
 - i) where the **Switching Customer** has never contacted, or has never been contacted by, the Gaining Provider;

- ii) where the **Switching Customer** has contacted, or has been contacted by, the **Gaining Provider**, but has not given the **Gaining Provider** authorisation to transfer some or all of their **Fixed-line Telecommunications Services** and/or **Broadband Services**;
- iii) where the **Switching Customer** has agreed to purchase a product or service from the **Gaining Provider** and the **Gaining Provider** has submitted an order for a different product or service which the **Switching Customer** has not agreed to purchase; or
- iv) where the **Switching Customer** has agreed to transfer some or all of their **Fixed-line Telecommunications Service** and/or **Broadband Service** to the **Gaining Provider** having understood as a result of a deliberate attempt by the **Gaining Provider** to mislead, that they are making an agreement with a different **Communications Provider**;

“**Small Business Customer**”, in relation to a **Communications Provider** which provides services to the public, means a customer of that provider who is neither himself a **Communications Provider**, nor a person who is such a customer in respect of an undertaking carried on by him for which more than ten individuals work (whether as employees or volunteers or otherwise);

“**Specified Geographic Number**” means a **Geographic Number** (identified by the **Geographic Area Code**) set out in the Annex to **Condition B1**;

“**Subscriber**” means any person who is party to a contract with a provider of **Public Electronic Communications Services** for the supply of such services;

“**Subscriber Number**” means the **Telephone Number** (or **Telephone Numbers**) which any **Communications Provider’s Public Electronic Communications Network** recognises as relating to a particular **Subscriber** of that **Communications Provider**;

“**Subscriber Request to Port**” means the request by a **Subscriber** to transfer their **Mobile Number** which occurs when the **Subscriber** submits their **PAC** to the **Recipient Provider**;

“**Switching Customer**” means:

- a) a person who is a **Domestic and Small Business Customer** of a **Communications Provider** which provides **Fixed-line Telecommunications Services** and/or **Broadband Services** using **Openreach’s** or **KCOM’s Access Network**;
- b) a person who is a **Domestic and Small Business Customer** of a different **Communications Provider** which provides **Fixed-line Telecommunications Services** and/or **Broadband Services** using **Openreach’s** or **KCOM’s Access Network**; or
- c) a person who is seeking to become a **Domestic and Small Business Customer** of a **Communications Provider** which provides **Fixed-line Telecommunications Services** and/or **Broadband Services** using **Openreach’s** or **KCOM’s Access Network**;

“**Target Address**” means the **Address** where the **Target Line** is situated;

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

“**Telephone Number**” means, subject to any order of the Secretary of State pursuant to section 56(7) of the **Act**, any number, including data of any description, that is used (whether or not in connection with telephony) for any one or more of the purposes listed in section 56(5) of the **Act**;

“**Total Metering and Billing System**” means the totality of all equipment, data, procedures and activities used to determine the charges to be sought for provision and usage of **Electronic Communications Services**, and/or to present these charges on **End-User’s Bills**. For purposes of clarity, a **Total Metering and Billing System** incorporates all processing steps from the original recording of a chargeable event to its readiness for presentation on a **Bill** to the **End-User** whether performed by one or more **Communications Providers**;

“**Transfer Order**” means an order submitted by, or on behalf of, the **Gaining Provider** to **Openreach**, or **KCOM**, or other applicable wholesaler, requesting for the **Target Line** to be transferred from the **Losing Provider** to the **Gaining Provider**;

“**Transfer Period**” means:

- a) on **Openreach’s Access Network**, a period of 10 **Working Days** which starts after the **Working Day** on which **Openreach** notify the **Gaining Provider** and the **Losing Provider** that the **Switching Customer’s** order will be activated; or
- b) on **KCOM’s Access Network**, a period of 10 **Working Days** which starts on the **Working Day** on which **KCOM** notify the **Losing Provider** that the **Switching Customer’s** order will be activated;

“**Transit Network**” means the **Electronic Communications Network** of a **Communications Provider** used to convey a call from the **Electronic Communications Network** of another **Communications Provider** to the **Electronic Communications Network** of a third **Communications Provider**;

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

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

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

“**VoIP Call Service**” means a service that allows **End-Users** to make a voice call to a number included in a national or international telephone numbering plan using an internet

connection where the **VoIP Call Service** is provided independently of the provision of the internet connection;

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

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

“Wholesale Line Rental” or **“WLR”** means a regulated wholesale service sold by a **Communications Provider**, which is used by the **Communications Provider** to provide retail customers with exchange lines and, in turn, access to other narrowband telephony services (for example, telephone calls, facsimile and dial-up internet access);

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

“Working Day” means the hours between 09.00 – 17.00 on Monday to Friday, with the exception of Bank Holidays;

“Working Line Takeover” means a process by which:

- a) a **Communications Provider** takes over a **WLR** or **MPF** line in order to provide a **Fixed-line Telecommunications Service** and/or a **Broadband Service**; or
- b) in the case of **KCOM** a process by which a **Communications Provider** takes over the provision of a **Fixed-line Telecommunications Service** and/or a **Broadband Service** to the **Inbound Switching Customer**,

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

“Working Line Takeover Order” means an order submitted by, or on behalf of, a **Gaining Provider** to **Openreach** or to **KCOM** (as applicable), requesting for the **Working Line Takeover** of the **Target Line**; and

“Zone Code” means a code which identifies the geographic region in which the call was originated.