

Review of the General Conditions of Entitlement

Consultation on the general conditions relating to
network functioning, public payphones,
directory information and numbering

Draft revised conditions for consultation

About this document

This document, which is Annex 9 to Ofcom's consultation document of 2 August 2016 entitled "*Review of the General Conditions of Entitlement: Consultation on the general conditions relating to network functioning, public payphones, directory information and numbering*", contains a number 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 by defining the category of communications provider(s) to whom the condition applies.

The conditions on which we are consulting concern general network access and interconnection obligations, compliance with standards and specifications, the availability of services and access to the emergency services, emergency planning, requirements in relation to the provision of public pay telephones, directory information, the allocation, adoption and use of telephone numbers and access to numbers and services.

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

Recitals

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 1 to 4); (b) numbering and other technical conditions (conditions 7 to 8 and 17 to 20); and (c) conditions which are required to protect the interests of consumers (conditions 6, 9 to 16 and 21 to 23).

Network functioning conditions

GC 1 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.

GC 2 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.

GC 3 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.

[GC 4 – omitted]

GC 5 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.

Consumer protection conditions

GC 6 requires certain basic information, including call charges and the location of the telephone, to be displayed on or around all public pay telephones.

Numbering and technical conditions

[GC 7 – Must carry obligations, to be addressed in next consultation]

GC 8 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.

[GCs 9-16 – Consumer protection conditions, to be addressed in next consultation]

GC 17 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.

[GC 18 – Number portability, to be addressed in next consultation]

[GC 19 - omitted]

GC 20 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.

[GCs 21-23 – Consumer protection conditions, to be addressed in next consultation]

[Note: We anticipate that the order of the conditions will be reorganised when the new conditions are put in place and many of them are likely to be re-numbered as a result. For the purposes of this consultation and for ease of reference, we have referred to the conditions as they are currently numbered in this consultation document.]

Definitions and interpretation relating to the conditions in this Schedule

1. In this Schedule, the definitions set out in the Annex to this Schedule have effect except in so far as the context otherwise requires.
2. 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

1. General network access and interconnection obligations

Scope

- 1.1 The provisions of this **Condition** apply as follows:
- (a) paragraph 1.2 applies to any person who provides a **Public Electronic Communications Network**; and
 - (b) paragraph 1.3 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

- 1.2 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

- 1.3 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.

2. Standards and specifications

Scope

2.1 This **Condition** applies to all **Communications Providers**.

European standards and specifications

2.2 **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**.

2.3 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

2.4 In the absence of such standards and/or specifications referred to in paragraphs 2.2 and 2.3 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).

3. Availability of services and access to emergency services

Scope

- 3.1 The provisions of this **Condition** apply as follows:
- (a) paragraph 3.2 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 3.3 and 3.7 apply to any provider of a **VoIP Call Service**; and
 - (c) paragraphs 3.4, 3.5 and 3.6 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

- 3.2 **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.
- 3.3 **Regulated Providers** who provide **VoIP Call Services** must inform their customers 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 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")

- 3.4 **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 Services**, this obligation shall also apply to access by all **End-Users** to **Emergency Organisations** by using **eCalls**.

Caller location information

- 3.5 **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.
- 3.6 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 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**.
- 3.7 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 customers 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**.

5. Emergency planning

Scope

- 5.1 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

- 5.2 Subject to paragraph 5.4, **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 Condition¹,

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).

- 5.3 Subject to paragraph 5.4, **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.
- 5.4 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.

¹ 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.

Part [C]: Consumer protection conditions

6. Public pay telephones

Scope

- 6.1 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

- 6.2 **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**.

Part [B]: Numbering and technical conditions

8. Directory information

Scope

- 8.1 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

- 8.2 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.
- 8.3 **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**.
- 8.4 **Regulated Providers** must ensure that any **Directories** they produce are updated at least once a year.
- 8.5 Ofcom may from time to time direct that a **Directory** is available in a particular form.

Charges

- 8.6 **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

- 8.7 This **Condition** applies subject to the requirements of **Relevant Data Protection Legislation**.

17. Allocation, adoption and use of telephone numbers

Scope

17.1 This **Condition** applies to all **Communications Providers**.

General Prohibitions on Adoption and Use

- 17.2 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**.
- 17.3 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**.
- 17.4 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

- 17.5 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.
- 17.6 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.
- 17.7 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**.
- 17.8 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

- 17.9 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

- 17.10 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**.
- 17.11 **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 17.10(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

- 17.12 The **Communications Provider** shall pay to **Ofcom** any applicable **Annual Number Charge** within 14 days of receipt of an invoice from **Ofcom**.
- 17.13 The **Annual Number Charge** will be billed annually in arrears following the end of each **Charging Year**.
- 17.14 The **Annual Number Charge** for a **Communications Provider** shall be:

- (a) the charges applicable to that **Communications Provider** calculated in accordance with paragraph 17.15; less
 - (b) any reduction applicable to that **Communications Provider** calculated in accordance with paragraph 17.16.
- 17.15 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.
- 17.16 If relevant, the amount of any reduction for a **Communications Provider** in respect of a **Charging Year** shall be:
- (a) (the total number of the **Communications Provider's Ported Numbers**) x £0.1 ÷ (the **Average Industry Utilisation Rate**); plus
 - (b) (the total number of the **Communications Provider's WLR Numbers**) x £0.1 ÷ (the **BT Average Utilisation Rate**); plus
 - (c) (the total number of the **Communications Provider's Public Payphone Numbers**) x £0.1 ÷ (the **Communications Provider Average Utilisation Rate**).
- 17.17 If any reduction calculated pursuant to paragraph 17.16 exceeds the charges applicable to that **Communications Provider** calculated in accordance with paragraph 17.15, the **Annual Number Charge** shall be zero.

Withdrawal of a Number Allocation

- 17.18 **Ofcom** may withdraw an **Allocation of Telephone Numbers** from a **Communications Provider** where:
- (a) the **Communications Provider** has not **Adopted** those **Telephone Numbers** within six months, or such other period as **Ofcom** may from time to time direct, from the date on which the **Telephone Numbers** were **Allocated**;
 - (b) in relation to an **Allocation** of a series of **Telephone Numbers**, the **Communications Provider** has not **Adopted** those **Telephone Numbers** to any significant extent within six months, or such other period as **Ofcom** may from time to time direct, from the date on which the series of **Telephone Numbers** was **Allocated**; 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

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

- 17.19 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 17.21 – 17.27 and any applicable maximum price specified in the **National Telephone Numbering Plan**.
- 17.20 Paragraph 17.19 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**.
- 17.21 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**.
- 17.22 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.
- 17.23 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 17.28, unless that **Communications Provider** agrees otherwise.

- 17.24 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**.
- 17.25 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).
- 17.26 Paragraph 17.27 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**.
- 17.27 Where this paragraph applies, the **Access Charge Element** shall be deemed to be zero.
- 17.28 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**.
- 17.29 In relation to the obligation under paragraph 17.28, 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.

[See paragraph 15 of Condition 17]

Annex to Condition 17

Geographic Numbers which are **Specified Geographic Numbers** for the purposes of **Condition 17**

1. Specified Geographic Numbers identified by Geographic Area Code:	
Geographic Area Code	Area
01202	Bournemouth
01274	Bradford
01642	Middlesbrough
01273	Brighton
01224	Aberdeen
01793	Swindon
01908	Milton Keynes
01782	Stoke-on-Trent
01865	Oxford
01792	Swansea
01206	Colchester
01582	Luton
01604	Northampton
01603	Norwich
01223	Cambridge
01752	Plymouth
01332	Derby
01384	Dudley
01925	Warrington
01253	Blackpool
01382	Dundee
01482	Hull
01702	Southend-on-Sea
01902	Wolverhampton
01753	Sough
01483	Guildford
01452	Gloucester
01924	Wakefield
01276	Camberley
01772	Preston

In this Annex, any word or expression shall have the same meaning as it has in **Condition 17** or the **National Telephone Numbering Plan**.

20. Access to numbers and services

Scope

- 20.1 The provisions of this **Condition** apply as follows:
- (a) paragraphs 20.2 to 20.4 apply to all **Communications Providers**; and
 - (b) paragraph 20.5 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

- 20.2 **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).
- 20.3 **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.
- 20.4 **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

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

Annex 1

Definitions

'**Access Charge**' means a rate set by a **Communications Provider** in accordance with paragraph 17.22 of **Condition 17** 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 17.24 of **Condition 17**; or
- (b) where paragraph 17.27 of **Condition 17** applies, zero;

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

'**Adoption**' has the same meaning as in section 56(6) of the **Act**;

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

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

'**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 17.14 of **Condition 17**;

'**Apparatus**' has the same meaning as in section 405(1) of the **Act**;

'**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**;

"**BT**" means BT Group plc;

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

'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;

'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;

'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**;

'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;

'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;

'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 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;

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

'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 Communications Network' has the meaning set out in section 32(1) of the **Act**;

'Electronic Communications Service' has the meaning set out in section 32(2) of the **Act**;

'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' has the meaning set out in section 151(1) of the **Act**;

'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;

'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**;

'Interconnection' has the meaning set out in section 151(2) of the **Act**;

'Mobile Service' means a service consisting in the conveyance of signals, by means of a mobile **Public Electronic Communications Network**, through the agency of **Wireless Telegraphy** to or from **Apparatus** designed or adapted to be capable of being used while in motion;

'National Telephone Numbering Plan' has the meaning set out in section 56 of the **Act**;

'Network Access' has the meaning set out in section 151(3) of the **Act**;

'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**;

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

'**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;

'**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 1 December of the **Charging Year** (or such other date as **Ofcom** notifies prior to the start of the **Charging Year**)) was on a particular day (as specified by the **Communications Provider**) between 1 September and 31 October of the **Charging Year** (or such other time period as **Ofcom** notifies prior to the start of the **Charging Year**) subject to an arrangement under which that **Communications Provider** had ported, in accordance with **Condition 18**, that **Specified Geographic Number** to a person who was not an **Affiliated Company**;

'**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**;

'**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;

'**Public Electronic Communications Network**' has the meaning set out in section 151(1) of the **Act**;

'**Public Electronic Communications Service**' has the meaning set out in section 151(1) of the **Act**;

'**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 1 December of the **Charging Year** (or such other date as **Ofcom** notifies prior to the start of the **Charging Year**)) was on a particular day (as specified by the **Communications Provider**) between 1 September and 31 October of the **Charging Year** (or such other time period as **Ofcom** notifies prior to the start of the **Charging Year**) in use in respect of a **Public Pay Telephone** service provided under a **Universal Service Condition**;

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

'**Relevant Data Protection Legislation**' means the Data Protection Act 1998² and the Privacy and Electronic Communications (EC Directive) Regulations 2003;³

'**Service Charge**' means means the rate set by a **Communications Provider** in accordance with paragraph 17.23 of **Condition 17** in respect of the conveyance of a call to an **Unbundled Tariff Number** from the **Assumed Handover Point** to the

² 1998 c. 29.

³ SI 2003/2426.

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**—

- (a) the amount produced by multiplying the **Service Charge** for that **Unbundled Tariff Number** by the length of the call in accordance with paragraph 17.25 of **Condition 17**, 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;

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

'**Specified Geographic Number**' means a **Geographic Number** (identified by the **Geographic Area Code**) set out in the Annex to **Condition 17**;

'**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**;

'**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**;

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

'**Universal Service Condition**' has the meaning set out in section 151(1) 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**' has the meaning set out in section 116 of the Wireless Telegraphy Act 2006 (c. 36);

'**WLR**' means wholesale line rental, a regulated wholesale service sold by **BT**, 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**;

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