

Telephony and Broadband Services

Voluntary Code of Practice

C04/20

26th March 2020

FOREWORD

The main objective of this voluntary code of practice is to increase the overall standard and transparency of information available to customers and help them make more informed choices of products offered in the telephony and broadband markets.

This document outlines the detailed commitments of the Authorised Providers who have signed up to the voluntary code of practice.

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1. THE SPIRIT OF THE CODE

The objectives of the Gibraltar Regulatory Authority (the "GRA") under the Communications Act 2006 are, in relation to the provision of electronic communications networks, electronic communications services and associated facilities –

- a. to promote competition and;
- b. to promote the interests of users in Gibraltar.

In terms of the promotion of competition, the GRA shall ensure that customers, including disabled customers, elderly customers and customers with special social needs derive maximum benefit in terms of choice, price and quality and ensure that there is no distortion or restriction of competition in the electronic communications sector.

With respect to the promotion of interests of users in Gibraltar, the GRA shall promote the provision of clear information, in particular requiring transparency of tariffs and conditions for using publicly available electronic communications services, promote the ability of customers to access applications and services of their choice and ensure a high level of protection for customers in their dealings with Authorised Providers¹, in particular by ensuring the availability of simple and inexpensive dispute resolution procedures carried out by a body that is independent of the parties involved.

The GRA may have further regard to the principles of transparency, accountability, proportionality, consistency and predictability when considering regulatory intervention and any other principles appearing to the GRA to represent best regulatory practice, including any effective forms of self-regulation. Moreover, the opinions of customers in the relevant markets and members of the general public are taken into account when considering regulatory activities.

In light of the above, the GRA believes that this Telephony and Broadband Services Voluntary Code of Practice (the "Code") is appropriate as a self-regulatory measure. With this in mind, the main objective of the Code is to increase the overall standard and transparency of information available to customers and help them make more informed choices of products offered in the telephony and broadband markets.

While the GRA considers that the Code is appropriate at this stage to deliver benefits to customers, the GRA will continue to monitor people's experiences with matters covered by the Code and may introduce formal regulation if self-regulation does not satisfactorily address any issues relating to the signing up and continued use of telephony and broadband services.

The spirit of the Code, the voluntary will and commitment by the Authorised Provider to making self-regulation work, not just to the letter, is an essential element to its success. Authorised Providers should, therefore, use common sense in abiding by and interpreting the Code and the overall test should be whether, in the circumstances of each case, the Authorised Providers are working within the spirit of the Code and are making every reasonable effort to comply with it. Their fullest cooperation with the GRA also forms part of the spirit of the Code.

¹ Authorised Provider - a legal person who is authorised to provide electronic communications networks and/or services pursuant to the provisions of the Communications Act 2006.

The GRA has outlined six principles within the Code:

- 1. Training.**
- 2. Information provided to customers.**
- 3. Detailed information on Authorised Provider websites.**
- 4. Right to exit the contract without penalty.**
- 5. Summary of the Code.**
- 6. Monitoring compliance with the Code.**

These principles are not seeking to duplicate or replace requirements under legislation or regulatory requirements imposed by the GRA. They are also without prejudice to compliance with such requirements.

2. INTRODUCTION

The Code applies to all Authorised Providers who sign up to it (the “signatories”) and who provide fixed/IP telephony, mobile telephony and broadband services, or any combination of these.

The Code requires Authorised Providers to provide transparent, accurate information relating to fixed and mobile telephony and broadband services to customers. This information includes, but is not limited to, information on contracts, terms and conditions, bundles and tariffs, broadband speeds and how to resolve issues that may arise from time to time.

The Code ensures that all customers who purchase the relevant telephony and broadband services from signatories, receive the information required in order to be provided under the principles set out in the Code.

Unless otherwise stated, the full requirements of the Code apply to both new customers and existing customers, either buying new services or upgrading or downgrading a particular service they already subscribe to.

A list of all signatories can be found on the GRA website, www.gra.gi.

The GRA will be keeping the list of signatories updated at all times and may also publish the list, from time to time, on social media in order to keep customers informed as regards changes to the list of signatories; especially in cases where an Authorised Provider may have breached the Code and is consequently removed. Any Authorised Provider who breaches the Code will not be allowed to become a signatory until such time as they make all necessary changes to remedy their breach and are deemed compliant.

OBJECTIVES

Customers these days increasingly rely on their electronic communications services. Good quality and reliable telephony and broadband services have become essential services, as much of a necessity as water or electricity. Their expectations of the availability and performance of these communications services has also grown. It is, therefore, important to help customers understand and be given the ability to compare the available services to enable them to make an informed choice by providing them with accurate and realistic information. This should help address the potential confusion and frustration sometimes arising from the gap in customers’ expectations and experiences of their services.

In terms of fixed telephony, it is essential that customers have accurate information on all available services and their corresponding tariffs, such as for calling another fixed line or a mobile subscriber. Tariffs may also vary for these services depending on which network you have subscribed to, which network you are calling and where the called party is located.

For mobile telephony, these same factors must also be considered, together with the added complications of whether you are roaming on another Authorised Provider’s network, whether you are located within the European Economic Area (EEA) or not, which bundle or package you have subscribed to and how much data you can use before reaching your allocated limit.

Similarly, for broadband services it is also essential to have information on all applicable terms and conditions, packages offered, pricing information, complaints and dispute resolution procedures, as well as any available compensation schemes in instances where the service has been adversely affected.

To address these issues, the GRA and Authorised Providers have collaborated to develop this Code. The Code represents the voluntary commitment of these Authorised Providers to provide their customers with transparent and realistic up-to-date information on the telephony and/or broadband services they may wish to subscribe to or purchase.

The operation and application of the Code will continue to be subject to review by the GRA from time to time, in consultation with the signatories and other relevant stakeholders if appropriate. Consequently, the GRA will ensure the Code continues to serve the interests of citizens and customers so that any new developments within the market can be reflected in the Code.

3. PRINCIPLES OF THE CODE

The principles of the Code are:

- 1. Training.**
- 2. Information provided to customers.**
- 3. Detailed information on Authorised Provider websites.**
- 4. Right to exit the contract without penalty.**
- 5. Summary of the Code.**
- 6. Monitoring compliance with the Code.**

PRINCIPLE 1. TRAINING

Authorised Providers must use their best endeavours to ensure that all of their employees (including any subsidiaries, agents or sub-contractors) involved in selling or promoting their telephony and/or broadband products and services, or in the renewal or extension of agreements of existing customers, are trained appropriately and that they have sufficient understanding of the products and services they are promoting and selling.

This commitment includes that Authorised Providers are satisfied that any related training processes provide their employees with sufficient preparation to implement and apply the principles of the Code.

Each Authorised Provider shall ensure consistency of treatment of their customers.

This commitment also includes employees' attention being fully drawn to the Code, including the spirit of the Code.

PRINCIPLE 2. TRANSPARENCY MEASURES FOR CUSTOMERS

Transparency is the primary driving force of this Code and it is essential that customers can make informed choices about the type of service they sign up to and expect to receive upon entering into any contracts with Authorised Providers.

To achieve this principle, Authorised Providers must use their best endeavours so that their employees take the steps contained in this principle to ensure that, accurate, up-to-date and meaningful information on telephony and broadband services are provided to potential customers before they enter into any contract or, in the case of existing customers, where their service has changed in any way or been upgraded/downgraded by the relevant Authorised Provider.

When providing information and offering advice, Authorised Providers must take reasonable steps to ensure that customers who may have difficulty understanding the products or services that are available (e.g. the elderly) are adequately and appropriately informed. This could be achieved, for example, by an Authorised Provider confirming in writing with the customer that they have fully understood the information and advice supplied during the registration process.

Authorised Providers must ensure that all the information is provided regardless of the sales channel used, so that the information can be provided at point of sale, whether that may be via telephone, website, face-to-face, or other contact method. Where a customer switches sales channels to progress the transaction (for instance, starts on the website and continues via telephone), Authorised Providers must ensure that they receive all the relevant information on at least one of those channels.

The sales process commences as soon as potential customers are asked to provide any personal information (such as their address or landline number), regardless of the channel by which they choose to contact the Authorised Provider, or the method of communication (e.g. emails).

Once the sales process is complete, Authorised Providers shall also inform customers when their service will commence and how to contact them should they encounter any issues with their services.

Fixed telephony providers²

All fixed telephony customers must be provided with copies of any contracts, terms and conditions, service level agreements and any other relevant information, in a written format, regarding the services purchased so that the customer can refer to it at a later stage and in a way that is clear and transparent. Any changes made to the documents above must also be notified to the customer if it affects them in any way.

Customers must also be made aware of any complaints and dispute resolution procedures and directed to these as soon as they wish to make a complaint or raise a dispute. A copy of these shall be provided to any customer upon request.

Billing procedures and payment methods should also be clearly explained to customers and whether any extra costs apply for providing additional services such as itemised billing or whether there is any difference in charges depending on how payments are made, including whether or not they can take advantage of any promotional offers which may arise from time to time.

Mobile telephony providers

All mobile telephony customers must be provided with copies of any contracts, terms and conditions, service level agreements and any other relevant information, in a written format, regarding the services purchased so that the customer can refer to it at a later stage and in a way that is clear and transparent. Any changes made to the documents above must also be notified to the customer if it affects them in any way.

² Includes all technologies used by Authorised Providers to provide fixed telephony services.

Customers must also be made aware of any complaints and dispute resolution procedures and be directed to these as soon as they wish to make a complaint or raise a dispute. A copy of these shall be provided to any customer upon request.

Billing procedures and payment methods should also be clearly explained to customers and whether any extra costs apply for providing additional services such as itemised billing or whether there is any difference in charges depending on how payments are made, including whether or not they can take advantage of any promotional offers which may arise from time to time.

Roaming

On the issue of roaming, customers would benefit from having more information in order to safeguard their own financial interests. As roaming tariffs are quite often higher than home tariffs, it can potentially account for a significant amount of a customer's mobile service charges. Authorised Providers should, therefore, make every effort to educate and warn customers of the charges they may encounter whilst roaming and any updates on these, without undue delay. The dangers of roaming outside the EEA should be given particular emphasis and due prominence given that roaming charges outside of the EEA are generally more expensive.

Customers should, therefore, be directed to any relevant material the Authorised Provider has published in this regard and be informed of what protective measures they should expect while roaming (e.g. receiving automatic messages containing pricing information on roaming charges). If there are any additional services available to the customer regarding their mobile usage and data limits, these should also be provided to the customer. Particular attention should be drawn to EU Regulation 531/2012³ (and any other relevant and/or amending legislation) which provides the safeguards Authorised Providers should have in place in order to protect customers from incurring large and unexpected bills while roaming.

Financial and volume limits on mobile data

Default limits and monitoring of expenditure

Authorised Providers providing roaming services are required to set a default financial or volume limit on every customer's data roaming service. This limit will provide information to roaming customers on their accumulated consumption of mobile data while roaming. Financial limits shall be expressed in the currency in which the roaming customer is billed for regulated data roaming services and volume limits shall be expressed in megabytes or gigabytes of data.

Authorised Providers shall inform their customers of the default limits they have applied to their mobile service. The default financial limit shall not exceed the sterling equivalent of EUR 50 of outstanding charges per monthly billing period and the corresponding volume limit shall also be equivalent to the same financial limit.

³ EU Regulation 531/2012 of 13th June 2012 on roaming on public mobile communications networks within the Union.

Each Authorised Provider shall also ensure that an appropriate notification is sent to the roaming customer's mobile device, for example by an SMS message, when the data roaming services have reached 80% of the agreed financial or volume limit.

When the financial or volume limit has been reached, a notification shall be sent to the roaming customer's mobile device. That notification shall indicate the procedure to be followed if the customer wishes to continue provision of those services and the costs associated with each additional unit to be consumed. If the roaming customer does not respond as prompted in the notification received, the Authorised Provider shall immediately cease to provide and to charge the roaming customer for regulated data roaming services, unless and until the roaming customer requests the continued or renewed provision of those services.

Custom limits

In order to further protect customers from incurring very large bills, Authorised Providers are encouraged to offer customers the opportunity of setting a financial or volume limit other than the default limit. This customised limit would normally be lower or higher than the default limit and shall be set by the customer. If the Authorised Provider offers custom limits, they should inform their customers of what these are and how they are selected.

Whenever a roaming customer requests a financial or volume limit facility, the change shall be made within one working day of receipt of the request, shall be free of charge, and shall not entail conditions or restrictions pertaining to other elements of the subscription.

This entire process shall be appropriately recorded by the Authorised Provider in question, should the GRA request it as evidence as part of an investigation.

Removal of limits

Customers shall also be made aware that they can remove their data usage limits at any time. However, given the serious financial consequences this action may entail, customers should only be permitted to do so after being adequately informed of such matter and only after first being offered the opportunity to set a higher customised financial/volume limit. In summary, customers shall be advised, in the first instance, that instead of removing their limit altogether, they can set a higher limit which may not impede their data usage yet protect them from bill shock in all instances.

An Authorised Provider's underlying aim should always be, to properly arm their customers with the information they may require, in order to make informed decisions on their mobile spending. There may be situations where certain individuals/businesses find it more appropriate to remove all financial safeguards and as a result, they should have the right to request this, but only when they have been informed of the potential financial risks of doing so.

Authorised Providers should keep accurate records of customers requesting the removal of their limit by obtaining written consent from the relevant customer. Where this is not possible, the Authorised Provider concerned shall keep an accurate written log of the customer's request, together with reasons for their request. Advice should be given at the time the request is made, informing customers of the potential issues they may encounter when any limit removals are granted and the duration of the period in which the removal of these limits are to remain in place.

After being given the advice above, whenever a roaming customer requests to remove a financial or volume limit, the change shall be made within one working day of receipt of the request, shall be carried out free of charge and shall not entail conditions or restrictions pertaining to other elements of the subscription.

For the sake of the safe and proper implementation of the measures identified in this section, Authorised Providers should ensure that customers are given all this information when signing up and at the time that any customers request the removal of any financial/volume limits. Authorised Providers are encouraged to continually inform their customers of the potential dangers of roaming and bill shock, as well as embark upon educational campaigns advising their customers on this topic, in particular, before and during the key holiday periods.

The entire process shall be appropriately recorded by the Authorised Provider in question and provided to the GRA should it request this as evidence in an investigation.

Broadband Providers

All broadband customers must be provided with copies of any contracts, terms and conditions, service level agreements and any other relevant information, in a written format, regarding the services purchased so that they can refer to it at a later stage and in a way that is clear and transparent. Any changes made to the documents above must also be notified to the customer if it affects them in any way.

Customers must also be made aware of any complaints and dispute resolution procedures and directed to these as soon as they wish to make a complaint or raise a dispute. A copy of these shall be provided to any customer upon request.

Billing procedures and payment methods should also be clearly explained to customers, whether any extra costs apply for providing additional services, or whether there is any difference in charges depending on how payments are made. Customers should also be informed of any promotional offers which may arise from time to time.

Authorised Providers shall inform their customers that they may request an access line speed test⁴ if they experience an interruption of their service and/or slow speeds. An explanation of what this test entails shall be provided to customers and should be published on any medium the Authorised Provider uses to inform and/or regularly update its customers. Access line speed test results shall be readily available, or in cases where this is not possible, shall be provided to the customer within 5 working days of the request being made.

Information on access line speeds can only be provided to active customers of a relevant Authorised Provider and only for the specific line allocated to the customer. By reason of performing accurate and reliable tests, Authorised Providers may require that customers temporarily disconnect all relevant devices from the modem/router. In the case of new customers, access line speed information shall be provided within 5 working days of the customer initiating their broadband service.

⁴ This refers to the speed of the data connection between the broadband modem and the local exchange or cable head end. This constitutes the maximum download speed a customer will be able to experience on his/her individual line.

For existing customers who wish to upgrade or downgrade their existing broadband package, Authorised providers shall provide information on their access line speed before any changes to their current service or product are made. This information will allow these customers to make an informed decision on whether or not their maximum download speed is adequate in comparison with the advertised download speed of the broadband package they may be interested in purchasing.

There may be instances in which the access line speed is lower than the advertised download speed pertaining to a particular broadband product. Even if this is the case, customers may still, for various reasons, want to continue using the service. In these instances, Authorised Providers shall keep an accurate written record of the customer acknowledging this fact and fully consenting to the purchase or use of this product. Please note the GRA may request this information, and any other information relating to a customer's access line speed, as part of an investigation.

Authorised Providers must also ensure that the information initially provided to customers is as accurate as possible. Authorised Providers must, therefore, use their best endeavours to implement measures which ensure, where applicable, that access line speed information is accurate and is updated to reflect any changes to the line.

When relevant, Authorised Providers must explain to customers in a clear and meaningful way, that the actual access line speed will be influenced by a number of factors and may at times appear to be lower than expected.

Authorised Providers shall provide the following information regardless of the sales channel used:

- an explanation of any factors that may affect the download/upload speed experienced by a customer, including:
- the nature of the customer's line;
- factors which may cause peak time congestion;
- the Authorised Provider's traffic shaping and management policy;
- the number of customer's online accessing a particular website (e.g. at any one time, or by time of day); and
- in-home factors which can contribute to the customer experiencing a lower speed on their device, in particular the impact of Wi-Fi.

It would also be beneficial for Authorised Providers to recommend any hardware which may improve the delivery of the service such as Wi-Fi repeaters, wireless access points, powerline adapters, ethernet cables etc.

If requested, advice on how to conduct reliable and accurate speed tests should be provided and/or a speed test software should be recommended to customers, so they can make their own speed tests at home.

Authorised Providers must explain that customers should contact them for advice if they have any problems with their service(s).

Customers who are renewing an existing contract must also be provided with the information in this section, including where their contract is renewed automatically (if applicable).

In instances where customers cancel their broadband subscription, they must be informed that they are no longer able to use email addresses or any other specific products or services provided by the Authorised Provider (where applicable), as these will cease to function upon cancellation of a broadband subscription.

PRINCIPLE 3. DETAILED INFORMATION ON AUTHORISED PROVIDER WEBSITES

Where relevant, Authorised Providers must ensure that their customers are made aware that there is additional information on a particular product or service provided on the Authorised Provider's website.

This information shall include, but not be limited to, information on all relevant products, services, bundles, packages and the like, along with their corresponding tariffs and prices. Information on any offers or discounts shall also be made available.

Authorised Providers' contracts, terms and conditions, service level agreements and any other relevant information with regards to customers shall be published and be easy to find on the Authorised Provider's website.

Where applicable, line rental, connection and any other related charges shall also be provided within the Authorised Provider's website together with any fees relating to termination of service or return of equipment.

Authorised Providers' complaints and dispute resolution procedures shall also be published and easy to find online.

Authorised Provider's must also publish and provide a link to the Code on their website. Customers must be made aware of this Code and be provided with a copy if they so request it.

Fixed and Mobile telephony providers

Where applicable, Authorised Providers of fixed telephony services who bundle fixed telephony services with other services, should provide clear and easily accessible information on which services are included in the bundle and which are not.

Authorised Providers of mobile telephony services shall publish material online relating to the dangers of incurring expensive bills while roaming abroad. General advice on roaming together with clear and informative roaming charges should also be published. This should include pricing information, with particular emphasis placed on the tariffs applicable when roaming on the most expensive foreign networks and any advice on phone usage which aims to minimise the risks of bill shock and discourage customers from removing their financial or volume limits.

In general, more emphasis needs to be given to the possible dangers of roaming abroad, especially outside the EEA.

This advice may include, but not be limited to:

- The default financial/volume limit;
- Whether or not to set a financial/volume limit above or below the default limit;
- The removal of any limits only in limited and specific situations;
- Information on how to turn off roaming data usage;
- Limiting usage by restricting specific apps; and
- How to disable automatic network selection and how to switch to other available networks manually.

Where applicable, if mobile telephony services are bundled with other services, Authorised Providers should provide clear and easily accessible information on which services are included in the bundle and which are not.

Broadband Providers

Authorised Providers providing broadband shall inform their customers via their online portals that they can request access line speed information for their line. A full explanation of what this data entails, its purpose and how it can be requested shall also be published. Customers shall be informed that if the data is not readily available, it shall be provided within 5 working days of the request being made or from the day they initiate their broadband service.

Accessibility statement

Authorised Providers shall publish an accessibility statement on their website.

The accessibility statement should set out how an Authorised Provider ensures that information regarding their products and services, including all information provided to the majority of customers, is accessible for disabled customers. The accessibility statement should contain:

- Information about the accessibility products and services available to customers.
- Information about the range of accessible contact methods and details to assist disabled customers.
- The Authorised Provider's approach and policy in respect of providing services and information to disabled customers.

PRINCIPLE 4. RIGHT TO EXIT THE CONTRACT WITHOUT PENALTY⁵

When customers experience a deteriorated broadband service, they generally encounter an interrupted service or slow speeds. These customers should contact their Authorised Provider who in turn must aim to resolve the issue and restore the service to the expected broadband level required.

In the specific case of broadband access line speeds, Authorised Providers shall allow any customer to exit their contract without penalty, at any time during the contract, if:

- the customer's access line speed is below 85% of the relevant advertised download speed;
- the Authorised Provider has failed to restore the service to at least 85% of the relevant advertised download speed within 15 calendar days of the fault being reported; and
- the Authorised Provider has no written evidence of that customer consenting or acknowledging that their access line speed is less than 85% of the relevant advertised download speed.

The right to exit without penalty must be offered with immediate effect to the affected customer when the above is fulfilled. This right does not affect the customer's contractual rights or any other rights that may apply.

There may be instances where a customer is aware that the access line speed is below the 85% threshold and they wish to continue with their service. In such cases, the customer should either confirm this in writing or the Authorised Provider should make an accurate written record that they have agreed to these terms.

Customers must also be made aware that the right to exit will also apply to other services provided by the same Authorised Provider (such as those provided within a bundle and cannot be provided separately).

If the customer chooses to exit the contract, they must be informed of any other services affected by his/her decision as included in their bundle.

Where a customer has the ability to remain with a service other than the one they have cancelled, they must also be informed of this possibility.

Although the right to exit is applicable to non-broadband services as per the above conditions, the customer may choose to retain one or more of their other electronic communications services if it would be possible to receive it from the same Authorised Provider (e.g. they may wish to exit broadband services yet retain telephony services).

⁵ 'Without penalty' means that Authorised Providers must not levy any charges for leaving the service, including early termination fees, and must reimburse customers pro-rata for any outstanding fees paid upfront where relevant. Customers will be entitled to a full refund of the particular service within the first year of subscribing if their access line speed is lower than the advertised download speed of their chosen package and they never consented to this.

Where a customer has purchased multiple lines at the same premises, the right to exit only relates to the affected line with the speed problem.

Where relevant, Authorised Providers must not charge customers for engineer callouts that are required for diagnosis purposes, or to address a speed problem, as part of the right to exit process.

Authorised Providers must log instances of the right to exit being offered, any exceptional circumstances that delayed offering the right to exit (if applicable) and whether the customer has chosen to exercise it or has accepted another remedy, in a manner that allows Authorised Providers to report on how many offers are made and how many are accepted.

The right to exit may be offered to a customer during a telephone call, but an appropriate record must be made of any such offers. If the customer accepts the offer, this must be confirmed to them in writing (by email or alternative durable format).

Authorised Providers may impose a time limit of no less than 30 calendar days for the customer to accept the offer of the right to exit and must ensure that this is clearly explained to the customer.

Authorised Providers may also require the customer to confirm their acceptance explicitly.

However, Authorised Providers must not require the customer to confirm their acceptance in a manner that would be likely to disincentivise take-up of the right to exit, such as by incurring additional costs (e.g. a reply by post that requires the customer to pay for postage) or significant time or effort.

Authorised Providers can also offer customers other alternative remedies, in particular upgrades or discounts alongside the right to exit. The customer is under no obligation to accept these other remedies instead of the right to exit.

Where the right to exit applies, Authorised Providers may require the customer to return any equipment provided by them free of charge, unless damaged or lost (e.g. router).

A customer's failure to return equipment within a reasonable time limit shall entitle the Authorised Provider to charge the customer a reasonable amount reflecting the cost of the equipment.

Where the customer has paid an upfront charge for the equipment, the Authorised Provider must reimburse the customer when it requires the return of the equipment unless damaged or lost.

PRINCIPLE 5. SUMMARY OF THE CODE

All Authorised Providers shall provide information to customers, in the form of a leaflet/s or equivalent⁶, containing at least, the following information:

⁶ This may include any printed or electronic material.

1. The Authorised Provider is a signatory of the telephony and broadband services code of practice and is working together with the Gibraltar Regulatory Authority in helping to protect its customers.
2. The Authorised Provider shall ensure it has adequately trained its staff (including any subsidiaries, agents or sub-contractors) to deal with all telephony and broadband queries and that they have sufficient understanding of the products and services they are promoting and selling.
3. Upon signing up to a telephony and/or broadband service, the Authorised Provider shall provide the customer with a copy of their contract. This may include, but not be limited to, a copy of the relevant application forms, terms and conditions, service level agreements, codes of practice and complaints and dispute resolution procedures. Any changes made to the documents provided when signing-up, must be notified to the customer if it affects them in any way.
4. The Authorised Provider shall ensure that their staff provide the customer with accurate, up-to-date and meaningful information on telephony and broadband services before entering into any contract, or in the case of existing customers, where their service has changed in any way or have been upgraded/downgraded.
5. Authorised Providers shall ensure consistency of treatment of customers and shall, in instances where a customer has difficulty understanding the products or services that are available (e.g. elderly customers or customers whose first language is not English), take reasonable steps to provide the customer with adequate and relevant information about all products and services.
6. The Authorised Provider shall clearly explain its billing procedures and payment methods and shall also inform the customer when the service will commence and how to contact them in case any issues are encountered.
7. When signing up to a mobile service, the Authorised Provider shall inform the customer of the potential dangers of incurring large bills while roaming abroad. Customers should be directed to any relevant material the Authorised Provider has published and shall also inform them of what protective measures are in place while roaming (i.e. receiving any automatic messages), together with any additional services available with reference to their mobile usage and data limits. (Roaming providers shall offer the safeguard mechanisms as stipulated in EU Regulation 531/2012 (or any other applicable legislation) together with any additional services as stated in this Code).
8. Authorised Providers of mobile telephony services should inform customers that they have the option of setting a customised volume/financial limit on their mobile customer account and that this limit may be set lower or higher than the default limit (equivalent of €50). If a customer requests this, Authorised Providers must set the custom limit within one working day of receipt of the request and do so free of charge.
9. If a customer chooses to remove any financial/volume limits, the Authorised Provider shall request this instruction in writing. Where this is not possible, the Authorised Providers shall keep an accurate log of the request and inform the customer of the potential dangers of removing these protective limits, with particular emphasis placed on financial dangers of roaming outside of the EEA. Before removing any limit, Authorised Providers must first offer customers the ability to choose a custom limit.

10. Authorised Providers providing broadband services shall inform their customers that they may request an access line speed test⁷ if they experience an interruption of their service and/or slow speeds. An explanation of what this test entails shall be provided to customers and should also be published on any medium the Authorised Provider uses to inform its customers. Access line speed test results shall be readily available, or in cases where this is not possible, shall be provided to the customer within 5 working days of the request being made.
11. For existing customers who wish to upgrade or downgrade their existing package, Authorised providers shall provide information on their access line speed before any changes to their current service or product are made. This information will allow customers to make an informed decision on whether or not their maximum download speed is adequate in comparison with the advertised download speed of the broadband package they may be interested in purchasing. In the case of new customers, access line speed information shall be provided within 5 working days of the customer initiating their broadband service.
12. When assessing access line speed information, Authorised Providers shall allow any customer to exit their contract without penalty, at any time during the contract, if the customer's access line speed is below 85% of the relevant advertised download speed, the Authorised Provider has failed to restore the service to at least 85% of the relevant advertised download speed within 15 calendar days of the fault being reported and the Authorised Provider has no written evidence of that customer consenting or acknowledging that their access line speed is less than 85% of the relevant advertised download speed.
13. Authorised Providers shall advise customers on how to make effective use of the services they have purchased, including Wi-Fi extending devices, routers etc.
14. Authorised Providers shall ensure that customers are made aware of any additional information pertaining to a particular product or service, on their website. This information shall include, but not be limited to, information on all relevant products, services, bundles, packages etc. with their corresponding tariffs and prices. Information on any offers or discounts shall also be demonstrated.
15. Authorised Providers shall have an accessibility statement on their website which sets out how information regarding their products and services, including all information provided to the majority of customers, is accessible for disabled customers.
16. Authorised Providers shall publish and provide a link to the Code on their website. The Authorised Provider shall also provide customers with copies of the Code upon request.

The information contained in the leaflet/s shall be written in simple and plain English.

A copy of the leaflet/s shall be submitted to the GRA before publishing. The Authorised Provider shall not publish the leaflet/s until it has been approved by the GRA in order to ensure that the objectives of the Code are met. Where relevant, Authorised Providers may choose to have separate leaflets pertaining to a particular service/s (e.g. one leaflet for fixed

⁷ This refers to the speed of the data connection between the broadband modem and the local exchange or cable head end. This constitutes the maximum download speed a customer will be able to experience on his/her individual line.

telephony and broadband and one for mobile telephony). The leaflet/s shall be provided to all new and existing customers when signing up, renewing, upgrading or downgrading their telephony and/or their broadband services.

For clarification purposes, a sample leaflet for customers could be drafted as follows, using fictional company "Extel" as an example of an Authorised Provider:

1. Extel is a signatory of the telephony and broadband services voluntary code of practice and is working together with the Gibraltar Regulatory Authority in helping to protect its customers. The Code can be found at www.Extel.gi and is also available on request.
2. Staff at Extel will help you understand the available products and services and are trained to deal with all telephony and broadband queries.
3. On signing up to a telephony and/or broadband service, you will receive a copy of your contract, which will include a copy of the relevant application forms, terms and conditions and service level agreements. Extel will notify you if any changes are made to the documents provided when signing-up.
4. Customers will be provided with accurate, up-to-date and meaningful information on telephony and broadband services before entering into any contract, or in the case of existing customers, where their service has changed in any way or upgraded/downgraded.
5. If you have difficulty understanding the products or services that are available (e.g. elderly customers or customers whose first language is not English) staff at Extel will ensure to provide you with adequate and relevant information about all products and services.
6. Extel has published an accessibility statement on its website which sets out how information regarding its products and services, including all information provided to the majority of customers, is accessible for disabled customers.
7. Staff at Extel will explain billing procedures and payment methods and inform you when the service will commence and how to contact them in case of any issues with the service.
8. Extel has a complaints and disputes procedure available for customers who have a complaint or wish to raise a dispute. This can be found at www.Extel.gi and is also available on request.
9. When signing up to a mobile service, Extel will explain the dangers of incurring large bills while roaming abroad, especially outside the EEA.

When entering a foreign country and initiating a roaming service, mobile customers will receive an automatic text message which shows

(Insert text here)

Customers can also opt for the following services and or facilities:

1. The option to opt out of receiving the automatic text message when initiating a roaming service;
2. Service or facility xx;
3. Service or facility yy;
4. Etc.

Further information can be found on Extel's website on www.Extel/roaming.gi.

10. If you experience a deteriorated broadband service, you may request Extel to perform an access line speed test on your line. This constitutes the maximum download speed you will be able to experience on your individual line. The request must be made via customer services. If the information is not readily available, Extel will inform you within 5 working days of the request being made. In the instance of a service upgrade/downgrade, Extel will perform an access line speed test and make you aware of the results within 5 working days of initiating your broadband service. If you are a new customer, access line speed information shall also be provided within 5 working days of your initial connection.
11. Once you obtain your access line speed information, Extel shall allow you to exit their contract without penalty, at any time during the contract, if your access line speed is below 85% of the relevant advertised download speed, Extel has failed to restore the service to at least 85% of the relevant advertised download speed within 15 calendar days of the fault being reported and Extel has no written evidence of your consent or acknowledgement that your access line speed is less than 85% of the relevant advertised download speed.
12. Extel will provide you with information on how to make effective use of the services purchased, including Wi-Fi extending devices, routers etc.
13. Please note that Extel has published additional information on its products and services on its website, please see www.Extel/productsandservices.com.

PRINCIPLE 6. MONITORING COMPLIANCE WITH THE CODE

The expectation is that all signatories fully endorse the objectives of the Code and its principles. Compliance with the Code requires signatories to work within the spirit of the Code and to make every reasonable effort to comply with it. This includes agreeing to co-operate fully with the GRA in its operation of the Code, including, for example, by agreeing to all reasonable requests to provide the GRA with information about how they comply with the Code.

The GRA may also monitor compliance with the Code through mystery shopping, and other similarly appropriate methods (e.g. audits of an Authorised Provider's internal processes and data about take-up of the right to exit). The results of any research or audits undertaken for the purposes of monitoring compliance may, where appropriate, be published on an Authorised Provider-specific basis.

Authorised Providers who sign up to the Code but fail to apply the principles it sets out, may be removed as signatories.

The GRA will examine matters of possible non-compliance on a case-by-case basis and discuss these with the relevant Authorised Provider. In cases where the GRA considers removal to be an appropriate action to take in respect of non-compliance, the GRA will notify the Authorised Provider before it takes a final decision, explaining the reasons why it considers removal to be appropriate and providing the Authorised Provider with an opportunity to comment. If, having been removed as a signatory, an Authorised Provider subsequently resumes compliance with the Code, the GRA may agree to reinstate it as a signatory.

The GRA may also issue statements about the conduct of specific Authorised Providers where that Authorised Provider's conduct has gone against the spirit of the Code. The GRA will update its published list of signatories on its website and/or on social media.

Authorised Providers must inform the GRA in writing when they have implemented this Code.

Authorised Providers which have indicated to the GRA that they wish to become signatories after the Code has been published must implement the Code before they can be confirmed as signatories.

Authorised Providers must also have their own internal processes to check their compliance with the Code.

ANNEX A. DEFINITIONS

Advertised speed – This is the speed that Authorised Providers use to describe the download and upload speeds of their broadband packages they offer to customers. They are often described as 'up to' speeds and in many cases are theoretical.

Access line speed – This refers to the speed of the data connection between the broadband modem and the local exchange or cable head end. This constitutes the maximum download speed a customer will be able to experience on his/her individual line.

Actual speed – This is the actual speed that a customer experiences at a particular time when they are connected to the internet. This figure is often dependent on factors such as the Authorised Providers network, its traffic shaping and management policy, the number of subscribers sharing the network and the number of people accessing a particular website at a particular time.

Authorised Provider - A legal person who is authorised to provide electronic communications networks and/or services pursuant to the provisions of the Communications Act 2006.

Customer - Any natural person or business who purchases any of the electronic communications services as applicable under the Code.

Download speed – Rate of data transmission to a customer's connection from an Authorised Provider's access node, typically measured in Megabits per second (Mbit/s).

Electronic communications service - 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.

Publicly available electronic communications service - an electronic communications service available to members of the public.

Upload speed - Rate of data transmission from a customer's connection to an Authorised Provider's access node, typically measured in Mbit/s.

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