



GIBRALTAR REGULATORY
AUTHORITY

Review of General Conditions

Public Consultation C04/17

7th July 2017

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1. Introduction

The Gibraltar Regulatory Authority (the Authority) is responsible for the regulation of the electronic communications sector in Gibraltar in accordance with Gibraltar and EU legislation.

In October 2011 the Authority published a Notice on General Conditions, No. 08/2011 pursuant to Regulation 17 of the Communications (Authorisation and Licensing) Regulations 2006 (the Regulations). Regulation 17 sets out the Authority's powers to set conditions to a General Authorisation.

A "General Authorisation" is defined as the legal framework established under and pursuant to the Communications Act 2006 (the Act) ensuring rights for the provision of electronic communications networks or electronic communications services or both and laying down the conditions and, where applicable, the specific obligations for such provision.

According to the Authority's Register of Authorised persons, the following operators hold a General Authorisation to provide electronic communications networks and services:

- Gibfibrespeed
- U-mee
- Sapphire Networks
- Gibtelecom.

Regulation 17 of the Regulations also provides that a General Condition is a condition listed in Part A of the Schedule to the Regulations and that every communications provider holding a General Authorisation shall comply with the conditions applicable to them.

The Authority also has the power to modify conditions under the provisions of Regulation 18 of the Regulations provided that any modification is objectively justifiable in relation to the networks or services to which the modification relates and is proportionate to what the modification is intended to achieve. Whenever the Authority intends to make a modification, it shall comply with the public consultation procedure¹ unless the proposed modification is minor and has been agreed with the licensees concerned.

Given that the current Notice on General Conditions was published more than five years ago and some operators obtained a General Authorisation after its publication, the Authority considers it appropriate to review and update the General Conditions. Further clarification is also provided to enable all operators to identify which General Conditions apply to them.

The Authority, therefore, proposes to amend some of the General Conditions as explained below. All General Conditions which are not referred to in this public consultation shall remain as currently drafted.

¹ Section 13 of the Communications Act 2006.

The Authority welcomes comments from all interested parties on the questions posed in this public consultation (full list of questions is set out in Annex A). **Written comments will be accepted no later than 3pm on Monday 7th August 2017.** Any questions relating to the clarification of issues will need to be sent within two weeks of the date of publication of this document.

In order to promote further openness and transparency, the Authority will publish the names of all respondents and their responses on its website and will also make available for inspection responses to the consultation at its offices. Please note that this is subject to confidentiality. Respondents are asked to clearly identify material which is to be treated as confidential.

2. Proposed amendments to General Conditions

It is the Authority's view that the current General Conditions require amending. Some amendments are of a minor nature, contain updated text in line with the Act and accompanying Regulations and serve to streamline the entire document.

For ease of reference, the Authority will list the General Condition as currently published in Notice 08/2011 together with the proposed amendment below (in italics). The text in italics will either represent a re-wording of the current general condition or will be completely new text. For the purposes of this public consultation, only the text in italics should be considered.

2.1 GENERAL CONDITION 1

1. General Access and Interconnection Obligations

Obligation to negotiate

The Undertaking shall, to the extent requested by another Undertaking in any part of the European Community, negotiate with that Undertaking with a view to concluding an agreement (or an amendment to an existing agreement) for Interconnection within a reasonable period.

Information obtained during negotiations for Network Access

- 1.2 Where the Undertaking acquires information from another Undertaking before, during or after the process of negotiating Network Access and where such information is acquired in confidence, in connection with and solely for the purpose of such negotiations or arrangements, the Undertaking 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.
- 1.3 Paragraph 1.2 above does not apply to the passing of information to the Authority, where the Authority requires that information in order to carry out its functions.
- 1.4 For the purposes of this Condition,
 - (a) "Network Access" means-
 - (i) Interconnection of Public Electronic Communications Networks;
or
 - (ii) any services, facilities or arrangements which-
 - (A) are not comprised in Interconnection; but
 - (B) are services, facilities or arrangements by means of which an Undertaking or person making available

Associated Facilities is able, for the provision of Electronic Communications Services (whether by him or another), to make use of anything mentioned in subparagraph (b),

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

- (b) the things referred to in (a)(ii)(B) above are-
 - (i) any Electronic Communications Network or an Electronic Communications Service provided by another Undertaking;
 - (ii) any apparatus comprised in such a network or used for the purposes of such a network or service;
 - (iii) any facilities made available by another that are Associated Facilities by reference to any network or service (whether one provided by that provider or another);
 - (iv) any other services or facilities which are provided or made available by another person and are capable of being used for the provision of an Electronic Communications Service.
- (c) Undertaking means-
 - (i) in paragraph 1.1, a person who provides a Public Electronic Communications Network;
 - (ii) otherwise, a person who provides an Electronic Communications Network or provides an Electronic Communications Service.

PROPOSED AMENDMENT TO GENERAL CONDITION 1

1. General Access and Interconnection

- 1.1 (a) *Undertakings shall negotiate access and/or interconnection agreements or amendments to existing agreements with other undertakings for the purpose of providing publicly available electronic communications services within a reasonable period.*
- (b) *Any information which is acquired by either party during the process of negotiating access and/or interconnection arrangements, shall be treated as confidential and must only be used for the purpose for which it was supplied, in particular, information which, if shared, could provide any other party (i.e. other departments, subsidiaries or partners) with a competitive advantage.*

- (c) *1.1(b) above does not apply to the submission of information to the Authority, where the Authority requires that information in order to carry out its functions.*

1.2 For the purpose of this Condition,

- (a) *"Access" means the making available of facilities or services or both by one person to another person, under defined conditions, whether on either an exclusive or non-exclusive basis, for the purpose of providing electronic communications services, including when they are used for the delivery of information society services or broadcast content services, and which may cover access to–*
 - (i) *network elements and associated facilities, which may involve the connection of apparatus, by fixed or non-fixed means (in particular, access to the local loop and to facilities or services necessary to provide services over the local loop);*
 - (ii) *physical infrastructure including buildings, ducts and masts;*
 - (iii) *relevant software systems including operational support systems;*
 - (iv) *information systems or databases for pre-ordering, provisioning, ordering, maintaining and repair requests, and billing;*
 - (v) *number translation or systems offering equivalent functionality;*
 - (vi) *fixed and mobile networks, in particular for roaming;*
 - (vii) *conditional access systems for digital television services;*
 - (viii) *virtual network services;*
- (b) *"Interconnection" means the linking (whether directly or indirectly by physical or logical means or by a combination of physical and logical means) of one public electronic communications network to another for the purpose of enabling the persons using one of them to be able to–*
 - (i) *communicate with users of the other one; or*
 - (ii) *to make use of services provided by means of the other one (whether by the provider of that network or by another person);*
- (c) *"Undertaking" means a person who provides a Public Electronic Communications Network and/or Publicly Available Electronic Communications Services.*

Q1. Do you agree with the proposed amendment to General Condition 1? If not, please explain why?

2.2 GENERAL CONDITION 3

3. Proper and effective functioning of the network

3.1 The Undertaking shall take all necessary measures to maintain, to the greatest extent possible -

- (a) the proper and effective functioning of the Public Telephone Network provided by it at all times;
- (b) in the event of catastrophic network breakdown or in cases of force majeure the fullest possible availability of the Public Telephone Network and Publicly Available Telephone Services provided by it; and
- (c) uninterrupted access to Emergency Organisations as part of any Publicly Available Telephone Services offered.

3.2 The Undertaking shall ensure that any restrictions imposed by it on access to and use of a Public Telephone Network provided by it on the grounds of ensuring compliance with paragraph 3.1 above are proportionate, non-discriminatory and based on objective criteria identified in advance.

3.3 For the purposes of this Condition, "Undertaking" means a person who provides Publicly Available Telephone Services and/or provides a Public Telephone Network.

PROPOSED AMENDMENT TO GENERAL CONDITION 3

3. Proper and effective functioning of the network

3.1 The Undertaking shall take all necessary measures to maintain, to the greatest extent possible -

- (a) the proper and effective functioning of the *Public Electronic Communications Network* provided by it at all times, *in particular when access and/or interconnection is being provided to other undertakings; and*
- (b) in the event of catastrophic network breakdown or in cases of force majeure the fullest possible availability of the *Public Electronic Communications Network*;
- (c) uninterrupted access to Emergency Organisations, *in instances where an Undertaking provides Publicly Available Telephone Services and other Publicly Available Electronic Communications Service(s) which are intended, but are not limited to, facilitate access to such organisations.*

- 3.2 The Undertaking shall ensure that any restrictions imposed by it on access to and use of a *Public Electronic Communications Network* provided by it on the grounds of ensuring compliance with paragraph 3.1 above are proportionate, non-discriminatory and based on objective criteria identified in advance.
- 3.3 For the purposes of this Condition, "Undertaking" means a person who provides a *Public Electronic Communications Network and/or Publicly Available Electronic Communications Services*.

Q2. Do you agree with the proposed amendment to General Condition 3? If not, please explain why?

2.3 GENERAL CONDITION 4

4. Emergency call numbers

- 4.1 The Undertaking shall ensure that any End-User can access Emergency Organisations by using the emergency call numbers "112", "190" and "199" at no charge and, in the case of a Pay Telephone, without having to use coins or cards.
- 4.2 The Undertaking shall, to the extent technically feasible make accurate and reliable Caller Location Information available for all calls to the emergency call numbers "112", "190" and "199", at no charge to the Emergency Organisations handling those calls, at the time the call is answered by those organisations.
- 4.3 Where an Undertaking provides an Electronic Communications Service:
- (a) at a fixed location, the Caller Line Information must, at least, accurately reflect the fixed location of the End-User's terminal equipment including the postal address; and
 - (b) using a Mobile Network, the Caller Location Information must include, at least, the Cell Identification of the cell from which the call is being made.
- 4.4 For the purposes of this Condition,
- (a) "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;
 - (b) "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;
 - (c) "Mobile Network" means either the GSM (Global System for Mobile communications as defined by the European Telecommunications

Standards Institute) or UMTS (Universal Mobile Telecommunications System as defined by the European Telecommunications Standards Institute) networks or any other standard for mobile communications that is, or may be, adopted in Gibraltar; (d) "Pay Telephone" means a telephone for the use of which the means of payment may include one or more of the following –

- (d) "Pay Telephone" means a telephone for the use of which the means of payment may include one or more of the following –
 - (i) coins,
 - (ii) credit cards,
 - (iii) debit cards, and
 - (iv) pre-payment cards, including cards for use with dialling codes.

For the avoidance of any doubt, references to a Pay Telephone include references to a Public Pay Telephone.

- (e) "Undertaking" means a person 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 Gibraltar Numbering Plan.

PROPOSED AMENDMENT TO GENERAL CONDITION 4

4. Emergency call numbers

- 4.1 The Undertaking shall ensure that any End-User can access Emergency Organisations by using the emergency call numbers "112", "190" and "199" at no charge and, in the case of a Pay Telephone, without having to use coins or cards.
- 4.2 The Undertaking shall, to the extent technically feasible make accurate and reliable Caller Location Information available for all calls to the emergency call numbers "112", "190" and "199", at no charge to the Emergency Organisations handling those calls, at the time the call is answered by those organisations.
- 4.3 Where an Undertaking provides an Electronic Communications Service:
 - (a) at a fixed location, the Caller Line Information must, at least, accurately reflect the fixed location of the End-User's terminal equipment including the postal address; and
 - (b) using a Mobile Network, the Caller Location Information must include, at least, the Cell Identification of the cell from which the call is being made.

- 4.4 For the purposes of this Condition,
- (a) "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;
 - (b) "*Cell Identification*" means the identity of the cell from which a mobile telephony call originated or in which it terminated;
 - (c) "Mobile Network" means either the GSM (Global System for Mobile communications as defined by the European Telecommunications Standards Institute) or UMTS (Universal Mobile Telecommunications System as defined by the European Telecommunications Standards Institute) networks or any other standard for mobile communications that is, or may be, adopted in Gibraltar;
 - (d) "Pay-telephone" means a telephone for the use of which the means of payment may include one or more of the following –
 - (i) coins;
 - (ii) credit cards;
 - (iii) debit cards; and
 - (iv) pre-payment cards, including cards for use with dialling codes.

For the avoidance of any doubt, references to a Pay Telephone include references to a Public Pay Telephone.

- (e) For the purposes of this Condition, "Undertaking" means a person who provides *a Public Electronic Communications Service or Publicly Available Telephone Services*.

Q3. Do you agree with the proposed amendment to General Condition 4? If not, please explain why?

2.4 GENERAL CONDITION 5

5. Emergency planning

- 5.1 Subject to paragraph 5.3, the Undertaking shall, on the request of and in consultation with -
- (a) the authorities responsible for Emergency Organisations; and
 - (b) such departments of the Gibraltar Government as the Minister may from time to time direct for the purposes of this Condition,

make arrangements for the provision or rapid restoration of such communications services as are practicable and may reasonably be required in Disasters.

- 5.2 Subject to paragraph 5.3, the Undertaking 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.
- 5.3 Nothing in this Condition precludes the Undertaking 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.
- 5.4 For the purposes of this Condition:
- (a) "Disaster" includes any major incident having a significant effect on the general public; and for this purpose a major incident includes any incident of contamination involving radioactive substances or other toxic materials ;
 - (b) "Undertaking" means a person who provides a Public Telephone Network and/or provides Publicly Available Telephone Services.

PROPOSED AMENDMENT TO GENERAL CONDITION 5

5. Emergency planning

- 5.1 Subject to paragraph 5.3, the Undertaking shall, on the request of and in consultation with -
- (a) the authorities responsible for Emergency Organisations; and
 - (b) such departments of the Gibraltar Government as the Minister may from time to time direct for the purposes of this Condition, make arrangements for the provision or rapid restoration of such communications services as are practicable and may reasonably be required in Disasters.
- 5.2 Subject to paragraph 5.3, the Undertaking 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.
- 5.3 Nothing in this Condition precludes the Undertaking 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.

5.4 For the purposes of this Condition:

- (a) "Disaster" includes any major incident having a significant effect on the general public; and for this purpose a major incident includes any incident of contamination involving radioactive substances or other toxic materials ;
- (b) "Undertaking" means a person who provides a *Public Electronic Communications Network and/or Publicly Available Electronic Communications Services*.

Q4. Do you agree with the proposed amendment to General Condition 5? If not, please explain why?

2.5 GENERAL CONDITION 10

10. Transparency and publication of Information

10.1 The Undertaking shall ensure that clear and up to date information on its applicable prices and tariffs (which for the avoidance of doubt shall not include bespoke or individual prices and tariffs), and on its standard terms and conditions, in respect of access to and use of Publicly Available Telephone Services by End-Users and Consumers is published, in accordance with paragraphs 10.2 and 10.3.

10.2 The information published shall include at least the following:

- (a) the Undertaking's name and Head Office address;
- (b) a description of the Publicly Available Telephone Services offered;
- (c) where the Undertaking renders any subscription charge or periodic rental charge, details of which Publicly Available Telephone Services are included within such charge;
- (d) the Undertaking's standard tariffs, including details of standard discounts and special and targeted tariff schemes, with regard to:
 - (i) access;
 - (ii) all types of usage charges; and
 - (iii) any maintenance services;
- (e) any compensation and/or refund policy, including specific details of any compensation and/or refund schemes offered;

- (f) any types of maintenance service offered;
- (g) the standard contract conditions offered, including any relevant minimum contractual period; and
- (h) any available dispute resolution mechanisms, including those developed by the Undertaking.

10.3 Publication of the information shall be effected by:

- (a) sending a copy of such information or any appropriate parts of it to any End-User or Consumer who may reasonably request such a copy; and
- (b) placing a copy of such information on any relevant website operated or controlled by the Undertaking, or, where no such website exists, placing a copy of such information in every office and outlet of the Undertaking such that it is readily available for inspection free of charge by members of the general public during normal office hours.

10.4 For the purposes of this Condition:

- (a) "Head Office" means an Undertaking's registered office and such other of its offices as the Authority may from time to time direct;
- (b) "Undertaking" means a person who provides End-Users and Consumers with access to and use of Publicly Available Telephone Services, except Public Pay Telephones;

PROPOSED AMENDMENT TO GENERAL CONDITION 10

10. Transparency and publication of Information

10.1 *Without prejudice to Regulation 18 of the Communications (Universal Service and Users' Rights) Regulations 2006, Undertakings shall ensure that transparent, comparable, adequate and up to date information on applicable tariffs and prices, any charges due on the termination of a contract and standard terms and conditions in respect of access to and use of public electronic communications networks and/or publicly available electronic communications services, is available to end users and consumers in accordance with the requirements of paragraphs 10.2 and 10.3.*

10.2 *The information shall be set out in a clear, comprehensive and easily accessible manner and the Authority may specify by notice, additional requirements regarding the form in which such information is to be published.*

10.3 The published information shall include the following:

- (a) the Undertaking's name and head office address;
- (b) a description of the services offered; including -

- (c) *scope of services offered;*
- (d) *standard tariffs indicating the services provided and the content of each tariff element (e.g. charges for access, all types of usage charges, maintenance charges), and including details of standard discounts applied and special and targeted tariff schemes and any additional charges, as well as costs with respect to terminal equipment;*
- (e) compensation and refund policies, including specific details of any compensation or refund schemes offered;
- (f) types of maintenance service offered;
- (g) *standard contract conditions, including any minimum contractual period, termination of the contract and procedures and direct charges related to the portability of numbers and other identifiers, if relevant.*
- (h) dispute resolution mechanisms, including those developed by the Undertaking.

10.4 Publication of the information shall be effected by:

- (a) sending a copy of such information or any appropriate parts of it to any End-User or Consumer who may reasonably request such a copy; and
- (b) placing a copy of such information on any relevant website operated or controlled by the Undertaking, or, where no such website exists, placing a copy of such information in every office and outlet of the Undertaking such that it is readily available for inspection free of charge by members of the general public during normal office hours.

10.5 Changes of terms and notification to the Authority

In instances where a transparency SMP obligation requiring an Undertaking to provide advanced notification to the Authority is not imposed, an Undertaking shall:

- (a) *Notify the Authority of any changes to terms and conditions, price increases, price reductions and introduction of new services before or on the actual date of publication.*

The terms and conditions, price increases, price reductions and new services above are made with reference to publicly available electronic communications services.

10.6 For the purposes of this Condition:

- (a) "Head Office" means an Undertaking's registered office and such other of its offices as the Authority may from time to time direct;

- (b) "Undertaking" means a person who provides a *Public Electronic Communications Network and/or Publicly Available Electronic Communications Services*.

Q5. Do you agree with the proposed amendment to General Condition 10? If not, please explain why?

2.6 GENERAL CONDITION 13

13. Non-payment of bills

13.1 Where the Subscriber has not paid the Undertaking all or part of a bill for Publicly Available Telephone Services provided by the Undertaking, any measures taken by the Undertaking to effect payment or disconnection shall:

- (a) be proportionate and not unduly discriminatory;
- (b) give due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and
- (c) except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the service concerned, as far as technically feasible.

13.2 The Undertaking shall publish details of measures it may take to effect payment or disconnection in accordance with paragraph 13.1 above by:

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

13.3 For the purposes of this Condition:

- (a) "Subscriber" means an End-User who is party to a contract with the Undertaking;
- (b) "Undertaking" means a person who provides Publicly Available Telephone Services at a fixed location.

PROPOSED AMENDMENT TO GENERAL CONDITION 13

13. Non-payment of bills

13.1 Where the Subscriber has not paid the Undertaking all or part of a bill for *Publicly Available Electronic Communications Services* provided by the Undertaking, any measures taken by the Undertaking to effect payment or disconnection shall:

- (a) be proportionate and not unduly discriminatory;
- (b) give due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and
- (c) except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the service concerned, as far as technically feasible.

13.2 The Undertaking shall publish details of measures it may take to effect payment or disconnection in accordance with paragraph 13.1 above by:

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

13.3 For the purposes of this Condition:

- (a) *"Subscriber" means a person who is party to a contract with a provider of Publicly Available Electronic Communications Services for the supply of those services.*
- (b) *"Undertaking" means a person who provides Publicly Available Telephone Services and other Publicly Available Electronic Communications Service(s).*

Q6. Do you agree with the proposed amendment to General Condition 13? If not, please explain why?

2.7 GENERAL CONDITION 14

14. Codes of practice and dispute resolution

Basic Code of Practice regarding provision of Public Electronic Communications Services

14.1 The Undertaking shall produce a basic code of practice for its Customers which sets out at least where such Customers may avail themselves of the information required to be published under Condition 10.2 as relevant to the provision of Public Electronic Communications Services. The code of practice shall be drafted in plain English which is easy to understand, and copies of the code of practice shall be provided on request and free of charge to any Customer.

Codes of Practice for Complaints

14.2 Without prejudice to regulation 29(1)-(10) of the Universal Services Regulations, within one month of this Condition entering into force, the

Undertaking shall establish and thereafter maintain procedures that conform with any applicable Code of Practice for Complaints for the handling of complaints made by its Customers in relation to the provision of Public Electronic Communications Services.

Dispute Resolution

14.3 The Undertaking shall implement and comply with a Dispute Resolution Scheme which it shall establish within its Code of Practice for Complaints, for the resolution of disputes between the Undertaking and its Customers in relation to the provision of Public Electronic Communications Services.

14.4 Without prejudice to regulation 29(11)-(17) of the Universal Services Regulations, and failing resolution of the dispute in accordance with paragraph 14.3, the Undertaking shall comply with the procedures established from time to time by the Authority, and any final decision taken by the Authority or an independent person appointed by the Authority, pursuant to regulation 29 (11) of the Universal Services Regulations, for the resolution of disputes between the Undertaking and its Customers in relation to the provision of Public Electronic Communications Services.

14.5 In this Condition:

- (a) "Code of Practice for Complaints" means a code of practice approved from time to time by the Authority for the purpose of this Condition in accordance with regulation 29 of the Universal Services Regulations;
- (b) "Customer" means, in relation to an Undertaking, a Customer of that Undertaking who is not himself an Undertaking;
- (c) "Dispute Resolution Scheme" means procedures approved from time to time by the Authority for the purpose of this Condition in accordance with regulation 29(3)(d) of the Universal Services Regulations;
- (d) "Undertaking" means a person who provides Public Electronic Communication Services.

PROPOSED AMENDMENT TO GENERAL CONDITION 14

14. Code of practice for the handling of complaints and dispute resolution

14.1 *Without prejudice to regulation 29 of the Communications (Universal Service and Users' Rights) Regulations 2006, the Undertaking shall implement and publish a code of practice which sets out the procedures it shall apply for the handling of complaints and resolving of disputes it may have with its consumers and other end users in relation to the provision of publicly available electronic communications services.*

- 14.2 The code of practice shall include (at least) where such *Consumers and other End Users* may avail themselves of the information required to be published under Condition 10.3. The code of practice shall be drafted in plain English which is easy to understand. *The code of practice shall be offered, free of charge to any consumer or end user involved in a complaint or dispute. The code of practice shall also be published on the Undertaking's website.*
- 14.3 *Without prejudice to regulation 29 of the Communications (Universal Service and Users' Rights) Regulations 2006, the Authority may from time to time, review and amend, as it considers appropriate, an Undertaking's code of practice until it is satisfied that the procedures set out in the code of practice are, amongst other things, simple, not financially burdensome on the consumer or end-user and allow any party to settle their dispute fairly, promptly and in transparent and non-discriminatory manner.*
- 14.4 *Without prejudice to regulation 29 of the Communications (Universal Service and Users' Rights) Regulations 2006, and failing resolution of a dispute, the Undertaking shall comply with the procedures established from time to time by the Authority, and any final decision taken by the Authority or an independent person appointed by the Authority, for the resolution of disputes between the Undertaking and its Consumers and other End Users in relation to the provision of Publicly Available Electronic Communications Services.*
- 14.5 For the purposes of this Condition:
- (a) *"Code of Practice" means a code of practice approved from time to time by the Authority for the purpose of this Condition in accordance with regulation 29 of the Universal Services Regulations;*
 - (b) *"Consumer" means any natural person who uses or requests a publicly available electronic communications service for purposes which are outside that person's trade, business or profession;*
 - (c) *"End User" means a user not providing a public electronic communications network or a publicly available electronic communications service;*
 - (d) *"Undertaking" means a person who provides Publicly Available Electronic Communications Services.*

Q7. Do you agree with the proposed amendment to General Condition 14? If not, please explain why?

Annex A: Consultation Questions

Q1. Do you agree with the proposed amendment to General Condition 1? If not, please explain why?

Q2. Do you agree with the proposed amendment to General Condition 3? If not, please explain why?

Q3. Do you agree with the proposed amendment to General Condition 4? If not, please explain why?

Q4. Do you agree with the proposed amendment to General Condition 5? If not, please explain why?

Q5. Do you agree with the proposed amendment to General Condition 10? If not, please explain why?

Q6. Do you agree with the proposed amendment to General Condition 13? If not, please explain why?

Q7. Do you agree with the proposed amendment to General Condition 14? If not, please explain why?