

Note: This is an extract from the unofficial consolidated version of the General Conditions of Entitlement, which came into force on 1 October 2018. It is published for ease of reference.

While every reasonable effort is made to ensure that the information provided in this document is accurate, no guarantees of the accuracy of information are made, and this document has no legal effect. Therefore, the relevant notifications published on 19 September 2017, and any subsequent notification published on Ofcom's website, shall take precedence over this unofficial version of General Condition C7.

C7 Switching

This condition aims to protect domestic and small business customers during the process of switching their landline and/or broadband services, either when moving from one communications provider to another, or staying with the same communications provider when moving location, or changing services with the same communications provider.

Scope

C7.1 The provisions of this Condition apply as follows:

- (a) Conditions C7.3 – C7.15 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or DSL Broadband Services to Switching Customers when a Communications Provider Migration is taking place within Openreach's or KCOM's Access Network; and
- (b) Conditions C7.16 – C7.20 apply to any Communications Provider which provides Fixed-line Telecommunications Services and/or DSL Broadband Services to Switching Customers when a Migration is taking place within Openreach's or KCOM's Access Network.

C7.2 For the purposes of this Condition:

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

Obligations to prevent mis-selling

C7.3 When selling or marketing Relevant Communications Services, the Regulated Provider that is the Gaining Provider must ensure that:

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

Information at point of sale

C7.4 The Regulated Provider that is the Gaining Provider must take all reasonable steps to ensure that before entering into a contract for the provision of Relevant Communications Services, the Switching Customer who is requesting a Communications Provider Migration:

- (a) is authorised to do so;

- (b) intends to enter into the contract; and
- (c) is provided with the information set out below in a clear, comprehensible, prominent and accurate manner, in paper or another Durable Medium which is available or accessible to the Switching Customer or, where the Switching Customer enters into the contract during a sales call, by telephone:
 - (i) the identity of the legal entity the Switching Customer is contracting with and its telephone, website and/or e-mail contact details; and
 - (ii) a description of the Relevant Communications Services requested; the key charges; payment terms; the existence of any termination right, termination procedures and the Switching Customer's right to cancel at no cost from the point of sale to the completion of the Transfer Period; the arrangements for provision of the service, including the order process and, as accurately as possible, the likely date of provision of the service and any Fixed Commitment Period. For the purposes of this provision, key charges include minimum contract charges, any Early Termination Charges and, if the Switching Customer is a Consumer, the Access Charge to be applied by the Regulated Provider for the purpose of calculating the amounts payable by that Switching Customer for calls to Unbundled Tariff Numbers in accordance with Condition B1.

Switching customer's termination rights

C7.5 Where the Regulated Provider is the Gaining Provider:

- (a) when the Switching Customer enters into a contract for the provision of Relevant Communications Services, the Regulated Provider must allow the Switching Customer to terminate the contract from the point of sale to the completion of the Transfer Period without charge or any other form of compensation being required to be given by the Switching Customer to the Regulated Provider; and
- (b) the Regulated Provider must have procedures in place to enable the Switching Customer to exercise their right to terminate their contract pursuant to Condition C7.5 without unreasonable effort. These procedures must include the ability to contact the Regulated Provider to terminate the contract by any of the following contact methods:
 - (i) telephone;
 - (ii) e-mail;
 - (iii) post.

Records retention

C7.6 Without prejudice to Condition C7.7, the Regulated Provider that is the Gaining Provider must use reasonable endeavours to create and keep all records regarding the sale of its Relevant Communications Services, for a period of not less than six months. Such records must include the date and approximate time of the contact with the Switching Customer, the means through which the contract was entered into, the place where the contract was entered into, where relevant, and be such as to allow subsequent identification of the salesperson(s) involved and to assist in dealing with any complaint or query.

Record of consent

- C7.7 For each contract entered into with a Switching Customer for the provision of Relevant Communications Services, the Regulated Provider that is the Gaining Provider must create and keep individually retrievable records of the following, for a period of not less than twelve months:
- (a) a direct record of consent, as provided by the Switching Customer, to:
 - (i) migrate from the Relevant Communications Services supplied by the Regulated Provider that is the Losing Provider to the Relevant Communications Services supplied by the Gaining Provider; or, as relevant,
 - (ii) begin acquiring Relevant Communications Services over the Target Line;
 - (b) a record of the explanation from the Regulated Provider that they are required to create a record of the Switching Customer's consent;
 - (c) the name and address of the Switching Customer;

- (d) the time, date and means by which the consent in sub-section (a) above was given;
- (e) where appropriate, the place where the consent in sub-section (a) above was given and the salesperson(s) involved;
- (f) the Target Address; and
- (g) where appropriate, the Calling Line Identification of the Target Line.

C7.8 The Regulated Provider that is the Gaining Provider shall keep the records in accordance with Condition C7.7 irrespective of whether the contract for the provision of the Relevant Communications Services is cancelled or terminated within the minimum twelve-month period specified in Condition C7.7.

Notification letters

C7.9 When a Switching Customer enters into a contract for the provision of Relevant Communications Services, the Regulated Provider that is the Gaining Provider must send that Switching Customer a letter. The letter shall set out in clear and intelligible terms:

- (a) the date of the letter;
- (b) that the Switching Customer is transferring their Relevant Communications Services;
- (c) all Relevant Communications Services that will be transferred;
- (d) where relevant, the Calling Line Identification of all Relevant Communications Services that will be transferred;
- (e) a reasonable estimate of the Migration Date;
- (f) the right of the Switching Customer to terminate the contract as set out in Condition C7.5, the means by which the right to terminate can be exercised and the date by which the right to terminate must be exercised; and
- (g) relevant contact details.

C7.10 The Regulated Provider that is the Losing Provider must, in accordance with the industry agreed process, send the Switching Customer a letter. The letter shall set out in clear, intelligible and neutral terms:

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

C7.11 Where a contract is entered into with a Switching Customer for the provision of Relevant Communications Services, the letter sent by the Regulated Provider that is the Losing Provider in accordance with Condition C7.10 shall, in addition to the information listed therein, set out in clear, intelligible and neutral terms:

- (a) an explanation that the transfer will automatically take effect on the Migration Date and that no contact is required with the Regulated Provider that is the Losing Provider to cancel their existing service;
- (b) an explanation that after the transfer, the Switching Customer will receive a final Bill including any Early Termination Charge that is due;
- (c) an explanation of the applicable Early Termination Charge as set out in the contract;
- (d) the means by which the Early Termination Charge must be paid;

- (e) the amount of the Early Termination Charge due at the estimated Migration Date; and
- (f) where applicable, the impact of the transfer on the prices of all continuing Relevant Communications Services.

C7.12 The letters under Conditions C7.9 to C7.11 must be sent in paper or another Durable Medium. Such letters must be sent by normal post, unless the Switching Customer has explicitly agreed to receive correspondence electronically, such as through verbal consent in a call or through electronic confirmation when ordering online.

Simultaneous transfers

C7.13 Where the Regulated Provider is a Gaining Provider which elects to co-ordinate a Communications Provider Migration on behalf of a Switching Customer who has requested a transfer of Broadband and Fixed-line Telecommunications Services to be provided by it over the same line, it shall ensure that, as applicable, an order is submitted to Openreach or to KCOM, where available, for the simultaneous transfer with minimal loss of service of both Relevant Communications Services.

C7.14 Where the Regulated Provider is a Gaining Provider which elects to co-ordinate a Communications Provider Migration, on behalf of a Switching Customer, and which does not involve a change of the location where the Relevant Communications Services are supplied:

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

C7.15 Where the Regulated Provider is a Gaining Provider which elects to carry out a Working Line Takeover within Openreach's or KCOM's Access Network (as applicable) pursuant to a Home-Move Request, it shall comply with the provisions of Annex 2 to this Condition.

Other migrations of broadband services

C7.16 In relation to Migrations of DSL Broadband Services not falling within the scope of Condition C7.14, Regulated Providers shall:

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

General requirements

Responsibility

C7.17 Where Regulated Providers engage representatives or agents, they shall procure that such representatives or agents comply with the requirements of this Condition.

Training

C7.18 Regulated Providers must ensure that their staff or any representatives of any agency engaged by them, are appropriately trained to comply with this Condition.

Monitoring

C7.19 Regulated Providers must monitor, including conducting regular audits, their compliance with this Condition, including compliance on their behalf by any representatives or agency engaged by them, and take appropriate steps to prevent the recurrence of any problem(s) identified.

Publication of information

C7.20 Regulated Providers must:

- (a) publish a copy of Condition C7, or a link to a copy of Condition C7, published on Ofcom's website, in an easily accessible and reasonably prominent manner on their website or, where there is no such website, in such manner and form as directed by Ofcom; and
- (b) provide a copy of Condition C7 to the Switching Customer free of charge upon reasonable request.

Annex 1 to Condition C7

[See Condition C7.14(a)]

Notification of transfer

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

Cancel other

2 The Losing Provider shall only be permitted to use Cancel Other in the following circumstances:

- (a) where Slamming has occurred;
- (b) at the Switching Customer's request, where the Gaining Provider has failed to cancel the Transfer Order after being directed by the Customer to do so ('Failure to Cancel');
- (c) where the telephone line is or will be, ceased during the Transfer Period ('Line Cease');
- (d) for other specified reasons not related to a Switching Customer's request to cancel a transfer, as agreed by the relevant industry forum and approved by Ofcom; and
- (e) in such other circumstances as directed by Ofcom.

3 Before using Cancel Other in cases of Slamming and/or Failure to Cancel, the Losing Provider shall take reasonable steps to establish that Slamming and/or Failure to Cancel has actually taken place.

4 After using Cancel Other, the Losing Provider shall confirm the cancellation of the order by Durable Medium to the Switching Customer, unless this is not possible or appropriate, including where the Switching Customer is deceased.

5 The Losing Provider shall record its reasons for using Cancel Other in each case, selecting the appropriate reason code from a list corresponding to permitted use of Cancel Other and consistent with one of the circumstances (a) to (d) set out below, as agreed by the industry and approved by Ofcom:

- (a) where the Switching Customer has never contacted, or has never been contacted by, the Gaining Provider;
- (b) where the Switching Customer has contacted, or has been contacted by, the Gaining Provider, but has not given the Gaining Provider authorisation to transfer some or all of their Relevant Communications Services;

- (c) where the Switching Customer has agreed to purchase a product or service from the Gaining Provider and the Gaining Provider has submitted an order for a different product or service which the Switching Customer has not agreed to purchase; or
- (d) where the Switching Customer has agreed to transfer some or all of their Relevant Communications Services to the Gaining Provider having understood as a result of a deliberate attempt by the Gaining Provider to mislead, that they are making an agreement with a different Regulated Provider.

Annex 2 to Condition C7

[See Condition C7.15]

Working line takeovers

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

Asset identification

- 2 Before a Working Line Takeover Order is placed, a Gaining Provider shall take reasonable steps, having regard to industry best practice, to identify the Target Line.
- 3 A Gaining Provider may only place a Working Line Takeover Order if it has identified an exact match for the Target Line.

Notification letter

- 4 After being notified of the Working Line Takeover Order, the Incumbent Communications Provider shall send the Incumbent Switching Customer a letter, in accordance with the industry agreed process, in paper or another Durable Medium, which clearly sets out:
 - (a) the date of the letter;
 - (b) a notification that an Inbound Switching Customer wants to take over the Target Line;
 - (c) all Relevant Communications Services directly affected by the Working Line Takeover;
 - (d) where relevant, the Calling Line Identification of all Relevant Communications Services that are directly affected;
 - (e) the expected Migration Date;
 - (f) that the Incumbent Switching Customer should notify the Incumbent Communications Provider if that Incumbent Switching Customer is not moving out of the Target Address or expects to move at a later date than the expected Migration Date; and
 - (g) the relevant contact details.
- 5 The letter must be sent by post, unless the Switching Customer has explicitly agreed to receive correspondence electronically, such as through verbal consent in a call or through electronic confirmation when ordering online.