

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:

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- (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:

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- (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**;

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- (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.