

## Contents

C7 Switching .....	0
Scope .....	0
Obligations to prevent mis-selling.....	1
Information at point of sale .....	1
Switching customer’s termination rights.....	1
Records retention .....	2
Record of consent.....	2
Notification letters .....	2
Simultaneous transfers .....	3
Other migrations of broadband services .....	3
General requirements .....	3
Responsibility.....	3
Training.....	4
Monitoring .....	4
Publication of information.....	4
Mobile switching .....	4
How the PAC, N-PAC or Switching Information can be requested and received .....	4
How and when the PAC, N-PAC, and/or Switching Information must be provided to business tariff customers .....	5
Duration of validity of PAC and N-PAC.....	5
Obligation to ensure Regulated Providers provide information where request for PAC or N-PAC or Switching Information is rejected.....	5
Obligation to ensure Mobile Switching Customers are not charged for Mobile Communications Service after the switching process has been completed .....	5
Submission of PAC or N-PAC at point of sale.....	5
Obligation to ensure switching process is completed within one Working Day.....	6
Obligation to advertise means by which PAC or N-PAC or Switching Information can be requested .....	6
Obligation to provide guidance on the switching process .....	6
Obligation to provide compensation .....	6

## 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. It also aims to protect domestic and small business customers when switching mobile provider, whether or not they bring their mobile number with them when they switch.*

### 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**;
- (b) **Conditions C7.16 – C7.20** apply to any **Communications Provider** which provides **Fixed-line Telecommunications Services** and/or **Broadband Services** to **Switching Customers** when a **Migration** is taking place within **Openreach’s** or **KCOM’s Access Network**;
- (c) **Conditions C7.21 to C7.44** apply to the following persons in respect of any **Mobile Switching** involving fewer than 25 **Mobile Numbers**:
  - (i) **Conditions C7.21 to C7.25** and **Conditions C7.33 to C7.36** apply to any **Communications Provider** which provides a **Mobile Communications Service**, from whom a **Mobile Switching Customer** is, or is considering, transferring;

(ii) **Conditions C7.26 to C7.28** apply to any **Communications Provider** which provides a **Mobile Communications Service**, from whom a **Mobile Switching Customer** on a **Residential Mobile Tariff** is, or is considering, transferring;

(iii) **Conditions C7.29 to C7.32** apply to any **Communications Provider** which provides a **Mobile Communications Service**, from whom a **Mobile Switching Customer** on a **Business Mobile Tariff** is, or is considering, transferring;

(iii) **Condition C7.37** applies to any **Communications Provider** which provides a **Mobile Communications Service**, to whom a **Mobile Switching Customer** is, or is considering, transferring; and

(iii) **Conditions C7.38 to C7.44** apply to any **Communications Provider** which provides a **Mobile Communications Service**.

Each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.

C7.2 For the purposes of **Conditions C7.3 to C7.20**: any **Fixed-line Telecommunications Services** and/or **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, 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 carryout 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 **Broadband Services** not falling within the scope of **Condition C7.14**, **Regulated Providers** shall:

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

## Mobile switching

### Providing the PAC or the N-PAC, and Switching Information on request

C7.21 **Regulated Providers** must provide a **PAC** or an **N-PAC** and/or (as applicable) **Switching Information** to their **Mobile Switching Customers** on request.

C7.22 **Regulated Providers** must ensure that the **Switching Information** provided in accordance with **Condition C7.21** complies with the following requirements:

- (a) it must be accurate as at the day on which it is sent by the **Regulated Provider**;
- (b) it must set out the total charge payable by the **Mobile Switching Customer**, and where the request is for more than one **Mobile Number**, any charges payable must be aggregated across all **Mobile Numbers** for which the request was made;
- (c) it must set out any outstanding credit balances in respect of **Prepaid Mobile Services**;
- (c) when the **Switching Information** is provided online or by **SMS** it must contain a web link to the log-in page for the **Mobile Switching Customer's** account with the **Regulated Provider**;
- (d) it must be provided in clear, intelligible and neutral terms.

## How the PAC, N-PAC or Switching Information can be requested and received

C7.23 **Regulated Providers** must ensure their **Mobile Switching Customers** can request free of charge, a **PAC**, or an **N-PAC** and/or (as applicable) **Switching Information** via, at least, the following three means:

- (a) **SMS**, but only where the request for a **PAC** or **N-PAC** is in respect of no more than one **Mobile Number**;
- (b) online, via an account which must be provided by the **Regulated Provider** to its **Subscribers**; and
- (c) by phone.

C7.24 In respect of the obligation under **Condition C7.23(a)**, **Regulated Providers** must ensure that all their **Mobile Switching Customers** can request a **PAC**, or an **N-PAC** and/or (as applicable) **Switching Information** by using the respective unique numbers for each type of request as agreed by the relevant industry forum and approved by **Ofcom**.

### When the PAC, N-PAC or Switching Information can be requested

C7.25 **Regulated Providers** must ensure that **Mobile Switching Customers** are able to request a **PAC**, an **N-PAC**, and/or (as applicable) **Switching Information**:

- (a) by **SMS** and/or online in accordance with **Condition C7.23(a)** and (b) at all times; or
- (b) by phone in accordance with **Condition C7.23(c)** during at least any **Working Day**.

### How and when the PAC, N-PAC and/or Switching Information must be provided to residential tariff customers

C7.26 **Regulated Providers** must ensure that they always provide, free of charge, the **PAC**, **N-PAC** and/or **Switching Information** (as applicable) to a **Mobile Switching Customer** who has requested it:

- (a) via the same means through which the request was made; and
- (b) if the request was not made by **SMS** and does not relate to more than one **Mobile Number**, in addition via **SMS**.

C7.27 When **Regulated Providers** provide a **PAC** or **N-PAC**, to a **Mobile Switching Customer** they must at the same time also provide **Switching Information**.

C7.28 **Regulated Providers** must ensure that when they provide the **PAC** or **N-PAC** and/or (as applicable) the **Switching Information** in accordance with **Condition** C7.26 (a) and (b) to a **Mobile Switching Customer**, they do so no later than one minute from receipt of the request, save that, in the case of a request made by phone, the **SMS** required under **Condition** C7.26(b) may be sent at the latest up to one minute from the end of the phone call.

## How and when the PAC, N-PAC, and/or Switching Information must be provided to business tariff customers

C7.29 **Regulated Providers** must ensure that they always provide, free of charge, a **PAC** or **N-PAC**, to a **Mobile Switching Customer** who has requested it in relation to a single mobile number:

(a) where the request was made by phone, immediately over the phone, or if this is not possible by **SMS** within two hours from the end of the phone call;

(b) where the request was made by **SMS**, by **SMS** within no more than two **Working Days** from the request;

(c) where the request was made online, via the account online and in addition via **SMS** within no more than two **Working Days** from the request.

C7.30 **Regulated Providers** must ensure that they always provide, free of charge, a **PAC** or **N-PAC**, to a **Mobile Switching Customer** whose request relates to more than one mobile number:

(a) where the request was made by phone, over the phone within two hours from the end of the phone call; or

(b) where the request was made online, via the account online within no more than two **Working Days** from the request.

C7.31 When **Regulated Providers** provide a **PAC** or **N-PAC**, in response to a request made by **SMS** or online from a **Mobile Switching Customer** they must at the same time also provide **Switching Information**.

C7.32 **Regulated Providers** must ensure that they always provide, free of charge, **Switching Information** to a **Mobile Switching Customer** who has requested it (whether the request is made by phone, **SMS** or online) by **SMS** (unless the request relates to more than one mobile number), or via the account online, within no more than two **Working Days** from the request.

## Duration of validity of PAC and N-PAC

C7.33 A **PAC** and an **N-PAC** shall be valid from the day it is provided for a period of thirty calendar days.

## Obligation to ensure Regulated Providers provide information where request for PAC or N-PAC or Switching Information is rejected

C7.34 Where a **Regulated Provider** receives a request for a **PAC**, an **N-PAC** and/or (as applicable) **Switching Information**, the **Regulated Provider** is only entitled to reject the request in accordance with the circumstances as agreed by the relevant industry forum and approved by **Ofcom**.

C7.35 Where the **Regulated Provider** rejects a request, it must immediately send confirmation of the rejection via **SMS** to the **Mobile Number** of the **Mobile Switching Customer**.

## Obligation to ensure Mobile Switching Customers are not charged for Mobile Communications Service after the switching process has been completed

C7.36 On the **Working Day** on which the **Porting Process** or the **Non-Porting Switching Process** has been completed, any **Regulated Provider** must, after that process has been completed:

(a) cease providing the **Mobile Communications Services** it was providing to the relevant **Mobile Switching Customer** before the relevant **Mobile Switching Customer** switched using the **Porting Process** or the **Non-Porting Switching Process**; and

(b) ensure that any charges which the relevant **Mobile Switching Customer** may be required to pay, other than any **Early Termination Charge**, are charges incurred only as a result of the provision of the **Mobile Communications Services** up to and including the **Working Day** referred to in this paragraph, and do not include any charges in respect of any part of any period of notice that the relevant **Mobile Switching Customer** is required to provide in order to exit the contract with the **Regulated Provider**, that would otherwise extend beyond the **Working Day** referred to in this paragraph.

## Submission of PAC or N-PAC at point of sale

C7.37 Before entering into a contract for a **Mobile Communications Service** with a **Mobile Switching Customer**, a **Regulated Provider** must ensure that the relevant **Mobile Switching Customer** is provided with the option of submitting the **PAC** or **N-PAC** that they have received or will receive from their current provider of **Mobile Communications Service** at the same time that they enter into the contract.

## Obligation to ensure switching process is completed within one Working Day

C7.38 **Regulated Providers** must ensure that the **Porting Process** shall, unless the relevant **Mobile Switching Customer** agrees to defer the process, be completed within one **Working Day** from either:

- (a) **SIM Activation**, where the relevant **Mobile Switching Customer** has already submitted the **PAC** to the **Communications Provider** to whom the relevant **Mobile Switching Customer** wants to switch at the time when they entered into the contract; or
- (b) where **SIM Activation** has already taken place, submission of the **PAC** to the **Communications Provider** to whom the relevant **Mobile Switching Customer** wants to switch.

C7.39 **Regulated Providers** must ensure that the **Non-Porting Switching Process** shall, unless the relevant **Mobile Switching Customer** agrees to defer the process, be completed within one **Working Day** from either:

- (a) **SIM Activation**, where the relevant **Mobile Switching Customer** has already submitted the **N-PAC** to the **Communications Provider** to whom the relevant **Mobile Switching Customer** wants to switch at the time when they entered into the contract; or
- (b) where **SIM Activation** has already taken place, submission of the **N-PAC** to the **Communications Provider** to whom the relevant **Mobile Switching Customer** wants to switch.

## Obligation to advertise means by which PAC or N-PAC or Switching Information can be requested

C7.40 **Regulated Providers** must ensure that the three means by which a **Mobile Switching Customer** must be able to request and receive a **PAC** or **N-PAC** and/or (as applicable) **Switching Information**, as set out in **Condition C7.23**, are well publicised and readily available, including ensuring that they are all easily accessible on **Regulated Providers'** websites, with either:

- (a) a weblink being clearly visible on a **Regulated Provider's** primary webpage for all **Subscribers** (i.e. '1 click' access); or
- (b) a weblink being clearly visible on a webpage that is directly accessible from a primary webpage for all **Subscribers** (i.e. '2 click' access).

## Obligation to provide guidance on the switching process

C7.41 **Regulated Providers** must provide guidance for **Subscribers** on the **Porting Process** and **Non-Porting Switching Process** that is:

- (a) concise and easy to understand; and
- (b) only contains relevant information about the **Porting Process** and **Non-Porting Switching Process**.

C7.42 **Regulated Providers** must ensure that the guidance to be provided in accordance with **Condition C7.41** is well publicised and readily available on their websites.

## Obligation to provide compensation

C7.43 Where a **Regulated Provider**, delays the completion of the **Porting Process** or the **Non-Porting Switching Process** beyond the one **Working Day** time limit set out in **Condition C7.38** or **Condition C7.39**, or where there is an abuse of the **Porting Process** or the **Non-Porting Switching Process** by them or on their behalf, the **Regulated Provider**, shall provide reasonable compensation as soon as is reasonably practicable to the relevant **Mobile Switching Customer** for such failure.

C7.44 **Regulated Providers** shall set out in plain English and in an accessible manner for each relevant **Mobile Switching Customer** guidance on how they can access the compensation provided for in **Condition C7.43**, and how any compensation will be paid to them.