

Guidance for Providers of Voice Communication Services

Please note that this document is not intended to cover all General Conditions that are applicable to your organisation. Here we cover the additional conditions that apply to you as a 'Voice Communications Service' provider and/or a Number-based Interpersonal Communications' provider. You should read the full Ofcom General Conditions of Entitlement document yourself to ensure you are fully aware of all of your obligations.

Please note that this document incorporates changes that are to take effect in December 2021. Further updates have been agreed for June 2022 and December 2022, a summary of these can be found at the end of the document.

“Voice Communications Service means a service made available to the public for originating and receiving, directly or indirectly, national or national and international calls through a number or numbers in a national or international telephone numbering plan”

“Number-based Interpersonal Communications Service’ means an Interpersonal Communications Service made available to the public which: (a) connects with publicly assigned numbering resources, namely, a number or numbers in a national or international numbering plan; or (b) enables communication with a number or numbers in a national or international numbering plan”

GC A3 – Availability of services and access to emergency services

This condition aims to ensure the fullest possible availability of public communications services at all times, including in the event of a disaster or catastrophic network failure, and uninterrupted access to emergency organisations. It requires providers of call services to ensure that calls can be made to emergency organisations free of charge and to make callers location information available to emergency organisations where technically feasible. It also includes specific rules relating to providers of VoIP outbound call services which aim to ensure that users of those services are aware of any potential limitations on making calls to emergency organisations and that accurate and up-to-date caller location information can be provided to the emergency organisations where possible.

Magrathea are committed to providing our clients with access to a reliable and resilient network. We are constantly monitoring and improving our systems to ensure that we meet the requirements of the General Conditions.

Many of you will have already taken steps to ensure your network connectivity is resilient and reliable as you can. However, if you wish to discuss improvements to connectivity to Magrathea, please contact our support team. Options may include better peering links or a direct connection to the Magrathea network.

You may also wish to consider back up routes as well as PSTN fall-back from your incoming numbers.

PSTN fall-back works by setting a UK landline as the second target on each incoming number and in the event that the first target fails we will automatically place the call to the second target. Set up and call charges will apply.

We can also offer our SIP Resilience product, which allows you to nominate a number of IP addresses for our servers to send calls to, giving greater resilience and load balancing options. There is no additional cost for this product.

Magrathea can provide you with access to emergency services. Our API is used to submit location information for your users, which is in turn submitted to the Emergency Call Centre. Once activated, any call passed through your account for 999 and 112 will be completed regardless of the balance on your account.

Magrathea works closely with the NICC, BT and Ofcom to establish a more reliable means of providing location information for roaming VoIP services and will share information as other methods become available.

GC A4 – Emergency Planning

This condition requires all communication provider who provide voice communications services or a public electronic communications network over which their services are provided, to agree arrangements with emergency organisations and other public authorities to ensure the provision or rapid restoration of networks and services in the event of a disaster.

To fulfil your obligations under this condition you must have a detailed recovery plan for your network in the event of a major disaster. If you would like input from Magrathea to prepare this plan please get in touch with our support team.

GC B2 – Directory information

This condition requires all communications providers to whom telephone numbers are allocated to pass on the directory information of their subscribers to others to ensure that a comprehensive directory database can be compiled from which directory products and services can be provided. It also requires directories to be updated at least once a year and provided to subscribers on request.

Magrathea can submit simple directory data to the BT Wholesale DQ database (OSIS). Any special entries may be dealt with directly with BT Retail on 0800 833 4000.

If you do not wish to print and supply your own version of a directory, you can order individual copies from

<https://shop.bt.com/category/electronics,telephony/11036?q=directory> .

If you have a bulk order requirement, Magrathea may be able to facilitate so please contact us for a quote.

GC C1 – Contract Requirements

This condition aims to protect consumers and end-users by ensuring that contracts for a connection to a public electronic communications network or for public electronic communications services include minimum terms and information. It also sets out requirements about contract duration, contract renewal, end-of-contract notifications, annual best tariff information, facilitating changes of communications provider and end-users' rights to terminate a contract, which are designed to ensure that end users are treated fairly and able to switch to a different provider in appropriate cases.

This section of the General Conditions is extensive and complex and we urge each of clients to ensure they are aware of requirements relating to their individual circumstances. Among the additional requirements added in December 2021 are:

- Contract conditions must not act as a disincentive to switch;

- Commitment periods may not be longer than 24 months, unless a waiver is obtained;
- End of contract notifications and annual best tariff notifications are to be extended to bundled services;
- Mobile devices may not be locked to a particular network.

Ofcom have published guidance to help comply with GC1:

https://www.ofcom.org.uk/data/assets/pdf_file/0027/209538/annex-10-gc-contract-requirements.pdf

Requirements added in June 2022 are:

Contract Information & Contract Summary: PECS providing service to Consumers, Micro & Small Enterprise and Not-for-profit customers must provide contract information as set out in the Annex to C1, on a durable medium. They must also provide a Contract Summary and both documents form part of the contract between the two parties. These documents must be made available, on request and with no charge, in a suitable format for end-users with disabilities.

For specific Ofcom guidance relating to contract information and summary:

https://www.ofcom.org.uk/data/assets/pdf_file/0018/205416/eccc-annex-7-guidance.pdf

Contract Modifications: Providers must give at least one months' notice of any contract changes unless it is exclusively to the benefit of the customer, is purely administrative in nature with no negative impact or is required by law. This notice must be clear and provided on durable medium.

Right to exit: Upon notification of a contract modification the customer is to be informed of their right to terminate the contract – and any associated bundle contract - at no additional cost (other than service charges to the date of termination) if the proposed terms are not acceptable to them. The contract should terminate when the changes take effect and if that is not possible the original terms should be maintained until termination.

Price variation clauses are permitted where there is reasonable justification for them (e.g., to deal with international rate variations) but the terms must be prominent and transparent and cannot be said they were not agreed to by the customer (i.e. must meet the specific tests at §8.20 of the Statement implementing the EECC).

GC C2 – Information publication and transparency requirements

This condition aims to ensure the availability of adequate, up-to-date, comparable information for end-users on the prices, tariffs, terms and conditions of communications services, and any charges applicable on termination of their contract so as to enable end-users to compare easily the offers and services available in the market. In addition, it aims to ensure that pricing and charges relating to premium rate services, non-geographic numbers and personal numbers are clear. The condition also requires information to be made available to small and medium-sized business customers about the levels of service offered to them and the payment of compensation for certain failures in service quality, and requires the provision of information to third parties for the purposes of providing qualifying comparison tools.

The list of information required to meet this condition has been updated and must now also be published for all services and equipment sold as part of a bundle that includes an Internet Access Service or a Number-based Interpersonal Communications Service. Key things to note:

- Information published on websites must be clear, comprehensive and machine-readable and in a format that is accessible to disabled customers.
- Providers will be required to share the information with Ofcom prior to publication, on request.
- Providers will be required to make available, at no cost, certain information for comparison tools.

Check the updated list of information required:

https://www.ofcom.org.uk/data/assets/pdf_file/0016/209500/annex-3-revised-gc-eecc-17-dec-21.pdf

GC C3 – Billing requirements

This condition aims to ensure that customers of communications providers are not overcharged and that they receive the services they are charged and pay for, that they can adequately control how much they spend on the usage of voice call and data services and that they are treated fairly when they have not paid their bills.

Please note that communications providers that have a turnover in excess of £55 million in their most recent financial year will incur additional conditions and must be certain to read CG C3 for full details.

Magrathea are able to provide you with Call Details Records (CDRs) either on a daily or monthly basis.

Magrathea recommends that all of our clients review their contracts and published information to include details of how you will deal with non-payment issues.

GC C5 – Measures to meet the needs of vulnerable consumers and end-users with disabilities

This condition aims to ensure that communications providers give sufficient consideration to the particular needs of people with disabilities and people whose circumstances may make them vulnerable. It also aims to ensure that people with disabilities can obtain comparable access to public electronic communications services to that of non-disabled people and that their access to these services when they have a genuine need is protected.

In addition, the general obligations that apply to networks and providers there are some additional requirements on Number-based Interpersonal Communications Service providers. Any end-user of such a service who has a visual impairment or other disability must be able to access, free of charge, directory information and have access to a directory enquiry facility that is appropriate to their needs if they request it.

Emergency Video Relay: To make sure disabled people can easily contact emergency services, from 1st June, service providers must ensure British Sign Language users can communicate effectively via video call with a service approved by Ofcom. This service must be free of charge to the end user.

GC C6 – Calling line identification facilities

This condition requires communications providers to provide calling line identification facilities by default wherever technically feasible and economically viable, so that call recipients can identify the person calling them and choose whether or not to accept the call. To assist with the identification of callers and reduce the incidence of nuisance calls, all communications providers should ensure that any telephone number associated with a call at the network level and/or presented to a call recipient is a valid, dialable number which enables the calling party to be identified, so that the call recipient can make a return call to that person.

Magrathea allows you to pass one or more line identity values when you use our call termination service. These values will be passed out into the UK and international PSTN networks. Full details can be found in our LI Agreement document here:

<https://www.magrathea-telecom.co.uk/wp-content/uploads/2018/09/LI-Agreement-1.pdf>

Changes to be introduced in April 2023

Due to the complexities of introducing a new Switching process the requirements will not be introduced until April 2023. Some of the GC updates are still under consultation so are subject to change.

The update will apply to a much wider variety of provider types and therefore we advise all clients to familiarise themselves with the rules, Magrathea will circulate more detailed guidance as details are finalised.

Key points are:

- There should be continuity of service during the migration, and where that is not technically feasible any loss of service must not exceed one working day.
- The process must be gaining provider led.
- Number portability must be provided on reasonable terms and conditions to any switching customer who requests it.
- Number portability must be provided for a minimum of one month after the date service is terminated by the customer, unless expressly otherwise agreed on termination of service.
- No direct charges may be applied to the customer for number portability.
- Compensation is payable to switching customers when providers have failed to comply with the obligations as well as for any missed appointments. For residential customers the payment must be made within 30 days.
- Splitting of number blocks for portability must be allowed where technically possible.