

## 2014 SIA Contracts Review – First Meeting

**Date: 24<sup>th</sup> November 2014**

**Room C4.82 BT Centre**

**Start: 11:00am**

**Finish: 2:00pm**

<b>CP Attendees:</b>	<b>BT Attendees:</b>
Sera Wheble (SW) - Resilient	Jo Sandhawalía J(S)
Dave Sowerby (DS) – 24 Seven Communications	Neil Handy (NH)
Laurent Paríat (LP) – Vodafone	Terry McCarthy(TM)
Karyn Palmer (KP) – Vodafone	Tony Fitzakerly (TF)
Michelle Coco (MC) – Vodafone	Fondette D’Cruz (FD) – via phone
Helen Edwards (HE) – Vodafone	Helen Parker (HP) – via phone
Carla Raffinetti (CR) – Three	
Catherine Clarke (CC) – Three	
Will Gibson (WG) – EE	
Michael Joseph (MJ) – EE	
Kim Hilton-Cowie (KHC) – EE – via phone	
Sandra Reid (SR) – Virgin Media	
Paul Turner (PT) – Core Telecom	
Joe Kelly (JK) – Gamma – via phone	
Dave Harper (DH) – Telecom 2 – via phone	
Alan Partington (AP) – Telecom 2 – via phone	

**TMc** welcomed attendees and positioned the purpose of this initial 2014 SIA Review meeting was to explore the issues, ensure they were fully understood and to plan the next steps.

BT asked if there were any objections to the meeting being recorded to aid the production of meeting minutes. No objections.

Introductions were made by all present and those who joined via phone.

A copy of the consolidated issues list was made available to the attendees.

**TMc** informed industry that Vodafone had requested 2 additional items be added to the Industry issues list.

1. A review of CPL notes to verify that Contractual principles set out in the CPL have been incorporated into the SIA and Annexes, Service Schedules or relevant Price letters or Supplemental’s. In addition removal of obsolete notes and references.
2. A review of Annex E in its entirety.

**TMc** sought agreement with industry for these items to be added to the existing list. No objections received.

**Point 1** - Review of CPL notes to verify that Contractual principles set out in the CPL have been incorporated into the SIA and Annexes, Service Schedules or relevant Price letters or Supplemental’s. In addition removal of obsolete notes and references.

**TMc** queried if the entire CPL required reviewing or just sections of the CPL. This was discussed.

**LP** stated that the whole of the CPL required reviewing, in particular, sections B1, B2 and B3, CPL notes needed updating and he also suggested that some of the notes be added to the contract itself either in the service schedule or in the main body of the contract rather than a note in the CPL file.

**Point 2** - Review of Annex E in its entirety to ensure CP compliance.

**TMc** stated that the AIT process had been reviewed and revised a few years ago with agreement from Ofcom and questioned if this request is asking that the whole process be reviewed again.

**HE** said that in Vodafone's opinion there are a lot of process issues that need ironing out at industry level.

**TMc** asked industry if they had any objections to the AIT process being reviewed. No objections received.

**TMc** confirmed the 2 additional requests received by Vodafone will be added to the issues list and will be picked up and discussed where relevant in the existing issues list.

**AP1** BT to add the additional Vodafone items to the existing issues list where they best fit.

### **CP ISSUES & DISCUSSIONS:**

**Issue No: CP1 - EE**

**Issue Name: Charges for BT services**

**Para No: para 12 Main Body; Cross Ref: para 13 Main Body; para 26 Main Body**

**KHC** stated the summary of the issue is that EE has always considered para 12 of the SIA to be unfair and unreasonable in BT's favour but in particular EE considers the position has materially worsened as a result of the Supreme Court judgment in *BT v Telefónica O2 UK Ltd* [2014] UKSC 42 issued on 9 July 2014 for 08 numbers. EE requests the clause to be urgently amended to adjust the unreasonableness and EE wanted to Review the process and identify potential ways to adjust the problem that will hopefully be acceptable to industry.

**TMc** clarified if the issue relates to a rewrite of the whole of para 12 or are there specific areas within para 12 that EE would want to draw industry's attention to.

**KHC** advised, that there are some specific areas in para 12 that need considering and are not entirely different to the suggestions that Three has raised in CP issue 2 so that there would be an ability for operators to object, to propose variations to charges by BT. In the event of such objection at least in relation to the objecting operator the proposal would be, that the charge would not take effect, notwithstanding that there may at least on EE's construction be some preparedness to pay BT in the meantime, but that would not prejudice the way in which OfCom looked at the dispute and resolved the disputes.

**TMc** asked industry if they had any comments. He also stated that CP issues 1 and 2 are similar and there is an overlap of the issues.

**CR** from Three stated that Three has a similar objection to EE and also propose to build in a mechanism, whereby operators can object to changes that BT proposes.

**KHC** stated EE will propose a draft of the amended clause to industry for review and discussion prior to the next meeting.

**TMc** stated CP issue 1 and CP issue 2 can be kept as separate items however as they are very closely aligned would EE and Three work together to propose the draft clause to industry.

**AP2** – EE and Three to work together and propose draft para 12 text to industry for discussion at the next meeting.

**Issue No: CP2 - Three**

**Issue Name: BT's right to vary BT services unilaterally**

**Para No: Para 12.2, 12.3 Main Body**

This issue has been covered in the general proposal/discussion on Issue CP1.

**Issue No: CP3 - Gamma**

**Issue Name: Variations**

**Para No: Main Body, 30.1.1**

**JK** from Gamma read through the issue which reads, does a Managing Director (MD) for Wholesale Markets still exist?

**JK** advised that a lot of the issues raised by Gamma are as it reads. He stated the changes proposed by Gamma, are more to do with changes to documentations such as Annex D etc.

**TMc** stated this issue can be cleared fairly quickly and confirmed yes that BT does have a Managing Director for BT Wholesale Markets.

**Issue No: CP4 - Gamma**

**Issue Name: Variations**

**Para No: Main Body, 30.1.2**

**TMc** went through the issue which reads, needs to be tweaked to allow the Operator's Director etc. to delegate authority.

**JK** advised this is a specific issue and queried if the para should state a named person as part of the devolved authority from the Director or Operations Director level.

**TMc** stated he has been granted devolved authority from the business for him to sign voice contracts.

**JK** said that Peter Farmer would like this clarified in the wording of the Main Body para 30.1.2.

**TMc** stated this can be clarified in the wording and asked if Gamma would propose draft text for agreement.

**AP3** - Gamma to provide draft text to the main body para 30.1.2

**Issue No: CP5 - Gamma**

**Issue Name: Notices**

**Para No: Main Body 28.1 / 28.1.2 / 28.1.3 / 28.2.2**

**TMc** went through the issue which states that faxes be consigned to the dustbin.

**JK** stated that Gamma are trying to clarify if industry still use fax as an option. He stated that Gamma have removed the use of fax as an option from contracts they have with their direct customers.

**KHC** stated that EE would support this.

**TMc** stated that he does not envisage industry would have any objections if reference to fax is replaced by email in the contract and asked industry if they had any objections. No objections received.

**HP** from BT stated she agrees with the principal entirely but there is fax to email as an option and so perhaps the text should mention email including fax to email.

**AP4** – BT (HP, TMc, NH) to Review the wording in the main body para's 28.1 / 28.1.2 / 28.1.3 / 28.2.2 and propose draft text to industry at the next meeting.

**Issue No: CP6 - Gamma**

**Issue Name: Microduration Calls**

**Para No: Various**

**TMc** went through the issue which states a review is required of the rounding methodology (Annex B) and billing methodology to mitigate the risk of fraudulent micro-duration calls terminating to UK numbers without jeopardising legitimate services e.g. televoting. An alternative methodology would be to include it as an AIT case.

**JK** stated this issue is as exactly as it reads and needs to be discussed in depth at the next meeting.

**AP** said Microduration calls are already AIT and have been for years.

**JS** stated that when a call to the answer signal does not have time to get back, it is called a hyper short duration call rather than a micro duration call. **AP** said any short duration call can be AIT. A short debate took place around what are micro duration and / or hyper short duration calls. **TMc** stated in BT's opinion hyper micro duration calls are where the signal does not get a chance to go back to the originating calling party.

**HE** said this issue should be included in the review of the AIT process and industry needs to consider hyper / micro duration calls in more detail as part of that review.

**TMc** suggested that this issue be included in the Annex E Review proposed by Vodafone. Further discussion was had surrounding whether the issue was around the AIT process or any call pattern that could be AIT. **TMc** stated that a separate Review of the Annex E process could be required, if this was to go ahead substantial work is required and BT and industry members who will participate in the Review of the Annex E can report back to the main 2014 SIA Contract Review.

**TMc** requested that Gamma expand on what is required prior to the next meeting to ensure industry are clear as to what is meant by the review of the rounding methodology and also what Gamma is proposing.

**KHC** stated EE's only issue is that depending on how this issue is dealt with, the outcome of this can either be confined to the Annex E or it might have broader repercussions and impact how short calls are rounded and this could have a 'knock on effect' to the way in which other services are affected which would need to be considered.

**AP5** – Gamma to provide more detail on Microduration and what is required prior to the next meeting.

**Issue No: CP7 - Gamma**

**Issue Name: Back Billing**

**Para No: Various, notably Annex B**

**TMc** read the issue, where parties to the contract should be limited to raising invoices for unbilled services to just 12 months.

**JK** stated that some statutory rights allow parties to go back 6 or 7 years to back bill and Gamma would like to limit this to be 12 months for any billing dispute albeit incorrect billing, etc.

**TMc** stated Gamma will need to comment on this at the next meeting and also stated that if agreement is reached on this issue it would need to be covered under Annex B and will be reciprocal arrangement.

**AP6** – Gamma to provide more detail on this back billing point at the next meeting.

**Issue No: CP8 - Gamma**

**Issue Name: Withhold**

**Para No: Annex B, Para 5**

**TMc** read through the issue which reads, this should be struck; an error is an error and 5% can be a material amount. The offended party should be able to withhold any amount that is subject to a dispute to ensure their position is not prejudiced.

**TMc** stated that any agreement on this issue would be reciprocal.

**TMc** confirmed that in the current Annex B it is either 5% of Invoice value or over £250k whichever is appropriate if there is a billing dispute.

**TMc** clarified the issue raised by Gamma querying if it is either £250k or 0% can any error can be withheld.

**JK** said it needs to be fair and reasonable and further discussion was held.

**TMc** asked industry if they had any thoughts.

**AP** said most TCP's will have a very strong objection to this as the billing dispute may be proven to be unfounded by the TCP or billing party.

**HE** suggested that the ceiling of £250k limit is too high and a value that is less would be more appropriate, for example £50k as a limit. **TMc** commented if the opportunity was zero so no limit, this could give the opportunity for cash management. Discussion was had surrounding what the threshold could be.

**TMc** questioned how this issue could be moved forward to get to an agreeable amount. He asked AP from Telecom2 if they agreed in principal to the 5% being lowered. **DH** stated this would not be agreeable to Telecom2 and will explain in more detail in CP issue 9 he stated the figures have been stipulated for many years and are there at that level for a reason.

**TMc** suggested that more information is required from Gamma by the next meeting and could Peter Farmer have a bit more details as to why Gamma believe that 5% should be scrapped and offer a suggestion of a lower percentage and also a lower sum rather than the £250k.

**AP7** – Gamma to provide more detail on the reasons for the removal of 5% and £250k or if less provide full explanation as to the decision.

### **Issue No: CP9 – Telecom 2**

#### **Issue Name: Billing Disputes**

**Para No: Para 6 Annex B; Cross Ref: para 1.1 Annexe E "AIT Call Data"; Para 1.1 Annexe E "A1 Retention Notice" (a)**

**DH** went through the issues which states whilst there is a contractual obligation to supply "all details reasonably necessary to substantiate its claim, which details shall be reasonably capable of being verified by the other Party", billing disputes for significant amounts of money are being raised supported at best by only summary data and often with no supporting information at all. Requests for CDR data have been met initially with refusal but in those cases where data has eventually been provided, usually after several months, the fault has been shown to be with the reconciliation, not the invoices. While the clause is fair and reasonable it needs to be more prescriptive in terms of supporting data provided with billing disputes.

A good model would be based on the requirements of Annexe E, possibly with additional financial information.

Point 1 - all details reasonably necessary to substantiate its claim:

**DH** referred to a historic issue where Telecom 2 had issues with CSV files breaking down digits. When a terminating network bills BT for example, they send the invoice plus a CSV file breaking down the calls, minutes and revenues day/evening and weekend by number for the first seven digits. When an Annex B is raised the supporting data provided by BT does not go to a level to allow Telecom2 to identify the number range and customer.

**DH** stated that Telecom2 unfortunately have had three or four billing disputes raised by BT historically, some over £100k, to retain money on the five ten rule a couple of days before the payment was due to Telecom2 and when Telecom2 had gone through the information it transpired that BT did not have all the information from the CDR's.

**DH** stated this has happened three or four times in the past 3 years. He said the other issue is that BT is sending these out annually, rather than in the month when the issue arose and so you have information which is nine, ten, eleven months old that you have no chance of recovering as BT are trying to claim back money, despite incorrect figures in their reconciliation.

**TMc** stated these are Telecom2 POLO specific cases and whilst the issue regarding Annex B supporting data is understood this is not the forum to discuss Telecom2 specific POLO disputes. **AP** stated other CP's have the same issue. **AP** stated that BT is refusing to provide POLO supporting data for disputes. Further discussion was had surrounding this.

**TMc** stated this is the 2014 SIA Contract Review Forum and the issue is requesting reciprocal rights under para 6 of Annex B and what Telecom2 are suggesting is, that the issue that Telecom2 have is not having enough supporting data when an Annex B is raised. **AP** agreed.

**TMc** clarified if Telecom2 require CDR data on every billing dispute that BT raises. **AP** and **DH** stated that where the data has been requested, BT should provide this.

**TMc** sought industry views on whether there is sufficient data provided by BT on billing disputes, regardless of the allegations made against reconciliation information provided by BT. Discussion was had surrounding whether CDR's should be provided for every dispute.

**TMc** stated BT will consider this; however as an alternative is there something in between that can provide enough information and what that might look like.

Point 2 – A good model would be based on the requirements of Annexe E, possibly with additional financial information

**TMc** queried what were Telecom2 are suggesting.

**AP** stated in Annex E it states what data is required and this should also be reflected in Annex B as it's too open at the moment.

**TMc** requested Telecom2 update industry with a view of what they are proposing for discussion at the next meeting.

**AP8** – Telecom2 (AP & DH) to consider the alternative to CDR's that would provide the relevant information required as a minimum for billing disputes and propose their views to industry prior to the next meeting.

**AP9** – BT to enquire internally and feedback to industry at the next meeting if a greater level of detail can be provided for billing disputes.

### **Issue No: CP10 – Telecom 2**

#### **Issue Name: Billing Disputes**

**Para No: Para 6 Annex B; Cross Ref: Para 5 Annex E**

**DH** went through the issue stating that Billing disputes are taking too long to resolve. The amounts of money involved are often significant and the resulting uncertainty is causing problems, more so when a dispute is in progress over a company year-end. Telecom2 are proposing a time defined billing process which is similar to the existing AIT process.

The concept of introducing a process for billing disputes similar to the AIT process was discussed. This issue has been covered in the general proposal/discussion on Issue CP9.

**AP10** – Telecom2 (AP & DH) to draft a strawman process for Billing disputes which replicates the Annex E process to circulate to industry for comments prior to the next meeting.

**Issue No: CP11 - Gamma**

**Issue Name: Payphones**

**Para No: Schedule 141, 311, 517**

**TMc** read through the issue that payphones were consigned to the dustbin – this would require Ofcom consultation regarding the conditions imposed on BT.

Industry debated as to whether this should remain as part of the 2014 SIA Contracts Review or should be redirected directly to OfCom for consultation. It was agreed by industry that this issue be removed from the 2014 SIA Contracts Review and be directed to OfCom.

**TMc** confirmed this issue is being removed from the 2014 SIA Contracts Review and will leave with Gamma to consult OfCom.

**NOTE: CP ISSUES 12, 13 & 14 WERE DISCUSSED TOGETHER.**

**Issue No: CP12 - Gamma**

**Issue Name: PRS**

**Para No: Annex D**

**TMc** read through the issue which states the definition for PRS is ropey – it has a statutory definition.

**JS** stated this is being discussed as part of the Non Geographic Call Services (NGCS) Review and the definition for PRS (Premium Rate Services) will be updated.

**TMc** confirmed with **JK** if this can be removed from the issues list. **JK** agreed. The same applies to issue 13 and 14 below.

**Issue No: CP13 - Gamma**

**Issue Name: Range**

**Para No: Annex D**

**TMc** read through the issue which states that the Annex D needs updating to accommodate 100 number blocks. Associated definition needed for G digit.

This issue has been covered in the general proposal/discussion on Issue CP12.

**Issue No: CP14 - Gamma**

**Issue Name: NTS**

**Para No: Annex D**

**TMc** read through the issue which states that NGCS is now in Industry common usage and SIA should reflect that.

This issue has been covered in the general proposal/discussion on Issue CP12.



**Issue No: CP15 - Gamma**

**Issue Name: Mobile Call**

**Para No: Annex D**

**TMc** read through the issue which states this is not a great definition; it should be a call to a number designated as Mobile Services in the NTNP and nothing more?

No one from industry disagreed with this statement. **JK** stated this would be updated as a matter of course as part of the Annex D updated under the 2014 SIA Contract Review.

No objections received from industry.

**Issue No: CP16 - Gamma**

**Issue Name: Associated Company / Subsidiary Company / Holding Company**

**Para No: Annex D**

**TMc** read through the issue which states the Annex D Associated Company / Subsidiary Company / Holding Company needs updating to Companies Act 2006.

**TMc** stated this will need to be checked to ensure it is the latest companies act and update.

**AP11** – BT to check if the text in Annex D referring to Associated Company / Subsidiary Company / Holding Company refers to the latest Companies Act or requires updating to the latest Companies Act.

**Issue No: CP17 - Gamma**

**Issue Name: Invoice Date**

**Para No: Annex D**

**TMc** read through the issue which states do BT still despatch invoices? Or is the definition now "available to download"?

**TMc** stated BT offers invoices available to download, although there are some invoices that are posted as some customers have chosen this option.

**LP** stated even if the invoice is available to download or is posted, does it make a difference as it is the date of the invoice that matters. He suggested that perhaps Gamma provide a draft for industry consideration.

**TMc** proposed that Gamma provide draft text on the definition of Invoice Data for Annex D.

**AP12** –Gamma to provide suggested text as to the definition of Invoice Data for Annex D.

**Issue No: CP18 - Gamma**

**Issue Name: BT**

**Para No: Annex D**

**TMc** read through the issue which states that the definition for BT should include company number and registered address and jurisdiction.

**LP** stated that this should already be covered in the main body of the agreement. **TMc** confirmed this is in the main body of the agreement.

**HP** stated BT is in the definition and the main body of the agreement states British Telecommunications plc, registered company number and address and this refers back to the definition for BT in Annex D.

**CR** proposed BT to review and consider whether Annex D required updating. **TMc** stated BT will review and consider if the Annex D requires updating.

**AP13** – BT to review and consider if the definition for BT should include company number and registered address and jurisdiction in Annex D and will update industry at the next meeting.

### **Issue No: CP19 - Gamma**

#### **Issue Name: Confidential Information**

#### **Para No: Annex D**

**TMc** read through the issue which states that Confidential Information should be clear that this is without prejudice to GC1.2.

**AP14** – BT to review GC1.2 and the definition of Confidential Information in Annex D to see if it requires elaborating.

**AP15** –Gamma to propose suggested changes for Review and consideration with industry at the next meeting.

### **Issue No: CP20 - Gamma**

#### **Issue Name: Data Management Amendment**

#### **Para No: Annex D**

**TMc** read through the issue which states Data Management Amendment forms should also refer to its more common used term "DMA"

**TMc** stated BT is agreeable to this proposal.

**AP16** – BT to update Annex D with the common used term DMA.

### **Issue No: CP21 - Gamma**

#### **Issue Name: In-span interconnect**

#### **Para No: Annex D**

**TMc** read through the issue which states In-span interconnect should also refer to its more common used term "ISI" – as also used later in Annex D without definition.

**TMc** stated BT is agreeable to this proposal.

**AP17** – BT to update Annex D with the common used term ISI.

**Issue No: CP22 - Gamma**

**Issue Name: Public Electronic Communications Network**

**Para No: Annex D**

**TMc** read through the issue which states Public Electronic Communications Network is no longer defined in the GCs, should refer to the Act or just Public Communications Network or other GC term.

**TMc** stated BT is agreeable to this proposal.

**AP18** – BT to update Annex D with the Act or just Public Communications Network or an alternative GC term.

**Issue No: CP23 - Gamma**

**Issue Name: Technical Master Plan**

**Para No: Annex D**

**TMc** read through the issue which states does the Technical Master Plan still exist in the form envisaged?

**NH** advised Gamma speak to the BT Technical Account Manager and yes the Technical Master Plan does exist.

**TMc** proposed this issue be removed from the 2014 SIA Contract Review. No objections received.

**NOTE: CP ISSUES 24 & 25 WERE DISCUSSED TOGETHER.**

**Issue No: CP24 - EE**

**Issue Name: AIT rejection**

**Para No: Annex E, Section 7**

EE would like to amend Annex E in order that technical disputes over volume of CDRs, or rates applied to retentions should not be considered as a justifiable reason to reject an AIT claim.

**TMc** advised issue 24 and issue 25 would be encompassed in the new Vodafone suggestion raised at the start of the meeting.

**Vodafone issue - Point 2** which reads as follows;

Review the Annex E in its entirety.

**LP** stated the AIT process can always be improved; the contract can be made clearer and that there is an opportunity to have a review of the Annex E. He also stated that by conducting a review of the Annex E all AIT issues can be included and discussed as part of the review and is separate to the 2014 SIA Contract Review.

**TMc** stated for clarification it is the Annex E process and how it works and the supporting data behind that is what is going to be being reviewed. Industry is not seeking to change the definitions of AIT or constrain those in any way shape or form. He stated we have to be mindful that AIT exists and it evolves and we need to be careful of how it is contractually represented. He also stated it is a review of

the process and how the process works and is applied and the learning and best practices following on from the last AIT Review.

**TMc** asked industry if they had any suggestion on how best to approach the AIT Review, who needs to be involved from industry and queried what the next steps are to move this forward.

**CR** stated that as Three and EE have issues around this they would need to be involved. Vodafone and O2 were also offered as suggestions.

**AP** from Telecom2 requested to be involved.

Discussion was had surrounding who from industry would need to be involved in the AIT Review.

**TMc** suggested BT would be happy to send an Industry briefing informing that an AIT Review will be taking place and seek attendance from industry. He asked industry if this was a reasonable way forward. Industry agreed and suggested BT includes listed Industry AIT contacts in that briefing to ensure those who operate within the Annex E process have an opportunity to attend and feedback on improvements based upon their experience.

**AP** from Telecom2 offered to run the AIT Review on behalf of industry. Further discussion was had surrounding who should lead the AIT Review and it was suggested by industry that there be no lead at the initial meeting with a view to seeking a lead at the AIT Review meeting but nominations from interested parties to lead this review would be welcomed.

**TMc** stated that any changes to the process for AIT will need to be flowed through to BT IP Exchange Schedule 5 (IPX equivalent AIT schedule) and that BT will be happy to facilitate the initial AIT review meeting.

**TMc** suggested that the initial AIT Review meeting should ideally (and if possible) take place mid-December in order to scope requirements and move this forward as it would be appropriate that there is an update on the AIT Review at the next 2014 SIA Contracts Review meeting, which will be organised for January 2015.

**AP19** – BT to send Industry Briefing and organise an initial scoping AIT Review meeting for mid-December.

**Issue No: CP25 - EE**

**Issue Name: AIT rejection**

**Para No: Annex E, Section 7**

EE would like to amend Annex E in order that where an organisation has multiple TNOs under its control, then the TNO/organisation should use reasonable endeavours to ensure any notice reaches the correct party within the organisation.

This issue has been covered in the general proposal/discussion on Issue CP24.

**Vodafone issue (will be Issue No: 26 going forward) - Point 1** which reads as follows;

**Point 1** - Review of CPL notes to verify that Contractual principles set out in the CPL have been incorporated into the SIA and Annexes, Service Schedules or relevant Price letters or Supplemental's. In addition removal of obsolete notes and references.

**TMc** went through the issues proposed by Vodafone, he queried if Vodafone will review the CPL and feedback to industry their views on what is required/needs to change etc.

**LP** stated there is no change control for the notes in the CPL, as things can appear and disappear and does not think it is ideal to detail too much text in the CPL but rather incorporate this in the schedule or contract.

**TMc** suggested this is more in line with the house keeping of the CPL as it's the removal of redundant notes and out of date references and questions whether this should be this part of the 2014 SIA Contract Review.

**LP** said on occasions there are things in the CPL that should ideally appear in the contract and at the moment it is not covered anywhere in the reference offer, for example, CPL section B1.02 and B1.12 which cover 0808 services and transit, there is a principal there that retrospection of charges never goes back for more than 1 month and this is a key charging principal that is not covered elsewhere. **LP** said this is significant in terms of understanding the charging in billing and the note in the CPL would appear tomorrow but could disappear later in the week. **LP** queried if the CPL was the correct place to detail such information or should this be detailed elsewhere.

**TMc** proposed that prior to the next meeting it would be useful to understand if this issue is in scope of the 2014 SIA Contract Review meetings or general housekeeping and suggested Vodafone to review the CPL and feedback their views to BT.

**AP20** – Vodafone to have an initial trawl through the CPL and feedback their list of issues to BT on what is required and what needs to change.

### **BT ISSUES & DISCUSSIONS:**

**Issue No: BT1**

**Issue Name: Schedule 220**

**NH** advised that schedule 220 Text Direct has been updated referencing next generation text, including what next generating text is and stands for, the inclusion of performance and an approval criteria and a general tidy up of the schedule.

**NH** said he will circulate the tracked change version of the schedule to industry and would like industry to review and feedback that this is in line with OfCom's requirements.

**AP21** – BT (NH) to circulate tracked changes version of schedule 220 to industry for review and agreement at the next meeting.

**AOB**

**AP22** – BT (FD) to organise the next meeting for mid to late January 2015.

Meeting closed.

## 2014 SIA Contracts Review

### **ACTION POINTS: Meeting 1**

<b>ACTION POINT REF</b>	<b>CP ISSUE No</b>	<b>ACTION</b>	<b>OWNER</b>
AP 1	Point 2	BT to add the additional Vodafone items to the existing issues list where they best fit.	BT - FD
AP 2	CP Issue 1	EE and Three to work together and propose draft para 12 text to industry for discussion at the next meeting.	EE – KHC, WG & Three CR, CC
AP 3	CP Issue 4	Gamma to provide draft text to the main body para 30.1.2	Gamma - PF
AP 4	CP Issue 5	BT to Review the wording in the main body para's 28.1 / 28.1.2 / 28.1.3 / 28.2.2 and propose draft text to industry at the next meeting.	BT - HP, TMc & NH
AP 5	CP Issue 6	Gamma to provide more detail on Microduration and what is required prior to the next meeting.	Gamma - PF
AP 6	CP Issue 7	Gamma to provide more detail on this back billing point at the next meeting	Gamma - PF
AP 7	CP Issue 8	Gamma to provide more detail on the reasons for the removal of 5% and £250k or if less provide full explanation as to the decision.	Gamma - PF
AP 8	CP Issue 9	Telecom2 to consider the alternative to CDR's that would provide the relevant information required as a minimum for billing disputes and propose their views to industry prior to the next meeting.	Telecom - AP, DH
AP 9	CP Issue 9	BT to enquire internally and feedback to industry at the next meeting if a greater level of detail can be provided for billing disputes.	BT – TMc, NH
AP 10	CP Issue 10	Telecom2 to draft a strawman process for Billing disputes which replicates the Annex E process to circulate to industry for comments prior to the next meeting.	Telecom - AP, DH
AP 11	CP Issue 16	BT to check if the text in Annex D referring to Associated Company / Subsidiary Company / Holding Company refers to the latest Companies Act or requires updating to the latest Companies Act.	BT – TMc, NH
AP 12	CP Issue 17	Gamma to provide suggested text as to the definition of Invoice Data for Annex D.	Gamma - PF
AP 13	CP Issue 18	BT to review and consider if the definition for BT should include company number and registered address and jurisdiction in Annex D and will update industry at the next meeting.	BT – TMc, NH
AP 14	CP Issue 19	BT to review GC1.2 and the definition of Confidential Information in Annex D to see if it requires elaborating.	BT - HP
AP 15	CP Issue 19	Gamma to propose suggested changes for Review and consideration with industry at the next meeting.	Gamma - PF
AP 16	CP Issue 20	BT to update Annex D with the common used term DMA.	BT – TMc, NH
AP 17	CP Issue 21	BT to update Annex D with the common used term ISI.	BT – TMc, NH
AP 18	CP Issue 22	BT to update Annex D with the Act or just Public Communications Network or an alternative GC term.	BT – TMc, NH

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AP 19	CP Issue 24	BT to send Industry Briefing and organise an initial scoping AIT Review meeting for mid-December.	BT – TMc, NH
AP 20	CP Issue 25	Vodafone to have an initial trawl through the CPL and feedback their list of issues to BT on what is required and what needs to change.	Vodafone - HE, LP
AP 21	BT Issue 1	BT to circulate tracked changes version of schedule 220 to industry for review and agreement at the next meeting.	BT - NH
AP 22	AOB	BT to organise the next meeting for mid to late January 2015	BT - FD