Customer Transfer Preference Policy

Slamming – What does it mean to your business?

The practice of 'slamming' is an extreme form of miss-selling when your telephone or broadband services are switched - or attempted to be switched - without your knowledge or consent.

Often, the first you may know about it is when you receive a bill from a new company out of the blue, or in extreme circumstances when you lose service.

Slamming is unacceptable and Ofcom has introduced tough rules to clamp down on this problem.

How can we protect you from 'slamming'?

Broadgate is committed to protecting the interests of its customers and operates within the regulations applied by Ofcom's General Conditions of Entitlement.

As a Communications Provider (CP) we are permitted to use what is called the 'Cancel Other' process in an effort to prevent slamming.

Before using the 'Cancel Other' process we will take reasonable steps to establish that Slamming and/or Failure to Cancel has actually taken place.

Definitions

a) **"Cancel Other"** means the industry term for a functionality that enables the Losing Communications Provider to cancel wholesale orders (during the Transfer Period) placed by the Gaining Communications Provider which can only be used in the circumstances set out in Ofcom's General Condition 22.
b) **"CPS"** means Carrier Pre-Selection, a facility which allows a customer of a Publicly Available Telephone Service to select a provider designated in advance to apply on every occasion where no other providers have been pre-selected for the use of a telephone number;
c) **"Gaining Communications Provider"** means the Communications Provider to whom the customer is transferring;
d) **"LLU"** means Local Loop Unbundling, the process by which a dominant provider's local loops are physically disconnected from its network and connected to a competing provider's network.
e) **"Losing Communications Provider"** means the Communications Provider from whom the customer is transferring;
f) **"Slamming"** means where a request for CPS, WLR and/or LLU has been made without the Customer's express knowledge and/or consent; that is in the following circumstances:

(i) where the Customer has never been contacted by the Gaining Communications Provider;
(ii) where the Customer has been contacted by the Gaining Communications Provider, but has not given the Gaining Communications Provider authorisation to transfer some or all of their telephone calls and/or line rental to the Gaining Communications Provider;
(iii) where the Customer has agreed to purchase a product or service from the Gaining Communications Provider and the Gaining Communications Provider has submitted a request for a different product or service which the Customer has not agreed to purchase; or
(iv) where the Customer has agreed to transfer some or all of their telephone calls and/or line rental to the Gaining Communications Provider having understood, as a result of a deliberate attempt by the Gaining Communications Provider to mislead, that they are making an agreement with a different Communications Provider;

g) **"WLR"** means Wholesale Line Rental, a facility which BT provides other CPs with the ability to offer monthly line rental and associated services (such as fault repair) on the BT line.