



Policy Paper

Cable Europe comments on BEREC input on the contract summary template

This document supplements Cable Europe's position paper of May 2019 on the contract summary template by addressing different issues raised by BEREC in their "input for the contract summary template" of May 30, 2019 (BOR (19) 81). We attach to this document, **as an example**, Vodafone's draft contract summary sheet for Vodafone UK's Pay As You Go. This is just an example of what a contract summary sheet could look like, taking into account the requirements of article 102 of the EECC¹. Nevertheless, we'd like to emphasise that the guidelines should not be overly prescriptive in relation to the look and feel of contract summary sheets.

As mentioned in our previous paper, it is in our members' interests to deliver an outstanding customer experience. It is important that consumers are well informed before deciding to enter into a contract. The contract summary sheet, in addition to empowering consumers to make properly informed decisions, should also allow providers to provide key information on their products and services in a way which consumers find meaningful and engaging. Our comments below seek to reflect these requirements.

MINIMUM INFORMATION REQUIREMENTS (ARTICLE 102 §3 of the EECC)

We agree with BEREC's recommendation that the contract summary sheet should not include very detailed information and that not all information requirements listed in Annex VIII B of the European Electronic Communications Code (EECC) should go into the template. We also agree that limiting the template to the essential terms of article 102 §3 of the EECC will ensure that consumers easily understand operators' offerings. However, in practice, BEREC's specific recommendations amount to including very detailed information in the template which would go counter the main objective of such a tool.

The main difficulty of article 102 of the EECC lies in deciding which elements should be considered "main elements of the information requirements" for the purposes of

¹ Vodafone UK's draft contract summary sheet was prepared in a short timeframe, for illustrative purposes only, and is non-binding on Vodafone and its customers. The sheet is subject to further changes, once the Commission has issued its final guidelines.



specifying a template. The table below sets out Cable Europe’s position based on BEREC’s recommendations.

Table 1 - Main elements of the information requirements listed in article 102 §3 of the EEC

The name, address and contact information of the provider and, if different, the contact information for any complaint (article 102§ 3a)	
BEREC	Cable Europe
<p>Indication of the name, the address, and logo to enable end-users to immediately recognize the provider.</p> <p>Commercial name of the offer and the telephone number (of the provider’s customer support) and/or other methods of contact available.</p>	<p>As customers are more familiar with brand names than with the company name of a provider, we consider that the trader’s brand identity should be included. However, the brand identity should only be sufficient if it is undisputable which registered name is behind the trader’s brand identity.</p> <p>We agree with BEREC that the name of the commercial offer and the contact details for customer support should be included in the template. We welcome BEREC’s support for the ability for providers to personalise their contract summary sheets with their logos but consider that brand personalisation shouldn’t be limited to the provider’s logo (See Table 2 below for further details on this point).</p>
The main characteristics of each service provided (article 102§ 3b)	
BEREC	Cable Europe
<p>Types of services e.g. fixed voice telephony, mobile voice telephony, mobile internet access, fixed internet access, pay TV services, add-ons such as calling line identification or answering systems, and whether roaming is included or not.</p>	<p>We agree that the template should include the types of services. However, we do not agree with the inclusion of ancillary add-on services as it is not possible to include the details of all these services which, by definition, do not form an essential element of the contract.</p> <p>Also, free services that top up an offering, for example, free email accounts, should not be considered as “main characteristics” of a service.</p>
<p>The volumes included in the price per billing period e.g. GB, minutes, messages (SMS)</p>	<p>We agree that the template should include tariff volumes (MB/GB, minutes, SMS), but contrary to BEREC, we do not see the need to include:</p>



<p>and MMS if separate), including RLAH, Roaming for non-EEA destinations and FUP, along with the actual price and billing period applicable and a hyperlink to the information on additional prices and communications units.</p>	<ul style="list-style-type: none"> • RLAH unless it is not offered by the provider (i.e. domestic only plans). Most consumers are now aware that they can use their data in the rest of EU. They also receive text messages when travelling across the EU to confirm the relevant tariffs that apply. • Roaming for non-EEA • Out-of-bundle charges (such as calls to non-EU destinations or premium services) as there are a wide range of prices for these services and it would be impossible (particularly given the lengthy requirements) to include them. Consumers can be directed to this information through hyperlinks in the template.
<p>The minimum and the normally available download speed (for fixed broadband) and the estimated maximum - download speed (mobile broadband)</p>	<p>Cable Europe partially agrees with BEREC's recommendations. We consider that the template should only include maximum and advertised download/upload speeds in Mb/s or Gb/s (both for fixed and mobile) broadband. Maximum/advertised broadband speeds often define what offerings (tariff schemes) consumers buy (e.g. "Internet 100 Mb/s") and are the reference information for consumers in advertising materials.</p> <p>Moreover, it is important that providers are able to compete on capabilities of network. Our members are investing in upgrading networks across Europe to be able to offer Gigabit speeds and this is a key differentiating factor. Leaving out maximum/advertised broadband speeds (for fixed broadband) would also likely be confusing for consumers, given that it is often a key part of the marketing materials.</p>
<p>Prices for activating the ECS and for any recurring charges/consumption-related charges (article 102§ 3c)</p>	
<p>BEREC</p>	<p>Cable Europe</p>
<p>The applicable prices for the services (e.g. the price for activating the ECS and for any recurring – including the monthly/weekly or other</p>	<p>We agree with the inclusion in the template of the standard product price information, including any upfront and/or recurring costs for activation and consumption of the service. Details of specific rates</p>



<p>periodic fees or consumption related charges);</p> <p>The price discounts, the length of the period during which they will be applied and the price after the minimum contract term, if different.</p> <p>A direct hyperlink to a downloadable document (e.g. a PDF document) that lists all the additional applicable charges/fees and services included e.g. a list of the TV Channels included in the package, if applicable.</p> <p>Information on the prices and the characteristics of terminal equipment and/or any kind of device offered in the bundle. Should include the prices at which the consumer could buy the elements of the bundle, including any terminal equipment, separately from the provider.</p>	<p>may need to be made available via a hyperlink rather than in the sheet itself.</p> <p>However, in our view, the following elements should be excluded:</p> <ul style="list-style-type: none"> • Discounts, as these are subject to very regular changes and can also vary regionally. The inclusion of discounts would have a very high implementation impact and would also increase number of summary sheets. • Prices/characteristics of terminal equipment and/or non ECS-devices offered in bundles. Our members offer a wide range of terminal equipment. Inclusion of this information would result in a very high number of contract summaries reflecting different options and would result in too much detailed information. • Prices at which the consumer could buy the elements of the bundle, including any terminal equipment, separately from the provider. This goes beyond the purpose of article 102 to summarise the key elements of the contract. Separate sale prices do not form part of the bundle contract. • Out-of-bundle charges (as noted above). <p>Furthermore, any template should be allowed to contain a disclaimer specifying that prices may change over time.</p>
<p>The duration of the contract and the conditions for renewal and termination (article 102§ 3d)</p>	
<p>BEREC</p>	<p>Cable Europe</p>
<p>Duration of the contract (including the minimum contractual period, if applicable)</p> <p>The validity period of the offer (i.e. the date before which consumers have to</p>	<p>We agree that information relating to the duration of the contract (including minimum contractual period) and conditions for renewal and termination (including early termination) are essential contract terms which have high relevance to consumers. Cable Europe sees no issue with including a hyperlink, at the operators' discretion, to the full</p>



<p>subscribe to benefit from any promotional terms)</p> <p>The minimum contract term period required to benefit from any promotional terms.</p> <p>A short description of the way the penalties due, in case of early termination of the contract, will be calculated.</p> <p>A hyperlink to the full termination conditions and procedure to ensure efficient switching and number portability.</p>	<p>termination conditions and procedure to ensure efficient switching and number portability as suggested by BEREC.</p> <p>Furthermore, we don't think that the validity period of the offer should be part of the template. As offer validity periods are not part of the contract, they should not be part of the template. The validity of any discount/special offer will be made clear to the consumer during the pre-sale communications.</p> <p>The purpose of the contract summary template is to summarise the essential contract terms that will apply to the customer if they decide to go with a particular operator. This information goes beyond the purpose of article 102.</p>
The extent to which the products and services are designed for end-users with disabilities (article 102§ 3e)	
BEREC	Cable Europe
The summary should specify which services are available for disabled-users , for example, priority fault repair and text relay and provide a hyperlink to a detailed description.	We agree that in case of offers designed for end-users with disabilities, the template should cover the details of the specific services available.
For internet access services, a summary of the information required under the EU TSM Regulation (article 102§ 3f)	
BEREC	Cable Europe
See above on speeds	See above on speeds.

OTHER ISSUES

The table below addresses other issues raised by BEREC in their document of May 30, 2019.

Table 2 – Additional issues raised by BEREC

Single template	
BEREC	Cable Europe
A single template can be designed and then adapted for specific services (“adaptable template”)	We agree with BEREC that a single “master” contract summary for all ECSs (fixed, mobile or internet) is desirable. However, adaptation to service categories is key (e.g. pre-pay is



	different from post-pay, mobile is different from fixed). Furthermore, the template should also be adaptable to meet the requirements of specific sales channels (e.g. tele sales, where a A4 page cannot be provided).
Total cost of the contract	
BEREC	Cable Europe
BEREC proposes evaluating the opportunity to include in the summary template the total cost of the contract to allow consumers to compare offers in cases where products are subject to multiple discounts over the duration of the contract.	We do not agree to include the total costs of the contract in the template, as this goes beyond the purpose of article 102. Consumers are used to monthly amounts for subscription. In addition, pricing may vary depending on the availability of discounts, customer eligibility criteria or consumption behavior: i.e. the total costs of a contract cannot be determined in advance.
Hyperlinks	
BEREC	Cable Europe
Hyperlinks can be useful tools for providing information that cannot be contained in the template. Hyperlinks might be used to indicate the documents/articles of the contracts (a PDF or an easily downloadable document) on topics such as: <ul style="list-style-type: none"> • Tariffs for international destinations • Fair Usage Policy when roaming is not enabled • RLAH and Block Roaming and Roaming outside of the EEA • Features of terminal equipment and unlocking charges • Termination policy and procedure (full information) • A list of all TV channels included in the contract • Available remedies where QoS are not met • Out of bundle charges (additional services billed separately) • Additional features for end-users with disabilities (detailed description of the features available) 	<p>We agree with BEREC that hyperlinks may be a useful tool. They are also convenient way of managing information overload.</p> <p>In our view, operators should be allowed to provide certain additional information via hyperlinks, at their discretion.</p> <p>We would not support an approach that would require the use of hyperlinks, as such an approach could, in practice, expand the scope of the minimum information requirements under the EECC to new areas. Either the information is a main element and therefore should be included in the template, or it is not a main element and therefore operators should be able to decide, at their discretion, whether to provide that information via hyperlinks.</p> <p>We are concerned that BEREC's proposals in relation to hyperlinks would expand the range of essential information elements (under article 102 § 3) to non-essential elements.</p>



Corporate visual identity	
BEREC	Cable Europe
<p>The summary contract template should allow corporate visual identity to a certain extent. The brand/business logo should be incorporated in the template but the place and maximum dimension should be specified in advance. In addition:</p> <ul style="list-style-type: none"> • Font size should be 12/14pm for headings and 10/12 for information below these • Calibri, Arialn Verdana, Gills Sans MT, Tahoma, Helvetica should be used • The format and order in which the information is provided should not be altered 	<p>Brand personalisation is a key feature in competitive markets. The main learning from Member States who have experience in this area is that there is a causal link between the permitted degree of brand personalization and the level of consumer engagement with contract summary sheets. In our view, personalisation should not be limited to the brand/logo as this does not allow for a sufficient degree of brand differentiation.</p> <p>The template format should not be too prescriptive. For example, operators should be allowed to choose fonts (especially corporate fonts if they are easy to read), font size, contrast, layout and order of presentation, at their discretion.</p>
Testing	
BEREC	Cable Europe
<p>BEREC recommends discussion with ECS providers before the template is finalised by the Commission and that the finalised contract summary is tested with sufficient real-life examples.</p>	<p>We consider that discussion with ECS providers before finalisation is of paramount importance and that the template should be tested with real life examples before finalisation.</p>

About Cable Europe

Cable Europe is the trade association that connects leading broadband cable TV operators and their national trade associations throughout the European Union. The regulatory and public policy activities of Cable Europe aim to promote and defend the industry's policies and business interests at European and international level. The European cable industry provides high speed broadband internet, TV services, and telephony into the home of 65.8 million customers the European Union.

This paper represents the views of the full members of Cable Europe, and not necessarily those of our associate members, partners or affiliates.



Summary of Vodafone Pay as you go Terms and Charges 2019

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