



214 - Investigation into Telefónica O2 Ireland Limited's compliance with Regulation 17 of the Universal Service and Users' Rights Regulations, 2003.

Complainant: Own Initiative Investigation

Respondent: Telefónica O2 Ireland Limited ("O2")

Case opened: 12 August 2010

Issue:

To assess O2's compliance with Regulation 17(2) and 17(4) of the European Communities (Electronic Communications Networks and Services) (Universal Service and Users' Rights) Regulations, 2003 ("the Regulations")¹.

Legal Basis:

This investigation was conducted by the Commission for Communications Regulation ("ComReg") in accordance with its functions set out in Section 10 of the Communications Regulation Acts 2002 - 2010.²

Regulation 17 (2) of the Regulations provides:

- (2) *A contract referred to in paragraph (1) shall specify, inter alia -*
 - (a) *the identity and address of the supplier,*
 - (b) *services provided, the service quality levels offered, as well as the time for the initial connection,*
 - (c) *the types of maintenance service offered,*
 - (d) *particulars of prices and tariffs and the means by which up to date information on all applicable tariffs and maintenance charges may be obtained,*
 - (e) *the duration of the contract, conditions for renewal and termination of services and of the contract,*
 - (f) *any compensation and refund arrangements which apply if contracted service quality levels are not met, and*

¹ European Communities (Electronic Communications Networks and Services) (Universal Service and Users' Rights) Regulations 2003 (S.I. No. 308 of 2003), amended by European Communities (Electronic Communications Networks and Services) (Universal Service and Users' Rights) (Amendment) Regulations 2007 (S.I. No. 374 of 2007).

² Communications Regulation Act, 2002 (No. 20 of 2002), as amended by the Communications Regulation (Amendment) Act 2007 (No. 22 of 2007), and as amended by the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010 (No. 2 of 2010).



(g) *the method of initiating procedures for settlement of disputes in accordance with Regulation 28.*

Regulation 17 (4) of the Regulations provides:

(4) *An undertaking referred to in paragraph (1) or a provider of electronic communications services referred to in paragraph (3) shall, not less than one month prior to the date of implementation of any proposed modification, notify its subscribers to that service –*

(a) *of the proposed modification in the conditions of the contract for that service, and*

(b) *their right to withdraw without penalty from such contract if they do not accept the modification.*

Case Summary:

Regulation 17 of the Regulations outlines the essential contents to be included in a contract between an end-user and an undertaking which provides connection or access to the public telephone network.

ComReg commenced an investigation into operators' compliance with Regulation 17 of the Regulations in June 2009. The purpose of the investigation was to ensure operators are providing information for the benefit of end users as required under Regulation 17.

ComReg wrote to O2 and requested a copy of its generic consumer contract (i.e. standard terms and conditions) for (i) post and (ii) pre paid mobile voice contacts which were then in use. ComReg analysed O2's response and highlighted any inconsistencies with the Regulation 17 of the Regulations within their terms and conditions. O2 was then requested to review its terms and conditions based on this feedback. O2 agreed to remedy all inconsistencies identified by ComReg to ensure compliance with Regulation 17 of the Regulations.

The investigation was closed given O2 had remedied this non-compliance, once ComReg brought it to their attention. As such, no enforcement action was required.

Case closed: 7 April 2010

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