

Appendix A: Draft Decision Instrument and Schedules

Draft Decision Instrument

1 STATUTORY FUNCTIONS AND POWERS

1.1 This Decision and Decision Instrument is made by the Commission for Communications Regulation (“ComReg”) established under section 6 of the Communications Regulation Act 2002, as amended (“the Principal Act”), and is made:

- (i) Having regard to the functions and objectives of ComReg as set out in sections 10 and 12 of the Principal Act,
- (ii) Pursuant to the functions and powers conferred upon ComReg by section 38 of the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023, as amended (“the 2023 Act”),
- (iii) Having regard to Directive 2018/1972 of the European Parliament and of the Council of 11 December 2018¹ establishing the European Electronic Communications Code (Recast),
- (iv) Having regard to European Union (Electronic Communications Code) Regulations 2022 (“S.I. 444 of 2022”),
- (v) Having regard to Regulation 94 of the Code Regulations and ComReg Decision D04/14 entitled Electronic Communications: Measures to Ensure Equivalence in Access and Choice for Disabled End-Users,
- (vi) Having had regard to the views of interested parties and the submissions they made in response to ComReg Document No. 23/14, and
- (vii) Having had regard to the analysis and reasoning set out in ComReg Document No. 23/14.

2 DEFINITIONS

2.1 In this Decision Instrument, terms used are as defined in S.I. 444 of 2022, the Principal Act and the 2023 Act, unless the context otherwise admits.

¹ OJ No. L 321, 17.12.2018, p. 36

- 2.2 References to European legislation, primary legislation or secondary legislation shall be construed as references to that legislation as amended from time to time.
- 2.3 Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise admits or requires.
- 2.4 A reference to a section, clause or schedule, is a reference to a section, clause or schedule of this Decision Instrument unless the context otherwise admits or requires.
- 2.5 In this Decision Instrument:

“Audit Statement” means a written statement produced and signed by an independent auditor, which states the auditor’s findings in relation to the completeness, accuracy and reliability of a Performance Report;

“Calendar Quarter” means each period of three calendar months commencing on 1 January, 1 April, 1 July and 1 October of each year;

“Commitment” means the (up to date) level of quality of service offered by a Relevant Service Provider (expressed in the form of a percentage within a timeframe defined in accordance with the Data Dictionary) for those Customer Services (being the contact channels response times, query handling resolution times, connecting a new service, refunds processed, and service outages) set out in sections 1-4 of a Relevant Service Provider’s Customer Charter and it is the level of quality of service which the customer expects to get.

“Customer Service” means the non-technical elements making up the service a customer receives from their service provider including, handling customer queries, issues and complaints, processes around billing and providing any refunds, communication during any service outages, and connection, switching and disconnection processes.

“Customer Charter” means the document prepared and published in accordance with sections 4 and 5;

“Data Dictionary” means the Excel workbook titled ‘Schedule 3: Customer Charter Data Dictionary and Reporting Template’, published on ComReg’s website;

“Durable Medium” means any instrument which enables a Relevant Customer or a Relevant Service Provider to store information in a way that is accessible for future reference, for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored;

“Officer of the Company” means a chief executive officer, director, or other similar officer of the Relevant Service Provider or a person who was purporting to act in any such capacity,

“Performance Report” means a report for the purposes of section 38(4) of the 2023 Act that is generated by a Relevant Service Provider using the ‘reporting template’ tab of the Data Dictionary, setting out its performance in respect of its Standards for a Calendar Quarter. Performance will be measured against the Standards offered by the Relevant Service Provider in that same Calendar Quarter.

“Relevant Service Provider” is a provider of Internet Access Service and/or publicly available Number-Based Interpersonal Communications Service that has a market share of 0.50% or greater, as calculated in accordance with sections 4.2 and 3.3;

“Relevant Customer” means an End-User that is a Consumer, Microenterprise, Small Enterprise or Not-For-Profit Organisation, who or which is party to a contract with a Relevant Service Provider;

“Relevant Calendar Quarter” means the Calendar Quarter of the most recent ‘Quarterly Key Data Report’ published by ComReg;

“Service Provider” means a provider of an Internet Access Service, a publicly available Number-Based Interpersonal Communications Service, or both;

“Sign-off by an Officer of the Company” means a written statement produced and signed by an Officer of the Company in the form set out in Schedule 4, which confirms the completeness, accuracy and reliability of a Performance Report;

“Standard” means a Relevant Service Provider’s Commitment published in its Charter.

and

“Working Day” means a day which is not a Saturday, Sunday or public holiday.

3 SCOPE AND APPLICATION

3.1 The Decision Instrument applies to and is binding upon Service Providers.

3.2 A Service Provider shall:

- (i) within the first calendar month of each Calendar Quarter, calculate its market share as of the first Working Day of that Calendar Quarter, according to the formula in section 3.3,
- (ii) based upon the calculation referred to in clause (i), determine whether it is a Relevant Service Provider, and
- (iii) if it is a Relevant Service Provider, comply with the requirements imposed on Relevant Service Providers in sections 4, 5, 6 and 7.

3.3 The market share of a Service Provider shall be calculated as follows, using data for the Relevant Calendar Quarter:

- (i) For providers of fixed Internet Access Services:
 - a. The total number of fixed broadband subscriber lines the provider reported to ComReg in the 'QKDR Fixed Broadband Retail Questionnaire' as a percentage of
 - b. The total number of fixed broadband subscriber lines across the whole industry, as reported in the 'Quarterly Key Data Report' published by ComReg.
- (ii) For providers of mobile Internet Access Services:
 - a. The total number of dedicated mobile broadband subscriptions the provider reported to ComReg in the 'QKDR Mobile Questionnaire' as a percentage of
 - b. The total number of dedicated mobile broadband subscriptions across the whole industry, as reported in the 'Quarterly Key Data Report' published by ComReg.
- (iii) For providers of fixed Number-Based Interpersonal Communications Services:
 - a. The total number of fixed voice subscriptions the provider reported to ComReg in the 'QKDR Fixed Questionnaire' as a percentage of
 - b. The total number of fixed voice subscriptions across the whole industry, as reported in the 'Quarterly Key Data Report' published by ComReg.
- (iv) For providers of mobile Number-Based Interpersonal Communications Services:
 - a. The total number of mobile subscriptions (excluding mobile broadband and machine to machine subscriptions) the provider reported to ComReg in the 'QKDR Mobile Questionnaire' as a percentage of
 - b. The total number of mobile subscriptions (excluding mobile broadband and machine to machine subscriptions) across the whole industry, as reported in the 'Quarterly Key Data Report' published by ComReg.

4 PREPARATION AND PUBLICATION OF A CUSTOMER CHARTER

- 4.1 (i) A Relevant Service Provider shall prepare a Customer Charter in accordance with:
 - a. The customer charter template set out in Schedule 1, and

- b. The requirements specified in Schedules 2 and 3 including the form, content and order of the information set out therein
- (ii) A Relevant Service Provider shall publish an initial Customer Charter, in accordance with this clause (an “initial Customer Charter”), on:
 - a. 1 July 2025, if it is a Relevant Service Provider on 1 April 2025, or
 - b. the first Working Day of the Calendar Quarter following the Calendar Quarter in which it first determines it is a Relevant Service Provider under section 3.2.

4.2 A Relevant Service Provider shall ensure that:

- (i) a Customer Charter includes information as required by Schedule 2 for a Relevant Customer,
- (ii) its Customer Charter is published on its website and:
 - (a) there is a direct link to / from the home page of the corporate website to the Customer Charter,
 - (b) a description of the Customer Charter is displayed clearly and prominently on the webpage,
 - (c) there is a link on the webpage that directly accesses the Customer Charter document. After the publication of the initial Customer Charter, a Relevant Service Provider may update its Customer Charter, but any update shall only be published, and shall only become effective, on the first Working Day of a Calendar Quarter. The requirements of sections 5.1 and 5.3 shall apply to any updated Customer Charter.

5 NOTIFYING CUSTOMERS ABOUT A CUSTOMER CHARTER

- 5.1 A Relevant Service Provider shall ensure a Relevant Customer is made aware of the existence of its Customer Charter and how a copy of its Customer Charter can be obtained.
- 5.2 A Relevant Service Provider shall provide a copy of its Customer Charter in a Durable Medium to a Relevant Customer on request, within 5 Working Days of the receipt of the request.
- 5.3 A Relevant Service Provider shall ensure that its Customer Charter is accessible for End-Users with disabilities and, if requested, made available in a reasonably accessible medium to a disabled End-User (to include but not limited to Braille).

6 MEASURING AND REPORTING ON PERFORMANCE AGAINST CUSTOMER CHARTER COMMITMENTS

- 6.1 A Relevant Service Provider shall measure its performance against its Standards and provide a Performance Report to ComReg no later than two months from the end of that Calendar Quarter using the 'reporting template' tab of the Data Dictionary.
- 6.2 After the publication of an initial Customer Charter, a Relevant Service Provider is required to measure its performance against its Standards and report on such performance to ComReg in accordance with the requirements specified in the Data Dictionary in Schedule 3.
- 6.3 After the publication of an initial Customer Charter, a Relevant Service Provider shall generate a Performance Report for each Calendar Quarter thereafter and send the Performance Report to ComReg no later than two months from the end of that Calendar Quarter to an email address specified by ComReg.
- 6.4 In respect of a Performance Report generated for the Calendar Quarter a Relevant Service Provider shall arrange and pay for an independent audit of that Performance Report and send an Audit Statement to ComReg at the same time as the Performance Report.
- 6.5 In respect of Performance Reports for the Calendar Quarter (starting 1 October each year) a Relevant Service Provider shall arrange and pay for an independent audit of that Performance Report and send an Audit Statement to ComReg at the same time as the Performance Report (a Relevant Service Provider may, in lieu of an Audit Statement, provide written Sign-off by an Officer of the Company which Sign-off shall be sent to ComReg at the same time as the Performance Report).
- 6.6 A Relevant Service Provider shall keep the underlying data used to generate a Performance Report for one calendar year from the date it submits that Performance Report to ComReg.

7 STATUTORY POWERS NOT AFFECTED

- 7.1 Nothing in this Decision Instrument shall operate to limit ComReg in the exercise and performance of its statutory powers or duties conferred on it under any primary or secondary legislation (in force prior to or after the Effective Date of this Decision Instrument) from time to time.

8 MAINTENANCE OF OBLIGATIONS

- 8.1 If any section or clause contained in this Decision Instrument is found to be invalid or prohibited by the Constitution, by any other law or judged by a court to be unlawful, void or unenforceable, that section or clause shall, to the extent required, be severed from this Decision Instrument and rendered ineffective as far as possible without

modifying the remaining section(s) or clause(s) of this Decision Instrument and shall not in any way affect the validity or enforcement of this Decision Instrument.

9 EFFECTIVE DATE AND DURATION

- 9.1 This Decision and Decision Instrument is fully effective from XX XXX 2025, unless otherwise amended by ComReg.

Schedule 1: Customer Charter Template

[Name of service(s)] [Provider/ provider logo]

Effective from: [DD MM YYYY]

Customer Charter

This Charter provides information on the level of quality of customer service we commit to offer you and which you can expect to get from us, any compensation and general information on aspects of our customer service. We are required to provide this Charter by the Commission for Communications Regulation (ComReg). Further information, including what you can use the Charter for, is available at [relevant ComReg webpage].

This Charter is available to request in [durable format] by contacting us at [provider can give email address, phone number or postal address].

1. Contacting us

[...]

2. Connecting a new service

[...]

3. When you are due a refund

[...]

4. If there is a service outage

[...]

5. Compensation

[...]

6. Accessibility

[...]

7. How we will handle complaints

[...]

8. Any other information

[...]

Schedule 2: Requirements for Completing the Customer Charter Template

Overview

These are requirements for the purposes of clause 4.1(ii) of the draft Decision Instrument at Appendix A.

A Relevant Service Provider shall use the Charter template specified in Schedule 1 as the basis on which to provide their Charter.

A Relevant Service Provider shall fill in the Charter template specified at Schedule 1 in accordance with the specified requirements in Schedule 2, and the specified Charter metric definitions in the Data Dictionary in Schedule 3.

Charter formatting requirements

For the purposes of clause 4.1 (ii) it is a requirement to have the following Charter formatting.

As regards presentation of content, a Relevant Service Provider shall ensure that:

- The information included in a Charter is presented in portrait format,
- The font type used is such that the text is easily readable,
- The font size is at least 10 points. In exceptional circumstances the font size may be reduced; but in such cases a possibility to enlarge the Charter by electronic means or, a Charter with a font size of at least 10 points must be provided upon request,
- The content of a Charter is easily readable with sufficient contrast between font and background, especially when using colours. Visuals shall not overlay text,
- Sections are clearly distinguishable from the text, and
- Language used in a Charter is plain English, accessible, easily readable and understandable for a Relevant Customer.

Charter content and form requirements for the sections

For the purposes of clause 4.1 (ii) it is a requirement that the information included in a Charter shall follow the ComReg-specified Charter template in Schedule 1, where:

- The title “Customer Charter” appears at the start of the Charter.
- Introductory sentences follow the specified wording in Schedule 1.

- The sections in the Charter template specified in Schedule 1 in **bold type font** are mandatory and shall be worded as specified in the ComReg-specified Charter template by Relevant Service Providers. Relevant Service Providers shall replace the square brackets under these sections with information on Commitments and general information on policies and procedures, according to requirements specified in Schedule 2 and the specified Charter metric definitions in the Data Dictionary in Schedule 3.
- The section in the Charter template specified in Schedule 1 in *italic type font* is not mandatory. In cases where no other information is provided, the section “Any other information” shall be deleted or indicated as not applicable.
- The information in the Charter shall follow the form and order of the Charter template in Schedule 1 as follows:

Introductory section

The service or brand name of the Electronic Communications Service(s) offered shall be immediately above the title “Customer Charter”. If a Relevant Service Provider chooses to distinguish between services offered in separate Charters (for example, a fixed or mobile service offer, or pre-pay/post-pay service differentiation), they shall state the service above and to the left of the title “Customer Charter”. If no such distinction is made, a Relevant Service Provider’s Charter shall cover all services.

The name of the Relevant Service Provider shall immediately follow the service or brand name of the Electronic Communications Service(s). The Relevant Service Provider may insert its logo to the right of the title “Customer Charter”.

The Charter shall be given the effective date of publication (on the first day of the quarter in which the Charter takes effect), in the format DD MM YYYY. The Charter remains effective from that date until such time that a provider publishes an updated version.

The introductory paragraph forms an integral part of the Charter and shall not be altered, other than to replace square brackets with relevant information as indicated.

1. “Contacting us” section

Customer service response time

Phone: [Customer service phone contact details for which the commitment(s) will apply]

Where a Relevant Service Provider offers a **phone** channel of contact, it shall specify information as either:

- a) “When you phone us, you can expect that we will answer the following percentage of calls within these timeframes:”

Percentage of calls we commit to answer		Timeframe
i.	[Percentage of calls you commit to answer within]%	Within 1 minute
ii.	[Percentage of calls you commit to answer within]%	Within 3 minutes
iii.	[Percentage of calls you commit to answer within]%	Within 5 minutes
iv.	[Percentage of calls you commit to answer within]%	Within 10 minutes
v.	[Percentage of calls you commit to answer within]%	Within [A timeframe that a provider may offer in accordance with metric A1 (defined in the Data Dictionary)]

or

- b) “We do not offer any Commitment on call response times.”

Under the subsection “Phone”, if a Relevant Service Provider chooses to offer a Commitment for call answering times (i.e., metric **A1** defined in the Data Dictionary in Schedule 3), it shall specify:

- The customer service number(s) to which the commitment(s) apply in the square brackets provided (e.g. Phone: [...]).
- That Commitment in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to answer [A1i-v]% of all calls to the specified number(s) within timeframe(s) [A1i-v], for any of the intervals in the table in (a). The square bracket(s) under the column “Percentage of calls we commit to answer” shall be replaced by the percentage of customer service for calls within the timeframe(s) that the Relevant Service Provider commits to answer.

- In relation to (v), if a Relevant Service Provider chooses to offer a Commitment in (v), it shall specify the offer of its own timeframe [A1v] and a Commitment to answer [A1v]% of calls within that timeframe in accordance with the table form set out in (a).
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer a Commitment, it shall remove the table in (a) and specify the following in the Charter: “We do not offer any Commitment on call response times.”

Where a Relevant Service Provider does not offer a phone channel of contact, it shall remove the table in (a) and specify the following in the Charter: “We do not offer a phone contact channel”.

Email: [Customer service email address details for which the commitment(s) will apply]

Where a Relevant Service Provider offers an **email** channel of contact, it shall specify information as either:

- a) “When you email us, you can expect that we will respond (with a non-automated answer) to the following percentage of emails within these timeframes:”

Percentage of emails we commit to respond to		Timeframe
i.	[Percentage of emails you commit to respond to within]%	Within 4 hours
ii.	[Percentage of emails you commit to respond to within]%	Within 12 hours
iii.	[Percentage of emails you commit to respond to within]%	Within 24 hours
iv.	[Percentage of emails you commit to respond to within]%	Within 48 hours
v.	[Percentage of emails you commit to respond to within]%	Within [A timeframe that a provider may offer in accordance with metric A2 (defined in the Data Dictionary)]

or

- b) “We do not offer any Commitment on email response times.”

Under the subsection “Email”, if a Relevant Service Provider chooses to offer a Commitment for email response times (i.e., metric **A2** defined in the Data Dictionary in Schedule 3), it shall specify:

- The customer service email address(es) to which the commitment(s) apply in the square brackets provided (e.g. Email: [...]).
- That Commitment in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to respond to [A2i-v]% of all emails to the specified address(es) within timeframe(s) [A2i-v], for any of the intervals in the table in (a). The square brackets under the column “Percentage of emails we commit to respond to” shall be replaced by the percentage of customer service for email within the timeframe(s) that the Relevant Service Provider commits to respond.
- In relation to (v), if a Relevant Service Provider chooses to offer a Commitment in (v), it shall specify the offer of its own timeframe [A2v] and a Commitment to respond to [A2v]% of emails within that timeframe in accordance with the table form set out in (a).
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer a Commitment, it shall remove the table in (a) and specify the following in the Charter: “We do not offer any Commitment on email response times.”

Where a Relevant Service Provider does not offer an Email channel of contact, it shall remove the table in (a) and specify the following in the Charter: “We do not offer an Email contact channel”.

Web form: [Customer service web form details for which the commitment(s) will apply]

Where a Relevant Service Provider offers a **web form** channel of contact, it shall specify information as either:

- a) “When you contact us by web form, you can expect that we will respond (with a non-automated answer) to the following percentage of web form submissions within these timeframes:”

Percentage of web form submissions we commit to respond to		Timeframe
i.	[Percentage of web forms you commit to respond to within]%	Within 4 hours

ii.	[Percentage of web forms you commit to respond to within]%	Within 12 hours
iii.	[Percentage of web forms you commit to respond to within]%	Within 24 hours
iv.	[Percentage of web forms you commit to respond to within]%	Within 48 hours
v.	[Percentage of web forms you commit to respond to within]%	Within [A timeframe that a provider may offer in accordance with metric A3 (defined in the Data Dictionary)]

or

b) “We do not offer any Commitment on web form response times.”

Under the subsection “Web form”, if a Relevant Service Provider chooses to offer a Commitment for web form response times (i.e., metric **A3** defined in the Data Dictionary in Schedule 3), it shall specify

- The customer service web form link to which the commitment(s) apply in the square brackets provided (e.g. Web form: [...]).
- That Commitment in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to respond to [A3i-v]% of all web forms within timeframe(s) [A3i-v], for any of the intervals in the table in (a). The square brackets under the column “Percentage of web form submissions we commit to respond to” shall be replaced by the percentage of customer service for web forms within the timeframe(s) that the Relevant Service Provider commits to respond.
- In relation to (v), if a Relevant Service Provider chooses to offer a Commitment in (v), it shall specify the offer of its own timeframe [A3v] and a Commitment to respond to [A3v]% of web forms within that timeframe in accordance with the table form set out in (a).
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer a Commitment, it shall remove the table in (a) and specify the following in the Charter: “We do not offer any Commitment on web form response times.”

Where a Relevant Service Provider does not offer a web form channel of contact, it shall remove the table in (a) and specify the following in the Charter: “We do not offer a web form contact channel”.

Web chat: [Customer service chat contact details for which the commitment(s) will apply]

Where a Relevant Service Provider offers a **web chat** channel of contact, it shall specify information as either:

- a) “When you contact us by web chat, you can expect that we will respond to the following percentage of web chat conversations within these timeframes:”

Percentage of web chat conversations we commit to respond to		Timeframe
i.	[Percentage of web chats you commit to respond to within]%	Within 1 minute
ii.	[Percentage of web chats you commit to respond to within]%	Within 3 minutes
iii.	[Percentage of web chats you commit to respond to within]%	Within 5 minutes
iv.	[Percentage of web chats you commit to respond to within]%	Within 10 minutes
v.	[Percentage of web chats you commit to respond to within]%	Within [A timeframe that a provider may offer in accordance with metric A4 (defined in the Data Dictionary)]

or

- b) “We do not offer any Commitment on web chat response times.”

Under the subsection “Web chat”, if a Relevant Service Provider chooses to offer a Commitment for web chat response times (i.e., metric **A4** defined in the Data Dictionary in Schedule 3), it shall specify:

- The customer service web chat link to which the commitment(s) apply in the square brackets provided (e.g. Web chat: [...]).
- That Commitment in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to respond to [A4i-v]% of all web chats within timeframe(s) [A4i-v], for any of the intervals in the table in (a). The square brackets under the column “Percentage of web chat conversations we commit to respond to” shall be replaced by the percentage of customer service for web chats within the timeframe(s) that the Relevant Service Provider commits to respond.

- In relation to (v), if a Relevant Service Provider chooses to offer a Commitment in (v), it shall specify the offer of its own timeframe [A4v] and a Commitment to respond to [A4v]% of web chats within that timeframe in accordance with the table form set out in (a).
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer a Commitment, it shall remove the table in (a) and specify the following in the Charter: “We do not offer any Commitment on web chat response times.”

Where a Relevant Service Provider does not offer a web chat channel of contact, it shall remove the table in (a) and specify the following in the Charter: “We do not offer a web chat contact channel”.

Post: [Customer service post address details for which the commitment(s) will apply]

Where a Relevant Service Provider offers a **post** channel of contact, it shall specify information as either:

- a) “When you contact us by post, you can expect that we will respond to the following percentage of letters within these timeframes:”

Percentage of letters we commit to respond to		Timeframe
i.	[Percentage of letters you commit to respond to within]%	Within 1 day
ii.	[Percentage of letters you commit to respond to within]%	Within 3 days
iii.	[Percentage of letters you commit to respond to within]%	Within 5 days
iv.	[Percentage of letters you commit to respond to within]%	Within 10 days
v.	[Percentage of letters you commit to respond to within]%	Within [A timeframe that a provider may offer in accordance with metric A5 (defined in the Data Dictionary)]

or

- b) “We do not offer any Commitment on post response times.”

Under the subsection “Post”, if a Relevant Service Provider chooses to offer a Commitment for post response times (i.e., metric **A5** defined in the Data Dictionary in Schedule 3), it shall specify

- The customer service postal address to which the commitment(s) apply in the square brackets provided (e.g. Post: [...]).
- That Commitment in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to respond to [A5i-v]% of all letters within timeframe(s) [A5i-v], for any of the intervals in the table in (a). The square brackets under the column “Percentage of letters we commit to respond to” shall be replaced by the percentage of customer service for letters within the timeframe(s) that the Relevant Service Provider commits to respond.
- In relation to (v), if a Relevant Service Provider chooses to offer a Commitment in (v), it shall specify the offer of its own timeframe [A5v] and a Commitment to respond to [A5v]% of letters within that timeframe in accordance with the table form set out in (a).
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer a Commitment, it shall remove the table in (a) and specify the following in the Charter: “We do not offer any Commitment on post response times.”

Where a Relevant Service Provider does not offer a post channel of contact, it shall remove the table in (a) and specify the following in the Charter: “We do not offer a post contact channel”.

Final resolutions

For **all channels of contact** (including in-person), a Relevant Service Provider shall specify information as either:

- a) “You can expect that we will provide a final resolution to the following percentage of queries, not resolved at the time of the initial contact, within these timeframes:”

Percentage of queries we commit to resolve		Timeframe
i.	[Percentage of queries you commit to resolve within]%	Within 4 hours
ii.	[Percentage of queries you commit to resolve within]%	Within 12 hours

iii.	[Percentage of queries you commit to resolve within]%	Within 24 hours
iv.	[Percentage of queries you commit to resolve within]%	Within 48 hours
v.	[Percentage of queries you commit to resolve within]%	Within [A timeframe that a provider may offer in accordance with metric A6 (defined in the Data Dictionary)]

or

b) “We do not offer any Commitment on final resolution times.”

If a Relevant Service Provider chooses to offer a Commitment for final resolution times (i.e., metric **A6** defined in the Data Dictionary in Schedule 3), it shall specify:

- That Commitment in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to finally resolve [A6i-v]% of queries within timeframe(s) [A6i-v], for any of the intervals in the table in (a). The square brackets under the column “Percentage of queries we commit to resolve” shall be replaced by the percentage of customer service for queries within the timeframe(s) that the Relevant Service Provider commits to finally resolve.
- In relation to (v), if a Relevant Service Provider chooses to offer a Commitment in (v), it shall specify the offer of its own timeframe [A6v] and a Commitment to finally resolve [A6v]% of queries against that timeframe in accordance with the table form set out in (a).
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer a Commitment, it shall remove the table in (a) and specify the following in the Charter: “We do not offer any Commitment on final resolution times.”

Contact Channels

“[...]”

The square brackets shall be replaced with contact channel information details including hours of availability or a direct weblink to the Relevant Service Provider’s customer support contact webpage.

2. “Connecting a new service” section

Acknowledgement time for new line connection requests

Where a Relevant Service Provider offers an acknowledgement time for new line connection requests, it shall specify information as either:

- a) “When you request a new service, where no connection already exists at the premises, you can expect that we will acknowledge the request, confirm whether the order can be processed at this time or not and, if possible, agree a date for an initial appointment to provision the service, for the following percentage of service orders within these timeframes:”

Percentage of new line connection requests we commit to acknowledge		Timeframe
i.	[Percentage of requests you commit to acknowledge within]%	Within 8 hours
ii.	[Percentage of requests you commit to acknowledge within]%	Within 12 hours
iii.	[Percentage of requests you commit to acknowledge within]%	Within 24 hours
iv.	[Percentage of requests you commit to acknowledge within]%	Within 48 hours
v.	[Percentage of requests you commit to acknowledge within]%	Within [A timeframe that a provider may offer in accordance with metric B1 (defined in the Data Dictionary)]

or

- b) “We do not offer any Commitment on acknowledgement times for new line connection requests.”

If a Relevant Service Provider chooses to offer a Commitment for acknowledgement times for new line connection requests (i.e., metric **B1** defined in the Data Dictionary in Schedule 3), it shall specify:

- That Commitment in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to acknowledge [B1i-v]% of all new line connection requests within timeframe(s) [B1i-v], for any of the intervals in the table in (a). The square brackets under the column “Percentage of new line connection requests we commit to acknowledge” shall be replaced by the percentage of

customer service for new line connection requests within the timeframe(s) that the Relevant Service Provider commits to acknowledge.

- In relation to (v), if a Relevant Service Provider chooses to offer a Commitment in (v), it shall specify the offer of its own timeframe [B1v] and a Commitment to acknowledge [B1v]% of new line connection requests within that timeframe in accordance with the table form set out in (a).
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer a Commitment, it shall remove the table in (a) and specify the following in the Charter: “We do not offer any Commitment on acknowledgement times for new line connection requests.”

Where a Relevant Service Provider does not offer services through fixed or fixed wireless access technologies, it shall delete the section "Connecting a new service" from the Charter.

Existing line connections/activations

Where a Relevant Service Provider offers an activation time for a new service where a connection already exists, it shall specify information as either:

- a) “When you request a new service, at a premises where a connection already exists, you can expect that we will activate the following percentage of new services within these timeframes:”

Percentage of new service requests we commit to activate		Timeframe
i.	[Percentage of new service requests you commit to activate within]%	Within 4 days
ii.	[Percentage of new service requests you commit to activate within]%	Within 8 days
iii.	[Percentage of new service requests you commit to activate within]%	Within 10 days
iv.	[Percentage of new service requests you commit to activate within]%	Within 15 days
v.	[Percentage of new service requests you commit to activate within]%	Within [A timeframe that a provider may offer in accordance with metric B2 (defined in the Data Dictionary)]

or

- b) “We do not offer any Commitment on new service activation times where there is an existing line.”

If a Relevant Service Provider chooses to offer a Commitment for activation times for new services (i.e., metric **B2** defined in the Data Dictionary in Schedule 3), it shall specify

- That Commitment in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to activate [B2i-v]% of all new services within timeframe(s) [B2i-v], for any of the intervals in the table in (a). The square brackets under the column “Percentage of new service requests we commit to activate” shall be replaced by the percentage of customer service for new service requests within the timeframe(s) that the Relevant Service Provider commits to activate.
- In relation to (v), if a Relevant Service Provider chooses to offer a Commitment in (v), it shall specify the offer of its own timeframe [B2v] and a Commitment to activate [B1v]% of new service requests within that timeframe in accordance with the table form set out in (a).
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer a Commitment, it shall remove the table in (a) and specify the following in the Charter: “We do not offer any Commitment on new service activation times where there is an existing line.”

Where a Relevant Service Provider does not offer services through fixed or fixed wireless access technologies, it shall delete the section "Connecting a new service" from the Charter.

3. “When you are due a refund” section

Time to receive refund

Where a Relevant Service Provider offers a refund, it shall specify information as either:

a) “When you are due a refund, you can expect to receive it within these timeframes:”

Refund Type	Percentage of refunds processed	Timeframe
Cash Refund		
Electronic Fund Transfer (EFT)	[Percentage of refunds processed within]%	Within [A timeframe that a provider may offer in accordance with metric C1 (defined in the Data Dictionary)]
Cheque	[Percentage of refunds processed within]%	Within [A timeframe that a provider may offer in accordance with metric C2 (defined in the Data Dictionary)]
Other	[Percentage of refunds processed within]%	Within [A timeframe that a provider may offer in accordance with any other refund type offered by the provider]
Account Credit Refund		
Account Credit	[Percentage of refunds processed within]%	Within [A timeframe that a provider may offer in accordance with metric C3 (defined in the Data Dictionary)]

or

b) “We do not offer any Commitment on refund times.”

and

c) Customers can choose [...] [...] [...] as their preferred refund method.”

and

d) Our refund policy can be accessed at [...].

If a Relevant Service Provider chooses to offer a Commitment for metric **C1** (in the case of a refund by EFT), **C2** (in the case of a refund by Cheque) or **C3** (in the case of an Account Credit to credit to a bill or prepay balance), as defined in the Data Dictionary in Schedule 3, it shall:

- Follow the table form set out in (a), where it may offer a Commitment for one or any of the refund methods listed.

- The Commitment shall be expressed as a percentage of refunds received within a provider’s own timeframe i.e. a number of days (for example, “Within 3 days”) but, for the avoidance of doubt, not as a range of days (for example, “5-10 days”).
- A Relevant Service Provider shall specify (for a specific refund type) the offer of its own timeframe in place of the square brackets under the column “Timeframe”. The square brackets under the column “Percentage of refunds processed” shall be replaced by the percentage of customer service for refunds received within the corresponding timeframe.
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, however, the remaining refund methods shall not be removed from the table.

If a Relevant Service Provider chooses to offer a commitment for a refund method(s) not listed, it may add it in the “Other” row.

If a Relevant Service Provider chooses not to offer a Commitment, it shall specify the following in the Charter: “We do not offer any Commitment on refund times.”

If a Relevant Service Provider offers customers the ability to nominate their choice of refund method, it shall state (c), “Customers can choose [...] [...] [...] as their preferred refund method.” The square brackets shall be replaced by the refund method(s) offered by the Relevant Service Provider. Otherwise (c) shall be deleted.

A Relevant Service Provider shall state (d), “Our refund policy can be accessed at [...].” The square brackets shall be replaced with a direct weblink to the Relevant Service Provider’s webpage resources containing details of its refund policy.

4. “If there is a service outage” section

Planned service outages

Where a Relevant Service Provider offers a timeframe for informing customers about a planned outage on their network, that is likely to affect the availability of services for more than 1% of the national user base, it shall specify information as either:

- a) “When there is a planned network outage, you can expect that we will notify you in advance of the following percentage of outages within these timeframes:”

Percentage of planned network outages we commit to notify you in advance		Timeframe
i.	[Percentage of planned network outages you commit to notify customers in advance within]%	7 days

ii.	[Percentage of planned network outages you commit to notify customers in advance within]%	5 days
iii.	[Percentage of planned network outages you commit to notify customers in advance within]%	3 days
iv.	[Percentage of planned network outages you commit to notify customers in advance within]%	1 day
v.	[Percentage of planned network outages you commit to notify customers in advance within]%	Within [A minimum notice timeframe that a provider may offer in accordance with metric D1 (defined in the Data Dictionary)]

or

- b) “We do not offer any Commitment on advance minimum notice within which we will inform customers of planned network outages.”

If a Relevant Service Provider chooses to offer a Commitment on minimum advance notice times for planned network outages (i.e., metric **D1** defined in the Data Dictionary in Schedule 3), it shall specify:

- That Commitment in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to notify customers of [D1i-v]% of all planned network outages within timeframe(s) [D1i-v], for any of the intervals in the table in (a). The square brackets under the column “Percentage of planned network outages we commit to notify you in advance” shall be replaced by the percentage of customer service for all planned network outages within the minimum notice timeframe(s) that the Relevant Service Provider commits to offer.
- In relation to (v), if a Relevant Service Provider chooses to offer a Commitment in (v), it shall specify the offer of its own timeframe [D1v] and a Commitment to notify customers of [D1v]% of planned outages within that timeframe in accordance with the table form set out in (a).
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer a Commitment, it shall remove the table in (a) and specify the following in the Charter: “We do not offer any Commitment to publish information for customers in advance of planned network outages.”

Unplanned service outages

Where a Relevant Service Provider offers a timeframe on informing customers about an unplanned outage on their network, that is likely to affect the availability of services for more than 1% of the national user base, it shall specify information as either:

- a) “When there is an unplanned service outage, you can expect information on the outage to be published within these timeframes:”

Percentage of unplanned service outages we commit to inform customers of		Timeframe
i.	[Percentage of unplanned service outages you commit to inform customers of within]%	2 hours
ii.	[Percentage of unplanned service outages you commit to inform customers of within]%	4 hours
iii.	[Percentage of unplanned service outages you commit to inform customers of within]%	6 hours
iv.	[Percentage of unplanned service outages you commit to inform customers of within]%	10 hours
v.	[Percentage of unplanned service outages you commit to inform customers of within]%	Within [A timeframe that a provider may offer in accordance with metric D2 (defined in the Data Dictionary)]

or

- b) “We do not offer any Commitment on times within which we will inform customers of unplanned service outages.”
- c) In the event of an unplanned outage, we will inform and keep you updated by [...]

If a Relevant Service Provider chooses to offer a Commitment for unplanned service outage information publication times (i.e., metric **D2** defined in the Data Dictionary in Schedule 3), it shall specify:

- That Commitment in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to inform customers of [D2i-v]% of all unplanned service outages within timeframe(s) [D2i-v], for any of the intervals in the table in

(a). The square brackets under the column “Percentage of unplanned service outages we commit to inform customers of” shall be replaced by the percentage of customer service for all unplanned service outages within the timeframe(s) that the Relevant Service Provider commits to inform customers.

- In relation to (v), if a Relevant Service Provider chooses to offer a Commitment in (v), it shall specify the offer of its own timeframe [D2v] and a Commitment to inform customers of [D2v]% of unplanned service outages within that timeframe in accordance with the table form set out in (a).
- The remaining rows containing square brackets in the table in (a) shall be replaced with “-” (a hyphen/dash) however, the remaining timeframe intervals shall not be removed from the table.

Where a Relevant Service Provider issues communications to customers in the event of unplanned service outages, it shall state (c), “In the event of an unplanned outage, we will inform and keep you updated by [...]”. The square brackets shall be replaced by the channel(s) used by a Relevant Service Provider to communicate outages to customers. Otherwise (c) shall be deleted.

If a Relevant Service Provider chooses not to offer a Commitment, it shall remove the table in (a) and specify the following in the Charter: “We do not offer any Commitment on times within which we will publish information to inform customers of unplanned service outages.”

5. “Compensation” section

Mandatory compensation

A Relevant Service Provider shall include the following statement(s):

“You can request compensation from us if we fail to meet certain obligations. This section details where compensation schemes are required.”

(a) **Switching and porting compensation:** “Delays or other issues when switching your broadband service or porting your mobile or landline number may mean you can claim compensation.

We have a switching and porting compensation scheme, which can be accessed at [...].”

(b) [...**Other mandatory compensation...**]: “We have a [...] scheme, which can be accessed at [...].”

A Relevant Service Provider shall include details of mandatory compensation schemes available to customers.

Switching and porting compensation: In the statement (a) above, the square brackets shall be replaced by a direct weblink to the Relevant Service Provider’s switching and porting compensation scheme.

Other mandatory compensation: In the statement (b) above, a Relevant Service Provider shall enter the heading title for any other mandatory compensation scheme in the first square brackets followed by the name of the compensation scheme in the second square brackets and a direct weblink in the third square brackets to its associated compensation scheme on a Relevant Service Provider’s website. Otherwise, the statement (b) shall be deleted.

No other information shall be included under the “Mandatory Compensation” section.

Other Compensation you can expect from us

A Relevant Service Provider shall include the following statement(s):

(c) “Where we fail to meet the customer service expectations as set out in our Charter, you can expect to get compensation as set out below.”

Customer service expectations	Compensation if we do not meet customer service expectations
Contact channel response time: Phone	“If we fail to meet your expectations on call answering response times, you can expect to get [detail of compensation].”
Contact channel response time: Email	“If we fail to meet your expectations on email response times, you can expect to get [detail of compensation].”
Contact channel response time: Webform	“If we fail to meet your expectations on webform response times, you can expect to get [detail of compensation].”
Contact channel: Webchat	“If we fail to meet your expectations on webchat response times, you can expect to get [detail of compensation].”
Contact channel response time: Post	“If we fail to meet your expectations on letter response times, you can expect to get [detail of compensation].”

Query handling resolution time	"If we fail to meet your expectations on query handling resolution times, you can expect to get [detail of compensation]."
Connecting a new service: New line connection	"If we fail to meet your expectations on connecting a new service, you can expect to get [detail of compensation]."
Connecting a new service: Existing line	"If we fail to meet your expectations on activating a new service, where there is an existing line, you can expect to get [detail of compensation]."
Refunds received	"If we fail to meet your expectations on the timeframe to receive a refund, you can expect to get [detail of compensation]."
Service outages: Planned	"If we fail to meet your expectations on planned service outages, you can expect to get [detail of compensation]."
Service outages: Unplanned	"If we fail to meet your expectations on unplanned service outages, you can expect to get [detail of compensation]."

(d) "There may be unforeseen circumstances (force majeure) that prevent us from meeting your expectations completely or on time. In such cases, compensation may not be offered."

Charter Compensation Information: If a Relevant Service Provider chooses to offer compensation for failing to meet customer service expectations in the Charter (as set out in sections 1-4 above), it shall specify this compensation by and inserting the statement in (c) "Where we fail to meet the customer service expectations as set out in our Charter, you can expect to get compensation as set out below" and complete the relevant row(s) in the table in (c).

In the column "Compensation if we do not meet customer service expectations":

- The square brackets shall be replaced with details of any compensation or similar available. Otherwise, the statement and row shall be deleted.
- Where a Relevant Service Provider offers a customer service commitment but does not offer any compensation for that customer service expectation, the statement and row for that customer service expectation in (c) shall be deleted.

- Where a Relevant Service Provider does not offer a customer service commitment, the statement and row for that customer service expectation in (c) shall be deleted.
- Where a Relevant Service Provider does not offer compensation for any of the customer service expectations in the table, it shall remove the statement and table in (c) and specify the following in the Charter: “We do not offer any compensation if we do not meet customer service expectations”.

A Relevant Service Provider may also choose to state (d) “There may be unforeseen circumstances (force majeure) that prevent us from meeting your expectations completely or on time. In such cases, compensation may not be offered.” or alternatively the statement (d) shall be deleted.

No other information shall be included under the “Other Compensation you can expect from us” section.

6. “Accessibility” section

In this section, a Relevant Service Provider shall include the following sentence: “We have an accessibility statement(s), which can be accessed at [...]”

The square brackets shall be replaced by a direct weblink to the Relevant Service Provider’s accessibility statement.

No other information shall be included under this section.

7. “How we will handle complaints” section

In this section, a Relevant Service Provider shall include the following sentence: “We will handle any complaints in accordance with our code of practice for complaints handling which you can access at [...]”

The square brackets shall be replaced by a direct weblink to the Relevant Service Provider’s complaints handling code of practice.

No other information shall be included under this section.

8. “Any other information” section

This section may include any other key information about a Relevant Service Provider’s customer service. Operators could, for example, enter here a weblink or a condensed version of an existing code of practice.

Schedule 3: Customer Charter Data Dictionary and Reporting Template

‘Schedule 3: Customer Charter Data Dictionary and Reporting Template’ is published in an Excel workbook alongside this further consultation.

Schedule 4: Form of Sign-off by an Officer of the Company

I, *(name)*, *(role, whether Chief Executive/Director/other similar officer of Relevant Service Provider)*, confirm that I *have responsibility for –*) the complete and accurate reporting of *(Relevant Service Provider's)* performance against its Standards for the purposes of ComReg Decision XX/24 (“the Decision”), including the Schedules thereto at Appendix A.

I hereby confirm that I am satisfied that the Performance Report submitted to the Commission for Communications Regulation (“the Commission”) by *(Relevant Service Provider)* dated *(date)* and relating to the Calendar Quarter of *(insert details in months e.g. October – December 202X)* (“the Performance Report”) is accurate and has been fully completed on the basis of the definitions used in the Decision and in accordance with its requirements.

Prior to the submission of the Performance Report, I considered the performance data to be submitted to the Commission as part of that report, including the key metrics on which *(Relevant Service Provider)* must report. For the Calendar Quarter reported on, the metrics I reviewed were:

[insert details of metrics reviewed]

I confirm that I am satisfied, having carried out reasonable inquiries, that the underlying data used to generate the Performance Report has been appropriately identified and captured and is reliable.

I set out below a summary of the processes and methodologies used for the purposes of the Performance Report. I confirm that I am satisfied that these processes and

methodologies are appropriate and that I have no reason to believe that they have not been fully implemented in the preparation of the Performance Report.

[insert summary of processes and methodologies used for Performance Report]

[Additional comments relevant to the Performance Report may be added here, which may include any exceptional events that impacted performance]

Signed: _____

Role: _____

Date: _____