

Billing Practices
in the
Fixed Telecommunications
Market

May 2013

Background

In the light of feedback regarding the billing practices of the incumbent fixed line telecommunications providers in the Channel Islands, the Channel Islands Competition and Regulatory Commission (CICRA) wished to ascertain the polices adopted by other utilities in Jersey and Guernsey and by telecommunication companies in other jurisdictions around the world.

The specific aspects of billing where there were concerns included:

- The length of time customers given to paying bills without penalty,
- The timing of bills,
- Billing notification process,
- Form of late payment and reconnection charges and the basis of those charges,
- Quality and accessibility of billing information available to customers.

Objectives

The primary objective of the project was therefore to select appropriate companies and assess their terms and conditions and provide CICRA with a detailed assessment of specific areas of the terms and conditions which would allow dialogue to be opened up with JT Global and Sure on aspects of their terms and conditions and how these could be improved.

This would enable CICRA to identify best practice as far as possible and to assess how Sure and JT fixed line billing practice deviates from this best practice. CICRA could then manage customer expectations and seek to address the position with the two incumbents in terms of their approach to billing in the future.

Methodology

Up to thirty organisations worldwide were surveyed of which eleven were reviewed in detail (primarily those demonstrating best practice).

In the initial assessment of the terms and conditions of telecom companies and other utilities around the world, the following operators were assessed:

Islands:

- Guernsey Water
- Guernsey Electricity
- Jersey Water
- Jersey Electricity
- Jersey and Guernsey Gas
- BTC, Bermuda
- Melita, Malta
- Manx Telecom
- Lime, Cayman
- Siminn, Iceland
- Bell Aliant, Prince Edward Island

Europe:

- BT
- Virgin Media
- Eircom, Ireland
- France Telecom
- UK Telecom, France
- Free, France
- KPN, Netherlands
- Ziggo, Netherlands
- TDC, Denmark
- Swisscom

Rest of the World:

- Telstra, Australia
- Optus, Australia
- Telecom New Zealand
- Vodafone, New Zealand

Of these, the operators with the clearest, most comprehensive or most detailed terms and conditions were selected for further analysis. The first eight operators selected offer comparisons with telecom providers in other jurisdictions and the latter three operators were included to give a comparison with other Channel Island utilities.

These were:

- Bell Aliant, Prince Edward Island
- BT
- Eircom
- Melita
- Optus
- Telecom NZ
- Telstra
- UK Telecom
- Guernsey Electricity
- Guernsey Water
- Jersey Electricity

The main terms and conditions of all the operators investigated have been supplied to CICRA in electronic version due to the length of the document.

Great care was taken with regard to the following variables:

- Ownership (public v private);
- Size of company;
- Monopoly situations (if any);
- The products and services to which the billing procedures apply (as far as telecoms companies surveyed, it would be important to consider primarily those that were responsible for landline services;
- Regulatory frameworks which apply.

Island Analysis was aware of best practice within current relevant frameworks such as **ISO 14452:2012**.

This particular standard covers 'all bills or statements for utility network services where there is an ongoing account relationship between the customer and the supplier, regardless of the payment used. It applies to services which are unmetered, metered at the point of delivery, or metered remotely (for example at the supplier's own premises). The standard:

- Defines the minimum requirements for billing and payment collection;

- Prevents or reduces complaints by tackling key issues;
- Ensures that suppliers assist customers by billing appropriately and consistently;
- Creates and sustains a fairer, longer-term supplier-customer relationship;
- Provides benchmarks for customer expectations;
- Allows for the implementation of smart metering technology and provision of improved customer information
- Facilitates innovation in billing, enabling suppliers to differentiate their services'

OFCOM conditions and guidelines were also consulted (Consolidated Version of General Conditions as at 22 November 2012 including annotations) to give an alternative view of how certain aspects of billing should be addressed.

In Australia, the Communications Alliance is the primary telecommunications industry body and its industry code C628:2012 was also referred to in order to broaden the international scope.

Each element of terms and conditions was assessed and, for ease of reference, colour coded as follows:

| | |
|--|-----------|
| | very good |
| | good |
| | average |
| | poor |
| | very poor |

While there will of course be some degree of subjectivity, the colour coding will enable CICRA to focus more easily on elements of best practice within different organisations. At any time, the actual terms and conditions can be read if there is judgement required.

The first section of this report contains a summary matrix showing the Island Analysis judgement of each operator's practice with regard to a particular element of the terms and conditions. This is followed by a series of tables (Pages 5 to 19) showing outline reasons behind the judgement. Primarily the judgement was based on the clarity, ease of understanding, transparency, and level of detail in the terms and conditions and not the specific content.

The next section, commencing on page 20, explores the ISO, OFCOM and the Communication Alliance's guidelines (if available) on some of the elements, together with best practice examples.

On pages 32 to 34, there are summary tables showing specific detail for three aspects:

- length of time given for a customer to pay a bill before penalties are incurred;
- late payment penalties applied; and
- reconnection charge following suspension or termination.

Finally, on page 4, there is a matrix showing the Island Analysis judgement on the clarity and equity of each operator's practice with regard to a particular element having given consideration to the terms & conditions, the bill documents and the information on the operator's website.

Best Practice Matrix of Shortlisted Companies

| | Bell Aliant PEI | BT | EirCom Ireland | Melita Malta | Optus Australia | Telecom NZ | Telstra Australia | UK Telecom France | Jersey Electricity | Guernsey Water | Guernsey Electricity | Sure | Jersey Telecom |
|---|--------------------|------------|-------------------|-----------------|--------------------|---------------|----------------------|-------------------------|-----------------------|-------------------|-------------------------|------------|-------------------|
| It is clear if there are different charges for different payment options? | Orange | Red | Light Blue | Orange | Red | Orange | Orange | Red | Red | Orange | Orange | Orange | Orange |
| It is clear if different billing options incur any charges? | Orange | Red | Light Blue | Red | Red | Light Blue | Yellow | Red | Yellow | Red | Red | Orange | Light Blue |
| Does the supplier require a security deposit or upfront payments? | Red | Orange | Orange | Red | Red | Orange | Yellow | Red | Orange | Light Blue | Red | Red | Red |
| Is there a charge for switching from paper to online billing or vice versa? | Light Blue | Red | Light Blue | Light Blue | Light Blue | Light Blue | Light Blue | Light Blue | Light Blue | Light Blue | Light Blue | Orange | Light Blue |
| When are payments generally due? | Red | Orange | Red | Orange | Orange | Orange | Orange | Red | Orange | Orange | Red | Orange | Orange |
| It is clear what the penalties are for late payment? | Red | Red | Red | Red | Red | Red | Red | Red | Red | Light Blue | Orange | Orange | Red |
| Are different customer groups charged different amounts for late payment? | Light Blue | Light Blue | Light Blue | Light Blue | Light Blue | Light Blue | Red | Light Blue | Light Blue | Light Blue | Light Blue | Orange | Light Blue |
| How are the call charges and rental fees billed? | Red | Red | Red | Light Blue | Red | Light Blue | Red | Orange | Light Blue | Red | Light Blue | Red | Red |
| Are charges made for requesting past paper bills? | Light Blue | Yellow | Light Blue | Light Blue | Red | Yellow | Light Blue | Light Blue | Light Blue | Light Blue | Light Blue | Light Blue | Yellow |
| Is it clear if itemised bills are charged for, either prior to or after a billing period? | Light Blue | Light Blue | Light Blue | Light Blue | Red | Orange | Red | Light Blue | Light Blue | Light Blue | Light Blue | Orange | Orange |
| If a direct debit fails to be honoured, is it clear what penalties may be incurred? | Light Blue | Red | Light Blue | Red | Red | Orange | Red | Red | Light Blue | Light Blue | Light Blue | Light Blue | Light Blue |
| Is it clear how rebates or refunds are dealt with? | Red | Light Blue | Light Blue | Light Blue | Orange | Orange | Light Blue | Red | Light Blue | Light Blue | Orange | Light Blue | Light Blue |
| Are there any charges for termination and/or reconnection following termination? | Red | Orange | Light Blue | Red | Red | Orange | Orange | Red | Red | Light Blue | Orange | Orange | Light Blue |
| Do the Terms & Conditions include data protection policies? | Red | Red | Red | Red | Red | Red | Red | Red | Red | Orange | Orange | Red | Red |
| Is it clear how changes to terms, services or charges are advised to the customer? | Light Blue | Red | Light Blue | Light Blue | Red | Red | Red | Red | Orange | Orange | Light Blue | Orange | Orange |
| Is there a clear billing dispute procedure? | Orange | Orange | Red | Orange | Red | Red | Red | Red | Red | Red | Red | Orange | Light Blue |

key:

Very good Good Adequate Not Stated

Summary of Selected Terms and Conditions

1. Do the Terms & Conditions clearly state whether there are different charges for different payment options?

| | | |
|----------------------|--|---|
| Bell Alliant PEI | | Not in Ts&Cs, stated on bill: no charge from supplier - some financial institutions may charge |
| BT | | Ts&Cs: £2 charge each month for anything other than DD or monthly payment plan |
| EirCom Ireland | | No charges stated |
| Melita Malta | | Supplier reserves the right to charge a payment charge if customer does not pay by DD [this is stated elsewhere as E3] |
| Optus Australia | | Ts&Cs: Payment processing fee for debit, charge or credit cards – stated in standard pricing table (part of Ts&Cs): 1%. Also payment through post office will attract account processing charge of \$1.30 |
| Telecom NZ | | Not in Ts&Cs but on website: Supplier does not charge for any payment methods, but card provider may charge between 2% and 3% for one-off credit or debit card payments |
| Telstra Australia | | Ts&Cs state that customer will be charged for paying by credit card (other than pensioners); Website states that payment is free by DD, 1% on credit cards, 2% on Diners Card |
| UK Telecom France | | Direct Debit or Prélèvement only options |
| Jersey Electricity | | No charge - supplier does not accept credit cards for payment |
| Guernsey Water | | On website and on reverse of bill: payment by credit card incurs 2% surcharge (1.8% at Post Office) |
| Guernsey Electricity | | On website: "normally" a discount of 2% for paying directly into Barclays Bank |
| Sure | | Ts&Cs refer to website: Currently £1.50 for payment by debit or credit card, £1.20 for payment at a Post Office; from 01/09/2013 there will be a charge of £1 per month all payment types other than direct debit |
| Jersey Telecom | | Not in Ts&Cs. Payment options on website and there are no charges for any options |

2. Do the Terms & Conditions clearly state whether different billing options incur any charges?

| | | |
|----------------------|--|---|
| Bell Aliant PEI | | Not on Ts&Cs: no charges |
| BT | | Paper-free billing is provided free of charge |
| EirCom Ireland | | None stated |
| Melita Malta | | Paper bills may be charged at E1.50 per month if the supplier has requested that the customer move to online billing |
| Optus Australia | | Yes - paper bills may be charged paper invoice fee if online billing is available but customer chooses not to use it (A\$2.20 on standard pricing table, which forms part of the Ts&Cs) |
| Telecom NZ | | None stated |
| Telstra Australia | | On website: \$2 fee for paper bills for "selected plans", \$2 electronic bill fee for "selected plans" |
| UK Telecom France | | Paper bills cost E1.50 |
| Jersey Electricity | | Not on Ts&Cs, but on website: £3 quarterly discount for e-billing |
| Guernsey Water | | Paper bills are the only option |
| Guernsey Electricity | | Paper bills are the only option |
| Sure | | Ts&Cs refer to website: from 01/09/2013 there will be a charge of £1 per month for paper bills |
| Jersey Telecom | | None stated |

3. Do the Terms & Conditions clearly state whether the supplier requires a security deposit or upfront payments?

| | | |
|----------------------|--|--|
| Bell Aliant PEI | | Supplier may require deposit, eg if customer has no credit history and will not provide one, has unsatisfactory credit history. There are Ts&Cs regarding deposits |
| BT | | Ts&Cs: "You may also need to pay a deposit or a payment upfront before you can receive the service or goods" |
| EirCom Ireland | | Ts&Cs: in some cases "as may be fixed from time to time" supplier may require advance payment; on website it states that all customers, unless they pay by DD, will be asked for a deposit which will be refunded after 1 year |
| Melita Malta | | In some cases, if the customer fails to meet terms of payment, supplier may enforce credit limits, request deposit or restrict services or payment methods |
| Optus Australia | | Supplier may ask for pre-payment usage charge or interim good-faith payment |
| Telecom NZ | | In some cases supplier may set credit limit or require advance payment of 12 months' worth of charges |
| Telstra Australia | | On website: Option to make an advance payment is given to customers; new customers are asked for advance payment in some cases |
| UK Telecom France | | Ts&Cs state: "Your first line rental invoice will include a one month deposit and payment in advance for the current month" |
| Jersey Electricity | | Supplier may require a security deposit |
| Guernsey Water | | None stated |
| Guernsey Electricity | | Ts&Cs: in some circumstances (details given) a security deposit may be required; on website: if customer falls behind with payments twice in 12 month period, supplier may ask for security |
| Sure | | Ts&Cs state that if results of credit check are not satisfactory a deposit may be required |
| Jersey Telecom | | Ts&Cs state that the operator reserves the right to request the payment of a surety deposit from the Customer, |

4. Do the Terms & Conditions clearly state whether there is a charge for *switching* from paper to online billing or vice versa?

| | | |
|----------------------|--|---|
| Bell Aliant PEI | | None stated |
| BT | | No charge |
| EirCom Ireland | | None stated |
| Melita Malta | | None stated |
| Optus Australia | | None stated |
| Telecom NZ | | None stated |
| Telstra Australia | | None stated |
| UK Telecom France | | None stated |
| Jersey Electricity | | Discount for online billing |
| Guernsey Water | | Online billing not available |
| Guernsey Electricity | | Online billing not available |
| Sure | | Not in Ts&Cs: on website it states that by switching from online billing to paper the customer agrees to pay the monthly charge for paper bills |
| Jersey Telecom | | None stated |

5. Do the Terms & Conditions clearly state when payments are generally due?

| | | |
|----------------------|--|---|
| Bell Aliant PEI | | Ts&Cs: charges will be considered past due thirty days after the billing date |
| BT | | Ts&Cs: "as soon as you receive your bill unless otherwise agreed by us" |
| EirCom Ireland | | 14 days from date of issue of account unless otherwise stated or agreed |
| Melita Malta | | Due date on invoice |
| Optus Australia | | Due date on invoice |
| Telecom NZ | | By date stated on bill - customer may be able to change this by request |
| Telstra Australia | | Due date on invoice |
| UK Telecom France | | 14 days after invoice date |
| Jersey Electricity | | "immediately" unless agreed otherwise |
| Guernsey Water | | On bill: within 14 days |
| Guernsey Electricity | | 21 days from date on bill |
| Sure | | Ts&Cs: state bills are payable on demand. On website and on bill it states a particular date |
| Jersey Telecom | | Ts&Cs state: Charges are payable in full on demand or as otherwise agreed with the Customer. On website it states that bills will not be chased until 21 days after date of posting |

6. Do the Terms & Conditions clearly state what the penalties are for late payment?

| | | |
|----------------------|--|---|
| Bell Aliant PEI | | Ts&Cs: Late payment charges will be calculated as set out on the customer invoice. Also, possible termination of account (if bill is >\$50 or >2 months overdue). Invoice: 3% late payment charge per month |
| BT | | £7.50 late payment charge if not paid within 10 days of reminder (7 days if pay monthly); suspension or termination after (generally) 28 days; debt collection fees if necessary |
| EirCom Ireland | | After 14 days account may be suspended and supplier may subsequently require advance payments, after 21 days account may be terminated |
| Melita Malta | | Maximum interest allowed by law, plus late payment charge of E2, possible termination of account (including disconnection fee of E20) |
| Optus Australia | | Late fees are: \$15 for amounts between \$50 and \$100, \$15 plus interest of 2% above base rate for amounts >\$100; may suspend or terminate service at cost of \$35; if third party is used to collect debt, charge is 15% of outstanding amount; may be legal fees |
| Telecom NZ | | Ts&Cs say may be charged late payment charge (specified on website but not in Ts&Cs NZ\$16 +GST) and/or interest, cost of recovering debt including legal fees and the account may be suspended, restricted or terminated (disconnection 5 days notice) |
| Telstra Australia | | Possibility of late payment fee (\$15 for overdue balances of \$100 or more), collection agency fees, suspension or termination |
| UK Telecom France | | May apply 1.5% per month, may suspend or terminate account - any overdue account paid by credit or debit card will attract 3% admin fee |
| Jersey Electricity | | If charges are outstanding for 28 days, supplier may terminate service and charge termination fee |
| Guernsey Water | | Not stated |
| Guernsey Electricity | | On website: reminder after 7 days (day 28), representative sent to address on day 42, notice of disconnection; possible installation of prepayment meter |
| Sure | | Ts&Cs refer to website. On website it states late payment charge of £7.50 for residential customers, possibility of disconnection and possibility of third party debt collection agency fees |
| Jersey Telecom | | Ts&Cs state that operator reserves right to charge interest on payments which are 30 days overdue of 3% above UK base rate. Also contract may be terminated if customer fails to pay, when due, any sum payable |

7. Do the Terms & Conditions clearly state whether different customer groups charged different amounts for late payment?

| | | |
|----------------------|--|--|
| Bell Aliant PEI | | None stated |
| BT | | None stated |
| EirCom Ireland | | None stated |
| Melita Malta | | None stated |
| Optus Australia | | Different charges for outstanding amounts >\$100 |
| Telecom NZ | | None stated |
| Telstra Australia | | Website: same for residential and business customers |
| UK Telecom France | | None stated |
| Jersey Electricity | | None stated |
| Guernsey Water | | None stated |
| Guernsey Electricity | | None stated |
| Sure | | On website: residential £7.50, SMEs £15, Corporate £75 |
| Jersey Telecom | | None stated |

8. Do the Terms & Conditions clearly state how the call charges and rental fees are billed?

| | | |
|----------------------|--|--|
| Bell Aliant PEI | | Ts&Cs: Telephone service shall be billed in arrears |
| BT | | Rental charges in advance, usage in arrears |
| EirCom Ireland | | Rental charges in advance |
| Melita Malta | | Not stated |
| Optus Australia | | Recurring charges in advance |
| Telecom NZ | | Not stated |
| Telstra Australia | | Regular charges in advance, usage in arrears |
| UK Telecom France | | Depending on the particular service provided, payment may be required in advance or collected in arrears |
| Jersey Electricity | | N/A |
| Guernsey Water | | All in arrears |
| Guernsey Electricity | | N/A |
| Sure | | Rental charges in advance |
| Jersey Telecom | | Rental charges in advance |

9. Do the Terms & Conditions clearly state whether charges are made for requesting past paper bills?

| | | |
|----------------------|--|---|
| Bell Aliant PEI | | Not stated |
| BT | | Not in Ts&Cs, but on website: £4.80 for each bill (online account holders can view past 6 months free) |
| EirCom Ireland | | Not stated |
| Melita Malta | | Not stated |
| Optus Australia | | \$5.50 on standard pricing table, which forms part of the Ts&Cs |
| Telecom NZ | | Not in Ts&Cs, but on website: Yes, NZ\$5.11 per monthly bill requested (free online bills for last 18 months) |
| Telstra Australia | | Not stated |
| UK Telecom France | | Not stated |
| Jersey Electricity | | Not stated |
| Guernsey Water | | Not stated |
| Guernsey Electricity | | Not stated |
| Sure | | Not stated |
| Jersey Telecom | | Not in Ts&Cs. On website it states that there will be a charge of £5 for copies of past bills |

10. Do the Terms & Conditions clearly state whether itemised bills are charged for, either prior to or after a billing period?

| | | |
|----------------------|--|---|
| Bell Aliant PEI | | Not stated |
| BT | | Not stated |
| EirCom Ireland | | Not stated |
| Melita Malta | | Not stated |
| Optus Australia | | If previously advised that customer requires itemised paper bills, no additional charge for itemising, if not only summary will appear on paper and full itemisation online (if online billing is available to customer) |
| Telecom NZ | | Bills are itemised - does not appear to be charged for |
| Telstra Australia | | If detailed information on Basic Telephone Service is requested, charges may be made for certain information varying from 1.1 cents per record to \$3.30 for a paper itemised bill to \$5.50 for a one-off itemised statement |
| UK Telecom France | | Not stated |
| Jersey Electricity | | N/A |
| Guernsey Water | | N/A |
| Guernsey Electricity | | N/A |
| Sure | | Not in Ts&Cs. On website it states that future itemised billing is free upon request and that a £5 admin charge will be made for one-off requests |
| Jersey Telecom | | Not in Ts&Cs. On website it states that itemised billing is available free of charge online or at a cost of £1.50 per month for paper bills |

11. If a direct debit fails to be honoured, do the Terms & Conditions clearly state what penalties may be incurred?

| | | |
|----------------------|--|---|
| Bell Aliant PEI | | Not stated |
| BT | | Ts&Cs: £10 |
| EirCom Ireland | | Not stated |
| Melita Malta | | £12 on schedule of charges, which forms part of the Ts&Cs |
| Optus Australia | | \$22 plus bank charges (on standard pricing table, part of Ts&Cs) |
| Telecom NZ | | Bank may charge late fee and supplier may charge late payment fee |
| Telstra Australia | | Ts&Cs: "If you pay a bill by cheque and the cheque is dishonoured, you must also pay us a fee of \$15.00. If you pay a bill by direct debit and there are insufficient funds in the account, you must also pay us a fee of \$10.00. These fees do not attract GST." |
| UK Telecom France | | £20 for each attempt |
| Jersey Electricity | | Not stated |
| Guernsey Water | | Not stated |
| Guernsey Electricity | | Not stated |
| Sure | | Not stated |
| Jersey Telecoms | | Not stated |

12. Do the Terms & Conditions clearly state how rebates or refunds are dealt with?

| | | |
|----------------------|--|---|
| Bell Aliant PEI | | Ts&Cs: recurring charges will be credited within legal timescales if disputed within 1 year, non-recurring charges will be credited if disputed within 150 days - amounts will include interest |
| BT | | Not stated |
| EirCom Ireland | | Not stated |
| Melita Malta | | Not stated |
| Optus Australia | | Customer account will be credited |
| Telecom NZ | | Customer should call to advise of preferred method of refund (eg cheque, bank transfer) |
| Telstra Australia | | Not stated (refunds of credit balances are paid by cheque upon request - may take 5-7 weeks) |
| UK Telecom France | | Ts&Cs: "We undertake to repay you within 30 days after examination of your complaint by way of a credit on your next invoice, if the complaint is found to be valid" |
| Jersey Electricity | | Not stated |
| Guernsey Water | | Not stated |
| Guernsey Electricity | | On website: refund anything above standard credit limit of £20 (with regular payment options) |
| Sure | | Not stated |
| Jersey Telecom | | Not stated |

13. Do the Terms & Conditions clearly state whether there are any charges for termination and/or reconnection following termination?

| | | |
|----------------------|--|---|
| Bell Aliant PEI | | Ts&Cs: Reconnection fees apply unless account was terminated by supplier error |
| BT | | Not in Ts&Cs, but on website: £12 to lift partial restrictions, £18 to lift complete restrictions, £26 to reconnect terminated line |
| EirCom Ireland | | €23.43 incl VAT reconnection following suspension or termination |
| Melita Malta | | Disconnection charge of E20, reconnection charge of E20 (schedule of charges) |
| Optus Australia | | Yes, \$35 termination, \$55 reconnection (standard pricing table) |
| Telecom NZ | | Reconnection fee - amount not stated |
| Telstra Australia | | Ts&Cs state that customer will be charged a reconnection fee: Website states the amount of \$59 (incl GST) |
| UK Telecom France | | Removal of suspension fee of E20 |
| Jersey Electricity | | Customer must pay expenses incurred in terminating and reconnecting services |
| Guernsey Water | | Not stated |
| Guernsey Electricity | | On website: Reconnection fee |
| Sure | | Not in Ts&Cs, but on website: £30 reconnection charge |
| Jersey Telecom | | Not stated |

14. Do the Terms & Conditions include data protection policies?

| | | |
|----------------------|--|------------------------------|
| Bell Aliant PEI | | Yes |
| BT | | Yes |
| EirCom Ireland | | Yes |
| Melita Malta | | Yes |
| Optus Australia | | Yes |
| Telecom NZ | | Yes |
| Telstra Australia | | Yes |
| UK Telecom France | | Yes |
| Jersey Electricity | | Yes |
| Guernsey Water | | Privacy Policy on website |
| Guernsey Electricity | | Privacy Statement on website |
| UK Telecom France | | Yes |
| Jersey Electricity | | Yes |

15. Do the Terms & Conditions clearly state how changes to terms, services or charges are advised to the customer?

| | | |
|----------------------|--|--|
| Bell Aliant PEI | | Not stated (other than "Bell Aliant reserves the right to make changes to the Terms of Service for non-tariffed services") |
| BT | | At least one month before (unless legally or otherwise obliged to make immediate changes) in writing |
| EirCom Ireland | | Not stated |
| Melita Malta | | Not stated |
| Optus Australia | | Yes - email, in person, in writing, with bill, on website, in retail outlets, by text, with 21 days' notice and 42 days cancellation terms |
| Telecom NZ | | Yes - either by email or in writing (probably with the bill) or SNS or by putting notice in major daily newspaper, at least one month in advance |
| Telstra Australia | | Yes - if it affects the customer and change is not required immediately by law or other reasons, supplier will give either 14 (for minimum impact changes) or 30 (major impact changes) days' notice |
| UK Telecom France | | 30 days before changes are made, by email or postal address and on website |
| Jersey Electricity | | Supplier will "take reasonable steps to tell you within a reasonable timescale" |
| Guernsey Water | | Supplier will keep customer informed "by the most appropriate means" |
| Guernsey Electricity | | Not stated |
| Sure | | Ts&Cs: at any time but if to customer's detriment then option to terminate is given - details of change will appear on website |
| Jersey Telecom | | Ts&Cs: notices given in writing; changes to conditions and product descriptions will be published online and at the operator's premises |

ISO, OFCOM and the Communication Alliance's guidelines on some of the elements, together with best practice examples

1. Do the Terms & Conditions clearly state whether there are different charges for different payment options?

International Organisation for Standardisation ISO 14452

For each product/service provided customers shall be provided at the outset with clear details of any additional charges associated with specific billing or payment options

OFCOM

As a matter of best practice, Ofcom also considers that it is also important that:

- bills should clearly detail the level of any non-direct debit charges as a separate line item; and
- bills should also provide information about alternative payment methods

Communication Alliance Australia C628:2012

The Supplier must offer at least one method of payment for its Telecommunications Products that is free of charges imposed by the Supplier; Billing information must be provided through one medium free of charge (e.g. via the Supplier's website or a Customer portal) for the period of up to 24 months prior to the date the Billing information request is received by the Supplier; For information requested which is older than 24 months and up to six years from the date the Customer request is received by the Supplier, the Supplier may impose a Charge for the provision of this information

Best Practice examples

BT, UK

You agree that unless you pay your bill by direct debit or monthly payment plan, you will pay a fee of £2.00 per month, if you pay your bills monthly, or £6.00 per quarter, if you pay quarterly, for payment collection and processing services. You agree to make the payment in the same manner and at the same time as you pay your bill.

Melita, Malta

Payments are to be made via Direct Debit Mandate. Should the Customer decide to pay using alternative methods Melita reserves the right to charge a Payment Charge as per Schedule of Charges (€3).

Guernsey Water - stated on reverse of bill

Payment by credit card incurs 2% surcharge (or 1.8% at a Post Office)

2. Do the Terms & Conditions clearly state whether there are different charges for different billing options?

International Organisation for Standardisation ISO 14452

For each product/service provided customers shall be provided at the outset with clear details of any additional charges associated with specific billing or payment options.

OFCOM

Suppliers incur costs providing consumers with paper bills. In our view, it is reasonable for suppliers to recover those costs. However, this charge should be set fairly and in our view should only seek to recover the costs incurred in providing the bill. We do not think suppliers should charge customers more than £1.50 per paper bill.

Communication Alliance Australia C628:2012

A Supplier must offer its Customers the ability to receive a Bill and any Billing information in a Bill Media that the Customer is able to store and reproduce. Bill Media options may include, but are not limited to, any one or more of the following Bill Media:

- paper form sent by regular post;
- email; or
- online.

If a Supplier proposes to change its Bill Media, it must inform the Customer of:

- the proposed change to the Bill Media; and
- any options open to the Customer in relation to that change.

Prior to levying any Charge for the issue of a Bill in additional Bill Media; or in Bill Media different from the Supplier's usual Bill Media for that Customer in addition to complying with clause 5.6.1, the Supplier must inform the Customer of the amount of the Charge and its method of calculation.

Best Practice examples

Melita, Malta

We reserve the right to shift our customers to an electronic invoicing system, subject to giving you reasonable prior notice. Should you then request to retain your paper bill, you may be charged a Paper Bill Charge as per Schedule of Charges (€1.50 per month).

Optus, Australia

If we have advised you that My Account online bill is available to you, and you choose to continue to receive a paper bill posted to you, we will, unless specifically stated otherwise in your pricing table, charge you the paper invoice fee (A\$2.20).

3. Do the Terms & Conditions clearly state whether the supplier requires a security deposit or upfront payments?

Communication Alliance Australia C628:2012

In the event that a Security Deposit is required by a Supplier, the Supplier must provide the Consumer with information about the terms of that Security Deposit, including the circumstances in which the Security Deposit may accrue interest, be forfeited or be repaid.

Best Practice example

Bell, Aliant, Prince Edward Island

Except otherwise stipulated in its tariffs, Bell Aliant cannot require deposits from an applicant or customer at any time unless the applicant or customer:

- has no credit history with Bell Aliant and will not provide satisfactory credit information;
- has an unsatisfactory credit rating with Bell Aliant due to payment practices in the previous two years regarding Bell Aliant services; or
- clearly presents an abnormal risk of loss.

Bell Aliant must inform the applicant or customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of Bell Aliant.

An applicant or customer may provide an alternative to a deposit provided it is reasonable in the circumstances. The total amount of all deposits and alternatives provided by or for an applicant or customer may not at any time exceed three months' charges for all services, including anticipated long distance charges. Deposits earn interest in accordance with the applicable provisions of Bell Aliant's tariffs. Whenever Bell Aliant holds a deposit it must indicate the following on that customer's monthly account:

- that a deposit is being held by Bell Aliant in connection with the customer's account; and
- a telephone number of a Bell Aliant representative to whom any enquiries regarding the deposit may be directed.

At least once per year, Bell Aliant must also indicate on that customer's account the total amount of deposits held as well as the total interest accrued on the deposits. Bell Aliant must review the continued appropriateness of deposits and alternative arrangements at six month intervals or sooner upon customer request.

When service is terminated or the conditions which originally justified them are no longer present, Bell Aliant must promptly refund the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the customer.

4. Do the Terms & Conditions clearly state when payments are due?

International Organisation for Standardisation ISO 14452

The payment due date should be at least 10 days after the date on which the bill is issued.

Communication Alliance Australia C628:2012

A Supplier must include in each Bill it issues, at least:

- the current due date for the Billed Charges and the due date for any outstanding amount

Best Practice examples

Bell Aliant, Prince Edward Island

Charges will be considered past due thirty days after the billing date.

Eircom, Ireland

Payment shall be due within 14 days from date of issue of account unless otherwise stated or agreed.

UK Telecom, France

14 days after invoice date

Guernsey Electricity - stated on bill

21 days from the date on the bill

Guernsey Water - stated on bill

Within 14 days

Manx Telecom

Within 30 days of receiving bill

5. Do the Terms & Conditions clearly state what the penalties are for late payment?

International Organisation for Standardisation ISO 14452

A clear documented policy shall be established for dealing with instances of non-payment of bills. This shall include provision of a reminder, a copy of the bill if requested, disconnection warning notices and, wherever practical, direct contact with the customer, prior to any disconnection or restriction of supply.

OFCOM

As a matter of best practice, Ofcom also considers it is important that suppliers make it very clear to consumers what the late payment charge is in advance of the consumer incurring the charge (i.e. at the point where the consumer can still avoid the charge). For example, we would expect any red bill, or reminder call, to provide this information.

Where the Communications Provider's Subscriber has not paid the Communications Provider all or part of a bill for Publicly Available Telephone Services provided by the Communications Provider, any measures taken by the Communications Provider to effect payment or disconnection shall:

- be proportionate and not unduly discriminatory;
- give due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and
- except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the service concerned, as far as technically feasible.

Best Practice examples

Optus, Australia

If you do not pay all amounts you owe us by the date the payment is due, we may charge you a late fee of:

- For amounts more than \$50 but less than \$100: \$15 (no GST payable);
- For amounts of \$100 or more: \$15 plus 2% above the prime lending rate charged to us by the ANZ Bank calculated daily on the unpaid amount above \$100 (including any late fees already incurred).

If we engage a mercantile agent, we may charge you a recovery fee of 15% of the outstanding amount. If we suspend the service because you have not paid all amounts you owe us, we may charge you a fee of \$35.

UK Telecom, France

We reserve the right to apply an interest charge to sums that remain unpaid after their due date. This interest is calculated at the rate of 1.5% per month or the maximum allowed by law. Please note that any payment for an outstanding bill by credit or debit card is subject to a 3% administration fee.

In the event of non-payment within 14 days of the due date we may suspend, cancel or terminate your services. After 21 days we reserve the right to cancel all services and apply any termination fees due under the conditions that apply to those services.

6. Do the Terms & Conditions clearly state whether itemised bills are charged for?

International Organisation for Standardisation ISO 14452

In response to a request from a customer, information on billing and prices shall be provided without charge, including further information on individual items appearing on the bill in the current or two previous billing periods.

A charge shall not be levied for the provision of information required to resolve a bona fide billing dispute in relation to the current or previous billing periods. Where a charge is levied, the fee shall be limited to the reasonable cost of providing that information and the customer shall be informed of the fee in advance.

OFCOM

As a matter of best practice, Ofcom also considers it is important that bills should clearly detail the level of any itemised or paper billing charges as a separate line item.

The Communications Provider shall provide to each of its Subscribers, on request, and either at no extra charge or for a reasonable fee, a basic level of itemised billing.

The Communications Provider shall ensure that each itemised bill shows a sufficient level of detail to allow the Subscriber to:

- verify and control the charges incurred by the Subscriber in using a Public Communications Network and/or related Publicly Available Telephone Services; and
- adequately monitor the Subscriber's usage and expenditure and thereby exercise a reasonable degree of control over their bills.

Ofcom may from time to time direct the minimum level of itemisation to be provided by the Communications.

The Communications Provider shall ensure that calls which are made from a Subscriber's telephone which are free of charge to that Subscriber, including calls to helplines, shall not be identified in the Subscriber's itemised bill.

The Communications Provider shall not be subject to this Condition in respect of any Subscriber where:

- it provides Publicly Available Telephone Services to the Subscriber on a pre-paid basis; and
- the Subscriber has an alternative means, free of charge, of adequately monitoring the Subscriber's usage and expenditure.

Best Practice examples

Telstra, Australia

We may charge you the following for itemised local calls:

- For each paper bill - ongoing (for customers on monthly, bi-monthly or quarterly billing with up to 20 services on each bill) \$3.00 plus GST;
- For each call record via the Enhanced Billing Service - ongoing \$0.01 plus GST;
- For each call record via the Online Billing Service - ongoing \$0.00;
- Once off local calls details statement (per statement) \$5.00 plus GST

7. If a direct debit fails to be honoured, do the Terms & Conditions clearly state what penalties may be incurred?

Best Practice examples

UK Telecom, France

Where an attempt to collect payment against an invoice via a Direct Debit or Prélèvement fails UK Telecom incurs substantial bank charges. We therefore make a charge to cover the costs that we have incurred for reasons that are the responsibility of our customers. There is a standard 20.00€ charge for each failed attempt to collect money properly invoiced.

Melita, Malta

Any cheque or direct debit that is cancelled or not cleared by your bank shall be subject to a Cheque Default Charge or Direct Debit Default Charge as applicable, as stipulated in the Schedule of Charges (€12).

Telstra, Australia

If you pay a bill by cheque and the cheque is dishonoured, you must also pay us a fee of \$15.00. If you pay a bill by direct debit and there are insufficient funds in the account, you must also pay us a fee of \$10.00. These fees do not attract GST.

BT, UK

We may also charge you £10 by way of compensation to us for any direct debit or cheque payments which are returned to us because you do not have enough funds in your account.

8. Do the Terms & Conditions clearly state how rebates or refunds are dealt with?

International Organisation for Standardisation ISO 14452

Clear policies shall be established, and made publicly available, as to what will happen if there is an overpayment or underpayment, including the following:

- publishing a contact number for access to staff who have the capacity, the skill and the authority to resolve the issue;
- the procedures and conditions governing refund or credit, where overcharging has occurred, incorporating a statement as to the period by which any such refund or credit will be effected:
 - in the case of a refund, this period shall be not more than 10 working days from the date of agreement that a refund will be made;
 - in the case of a credit, it shall appear on the next bill or shall be credited to prepaid accounts with notice given to the customer;
- the opportunity to pay the amount owing over a period at least equal to that in which any undercharging took place, unless the undercharge has arisen because the customer was at fault for not allowing access to read the meter: where a customer's circumstances affecting the ability to pay are made known to the supplier, these shall be taken into account when arranging the repayment period.

Best Practice examples

Bell Aliant, Prince Edward Island

In the case of a recurring charge that should not have been billed or that was overbilled, a customer must be credited with the excess back to the date of the error subject to applicable limitation periods provided by law.

However, a customer who does not dispute a bill within one year of the date of a detailed statement which shows that charge correctly loses the right to have the excess credited for the period prior to that statement. Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the customer disputes them within 150 days of the date of the bill.

A customer who is credited with any amount that should not have been billed or that was overbilled must also be credited with interest on that amount at the rate payable for interest on deposits that applied during the period in question.

UK Telecom, France

Any complaint about your invoice must reach us within 10 days. After that the invoice will be considered as accepted. We undertake to repay you within 30 days after examination of your complaint by way of a credit on your next invoice, if the complaint is found to be valid.

9. Do the Terms & Conditions clearly state whether there are any charges for termination and/or reconnection following termination?

International Organisation for Standardisation ISO 14452

A clear documented policy shall be established for dealing with instances of non-payment of bills. This shall include provision of a reminder, a copy of the bill if requested, disconnection warning notices and, wherever practical, direct contact with the customer, prior to any disconnection or restriction of supply.

All other charges and taxes, including any one-off charges applicable to the bill, e.g. connection charges or termination fees should appear on the bill.

Communication Alliance Australia C628:2012

Suppliers must ensure Customers are given adequate notice regarding a decision by the Supplier to Restrict, Suspend or disconnect their Telecommunications Service for credit and/or debt management reasons.

Best Practice examples

Melita, Malta

Any Customer who has had his Agreement terminated or disconnected and who wishes to restore his Services has to pay any outstanding amounts in his name as well as a Reconnection charge as stipulated in the Schedule of Charges (€20)

Telstra, Australia

If you ask us to reconnect your service following your suspension for failing to pay an account, you may have to pay us a reconnection fee. The amount of the reconnection fee is A\$59 (incl GST).

10. Do the Terms & Conditions state clearly how changes to terms, services or charges are advised to the customer?

International Organisation for Standardisation ISO 14452

Changes of a significant nature shall be notified to individual customers prior to implementation, and confirmed in the next bill after the change.

NOTE: A significant change is any change which impacts on previously notified prices, rebates, concessions, payment terms or the level of service provided.

Best Practice examples

Optus, Australia

We can make any type of change to a fixed length agreement or a non-fixed length agreement if:

- the change will benefit or will not adversely affect you;
- you agree to the change; or
- we reasonably expect the change to adversely affect you and give you reasonable notice of the change on fair terms and in writing:

We will give you 21 days' notice in writing of the change before the change occurs and offer you the right to cancel the service within 42 days from the date of our notice in writing. This can be in person, by mail, by email, by bill message or bill insert or, in some circumstances, by making the information available on our website or at retail outlets and informing you (in person, recorded message, text or in writing) of how to obtain the information.

Telecom New Zealand

We may alter our Services from time to time. If we alter our Services in a way that materially reduces the Service offering currently received by you, we will provide you a minimum of 10 working days' notice, and wherever possible, one month's notice, of such alterations. We will tell you about any such alterations by emailing or writing to you and by publishing the change on our website.

UK Telecom, France

We reserve the right to change our terms and conditions when necessary due to the continually evolving nature of our business. All customers will receive notice of a change either by email to the address they have provided or as a notice included with their monthly invoice. Customers will receive 30 days' notice of any change.

We will also publish any new charges on our web site: www.uktelecom.net. It is the customers' responsibility to read and understand these changes when they occur. These new charges will apply to any new services ordered from the date of publication. Your continued use of the services we provide shall constitute your acceptance of these new charges or conditions.

Specific data relating to payment terms, late payment penalties and reconnection fees

| | What is the length of time a customer is given to pay a bill before incurring penalties? |
|----------------------|---|
| Bell Aliant PEI | 30 days after billing date |
| BT | As soon as bill is received unless otherwise agreed |
| EirCom Ireland | 14 days from date of issue unless otherwise agreed |
| Melita Malta | Due date on invoice – unable to clarify |
| Optus Australia | Due date on invoice – 14 days from invoice date |
| Telecom NZ | Due date on invoice - appears to be 17 days |
| Telstra Australia | Due date on invoice |
| UK Telecom France | 14 days from invoice date |
| Jersey Electricity | Immediately unless otherwise agreed |
| Guernsey Water | 14 days |
| Guernsey Electricity | 21 days |
| Sure | Due on demand, due date specified on bill |
| Jersey Telecom | Due on demand or as otherwise agreed – will not be chased up until 21 days after being posted |
| Siminn Iceland | 20th of month following invoice date |
| Manx Telecom | 30 days after receipt of bill |
| Free France | 15 days |

| | What are the late payment penalties? |
|-----------------------------|---|
| Bell Aliant PEI | 3% interest per month. Also, possible termination of account (if bill is >\$50 or >2 months overdue) |
| BT | £7.50 late payment charge if not paid within 10 days of reminder (7 days if pay monthly); suspension or termination after (generally) 28 days; debt collection fees if necessary |
| EirCom Ireland | After 14 days account may be suspended and supplier may subsequently require advance payments, after 21 days account may be terminated |
| Melita Malta | Interest payable of maximum allowed by law, plus late payment charge of E2, possible termination of account (including disconnection fee of E20) |
| Optus Australia | Late fees are: \$15 for amounts between \$50 and \$100, \$15 plus interest of 2% above base rate for amounts >\$100; may suspend or terminate service at cost of \$35; if third party is used to collect debt, charge is 15% of outstanding amount; may be legal fees |
| Telecom NZ | Late payment charge of NZ\$16 +GST and/or interest, cost of recovering debt including legal fees and the account may be suspended, restricted or terminated |
| Telstra Australia | Late payment fee (\$15 for overdue balances of \$100 or more), collection agency fees, suspension or termination |
| UK Telecom France | May apply 1.5% per month, may suspend or terminate account - any overdue account paid by credit or debit card will attract 3% admin fee |
| Jersey Electricity | If charges are outstanding for 28 days, supplier may terminate service and charge termination fee |
| Guernsey Water | Not stated |
| Guernsey Electricity | Reminder sent after 7 days (day 28), representative sent to address on day 42, notice of disconnection; possible installation of prepayment meter |
| Sure | £7.50 late payment charge, may terminate account and may charge for third party collection |
| Jersey Telecom | Reserve right to charge interest on payments 30 days overdue of 3% above UK base rate |

| | |
|----------------------|--|
| Manx Telecom | Reminder specifying final date, may be charged late payment fee after that followed by disconnection. May also use debt-collection agency. |
| BTC Bermuda | A Customer who does not pay his or her bill by the due date specified on the bill will be subject to a late fee. Customers who fail to pay for two consecutive billing periods will be subject to service disconnection with a Charge imposed for reconnection |
| Virgin Media | You will be liable for interest or other charges. You may lose any discount we have given you. We will also suspend or cancel the services and charge you the costs of debt-recovery proceedings to recover any debt you owe under this agreement. |
| Free France | Interest on money owed has interest applied of three times the base rate (minimum charge E7.50) with possible third party recovery fees of E40 and possible suspension or termination |
| Ziggo Holland | Supplier will send a reminder, and if still not paid will charge interest from the original lapse date; third party recovery costs may be at least 15% of the amount due; suspension or termination are possible |

| | What is the reconnection charge following suspension or termination? |
|-----------------------------|---|
| Bell Aliant PEI | Reconnection fees apply unless account was terminated by supplier error (fee unstated) |
| BT | £12 to lift partial restrictions, £18 to lift complete restrictions, £26 to reconnect terminated line |
| EirCom Ireland | E23.43 including VAT |
| Melita Malta | Disconnection charge of E20, reconnection charge of E20 |
| Optus Australia | \$35 termination, \$55 reconnection |
| Telecom NZ | Reconnection fee NZ\$63 |
| Telstra Australia | Reconnection fee of \$59 (incl. GST) |
| UK Telecom France | Removal of Suspension fee of E20 |
| Jersey Electricity | Customer must pay expenses incurred in terminating and reconnecting services |
| Guernsey Water | Not stated |
| Guernsey Electricity | Reconnection fee unstated |
| Sure | £30 |
| Jersey Telecom | Not stated |
| Siminn Iceland | Reconnection fee unstated |
| BTC Bermuda | Reconnection fee unstated |
| Virgin Media | Reconnection fee unstated |

Best Practice in Billing and Payment Collection

This table shows which operators, in the opinion of Island Analysis, have best practice in selected aspects of their billing and payment procedures. Best practice, in this instance, is a combination of clarity of data and deemed equity to the customer.

In this table, the information found in the terms & conditions, on the bills and on the operator's websites has been used.

| | Very Good | | Good | | Adequate | | Not Stated |
|---|----------------------|---|---|---|--|---|--|
| Different charges for different billing options | Bell Aliant, BT | no charges for any billing options | Melita, Optus | If operator requested that customer move to online billing but customer chooses to retain paper billing, a charge is made | Telstra | Paper bills for certain plans incur billing charges | Eircom, Telecom New Zealand, Jersey Telecom |
| | Jersey Electricity | Discount for online billing | | | UK Telecom, Sure | Paper bills incur a charge (Sure: from 01/09/13) | |
| | | | Guernsey Water, Guernsey Electricity | Paper billing is the only option | | | |
| Different charges for different payment options | Jersey Telecom | No charges for any payment options | Optus, Telecom New Zealand, Telstra, Guernsey Water | Charges for credit card payment | UK Telecom | Direct debit is the only option | Eircom |
| | Bell Aliant | Operator imposes no charges but there may be charges from financial companies | | | Jersey Electricity | Credit cards are not accepted | |
| | Guernsey Electricity | Discount for paying directly into operator's bank | | | BT, Melita, Optus, Sure | Charges for anything other than direct debit payment | |
| Charges for requesting past paper bills | | | | | BT, Optus, Telecom New Zealand, Jersey Telecom | All charge approximately the same (£4.80, A\$5.50, NZ\$5.11, £5.00) | Bell Aliant, Eircom, Melita, Telstra, UK Telecom, Jersey Electricity, Guernsey Water, Guernsey Electricity, Sure |

| | Very Good | | Good | | Adequate | | Not Stated |
|------------------------------------|----------------------|----------------------------|--------------------|---|---|---|---|
| Length of time given for payment | Bell Aliant | 30 days after billing date | Eircom, UK Telecom | 14 days from issue of account | Melita, Optus, Telecom New Zealand, Telstra, Sure | As stated on invoice | |
| | Jersey Telecom | 21 days after posting | Guernsey Water | Within 14 days | BT, Jersey Electricity | Immediately unless otherwise agreed | |
| | Guernsey Electricity | 21 days after billing date | | | | | |
| Penalties for direct debit refusal | | | BT | £10 | Optus | A\$ 22 plus bank charges | Bell Aliant, Eircom, Jersey Electricity, Guernsey Water, Guernsey Electricity, Sure, Jersey Telecom |
| | | | Melita | Eur 12 | UK Telecom | Eur 20 | |
| | | | Telstra | A\$ 10 | | | |
| Charges for itemised billing | Telecom New Zealand | Bills are itemised | Optus, Sure | Free of charge if requested prior to bill being produced [Sure: £5 for one-off request] | Jersey Telecom | Free of charge online or £1.50 per month on paper bills | Bell Aliant, BT, Eircom, Melita, UK Telecom |
| | | | Telstra | Charges may be made for some itemisation up to A\$5.50 for one-off request | | | |

| | Very Good | | Good | | Adequate | | Not Stated |
|----------------------------|----------------------|--|--------------------|---|---------------------|--|----------------|
| Penalties for late payment | Guernsey Electricity | long period of notice before possible termination or installation of meter | Bell Aliant | 3% interest per month plus possible termination | Melita | Interest charged at maximum allowed plus late fee plus possible disconnection fee | Guernsey Water |
| | Eircom | Possibility of account suspension or termination | BT, Sure | £7.50 late fee, possible suspension or termination, possible debt collection fees | Optus | Late fee plus interest , possible suspension fee, third party debt collection fees | |
| | | | UK Telecom | 1.5% interest per month plus possible suspension or termination | Telecom New Zealand | Late fee plus interest , possible suspension, third party debt collection fees | |
| | | | Jersey Electricity | Possible termination with termination fee | | | |
| | | | Jersey Telecom | Interest of 3% above UK base rate plus possible termination | | | |

| | Very Good | | Good | | Adequate | | Not Stated |
|---|---------------------|--|---------------------|---|-----------------------------------|---|---|
| Reconnection charges following termination | | | BT | £12 to lift partial restriction, £18 to lift full restriction, £26 to reconnect terminated line | Jersey Electricity | Customers must pay expenses incurred | Guernsey Water, Jersey Telecom |
| | | | Eircom, UK Telecom | Eur 23 (Eircom) or Eur 20 (UK Telecom) | Bell Aliant, Guernsey Electricity | Reconnection fees apply but amount not stated | |
| | | | Melita | Disconnection charge Eur 20, reconnection charge Eur 20 | | | |
| | | | Optus | Disconnection charge A\$ 35, reconnection charge A\$ 55 | | | |
| | | | Telecom New Zealand | Reconnection charge NZ\$ 63 | | | |
| | | | Telstra | Reconnection charge A\$ 59 | | | |
| | | | Sure | £30 reconnection charge | | | |
| Notification of changes to terms & conditions | BT | At least one month before changes in writing (unless legally required otherwise) | Telstra | Operator will give either 14 or 30 days notice depending on severity of change | Jersey Electricity | Operator will take reasonable steps within a reasonable timescale | Bell Aliant, Eircom, Melita, Guernsey Electricity |
| | Optus | Many options including in writing, by email, with bill, giving 21 days notice | Jersey Telecom | Notices in writing, changes to product descriptions online and in premises | Guernsey Water | Operator will keep customer informed by the most appropriate means | |
| | Telecom New Zealand | By email or in writing or with bill at least one month in advance | | | Sure | Details will appear on the website. Customer is given option to terminate | |
| | UK Telecom | In writing or by email and on website, 30 days in advance | | | | | |

Conclusions

The terms and conditions of various telecom operators from different parts of the world were examined and a shortlist was drawn up of those Ts&Cs which either had greater detail or were easiest to understand.

Of those shortlisted, it was concluded that the most comprehensive terms and conditions were to be found at:

- Bell Aliant in Prince Edward Island,
- BT in the UK,
- Melita in Malta,
- Optus Australia
- Telstra Australia
- UK Telecom operating in France. and

The UK Telecom Ts&Cs in particular were written in plain English and were considered easiest to understand from a consumer perspective.

The operators in Australia had the greatest amount of detail in their terms and conditions and Bell Aliant, BT and Melita showed great detail in many areas.

The selected operators were a mix of incumbents (Bell Aliant, Telstra, BT) and new entrants (Optus, UK Telecom and Melita). The operators held a range of market shares in their respective regions, including: Telstra 60%, Melita 28%, Optus 20% and Bell Aliant 53%.

No judgement was made on the fairness of the terms and conditions but was purely on ease of understanding, clarity and level of detail.