



**UPDATE TO GUIDANCE ON THE PROVISION OF A PUBLIC EMERGENCY CALL SERVICE – CONSULTATION  
PAPER – CASE T-116**

**SURE (JERSEY) LIMITED – RESPONSE – 31 MAY 2024**

1. Sure (Jersey) Limited (“Sure”) is pleased to respond to this consultation and is grateful for the opportunity to review and comment on the Jersey Competition and Regulatory Authority’s (“JCRA’s”) proposed amendments to the Guidance on the Provision of a Public Emergency Call Service (“the Guidance”). We welcome the JCRA’s decision to ensure that the Guidance remains current and reflects the work of the 999 Liaison Committee (“999LC”).
2. This consultation response is non-confidential and Sure is happy for this response to be published in its entirety.
3. Whilst we are supportive of the JCRA’s proactivity in updating the Guidance, we are somewhat apprehensive about the JCRA’s proposed changes and believe certain revisions should be made before the proposed changes are finalised. Our proposed revisions are set out in our brief responses to the JCRA’s questions and include reference to the fact that we do not agree that the JCRA’s proposed changes accurately reflect Licensed Operators’ Licence Condition obligations, the 999LC’s Code of Practice nor the work of the 999LC. We also disagree with the JCRA’s suggestion that JT Global (“JT”), or any other Licensed Operator taking on the Call Handling Agent Function (“CHA”), has accountability for the actions and resourcing of that function, which is ostensibly a Justice and Home Affairs (“JHA”) function.
4. We urge the JCRA to carefully consider our proposals and make the relevant revisions before issuing the final Guidance. As always, we remain available to provide further information and feedback to the JCRA should it find that helpful.

**Question 1: Do you agree with the proposed update in Section 1 to accommodate certain points contained in the agreement between parties responsible for providing the Island’s emergency call handling service? If not, please explain why.**

We do not believe that this amendment accurately reflects how the Code of Practice is produced and maintained. The Code of Practice has been produced and issued by the 999LC – a committee of organisations that play a role in the provision of PECS in Jersey, including the JCRA, Licensed Operators, the JHA and the emergency services – and will be updated and maintained by the 999LC over time. Whilst the JHA is ultimately responsible for developing the Code of Practice, in reality it is the parties that make up the 999LC, that will do so. We propose that the JCRA adopt the wording suggested in the 999LC’s response to this consultation (with a small change proposed by Sure outlined in red):

*“The PECS Code is prepared and issued by the 999 Liaison Committee. The 999 Liaison Committee is comprised of representatives of all parties to the provision of a public emergency call service (PECS). The PECS Code details the **best practice** method of handling 999/112 public emergency calls between the Communication Service Providers (CSPs), the Public Safety Answering Point (PSAP) and the Emergency Response Organisations (EROs) in Jersey (Ambulance, Coastguard, Fire & Rescue and Police) and the relevant responsibilities of each party.”*

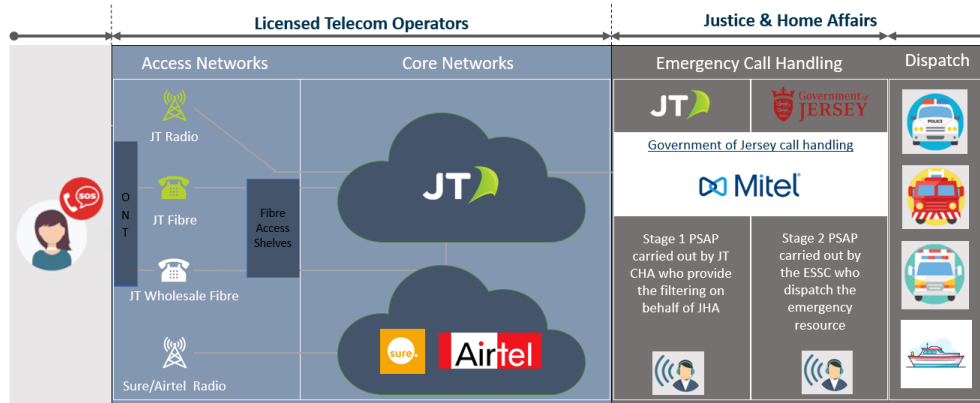
We also note that there appears to be an error in Annex A: Proposed updated Guidance paragraph 1.6. The paragraph states *“The interworking between”*, but then abruptly finishes and does not appear to be making any pertinent point. We propose that this draft paragraph 1.6 be removed from the updated Guidance.

**Question 2: Do you have any comments on the proposed update to Section 2 to restate end-to-end obligations on providing a PECS following changes in the technical platform arrangements?**

Unfortunately, we do not agree with the JCRA’s proposed amendment to Section 2 of the Guidance. The proposed updated wording is vague and goes beyond the scope of Licence Condition 14.1 which underpins this Guidance. It is therefore, in our view, not appropriate to retain the proposed wording and should be revised.

Licence Condition 14.1 of Sure’s Class II Licence states that “[t]he Licensee shall provide a public emergency call service, **being a Telecommunications Service** that enables a User at any time and without charge...” [emphasis added]. A “Telecommunications Service” is defined jointly in both Class II Licences and in the Telecommunications (Jersey) Law 2002 as ‘a service consisting in the conveyance by means of a telecommunication system (a system for the conveyance of messages through the agency of energy) of any message’. Neither Licence Condition 14.1 nor the definition of “Telecommunications Service” additionally require Class II or Class III Licensees to also facilitate for a call handling function or guarantee the technical underpinnings of that call handling function. It is therefore incorrect for the JCRA to state in the Guidance that Licence Conditions 14.1 and 14.2 places an end-to-end obligation to provide a PECS that includes a “CHA obligation”. To address this, paragraph 2.5 and Diagram 1 should be amended to reflect the fact that Licence Condition 14.1 (14.2 only refers to the use of 112 and 999 short codes for PECS) requires a Licensee to provide an end-to-end PECS where network and service elements are used to convey the emergency calls,

and no further. We consider the diagram used in the 999LC Code of Practice – to which the JCRA is a party – to be a better reflection of the scope of Sure’s Licence Condition:



Furthermore, the statement that all Class II and Class III Licensees have a conveyance obligation for which they are solely responsible is, in our view, not wholly representative of the JCRA’s true position regarding responsibility/accountability. The reality is, in fact, far more nuanced. In Section 3 of the JCRA’s Response to consultation and final Guidance, published in 2022<sup>1</sup>, the JCRA helpfully explained that it ‘appreciated that for technical, commercial, historic, and other reasons, LOs have chosen to outsource aspects of their end-to-end PECS and thus there is complexity in the attribution of responsibility’. The JCRA then provide a series of examples in which it outlines which Licensed Operators are responsible for various aspects of the PECS. For example, ‘where providing PECS over WLR, LO A will retain responsibility for the overarching PECS, but LO B will be responsible for the technical provision of the PECS as it is LO B’s network being used to provide the PECS. LO A is then responsible for communicating the availability of PECS to its customers’. We firmly believe that this nuance should be reflected in the JCRA’s Guidance as the Guidance will be taken into account in investigations and enforcement action. This amendment can be easily achieved by including the examples cited in paragraph 3.16 of the Response document within the Guidance.

To summarise, we urge the JCRA to amend paragraph 2.5 to:

1. Accurately reflect the obligation placed on Class II and Class III by Licence Condition 14.1 by removing reference to a “CHA obligation”.
2. Better explain the JCRA’s expectation of which LOs are responsible for different aspects of the PECS, including reference to the examples cited in paragraph 3.16 of the JCRA’s Response to consultation and final Guidance.

**Question 3: Do you agree with the proposed update to Section 3 incorporating guidance on the use of automated answer/response systems? If not, please explain why.**

<sup>1</sup> 999 Guidance - Response to Consultation and Final Guidance - [999-guidance-response-to-consultation-and-final-guidance.pdf \(jcra.ie\)](#)

We note that the Guidance already includes the JCRA's expectations for how a Licensed Operator should undertake the function of a CHA where it has chosen to do so<sup>2</sup>. We also note that Sure has not historically commented on the CHA section of the Guidance, primarily because Sure does not provide a CHA function in Jersey and thus decided to focus its responses on other aspects of the Guidance. However, the JCRA's proposed changes have caused Sure to contemplate the JCRA's 'CHA function' expectations more carefully and consider whether they are suitable. Unfortunately, we have some concerns that, in our view, should be addressed by the JCRA.

Firstly, and as discussed in response to Question 2, we note that the CHA function falls outside of the scope of Class II and Class III Licence Conditions; specifically Licence Condition 14. In our view, Licensed Operators only have a "conveyancing obligation" under their Licences, not an additional "CHA obligation". Given the JCRA has stated that the purpose of the Guidance is to "provide important supplemental information to LOs, clarifying **how they should go about meeting their licence obligations**" [emphasis added] and that 'this Guidance is taken into account by the JCRA during investigations of non-compliance', we consider the presence of the 'CHA function' section to be inappropriate and beyond the scope and purpose of the Guidance. We do not believe the JCRA can credibly rely on this section of the Guidance in investigations and enforcement action given no Licensed Operator has a Licence Condition obligation to provide a CHA function. We therefore suggest that, instead of including new paragraphs within the 'CHA function' section, the JCRA should remove this section of the Guidance in its entirety until such time as a Licensed Operator has a Licence Condition obligation to provide a CHA function.

Secondly, and notwithstanding our first comment<sup>3</sup>, should the JCRA retain the 'CHA function' section of the Guidance, we believe it must more accurately reflect who is responsible for the adequate resourcing and resilience of the CHA function and technology platform. As already explored, Licensed Operators are not legally obliged to provide a CHA function, and it is thus Sure's position that the JHA is responsible for the implementation, operation, and maintenance of the CHA function and the emergency service function. This is appropriately reflected in the 999LC's Code of Practice and should also be reflected in the JCRA's Guidance and the enforcement of relevant Licences. For example, whilst the CHA function is currently outsourced to JT, we understand that it is the JHA that sets the budget and targets for that CHA function, therefore directly impacting the extent to which that function is resourced and maintained. It would, in our view, be inappropriate for JT to be culpable for the JHA's inability to suitably resource the CHA function in the event that staff shortages resulted in automated voice services being used. This responsibility and accountability should be clearly set out in the JCRA's Guidance, and the JHA should be held to account where it fails to guarantee the availability of the emergency services.

Similarly, and as recognised by the JCRA, it is the JHA that owns and operates the CHA and emergency service technology platform, and thus we believe it is the JHA that should have the responsibility to ensure this technology platform is resilient and always available. The JCRA's

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<sup>2</sup> We note that no Licensed Operator is obliged to do so by their Licence, nor is there a legal or regulatory obligation on any Licensed Operator to undertake this function should they not wish to.

<sup>3</sup> We maintain that the CHA function part of the Guidance cannot be relied upon in investigations or enforcement action until a corresponding Licence Condition is included in relevant Licences.

proposed inclusion of paragraph 3.20 is, in our opinion, plainly inappropriate; if it is the JHA that owns the technology platform, we believe it is the JHA that should demonstrate to Licensed Operators and the JCRA that its platform is suitably resilient and redundant, and the onus should be placed on the JHA to demonstrate this (not have Licensed Operators take responsibility for demonstrating whether the JHA is doing its job in a manner that is in compliance with the Guidance).

Furthermore, the suggestion in the Guidance that Licensed Operators take responsibility, even in part, for the resilience and reliability of the JHA's CHA function and technology platform is entirely incongruous with the principles of responsibility applied by the JCRA to the conveyancing obligation. For example, in its Response to consultation and final Guidance, published in 2022<sup>4</sup>, the JCRA stated that when outsourcing an aspect or all of the PECS, the Licensed Operator remains responsible for the overarching PECS, even where the technological delivery of the PECS falls completely outside of its control. For consistency and credibility, this same principle must apply to the JHA when outsourcing the CHA and emergency services functions to a Licensed Operator.

To summarise, we urge the JCRA to:

1. Remove the CHA function section of the Guidance in its entirety until such time as a Licensed Operator has a Licence Condition obligation to provide a CHA function; or
2. Suitably amend the CHA function section of the Guidance to reflect the fact that the JHA is responsible and accountable for the provision, operation, resilience, and maintenance of the CHA and emergency services functions. This should be achieved by amending paragraph 3.20.

**Question 4: Do you have any comments on the proposed update to Section 3 to include a reference to the CHA / ES technology platform and clarify associated expectations on LOs?**

For the reasons stated in response to Question 2 and Question 3, we do not believe the addition of this paragraph is appropriate and should either be removed (along with the rest of the section) or amended to reflect the JHA's responsibility and accountability for the adequate resourcing of the CHA function and resilience of the technology platform.

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<sup>4</sup> 999 Guidance - Response to Consultation and Final Guidance - [999-guidance-response-to-consultation-and-final-guidance.pdf \(jcra.ie\)](#)