**Number Range Building Code of Conduct**

This Code of Conduct (hereafter referred to as “the Code”) is subscribed to by [Name] Limited whose registered number is [Number], incorporated in [Country] and whose registered office is at [Address], or for and on behalf of itself and any of its subsidiaries or holding companies, as defined by section 1159 of the Companies Act 2006 (hereafter referred to as “the Signatory” and collectively with other signatories to this Code as the same may be published from time to time on a mutually agreed website, “the Signatories”)

**Whereas**

The Signatories wish to establish a non-binding framework of mutual co-operation in regard to the building of information into their networks to allow their customers to access new Ranges allocated by Ofcom within a reasonable time frame and to provide certainty of the timing of the same, with neither penalty nor prejudice for failing to do so.

**Whereby it is agreed that**

**Definitions**

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| “Act” | means the Communications Act 2003; |
| “BT” | means British Telecommunications plc, whose registered number is 1800000 and whose registered office is 81 Newgate Street, London, EC1A 7AJ or any of its subsidiaries or holding companies, as defined by section 1159 of the Companies Act 2006 ; |
| “BT Standard Interconnect Agreement” | means the “Network Charge Change Control Standard Interconnect Agreement or “NCC SIA”, the standard contractual arrangement that allows for the connection of third party networks to the BT network; |
| “BT Retail NTS Formula” | means the pan-industry formula that is used to derive pricing for non-geographic call services interconnect payments relating to BT originating and third party terminating traffic.  This formula combines the BT retail price, BT's average level of discounts and network costs to derive a receipt to BT, or a payment to a third party; |
| “Carrier Price List” | means the price list having that name which contains charges for a BT service or facility, charges for services provided by other operators and some other charges and information; |
| “Chargeband” | means the common designation given to a Range by BT and acknowledged by industry as standard which denotes the standard amounts payable by or to Terminating Communications Providers where BT is the Originating Communications Provider for a call from a BT Retail customer and as shown and updated in the BT Carrier Price List from time to time; |
| “Chargeband Reference Data” | means such reference data as BT shall from time to time make publicly available, being data for the preparation and validation of billing information for calls; |
| “CUPID” | means Communications Provider Identity Code, (previously known as Licenced Operator Identity Codes (“LOPID”) which are a number  allocated to Communications Providers by Ofcom that is adopted or otherwise used for  administrative purposes to identify other Communications Providers; |
| “Data Management Amendment” | means the documentation and process by which Ranges are requested to be built or reconfigured on the BT network by Terminating Communications Providers as is necessary for access, routing and charging of calls; |
| “EBC Matrix” | means element based charging matrix, a data source produced by BT as part of the Carrier Chargeband Reference Data providing information on the BT circuit switched interconnection network in accordance with BT’s declared theoretical routing principles; |
| “General Condition” | means the appropriate section of the General Conditions of Entitlement as published from Ofcom from time to time under section 45 of the Act; |
| “Industry Numbering Group” | means the members of the e-mail group [numberactivation@yahoogroups.co.uk](mailto:numberactivation@yahoogroups.co.uk) or whichever successor distribution system for communicating information between communications providers on numbering as may be in use from time to time; |
| “KCOM” | means KCOM Group plc, whose registered company number is 2150618 and whose registered office is 37 Carr Lane, Hull, East Yorkshire, HU1 3RE or any of its subsidiaries or holding companies, as defined by section 1159 of the Companies Act 2006; |
| “National Telephone Numbering Plan” | has the meaning in Section 56 of the Act; |
| “NGS” | means next generation switch, the tandem switch interconnect point in the BT network where delivery of a call is expected as detailed to BT by Terminating Communications Providers in a Data Management Amendment and by BT publicly to all Originating Communications Providers; |
| “OCP Pays Transit” | means the Originating Communications Provider is liable for paying BT for the transit of the call from themselves to the Terminating Communications Provider and applies to Ranges starting 01, 02, 03, 055, 056, 071, 072, 073, 074, 075, 077, 078, 079, 0843, 0844, 0870, 0871 and 0872, as varied by industry convention or agreement, or by statement or other determination by an appropriate regulatory or judicial body; |
| “Ofcom” | the Office of Communications or if appropriate its predecessor the Director General of Telecommunications; |
| “Ofcom Number Activations Contact List” | means the list published by Ofcom at <http://stakeholders.ofcom.org.uk/telecoms/numbering/applying-activating->tele-no/number-activation , or other location as notified by Ofcom, from time to time, showing the contacts within various Original Range Holders for those responsible for the activation of number ranges on their respective Public Electronic Communications Networks |
| “Original Range Holder” | means the entity allocated a relevant Range by Ofcom under General Condition 17 and as named on any Ofcom number certificate; |
| “Originating Communications Providers” | means the Signatories which directly or indirectly connect a party making a call to a Public Electronic Communications Network; |
| “Public Electronic Communications Network” | has the meaning in part 1 of the Schedule to the notification setting the General Conditions; |
| “Range” | a block of consecutive telephone numbers as allocated by Ofcom in accordance with the National Telephone Numbering Plan; |
| “Regulated Company” | means BT or KCOM; |
| “Target Go-Live Date” | shall have the meaning ascribed to it in the Data Management Amendment; |
| “TCP Pays Transit” | means the Terminating Communications Provider is liable for paying BT for the transit of the call from themselves to the Terminating Communications Provider and applies to Ranges starting 050, 070, 076, 080, 0845, 09 and 118 as varied by industry convention or agreement, or by statement or other determination by an appropriate regulatory or judicial body; |
| “Terminating Communications Providers” | means the Signatories directly or indirectly connecting a Public Electronic Communications Network to the party allocated a Range, or to a number within a Range or in order to receive a call. |
| “Working Day” | means any day other than Saturdays, Sundays, public or bank holidays in the United Kingdom. |
| **Terms** |  |

1. Where the Signatory is also a Regulated Company, nothing in this Code shall be construed as superseding, replacing or amending any legislation, statement or determination by any relevant judicial or regulatory body applicable to the Regulated Company, in relation to the subject matter of this Code.
2. Where the Signatory is also a Regulated Company, the Signatory undertakes to use reasonable endeavours to comply with the spirit and purpose of this Code, notably the notification requirements in Clause 3, but may use mechanisms or media other than or supplementary to the Industry Numbering Group where needed to ensure equivalence or non-discrimination. For clarity, a Regulated Company that is a Signatory to this Code is neither expected nor incited to breach any condition imposed by any relevant judicial or regulatory body.
3. The Signatories acting as Terminating Communications Providers commit to submitting to the Industry Numbering Group as close to simultaneously as practicable with the receipt of the acceptance of their BT Data Management Amendment for a Range, the following information in the format prescribed in Annex 1 of this Code:

* The name of the Terminating Communications Provider and their CUPID
* For OCP Pays Transit Ranges, the hosting BT NGSs that will appear in the BT EBC Matrix, for TCP Pays Transit Ranges any information that may be useful in the efficient routeing of calls to that Range.
* The Ranges and their Chargebands
* The Original Range Holder’s legal entity name if different to the Terminating Communications Provider.
* Target Go-Live date
* Details of any test numbers and the test number response
* Contact details for the responsible person within the Terminating Communications Provider
* Where the Terminating Communications Provider has a direct interconnect in place with an Originating Communications Provider, the detail of where to route the traffic should be provided via separate means as may be agreed between such parties from time to time.

1. All Signatories acting as Originating Communications Providers commit to building Ranges on their networks, in order of preference:
   1. The BT Target Go Live Date (where the Originating Communications Provider has a direct interconnect in place with the Terminating Communications Provider, or if their network configuration and processes reasonably allow them to do so if they connect via a transit operator), or
   2. As soon as reasonably practicable after the BT Target Go Live Date, but not more than 45 working days of receipt of the request.

such as their customers can access those numbers on or before the date in question.

1. The Signatories accept that there are periods which necessitate stability in networks, such as (but not limited to) major holiday periods, major sporting events and major network engineering works where it is not reasonable to expect changes in that network to occur (“Data Freezes”), such as the building of a Range. The Signatories shall use reasonable endeavours to notify each other in advance through the Industry Numbering Group when Data Freezes may impact their ability to meet their obligations under this Code.
2. Where an Originating Communications Provider Signatory cannot meet 4a or 4b for whatever reason, it shall endeavour to inform the appropriate Terminating Communications Provider Signatory no later than seven (7) days prior to the Target Go-Live date of their own expected go-live date and to use reasonable endeavours to ensure the Range is live on that revised date.
3. Whilst the Signatories recognise that this Code does not mandate the building of a Range, should the Signatory acting as an Originating Communications Provider experience an issue with the commercial arrangements applicable to a Range being requested to be built, they will endeavour to enter into negotiations with the Signatory acting as a Terminating Communications Provider in good faith using reasonable endeavours to attempt to resolve the issues such as meeting the dates in paragraph 4 above. Nothing in this Code or paragraph shall prejudice any rights that either Signatory may have under the Act or any other applicable legislation or regulation.
4. The Signatory commits to maintaining the accuracy of the Chargeband shown on any Ofcom numbering certificate as it may vary from time to time, such as data held in the Carrier Price List and used for charging reconciles back to both the certificate and data Ofcom may publish from time to time relating to Ranges.
5. When a Signatory acting as a Terminating Communications Provider, of its own accord changes the commercial basis by which an existing Range operates (such as moving a Range to a new Chargeband, but not, for example, a change affecting multiple Signatories necessitated by the output of the BT Retail NTS Formula) it shall endeavour to notify the Industry Numbering Group of the change in advance, in addition to any notifications it is obliged or required to make under any other relevant regulation or legislation, bilateral agreements or the BT Standard Interconnect Agreement.
6. The Signatory will either
7. publish a named contact(s) or team (to include name, phone number and e-mail address as a minimum) for the escalation of numbering issues by any other Signatory, and grants permission for this information to be held and published by a third party to other Signatories to enable the proper and effective functioning of this Code or;
8. ensure that a named contact(s) or team (to include name, address phone number and fax number as a minimum) is published in the Ofcom Number Activations Contact List for the escalation of numbering issues by any other Signatory

and in either case will agree to use reasonable endeavours to, as a minimum, acknowledge, investigate and provide resolution timescales within two (2) Working Days.

1. The Signatory agrees to work in good faith with other parties as required to update this Code and processes supporting this Code, as required from time to time.
2. Nothing in this Code shall be construed or inferred as a commitment to act within any timescales or follow any process, other than those required by any judgment or determination by an appropriate regulatory or judicial body, by the Signatory with any party that is not also a signatory to this Code. Furthermore, the Signatory acknowledges that the administration of this Code by a third party shall not be construed as an endorsement of this Code by such third party.
3. Without prejudice to any future discretion, arguments, litigation, dispute complaint or engagement with a regulatory or judicial authority by any Signatory, the reasonable endeavours commitments within this Code are explicitly not an admission by the Signatory of the reasonableness, or the economic or technical feasibility or feasible timescales required to grant access to numbers in accordance with General Condition 20.
4. The Signatory may terminate their participation in this Code by providing not less than fourteen (14) days’ written notice to the administering third party and to the Industry Numbering Group. As soon as reasonably practicable, the administering third party shall remove their escalation details supplied under Clause 10 from the list hosted on behalf of the remaining Signatories.

Executed underhand by a duly authorised representative of the Signatory on [DATE]

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| Signature | Position | Date |
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**Annex 1 – Format for Notifications**

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| **Terminating Operator Name** | Gamma Telecom Holdings Limited |
| **Terminating Operator CUPID** | 31 |
| **Original Range Holder (if different)** | N/A |
| **OFCOM Allocated Ranges** | 09022 22,  09022 24 |
| **Chargebands** | 09022 22 p12 (15ppm) 09022 24 p13 (20ppm) |
| **Associated BT PoCs** | BD/TKT,BHR/LPS,BM/AZT,BM/CA,BM/JDE,BM/SIL,BS/BSN,BS/ZCN,CB/CTN,CE/CRS,CF/ILT,CL/CTR,CS/DBT,CV/AGT,CVL/MST,CY/PRD,DL/RDN,EH/BRU,EH/RBY,EX/GLD,GI/AMD,GR/CRL,GW/EMD,GW/WAL,IH/MRG,L/ABT,L/ARG,L/AXT,L/BIX,L/CRN,L/DMD,L/FLD,L/GNT,L/PLT,L/PRL,L/PYP,L/QTZ,L/RTL,L/TPZ,LE/DTL,LE/OPL,LOL/HTP,LS/AMB,LS/TQS,LV/GPM,MA/SCT,MQD/KYN,MR/JSP,MR/MLL/UA,MR/TLY,NC/WS,NG/CLT,NT/SRD,OF/DRV,PE/LZT,PR/PYT,PT/IRY,PY/AQM,RG/AMT,RG/MSN,SA/SPN,SF/SH/DB,SF/SPH,SL/CDM,SO/SHL,STK/BYL,SWP/SDT,SX/KV,SY/EUC,TW/JAC,WA/HLD,WV/BRY,YO/DA |
| **Test Number(s)** | 09022 22 7081 09022 24 7081 |
| **Test Number Response** | Recorded Announcement |
| **Contact for Test Number enquiries** | Joe Kelly  0333 240 3160 - (joe.kelly@gamma.co.uk) |
| **BT DMA target go-live date** | 06/02/2012 |
| **Notes** | N/A |