

## **BEREC Input for the contract summary template, Article 102(3) of the EECC**

**Contents**

**Background ..... 2**

**1. Request for BEREC input for the contract summary template, Article 102(3) of the EECC . 2**

    1.1. Main Elements of the contract summary template ..... 2

    1.2. Hyperlinking and Pop-ups ..... 6

    1.3. Bundles ..... 10

    1.4. Corporate visual identity and behavioural insights ..... 11

**2. Next Steps: ..... 13**

## Background

1. Directive (EU) 2018/1972<sup>1</sup> (the European Electronic Communications Code, EECC) mandates the European Commission to adopt, after consulting BEREC, implementing acts specifying a contract summary template to be used by the providers of publicly available electronic communications services other than transmission services used for the provision of machine-to-machine services.
2. On 3 April 2019, the Commission requested input from BEREC on the contract summary template. The main elements of the template include aspects such as the identification and contract information of the provider, the characteristics of the provider, the characteristics of the service, the prices, the duration of the contract, the extent to which the products and services are designed for end-users with disabilities and information to be provided about internet access services.
3. The aspects are detailed in the Annex to the Commission's letter as set out in Annex 1 to this document and BEREC was requested to provide input by 31 May 2019.
4. Please find herewith BEREC's input to the contract summary template and the aspects detailed in the Annex as requested by the Commission.

## 1. Request for BEREC input for the contract summary template, Article 102(3) of the EECC

### 1.1. Main Elements of the contract summary template

5. BEREC shares the opinion of the Commission on the importance of the new informational requirement introduced by Article 102(3) of the EECC. BEREC is of the view that the contractual information that providers of publicly available electronic communications services are required to present under the terms of Articles 5 and 6 of the Consumer Rights Directive<sup>2</sup> as well as Article 102(1) and Annex VIII of the EECC does not enable consumers to easily compare offers and services. Therefore and pursuant to Article 102 (3) of the EECC, it is necessary to identify the main contractual information and to present the main elements of the information requirements in a standardised and simple contract summary in order to make it easier for consumers to choose (among the many available) offers that best suits their needs by comparing the contract summaries. Its purpose is also to provide the key elements of the future contract.
6. BEREC is fully aware of the difficulties of summarising the main elements of a contract despite Article 102 (3) of the EECC already providing an open-ended list of elements to be

---

<sup>1</sup> Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code

<sup>2</sup> Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council

included in the summary. In fact, pursuant to Recital 261 of the EECC, the contract summary should include the “essential contract terms” in order to facilitate choice and, at the same time, it should be “concise and easily readable”. On the one hand, the contract summary should include all the contract terms considered essential to facilitate consumers’ choice; on the other hand, the contract summary should be sufficiently short, “ideally no longer than the equivalent of one single-sided A4 page” in order to not undermine its readability.

7. BEREC believes that the contract summary should not include too much detailed information (that should be already included among the information that providers are obliged to provide in accordance with the Consumer Rights Directive and Article 102 and Annex VIII of the EECC) and neither any information that is not of paramount importance to help consumers to choose among the many offers of electronic communications services available and to understand the key rights and obligations that arise from the contract.

***Commission Questions: How could the questions above [see Annex 1] be addressed in a concise and easily readable manner for comparability purposes, and taking into account that the full information will be provided in separate documentation that is also required to be provided in a clear and comprehensible manner?***

8. In light of the above considerations, BEREC is of the view that the contract summary should clearly indicate in a well specified area (preferably on the top of the template) the main distinguishing features of the provider. Indeed, the indication of the name, the address, as well as the logo, should enable end-users to immediately recognize the provider of the offer to which the contract summary refers. BEREC considers that it is also necessary to provide in the contract summary the commercial name of the offer and the telephone number (of the provider’s customer support) and/or other methods of contact available that the consumer could use in order to obtain any further information on the contract and the offer.

9. The template should indicate the main characteristics for each service provided and the main related charges. Although providers are obliged to provide full details on this information pursuant to the Annex VIII B I. (2) of the EECC, some (but not all) of this information should be included in the contract summary in order to facilitate consumers to compare the offers. In line with Article 102 (3b) and (3c) and Annex VIII B I. (2) of the EECC, regarding the main characteristics of each service and the information on prices, the template should indicate (where and to the extent applicable) only the following information:

- The types of services (e.g. fixed voice telephony service, mobile voice telephony service, mobile internet access, fixed internet access, pay TV services, add-ons such as calling line identification or answering systems, and whether roaming is included or not);

- The volumes included in the price per billing period e.g. GB, minutes, messages (SMS and MMS if separate), including RLAH<sup>3</sup>, Roaming for non-EEA destinations and FUP<sup>4</sup> along with the actual price and billing period applicable and a hyperlink to the information on additional prices and communications units;
- The minimum and the normally available download speed for fixed broadband services and the estimated maximum download speed for mobile broadband services, which would be considered a summary of the information required pursuant to points (d) and (e) of Article 4(1) of Regulation (EU) 2015/2120<sup>5</sup> ;
- The applicable prices for the services (e.g. the price for activating the electronic communications service and for any recurring – including the monthly/weekly or other periodic fees or consumption related charges);
- The price discounts, the length of the period during which they will be applied and the price after the minimum contract term, if different;
- A direct hyperlink to a downloadable document (e.g. a PDF document) that lists all the additional applicable charges/fees and services included e.g. a list of the TV Channels included in the package, if applicable.

10. Furthermore, BEREC is of the view that the contract summary should also provide information on the prices and the characteristics of terminal equipment and/or any kind of device offered in the bundle with the electronic communications service taking into account the principles detailed about information on price as set out in Annex VIII.B.2.v. Specifically, the template should include the prices at which the consumer could buy the elements of the bundle, including any terminal equipment, separately from the provider.

11. Concerning the duration of the contract, BEREC is of the opinion that the contract summary should include all the information that can in some way affect the choice of the consumer and that is relevant for the consumer to understand the rights and obligations arising from the contract. Electronic communications service providers should clearly specify the following:

- Duration of the contract (including the minimum contractual period, if applicable);
- The validity period of the offer (i.e. the date before which consumers have to subscribe the offer in order to benefit from any promotional terms);

---

<sup>3</sup> Roam like at home, according to Regulation (EU) 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications network within the Union

<sup>4</sup> Fair use policy, according to Commission Implementing Regulation (EU) 2016/2286 of 15 December 2016 laying down detailed rules on the application of fair use policy and on the methodology for assessing the sustainability of the abolition of retail roaming surcharges and on the application to be submitted by a roaming provider for the purposes of that assessment

<sup>5</sup> Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015 laying down measures concerning open internet access and retail charges for regulated intra-EU communications and amending Directive 2002/22/EC and Regulation (EU) No 531/2012

- The minimum contract term period required to benefit from any promotional terms;
- A short description of the way the penalties due in case of early termination of the contract will be calculated;
- A hyperlink to the full termination conditions and procedure to ensure efficient switching and number portability is ensured.

12. Finally, in case of offers designed for end-users with disabilities, BEREC considers the summary should specify which services are available for disabled end-users, for example, priority fault repair end-users, and text relay and provide a hyperlink to a detailed description.

***Commission Questions: Would the wide scope of applicability of these information requirements, also covering number-independent interpersonal communications services, pose additional requirements to the contract summary?***

13. BEREC cannot presently identify the need for additional requirements to the contract summary that could arise from the applicability of information requirements to providers of NI-ICS. In principle, the information required from NB-ICS providers can be required (where applicable) also from NI-ICS providers (e.g. the main characteristics of the service already outlined).

***Commission Questions: Would a single template be possible to be used for different categories of electronic communications services?***

14. BEREC believes a single template can be designed and then be adapted for the specific service / services the customer is signing up for. In general, pre-paid and post-paid offers and free services are subscribed to by distinct categories of users irrespective of the characteristics and prices of offers. Therefore, it would be desirable that the Commission design an adaptable template in order to let consumers compare offers using only the relevant template associated to the category of electronic communications services consumers are shopping for. These various adapted templates would be very similar in content and could be tailored to the relevant service.

***Commission Questions: Would facilitating comparability require other aspects than those listed in Article 102(3) to be included in the contract summary?***

15. BEREC considers that the elements listed in Article 102 (3) of the EECC are the minimum content and these are sufficient if no other charges are applicable. In some countries, over 50% of consumers will incur additional charges to the recurring monthly charge. Therefore, details of additional charges need to be brought to the consumers' attention as these charges can differ greatly between providers.

16. BEREC proposes evaluating the opportunity to include the total cost of the contract, subject to a decision by the Member State, to allow consumers where possible to compare offers. In many Member States, single play products often have multiple discounts over different periods of the duration of the contract. It is difficult for the customer to determine the

total cost for the life of the contract. How much is the customer contracted for? This is further complicated in a bundle. In one Member State, consumer research was carried out and it confirmed that the more attributes a product has the more difficult it is for the consumer to map these onto a price with precision. The research suggests that if customers were provided with details of the total cost it would greatly assist in their confidence and ability to make a decision.

17. BEREC proposes to leave space on the template where additional important information can be included by countries regarding their circumstances and particularities. For example, one Member State responded during a research that information on switching was imperative if the customer wanted to take up the offer contained in the contract summary and move to that provider, another Member State stated that information in respect to increases to the monthly subscription by a published retail price index should be included in the contract summary template where price is mentioned. In other Member States, information about switching is broadly available so there would be no need to include it in the contract summary template. BEREC - taking into consideration the list provided in article 102 (3) para a -f proposes to allow the Member States some flexibility to give some additional information in the contract summary. In some Member States additional information obligation – such as name of customer, total price for the duration of the contract – exist. The template should allow for these obligations to be provided; if such an obligation does not exist the line / field can be omitted. Along the same lines providers should be enable to omit certain lines / fields if this particular information is not relevant, i. e. fair usage policy when the provider hasn't specified the fair usage policy. This information should only be provided if applicable.

## 1.2. Hyperlinking and Pop-ups

***Commission Questions: How could consumers best be alerted to the fact that the detailed pre-contractual information is provided in other documents and that the summary presents only a limited number of elements of the full information? Could hyperlinking and/or pop-ups in contract summaries be useful in this respect? Under which conditions could they be allowed? Will this pose additional challenges to summaries provided in paper format?***

18. First of all, on the subject of raising consumers' awareness of the fact that the contract summary contains only a limited amount of information and that full information on the products and services can be found in other sources, we believe that the contract summary should make clear for consumers that its scope is to provide the most relevant pre-contractual information in order to help consumers compare the similar offers in the market and make informed decisions, on one hand, and to provide the key elements of the future contract if the consumers choose to conclude a contract based on the presented information, on the other hand.

19. According to the provisions of Article 102(1) of the EEC, before a consumer is bound by a contract or any corresponding offer, providers of publicly available electronic communications services other than transmission services used for the provision of machine-to-machine services shall provide the information referred to in Articles 5 and 6 of the

Consumer Rights Directive, and, in addition, the information listed in Annex VIII of this Directive to the extent that the information relates to a service they provide.

20. Also as set forth in article 102 (1), the information shall be provided in a clear and comprehensible manner on a durable medium as defined in point (10) of Article 2 of the Consumer Rights Directive or, where provision on a durable medium is not feasible, in an easily downloadable document made available by the provider.

21. That is why we suggest to include the following introduction in the contract summary:

- This document summarises the key elements of the contract and the associated costs and is to facilitate the comparison of offers in the market;
- Should you wish to proceed with the offer full details of the contractual terms must be provided to you on a durable medium before you are bound by the offer;
- If you accept the offer the summary document shall form an integral part of the contract and can only be altered with the express agreement of the parties;
- Other information about the offer is available on [name of the provider] website and/or at your request.

22. Concerning the possibility to use hyperlinks and/or pop-ups in the contract summary for the provision of information that cannot be contained in that template, we believe that, when assessing if hyperlinking can be a useful tool, the provisions of Article 102(1) of the EECC should also be taken into account, in order to have a logical and simple mechanism that links the different pieces of information the provider has to give consumers before they are bound by a contract and the means of conveying them.

23. Therefore, taking also into account that according to Article 102(4) of the EECC the information that ECS providers should convey to consumers in accordance with Article 102(1) and (3) of the EECC shall be part of the contract and shall not be subject to alteration, we believe that those pieces of information that cannot be included in the contract summary will be provided on a durable medium or, where provision on a durable medium is not feasible, in an easily downloadable document made available by the provider.

24. Taking into account all of the above, on the possibility to use hyperlinks in order to provide consumers with detailed information on the offer they are interested in, we believe they can be useful tools which could meet the requirements of the EECC under certain conditions.

25. As the contract summary has to be concise and easily readable, only some pieces of information could be actually included in this document and this can be misleading for consumers. In this respect, a mere reference to the fact that the contract information is completed by some other documents/information may not be enough. In BEREC's opinion, hyperlinks might be used to indicate the documents/articles of the contracts (in PDF format) on the provider's website where the full information on topics such as

- Tariffs for international destinations/roaming calls outside EEA;



- Additional features of terminal equipment and unlocking charges;
- International Destinations, RLAH and Block Roaming;
- Termination policy and procedure etc. (other than a short description of the way the penalties due in case of early termination of the contract will be calculated, as previously stated on point 11) is available to consumers;
- A list of all TV channels that are included in the contract;
- Information on available remedies in circumstances where QoS levels are not met.

26. A hyperlink that leads only to a section of the provider's website and not to a PDF document (that is more stable) could not meet the requirements established by the EECC. However, as long as the hyperlink leads to a durable medium or an easily downloadable document where the rest of the information could be found, the requirements of the EECC could be met.

27. Another aspect to be considered is the means by which the consumers receive the summary information: electronically, in which case the hyperlinks are very useful, or in a paper format, in which case a clear indication of the direct links or/and the relevant website sections or documents that contain the full information would be helpful. BEREC recommends the Commission to take into account that for some categories of consumers who do not use the internet regularly (such as elderly people), the paper format for providing the information may be the only viable option. In those cases, alternatives to a hyperlinks for further information must be considered (such as annexes to the template also in paper format)

28. As for other requirements to be met when using hyperlinks in the contract summary, in BEREC's opinion these hyperlinks should lead to documents with a clearly expressed period of validity. The information to be accessed via these links should be preferably at one-click distance. For the paper format, short and suggestive links (paths) are desired – e.g. <https://www.nameofprovider.com/pricelist/>.

29. Please see below the table with all the suggested hyperlinks to be included in the contract templates proposed by BEREC:

<b>Contract information</b>	<b>summary</b>	<b>Document/website section containing complete information</b>	<b>Comments</b>
X international calls and SMS included in the tariff plan (fixed and mobile)		Hyperlink to the information on additional prices and communications units – for example, all the destinations/prefixes included in the tariff plan	BEREC considers it would be useful to include a hyperlink to the information about prices applicable for international calls and SMS
Roaming 1. not enabled		Hyperlink to Fair Usage Policy (FUP) for roaming if applicable	If the tariff plan is not roaming enabled BEREC suggests to have explicitly this piece of information in the contract summary. Otherwise

<p>2. enabled</p> <p>RLAH – minutes/SMS/MMS/data used from domestic resources taking into account FUP</p> <p>Roaming for non-EEA destinations</p>	<p>Hyperlink to the price list for non-EEA destinations if applicable</p>	<p>the consumers may expect that all tariff plans are roaming enabled and they can use at least RLAH</p> <p>Regarding RLAH, BEREC considers it would be useful to include a hyperlink to the information about FUP.</p> <p>As regards roaming for non-EEA destinations, a hyperlink to the full price list may be helpful.</p>
<p>Terminal equipment - brand, type, included in the bundle or purchased/rented separately with the applicable once off/monthly charge</p>	<p>Hyperlink to additional features of the equipment and unlocking charges</p>	<p>For instance technical features such as dimensions, weight, display features, platform memory, camera features etc.. Those features are usually available on the websites of ECS providers that sell bundled equipment</p>
<p>Out of bundle charges, other fees</p> <p>Additional services billed separately (e.g. calling line identification, answering systems).</p>	<p>Hyperlink to full price list</p> <p>Type of calls and services not included in flat rates</p> <p>Procedure to withdraw from additional services</p>	
<p>Termination policy</p>	<p>Hyperlink to full information about the conditions and procedures of terminating the contract</p>	<p>It may be a lot of information to be included in the contract summary</p>
<p>TV package</p>	<p>Hyperlink to full list of the channels included in the package</p>	
<p>Remedies in case of continuous and regularly discrepancy between the actual performance of the internet service</p>	<p>Hyperlink to the full information about measurement procedures and available remedies should also include any other QoS levels are not met</p>	
<p>Additional features for end-users with disabilities</p> <p>Priority fault repair available to qualifying users with disabilities ✓✗</p> <p>Text relay available ✓✗</p>	<p>Hyperlink to a detailed description of the features available</p>	<p>In case of offers designed for end-users with disabilities, BEREC considers the summary should specify which services are available for disabled end-users, for example, priority fault repair end-users, and text relay and provide a hyperlink to a detailed description</p>

Other to be listed as relevant ✓ ×		
---------------------------------------	--	--

### 1.3. Bundles

***Commission Question: What would be the additional aspects to be taken into account for bundles for a) – f) in section 1?***

30. In the majority of bundles, the information pertaining to a), d), e) and f) in section 1 are similar in the content for each service, so no additional information is required for each service within the bundle.

31. The main differences between bundled services exist in b) and c) of section 1:

b) Which are the services provided?

The features provided are definitely different for each ECS service within the bundle in each Member State. The services provided for TV, Broadband, Mobile are different and will require to be listed as such in a contract summary. Also other, possibly quite diverse, services bundled with the IAS or NB ICS, will need to be included in the contract summary even if it's not ECS. This will generally relate to the name of the service and details of what is included in the service.

c) How much does the consumer pay for activating the service?

How much are the recurring charges? How much are the consumption related charges? (Taking into account the detailed information requirement in Annex VIII B li (2) of 1. differ for each service.)

The activation and recurring charges and consumption related charges for bundled services are different in some Member States and therefore are listed separately in the customer's contract. In other Member States, the customer is charged one charge for the bundle and the individual charges are not itemised in the customer's contract or in the customer's monthly bill. Finally, in some Member States, the customer is charged an overall charge for certain services of the bundle and is charged differently for other elements. For example, the customer is charged an overall amount for TV and broadband but a different charge for mobile. Another example - the customer is charged an overall charge for TV, Broadband and Mobile but different activation fees apply for different services.

In line with point 10 of this document, and taking into account the principles detailed about information on price as set out in Annex VIII.B.2.v., services providers shall indicate the price of elements of the bundle to the extent they are also marketed separately.

As explained in point 16, the provider should always indicate the total price for the bundle.

32. The template should therefore be flexible enough to cover all possible scenarios and services bundled with IAS or NB ICS.

***Commission Question: How could these be taken into account while keeping the aim of the facilitating comparability and the indicative lengths of the template (indications in recital 261 of the EECC)?***

33. BEREC has drafted initial templates that incorporate the different scenarios outlined above. If there are different recurring, activation and consumption charges, they are included in the summary template in the designated field. If they do not differ for each service, the designated fields are not filled in the contract summary. The recital anticipated that where there are a number of different services bundled into a single contract the contract summary could be up to 3 single-sided A4 pages.

***Commission Question: Would a single template be possible to be used both by stand-alone offers and bundles?***

34. A single template that can be adapted is possible and recommended to be used by both stand-alone offers and bundles.

## **1.4. Corporate visual identity and behavioural insights**

35. At the workshop on a contract summary template organised by DG CONNECT (14 February 2019), aspects related to individualisation and branding of a contract summary were discussed. The providers' representatives highlighted the importance of a template that is flexible, not too detailed and allows for branding. The consumers' representatives and the Joint research Centre of the EC (Joana Sousa Lourenco) highlighted the importance of easy comparability for facilitating consumers' choice.

***Commission Questions: Are there aspects related to corporate branding and visual identity that should be taken into account in contract summaries? Should aspects of behavioural insights be taken into account for designing a contract summary template? How could they concretely be taken into account in the design of a contract summary template, for example, on layout, headings and their sequence, symbols, icons, colours and font size?***

36. BEREC is of the view that the contract summary template should allow corporate visual identity to be taken into account to a certain and previously specified extent, but at the same time flexibility should be limited so that easy comparability of the offers is ensured.

37. The purpose of the template is to sum up the contract and to facilitate consumer's choice. The integration of corporate branding into the template would on the one hand make its take-up more acceptable for the companies, and, on the other hand, it will also be beneficial for the consumers, since it will make it easier for them to recognize the service provider the template belongs to.

38. What should be incorporated into the template is the brand/business logo of the company, but the place and its maximum dimension should be specified in advance e.g. it could be placed top right, considering a maximum height of 30 mm and width of 50 mm.

39. The service provider should also be allowed to use their corporate colours.
40. When selecting the intensity of the colours, it should be ensured that the information is readable and that there is sufficient contrast to the colours used to fill the tables.
41. The font size should be 12/14pm for headings and 10/12 pt for the information below these. This is considered the best font size for comfortable reading generally. A person's speed of reading increases as the size of text is increased.
42. Easy to read fonts – Calibri, Arial, Verdana, Gills Sans MT, Tahoma, Helvetica – should be used. This is in line with the European Standard for making information easy to read and understand.
43. Taking into account behavioral insights pointing to the importance of a common layout structure in order to ensure comparability, the fact that consumers will not read more than one page and most probably will pay more attention to the information that is listed in the upper part of the page, the Implementing Act should specify not only the content that is to be provided but also the sequence of the respective headings of a contract summary template fitting into one DIN-A4 page.
44. BEREC would recommend that a practical instruction document is issued explaining the design of the contract summary template in more details and giving further instructions on the font, font size, colours etc. to be used, any accessibility requirements and/or guidelines, as well as on what ECS providers are required to include in each item. (e.g. the normally available and estimated maximum download speed, the type of once off charges to detail in the applicable box and the way the contract duration and term should be indicated, etc.).
45. The Implementing Act should also make clear that only the specified elements should be part of the contract summary and that no further marketing or other information ordinarily sent to the customer should be included, with the exception of the additional space that is provided for the purposes outlined in paragraph 17.
46. The format and the order that the information is provided should not be altered in any way.
47. These requirements should be set in a more binding document than a practical instructions document.
48. Apart from that, it would be useful to specify how the contract summary is to be made available to the consumers.
49. According to Article 102 (3) of the EECC, a contract summary shall be provided free of charge to consumers, prior to the conclusion of the contract, including distance contracts. Where, for objective technical reasons, it is impossible to provide the contract summary at that moment, it shall be provided without undue delay thereafter, and the contract shall become effective when the consumer has confirmed his or her agreement after reception of the contract summary.

50. Consumers must have sufficient time to assess the information and to take it into account in their purchasing decision. Aiming at facilitating consumers' choice, the provider shall expressly draw the consumer's attention to the availability of that document.

51. This is the case when it is handed out in printed form when seeking advice at the business premises or if it is very clearly visible in the area where consumers would search for information on the provider's products.

52. Contract summaries shall also be provided to consumers when concluding any off-premises contracts, e.g. doorstep selling. In such cases, consumers must also have sufficient time to assess the information provided. Contract summaries must be provided free of charge and without undue delay during doorstep selling. This is also required in order not to circumvent consumers' right of withdrawal.

53. For offers on the internet, contract summaries shall be provided for download on a durable medium (e.g. as a PDF) before a contract is signed. They shall be placed at an easily accessible part of the website on which consumers would search for information on the provider's products. It is not sufficient to place them only at the level of the tariff details or at lower levels – for example, where the general terms and conditions are made available.

54. If consumers are offered the product on the telephone, they must be given the opportunity of receiving the contract summary by post or electronically following the conversation. Contract summaries shall be provided free of charge and without undue delay for distance contracts. This is also required in order not to circumvent consumers' right of withdrawal.

## **2. Next Steps:**

55. BEREC recommends that before the contract summary template is finalised by the Commission, it is tested and discussed with ECS providers and relevant consumer experts and representatives, as well as representatives of end-users with disabilities.

56. It is also recommended that the finalised contract summary template is tested with sufficient real life examples and with sufficient offers from different Member States.

57. BEREC is available to assist the Commission and can provide a sample template already drafted, if required.

58. BEREC is also available to assist the Commission further when testing and/or when consulting with all stakeholders.