

**BEREC Response to the Commission's
Public Consultation on the
contract summary template for electronic
communications service providers.**

9 September 2019

1. Background

1. Directive (EU) 2018/1972¹ (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. The Commission published a consultation for feedback on the draft act for the contract summary from 12 August 2019 - 09 September 2019 (midnight Brussels time).
3. The Commission published two documents, i) the draft Commission Implementing Regulation (EU) establishing a template for the contract summary to be used by providers of publicly available electronic communications services pursuant to article 102(3) of Directive (EU) 2018/1972 of the European Parliament and of the Council and ii) a draft Annex to the Commission Implementing Regulation.
4. Please find herewith BEREC's input to the draft Commission Implementing Regulation.

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

2. Draft Implementing Act

General Comments

5. There is a discernible contrast between the detailed provisions of the recitals and the terse provisions of the Articles. While the Annex mentioned in Article 1 appears to be intended to incorporate by various headings, and in a general way, the contents of the recitals, there appears to be significant scope for inconsistent approaches to completion of the template across providers as the draft implementing act is not a detailed document and even the instructions that accompany it do not appear to be mandatory in nature.
6. BEREC considers that it would have been preferable to specify within the provisions of the Articles themselves, many of the details that appear only in the recitals, to make it clear to providers exactly what was to be entered into the contract summary, to set the appropriate expectations for consumers as to their rights and to better ensure the consistent application of the regulation across Member States.

Article 1

7. Article 1 prescribes the template to be used “when providing the contract summary to consumers” (BEREC underlines). It is unclear to BEREC what the requirements are for the template providers are obliged to provide to customers that are microenterprises or small enterprises or not-for-profit organisations². Are Member States free to define a template for this category of end users? Or does the Decision apply *mutatis mutandis* to them?
8. BEREC requests the Commission to provide clarity on this matter.

Article 2 and 3

9. BEREC welcomes the clarification made by the Commission with respect to the format of the template. However given the fact that according to Directive (EU) 2018/1972, recital 261, the contract summary shall facilitate comparability in order to support the choice of consumers, BEREC still has some concerns regarding meeting this regulatory goal.
10. BEREC is concerned that the Commission has not prescribed a standardised template using a table / format that providers must adhere to. While BEREC notes that Article 2 and 3 of the Implementing Regulation require providers to adhere to the formatting prescribed, i.e. the headings, the order of the headings and that it cannot exceed on one A4 page (unless duly justified), the contract template will still look very different from one provider to another if not using a

² See Art. 102(2) “2. The information referred to in paragraph [...] 3 [...] shall also be provided to end users that are microenterprises or small enterprises or not-for-profit organisations, unless they have explicitly agreed to waive all or parts of those provisions”]

standardised template. The purpose of the template is to facilitate ease of comparability from one provider's product offering to another. If a template is not standardised in full format it will be very difficult for the consumer to compare like for like. For example if the template is not standardised, headings could be displayed horizontally, in order, going from left to right in one providers contract summary and listed vertically in another providers contract summary. Thus if headings are positioned in completely different locations on the A4 page from one contract summary to another, consumers would have to "locate" each piece of the comparable information. BEREC has the same concern with regard to the more precise content after each heading, especially with regard to the services included in a bundle, to be listed under the heading "Service[s and equipment]". For more details, see our comment below on the Draft Annex, section "Service".

11. BEREC has included two contracts containing the information included in the contract summary. The headings are listed vertically in both contracts but as the format is not standardised the customer will have to locate the relevant headings for comparability.
12. The Commission organised a workshop in February 2019 that commenced discussions on the contract summary template. Consumer policy (E1), DG Justice and Consumers, European Commission presented their fee information document that all banks are mandated to use when providing a consumer with a quote. That template can only be altered by the banks logo, other than that the contract summary is standardised and cannot be deviated in anyway. It also cannot include any other marketing or other visuals. This template, attached, makes it very easy for a consumer to compare like for like when choosing a bank.
13. As pointed out during the same workshop, a standard template table / format would also allow for more comparability of the contract summaries of different providers for vulnerable users including those with disabilities.
14. In order to ensure comparability between electronic communications service offers, the layout of the contract summary should include clearly distinguishable headings under which the different elements should be grouped. To facilitate understanding and a swift identification of important information by the consumers, the relevant elements under each heading should be presented in table format.
15. It is also cause for concern that some of the rules set out in the Implementing Regulation seem to be rather subjective and may give rise to different interpretations. For example, what should be considered as a short sentence (recital 4), whether a particular font is easily readable (Article 2.1), which are commonly used fonts (recital 5) and decorative fonts, at what point do the use of visuals affects readability (Article 2.3) or the fact that a minimum of 10 points for font size is a reference to be applied "normally" (Article 2.2)?. These formulations leave room for interpretation and therefore could lead to legal

uncertainty for the NRA's when implementing and enforcing the Implementing Act.

16. BEREC proposes the opportunity to include the total fixed cost of the contract, subject to a decision by the Member State, to allow consumers, where possible, to compare offers based on that factor as well. In many Member States, single play products often have multiple discounts over different periods to the duration of the contract. It is difficult for the customer to determine the total cost for the life of the contract. How much has the customer contracted for? Answering this question is further complicated in a bundle, where consumers would benefit from being able to compare the price of the bundle to the cost of purchasing the elements separately. In one Member State consumer research was carried out by *The Economic and Social Research Institute (ESRI), PRICE Lab: "An Investigation of Consumers' Capabilities with Complex Products"*. The output of that research 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 consumers were provided with details of the total cost it would greatly assist in the confidence and ability to make a decision.
17. BEREC attaches two sample offers of broadband, TV and Phone in Ireland. If these offers were transferred to the contract summary, it would be difficult for the consumer to easily calculate the monthly price for the duration of the contract due the various discount offers that apply for different durations, i.e. 1 month, 3 months, 6 months and 12 months. While one offer states the monthly cost after all the discounts offers expire and the other offer states the monthly cost when all discounts are applied, it is difficult for the consumer to calculate the total cost for the duration of the contract due to discounts expiring at different times. In some Member States, bundles are the norm, particularly with the scenario attached.
18. Article 102(3) of the EEC requires the provision to consumers of a concise, easily readable contract summary. The summary must identify the main elements of the information requirements in accordance with paragraph 102(1). Those information requirements include the information in Articles 5 and 6 of Directive 2011/83/EU and in addition the information in Annex VIII of the EEC to the extent that it relates to a service they provide. While a 'minimum' list of those main elements is contained in Article 102(3), it is expressly prefaced by the words "at least," reflecting clearly that it is not an exhaustive list. That this minimum list refers, at item (c), to "prices for any recurring or consumption-related-charges" does not displace the requirement that the main elements of the contract be considered in light of the information referred to in Article 102(1).
19. As stated, Article 102(1) refers to Articles 5 and 6 of Directive 2011/83/EU. Articles 5 and 6 (for on-premises, off-premises and distance contracts) provide that before the consumer is bound by a contract the trader shall provide the consumer with specified information in a clear and comprehensible manner, if that information is not already apparent from the context. That information includes:

i) Article 5(c), [on-premises contracts] - the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;

ii) Article 6(e), [off-premises and distance contracts] - the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable. In the case of a contract of indeterminate duration or a contract containing a subscription, the total price shall include the total costs per billing period. Where such contracts are charged at a fixed rate, the total price shall also mean the total monthly costs. Where the total costs cannot be reasonably calculated in advance, the manner in which the price is to be calculated shall be provided.

20. It is therefore clear that the consumer must know the total price of the goods or services before they are bound. In terms of comparability, it is difficult to conceive of there being any more significant comparable items than price for the consumer. A price that involves different promotional prices for different periods for different aspects of a bundle over the course of a minimum contractual term will be extremely difficult to compare with a flat monthly price, particularly if the latter is for a different minimum term. Indeed, the 'cost per billing period' may actually be misleading as it may vary significantly over the lifetime of the contract.

21. In such circumstances, the total price of the goods or services is not only a main element of the information requirements of Article 102(1), but is likely to be the main element. The purpose of the contract summary template is to facilitate comparability. Absent the total price of the goods or services the template will be deprived of real utility for many consumers.

22. BEREC believes that the examples of consumer contracts provided bring sharply into focus the necessity for the provision of the total price of the goods or services as a main element of the Article 102(1) information.

23. Based on the arguments put forth, BEREC proposes the following amendments to the draft text:

The total price of the contract might be included subject to decision by a Member State.

24. The use of hyperlinks or direct web addresses should be incorporated in the related sections of the template to provide additional information to the consumer so as to enable the consumer to review further information easily. Some of the relevant information can be difficult to find from the providers home page. All the relevant information is generally under different sections of the web site. Therefore the use of hyperlinks or direct links will assist the consumer in accessing all the necessary information required before making their decision. It should also be noted that, as BEREC stated in its previous input³, a hyperlink and direct links 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.
25. Based on what precedes BEREC proposes the following amendments to recital 7:

Recital 7. ~~The use of visuals, such as symbols, icons and graphics or the use of hyperlinks or pop-ups should not adversely affect easy readability and should not be intrusive or distract the consumer's attention from the content of the main document.~~ Hyperlinks or direct links to futher useful information shall, where applicable, be incorporated in the related sections of the template to indicate the documents/articles of the contracts (in PDF format) on the provider's website where the full information is disclosed on topics such as, if applicable

- Tariffs for international destinations/roaming communications outside EEA;
- A central price list of additional fees and services that apply
- Additional features of terminal equipment and unlocking charges;
- International Destinations included in the bundle, RLAH and Roaming outside the EU;
- Sercices/communications eventually blocked (as long as in accordance with the existing legal provisions);
- 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 is available to consumers);

³ BEREC input BoR (19) 81 from 31 May 2019

- 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. The contract template should stipulate that only the specified elements should be part of the contract summary and that no further marketing or other information ordinarily sent to the consumer can be included. The contract template should be the first piece of communication and not buried amongst other information. The other side (back page) of the contract summary template shall be left blank, without prejudice to the cases where the template can exceed one single A4 page.

Format of the Contract Summary Template:

27. BEREC agrees a clear distinction between headings and easily readable text is necessary. A minimal font of 10 points for text seems adequate. However, to ensure clear distinction and maintain readability, headings must be a maximum of 2 points bigger than the rest of the text and be printed in bold. Margins need to be kept at least 1, 5 cm from the borders of the A4 for reasons of readability and printability.

28. Based on that, BEREC proposes the following amendments to the draft text:

Recital 5: The easy readability of a font depends on various factors, and includes the relation between viewing distance, the character height and whether the font size is easily enlarged when provided electronically. When read from a close distance, a font size of at least 10 point should be considered easily readable for many consumers. Headings should be distinguishable also by increased font size. Commonly used fonts (Calibri, Arial, Verdana, Gills Sans MT, Tahoma, Helvetica) should be used and decorative fonts should be avoided. Easy readability should also be ensured by using sufficient contrast between the font and the background, especially when using colours.

Article 2 sub 1: The contract summary shall not, unless duly justified, exceed the equivalent of one single –sided A4 page with at least 1, 5 cm margins when printed with an easily readable font.

Article 2 sub 5: Headings shall be distinguishable from the text by printing them bold and at a maximum 2 points larger than regular text.

29. Regarding minimum font size, it is questionable that a 5-6 (as mentioned in recital 6) point should be considered a legible size (recital 6).

30. Additionally, BEREC notes that rules on headings seem to be spread through several paragraphs, namely article 2 (2) and (5) and article 3, and that some of the requirements seem to be repeated.

31. Lastly, it is not clear when and before which entity will providers need to justify exceeding an A4-page for the template or the reduction of font size – upon request by the NRA?

Speed of the internet access service

32. BEREC welcomes the clarification made by the Commission concerning the relevant elements to be specified in the contract summary with respect to the speed of the internet access services. Nonetheless, and given the fact that according to Article 4(1)(d) of Regulation (EU) 2015/2120 in the case of mobile services a contract should specify the “estimated maximum and advertised download and upload speed”, it should be the “estimated” download speed in the case of mobile services that should be indicated in the contract summary. Furthermore, for the fixed internet access services, the minimum download speed should also be indicated in addition to the normally available download speed. The indication of the minimum and normally available speed for fixed services and the estimated download speed in the case of mobile services had also been suggested in the BEREC input BoR (19) 81 from 23 May 2019.
33. Article 102(3)(f) of Directive (EU) 2018/1972 referring to Article 4 of Regulation (EU) 2015/ 2120 foresees that providers shall ensure that any contract which includes internet access services specifies the respective download speed. Regulation (EU) 2015/ 2120 does not foresee any exception. However, the proposed draft Implementing Act grants the possibility to alter this prescription (recital 14) “where the speed is customarily given only after the exact location of a consumer is known, a speed range could be given“, also in Annex, Part B / Instructions page 2, “where justifiable, a range of speed can be given“. BEREC believes such an exception would counteract the goal of the Directive to provide transparent and up-to-date information to the consumer and the BEREC Guidelines on the Implementation by National Regulators of European Net Neutrality Rules (BoR (16) 127), as indicated in paragraphs 140,153, 155 and 156 of the Guidelines.
34. It seems worth mentioning that Article 102(3) foresees that 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. Therefore, if the contract is only effective after all the information has been provided, this provision consolidates the rights granted to the end-user by Article 4 of Regulation (EU) 2015/ 2120 while taking into consideration any technical problems encountered by providers in order to provide the contract summary in a timely manner.
35. Based on that, BEREC proposes the following amendments to the draft text:

Recital 14: Article 4(1) (d) of Regulation (EU) 2015/2120 of the European Parliament and of the Council requires a contract which includes internet access services to specify also a clear and comprehensible explanation of the

minimum, normally available, maximum and advertised download and upload speed of the internet access services in the case of fixed networks, or of the estimated maximum and advertised download and upload speed of the internet access services in the case of mobile networks. For the purposes of the contract summary, Article 102(3) (f) of Directive (EU) 2018/1972 requires a summary of that explanation to be included in the contract summary. The summary should include the minimum and the normally available download speed for fixed internet services and the estimated maximum download speed for mobile services.~~[...] Where the speed is customarily given only after the exact location of a consumer is known, a speed range could be given.~~

Availability of the Contract Summary:

36. It is unclear at what point the contract summary will be made available to the consumer and in what medium it will be provided to the consumer. It should be available to the consumer when reviewing different offers in the market place regardless of whether the review is online, over the phone or in a store. It should be made available once the customer has selected their preferred offer and chosen their services. It should be made clear in the Implementing Act that the goal of the contract summary is the comparability of different contractual offers for the end-user and not – as suggested by some providers – to give an overview of marketed products.
37. The Implementing Regulation should make it clearer when the contract summary must be available. In order to facilitate comparability, the template should already be available in the orientation phase. If it's necessary that the location of the customer is known to provide the applicable contract summary, a postal code can be required (without a house number in order to facilitate privacy of the customer) in the orientation phase.
38. Furthermore, the Implementing Act lacks clarification on the method of providing the contract summary to the customers. When a provider decides to only provide it by postal service or e-mail service, privacy sensitive information can be gathered during orientation phase however in the case where a customer signs up instore the contract summary must be available instore. Therefore BEREC advises the Commission to ensure in the Implementing Act that the contract summary must be, at least, available online for download and in a printable format, for example pdf.
39. Based on that, BEREC proposes the following additions to the draft text:

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.

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.

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.

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.

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.

If consumers are offered the product on the telephone, they must be given the opportunity of receiving the contract summary electronically or shortly after the conversation, or by post 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.

3. Draft Annex:

40. The Annex, Part B – *Instructions for completing the summary*, general part, states that the service or brand name of the ECS offer shall be immediately above the “Contract Summary” title. BEREC suggest limiting this possibility only to the brand name of the offer as the service name will be listed further below under section “Service”. It is important that the consumers are also informed of the brand name of the offers, as it will allow them to easily distinguish between different offers by the same provider.
41. The Annex, Part B general part, states that the contract summary can be dated. BEREC proposes that dating is mandatory and that the customer is also informed of the duration of the offer. . In order to reflect the requirement in Article 102 (3), the contract template should state that the *contract shall become effective only after that the consumer has confirmed his / her agreement to the contract*. Service components (especially price and included volumes) as well as contractual conditions tend to change frequently in the ECS-sector. Requiring providers to put a date on the contract summary ensures the customer is made aware of the fact that the contract summary (only) informs him about the main elements of the service at hand at a given moment in time. A mandatory date informs the end user that the contract summary that he has e.g. downloaded when choosing the offer does not inform him about the actual status of his contract, when it has been changed later on along its validity period. .
42. Based on that, BEREC proposes the following amendments to the second line of Part B of the Draft Annex:

[...] The summary ~~can~~ must be dated and the customer is informed of the duration of the offer and that the contract shall become effective only after that the consumer has confirmed his / her agreement to the contract..

Section “Service”

43. In some Member States there are extensive discussions in the media sector concerning offers that are advertised as unlimited but are subject to some usage limitations commonly referred to as “fair usage policies”. For example, the incumbent in one Member State markets an unlimited broadband offering which is in reality limited to 1 terabyte. If the consumer exceeds the 1 terabyte, according to the fair usage policy of this so-called unlimited offer the consumer is subject to out of bundle charges or in other cases their service might be restricted. Similarly another provider advertises unlimited calls to mobiles where as they are however limited to 1000 minutes a month (that is 33 minutes a day).
44. In the Member States where this type of offers is in place, it is therefore very important that the consumer is informed if the characteristic of an offer that is called unlimited is subject to a fair usage policy. BEREC notes that the contract summary will list all out of bundle charges in the pricing section. However a

consumer might not be aware that these charges would ever apply if the service is characterised as unlimited and the consumer is not informed that it is limited. In other cases a consumer's service may be restricted by the provider if the consumer exceeds the limit in an unlimited package. This information is very important for consumers when comparing so called unlimited offers. BEREC therefore proposes that all limitations applicable to consumption, namely those related to fair usage policies, are listed in the contract summary, if applicable.

45. BEREC would like clarification on the expression "main content of TV packages" (mentioned among the examples of the characteristics of the service), as in some countries only the number of the channels is included in the contract and do not list the name of the channels. The specific names of the channels is important as some consumers make their decision to change provider based on specific channels on offer as opposed to the number of channels.

46. The contract summary will state that services and equipment included in a bundle shall be described. Annex should make clear that OTT services included in the offer shall be also listed.

47. In recital (1) the Draft act rightfully states: "*The contract summary should be easy to [...] compare, with a common structure and format*". BEREC believes this goal is not fully met if the Annex itself (Part A) does not give the order in which the services (and equipment) included in a bundle are to be presented under the "Services and equipment" heading. Now, the Draft Annex, Part B (only) states "For example, fixed voice telephony, mobile voice telephony, mobile internet access, fixed internet access, main content of TV packages, or number-independent interpersonal communications services shall be provided." (BEREC underlines), but considering e.g. a 4P bundle, nothing prevents provider A of such a bundle to start his description of Services included with mobile telephony, provider B with fixed internet access, provider C with the main content of TV packages, etc., thus reducing comparability. BEREC therefore insists that Annex, Part A, details the order in which services included in a bundle are to be given under the section "Services and equipment".

48. Based on that, BEREC proposes the following amendments to the draft text:

Descriptions of the main characteristics of the electronic communications service(s) included, in the following order [...]:

Section "Speed of the internet access service and remedies in case of problems"

49. Based on paragraph 27 - 30 preceding and on what BEREC commented concerning this subject in the previous section on the Draft Commission Implementing Regulation, we propose the following amendments to the draft text in the Annex:

Where the service includes internet access, a summary of the information required pursuant to points (d) and (e) of Article 4 of Regulation (EU) 2015/2120 shall be included. For fixed internet access service the minimum and the normally available download speed and for mobile internet access service the estimated maximum download speed shall be included. ~~Where justifiable, a range of speed can be given.~~ Remedies available to the consumer in accordance with national law in the event of continuous or regularly recurring discrepancy between the actual performance of the internet access service and the performance indicated in the contract shall be described.

50. BEREC also proposes that, in terms of the order of the information, the information about ‘remedies in case of problems’ should be moved to after the Section on “features for end-users with disabilities”. BEREC considers that the most important pieces of information the customer needs to receive are the description of the services and the price, and therefore these two elements need to appear first. Whilst we agree that the speed of the internet access service is an important characteristic of the service and should therefore appear directly alongside the description of the services, we consider that including additional detail about the remedies available to the consumer in the event those speeds are not delivered could distract from the key information about the services and price.

Section “Price”

51. The contract summary states the price information for bundles should include the price for all the services provided. It differs between providers how the prices for bundles services are listed. Some providers list the price for each component individually, while some will list one price for all components of the bundle. If a provider does not price each component individually, they should only be required to list one price and list all the components of the bundle included in that price. Additionally, where the provider also sells elements of the bundle (service and/or terminal equipment) separately, it should also state those prices so that the consumer is able to make an informed comparison before deciding whether to purchase a bundle. This would be in line with paragraph B.1.2) (v) of Annex 8 to the EECC.
52. It is important to list the price, if different, after the minimum term expires. It is common that consumers are subject to a higher price (than the price after discount during the minimum term) when the duration of the minimum term of the contract expires⁴. The customer will continue to be charged these higher rates unless actively entering into another minimum term. For customers who exceed the minimum term the price after expiration will be an important comparable as if the price after expiration is significantly higher than alternatives the benefits of the original discount(s) may be eroded in part, if not

⁴ Offer A is a 12 month contract, at €50 per month discounted to €30 for first 6 months. After the minimum term the cost reverts to standard rate of €80 per month.

entirely. There is no situation in which the price after minimum term could not be set out in the contract on a durable medium.

53. Also, the template should allow for flexibility in terms of the frequency of payments, which could be monthly but also weekly, for example.
54. Lastly, it is important the template adequately encompasses pre-paid offers. In the case of Mobile Pre Pay offers, for example, it is important to state the minimum top up amount to reactivate the offer or to keep it active, including the frequency of that minimum top up.
55. Based on the above, BEREC proposes the following amendments to the draft text:

For electronic communication services provided for direct monetary payment, this section shall include, as applicable, the price for activating the service, monthly (or other applicable periodic) price, monthly (or other applicable periodic) price with discount, where applicable, and equipment price and, for bundled services, the price of the individual elements of the bundle, to the extent they are marketed separately. Where applicable, pricing details, including prices which will apply after the volumes included in the monthly (or other duration if applicable) price have been exceeded and pricing of additional services shall be indicated to be available in a hyper or direct link separately. For time-limited offers the duration shall be included. The price after the minimum term shall be stated if different. In case the service is provided without a direct monetary payment but subject to certain obligations on users as a condition of service, that shall also be indicated. In the case of pre pay services, the minimum top up amount and the frequency to top up to keep the offer active shall be included in the contract summary“.

Section “Duration, renewal and termination”

56. The contract summary states that reference to the conditions for termination shall be limited to the end of the contract duration or to early termination where applicable. It is important that both are listed as both can apply to consumers if they are subject to a minimum term. It should be clarified that the conditions of termination include termination charges within and outside minimum term. Where a specific amount cannot be given in advance, a form of calculating those charges must be provided. The details of termination conditions relating to bundled services should also be specified. Other termination conditions (such as proceedings, available forms, etc.) can be provided through a direct link.
57. Based on that, BEREC proposes the following amendments to the draft text:

“The information on the duration of the contract in months and the main conditions for its renewal and termination shall be included. Conditions for renewal and termination of bundled services shall also be included. The reference to conditions for termination shall be limited to include conditions

applicable at the end of the contract duration and in case of early termination, where applicable, namely termination charges. Where a specific amount cannot be given in advance, a formula of calculating those charges must be provided. It shall not include, and it will be without prejudice to, other grounds for termination provided by Union or national law such as in the event of a lack of conformity. There will be a hyper or direct link to full details of the duration, renewal and termination charges and procedures".

Section "Features for end-users with disabilities"

58. BEREC considers the summary should include priority fault repair and text relay in addition to the services listed in recital (16) of the Draft Act and provide a hyperlink to a detailed description of all services which are available for disabled end users.

59. 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.

60. Based on what precedes BEREC proposes the following amendments to the draft text:

"Information on the main products and services, including priority fault repair and text relay for end-users with disabilities shall be included. ~~Where applicable~~ Full details of all services can be indicated to be available separately that can include a hyper or direct link.

A practical instruction document is issued".

Section "Other relevant information"

61. Recital 17 of the draft text indicates that the completion of this section will be optional. BEREC agrees with this position. However, BEREC considers that one additional element of information which is not included in the draft contract summary but which should be made mandatory is any conditions imposed on the use of terminal equipment and any fees to unlock that equipment. BEREC considers that this is an important part of the information about the service, and needs to be included in the template (rather than via a link in the template) to help ensure the customer makes an informed decision. This is particularly important in the case of mobile contracts, where providers can lock handsets to a particular network and charge fees for the handset to be unlocked.