

PRIOR PERMISSION

Service Category: Broadcast PRS

Any registered provider that wishes to be involved in the provision of a premium rate service ('PRS') that falls within the definition below, and fulfils any of the key conditions outlined below, must have prior permission from PhonepayPlus before the service can commence operation. Prior permission will only be granted subject to the application of certain conditions as set out below.

Permission granted under this category of service is applicable to any services within this category.

Definition:

Premium rate services that are promoted on television (other than by commercial advertising), however transmitted, and which provide a facility for interaction or the provision of information, whether in the form of votes, entries, bids or otherwise howsoever.

This definition does not apply to services which are classed as the following:

- Quiz TV
- Live Services
- Pay per Play

General conditions:

- (i) All provisions of the [PhonepayPlus Code of Practice](#) ('the Code') (as far as they are applicable) apply to the service.
- (ii) PhonepayPlus may impose such further conditions as it may deem necessary upon reasonable notice.
- (iii) This permission certificate may be immediately revoked by PhonepayPlus at any time if any condition is breached.
- (iv) PhonepayPlus may revoke this permission certificate after giving reasonable notice.
- (v) That all platforms and connections to a Network operator that provide access to the service(s), and any other relevant services provided, are of adequate technical quality.
- (vi) The Level 2 provider must register the applicable premium rate numbers ('PRNs') with PhonepayPlus before the service commences. Once registered, any change to the PRNs must be registered within two working days.

(vii) If, for any reason, the service fails to commence within six months from the date of this permission certificate; or, having commenced, does not operate for any continuous period of six months – then this permission certificate (in either case) will immediately cease to be in force.

(viii) PhonepayPlus may, at any time, audit or carry out any inquiries to satisfy itself that the conditions of the permission certificate are being met. The provider is required to co-operate with any such audit or inquiry.

Category-Specific conditions:

Connectivity and capacity

- (i) All valid responses sent by viewers must be available in sufficient time to be fully considered and reflected in any outcome of an event. In circumstances where the consumer has been clearly informed of the time period in which responses will be valid, any responses received outside this time will be considered invalid and will not need to be considered in the outcome of an event.
- (ii) Calls and SMS entries which are received before lines have been announced as opened, or after an announcement that lines are closed has been made, should be considered invalid and not be counted, except that calls which have already commenced at the time of a closure announcement must be allowed to be completed and counted. It is acceptable for such invalid entries to be charged, provided that:
 - a. The risk of being charged for invalid entries is clearly communicated to the viewer;
 - b. Consumers whose votes/entries are invalid should be clearly informed that their entry is invalid and whether a charge has applied;
 - c. Invalid entries have not been received after lines have been announced as closed as the result of technical failure.

Technical failure, as referred to above, is defined for the purposes of this Notice as any failure in the technology used by a Network operator, provider or other party involved in the delivery of a vote/entry as part of a Broadcast PRS event, which causes that vote/entry to be delayed where it would otherwise have arrived within the time period when lines were open.

(iii) Red button interactive calls made prior to the time announced for line closure must repeat the relevant competition entry/vote count process.

Conduct

(iv) Where a provider has made arrangements for the handling of excess peak traffic by third parties, these arrangements must ensure that all valid responses so handled are treated equally with those received by the provider.

- (v) Sufficient time must be allowed between the closure of each access platform used and the relevant competition entry/vote counting process, for valid responses to be considered and reflected in the outcome of the event. Where multiple entry platforms are used and different closure times apply, this must be clearly communicated to consumers during any call to action.
- (vi) Phone lines must not remain open when programmes are repeated, except where votes or entries would still be considered valid.
- (vii) Winning entrants for competitions must be randomly selected from all correct entries, unless there is a tie-breaker or totally skill-based outcome.
- (viii) Customer service arrangements for handling participant enquiries must be in place.

Coherence

- (ix) Contractual arrangements between providers and any parties with which they contract in respect of the provision of the relevant Broadcast PRS must clearly and coherently identify which party is responsible for the performance or management of each activity associated with the service.
- (x) There must be no amendments to operational systems or procedures relating to the service without senior management authorisation. The procedures must identify senior management positions within its organisation with the power to authorise such changes.
- (xi) All staff, whether internal or employed by contractual partners, must have the [PhonepayPlus Code of Practice](#) drawn to their attention and have suitable training.
- (xii) Procedures must exist for the back-up of all operational systems and to deal with predictable problems inherent in providing Broadcast PRS. Subject to reasonable notice from PhonepayPlus, providers must make provision for PhonepayPlus staff, and/or its agents, to visit their premises from which they provide any relevant service and have access to any documents or records relevant to the provision of the service.

Please note that, in addition to the conditions set out above, additional conditions may be imposed at the time that the permission is granted.

Who should apply:

The provider contracted to, or having arrangements with, a Network operator in respect of the provision of the service (the 'contracted provider') must apply for the prior permission. The prior permission application must include the following:

- Details of all associated providers involved in the delivery of the service who have a responsibility to be registered with PhonepayPlus;
- A statement listing the provider(s) (i.e. of those that are required to register) that fulfils each of the conditions. (N.B. This must be set out clearly in respect of each service delivery-chain that has associated providers);

- Written confirmation from each of the associated providers that they fulfil the conditions set out against their name in the statement, and that they acknowledge and understand that permission granted to them will be granted in respect of the conditions that they fulfil and that they will therefore be liable under the Code for any failure to meet those conditions.

How to apply:

In the first instance, the contracted provider should email the Executive (compliance@phonepayplus.org.uk). The application must:

- Contain a description of the service;
- Include examples of promotional material for each service;
- Explain how the conditions outlined in this document will be fulfilled, providing the details, statement and confirmation required in the 'Who should apply' section above.

Please note that evidence should be supplied where appropriate or requested.

In the event of an investigation:

In the event of an investigation, PhonepayPlus will target the provider or providers responsible for the conditions of the prior permission certificate which have been breached and hold them liable under the Code. This may result in the withdrawal of permission from those providers and/or the imposition of sanctions against those providers, where a Tribunal finds that those breaches have occurred.

Upon request, providers will be required to provide evidence of contracts which establish their responsibility for fulfilment of the condition(s).