

PRIOR PERMISSION

Service Category: Multi-party chat ('Chatline')

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:

'Chatline Service' means a service which consists of or includes the enabling of more than two persons (the participants) to simultaneously conduct a telephone conversation with one another without either:

- (i) each of them having agreed with each other; or
- (ii) one or more of them having agreed with the person enabling such a telephone conversation to be conducted, in advance of making the call enabling them to engage in the conversation, the respective identities of the other intended participants or the telephone numbers on which they can be called. For the avoidance of any doubt, a service by which one or more additional persons who are known (by name or telephone number) to one or more of the parties conducting an established telephone conversation can be added to that conversation by means of being called by one or more of such parties is not on that account a Chatline Service, if it would not otherwise be regarded as such a service;

This definition is not intended to cover business conference services.

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.

Category-Specific conditions:

- (i) Providers of multi-party chat (MPC) services must either:
 - a. Individually record each call, or;
 - b. Continuously record the conversations taking place in each separate chat-room within a service (where applicable/where an individual service has more than one chat-room). The provider must be able to supply to PhonepayPlus where requested:
 - i. A time- and date-stamped record of the date and time of a caller's entry into a service;
 - ii. The time- and date-stamped time(s) that a caller may have changed/jumped from 'room to room' within a services; and
 - iii. The time- and date-stamped time of each consumer's exit from a service.
- (ii) Any required segments of call recordings from any chat-room within the service(s) must be able to be supplied when requested.
- (iii) Prior to allowing callers to participate, the caller's name and confirmation that they have obtained permission from the bill-payer to make the call, must be obtained.
- (iv) MPC services are permitted to operate at tariffs of up to £1.50 a minute.
- (v) The operation of adult MPC services is subject to a number of conditions set out below:
 - a. That they operate on an appropriate prefix (i.e. 0908, 0909 or 098);
 - b. That they are promoted clearly as being adult services, and not for under-18s;
 - c. That they are not promoted in places where they are likely to be particularly attractive to children, or which are easily accessible to them;

- d. That non-adult MPC services do not offer access to adult ‘chat-rooms’ within the operation of the service, unless they have clearly advertised this;
 - e. All providers of MPC services with an adult element must take steps to verify the age of consumers before they can access the service itself. This includes, but is not necessarily limited to, use of an age verification question and operators trained to identify any other indication that a caller may be under 18.
- (vi) As a minimum, there must be one monitor for every 20 callers. Monitors may take part in conversations but must also ensure compliance with the [Code of Practice](#). Monitors on services which are advertised as being non-adult must use all reasonable endeavours to prevent conversation which is primarily adult in nature. Callers must also be actively discouraged from seeking or giving out surnames, places of work, addresses or telephone numbers.
- (vii) Calls must terminate by forced release at a maximum spend of £30.
- (viii) Call cost warnings must be given automatically after the caller has spent £10 and £20 on the call.
- (ix) All reasonable endeavours must be made to ensure that services are not promoted in such a way or in places that make them attractive to children. Providers must make all reasonable endeavours to ensure that persons under the age of 18 do not take part in services.
- (x) A bond must be lodged with PhonepayPlus as security for meeting compensation claims (‘the Bond’) prior to commencement of any form of multi-party chat/chatline service.
- (xi) The Bond is a legally binding document by which a third party (such as a bank) guarantees the provider’s payment of sums awarded to a claimant by the Adjudicator. The body providing the bond must be approved by PhonepayPlus; the bond must be in a form, and must guarantee the amount required by PhonepayPlus. This bond must remain in place while the relevant live services are being operated, and for a period of one year thereafter.
- (xii) Claims for compensation may be made by any person whose connection to the electronic communications network has been the subject of unauthorised use. When claims are received by PhonepayPlus, the relevant provider will first be given an opportunity to settle them to the satisfaction of the claimant.
- (xiii) The relevant provider must, within one month, investigate all claims put to it.
- (xiv) The relevant provider must promptly pay all claims which are valid under the terms of the Compensation Scheme.

- (xv) If a claim is not met in full, the relevant provider must, if requested by the Executive, notify PhonepayPlus of the reasons and must provide details of any investigations carried out into the claim.
- (xvi) If the relevant provider does not settle to the satisfaction of the claimant within such time as the Adjudicator considers reasonable (and which will be notified to the provider), the Executive will investigate the claim and prepare a report which will be promptly passed to the Adjudicator for adjudication. A copy of the report will be made available to the relevant provider for comment and representation. The Adjudicator will make an adjudication, after such investigation as he considers appropriate, on the basis of the material in front of him.
- (xvii) An oral hearing may be held at the instigation of the Adjudicator, the claimant or the relevant provider.
- (xviii) The Adjudicator will make his adjudication promptly in writing.
- (xix) If the Adjudicator directs that an award should be made, the relevant provider must make immediate payment of the award and of any administrative charges relating to the award.
- (xx) If the relevant provider does not make immediate payment of any such award, and PhonepayPlus consequently takes steps to enforce the provider's Bond, the provider concerned must forthwith cease to provide any live services.

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).