

## PRIOR PERMISSION

### **Service Category: Services over 85 pence + VAT per minute where total cost exceeds £25.54 (ex VAT)**

Any registered provider that wishes to be involved in the provision of a premium rate service ('PRS') which costs more than 85 pence plus VAT per minute where the total cost of the call can exceed £25.54 (exclusive of VAT), 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 specific to named 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) The total cost of the call is only permitted to exceed £25.54 plus VAT where the consumer has provided a positive, auditable confirmation of their intention to continue with the service beyond the £25.54 plus VAT spend.
- (ii) Providers should ensure that they are fully aware of the Code provisions relating to sexual entertainment services, as failure to comply with these provisions may lead to the imposition of sanctions for breaches of the Code:
  - a. Sexual entertainment services are services of a clearly sexual nature or any services for which the associated promotional material is of a clearly sexual nature, or indicates directly or implies that the service is of a sexual nature. Pay-for-product services where the product is of a clearly sexual nature are sexual entertainment services.
  - b. Sexual entertainment services, and promotions for them, must not contain references which suggest or imply the involvement of persons under 18 years of age.
  - c. Promotions for sexual entertainment services must not appear in media targeted at persons under the age of 18.
  - d. Promotions for sexual entertainment services must be in context with the publication or other media in which they appear. Services should be in context with the advertising material promoting them. The content of a service should not be contrary to the reasonable expectations of those responding to the promotion.
  - e. Save where the relevant Network operator has provided an alternative solution acceptable to PhonepayPlus, all sexual entertainment services must provide a message at the beginning of the service stating that:
    - i. the user must be over the age of 18,
    - ii. the user should be either the bill-payer or have the bill-payer's permission to call the service,
    - iii. service details may appear on the phone bill.
  - f. Promotions for sexual entertainment services, and the services themselves, must be compatible with access control and rating arrangements available for, and appropriate to, the medium through which they are accessible. All websites that can be used to access premium rate sexual entertainment services must be content-rated with the Internet Content Rating Association (ICRA), or any other rating system that is generally accepted.

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 at [compliance@phonepayplus.org.uk](mailto: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).