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BRITISH TELECOMMUNICATIONS

NOTE: The Scheme which follows this Note has been made under section 21 of the British Telecommunications Act 1981 and will come into operation on 1st October 1981. It amends the Post Office Telecommunication Scheme 1976 (Post Office Scheme T1/1976) as amended by subsequent Schemes.

The principal Scheme as amended will continue to have effect as from the day appointed by the Secretary of State under powers conferred on him by the British Telecommunications Act 1981 for the taking over by British Telecommunications from the Post Office of functions relating to telecommunication, as if it were a scheme made by British Telecommunications under section 21 of the Act of 1981.

This amending Scheme amends the principal Scheme to take account of changes in the legal relationship with subscribers effected by certain provisions in the Act of 1981 relating to the supply of apparatus in connection with services, the connection of private apparatus to telecommunication systems run by the Corporation, and the inclusion of chargeable entries in telecommunication directories.

(This Note is not part of the Scheme)

BRITISH TELECOMMUNICATIONS TELECOMMUNICATION AMENDMENT (No. 16) SCHEME 1981

Made .....*18th September* 1981

Coming into operation ...*1st October* 1981

British Telecommunications, by virtue of the powers conferred upon it by section 21 of, and paragraph 7(3) of Schedule 4 to, the British Telecommunications Act 1981, and of all other powers enabling it in this behalf, hereby makes the following Scheme.

Commencement and citation

1. This Scheme shall come into operation on 1st October 1981 and may be cited as the British Telecommunications Telecommunication Amendment (No. 16) Scheme 1981.

Interpretation

2.—(1) This Scheme shall be read as one with the following Schemes made by the Post Office under section 28 of the Post Office Act 1969 which by virtue of paragraph 7(1) of Schedule 4 to the British Telecommunications Act 1981 have effect as if made by British Telecommunications under section 21 of that Act: the Post Office Telecommunication Scheme

1976 (Post Office Scheme T1/1976) (hereinafter called 'the principal Scheme'), as amended by the Post Office Telecommunication Amendment (No. 1) Scheme 1976 (Post Office Scheme T2/1976), the Post Office Telecommunication Amendment (No. 2A) Scheme 1977 (Post Office Scheme T1A/1977), the Post Office Telecommunication Amendment (No. 3) Scheme 1978 (Post Office Scheme T1/1978), the Post Office Telecommunication Amendment (No. 4) Scheme 1978 (Post Office Scheme T2/1978), the Post Office Telecommunication (No. 5) Scheme 1979 (Post Office Scheme T1/1979), the Post Office Telecommunication Amendment (No. 6) Scheme 1979 (Post Office Scheme T2/1979), the Post Office Telecommunication Amendment (No. 7) Scheme 1980 (Post Office Scheme T1/1980), the Post Office Telecommunication Amendment (No. 8) Scheme 1980 (Post Office Scheme T3/1980), the Post Office Telecommunication Amendment (No. 9) Scheme 1980 (Post Office Scheme T4/1980), the Post Office Telecommunication Amendment (No. 10) Scheme 1980 (Post Office Scheme T5/1980), the Post Office Telecommunication Amendment (No. 11) Scheme 1980 (Post Office Scheme T6/1980), the Post Office Telecommunication Amendment (No. 12) Scheme 1981 (Post Office Scheme T1/1981), the Post Office Telecommunication Amendment (No. 13) Scheme 1981 (Post Office Scheme T3/1981), the Post Office Telecommunication Amendment (No. 14) Scheme 1981 (Post Office Scheme T4/1981) and the Post Office Telecommunication Amendment (No. 15) Scheme 1981 (Post Office Scheme T5/1981).

(2) The Schemes mentioned in sub-paragraph (1) shall have effect as if references to the Post Office (whether express or implied and, if express, however worded) were (or, as regards anything done or falling to be done by or to the Post Office before the 1st October 1981, included) references to British Telecommunications.

(3) References in this Scheme to any provisions of the principal Scheme as amended are references to the provisions of that Scheme as amended by the Schemes mentioned next after that Scheme in sub-paragraph (1).

(4) The following expressions and definitions shall be inserted in paragraph 4(1) of the principal Scheme, in such places respectively as are consistent with the alphabetical order of the other expressions therein defined:

"the Act" means the British Telecommunications Act 1981;

"the Corporation" means British Telecommunications;

"Scheme" means a scheme made under section 21 of the Act or having effect as if made under that section by virtue of paragraph 7(1) of Schedule 4 to the Act;

"subscriber's apparatus" has the same meaning as in section 16 of the Act;

"terminal apparatus" means subscriber's apparatus supplied otherwise than by sale by the Corporation or by the Post Office to a subscriber for connection by means of a connecting point in the subscriber's premises to an exchange line or external private circuit;

"connecting point" means a terminal block, a socket for a removable plug, a distribution frame or any other device fixed by the Corporation in a subscriber's premises for the purpose of facilitating the connection of subscriber's apparatus to an exchange line or external private circuit.

(5) In paragraph 4(1) of the principal Scheme each of the following definitions shall be substituted for the existing definition of the expression therein defined:—

"business line" means a telephone exchange line which is regarded as a business line in accordance with paragraph 42;

"coin box line" means a telephone exchange line to which is connected terminal apparatus with a coin collecting box into which the Corporation may require sums of money to be placed in respect of telephone calls made by means of the exchange line;

"Corporation telephone system" means the public switched telephone exchange system under the control of the Corporation;

"Corporation telex system" means the public switched telex exchange system under the control of the Corporation;

"exchange line" means equipment and apparatus in the Corporation telephone system or the Corporation telex system connecting a subscriber's premises with a telephone exchange or telex exchange and appropriated by the Corporation or the Post Office to the purpose of affording telephone or telex service on the application of the subscriber; and "telephone exchange line" and "telex exchange line" shall be construed accordingly;

"installation" means equipment or apparatus appropriated or supplied otherwise than by sale (whether by the Corporation or by the Post Office) to or for the purpose of the provision of telecommunication service for a subscriber, or for use in connection with such service;

"private circuit" means (subject to the provisions of paragraph 76 in relation to certain international external private circuits) equipment and apparatus which has been appropriated or supplied by the Corporation or the Post Office as a means of telecommunication between two or more specified points otherwise than through the medium of the Corporation telephone system or the Corporation telex system (except where and to the extent that the Corporation has given written consent to the subscriber for the use of a private circuit in connection with such a system);

"subscriber's premises" means any place where an installation or part of an installation (whether or not the installation or part is connected for use) has been placed at the request of the subscriber, or of a person for whose use the installation or part has been supplied or appropriated (or as to part thereof supplied and as to the remainder appropriated) by the Corporation or the Post Office on the application of the subscriber.

(6) The Interpretation Act 1978 applies for the interpretation of this Scheme as it applies for the interpretation of an Act of Parliament.

Application of Part II

3. In paragraph 5, the words "made by the Post Office" to the end shall be omitted.

Construction

4. In paragraph 6 of the principal Scheme, at the beginning, there shall be inserted: "Subject only as provided by section 22 of the Act,".

Supply of Subscriber's Apparatus

5. After paragraph 6 of the principal Scheme there shall be inserted the following additional paragraph:

"**Supply of subscriber's apparatus**

6A.—(1) The terms and conditions on and subject to which terminal apparatus and other subscriber's apparatus is supplied by the Corporation pursuant to this Scheme on or after 1st October 1981 shall be such of the provisions of this Scheme as are applicable, as from time to time amended, supplemented or replaced by the provisions of any subsequent scheme made under section 21 of the Act.

(2) Where, on or after 1st October 1981, the Corporation, pursuant to this Scheme, supplies to any person apparatus for use in connection with services provided by it, the following provisions of sub-paragraphs (3) and (4) below shall apply.

(3) Subject as hereinafter provided, the Corporation shall be under no liability whatsoever in respect of any breach (of whatever nature and howsoever arising) of any of the terms and conditions (whether express or implied) of the contract which by virtue of section 22 of the Act is deemed to have been made for the hire of the apparatus to the person to whom it is supplied as mentioned in sub-paragraph (2); nor shall the Corporation be under any liability whatsoever for any breach (of what ever nature and howsoever arising) of an obligation incurred under such contract (whether it be an obligation arising from an express or implied term or condition of the contract or by implication of law from the nature of the contract):

Provided that, (without prejudice to sub-paragraph (4)) nothing in this sub-paragraph shall exclude or limit liability (if any) of the Corporation in respect of the correspondence of the apparatus with description or sample or its quality or fitness for any purpose.

(4) If:

(*a*) the apparatus supplied as mentioned in sub-paragraph (2) is of a type not ordinarily supplied for private use, or

(*b*) in relation to his application pursuant to which the apparatus was supplied, the person to whom it was so supplied dealt, or held himself out as dealing, in the course of a business (as defined by section 14 of the Unfair Contract Terms Act 1977),

any liability whatsoever of the Corporation in respect of the correspondence of the apparatus with description or sample or its quality or fitness for any purpose, howsoever arising under or by virtue of the contract for the hire of the apparatus which, by virtue of section 22 of the Act, is deemed to have been made, shall be limited to the making of a refund or remission in whole or in part of any rental for the apparatus and telecomunication service for use in connection with which the apparatus was supplied, being rental paid or payable in respect of the period during which such service or reasonably satisfactory communication by means of such service was unavailable by reason of any fault in, or failure of, the apparatus itself; and the amount of the refund or remission shall be the whole or a proportionate part of such rental according to the number of days in which that service or such communication was for that reason unavailable.

(5) Nothing in sub-paragraphs (2), (3) and (4) shall be so construed as to impose on the Corporation any liability to which it would not be subject apart from that sub-paragraph."

Cancellation of application for service

6. In paragraph 8(1), after "installation to meet those requirements" there shall be inserted "constructing or placing telegraphic lines or other equipment or apparatus".

Minimum period of service

7. In paragraph 9, in the Proviso to sub-paragraph (2), for the reference to paragraph 20, there shall be substituted a reference to paragraphs 18 and 20; and in sub-paragraph (5), for "provided" there shall be substituted the word "supplied".

General powers of the Post Office

8. In paragraph 13, in sub-paragraph (*e*), after "(including any exclusive line)" there shall be inserted the words "whereby telecommunication service is"; and for sub-paragraph (*f*) there shall be substituted:

"(*f*) in the event of war or the proclamation of an emergency, summarily cease to provide telecommunication service for a subscriber and retake and resume possession of any equipment or apparatus supplied to him for use in connection with the line;".

Subscriber's responsibility for installation

9. In paragraph 14, the following shall be substituted for sub-paragraph (4):

"(4) On the cesser or termination of the provision of service by means of an installation the Corporation may remove from the subscriber's premises within such time thereafter as it thinks fit such part or parts of the installation as are in or on those premises and the subscriber's obligations under sub-paragraphs (1) and (2) shall continue until either such part or parts have been removed or service is provided by means thereof for another subscriber at the same premises.".

Connection of Subscriber's Apparatus

10. After paragraph 16 there shall be inserted the following additional paragraph:

"**Connection of subscriber's apparatus**

16A. Except where the Corporation otherwise permits subscriber's apparatus shall be connected for use by means of connecting points and ancil-

lary wiring provided, installed and maintained by the Corporation and the subscriber shall make application to the Corporation for such connecting points and wiring."

Misuse of telecommunication service

11. In paragraph 17, in sub-paragraph (1), head (*e*), for the words "an installation was provided by the Post Office", there shall be substituted the words "the service was provided by the Post Office"; and in sub-paragraph (2), for the words "which is provided" there shall be substituted "supplied or made available".

Charges for telecommunication service—general

12. For paragraph 18 of the principal Scheme there shall be substituted the following paragraph:

"**Charges for telecommunication service—general**

18.—(1) Save as provided in paragraph 23, the charges for telecommunication service (including the charges for terminal apparatus and other apparatus supplied otherwise than by sale by the Corporation or by the Post Office) shall be such as the Corporation shall from time to time determine whether by Scheme or otherwise.

(2) Unless and until a further determination is made under sub-paragraph (1), the charges for telecommunication service (including the charges for such apparatus) shall be the rentals and other charges specified in the appropriate Schedule to this Scheme referred to in paragraph 20, being rentals and charges at the rates and of the amounts therein specified.

(3) Where the appropriate Schedule specifies a maximum rate of rental or other charge or a maximum rate or charge is subsequently determined the Corporation may fix a rate or charge in respect of each individual case in accordance with paragraph 23.

(4) The rate of rental for the provision of telecommunication service for a subscriber by means of an installation (including the rate for apparatus supplied) shall be the total of the rates for the time being in force (being rates referred to in sub-paragraph (2) or subsequently determined or rates fixed in accordance with sub-paragraph (3)) in respect of each part of the installation and the provision of each service or facility in relation to the installation and the aggregate amount may be included and charged as a single item in the subscriber's account.

(5) Subject to paragraph 26 of this Scheme (which relates to deposits and payments in advance of service), any rental for telecommunication service payable under this Scheme (including rental for apparatus supplied) shall commence, unless otherwise provided in this Scheme or otherwise decided by the Corporation and notified to the subscriber, on the day when the Corporation first makes available to the subscriber the telecommunication service to which the rental relates.

(6) Any rental payable under this Scheme shall be payable at such intervals and on such dates (whether in advance or in arrear, or partly in advance and partly in arrear) as the Corporation may from time to time decide, either generally or in relation to a particular case.

(7) The Corporation may if it thinks fit determine that all or any of the following rules shall apply for the purpose of calculating the rental payable in respect of any period under this Scheme:

(*a*) Each period shall be deemed to begin on the first day of such month as the Corporation may determine;

(*b*) Each day in an incomplete period shall be regarded as one part of the total number of days in the complete period beginning on the day on which the period is deemed to begin in accordance with (*a*) above and rental calculated accordingly as a proportion of the periodic rate;

(*c*) A fraction of a penny in the total amount of rental payable for any period in respect of an installation shall be disregarded.

(8) If and whenever a different rate of rental from that currently in force is determined or fixed, rental at that different rate shall be payable in respect of any period of time on and after the day on which it comes into operation and the liability of the subscriber to pay an increased rate of rental or a reduced rate of rental in respect of any such period on and after that day shall not be affected by reason of his having paid rental in advance at a rate previously in force.

(9) The charges for calls of any class, or any combination of classes, may be aggregated (in the case of calls which are obtained without the assistance of an operator by adding together the charge units recorded by the Corporation in relation to such calls) in respect of any period for which an account for calls is rendered to a subscriber and the aggregate amount or amounts may be included and charged as a single item or items in the account. A fraction of a penny in the total sum payable in respect of all the items included in an account shall be disregarded.

(10) Unless otherwise provided in this Scheme, all charges payable under this Scheme shall be payable to the Corporation on demand.

(11) If and whenever the Corporation determines under sub-paragraph (1) otherwise than by a Scheme a different rate of rental or charge (or a different maximum rate or charge) from that chargeable by virtue of sub-paragraph (2) or by virtue of a previous determination (whether by Scheme or otherwise) under sub-paragraph (1), it shall, as soon as practicable, publish such charge (or maximum charge) in such manner and to such extent as it considers desirable, but nothing in this sub-paragraph shall require publication of a rate of rental or a charge fixed in accordance with paragraph 23.

(12)(i) Where telecommunication service provided for a subscriber by means of an installation has been continuously unavailable by reason of some fault in any part of the installation for an appropriate period the subscriber may apply for a rebate of rental appropriate to that period; and unless the Corporation has reason to believe that

the failure was due to a fault in any part of the installation for the replacement or repair of which the subscriber is liable to pay the Corporation or the Corporation has reason to believe that at the time the failure occurred anything was attached, placed or used in relation to any part of the installation in contravention of paragraph 38, the Corporation may on such application allow the subscriber such a rebate of rental as, in its opinion, is appropriate to the loss of service suffered.

(ii) For the purpose of this paragraph, the appropriate period means, where the failure was in telex service, private circuit service or telephone service which includes data transmission facilities, a period of one day or more and, where the failure was in telephone service which does not include data transmission facilities, a period of more than two days, in each case after the failure was reported to the Corporation.

Charges for taking over an existing installation

13. In paragraph 22, for the words "Where the Post Office provides for a subscriber an installation" there shall be substituted the words:

"Where the Corporation provides for a subscriber by means of an installation telecommunication service".

Charges fixed by the Corporation

14. For paragraph 23 of the principal Scheme there shall be substituted the following paragraph:

"Charges fixed by the Corporation

23.—(1) The Corporation may fix the rates of rental or charges for telecommunication service (including rental or charges for apparatus supplied) in any of the following circumstances:

(*a*) where no rate of rental or charge (or maximum rate or charge) is for the time being in force by virtue of sub-paragraph (2) of paragraph 18 or a determination by the Corporation under sub-paragraph (1) of that paragraph;

(*b*) where a maximum rate or maximum charge is for the time being in force by virtue of paragraph 18 (2) or such a determination;

(*c*) where the Corporation considers that in order to meet the subscriber's requirements it is necessary for an installation to consist, wholly or in part, of non-standard equipment or apparatus, or to be constructed by non-standard or exceptionally expensive methods of construction, or for telecommunication service to be provided at greater expense to the Corporation than it would normally incur;

(*d*) where telecommunication service is regarded by the Corporation as temporary service in accordance with paragraph 12;

(*e*) where in accordance with paragraph 13 (*g*) the Corporation has determined that a rate of rental or a charge (or maximum rate or charge) which would otherwise be payable (being a rate or charge (or maximum) for the time being in force by virtue of sub-paragraph (2) of paragraph 18 or a determination under sub-paragraph (1) of that paragraph) shall not apply to telecommunication service (including apparatus supplied) in particular circumstances or by means of a particular installation or a particular type of installation;

(*f*) where it is expressly provided by any provision of this Scheme (other than a provision contained in this paragraph or paragraph 18) that the Corporation may fix a rate of rental or other charge.

(2) A rate of rental or other charge may be fixed by the Corporation generally or in respect of an individual case, in accordance with such system as the Corporation may determine but subject to the provisions of this paragraph and of any other paragraph in this Scheme which refers to the fixing of charges.

(3) Where the Corporation fixes a rate of rental or other charge in respect of an individual case, it shall notify the subscriber orally or in writing of the amount so fixed and also of any subsequent alterations of this amount which the Corporation may make by fixing a new rate of rental or other charge from time to time.

(4) The Corporation may, from time to time, alter a rate of rental or other charge which it has fixed generally by fixing a new rate of charge in accordance with this paragraph or determining a different rate or charge in a Scheme in accordance with paragraph 18(1).".

Special construction—additional charge

15. In paragraph 28:

(*a*) in sub-paragraph (1), for the words "any equipment or apparatus or any part thereof provided by the Post Office is," there shall be substituted the words: "telecommunication service is provided by means of any equipment or apparatus the whole or any part of which is".

(*b*) in sub-paragraph (2), for the word "provided", where it first appears, there shall be substituted the word "installed" and for the word "provides" there shall be substituted the word "instals".

Remission of charges

16. In paragraph 36, for the words "by virtue of this Scheme," there shall be substituted the words "under this Scheme,".

Private attachments

17. For paragraph 38 of the principal Scheme there shall be substituted the following paragraph:

"Private attachments

38.—(1) Except with the consent of the Corporation given under and in accordance with sub-paragraph (2) a subscriber shall not himself do or permit or suffer any person (other than a person who is authorised so to do by the Corporation) to do the following:

(*a*) attach anything to an installation; or

(*b*) place anything in electrical connection with an installation; or

(*c*) place or use anything in such a manner or position in relation to an installation that it transmits or receives or enables to be transmitted or received any message or communication to or from the installation;

unless that thing was supplied by the Corporation (otherwise than by sale) for the express purpose of its being so attached, placed or used.

(2) The consent of the Corporation to the attaching, placing or using as mentioned in sub-paragraph (1) any particular thing or things of any class or description may be given either:

(*a*) as a particular consent, that is to say, a consent in writing to a particular subscriber, in which case it shall have effect subject to such terms and conditions (if any), including conditions as to revocation, as are specified or referred to therein; or

(*b*) to all subscribers generally, in relation to things of any class or description, in which case the consent shall be given by specifying that class or description of things in a list of private attachments compiled from time to time by the Corporation and published or made available for inspection by subscribers in such manner and to such extent as the Corporation may deem appropriate, and such consent shall continue so long only as specification is included in such a list for the time being in force.

(3) Notwithstanding anything in the foregoing provisions of this paragraph, the Corporation may refuse to allow a private attachment which is the subject of a general consent given in accordance with sub-paragraph (2) to be attached, placed or used in relation to a particular installation if the Corporation considers it necessary either in the interests of safety or to protect the quality of telecommunication service.

(4) The following conditions shall apply in relation to anything with respect to which a particular consent is currently in force or which is for the time being included in a list of private attachments (such a thing being referred to in these conditions as "a private attachment"):

(*a*) the subscriber shall not attach, place or use a private attachment otherwise than in accordance with the applicable conditions specified in this paragraph or any other conditions applicable in accordance with this paragraph and in the case of subscriber's apparatus as defined by section 16 of the British Telecommunications Act 1981 in accordance with any conditions specified in relation to the approval of the apparatus pursuant to that section;

(*b*) the Corporation may determine special conditions in respect of the attaching, placing or use of a private attachment in relation to a particular installation and shall notify the subscriber in writing of any such conditions, which may be determined to apply in addition to or in place of the conditions specified in this paragraph;

(*c*) any equipment or apparatus required for connecting a private attachment to an installation shall be provided, installed and maintained by the Corporation, on the application of the subscriber, unless the Corporation otherwise requires;

(*d*) any equipment or apparatus provided for the purpose of connecting a private attachment shall not be used by the subscriber for any other purpose;

(*e*) the subscriber shall not make or permit any other person to make any alteration, addition, or connection to a private attachment without the consent of the Corporation;

(*f*) the subscriber shall ensure that at all times a private attachment conforms with and is connected in accordance with any technical requirements specified by the Corporation of which he is informed either by the Corporation or the supplier of the private attachment (whether by means of a detailed specification for the design and/or installing of the private attachment or otherwise) and in the case of subscriber's apparatus as defined by section 16 of the British Telecommunications Act 1981 in accordance with any technical requirements included in conditions specified in relation to the approval of the apparatus pursuant to that section;

(*g*) electricity used by a private attachment shall be supplied in accordance with the applicable Electricity Supply Regulations;

(*h*) if the Corporation considers it necessary in the interests of safety or to protect the quality of telecommunication service to withdraw its consent to a private attachment continuing to be attached, placed, or used in relation to a particular installation, the subscriber shall cease to use and shall remove the private attachment on being required to do so by the Corporation.

(5) The following additional conditions shall apply to private attachments which are to be maintained by the Corporation:

(*a*) the subscriber shall apply for the private attachment to be maintained by the Corporation;

(*b*) the subscriber shall pay whichever of the following charges is appropriate;

(i) in the case of a private attachment which is referred to in Schedule 15, the appropriate rental and connection charges specified in that Schedule; provided that if in any such case, in order to comply with the subscriber's requirements, the Corporation provides maintenance service which entails greater expense to the Corporation than the maintenance service it would normally provide, the subscriber shall pay such charges as the Corporation may fix instead of the charges specified in Schedule 15;

(ii) in the case of a private attachment which is not referred to in Schedule 15, such charges as the Corporation may fix;

(*c*) the private attachment shall be installed at the subscriber's expense by a person approved by the Corporation and, if the Corporation so requires, it shall be installed in accordance with a specification prepared by that person and approved by the Corporation;

(*d*) the subscriber shall arrange for any renewals, repairs, modifications, or alterations of the private attachment which the Corporation may from time to time consider to be rendered necessary by a cause other than fair wear and tear, to be effected at the subscriber's expense by a competent person, subject to the right of the Corporation to require that the work be carried out by a person approved by it under arrangements which it has approved; or the Corporation may itself effect such necessary work and the subscriber shall pay such charge as the Corporation may fix;

(*e*) the Corporation may, if it considers that it is no longer practicable to maintain the private attachment in satisfactory working order, cease to maintain it after giving summary notice to the subscriber;

(*f*) in a case where parts only of the private attachment are to be maintained by the Corporation, if at any time the Corporation considers that the arrangements for maintaining the other parts of the private attachment are unsatisfactory or that those parts are not being adequately maintained, it may disconnect the private attachment from the installation and cease to maintain it, after giving summary notice of its intention to the subscriber.

(6) The following additional conditions shall apply to private attachments which are not to be maintained by the Corporation:

(*a*) the subscriber shall arrange, at his own expense, for the private attachment to be installed, connected and maintained in an approved manner by a competent person;

(*b*) the subscriber shall arrange for any renewals, repairs, modifications, or alterations of the private attachment which the Corporation may from time to time consider necessary, to be effected at the subscriber's expense by a competent person;

(*c*) the Corporation may, at any time, disconnect the private attachment from the installation if it considers that the private attachment has not been satisfactorily installed or connected or is not being adequately maintained;

(*d*) the subscriber shall, if and whenever so requested by the Corporation, arrange for the private attachment to be inspected by the Corporation either before or after it is placed, attached, or used and shall pay in respect of each inspection such charge as the Corporation may fix;

(*e*) the Corporation may, at the request of the subscriber, inspect and test the working efficiency of the private attachment and the subscriber shall pay in respect of such service such charge as the Corporation may fix;

(*f*) if the private attachment is an answering machine or an answering/recording machine the recorded information given by means of the machine to very caller shall include:

(i) a statement that the call is being answered by means of an answering machine or an answering/recording machine (unless this would be likely to be known to the caller because his call is to an advertised recorded information service) and the telephone number of the installation to which the machine is connected; and

(ii) in the case of an answering/recording machine, a statement that a message from the caller may be recorded on the machine together with instruction as to the form which such message may take and as to the time when the caller should begin to record the message;

and if any additional recorded information is given by means of an answering machine or an answering/recording machine it shall be confined to all or any of the following matters:

(iii) the identity of the person on whose behalf the call has been answered by means of the machine; an explanation of his absence; his expected time of return; and an alternative telephone number at which he may be called or at which a message may be left for him;

(iv) any other matter which is approved by the Corporation either specifically or by general description.

(7) If the private attachment performs a switching function between telephone exchange lines and telephone instruments the subscriber shall, in accordance with paragraph 41B, apply to the Corporation for it to be maintained by the Corporation or under arrangements made by it.

(8) The provisions of this paragraph shall apply to anything attached to, or placed, or used in relation to a private attachment or a radiophone as if the private attachment or the radiophone were an installation and the thing attached, placed, or used were a private attachment.

(9) In this paragraph references to "an installation" and references to "a private attachment" or "private attachments" shall, except where the contrary is provided or the context otherwise requires, be interpreted as including references to a part or parts of an installation or of a private attachment as the case may be."

Complaints panel

18. Paragraph 40A of the principal Scheme (as amended) is hereby revoked.

Telephone instruments

19. After paragraph 41 of the principal Scheme there shall be inserted the following additions:

"Telephone instruments

41A.—(1) Where telephone service is provided for the purpose of speech communication by means of a single telephone exchange line connected to one or more telephone instruments, at least one such instrument, together with any

apparatus (whether or not incorporated in that instrument) which performs a switching function between the exchange line and any such telephone instrument, shall be supplied and maintained by the Corporation and shall be connected by the Corporation unless connected by being plugged into a connecting point which is a socket.

(2) Where telephone service is provided for the purpose of speech communication by means of a group of two or more telephone exchange lines capable of being accessed by a single telephone number and the only apparatus connected thereto in the subscriber's premises is not designed to perform a switching function between telephone exchange lines and telephone instruments, the following conditions shall apply:

(*a*) at least one telephone instrument for each exchange line shall be supplied and maintained by the Corporation and it shall be connected by the Corporation unless connected by being plugged into a connecting point which is a socket; or, alternatively,

(*b*) at least one telephone instrument, capable of being connected to each of the exchange lines for test purposes by being plugged into a connecting point which is a socket, shall be supplied and maintained by the Corporation."

Maintenance of Switching Apparatus

20. After paragraph 41A of the principal Scheme (as amended) there shall be inserted the following additional paragraph:

"**Maintenance of switching apparatus**

41B. The subscriber shall apply to the Corporation for the maintenance by it, or (at the Corporation's discretion) under arrangements made by it, of any apparatus and ancillary wiring by whomsoever supplied (including wiring connecting the apparatus to telephone instruments) which performs a switching function between two or more telephone exchange lines and telephone instruments providing speech communication."

Business lines

21. In paragraph 42, the following shall be substituted for sub-paragraphs (1) and (2):

"(1) Where immediately before this Scheme came into operation telephone service was provided for a subscriber by means of a telephone exchange line which was regarded as a business line and thereafter the service continues to be so provided, that line shall continue to be regarded as a business line.

(2) Where before the date on which this Scheme came into operation a subscriber applied for service by means of a telephone exchange line and received written notification from the Post Office that the line would be regarded as a business line, that line shall be so regarded if such service is provided thereby on or after that date."

Calls from coin box lines

22. In paragraph 51(1), the words "provided by the Post Office" shall be omitted.

Calls made by means of special equipment, etc.

23. In paragraph 52(1), for the words "the Post Office provides" there shall be substituted the words "the Corporation supplies to a subscriber or makes available to him".

Calls from another installation due to fault in subscriber's installation

24. In paragraph 52A, after the words "telephone installation", there shall be inserted the words "whereby service is"; and for the words "an installation not provided for him" there shall be substituted the words "another installation".

Temporary transfer and interception of telephone calls

25. In paragraph 53(3), there shall be substituted:

(*a*) for the words "Where an exchange line", the words "Where service by means of an exchange line";

(*b*) for "this service", wherever that expression appears, the words "this interception service";

(*c*) in the third sentence, for the words "paid for the exchange line", the words "paid for the service by means of the exchange line"; and for the words "person for whom the line was previously provided", the words "who requested the interception service".

Telephone Directories

26. For paragraph 63 of the principal Scheme there shall be substituted the following paragraph:

"**Telephone directories**

63.—(1) Subject to the provisions of this paragraph, the Corporation may make an entry in respect of every telephone exchange line in such of the telephone directories from time to time published by it or on its behalf as it considers appropriate, and every such entry may be made in such terms, form, manner and order as the Corporation thinks fit.

(2) A subscriber may apply to the Corporation in writing for a special entry, in respect of a specified telephone exchange line whereby service is provided for him, to be made (at the special charge mentioned in sub-paragraph (4)) in a telephone directory in terms or in a form mentioned in Schedule 16 and if the Corporation accedes to the application the following provisions of this paragraph (as amended, supplemented or superseded by the provisions of any Scheme made from time to time by the Corporation on or after 1st October 1981) shall apply.

(3) The Corporation may accede to such an application as is mentioned in sub-paragraph (2) on the express condition that the entry to which it relates will first appear in the next issue of the directory in which the Corporation considers it practicable to include it.

(4) The subscriber shall pay for each of the facilities referred to in sub-paragraph (2) rental at a rate determined by the Corporation whether by Scheme or otherwise (and so that different rates may be so determined with respect to

different classes or descriptions of entry or different circumstances); and unless and until a further determination has been so made with respect to any rate, rental shall be payable by the subscriber at the appropriate rate specified in Schedule 16 in relation to the facility and the directory concerned.

(5) The period in respect of which the said rental shall be payable shall begin on the first day of the month in which is published the first issue of the telephone directory in which effect is given to the applicaion and shall end as provided in the next following sub-paragraph.

(6) The Corporation may at any time give written notice to the subscriber that it is no longer prepared to accede to his application made under sub-paragraph (2) and the subscriber may at any time by written notice to the Corporation withdraw such an application. In the event of such notice being given by either the Corporation or the subscriber the period referred to in sub-paragraph (4) shall end on the first day of the month in which is published the next subsequent issue of the telephone directory concerned, whether effect is given to the notice of withdrawal in that issue or not; and if no such notice is given, the said period shall end on the date when the subscriber's liability to pay rental in respect of the telephone exchange line concerned ceases.

(7) On the termination of the period referred to in sub-paragraphs (4) and (5) the Corporation shall repay to the subscriber or allow him in account the appropriate proportion of any instalment paid in advance in respect of a period ending after such determination.

(8) (*a*) In this paragraph and in Schedule 16:

"telephone directory" does not include any directory in which the entries are classified according to the trades or professions of the subscribers;

"main telephone directory" means the London Postal Area Telephone Directory and the London, Outer London and Provincial Telephone Directory published in numbered sections;

"business telephone directory" means a telephone directory published in addition to the main telephone directory and any local telephone directory, containing entries relating to certain business lines in a particular geographical area;

"local telephone directory" means a telephone directory containing entries relating to a particular geographical area, not being a section of the main telephone directory or a business telephone directory;

"main entry" means a single entry relating to the exchange line or lines provided for a subscriber at one address;

"extra entry" means an entry additional to a main entry, and relating to the exchange line or lines to which that main entry relates;

"extra word" means any word which the Corporation permits to be included in an entry on condition that the extra charge specified in Schedule 16 is payable therefor.

(*b*) References in this paragraph to an issue of a directory being a directory which is published in sections, shall be construed as references to the issue of the section which is or would be appropriate to the particular entry or exchange line.

(*c*) Where an issue of a directory is dated by a reference to a month and year appearing therein or thereon, that issue shall be deemed to have been published on the first day of the month referred to.

(9) Where the Corporation has acceded to a subscriber's application under sub-paragraph (2), the liability of the Corporation (if any) for or in respect of any loss or damage whatsoever suffered by him by reason of any error in, or omission from any telephone directory of any entry to which the application relates or any error in any such entry (being an omission or error of whatever nature and howsoever caused in breach of a contract which, by virtue of section 22(2) of the Act, is deemed to have been made) shall be limited to an amount equal to the annual rental paid or payable by the subscriber for the exchange line in respect of which the correct entry ought to have been made pursuant to the application; and in this sub-paragraph "the annual rental" means rental paid or payable for a period of twelve calendar months beginning with the first day of the month in which was published the issue of the directory in which the erroneous entry appeared or from which the entry was omitted.

(10) Where:

(*a*) an entry, or special entry in respect of a subscriber's telephone exchange line has been omitted from an issue of a directory in which the Corporation is satisfied it ought to have appeared; or

(*b*) a serious error in, or omission from, an entry in an issue of a directory in respect of a subscriber's telephone exchange line has occurred and the Corporation is satisfied that the error or omission is not attributable to any fault on the part of the subscriber;

the Corporation may take such measures as it thinks fit to mitigate any inconvenience which might be suffered by the subscriber in consequence of the omission or error; and such measures may consist of, or include, one or more of the following:

(*a*) in case of error, redirection of calls;

(*b*) supply to the subscriber of printed cards to enable the subscriber to notify persons of his telephone number at the expense of the Corporation;

(*c*) reimbursement of the cost, incurred by the subscriber of notifying persons of his telephone number by means of one or more advertisements in a suitable local or trade newspaper in terms approved by the Corporation.

In exceptional cases, the Corporation may consider making an ex-gratia payment not exceeding one year's rental applicable to the exchange line in respect of which the error or omission was made.

(11) Where an entry in respect of an exchange line has been omitted from a directory or an error has occurred therein, the subscriber for whom service is provided by means of that line shall give notice of that omission or error to the Corporation as soon as practicable after the issue of the directory from which the entry was omitted or in which the error occurred."

Telex directories

27. For paragraph 74 of the principal Scheme there shall be substituted the following paragraph:

"**Telex directories**

74.—(1) Subject to the provisions of this paragraph, the Corporation may make an entry in respect of every telex exchange line in such of the telex directories from time to time published by it or on its behalf as it considers appropriate, and every such entry may be made in such terms, form, manner and order as the Corporation thinks fit.

(2) A subscriber may apply to the Corporation in writing for one or more special entries, in respect of a specified telex exchange line whereby service is provided for him, to be made (at the special charge mentioned in sub-paragraph (4)) in a telex directory in terms or in a form mentioned in Schedule 16 and if the Corporation accedes to the application the following provisions of this paragraph (as amended, supplemented or superseded by the provisions of any Scheme made from time to time by the Corporation on or after 1st October 1981) shall apply.

(3) The Corporation may accede to such an application as is mentioned in sub-paragraph (2) on the express condition that the entry to which it relates will first appear in the next issue of the directory in which the Corporation considers it practicable to include it.

(4) The subscriber shall pay for each of the facilities referred to in sub-paragraph (2) rental at a rate determined by the Corporation whether by Scheme or otherwise (and so that different rates may be so determined with respect to different classes or descriptions of entry or different circumstances); and unless and until a further determination has been so made with respect to any rate, rental shall be payable by the subscriber at the appropriate rate specified in Schedule 16 in relation to the facility and the directory concerned.

(5) The period in respect of which the said rental shall be payable shall begin on the first day of the month in which is published the first issue of the telex directory in which effect is given to the application and should end as provided in the next following sub-paragraph.

(6) The Corporation may at any time give written notice to the subscriber that it is no longer prepared to accede to his application made under sub-paragraph (2) and the subscriber may at any time by written notice to the Corporation withdraw such an application. In the event of such notice being given by either the Corporation or the subscriber the period referred to in sub-paragraph (4) shall end on the first day of the month in which is published the next subsequent issue of the telex directory concerned, whether effect is given to the notice of withdrawal in that issue or not; and if no such notice is given, the said period shall end on the date when the subscriber's liability to pay rental in respect of the exchange line concerned ceases.

(7) On the termination of the period referred to in sub-paragraphs (4) and (5) the Corporation shall repay to the subscriber or allow him in account the appropriate proportion of any instalment paid in advance in respect of a period ending after such determination.

(8) (*a*) In this paragraph and in Schedule 16:

"main entry" means a single alphabetical entry and single answer-back entry relating to the installation provided for a subscriber at one address;

"extra entry" means an entry additional to a main entry and relating to the installation to which that main entry relates;

"extra word" means any word which the Corporation permits to be included in an alphabetical entry on condition that the extra charge specified in Schedule 16 is payable therefor.

(*b*) Where an issue of a directory is dated by a reference to a month and year appearing therein or thereon, that issue shall be deemed to have been published on the first day of the month referred to.

(9) Where the Corporation has acceded to a subscriber's application under sub-paragraph (2), the liability of the Corporation (if any) for or in respect of any loss or damage whatsoever suffered by him by reason of any omission from any telex directory of any entry to which the application relates or any error in any such entry (being an omission or error of whatever nature and howsoever caused in breach of a contract which, by virtue of section 22(2) of the Act, is deemed to have been made) shall be limited to an amount equal to the annual rental paid or payable by the subscriber for the exchange line in respect of which the correct entry ought to have been made pursuant to the application; and in this sub-paragraph "the annual rental" means rental paid or payable for a period of twelve calendar months beginning with the first day of the month in which was published the issue of the directory in which the erroneous entry appeared or from which the entry was omitted.

(10) Where:

(*a*) an entry, or special entry in respect of a subscriber's telex exchange line has been omitted from an issue of a directory in which the Corporation is satisfied it ought to have appeared; or

(*b*) a serious error in, or omission from, an entry in an issue of a directory in respect of a subscriber's telex exchange line has occurred and the Corporation is satisfied that the error or omission is not attributable to any fault on the part of the subscriber;

the Corporation may take such measures as it thinks fit to mitigate any inconvenience which might be suffered by the subscriber in consequence

of the omission or error; and such measures may consist of, or include, one or more of the following:

(*a*) in case of error, redirection of calls;

(*b*) supply to the subscriber of printed cards to enable the subscriber to notify persons of his telex number at the expense of the Corporation;

(*c*) reimbursement of the cost incurred by the subscriber of notifying persons of his telex number by means of one or more advertisements in a suitable local or trade newspaper in terms approved by the Corporation.

In exceptional cases, the Corporation may consider making an ex-gratia payment not exceeding one year's rental applicable to the exchange line in respect of which the error or omission was made.

(11) Where an entry in respect of an exchange line has been omitted from a directory or an error has occurred therein, the subscriber for whom service is provided by means of that line shall give notice of that omission or error to the Corporation as soon as practicable after the issue of the directory from which the entry was omitted or in which the error occurred."

Private circuits to a point outside the United Kingdom or the Isle of Man

28. In paragraph 76, the following shall be substituted for sub-paragraphs (2) and (3):

"(2) The provisions of this Scheme shall apply to that part only of the circuit which consists of equipment and apparatus owned by, or under the control of, the Corporation (including any terminal apparatus supplied by it) and:

(*a*) the Corporation shall not be responsible in any way for any other part of the circuit;

(*b*) the Corporation may suspend summarily without prior notice to the subscriber private service by means of a private circuit if service by means of any such other part of the circuit is terminated."

Restrictions on assignment of private service and use of installation

29. In paragraph 77, there shall be substituted:

(*a*) in sub-paragraph (2), for the words "the installation or any part of the installation is provided", the words "the service is wholly or in part provided".

(*b*) in sub-paragraph (5) for head (*a*):

"(*a*) it is an express purpose of the private service provided by means of those circuits that they should be so connected either continuously or from time to time; or";

and in sub-paragraph (2) of that paragraph, there shall be inserted after the words in parenthesis, the word "of".

Dated the 18th day of September 1981.

Signed on behalf of British Telecommunications by

Geoffrey J. Jones (a person authorised by British Telecommunications to act in that behalf).