*ISSN no.* **1178-2560**
Project no. 13.01/45304

**Public** version

**Attachment B to the Designated Multinetwork Determination (Decision [2021] NZCC 27)**

# Terms for Local and Mobile Number Portability in New Zealand

# "LMNP TERMS"

## TABLE OF CONTENTS

**EXPLANATORY STATEMENT ..... 4**
THE KEY ATTRIBUTES OF THE IPMS ..... 5
SERVICE PROVIDER/CARRIER ENVIRONMENT OPTIONS ..... 6
**EFFECT OF THE LMNP TERMS ..... 7**
PURPOSE ..... 7
STATUS OF THE LMNP TERMS ..... 7
ANTICIPATED BENEFITS TO INDUSTRY ..... 7
**SCOPE AND OBJECTIVES ..... 7**
SCOPE ..... 7
OBJECTIVES ..... 9
**CONVENTIONS IN THE LMNP TERMS ..... 9**
INTERPRETATIONS ..... 9
DEFINITIONS ..... 10
**BUSINESS RULES ..... 15**
GENERAL BUSINESS RULES ..... 15
NUMBER MANAGEMENT ..... 18
EQUIVALENT SERVICE ..... 19
NEW ENTRANTS ..... 19
ACCESS TO THE IPMS BY AN ENTITY NOT PARTY TO THE LMNP TERMS ..... 20
**SERVICE PROVIDER RESPONSIBILITIES ..... 20**
GENERAL SERVICE PROVIDER RESPONSIBILITIES ..... 20
GSP RESPONSIBILITIES: ..... 22
LSP RESPONSIBILITIES ..... 25
FAULT MANAGEMENT ..... 25
TRANSFER OF PORTED NUMBER TO ANOTHER PERSON ..... 25
RIGHT TO USE THE PORTED NUMBER REGISTER ..... 26
**CARRIER RESPONSIBILITIES ..... 26**
CARRIER RULES ..... 26
MAINTAINING RECORDS OF PORTED NUMBERS ..... 26
RFS DATE NOTICE PERIOD ..... 27
PLANNED AND UNPLANNED OUTAGES ..... 27
**ADMINISTRATIVE ISSUES ..... 31**
CLARIFICATION AND RECONSIDERATION OF THE LMNP TERMS ..... 31
DISPUTE RESOLUTION ..... 31
EXITING THE IPMS ..... 36
FAILURE TO MEET SERVICE LEVELS ..... 37
EXEMPTIONS ..... 40
SUBPART 2 OF PART 4A ..... 40
PUBLICATION OF PORTING STATISTICS ..... 40
**PORTING PROCESSES ..... 41**
PORT REQUEST PROCESS ..... 42
PORT ACTIVATION PROCESS ..... 46
APPROVED PORT CHANGE ..... 51
PORTED NUMBER RELINQUISHMENT PROCESS ..... 55
PORT EXPIRY PROCESS ..... 57
PORT WITHDRAWAL PROCESS ..... 59
EMERGENCY RETURN ..... 60
NUMBER QUARANTINE ..... 61

**IPMS CAPABILITIES.....61**
BASIC METHODOLOGIES ..... 61
TECHNOLOGY SPECIFICATIONS ..... 61
USERS AND SECURITY..... 64
ERROR HANDLING ..... 65
REPORTING AND DATA EXTRACTS ..... 65
ENQUIRY SCREENS..... 66
ARCHIVING ..... 66
MIGRATION ..... 66
DATA INTEGRITY/SYNCHRONISATION..... 66
**APPENDIX: TABLES.....67**
TABLE 1: PORT REQUEST FIELDS ..... 67
TABLE 2: SERVICE LEVELS ..... 68
TABLE 3: RFS DATE MINIMUM AND MAXIMUM NOTICE PERIODS..... 70
TABLE 4: PORT REQUEST TESTS..... 71
TABLE 5: CHECKS PERFORMED BY THE LOSING SERVICE PROVIDER AT STEP PR5..... 72

## Explanatory Statement

The Number Porting arrangements for Local Numbers and Mobile Numbers in New Zealand are provided for in the Commerce Commission's Determination pursuant to Decision [2021] NZCC 27, including:

- Terms for Local and Mobile Number Portability in New Zealand (LMNP Terms); and
- Network Terms for Local and Mobile Number Portability in New Zealand (Network Terms).

LMNP is governed by two sets of terms and conditions, the LMNP Terms and the Network Terms. Therefore, a party will have to comply with both the LMNP Terms and the Network Terms to deliver LMNP in compliance with the Commission's Determination.

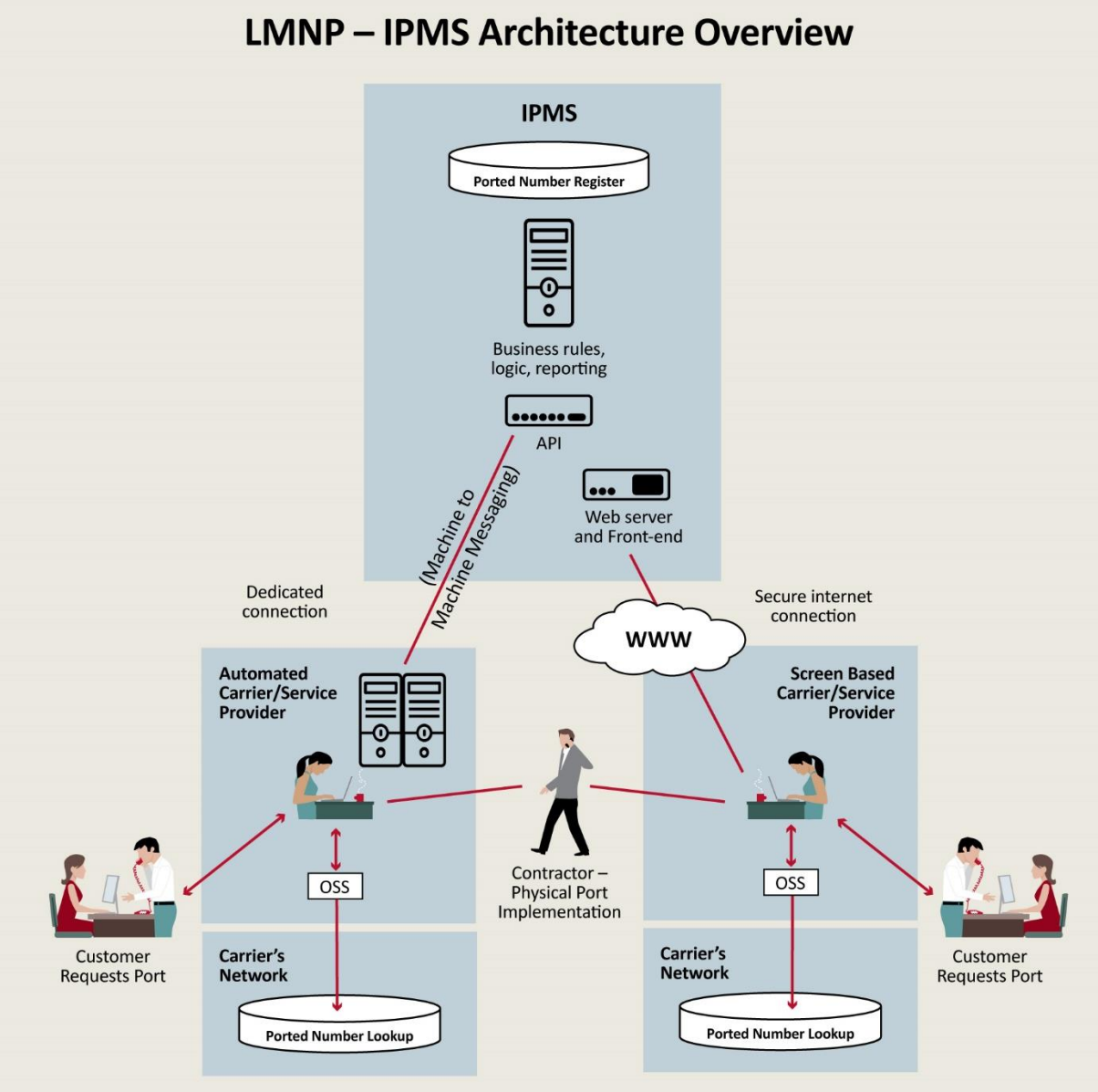
The LMNP Terms detail the processes that enable end-users to Port their Numbers and set out the rights and obligations of parties to these terms in a Number portability environment. These processes are based around an Industry Portability Management System (IPMS) which facilitates number portability between Service Providers and Carriers but relies on Carriers to configure and update their Networks and support systems to ensure calls to and from Ported Numbers are correctly routed.

In a number portability environment, changes are required to the traditional way in which calls are routed from originating Carriers to terminating Carriers. For voice services, this applies to local, national, fixed-to-mobile, mobile-to-fixed, mobile-to-mobile, incoming and outgoing international and other calls involving Local or Mobile Numbers.

These LMNP Terms detail the processes that will enable Customers to Port their Local and Mobile Numbers. They set out the rights and obligations of participating Carriers in a Local and Mobile Number Portability (LMNP) environment.

The processes for portability in New Zealand will continue to be based around a centralised IPMS.

The role of the IPMS is to provide reliable message transport, process tracking, coordination, and management. It is a tool which facilitates LMNP but relies on the Networks being able to support portability. The IPMS does not handle call routing but is the sole authority on all Ported Numbers. This is used by Carriers to update their own Networks to ensure calls to Ported Numbers are correctly routed.




All the participants in LMNP need to communicate their requests and responses via the IPMS.

**The Key Attributes of the IPMS**

*The centralised architecture comprises:*

- A Ported Number database containing the Ported Number Register;
- A Number Portability Management System, containing the business rules, logic and systems for managing Port Requests;
- An applications programming interface (API) for a consistent transactional interface with Carriers and Service Providers to the IPMS;
- A web server providing HTTP service interface for browser-based sessions using the same rules and capabilities that the API uses; and

- Management applications, reporting, logging, and security reports.

Access may be either via a dedicated leased line or secure internet connection.

**Service Provider/Carrier Environment Options**

Access to the IPMS will be flexible and will allow parties to select the approach that best suits them:

| | |
|---|---|
| Screen based: | parties may choose to access IPMS via simple Screen GUIs; |
| Automated: | transactions could be responded to automatically via a machine-to-machine interface. Transactions will be presented to a user within internal systems if the response cannot be dealt with automatically; or |
| Hybrid: | parties could use a combination of both screen based and automated processes, selecting the most appropriate option. IPMS has the ability to send certain alerts and updates to Parties that lack full automation. |

Further details are contained in the body of these LMNP Terms.

For more information, please contact the administrator on: info@tcf.org.nz.

## Effect of the LMNP Terms

### Purpose

1. The purpose of these LMNP Terms is to provide for the business requirements for Local and Mobile Number Portability (LMNP).

### Status of the LMNP Terms

2. These LMNP Terms are determined under the Telecommunications Act 2001 (Act), for the implementation of the processes that will allow the ongoing management of LMNP. The LMNP Terms apply to all parties to the Determination who are access seekers or access providers in relation to either of the designated multinetwork services local telephone number portability service or cellular telephone number portability service, and any person who becomes an access provider subsequent to the Determination being made.

### Anticipated Benefits to Industry

3. The purpose of these LMNP Terms is to provide benefits to the industry and end-users of telecommunications services in New Zealand, including by:

    3.1 Standardising industry practices in relation to LMNP, and providing certainty in their operation as well as cost effectiveness and efficiency;

    3.2 Minimising industry costs of compliance to implement and maintain the IPMS;

    3.3 Ensuring that all Carriers can meet their call routing responsibilities so that calls to Customers with Ported Numbers are routed successfully;

    3.4 Ensuring service to the Customer is maintained by specifying Service Levels; and

    3.5 Ensuring the efficient and effective inter-Service Provider and inter-Carrier operational arrangements using the IPMS.

## Scope and Objectives

### Scope

4. The LMNP Terms set out operational procedures and processes, between Service Providers and Carriers, for the implementation and ongoing management of Porting Processes.

5. It is expected that there will be a continuing relationship between a given Service Provider and its Carriers. This relationship shall enable the parties to meet the requirements of the LMNP Terms. These LMNP Terms do not define all the details of this relationship. Service Providers and the Carriers, on whose Network they are providing services, may agree procedures for those transactions that take place

between them, consistent with the procedures detailed in the LMNP Terms. Procedures provided in the LMNP Terms must be supported.

6. The LMNP Terms are binding on all parties to the Determination, in accordance with the Act, including any person who becomes an access provider subsequent to the Determination being made.

7. All Service Providers and Carriers must provide LMNP in accordance with these LMNP Terms and any relevant legislation or determinations of regulatory bodies except to the extent that an exemption has been granted to a Carrier under the Network Terms. If such an exemption has been granted under the Network Terms, the relevant Carrier will be exempted from particular provisions in these LMNP Terms in relation to the specific period and purposes, Customers or classes of Customers, or conditions for which the relaxation has been granted under the Network Terms.

8. In the event of any inconsistency between these LMNP Terms and any legislation or determinations of regulatory bodies, then such legislation or determinations will prevail, to the extent of the inconsistency. For the avoidance of doubt, nothing in this Determination ousts the jurisdiction of the Commission to enforce the Determination in accordance with Subpart 2 of Part 4A of the Act.

9. The Service Levels in these LMNP Terms will be the default minimum industry standard and can be improved by bilateral arrangements provided that those bilateral arrangements do not impact on the ability of other participants to interwork with parties to those arrangements in accordance with the minimum Service Levels.

10. The functionality of the IPMS will allow for the following scenarios:

| | Change in Carrier | No Change in Carrier |
|---|---|---|
| Change in Service Provider | Yes | Yes |
| No Change in Service Provider | Yes | X |

11. These LMNP Terms apply specifically to enable LMNP. Clarification or reconsideration of these LMNP Terms by the Commerce Commission may be sought in accordance with the Act.

12. Nothing in these LMNP Terms shall prevent any party, or the Commission, from enforcing these LMNP Terms in accordance with Subpart 2 of Part 4A of the Telecommunications Act.

**Objectives**

*The objectives of the LMNP Terms are to:*

12.1 Set out procedures between Service Providers to enable a Customer to retain their Number when transferring from one Service Provider to another, notwithstanding that the relevant Number range containing the Number will continue to be held by the Donor Carrier;

12.2 Allow a Customer to relocate premises coincident with, or after the Porting of their Local Number, provided the premises remain in the same Donor Carrier Local Calling Area;

12.3 Set out competitively neutral and non-discriminatory processes for the implementation and operation of LMNP;

12.4 Set out competitively neutral processes by which Service Providers may exchange relevant information with each other to support the Porting Processes;

12.5 Set out procedures that will ensure a minimum break in or loss of service during a Port;

12.6 Set out criteria against which the compliance of Service Providers and Carriers with the LMNP Terms may be measured; and

12.7 Provide a robust process that can support LMNP in a timely fashion.

## Conventions in the LMNP Terms

**Interpretations**

*In the LMNP Terms:*

12.8 Sections, clauses, paragraphs, and other headings are for ease of reference only and will be ignored in constructing the LMNP Terms;

12.9 Unless the context otherwise requires, references to sections, clauses, paragraphs, and appendices are references to sections and clauses of, and appendices to the LMNP Terms;

12.10 Any reference in the LMNP Terms to a statute, statutory instrument, regulation or order will be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time;

12.11 Any references to a “party”, is to a party to the Determination (unless specifically provided to the contrary) and will be deemed to include its successors and permitted assigns and includes any person who becomes an access provider subsequent to the Determination being made;

12.12 A reference to a "person" includes an individual, firm, company, corporation, unincorporated body of persons, state or government or agency thereof, and any other body or entity (in each case whether or not having separate legal personality);

12.13 Any reference in the LMNP Terms to any gender includes all genders and a reference to the singular includes the plural and vice versa;

12.14 If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

12.15 A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

**Definitions**

*In the LMNP Terms, unless the context requires otherwise:*

| **Term** | **Definition** |
|---|---|
| Account Number | Means the unique reference number used by a Service Provider for a given Customer, which should appear on invoices. |
| Approved Port | Means a Port that has been approved in accordance with the Port Request Process. |
| Act | Means the Telecommunications Act 2001. |
| Approved Port Change or APC | Means the process set out in paragraph 238. |
| Audit IPMS Client | Means a Service Provider or Carrier whose compliance with a Service Level set out in these LMNP Terms is being audited by the Enforcement Agency under the Audit by the Enforcement Agency section of the Network Terms. |
| Bilateral Agreement | Means an agreement between a party who is obliged to comply with the LMNP Terms and another party (who might or might not also be a party to the LMNP Terms), relating in full or in part to Porting. |
| Billing Relationship | Means a relationship where the Service Provider has a bona fide right to charge the Customer for any chargeable activity relating to the Local Services or Mobile Services provided to that Customer. |

| Term | Definition |
|---|---|
| Business Day | Means "working day" as defined in section 5 of the Act but includes Saturdays and the days set out in paragraph (b) of the definition of "working day" in section 5 of the Act. |
| Carrier | Means an entity that operates a public switched telephone network (or a functionally equivalent system) that originates, transits or terminates calls. The same person may be both a Carrier and a Service Provider. If a party to the LMNP Terms has more than one Network, it can be classified as more than one Carrier. |
| Change Requester | Means the person who requests an Approved Port Change and, for the avoidance of doubt, may be the Gaining Carrier, Gaining Service Provider or Losing Carrier. |
| Complex Dispute | Has the meaning set out in paragraph 102. |
| Complex Port | Means a Port which involves a group of Local Numbers or a group of Mobile Numbers for a Customer, which the GSP and LSP agree are to be treated as a Complex Port. |
| Contractor | Means a third-party that performs on-site work on behalf of a Carrier. |
| Co-operative Period | Means the period of time beginning when a LSP queries a Port Request or Approved Port Change with a GSP, or vice versa, and ending on the earlier of resumption of the Porting Process or the expiry of the RFS Date of the Port Request or Approved Port Change (as the case may be), during which the parties will liaise directly to identify and endeavour in good faith to resolve any problems. The parties shall co-operate to facilitate Porting for the Customer. |
| Costs Allocation Issue | Means any disagreement or dispute between the parties which relates to the quantification of industry common system costs or per-line set-up costs for the purpose of allocation in accordance with the Commerce Commission's Determination in Decision [2021] NZCC 27 |
| Customer | Means a person who has a bona fide Billing Relationship with a Service Provider in respect of a Local Service or Mobile Service. |
| Customer Authorisation | Means a valid authorisation by the Customer or the Customer's duly appointed agent to Port the Number assigned to that Customer. |
| Customer Request | Means a request from a Customer to a GSP to Port a Number. |
| Departing Party | Has the meaning set out in paragraph 125. |

| Term | Definition |
|---|---|
| Determination | Means the Commerce Commission's Determination pursuant to Decision [2021] NZCC 27. |
| Donor Carrier or DC | Means the Carrier that has been allocated the Number by the NAD, or that is recognised by the NAD as having been allocated the Number. |
| Emergency Return | Means the process set out in paragraph 313. |
| Enforcement Agency | A Means the person nominated by the TCF and approved by the Commerce Commission or, if the TCF fails to nominate a person, a person appointed by the Commerce Commission, whose role is to monitor and enforce compliance with the Service Levels. The nominated person may perform the audits referred to in the LMNP Terms itself, or appoint an independent expert to conduct the audit on its behalf.<br><br>Until such time as a person is appointed in accordance with the above, the Enforcement Agency shall be the last appointed Enforcement Agency under [2016] NZCC 32. |
| Fraud and Security Protection Requirements | Means the requirements set out in paragraph 20. |
| Event | Means an instance of one of the agreed set of processes that can arise from a specific Customer action, for which a specific Process exists. |
| Gaining Carrier or GC | Means the Carrier that will become the Host Carrier, after the completion of a Port. |
| Gaining Service Provider or GSP | Means the Service Provider to which the Number is moving, or has already moved, in a Port. |
| Host Carrier | Means the Carrier on whose Network the Ported Number is connected. |
| Industry Portability Management System or IPMS | Means the software, hardware and other shared facilities used to give effect to the LMNP Terms. |
| Initiator | Has the meaning set out in paragraph 107. |
| IPMS User Guide | Means the user guide for the IPMS prepared by the vendor responsible for developing the IPMS, as amended from time to time by the vendor responsible for IPMS application maintenance and support. |
| LMNP Terms | Means these Terms for Local and Mobile Number Portability in New Zealand, including all Appendices hereto, as determined by the Commerce Commission. |
| Local and Mobile Number Portability or LMNP | Means Local Number Portability and Mobile Number Portability. |

| Term | Definition |
|---|---|
| Local Calling Area | Means that geographic area defined by the Donor Carrier within which Customers of the DNO have access to a Local Service. |
| Local Number | Means an 8-digit number, in the form: area code + NXXXXXX where area code equals 3,4,6,7 or 9 and "N" equals digits 2 to 9 (excluding 50AB). |
| Local Number Portability or LNP | Means the local telephone number portability service, as defined in the Telecommunications Act. |
| Local Service | Means the service associated with a Local Number. |
| Losing Carrier or LC | Means the Carrier that is the Host Carrier prior to the completion of the Port. |
| Losing Service Provider or LSP | Means the Service Provider that is losing the Number in a given Port Event. |
| Mediation Period | Has the meaning set out in paragraph 113. |
| Message | Means an identifiable step in the Porting Process. It is a defined communication between Service Providers or between Carriers. Examples of Messages include completion advice in relation to a Port Activation, or a rejection of a Port Request. |
| Mobile Number | Means a number in the form 02N + XXXXXX[XX] where "N" equals 0,1, 2,5,7,8 or 9 and other cellular numbers allocated by the NAD, or recognised by the NAD as having been allocated. |
| Mobile Number Portability or MNP | Means the cellular telephone number portability service, as defined in the Telecommunications Act. |
| Mobile Service | Means the service associated with a Mobile Number. |
| Multiple Number Port | Means a Port of more than one Number, of the same type, for the same Customer and the same RFS Date, under the same SOM. |
| Negotiation Period | Has the meaning set out in paragraph 110. |
| Network | Means a system comprising telecommunication links to permit telecommunication. |
| Network Terms | Means the Network Terms for Local and Mobile Number Portability in New Zealand determined by the Commerce Commission. |
| Number | Means a Local Number, a Mobile Number or both, as the case requires. |

| Term | Definition |
|---|---|
| Number Block | Means a contiguous set of individual Numbers that are managed as a single entity.<br>Number Blocks will typically exist for multi-line Customer configurations such as PBX, DDI, and centrex implementations.<br>Where the LMNP Terms refer to a Number Block, it could be referring to a contiguous block of centrex or DDI numbers. |
| Numbering Administration Deed or NAD | Means the organisation established under the Numbering Administration Deed dated 20 December 1998, or any such successor organisation or agreement that may be formed. |
| Operational and Support Manual for LMNP | Means a multilateral agreement between Carriers that covers operational issues that are not dealt with by the LMNP Terms or Network Terms. |
| Originating Carrier | Means the Carrier on whose Network a call originates. |
| Other Carrier | Means a Carrier that is a party to the LMNP Terms, but is not involved in a given Port Event as a Gaining Carrier, Losing Carrier, or Donor Carrier. |
| Planned Outage | Has the meaning set out in paragraph 92. |
| Port Activation or PA | Means the process set out in paragraph 195. |
| Port Expiry Process or PE | Means the process set out in paragraph 283. |
| Port or Porting | Means a process which achieves LMNP. |
| Port Request or PR | Means a request for a Port pursuant to paragraph 154 and including the data required as per the Appendix, Table 1. |
| Port Withdrawal or PW | Means the process set out in paragraph 299. |
| Ported Number | Means a Number that is currently hosted by any Carrier other than the Donor Carrier. |
| Ported Number Register or Register | Means a file maintained by the IPMS, which contains a list of the Numbers that have been Ported. Access to this Register is required for all participating Carriers. |
| Ported Number Relinquishment Process | Means the process set out in paragraph 263. |
| Porting Process | Means the processes described from section 146. |
| Privacy Act | Means the Privacy Act 2020. |
| Privacy Code | Means the Telecommunications Information Privacy Code 2020. |
| Public Holiday | Means a nationwide public holiday. |
| Ready for Service Date or RFS Date | Means the intended date and the time window for the Port Activation. |
| Relevant Party | Has the meaning set out in paragraph 109. |
| Service Levels | Means the Fraud and Security Protection Requirements and the service levels set out in the Appendix, Table 2. |

| Term | Definition |
|---|---|
| Service Order Management Number or SOM Number | Means a unique reference to a given single Port or Multiple Number Port. |
| Service Provider or SP | Means any person providing a Local Service or Mobile Service to a Customer and who has the Billing Relationship with the Customer for that service. The same person may be both a Carrier and a Service Provider. |
| Simple Port | Means a Port involving one or more Local Numbers or Mobile Numbers for a Customer which the gaining and losing parties agree is to be treated as a simple Port. |
| Standard Hours of Operation | Means 8.00am to 6.00pm on Business Days. |
| Unplanned Outage | Means an outage in the Carrier's System that may affect LMNP that is not a Planned Outage. |
| TCF | Means the New Zealand Telecommunications Forum Incorporated. |
| Technical Dispute | Has the meaning set out in paragraph 102.1. |
| Working Hours | Means elapsed hours during the Standard Hours of Operation. |
| Working Minutes | Means the elapsed minutes during the Standard Hours of Operation. |

## Business Rules

### General Business Rules

*Prior Notice*

13. The GSP is not required to give any prior notice of a Port outside of the processes described in the LMNP Terms. This does not prevent consultation between the parties for coordinating Ports.

*Non-discrimination*

14. In implementing and operating the LMNP Terms, all parties must act in a competitively neutral and non-discriminatory manner and must facilitate Porting by acting in compliance with principles and processes that are consistent with section 18 of the Telecommunications Act.

*Compliance with Service Levels*

15. Each party subject to the LMNP Terms must comply with the Service Levels. If a party fails to meet the Service Levels, the provisions set out from the Failure to meet Service Levels section to the Publication of Porting statistics section will apply. Despite these sections, a party to the Determination, or the Commission, may enforce the Determination in accordance with Subpart 2 of Part 4A of the Telecommunications Act.

*Privacy and Use of Information*

16. Information relating to Port Processes will be kept confidential at all times by the parties to the LMNP Terms except as set out in the Privacy and Use of Information section.

17. Information provided in Porting Processes can only be used for Porting, the routing of calls or in association with the delivery of telecommunications services, for Customer and network fault management, for fraud and security protection as set out in paragraph 20, and complaint handling. Information provided in Porting Process must not be used for any other purposes (including winback and marketing purposes).

18. A Service Provider or Carrier, which receives any type of information relating to the Porting of a Number may only use such information in accordance with the Privacy Act 2020, the Telecommunications Information Privacy Code 2020, and the LMNP Terms.

19. If there is any inconsistency between the LMNP Terms, the Privacy Act 2020, and the Telecommunications Information Privacy Code 2020, the Privacy Act and the Telecommunications Information Privacy Code prevail.

*Fraud and Security protection*

20. In implementing and operating the LMNP Terms, all parties to the LMNP Terms must ensure that they have appropriate policies and processes to mitigate security risks and prevent fraud during Porting, and that such policies and processes are consistent with the Operational and Support Manual for LMNP.

*Subject to New Zealand Law*

21. Parties to the LMNP Terms must comply with the laws of New Zealand (including any statute, subordinated legislation or decision of any court of regulatory body). In the event of any conflict or inconsistency, the laws of New Zealand prevail.

*Good Faith*

22. All parties will act co-operatively and in good faith to facilitate Porting Processes.

*Bilateral and other agreements*

23. Parties to the LMNP Terms may agree terms and conditions, in their Bilateral Agreements, for the provision of all appropriate and relevant services and service information that is required to facilitate and support the Porting Processes in an efficient and expeditious manner.

24. Parties to the LMNP Terms must ensure that any (subsequent) Bilateral Agreements are consistent with the LMNP Terms. Bilateral Agreements shall not reduce the minimum level of service prescribed in the LMNP Terms, but they can improve upon them.

25. Carriers may enter into Bilateral Agreements for higher Service Levels for standards and practices than those set out in the LMNP Terms, in which case the Bilateral Agreement will prevail over the LMNP Terms with respect to the relevant Service Level for standards and practices, to the extent of the inconsistency. In all other circumstances, if there is a conflict between the LMNP Terms and a Bilateral Agreement, the LMNP Terms shall prevail over the Bilateral Agreement to the extent of the inconsistency.

26. For the avoidance of doubt, Carriers may set out more detailed standards and practices in their Bilateral Agreements than are outlined in the LMNP Terms, provided that the more detailed standards and practices are consistent with, or provide for higher Service Levels than the standards and practices set out in the LMNP Terms.

27. All Carriers that are bound by the LMNP Terms must comply with the provisions of the Operational and Support Manual for LMNP, dealing with the operational issues not included in the LMNP Terms, which is to be agreed by the Carriers. In addition to the matters set out in paragraph 22 of the Network Terms, the Operational and Support Manual for LMNP must include:

    27.1 appropriate fraud prevention and security procedures;

    27.2 provided that if the Operational and Support Manual for LMNP contains anything inconsistent with these LMNP Terms or the Network Terms, then, to the extent of the inconsistency, the LMNP Terms or Network Terms, as the case may be, shall prevail.

*Local Calling Area Requirements*

28. The premises of a Customer with a Ported Local Number must be within the Donor Carrier's relevant Local Calling Area. A Customer with a Ported Local Number wishing to move premises can retain that Local Number provided that the new premises are within the same Donor Carrier's Local Calling Area. For the avoidance of doubt, the Gaining Carrier is under no obligation to transfer the Customer's Ported Local Number to the Customer's new premises.

29. The GSP is responsible for determining if a Ported Number can be allocated to new premises. The Donor Carrier will provide this information on request in a timely manner.

*Message Timing*

30. Messages sent outside Standard Hours of Operation are deemed to have been sent at 8am on the next Business Day.

*After Hours Porting*

31. Customers wishing to Port Numbers may require those Numbers to be Ported at a time convenient to the requirements of the Customers, including any time outside Standard Hours of Operation. The LMNP Terms do not impose an obligation on a

Service Provider or Carrier to process, or continue to process to completion, a Port outside the Standard Hours of Operation. Arrangements for processing and completing Ports outside the Standard Hours of Operation may be the subject of Bilateral Agreement.

*Multiple Porting of Numbers*

32. A Customer must be able to Port their Number more than once to different Carriers. That is, an initial Port from the Donor Carrier to a new Host Carrier may be followed at later dates by subsequent Ports from that Host Carrier to other Host Carriers, including the original Donor Carrier.

*Change of Directory Number*

33. Porting shall not require Customers to change their directory number, nor have to know, nor use any Number other than their directory number.

**Number Management**

34. No ownership rights, title, or interest in any Number or numbering scheme will be conferred upon a Carrier, Service Provider, or Customer by the LMNP Terms or by any Porting Process pursuant to the LMNP Terms.

35. Each Number shall only have a single Service Provider and Host Carrier associated with it at any given point in time.

36. Each Number shall only have a single Donor Carrier associated with it. The Donor Carrier does not change as a result of any of the Porting Processes pursuant to the LMNP Terms.

37. Service Providers and Carriers are required to ensure the continuing integrity of Number Blocks associated with a Porting Process, and:

    37.1 Number Blocks may from time to time contain unused or inactive Numbers, these Numbers are considered to be part of the Port, and hence all Numbers within a Number Block may be Ported;

    37.2 Unused or inactive Numbers within a Number Block may not be allocated or used for any purpose for any Customer other than the Customer who has the other Numbers within that Number Block;

    37.3 Unless the Billing Relationship has ceased, to keep the Number Block intact Numbers within a Ported Number Block that are relinquished do not need to be relinquished under the prescribed Ported Number Relinquishment Process; and

    37.4 Where a Port Request includes Number Blocks, the Port Request may include relinquishment information for Numbers that are specifically not required to be Ported.

**Equivalent Service**

38. To the extent that the IPMS contains Service Levels performance data, and data on the status and timings of Porting Processes, these may be relevant to investigations into Equivalent Service (as that term is defined in the Network Terms).

**New Entrants**

39. Each new party to the Determination must use its best endeavours to Port Local Numbers as soon as possible after the date that the Commission confirms that it qualifies as a new party to the Determination, having been satisfied that the new party and at least one existing party have successfully interconnected (the "Qualifying Date"). Each new party to the Determination must ensure that Customers are able to Port Local Numbers no later than three months after the Qualifying Date, (the "Implementation Period").

40. Where a new party to the Determination is unable to Port Local Numbers on or before the expiry of the Implementation Period, it must apply to the Commission for an extension of time.

41. Each new party to the Determination must use its best endeavours to Port Mobile Numbers as soon as possible after the date that the Commission confirms that it qualifies as a new party to the Determination, having been satisfied that the new party and at least one existing party have successfully interconnected (the "Qualifying Date"). Each new party to the Determination must ensure that Customers are able to Port Mobile Numbers no later than three months after the Qualifying Date, (the "Implementation Period").

42. Where a new party to the Determination is unable to Port Mobile Numbers on or before the expiry of the Implementation Period, it must apply to the Commission for an extension of time.

43. Once a new party has been issued a Number Block by the NAD and operates a PSTN they are a party to the Determination and are liable for costs under this Determination.

44. Unless it is aware of anything to the contrary the Commission will accept that a party has meet the above criteria when it receives written notification from the NAD that the party has been allocated a Number Block and confirmation that notification has also been sent to the new party.

45. Each new party to the Determination must use its best endeavours to Port Local and/or Mobile Numbers as soon as possible after the date the new party and at least one existing party have successfully interconnected (the "Qualifying Date"). Each new party to the Determination must ensure that Customers are able to Port Local and/or Mobile Numbers no later than three months after the Qualifying Date.

46. All parties to the Determination will act co-operatively and in good faith to facilitate new parties to the Determination gaining access to Local Number Portability and Mobile Number Portability.

**Access to the IPMS by an Entity Not Party to the LMNP Terms**

47. Government agencies (including without limitation emergency services such as the Police and Fire Service) and third parties will be entitled to access the IPMS for information purposes only in the conduct of their lawful operations. The terms on which these parties will be granted access will be specified by the TCF and set out in an IPMS access agreement between the TCF and the party seeking access.

## Service Provider Responsibilities

**General Service Provider Responsibilities**

48. Once the Port Activation Process commences, the GSP will be considered the primary Service Provider. It is the GSP's responsibility to ensure the smooth transition of the Port for the Customer.

*Right to Port*

49. Service Providers shall only initiate a Port Request for a Number where the person requesting the Port has made a representation that they are the Customer for that Number, and that they have the authority to request the Port. Prior to submitting a Port Request for each Number, the GSP must obtain a valid Customer Authorisation from the Customer seeking to Port the Number.

*Right to refuse to Port*

50. GSP's have the right to accept or reject a Customer's request to Port to that GSP a Number that is assigned to the Customer.

*Categorisation of Ports*

51. The GSP must initially nominate a category to be used to Port a Number. These categories are:

    51.1 Simple Local;

    51.2 Simple Mobile;

    51.3 Complex Local; or

    51.4 Complex Mobile.

52. If the LSP disagrees with the category of the Port nominated, it must be resolved between the GSP and the LSP during the Co-operative Period. If the GSP and LSP cannot resolve such disagreement before the expiry of the Co-operative Period, that Port shall be treated as a Complex Port.

*RFS Date*

53. The RFS Date notice period must comply with the minimum and maximum notice periods set out in the Appendix, Table 3. The RFS Date is determined by the GSP.

*SOM Number to be used to Track Events*

54. All Numbers associated with a GSP's Port Request for the Customer must be identified by a unique SOM Number covering all the Numbers being Ported from an LSP. Once a SOM Number is issued, all Messages for Porting Processes must include that SOM Number.

*Port Request Content*

55. A valid Port Request must include the information indicated as required information in the Appendix, Table 1.

*Port Request Rejection*

56. Where the details required to be supplied by the LSP are incomplete or incorrect or there is material doubt as to their completeness or correctness, and the issue cannot be resolved in accordance with the PR7. GSP Checks LSP Response section, the GSP is required to reject the Port Request.

*Porting Delays*

57. A Service Provider must advise all affected Service Providers as soon as practicable after becoming aware of any Porting delays, whether system or validation, that prevents processing of Porting Events in compliance with the Service Levels. Such advice does not relieve the Service Provider from its responsibility to meet the Service Levels or the consequences of any failure to do so.

58. Other delays such as Network failures or major outages shall be managed in accordance with the relevant provision contained in Bilateral Agreements between the parties.

*Service Provider Responsibilities*

59. The Service Provider is responsible for maintaining:

    59.1 Appropriate records to satisfy the routing, billing, and audit requirements of the LMNP Terms; and

    59.2 An interface with the processes required for the Porting Process through which they can request Ports, respond to Port Requests, and carry out all other Porting Processes prescribed in the Porting Processes section.

**GSP Responsibilities:**

*Customers Right to Information*

60. The GSP must advise the Customer that:

60.1 Any changes to the Port Request may impact the Porting RFS Date;

60.2 Once the Port Activation Process has begun it shall be completed; and

60.3 A subsequent Port Request will be required to change part or all of the original Port Request.

*Port Requests*

61. The GSP bears sole responsibility for ensuring:

61.1 that all Port Requests are valid and correct; and

61.2 that, prior to inputting a Port Request into the Porting Process for each Number, a valid and complete Customer Authorisation has been obtained from the Customer requesting Porting of the Number.

*Customer Authorisation*

62. A Customer Authorisation must contain, at a minimum, the following:

62.1 the Customer's details including name or business name and contact number and (where applicable) the name and contact number of the Customer's duly authorised representative;

62.2 acknowledgement that the Customer is authorised to request Porting in respect of the Number(s) referred to in the Customer Authorisation;

62.3 name of the Gaining Carrier or GSP;

62.4 name of the Losing Carrier or LSP;

62.5 the Numbers to be Ported and any associated Account Numbers;

62.6 the date of the Customer Authorisation; and

62.7 the Customer's express acknowledgement that he or she has been informed by the GSP of, and accepts, the information set out in paragraph 64 and the Customer's express authorisation for the relevant Numbers to be Ported to the GSP.

63. A Customer Authorisation shall cease to be valid at the end of thirty (30) days following the day on which it is given.

*Informed Consent*

64. In the process of obtaining a Customer Authorisation, the Gaining Carrier or GSP must inform the Customer:

64.1 that the Customer is Porting a Number from his or her current Service Provider to the GSP;

64.2 that by Porting the Number, the service(s) associated with that Number will be disconnected by the Losing Carrier or LSP and may result in finalisation of the Customer's account for the service(s);

64.3 that the Customer may continue to have outstanding obligations to the LSP and it is the Customer's responsibility to check the terms and conditions of his or her current contract with the LSP in relation to the Numbers sought to be Ported;

64.4 that although the Customer has the right to Port his or her Number(s), there may be costs and obligations associated with the Port, which may include early termination fees and Porting fees;

64.5 of any costs and obligations to the GSP associated with the Port; and

64.6 that after Porting the Number, particular services that were associated with that Number might not be supported by the Gaining Carrier or GSP; and

64.7 that they may need to give notice to the LSP of termination of the Customer's contract with the LSP.

*Customer Authorisation Validity Period*

65. The GSP must make a Port Request not more than sixty (60) days after receipt of the relevant Customer Authorisation, unless the Customer and GSP expressly agreed otherwise.

66. In the instance of a Customer connection being delayed for reasons beyond the control of the GSP leading to new services not being available until after the prescribed sixty (60) days, the Customer Authorisation will be deemed valid to complete the transfer unless the Customer has expressed their wishes to cancel the transfer in the meantime.

*Retention of Customer Authorisation*

67. The GSP must:

67.1 retain all Customer Authorisations; or

67.2 where a Customer Authorisation is completed on-line or via non-documentary methods, sufficient evidence of the on-line Customer

Authorisation or other non-documentary evidence to establish that the GSP complied with paragraph 62;

67.3 be able to produce for inspection evidence of a valid Customer Authorisation on request:

68. To the Commerce Commission within 5 Business Days for a period of 12 months from the completion of the Port.

69. To the LSP within 4 working hours for a period of 5 Business Days from the completion of the Port, for the purpose of investigating a possible unauthorised Port.

70. To the LSP within 5 working days for a period of 12 months from the completion of the Port, for the purpose of resolving a Customer complaint other than that which falls under the conditions of paragraph 69.

*Unauthorised Ports*

71. A Port shall be deemed to be unauthorised if the Customer Authorisation or the evidence referred to in paragraph 67.2 relating to the Number and Port in question:

71.1 cannot be produced by the GSP on request within the specified time;

71.2 is not complete and valid;

71.3 is illegible or indecipherable; or

71.4 records that the Customer Authorisation was given more than sixty (60) days before the Port Request was made, unless the Customer and GSP expressly agreed otherwise.

*Reversal of Unauthorised Ports*

72. If a Port is unauthorised and the Customer wishes to return the Number assigned to him or her to the LSP, then:

72.1 If the Port is completed, the LSP shall make a new Port Request and the parties involved shall Port the Number as a matter of urgency and within a shorter period than is required by the Service Levels that normally apply to a Port; or

72.2 If the Port has not commenced, the GSP shall withdraw the Port; or

72.3 If the Port Activation has commenced but has not been completed, the GSP shall fail the Port,

73. In order to restore the Number promptly to the LSP.

*Relinquishment*

74. Subject to paragraph 37, the Service Provider must commence Ported Number Relinquishment for a Ported Number within 5 Business Days after the Billing Relationship with the relevant Customer for that Ported Number terminates.

**LSP Responsibilities**

*Porting Facilitation*

75. The LSP:

75.1 Must not initiate any activity associated with the Numbers in the Port, including Customer or Service Provider initiated changes, that impact adversely on the Porting Process once the GSP has approved the Port;

75.2 Must use all reasonable endeavours to minimise the length of the Co-operative Period and to facilitate the Porting of the Number. Regardless of the Co-operative Period, the Service Levels shall continue to apply; and

75.3 Subject to paragraph 37, is not obliged to advise the GSP of additional Numbers beyond those included in the Port Request.

*Bad Debts are not a reason for Port Rejection*

76. The fact that a Customer has a bad debt or unpaid invoice with the LSP is not in itself sufficient grounds to reject the Porting of that Customer's Number in accordance with the LMNP Terms.

**Fault Management**

77. Prior to commencement of the Port Activation Process, the LSP and Losing Carrier are jointly responsible for management of all faults associated with a Number and will liaise with other parties, as required.

78. On and from commencement of the Port Activation Process, the GSP will be responsible for the management of all faults associated with a Ported Number and will liaise with the LSP, Losing Carrier, Donor Carrier and other parties, as required.

**Transfer of Ported Number to Another Person**

79. The legitimate transfer of a Ported Number to another person when requested by the Customer is allowable if it meets the Service Provider's normal criteria used in the case of non-Ported Numbers. The transferee has the same rights as the transferor to subsequently Port the Number if they wish. In case of a Customer wishing to simultaneously transfer and Port a particular Number, the transfer should be completed prior to the Port and these LMNP Terms shall apply only in relation to the Port.

**Right to use the Ported Number Register**

80. All Service Providers participating in Porting have the right to access the Register in accordance with paragraph 353, and to access information contained in the Register on the

## Carrier Responsibilities

81. It will be the responsibility of each Carrier to ensure that they meet the required Service Levels. Each Carrier is free to determine how it handles calls, either within its own Network or with the assistance of another Carrier. Where the LMNP Terms refer to the responsibility of a Carrier, the responsibility under the LMNP Terms remains with the Carrier, regardless of whether the Carrier may have contracted with a third-party for performance of the activity in question.

**Carrier Rules**

82. Each Carrier will maintain an interface with the IPMS for the transmission of messages for the Porting Process.

83. Carriers will receive Porting Messages via their interface to the IPMS. The Porting Process will only be accessed by Carriers in this manner.

84. Carriers providing Local Service and Mobile Service will require awareness of the other aspect of portability if they want to route calls directly to the current Host Carrier.

85. Subject to paragraph 86, each Carrier will make the necessary changes, additions, or deletions to its Network to give effect to the instructions issued by the Porting Process.

86. The LMNP Terms do not cover the requirements for the routing of calls to or from Ported Numbers, nor the details of the call/signalling inter-operability between the Networks of the Carriers.

87. The Network aspects of LMNP are set out in the Network Terms.

88. Carriers must act in good faith to facilitate Porting.

**Maintaining Records of Ported Numbers**

*Accuracy of Ported Number Register*

89. The IPMS will be the sole source of information for the status of any or all Ported Numbers. Carriers should check their routing tables with the IPMS only and ensure they maintain consistency with it. Tools for helping this are detailed from paragraph 345.

*Right to use the Ported Number Register*

90. All Carriers participating in Porting have the right to access the Register. The information contained in the Register is to be used for the sole purpose of ensuring that participating Carriers' Network records are consistent with the IPMS.

**RFS Date Notice Period**

91. A Port Request must specify an RFS Date which complies with the minimum and maximum notice periods set out in the Appendix, Table 3. The notice period is the elapsed time between when the Port Request is sent and the RFS Date.

**Planned and Unplanned Outages**

*Planned Outages*

92. Every effort must be made to ensure that Planned Outages that may affect LMNP do occur between 8.00 pm and 6.00 am Monday to Sunday, between 4.00 pm and 6.00 am Sunday to Monday and between 4.00 pm on Public Holidays to 6.00 am the following day.

93. In the event that a Carrier or Service Provider identifies that there is will be an outage in their systems(s) that may affect LMNP, that Carrier or Service Provider must advise all involved parties via phone call and email at least 5 Business Days before the outage occurs. If there is any change to the Planned Outage date or time the change must be advised to all parties via phone call and email as soon as possible.

94. Carriers or Service Providers must provide details of all Planned Outages (including any change to those Planned Outages) to the TCF and the TCF must ensure those details are provided on the TCF website and updated when there is any change.

*Unplanned Outages*

95. In the event that a Carrier or Service Provider identifies that it is experiencing an Unplanned Outage, it must as soon as practicable notify all parties involved in LMNP via email.

96. The following information must be included in the notification:

    96.1 Nature of problem;

    96.2 Location of problem;

    96.3 Impact of problem;

    96.4 Estimated time of resolution;

    96.5 Next update time.

97. The Carrier or Service Provider that had the system outage must give notice of the conclusion of the outage to all parties via phone call and email or fax (as a backup) as soon as practicable. To the extent that parties may have ceased processing Porting transactions during an Unplanned Outage, they must recommence processing those transactions as soon as practicable after the system fault has been rectified.

98. Each Carrier and Service Provider must provide the TCF with contact details for appropriate personnel in relation to Planned Outages and Unplanned Outages and the TCF shall maintain a contact list for each of the parties on the TCF's website.

*Escalation Procedures*

99. Procedure

99.1 If a fault is specific to LMNP traffic and does not affect other traffic types and if Bilateral Agreements do not provide specific arrangements for escalation procedures in the context of Network issues relating to LMNP, then parties shall use the following procedure:

99.1.1 In a LMNP environment, the Service Provider that owns the relationship with the Customer who originates the fault call is also responsible for coordination and escalation of the fault resolution process.

99.1.2 The escalation procedure is to be used as a means of bringing unresolved issues to the attention of Carriers at all levels responsible for, or having authority to, expedite corrective action. To that end all LMNP participants must ensure that they nominate relevant contact points for the escalation of Porting issues.

99.1.3 In the case that any Porting activity is not resolved within the specified time frame or is resolved unsatisfactorily, any LMNP participant may escalate this matter to the next escalation point nominated by the other party. Unless otherwise specified, that escalation point will have the relevant amount of time to investigate, resolve and respond as specified for that point of escalation.

99.1.4 The escalation procedure is to be initiated when an issue that requires resolution has been reported to an LMNP participant for remedial or corrective action, and after a given period, either:

(a) no response had been provided in relation to the issue raised; or

(b) the issue raised has not been resolved; or

(c) an unsatisfactory reason is given for the delay in remedial/corrective action to resolve the issue raised.

99.1.5 Prior to initiating the escalation procedure, the affected LMNP participant should conduct preliminary enquires within their own organisation to resolve any issues raised. At this point, the Relevant Party should identify if the issue is the result of a known problem. Where it is identified that the problem is associated with an existing unresolved problem (and all other conditions have been met) then the affected LMNP participant can raise an escalation.

99.1.6 Once the above steps have been undertaken, the Relevant Party should initiate the escalation procedure as follows:

(a) Advise the nominated escalation contact point.

(b) If the issue cannot be resolved at the first level, advise that Carrier's or Service Provider's second level escalation of the affected parties for resolution.

100. Contact details for faults escalation procedure

100.1 At each level, the relevant escalation contact points must:

100.1.1 supply adequate facilities for contact and commit to maintenance of that contact and when necessary, provide an alternate point of contact; and

100.1.2 acknowledge receipt of information provided by the other escalation contact point as soon as possible.

100.2 Each Carrier and Service Provider must provide the TCF with contact details for appropriate personnel in relation to faults escalation. The TCF shall maintain a list of escalation contacts for each of the parties on the TCF's website.

100.3 The levels of escalation and standard timeframes to escalate to the next level are:

| **Escalation level** | **Description** | **Standard timeframe for contacting next escalation level** |
|---|---|---|
| **Business As Usual** | Represents the handover point for initial fault investigation and repair. | |
| **Level One** | Escalation level where Service Level agreements are assessed as being "in danger of" being compromised or are not met. | 2 hours |
| **Level Two** | Escalation level where Service Level agreements are impacted and Level One escalation has not affected a satisfactory resolution. Also, may be invoked where multiple Customers' services are affected by the same problem. | 4 hours |
| **Level Three** | Level Two escalation has not affected a satisfactory resolution. Serious process or infrastructure integrity failure. | 8 hours |

## Administrative Issues

### Clarification and Reconsideration of the LMNP Terms

101. The LMNP Terms are subject to Subpart 5 of Part 2, and Subpart 2 of Part 4A of the Telecommunications Act.

### Dispute Resolution

*Dispute*

102. For the purposes of these dispute resolution procedures, a "dispute" is any Costs Allocation Issue or any matter relating to the LMNP Terms about which any of the parties to the LMNP Terms disagree or are unable to agree where a matter requires their agreement and which:

102.1 Is substantially a dispute of fact of a technical nature (Technical Dispute), including a Service Level default, but is not a Complex Dispute as defined in paragraph 102.2; or

102.2 Is a dispute (Complex Dispute) that:

102.2.1 May, in the opinion of a party to the dispute and the LMNP Terms have significant commercial implications for that party; or

102.2.2 Includes a substantial issue of fact of a non-technical nature or a substantial issue of law; or

102.2.3 is a Costs Allocation Issue.

103. If a dispute is not a Technical Dispute, then it is to be resolved as if it is a Complex Dispute. A Complex Dispute may include, without limitation, a dispute as to whether Local Number Portability or Mobile Number Portability is required to be provided in relation to a particular Local Service or Mobile Service.

*Telecommunications Act 2001*

104. No party to the LMNP Terms is prevented by these dispute resolution procedures from exercising any rights under the Telecommunications Act, including but not limited to:

104.1 Applications for determinations, price reviews, clarifications, reconsiderations to the Commerce Commission under Part 2 of the Telecommunications Act;

104.2 Appeals against Commerce Commission determinations under Subpart 5 of Part 2 and proceedings for enforcement of Commerce Commission determinations to the High Court under Subpart 2 of Part 4A of the Telecommunications Act; and

104.3 Investigations by the Commission under subpart 6 of Part 2 and Schedule 3 of the Telecommunications Act.

105. If there is a dispute about the extent of a party's rights under the Telecommunications Act, then that dispute may be resolved in accordance with the procedures in the Telecommunications Act and these dispute resolution procedures will not apply to such a dispute.

106. If a dispute has not been resolved by the end of the Negotiation Period as defined below (and, if applicable, the Mediation Period as defined below), a party to the dispute may choose to resolve the dispute by pursuing any applicable rights under the Telecommunications Act or, in the alternative, by submitting a Technical Dispute for expert determination under paragraph 114 or by submitting a Complex Dispute for arbitration under paragraph 119.

107. Once a party (the "Initiator"):

107.1 has commenced a process under the Telecommunications Act; or

107.2 has submitted a dispute for expert determination or arbitration,

then, subject to paragraph 120 below, the Initiator cannot commence an alternative process, unless the process that has been commenced is held by the decision maker of that process not to apply to the resolution of the dispute in question.

108. If the Initiator submits a dispute for expert determination or arbitration, that will not preclude the other parties to the dispute, or the Commission, from pursuing any rights under the Telecommunications Act.

*Good faith negotiation*

109. Any party to the LMNP Terms may at any time give notice describing a dispute to any other party (or parties) to the LMNP Terms who are involved in the dispute (**Relevant Party**). The party who gave notice of the dispute and the Relevant Parties are together referred to as the "parties to the dispute".

110. If a party gives notice of a dispute, then during a period of 10 Business Days from the date notice of the dispute was given (**Negotiation Period**), the authorised representatives of the parties to the dispute must attempt in good faith to negotiate a resolution of the dispute.

111. If the authorised representatives are unable to resolve the dispute within the 10 Business Day Negotiation Period, the parties to the dispute may agree to each refer the dispute to their respective Chief Executive (or equivalent officer, or his or her nominee), in the case of a Complex Dispute, or operational manager, in the case of a Technical Dispute, who must attempt in good faith to resolve the dispute within a further 10 Business Days. If the parties agree to this further Negotiation Period, then for the purposes of paragraph 112, the Telecommunications Act 2001 section and the Mediation section the "Negotiation Period" includes this further 10 Business Day period.

112. If by the end of the Negotiation Period the parties to the dispute are unable to agree whether the dispute is a Technical Dispute or a Complex Dispute then, for the purposes of these dispute resolution procedures, the dispute shall be regarded as a Complex Dispute, and subject to the Telecommunications Act 2001 section of these LMNP Terms resolved under these dispute resolution procedures as such.

*Mediation*

113. At any time during the Negotiation Period, the parties to a dispute may agree to refer the dispute to mediation. The mediator will be appointed by agreement between the parties to the dispute but failing agreement within 5 Business Days of the parties agreeing to refer the dispute to mediation, will be selected by the Resolution Institute (or his or her nominee). Unless otherwise agreed in writing, the then current model mediation agreement issued by Resolution Institute must be used and the mediation must be completed within 20 Business Days of the mediator's appointment (**Mediation Period**). The costs of the mediator will be paid by the parties to the dispute equally.

*Determination of Technical Disputes by an independent expert*

114. If a Technical Dispute has not been resolved by the end of the Negotiation Period (and, if applicable, the Mediation Period), a party to the dispute may give written notice to the relevant parties requiring the dispute to be determined by an independent expert.

115. The independent expert will be appointed by agreement between the parties to the dispute, but failing agreement within 5 Business Days from the date the notice was given under this clause, will, at the request of the Initiator, be nominated by the Chairperson of the Board of the TCF and approved by the Commerce Commission.

116. To be eligible for appointment, the expert must be independent and impartial, must be experienced in telecommunications and will preferably be experienced in dispute resolution procedures. He or she must not have performed any duties, whether as an employee, consultant, or Contractor, for any of the parties to the dispute or any related party during a 12-month period prior to the date the notice of the dispute was given.

117. The expert will act as an independent expert and not as an arbitrator. The dispute will be resolved as soon as possible in accordance with the procedure determined by the expert, but in accordance with the principles of natural justice. Where the independent expert has primarily technical qualifications, he or she may seek independent legal advice regarding the appropriate procedures for resolution of the dispute.

118. The parties to the dispute agree to be bound by the decision of the independent expert, in the absence of manifest error. The costs of the independent expert (including the costs of any independent legal advice sought by the expert in accordance with these dispute resolution procedures) will be shared equally by the parties to the dispute. Reference to the independent expert will not be a submission

to arbitration for the purposes of the Arbitration Act 1996 and that Act will not apply to or govern resolution of the dispute.

*Arbitration of complex disputes*

119. If a Complex Dispute has not been resolved by the end of the Negotiation Period (and, if applicable, the Mediation Period), then a party to the dispute may then give notice referring any part of the dispute to arbitration. The notice will, subject to the Telecommunications Act 2001 section, be a submission by the parties to the dispute of the dispute to arbitration and each party to the dispute agrees to confirm this submission if requested by any other party to the dispute. Unless otherwise agreed in writing:

119.1 The arbitration will be subject to the Arbitration Act 1996 and its Schedules;

119.2 The parties to the dispute will endeavour to appoint a single arbitrator within 10 Business Days of notice being given;

119.3 The arbitrator must have experience and expertise in telecommunications and competition issues;

119.4 If the parties to the dispute fail to agree on a single arbitrator within the 10 Business Day period, then the President of the New Zealand Law Society (or his or her nominee) shall appoint the arbitrator at the request of any of the parties to the dispute;

119.5 The arbitrator must adopt a procedure which, in the arbitrator's opinion, is expeditious. If feasible in the circumstances the arbitrator will endeavour to complete the arbitration within 2 months of the arbitrator's appointment (or such lesser period as is appropriate);

119.6 The arbitrator may determine the dispute without a hearing unless any party gives notice requiring one, in which case the arbitrator must treat that as a material consideration in assessing costs;

119.7 The arbitrator must not adopt inquisitorial processes;

119.8 The arbitration must take place in Wellington or Auckland (at the arbitrator's discretion);

119.9 The arbitrator must determine the dispute under New Zealand law;

119.10 Any party may appeal to the High Court on any question of law arising from an award; and

119.11 The arbitrator may commission assistance or any reports from any expert or other person which, in his or her opinion, would assist him or her in making the award. The cost of this assistance or report is:

119.11.1 To be a cost of the arbitration; and

119.11.2 Unless the arbitrator orders otherwise, to be shared equally between the parties to the dispute.

119.12 The arbitrator must:

119.12.1 provide copies of any assistance or report to the parties to the dispute;

119.12.2 allow each party to make submissions in response to that assistance or report;

119.12.3 allow each party to produce evidence on any issue raised in that assistance or report; and

119.12.4 allow each party to make submissions in response to any evidence produced by any party.

*Court proceedings*

120. Notwithstanding the above dispute resolution procedures, a party to the LMNP Terms may at any time commence court proceedings relating to any dispute if that party seeks urgent interlocutory or interim relief. Otherwise, and except where a party to the dispute chooses to pursue any rights it may have under the Act as contemplated by the Telecommunications Act 2001 section in the LMNP Terms, the dispute resolution procedures in the LMNP Terms are mandatory and parties to the LMNP Terms contemplate that they will not resort to court proceedings. If court proceedings other than proceedings contemplated by the Telecommunications Act 2001 section in the LMNP Terms are commenced, a Relevant Party shall be entitled to seek a stay of court proceedings in favour of an appropriate dispute resolution procedure under the LMNP Terms. All the provisions in the Disputes Resolution section shall apply, irrespective of whether any party to the Determination of which they form part, or the Commission, has filed the Determination in the High Court as provided for in section 156P of the Act.

*Continuance of obligations*

121. Except where the dispute renders it impossible to do so, the parties to the dispute must continue performing their respective obligations under the LMNP Terms whilst the dispute is being resolved or is subject to expert determination, arbitration or court proceedings, or a party is pursuing its rights under the Telecommunications Act. Each party to the LMNP Terms must use all reasonable endeavours to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is a minimum effect on the ability of any party to perform its obligations under the LMNP Terms.

*Use or disclosure of information*

122. No party to a dispute may use, other than to attempt to resolve the dispute, any information disclosed by any other party to the dispute in the course of negotiation, expert determination, mediation or arbitration under the dispute resolution procedures. Any such information remains the property of the party supplying it and remains confidential to that party. Disclosure in the course of negotiation, expert determination, mediation or arbitration under the above procedures shall not constitute a waiver of confidentiality.

123. Neither party may disclose any such information to anyone other than an adviser or independent witness who has entered into a deed undertaking:

123.1 not to disclose any of the information, or any analysis of the information, other than to the parties to the dispute, an independent expert, a mediator, an arbitrator or court, except as compelled by law; and

123.2 to return all material on which such information is recorded on completion of the adviser's or independent witness' services.

*Bilateral Agreements*

124. The dispute resolution procedures set out in the Disputes Resolution section apply to the extent they are not inconsistent with the dispute resolution procedures in a Bilateral Agreement that incorporates the LMNP Terms in full or in part for a dispute under the Bilateral Agreement relating to the subject matter of the LMNP Terms.

**Exiting the IPMS**

125. In the event that a Service Provider or Carrier ceases to be a Service Provider, Carrier, or both ("Departing Party"), or their use of the IPMS is terminated for any reason, the Departing Party shall activate arrangements to make the necessary changes to the IPMS to:

125.1 Maintain the integrity of the IPMS;

125.2 Continue to facilitate LMNP in accordance with the LMNP Terms; and

125.3 Ensure that calls to Ported Numbers managed by the IPMS can continue to be correctly routed.

126. The Departing Party shall agree the proposed changes with the TCF to meet the requirements set out in paragraphs 125.1, 125.2, and 125.3.

**Failure to meet Service Levels**

127. If an Audit IPMS Client does not meet the Service Levels, the Enforcement Agency may issue that Audit IPMS Client with a written:

127.1 Caution Notice of Breach;

127.2 Warning Notice of Breach; or

127.3 Public Censure Notice.

128. The Enforcement Agency must consider the seriousness of the non-compliance of the Audit IPMS Client, and the Audit IPMS Client's past conduct with respect to compliance with the Service Levels when making a determination whether to issue a notice under paragraph 127. The Enforcement Agency must first have issued a Caution Notice of Breach and then a Warning Notice of Breach to the Audit IPMS Client in relation to the particular breach in question before making a determination to issue a Public Censure Notice relating to the Audit IPMS Client.

129. The Enforcement Agency will provide a copy of any Caution Notice of Breach, Warning Notice of Breach or Public Censure Notice issued to all parties to LMNP Terms and, at the same time, to the Commerce Commission. Parties to the LMNP Terms who receive a copy of a Caution Notice of Breach or Warning Notice of Breach shall keep such notice confidential.

*Caution Notice of Breach*

130. The written Caution Notice of Breach to the Audit IPMS Client will include a request that one or more of the following actions be undertaken by the Audit IPMS Client:

130.1 rectification of the breach;

130.2 specific corrective actions; and

130.3 an internal review of the Audit IPMS Client's state of compliance with the Service Levels.

131. The Caution Notice of Breach will specify a timetable within which the action is required to be completed, with duration dependent upon the nature and complexity of the action. The Enforcement Agency will also seek confirmation from the Audit IPMS Client of receipt of the Caution Notice of Breach.

*Warning Notice of Breach*

132. The written Warning Notice of Breach to the Audit IPMS Client is a more severe version of the Caution Notice of Breach, and may be appropriate for situations where the Audit IPMS Client has failed to undertake voluntarily the actions requested by the Caution Notice of Breach, within the timetable specified therein. The Warning

Notice of Breach to the Audit IPMS Client will include an order that one or more of the following actions be undertaken by the Audit IPMS Client:

132.1 rectification of the breach;

132.2 specific corrective actions;

132.3 arrange for an independent audit of its compliance procedures in relation to the Service Levels. The auditor must be approved by and report to the Enforcement Agency on compliance with the Service Levels. The Audit IPMS Client will be required to implement recommendations of the audit; and

132.4 that the Audit IPMS Client conduct relevant education of its relevant staff to address knowledge inadequacies that may have led to the breach.

133. The Warning Notice of Breach will nominate a timetable within which the action is required to be completed, and the steps needed to be taken by the Audit IPMS Client to address the action required by the Warning Notice of Breach, with duration dependent upon the nature and complexity of the action. The Enforcement Agency will also seek confirmation from the Audit IPMS Client of receipt of the notice.

*Public Censure Notice*

134. In the event of a refusal or failure on the part of the Audit IPMS Client to undertake to the Enforcement Agency's satisfaction any actions required by a Warning Notice of Breach within the timetable specified therein, the Audit IPMS Client will may promptly be formally advised by the Enforcement Agency that a Public Censure Notice is to be prepared for widespread publication. The Audit IPMS Client will be sent an advance copy of the intended Public Censure Notice, which will:

134.1 identify the Audit IPMS Client by name;

134.2 give details of the breach;

134.3 list all requests/orders previously made of the Audit IPMS Client;

134.4 report on whether an independent audit has been ordered and, if so, state the results of the audit;

134.5 state that at the date of publication, the requests of the Caution Notice(s) of Breach and the orders of the Warning Notice(s) of Breach have not been complied with;

134.6 specify a final timetable by which any corrective action must be completed by the Audit IPMS Client.

135. The Audit IPMS Client will also be advised that publication of the Public Censure Notice will not occur until a specified time period has elapsed from the date the advance copy of the Public Censure Notice is sent, (the period of time is at the

discretion of the Enforcement Agency). If the Enforcement Agency is fully satisfied that the Audit IPMS Client has fully complied as ordered prior to the date the Public Censure Notice is due to be published, then the Public Censure Notice shall not be published.

136. If the Public Censure Notice is proceeded with, it must be published, as soon as reasonably practicable:

136.1 in the New Zealand Gazette;

136.2 in the TCF's newsletter; and, at the Enforcement Agency's discretion, may be published in any relevant industry newsletter or magazine, in the national newspapers or in Consumer bulletins.

136.3 on the TCF's website for the remainder of the Determination's duration;

136.4 on the censured party's website for at least six months (or until the Determination expires) in the form of a summary of the notice that has been approved by the Enforcement Agency with a link to the notice published under paragraph 136.3 above. The summary and link to the notice must be clearly visible and placed on the most frequently visited page of the censured party's website that is associated with switching to the censured party.

137. If the Public Censure Notice is proceeded with, it may be published in any relevant industry newsletter or magazine, in the national newspapers, in Consumer bulletins or on the Commerce Commission's website.

138. If the audit report states that the Audit IPMS Client has complied with the Service Levels then:

138.1 if the audit was undertaken due to a request from another Service Provider and/or Carrier, then the Audit Costs will be payable to the Enforcement Agency by that other Service Provider or Carrier and, upon receipt of payment of that sum, the Enforcement Agency will reimburse the Audit IPMS Client its costs; or

138.2 if the audit was undertaken otherwise than due to a request of a Service Provider or Carrier, the Audit IPMS Client shall bear its own costs and the costs of the Enforcement Agency shall be reimbursed to it by the party that initiated the audit; or

139. If the audit report states that the Audit IPMS Client has not complied with the Service Levels, then the Audit Costs will be payable by the Audit IPMS Client.

140. For the purposes of paragraphs 137 and 138, "Audit Costs" means the aggregate of:

140.1 Enforcement Agency reasonable direct costs in respect of the audit (including auditing and legal fees); and

140.2 such costs of the Audit IPMS Client in respect of time involved in assisting the audit as are submitted by the Audit IPMS Client to the Enforcement Agency which the Enforcement Agency determines are fair and reasonable.

**Exemptions**

141. The Audit IPMS Client may advise the Enforcement Agency of an exemption granted in accordance with the Process for Exemption from Compliance with Obligations contained in the Network Terms section of the Network Terms, exempting the Audit IPMS Client from meeting specified obligations under the LMNP Terms in respect of the Service Levels. If the Enforcement Agency is satisfied that the exemption under the Network Terms will prevent the Audit IPMS Client from carrying out any sanction imposed on it by the Enforcement Agency under the LMNP Terms within the timeframe provided for by the Enforcement Agency, the Enforcement Agency will have the discretion to suspend the sanction for so long as, and to the extent that, the IPMS Carrier is exempt from compliance with the Service Levels. The Enforcement Agency will notify all interested parties of any such decision.

**Subpart 2 of Part 4A**

142. For the avoidance of doubt, the procedures set out in the Dispute Resolution section, Exiting the IPMS section, Failure to meet Service Levels section, and Exemptions section are additional to, and not exclusive of, any other rights a party, or the Commission, may have under the Telecommunications Act, at law or in equity and nothing in those sections will prevent any party, or the Commission, from exercising its right to enforce compliance with the Service Levels, or the Determination generally, in accordance with Subpart 2 of Part 4A of the Telecommunications Act.

**Publication of Porting Statistics**

143. The TCF must publish, within one month of the end of each financial quarter, the following information for both mobile and local number Ports for the previous 12 months:

143.1 number of Ports by month (including Ports of previously Ported Numbers);

143.2 cumulative count of numbers Ported since 2007;

143.3 cumulative count of numbers Ported as a percentage of active numbers; and

143.4 percentage of Ports completed within the timeframes specified in Table 2 or within the timeframes as otherwise agreed with the end-user.

144. The active number figure is based on the most current active number data collected by the TCF for the purpose of cost allocation if more up-to-date figures are not available.

145. The basis on which the Porting statistics are calculated must be clearly stated where they are published.

## Porting Processes

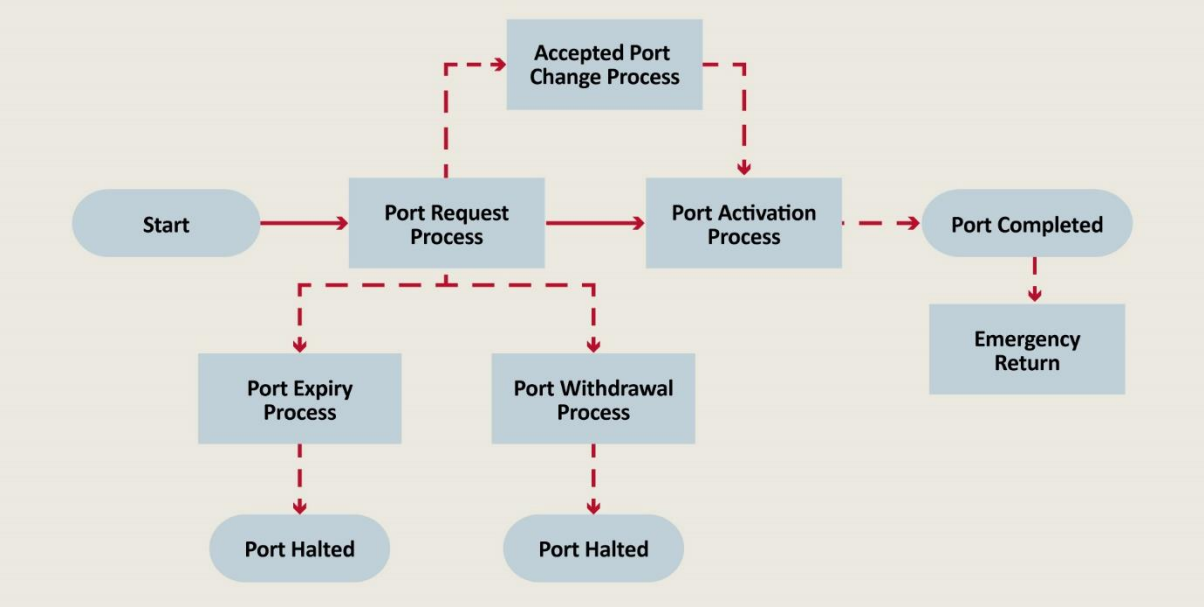
146. The focus of the LMNP Terms is on the Porting Processes that are required in a LMNP environment.

147. Service Providers and Carriers may be separate parts of the same organisation. There may be more than one Gaining Carrier or Losing Carrier in a Port. There can be only one GSP and LSP in a Port.

148. Functions are normally classified in these processes as being either a Service Provider or Carrier function. It is not a requirement that these functions are performed by resource clearly identified as being part of the Service Provider or Carrier. In some circumstances there will not be a business need to pass information from the Service Provider to the Carrier function. In some circumstances the Gaining Service Provider can also be the Losing Service Provider or the Gaining Carrier can also be the Losing Carrier.

149. The following outline flowchart illustrates how the separate Porting Processes work for a typical Port:

*Pre-port Processes flowchart*




150. There are seven major Porting Processes defined in this section:

| Process | Function |
|---|---|
| Port Request | Enables the Customers' request to Port Numbers to be validated, approved, and subsequently managed by the IPMS. |
| Port Activation | Activates Ports registered in the IPMS in compliance with the LMNP Terms. Initiated and managed by the GSP. |
| Approved Port Change | Enables specific Port details to be amended in IPMS. Typical of these are RFS Dates and Numbers to be Ported. |

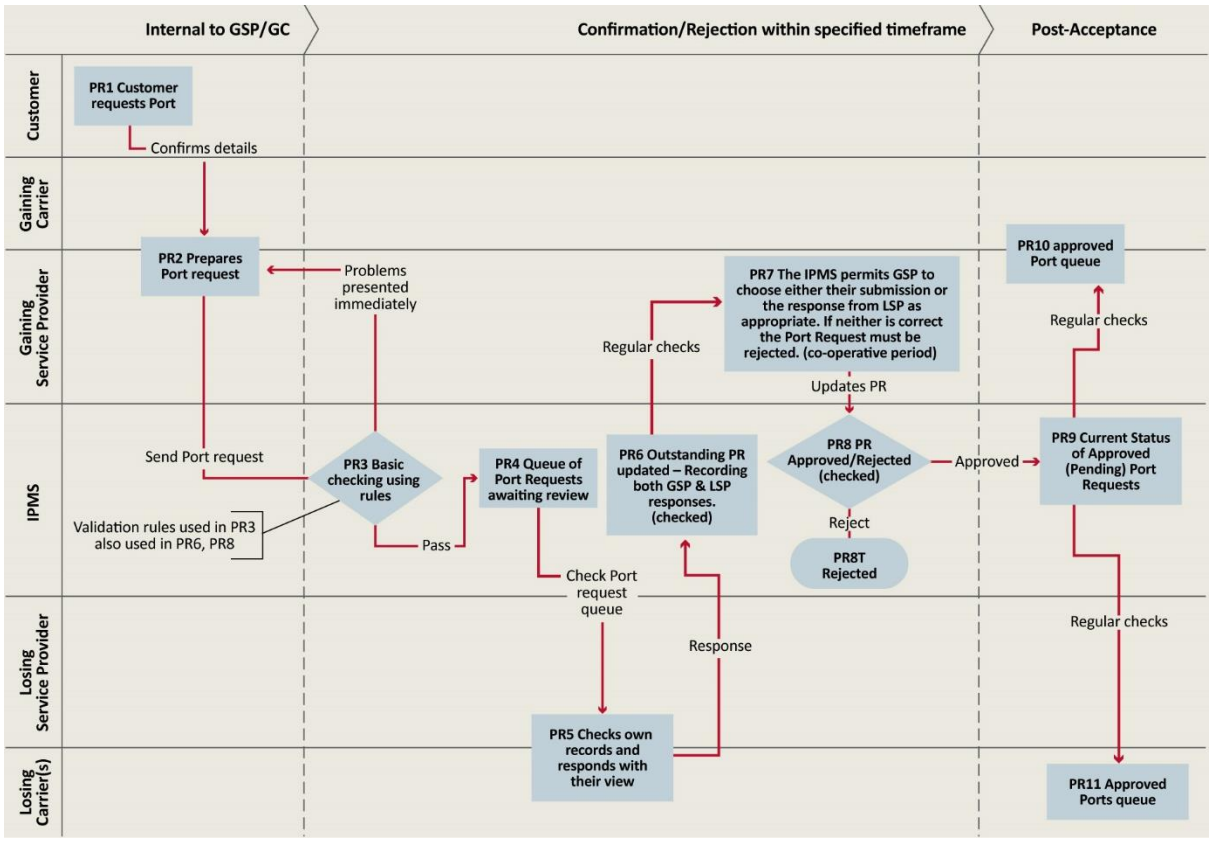
| | |
|---|---|
| Ported Number Relinquishment | Allows IPMS to make the necessary Carrier notifications to enable a Customer to relinquish a Ported Number. The Number is returned to the Donor Carrier. |
| Port Expiry | This Process warns the GSP to reschedule or withdraw a Port Request that has not been activated on the RFS Date. |
| Port Withdrawal | Enables a Port that is currently active in the IPMS to be withdrawn. Typically, the Customer would initiate this. |
| Emergency Return | Enables the return of a completed Port, or part of a Port in the case of a Multiple Number Port, to be regressed to the original status. This is basically a Port Request but the normal validation checks may be overridden to expedite the Emergency Return variation of a Port Request. |

**Port Request Process**

151. The Port Request Process is the first step in Porting. It achieves two main objectives – to ensure all Ports are valid, and to enable all parties to be ready for the Port Activation.

152. A GSP must initiate a Port Request in order to Port a Number.

*Port Request Process Flowchart*



*Port Request Process Timing Table*

| Flowchart | Port Request Process | Response Times | | |
|---|---|---|---|---|
| | | **Simple Local Port** | **Complex Local and Mobile Port** | **Simple Mobile Port** |
| PR3 to PR8 | RFS Notice | RFS Date minimum two Business Days' notice, maximum 30 days | RFS Date minimum five Business Days' notice, maximum 30 days | RFS Date minimum one hour notice, maximum 30 days |
| PR4 to PR6 | LSP responds to Port Request | Within four Working Hours | Within two Business Days | Within 30 Working Minutes |
| PR6 to PR8 | Port Request Complete | Within four Working Hours | Within two Business Days | Within 30 Working Minutes |

*PR1. Customer Requests Port*

153. The Customer makes a request to Port the Number assigned to that Customer to the GSP.

*PR2. GSP Prepares the Port Request*

154. The GSP must follow an appropriate Customer Authorisation process to ensure that the GSP obtains all relevant information required to ensure a valid Customer Authorisation.

155. The purpose of the Customer Authorisation process is to:

155.1 Validate that the person requesting the Port is the Customer or the Customer's duly authorised Agent;

155.2 Collect the information required by the GSP; and

155.3 Collect the information required for the Port Request.

156. The GSP is expected to verify the details with their nominated Gaining Carrier(s). It is assumed that the Gaining Carrier(s) will discuss any issues with the GSP and resolve any issues before proceeding. A site audit is likely to be part of the investigation in Local Ports.

157. Problems and issues identified by the Gaining Carrier(s) and the site audit should be resolved as an internal matter between the GSP, Gaining Carrier(s), and the Customer. The Port Request Process is not to proceed until the details are correct.

158. The Port Request is submitted to the IPMS. This will include the data required as per the Appendix, Table 1.

159. If the Port Request has been rejected due to the LSP being incorrect (for example, where a Number is currently reassigned), the GSP can override the IPMS rejection so that the transaction can be processed by the LSP.

*PR3. IPMS Performs Basic Checking Using Rules*

160. The IPMS shall perform all the basic tests listed in the Appendix, Table 4.

161. The IPMS will respond based on whether the Port Request passes or fails any of the basic tests listed in the Appendix, Table 4.

162. IPMS performs basic tests on Port Request, as follows:

162.1 The IPMS will immediately respond to the CSR at the GSP if the Port Request fails the basic tests;

162.2 The IPMS will include all reasons for failure (if there are more than one);

162.3 The GSP is expected to correct all errors before submitting the Port Request again; and

162.4 A counter for the number of rejections of a given Port Request may be used.

163. If the GSP manually overrides the LSP validation, as set out in the PR2. GSP Prepares the Port Request section, the IPMS will not check the LSP and will continue the process.

*PR4. IPMS Queues the Port Request for Review by the Losing Service Provider*

164. The IPMS will record the time that the Port Request was added to the queue.

165. The status of the Port Request in the IPMS changes to “awaiting review”.

166. The Port Request is presented by the IPMS to the LSP for the LSP’s response.

*PR5. LSP checks the Port Request Queue*

167. The LSP checks that the Port Request has been correctly completed.

168. The LSP is presented with the Port Request as per the detail in the Appendix, Table 5.

169. Discussion between the LSP and the GSP regarding the Port Request is allowed during the Co-operative Period. In the interests of preventing unnecessary rejection or confusion, the LSP has the right to contact the GSP to check if there is any doubt or concern over the details of the Port Request before they submit their response.

170. Subject to paragraph 171 the LSP enters their understanding of the details if they differ from the information presented by the IPMS. This can include addition or removal of Numbers for a Multiple Number Port.

171. If the Account Number presented by the IPMS is not correct or not substantially correct (having regard to the other information presented by the IPMS for the Port Request), the LSP will indicate that it cannot match the Account Number presented by the IPMS to an active account for the relevant Number(s) and therefore cannot proceed with checking the Port Request.

172. The LSP submits their response to the IPMS.

*PR6. IPMS Updates the Queue of Reviewed Port Requests Awaiting GSP Check*

173. The queue of reviewed Port Requests is available for checking.

174. The response time of the LSP is recorded when it is updated in the IPMS.

175. The IPMS uses the same basic tests in PR3, to ensure the LSP responses appear to be valid.

*PR7. GSP Checks LSP Response*

176. The GSP reviews the Port Request after the Losing Service Provider's response.

177. The GSP can make use of the Co-operative Period to contact the LSP if there is any doubt.

178. Should the LSP have marked the Account Number as incorrect, the GSP shall have the option of making the necessary correction and resubmitting the Port Request. This option may be exercised no more than twice for the same Port Request.

179. The GSP may need to contact the Customer or the Contractor that performed the audit whilst investigating any differences.

180. The IPMS will permit the GSP to choose either the data they submitted or the response from the LSP as appropriate. No other alternative will be possible. If the correct answer is neither that submitted by the GSP nor the LSP the Port Request must be rejected.

181. The GSP must act in good faith and only accept Port Requests that are correct.

182. The GSP must reject a Port Request at this point if the required details are incomplete or incorrect or there is material doubt as to their completeness or correctness.

183. The result of the GSP review is recorded in the IPMS and the status is set to "approved" or "rejected".

184. If the Port Request is rejected, it must be presented as a new Port Request if it is to be resubmitted later.

*PR8. IPMS Stores the Port Request and Updates Status*

185. The IPMS re-performs the basic tests on the final result of the Port Request to ensure it is correct. If the GSP has manually overridden the LSP validation, the LSP is not checked. The IPMS will update the Ported Number Register with the correct LSP.

186. The Port Request is flagged as being either approved or rejected.

187. The Port Request status will be visible on the Port Request queue for both the LSP and GSP.

*PR8T. IPMS Logs Port Request Rejection*

188. The IPMS logs the rejected Port Requests.

189. The formal process for a rejected Port Request finishes at this point.

*PR9. The Port Request is Added to the Approved Queue*

190. The Approved Port Requests are presented in this queue to both the Gaining Carrier(s) and Losing Carrier(s).

191. The Approved Port Change process handles any changes required beyond this point.

192. The Port Request Process is complete at this point.

*PR10-11. Approved Ports Can be Reviewed by all Interested Parties*

193. Interested parties are able to review all outstanding Approved Port Requests. The interested parties are the Gaining Carrier(s), GSP, Losing Carrier(s), LSP.

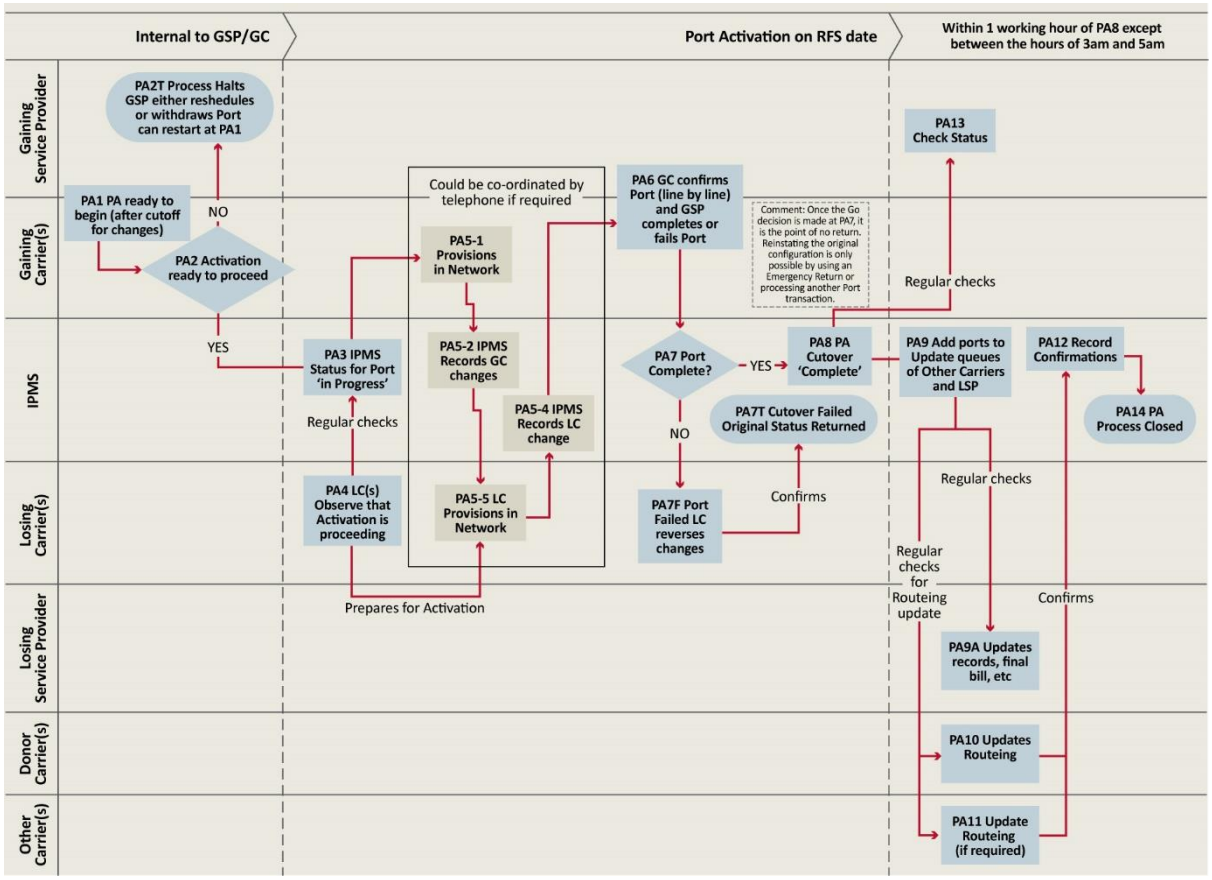
194. The Gaining Carrier(s) and Losing Carrier(s) are required to use this queue to ensure they are prepared for all impending Ports.

**Port Activation Process**

195. The Port Activation Process is used to implement a Port that has been already approved.

196. The order of Network updates will vary depending upon the process. The LSP and GSP will be the primary coordinators of the Porting Process. In some cases, the Donor Carrier will be a third-party and will need to be notified. Other Carriers will be notified when it is appropriate for them to re-route calls.

*Port Activation Process Flowchart*




*Port Activation Process Timing Table*

| Flowchart | Port Activation Process | Response Times | | |
|---|---|---|---|---|
| | | **Simple Local Port** | **Complex Local/Mobile Port** | **Simple Mobile Port** |
| PA 3 to PA7 | Port Complete | Within 5 Working Hours of PA3 (Being 4 Working Hours for GSP actions and 1 Working Hour for LC action) | Within 8 Working Hours of PA3 (Being 4 Working Hours for GSP actions and 4 Working Hours for LC action) | Within 40 Working Minutes of PA3 (Being 30 Working Minutes for GSP actions and 10 Working Minutes for LC action) |

| | | | | |
|---|---|---|---|---|
| PA12 | Confirm Network Update | Within 1 Working Hour of PA8 except during a planned outage to the extent that planned outage occurs during for the hours set out at paragraph 92 | Within 1 Working Hour of PA8 except during a planned outage to the extent that planned outage occurs during for the hours set out at paragraph 92 | Within 1 Working Hour of PA8 except during a planned outage to the extent that planned outage occurs during for the hours set out at paragraph 92 |

Note: Where the above Table refers to the GSP, it is acknowledged that the GSP actions include the GC actions

*Changes to the RFS Date*

197. All parties have the right to change the RFS Date after approval of the Port Request and before Port Activation, within the prescribed window. This is addressed in the Approved Port Change section.

*PA1. GSP Ready to Begin*

198. The GSP communicates with the Gaining Carrier(s) to establish whether or not they are ready to proceed. This should be timed to enable completion on the RFS Date.

*PA2. GSP Decides whether they are Ready for Port Activation*

199. The GSP will make an entry in the IPMS to either reschedule the Port or proceed.

200. This will be done within the RFS Date window.

*PA2T. GSP Halts Port Activation*

201. The GSP will either use the Port Withdrawal Process or the Approved Port Change process at this point.

*PA3. The IPMS Changes the Port Status to "In Progress"*

202. This information will update the queue for both the Gaining Carrier and Losing Carrier.

*PA4. Losing Carriers Observe that Port Activation is proceeding*

203. The Losing Carrier(s) needs to regularly review the Port Activation queue to ensure that they are ready for all Ports to proceed.

204. The Losing Carrier(s) prepare for the Port Activation.

*PA5. Closely Co-ordinated Port Activation*

205. Port Activation is a time-sensitive process that requires close coordination between the Gaining Carrier(s), the Contractor, and the Losing Carrier(s).

206. There are three key aspects to the Port Activation:

206.1 PA5-1. The Technician/Contractor cuts over the Customer to connections of the Gaining Carrier(s) whilst the Gaining Carrier(s) provision the routing changes in their Network(s);

206.2 PA5-2. The Gaining Carrier(s) update the IPMS and confirm that the change has been made and that they should activate the changes in their Network;

206.3 PA5-3. The Losing Carrier(s) are notified by the IPMS and makes the changes in their Network; and

206.4 PA5-4. The Losing Carrier(s) update the IPMS by confirming that their provisioning is complete.

206.5 The Gaining Carrier(s) are entitled to contact the Losing Carrier(s) by telephone and ensure that they are aware of the change and can wait verbal confirmation that the change has taken place.

207. Once these steps are complete, the Gaining Carrier(s) performs a test and either:

207.1 Confirms each Number is “Tested and Complete”; or

207.2 Confirms one or more Numbers have failed and need to be “Reversed” and instructs the Losing Carrier and the on-site technician to return the configuration to that pre-Port state.

208. A Port can be cancelled at any point where it is agreed by the Gaining Carrier and the Losing Carrier that there is less work to reverse existing changes than complete the process and then Port back to the LSP. The decision as to which approach should be taken should be agreed between the parties (with input from GSP as appropriate).

209. The process then continues at step PA6.

*PA6. Confirmation that the Port is Complete*

210. If the Port is completed in PA5, the GSP marks the Port Activation as “complete” in the IPMS.

211. If the Port is not completed in PA5, the GSP marks the Port Activation as “failed” and the Port Request re-enters the queue for re-scheduling and Port Activation.

212. The Gaining Carrier can select a partial Port Activation if some lines were not Ported in a multiple line Port. The Gaining Carrier must co-ordinate this with the Losing Carrier to ensure consistent routing for all affected Numbers.

*PA7. The IPMS records the Port as Complete or Failed*

213. If none of the Numbers are successfully Ported, the Port fails and the process terminates at step PA7T.

214. The IPMS notifies the Losing Carrier of work they need to reverse if the Port fails, in step PA7F.

*PA7F. The Losing Carrier Reverses the Failed Port*

215. The Losing Carrier reverses the Port, returning all Ported Numbers to their pre-Port state.

216. Once the work is complete, the Losing Carrier confirms the action in the IPMS.

217. The process is then complete at step PA7T.

218. The GSP must then either reschedule using the Approved Port Change process or withdraw using the Port Withdrawal Process.

*PA7T. The Original Status is Restored*

219. In respect of a failed Port, the Numbers to be Ported are restored in the IPMS to their original pre-Port state.

*PA8. The Port Cutover is Complete*

220. If the Port is completed, the Port Activation is marked as completed.

221. The GSP can observe that the Port Activation is complete.

*PA9. IPMS Adds Ports to Update Queues of Other Carriers and of LSP*

222. At this point, notice of the Port Activation is available to all other interested parties.

*PA9A. The LSP Updates Their Records*

223. The LSP has a number of tasks to perform.

224. The LSPs involvement in the process is complete.

*PA10. The Donor Carrier Routing Update*

225. This may be an addition, and removal, or a change, depending on whether the Donor Carrier is a Losing Carrier, Gaining Carrier, or Other Carrier.

226. The IPMS will not notify the Donor Carrier if they are also a Losing Carrier or Gaining Carrier in the Port Activation.

227. The Donor Carrier will update their Network Routing and confirm with the IPMS.

*PA11. Other Carriers update their records*

228. If required for their routing, Other Carriers will update their routing tables from their IPMS Update queue on a regular basis.

229. If they do update their routing, they need to inform the IPMS when it is completed.

*PA12. The IPMS receives notification of Routing Updates*

230. The IPMS records the network update confirmations of all Other Carriers (being neither a Gaining Carrier or Losing Carrier).

231. The Gaining Carrier(s) have the right to view the progress of a Port Activation and observe which Carriers have completed the updates.

232. When all required updates are confirmed, the Port Activation Process is completed.

*PA13. GSP Notified of Port Activation Result*

233. The GSP will be able to observe the result of the Port Activation and take appropriate action.

234. Steps taken to resolve any issue are outside the scope of this process.

235. Restarting this process to activate the same Port relies on the GSP and the LSP agreeing a new RFS Date once the problems have been resolved.

236. The Port could be withdrawn as a result of a failed Port Activation.

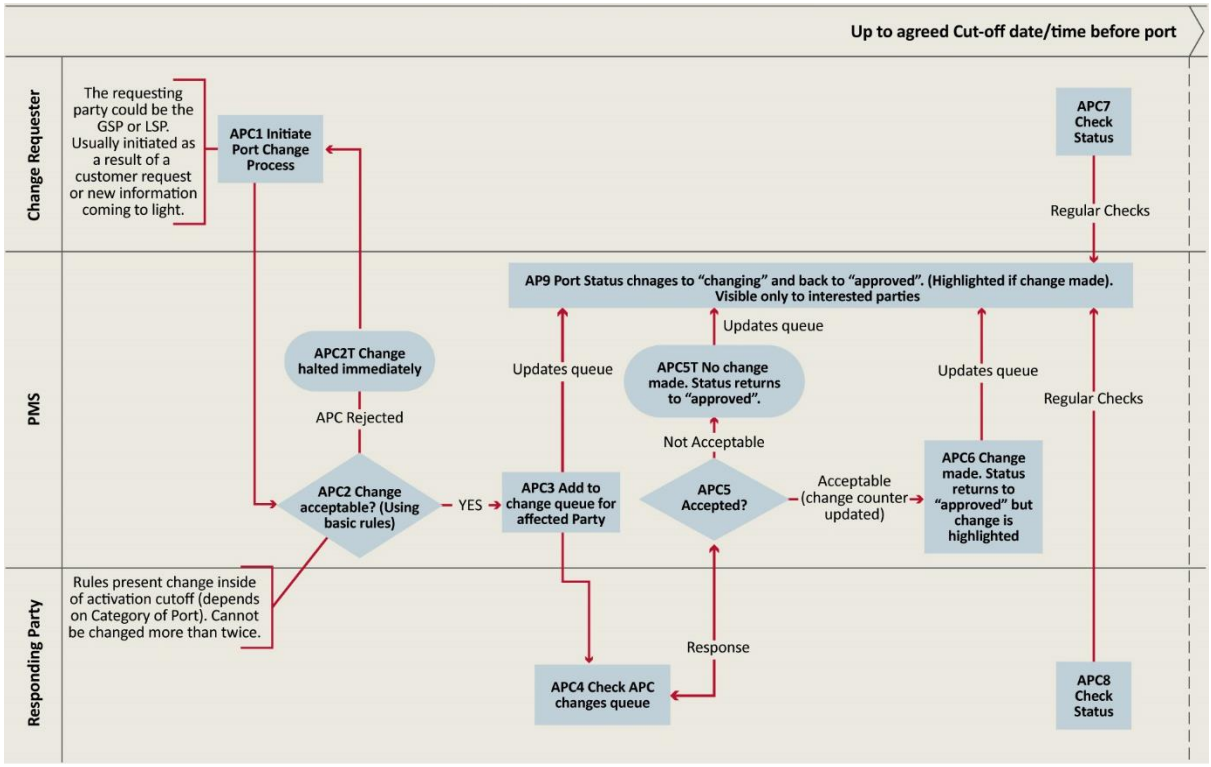
*PA14. The IPMS Closes the Port Activation*

237. Once all updates are confirmed the Port Activation is closed. No further changes are possible without a new Port Request.

**Approved Port Change**

238. The Approved Port Change (APC) Process allows the GSP or LSP to request a change to the details of an Approved Port. It may be used to change an Approved Port before the RFS Date, after the RFS Date has been missed, or after a Port failed to be completed.

*Approved Port Change Process Flowchart*




*Approved Port Change Process Timing Table*

| Flowchart | APC Process | Response Times | | |
|---|---|---|---|---|
| | | **Simple Local Port** | **Complex Local/Mobile Port** | **Simple Mobile Port** |
| APC3 to APC5 | Responding Party checks change queue and responds | Two Working Hours | Four Working Hours | Two Working Hours |
| | | **Frequency** | | |
| APC7 and APC8 | Gaining Carrier(s) and Losing Carrier(s) should review this queue regularly | Every Working Hour | Every Two Working Hours | Every Working Hour |

*APC1. Change Requester Initiates APC Process*

239. The Change Requester may be the GSP or the LSP. The Gaining Carrier or Losing Carrier must liaise with the relevant Service Provider in relation to any change identified as they may not be the only Gaining Carrier or Losing Carrier.

240. An Approved Port Change may be requested as the result of:

240.1 a request by a Customer;

240.2 by the GSP or LSP following the discovery of pertinent information that is required for the Port Activation to be carried out successfully;

240.3 by the GSP, after reaching point PA2T; or

240.4 by the GSP or LSP after reaching point PA7T in a Port Activation.

241. APC changes will be limited to moving the RFS Date and changes to the Numbers involved in a given Approved Port.

242. Parties must use the APC process in good faith and not to enable Ports to be scheduled at times outside the proposed RFS Date range.

*APC2. IPMS Checks that the Change is Acceptable*

243. An Approved Port Change is not possible once a Port is expired or withdrawn.

244. The Approved Port Change may not be used more than the number of times defined in the Operations and Support Manual for LMNP on a Port.

245. The IPMS will check that the changes to Numbers pass the tests used in the Port Request Process. It will reject a change on a Port whilst a change is already in progress.

*APC2T. IPMS Aborts the Change*

246. If the APC fails the tests, the Change Requester is immediately informed.

*APC3. IPMS Queues the APC Request*

247. If the APC passes the tests, the IPMS adds the request to the change queue of the responding party.

*APC4. Responding Party Checks their APC Request Queue*

248. Each party to the LMNP Terms is required to regularly check this queue.

249. The responding party should respond to requests in good faith, bearing in mind that the requesting party should only be asking for change when there is a genuine need.

250. The respondent has the ability to accept a change that does not comply with normal RFS Date notice periods, but only if they can reschedule resource to allow them to comply.

251. The responding party may use a Co-operative Period to communicate with the requesting party at this stage.

*APC5. IPMS Receives Response*

252. The IPMS will either change the status of the APC request to either “accepted” or “rejected”.

*APC5T. IPMS Updates the APC Queue with a Rejection*

253. The IPMS will flag the APC request as being rejected.

254. The change will be visible in the queue to the requesting party.

*APC6. IPMS Updates the APC Queue with an Acceptance*

255. The IPMS will change the status of the APC request to “accepted”.

256. It will then update the details in the Approved Port Requests queue, as appropriate with new RFS Date or change to the Numbers.

257. The change will be highlighted to ensure that the responding party is notified to update their works order.

*APC7. The Change Requester Checks the IPMS APC Queue for Acceptance*

258. The Change Requester must then reschedule any work required for the Port Activation to take place.

*APC8. The Responding Party Checks the IPMS APC Queue for Changes*

259. The responding party should already be aware of any APCs that it accepted.

260. All parties must monitor this queue for changes.

261. All parties must update their records as per the details in the Approved Port Requests queue as required.

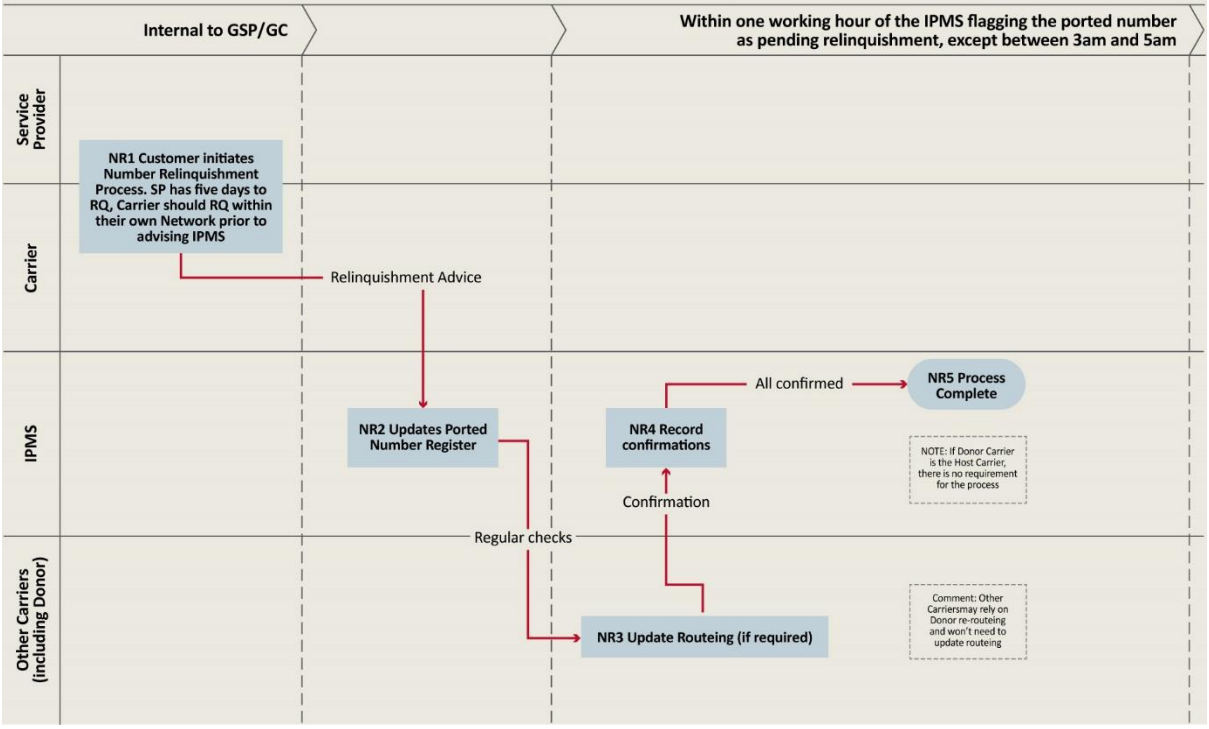
*APC9. The IPMS Continually Updates the Approved Port Queue*

262. Any interested Carrier or Service Provider can review this queue at any time and observe those approved Ports that are subject to change and those that have changed.

**Ported Number Relinquishment Process**

263. The Ported Number Relinquishment (NR) Process is used when a Customer relinquishes a Ported Number. The Ported Number Relinquishment Process is not required if the Host Carrier is the Donor Carrier (as the Number is not considered to be Ported, even if it has been Ported out and back again).

*Ported Number Relinquishment Process Flowchart*




*Ported Number Relinquishment Process Timing Table*

| **Flowchart** | **Ported Number Relinquishment Process** | **All Relinquishments** |
|---|---|---|
| NR2 | Notification to IPMS that the Ported Number has been relinquished. | Within five Business Days of Customer initiating Ported Number Relinquishment Process. |
| NR2 to NR4 | Donor Carrier and Other Carriers (if required) update routing. | Within one Working Hour of the IPMS flagging the Ported Number as pending relinquishment, except during a planned outage to the extent that planned outage occurs during for the hours set out in paragraph 92. |

264. The Service Levels for notification to IPMS that the Ported Number has been relinquished cannot be measured in IPMS.

*NR1. The Customer Notifies their Service Provider of the Relinquishment*

265. For a Ported Number, the Service Provider shall follow their standard procedure as for relinquishment of a non-Ported Number. For a Ported Number, the Service Provider must initiate the Ported Number Relinquishment Process within five Business Days of the Customer relinquishing the Number.

266. The Service Provider should not relinquish a Number that is part of a Number Block.

267. If all the Numbers in a given Number Block are being relinquished at the same time, or the last Numbers that are in use in a given Number Block are relinquished, then the Ported Number Relinquishment Process applies.

268. The Carrier checks that the Numbers are not part of a Number Block that needs to be kept intact, as per paragraphs 266 and 267.

269. The Carrier provisions the relinquishment in their Network.

270. The Carrier then sends a relinquishment advice to the IPMS.

*NR2. The IPMS updates the Ported Number Register*

271. The IPMS flags the Ported Number as pending relinquishment.

272. At this point, the Ported Number cannot be Ported and any Port Request will be rejected as it is pending relinquishment. During the 30-day quarantine period (see Number Quarantine section), the Service Provider who initiated the Ported Number Relinquishment Process may wish to cancel the relinquishment if it was made in error or the Customer has changed their mind.

273. After 30 calendar days from the date of the relinquishment advice, the IPMS will flag the Ported Number as relinquished and will allow step NR3 to commence.

*NR3. Other Carriers Update Routing*

274. The Donor Carrier must update their Network Routing to reflect this change.

275. If it is their policy to do so, the Other Carriers should remove the relinquished Number from their routing tables. Carriers that rely on donor network re-routing do not need to follow steps NR3 & NR4.

276. The Donor Carrier is able to allocate the relinquished Numbers to another Customer once this process is complete.

277. When complete, they send confirmation of updated routing information to the IPMS.

*NR4. IPMS Records the Confirmations*

278. The IPMS updates the Ported Number Register as it receives notification of updates.

279. A live version of this information is available in the enquiry screen for all Carriers.

*NR5. Number Relinquishment Process Complete*

280. The Number is no longer considered to be a Ported Number.

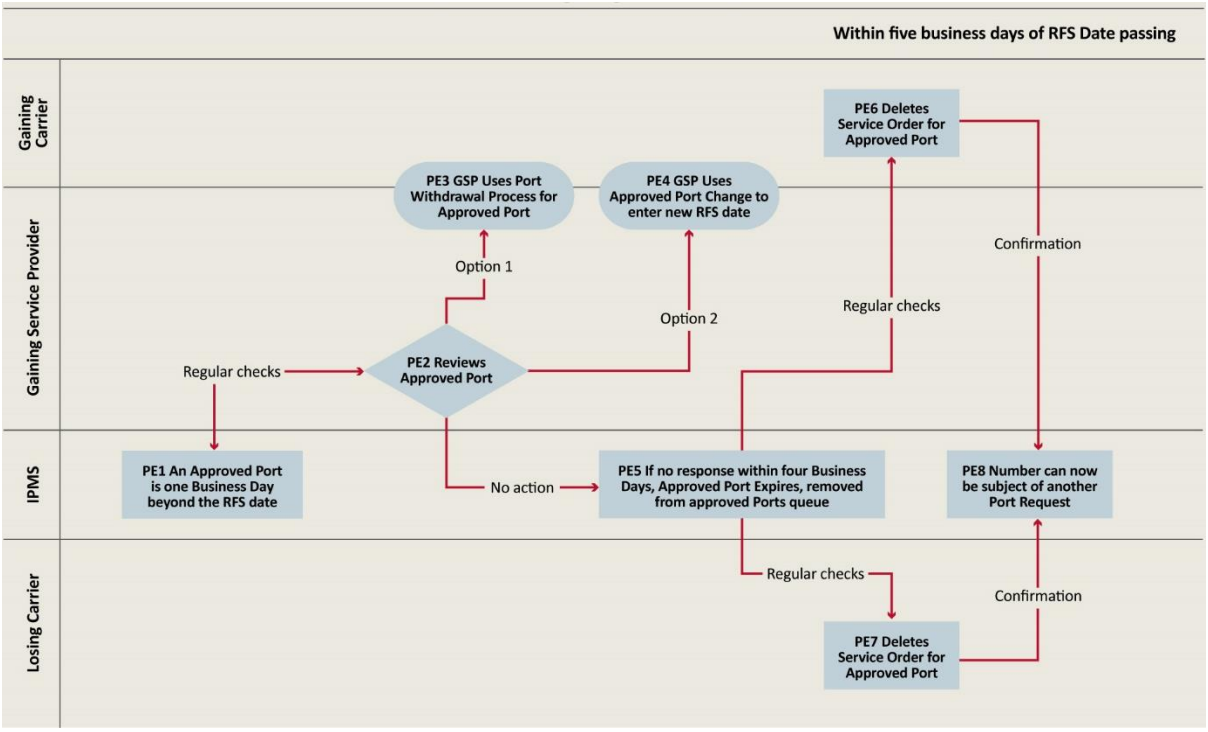
281. The Donor Carrier is now able to allocate the Number, subject to the Number Quarantine section.

282. If the Donor Carrier is the Host Carrier, there is no requirement for this Ported Number Relinquishment Process.

**Port Expiry Process**

283. The Port Expiry (PE) Process occurs when an accepted Port Request has not been activated within the RFS Date. The IPMS will run the Port Expiry Process at midnight on each Business Day.

*Port Expiry Process Flowchart*




*Port Expiry Process Timing Table*

| Flowchart | Port Expiry Process | Response Times |
|---|---|---|
| Entire Port Expiry Process | | Within five Business Days of RFS Date. |
| PE5 to PE8 | Gaining Carrier and Losing Carrier confirming expiry. | Within four Working Hours. |

284. These Service Levels are not measured in IPMS.

*PE1. The IPMS Identifies Expired Port*

285. The IPMS identifies an Approved Port that has lapsed one Business Day beyond the due RFS Date.

286. The IPMS notifies the GSP that an Approved Port is about to expire and requires action.

*PE2. GSP Checks the Expiry Notification*

287. The GSP has four Business Days to consult with the Customer to confirm the Customer preference if not already known.

288. The GSP has three courses of action open to it. It may use the Port Withdrawal to withdraw the Approved Port, it may use the Approved Port Change to reschedule the Port, or it may choose to do nothing.

*PE3. The GSP Withdraws the Approved Port*

289. The GSP can use the Port Withdrawal Process to Withdraw the Approved Port if the Port is not going to be rescheduled.

*PE4. The GSP Reschedules the Approved Port*

290. The GSP can use the Approved Port Change process to reschedule the Port.

*PE5. The IPMS Records the Approved Port as Expired*

291. If there is no response from the GSP within four Business Days, the IPMS will mark the Approved Port as expired.

292. The Approved Port is marked as “expired” in the approved Ports queue for both the Gaining Carrier and Losing Carrier.

*PE6. Gaining Carrier Notifies the IPMS of Update*

293. The Gaining Carrier observes the change in the approved Ports queue.

294. The Gaining Carrier confirms that they have deleted the works order for the Approved Port from their internal update queue.

*PE7. Losing Carrier Notifies the IPMS of Update*

295. The Losing Carrier observes the change in the approved Ports queue.

296. The Losing Carrier confirms that they have deleted the service order for the Approved Port from their internal update queue.

*PE8. Port Expiry Process Complete*

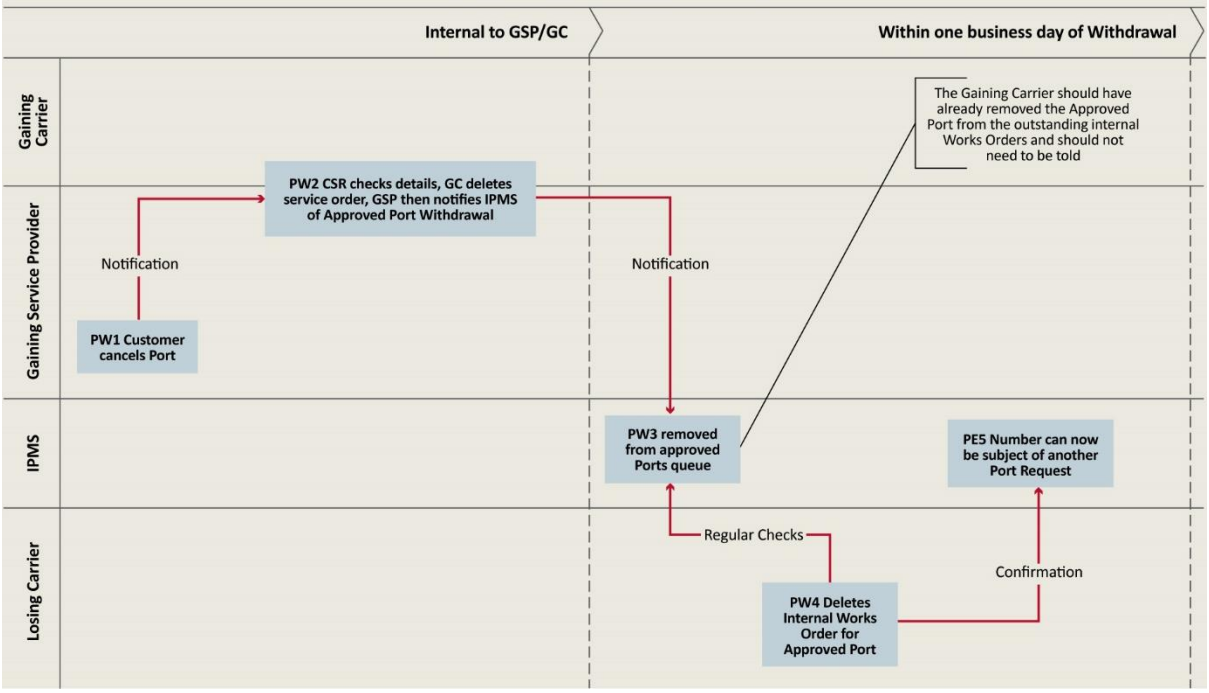
297. The IPMS marks the Port Expiry Process as complete.

298. The GSP is able to resubmit a new Port Request if required.

**Port Withdrawal Process**

299. The Port Withdrawal (PW) process is used when a Customer withdraws a Port. Any Port Request that has been accepted can be withdrawn before the Port Activation, or after a failed Port Activation. It must be done before a subsequent Port Request can be processed for that Number.

*Port Withdrawal Process Flowchart*




*Port Withdrawal Process Timing Table*

| Flowchart | Port Withdrawal Process | Response Times |
|---|---|---|
| Entire Port Withdrawal Process | | Within four Working Hours of Withdrawal, faster if close to the RFS Date. |
| PW3 to PW5 | Losing Carrier confirming Withdrawal. | Within two Working Hours. |

300. These Service Levels are not measured in IPMS.

*PW1. The Customer Cancels the Port*

301. The Customer informs the GSP that they no longer wish to Port Numbers associated with an accepted Port Request.

*PW2. GSP Verifies the Details*

302. The GSP shall adopt and follow appropriate internal procedures to ensure that the person requesting withdrawal of the Port Request has authority to do so.

303. The GSP must inform the Customer of any charges that may be incurred due to Port Withdrawal.

304. The Gaining Carrier looks up the SOM Number, verifies that the details are correct, and deletes their internal works order.

305. Removing the internal works order ensures that the Port won't be implemented.

306. The GSP then notifies the IPMS that the Port is withdrawn.

*PW3. IPMS notifies the Losing Carrier of Withdrawal*

307. The IPMS changes the Approved Port to "withdrawn" and removes it from the approved Ports queue for the Losing Carrier.

308. IPMS checks that Port Withdrawal is possible. It will not allow withdrawal of a Port that is in the process of being activated.

*PW4. Losing Carrier Deletes Internal Works Order*

309. The Losing Carrier deletes the works order within their system.

310. They confirm the deletion on the IPMS.

*PW5. IPMS Records the Port Withdrawal is Complete*

311. A new Port Request can now be processed for that Number.

312. Should the GSP wish to pursue the Port, it can approach the Customer and resubmit a Port Request.

**Emergency Return**

313. To facilitate the return of a number Ported either:

313.1 without authorisation; or,

313.2 for any other reason agreed by both the GSP and LSP to maintain the best interests of the Customer and consistent with the authorisation given by the Customer;

313.3 a Port may be returned by way of an Emergency Return.

314. To facilitate an Emergency Return, the GSP and the LSP must work together to enter a Port Request in the normal fashion. This may be fast-tracked utilising the Approved Port Change process to allow it to be activated in a shorter timeframe than would otherwise be expected. The two Service Providers will collaborate to ensure the number is returned as rapidly as possible to resolve whatever issue necessitated the Emergency Return.

### Number Quarantine

315. The IPMS will hold relinquished Numbers in quarantine for 30 calendar days prior to notifying Other Carriers of the relinquishment. After this period the Donor Carrier may further quarantine the Number in accordance with their existing practices.

316. During the quarantine period the Service Provider who initiated the Ported Number Relinquishment Process may wish to cancel the relinquishment if it was made in error or the Customer has changed their mind.

317. In addition, there are circumstances where the relinquishment needs to be expedited so as to reduce or remove the 30 calendar day requirement. A reduction or removal of the 30 calendar day requirement may be made by mutual agreement between the Donor Carrier and the Service Provider who wishes to initiate the Ported Number Relinquishment Process.

318. If a Customer requests a recently relinquished Ported Number, the Service Provider is entitled to warn the Customer of the recent relinquishment of the Number and the implications of using such a Number before they allocate the Number.

## IPMS Capabilities

### Basic Methodologies

319. The same messaging transport and package method will be used for all Local and Mobile Porting messages but there will be some differences:

319.1 Some elements of given messages will differ between message types;

319.2 Some elements of given messages will differ between classes of messages;

319.3 Rules for turnaround will vary;

319.4 Rules for validation will vary; and

319.5 The IPMS will need to take these differences into account.

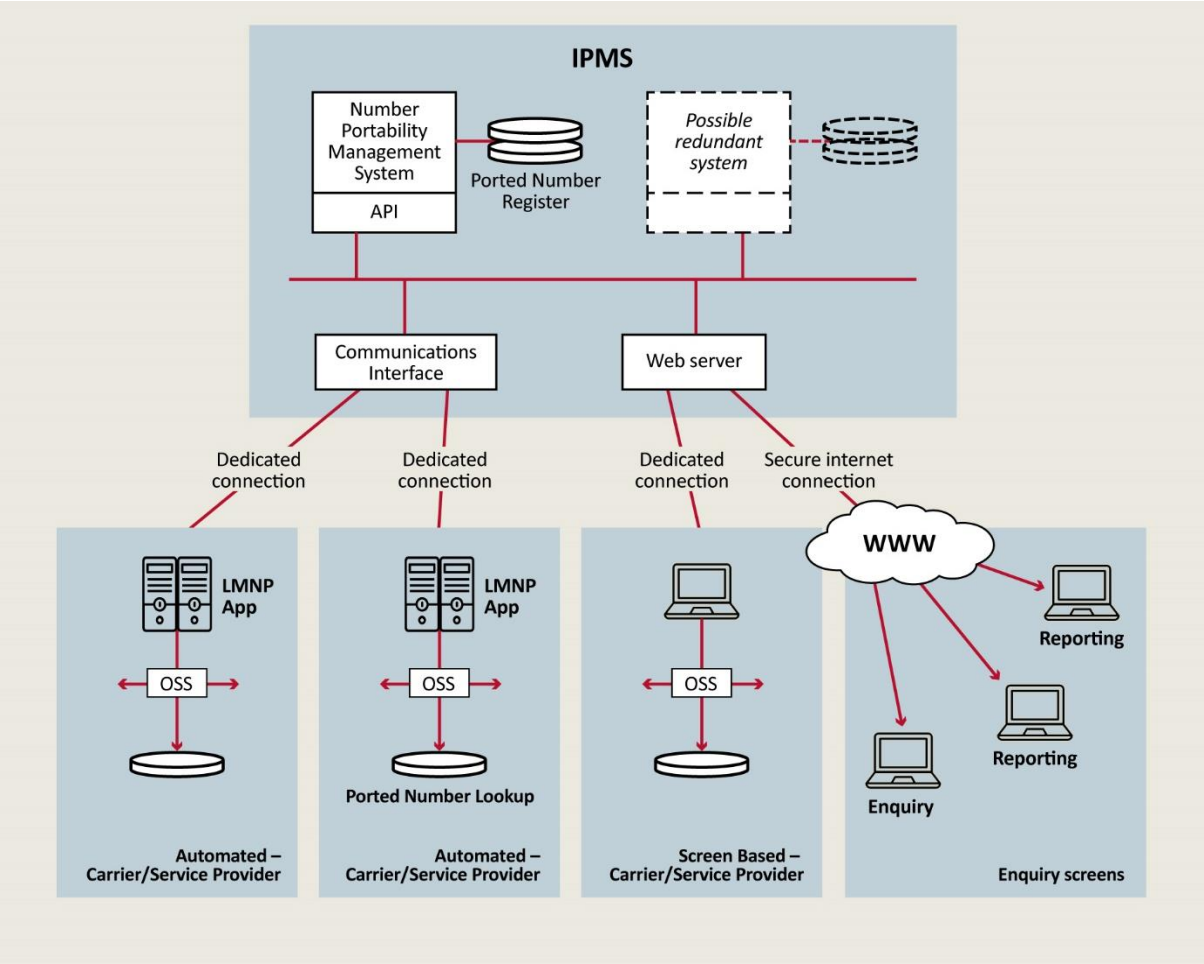
### Technology Specifications

320. This section sets out the required functions of the IPMS.

*Architecture*

321. The IPMS is a centralised system, the role of which is to provide reliable message transport, process tracking, coordination, and management. It is a tool, which will facilitate LMNP but relies on the Networks being able to support portability. The IPMS will not handle call routing but will be the sole authority on all Ported Numbers. This will be used by Carriers to update their own Networks.

**Architecture overview of the IPMS:**




322. The architecture is based around a logically centralised IPMS node. Physically this may be mirrored to achieve the required Service Levels.

323. The IPMS provides transaction processing logic to manage the Porting Process. Management of the Porting Process involves the IPMS maintaining a database of Ported Numbers (the Ported Number Register). All Carriers synchronise their Ported Number lookup tables with the IPMS. Typical information in the IPMS will include:

323.1 Number and current Service Provider;

323.2 Status of Numbers and when service is to be implemented;

323.3 Tasks that are still to be completed and by what Service Providers.

324. All Service Providers shall access the IPMS via an IPMS API. All the participants in LMNP shall achieve rapid and reliable communication of their requests and responses from the IPMS.

325. Basic API functionality requires:

325.1 The ability to accept requests to perform a function, for example processing a Port Request;

325.2 The ability to notify a Service Provider automatically to do something, for example the notification of a Port Activation; and

325.3 Allowing a Service Provider system to monitor transaction queues for messages, and then respond to them with the appropriate result.

326. In the case of automated access, there is a direct interface with the API. A web server is to be available to allow Service Providers and Carriers to perform Port-related functions manually, as well as generate queries and reports. The web server must also use the API to interface with the IPMS.

327. The API will be a “black box system”, meaning Service Providers and Carriers would only know the interface and messaging specifications. They will not require awareness of how the API communicates to the IPMS.

*System Interface*

328. The IPMS interface will be standardised to ensure ease of communication. It is likely to be based around some form of XML messaging. The IPMS will be able to communicate with parties via a web browser front-end or a machine-to-machine interface.

329. All the logic and business rules will be in a common layer in the IPMS. This will ensure that the same rules are used for all communication with the parties.

330. The IPMS User Guide may include detailed screen layouts and specifications for all aspects of web browser screen design.

*Connection Methods*

331. The type of connection between each party and the IPMS must meet basic standards for speed, security, and reliability.

332. Each party will access the IPMS by dedicated private communications connection or secure internet connection. If parties wish to use a VPN, this will need to be acceptable to all parties, to ensure system security and integrity.

333. Connections to the IPMS must be protected by software encryption/authentication protocols such as SSL and HTTPS.

*Queues*

334. The IPMS will use a set of transaction queues to facilitate the management of outstanding Port Events. The contents of these queues and associated screens shall be described in the IPMS User Guide.

335. Their usage will vary between those parties using a web client and those using a machine-to-machine connection.

*System Response Times*

336. Most processes will require some immediate feedback in terms of basic checking or presentation of information to the user. Such on-line interactive use will be supported by short response times. Under normal system load, an interactive processing request is intended to be responded to in less than one second.

337. The response time will depend on the connection method used by an individual party, as well as the performance of the IPMS. Performance will be measured as the elapsed time for the IPMS to queue a response to the router at the central site. Any further network latency introduced due to the capacity of the network connection or Client LAN will be the responsibility of the organisation.

*Reliability*

338. The reliability targets for the IPMS are:

338.1 It should be available for transmitting messages 99% of the time on a 24 hour by 7 day a week basis, except for scheduled maintenance periods;

338.2 It should not be unavailable for more than four contiguous Working Hours; and

338.3 There will be no provision for a formal or structured fallback procedure for when the IPMS is down. It is expected that all Porting activity will halt during an outage. In such a situation, calls to Ported Numbers are not impacted.

**Users and Security**

339. A record must be created in the database for each user who has access to the IPMS. All transactions and responses made will be tracked and logged by user. User access controls will ensure that users are confined to the parts of the IPMS demanded by their role.

340. Processes will be available to enable user records to be maintained, along with security access and user preference options.

341. Parties to the LMNP Terms that use a machine-to-machine connection may use only a limited number of users, as few as one. They are expected to track their own user activity within their system and may be required to do so if investigation of a given event is required.

342. Security access and user preference/default values will be held in user profile records. Groups of users within each party to the LMNP Terms who have common access requirements will share a common user profile. That will simplify the process of maintaining access for a large number of users. A user administrator responsible for user access and preferences will be able to change the preferences for a group of

users by changing a single user profile record. Users will not have access to change their own user profile.

343. It will be possible to create, change and activate/deactivate user and user profile records. Those records may also be deleted, but only after all other references to the record have been removed from the database by archiving/ageing processes (to ensure data integrity).

**Error Handling**

344. The IPMS must endeavour to ensure that the processes are reliable and accurate. The following tools will be used to minimise and handle errors:

344.1 Logging of faults/abnormal events;

344.2 The ability to roll back and/or recover within the IPMS; and

344.3 Track process confirmations and acknowledgements.

**Reporting and Data Extracts**

345. A number of reports will be required to enable and manage the Porting Processes. The reports detailed here may be supplemented during the implementation of the IPMS.

346. The following reports will be produced by the IPMS on a regular basis, outside of Standard Hours of Operation. All reports will be available either in a form for viewing or in a standard format (such as comma separated value (CSV) format text files) for importing into other applications. Automated processes will generate the regular reports.

347. Reports with a limited number of pages may be viewed directly from the web browser interface. Longer reports may be required to be downloaded, before viewing, to minimise the impact on system performance.

348. Access to reports and data extracts will be controlled by parameters in the user profile.

349. The intention of the data extracts is to enable parties to the LMNP Terms to produce their own reports, in whatever format they prefer, involving any transactions to which they are a party.

350. Each IPMS user will have access to a data extract or report giving the details of any transaction performed by users belonging to their organisation.

351. Reports shall be generated for each of the following categories:

351.1 Ported Number Register activity logging, status and audit;

351.2 Service Level and activity monitoring of Service Providers and Carriers; and

351.3 Extracts for Directories and Emergency Services.

352. Further details of these reports shall be included in the IPMS User Guide.

**Enquiry Screens**

353. Enquiry functions must be provided in the IPMS to ensure that various participants have the necessary visibility of Port Requests, Ports and other Port-related events to allow them to respond to other parties' Ports and manage their own.

**Archiving**

354. Messages, logs, and histories must not be deleted and must be archived in a form that is readily accessible.

**Migration**

355. The IPMS shall have the capacity to migrate current Porting data onto the IPMS.

356. New parties will be able to follow a migration process to move onto the IPMS and take part in LMNP.

**Data Integrity/Synchronisation**

357. Where there is inconsistency between Carriers' data and the IPMS Ported Number Register, the IPMS will be considered to be the correct data. Carriers shall develop processes for using the reports specified in the LMNP Terms to verify their own routing tables and procedures for correcting them.

## Appendix: Tables

**Table 1: Port Request Fields**

The following Table sets out a list of the required items to include in a Port Request, with their relevance to different types of Ports:

| Field | Source | Local | | Mobile | |
|---|---|---|---|---|---|
| | | **Simple** | **Complex** | **Pre-Pay** | **Post-Pay** |
| SOM | Auto | Required | Required | Required | Required |
| Type of message | GSP | Required | Required | Required | Required |
| Category of message | GSP | Required | Required | Required | Required |
| Date of request | Auto | Required | Required | Required | Required |
| Time of request | Auto | Required | Required | Required | Required |
| Account Number | Customer | Required | Required | N/A | Required |
| Handset Reference | Customer | N/A | N/A | Required | N/A |
| Phone number | Customer | Required | Required | Required | Required |
| GSP | Auto | Required | Required | Required | Required |
| Losing Service Provider | Customer | Required | Required | Required | Required |
| Gaining Carrier | GSP | Required | Required | Required | Required |
| RFS Date | Customer | Required | Required | Required | Required |
| Customer name | Customer | Required | Required | N/A | N/A |
| Customer service address | Customer | Optional | Optional | N/A | N/A |
| Customer contact number | Customer | Optional | Optional | N/A | N/A |
| Losing Carrier | Auto | Required | Required | Required | Required |

"Type of message" refers to whether it is a Port, APC, Port Withdrawal, Port Expiry, or Ported Number Relinquishment.

"Category of message" refers to whether it is a simple local, simple mobile, complex local, or complex mobile.

"Gaining Carrier" is completed by the GSP.

"Losing Carrier" is completed by the IPMS.

"Handset Reference" is required for Pre-Pay.

"Pre-Pay" or "Post-Pay" is at the time of the Port Request, not what the Customer intends to be with the new Service Provider.

358. Some fields will be inserted into the request by the IPMS – specifically the SOM Number, date of request, and time of request.

359. Other Transaction Fields:

359.1 These have yet to be defined in detail, but it is expected that most other messages will consist of date, time, SOM Number, and message type.

**Table 2: Service Levels**

The Table below sets out the Service Level for given steps in the Porting Processes.

| **Party** | **Process** | **Action** | **Local** | | **Mobile** | |
|---|---|---|---|---|---|---|
| | | | **Simple** | **Complex** | **Simple Pre-Pay or Post-Pay** | **Complex Post-Pay** |
| LSP | Port Request | Responds to Port Request (PR4 to PR6) | Within four Working Hours | Within two Business Days | Within 30 Working Minutes | Within two Business Days |
| GSP | Port Request | Reviews LSP response and Approves/Rejects (PR6 to PR8) | Within four Working Hours | Within two Business Days | Within 30 Working Minutes | Within two Business Days |
| GSP | Port Activation | Port as GSP/GC PA3 to PA5.2 and PA5.4 to PA7) | Within four Working Hours | Within four Working Hours | Within one Working Hour | Within four Working Hours |
| Losing Carrier | Port Activation | Port as Losing Carrier (PA5-3 to PA5-4) | Within one Working Hour | Within Four Working Hours | Within ten Working Minutes | Within four Working Hours |
| Other Carrier and Donor Carrier | Port Activation | Port as 3rd party and Donor Carrier (if required PA8 to PA12) | Within one Working Hour except during a planned outage to the extent that planned outage occurs during the hours set out at paragraph 92 | Within one Working Hour except during a planned outage to the extent that planned outage occurs during the hours set out at paragraph 92 | Within one Working Hour except during a planned outage to the extent that planned outage occurs during the hours set out at paragraph 92 | Within one Working Hour except during a planned outage to the extent that planned outage occurs during the hours set out at paragraph 92 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Responding Party (GSP or LSP) | Approved Port Change | APC Response to request (APC3 to APC5) | Within two Working Hours | Within four Working Hours | Within two Working Hours | Within four Working Hours |
| Gaining Carrier and Losing Carrier | Approved Port Change | APC update service orders from APC changes (APC7 and APC8) | Every Working Hour | Every two Working Hours | Every Working Hour | Every two Working Hours |
| Host Carrier | Ported Number Relinquishment | Relinquishment of Ported Number (NR2) | Within five Business Days | Within five Business Days | Within five Business Days | Within five Business Days |
| Other Carrier and Donor Carrier | Ported Number Relinquishment | Relinquishment as 3rd party and Donor Carrier (if required) NR2 to NR4) | Within one Working Hour except during a planned outage to the extent that planned outage occurs during the hours set out at paragraph 92 | Within one Working Hour except during a planned outage to the extent that planned outage occurs during the hours set out at paragraph 92 | Within one Working Hour except during a planned outage to the extent that planned outage occurs during the hours set out at paragraph 92 | Within one Working Hour except during a planned outage to the extent that planned outage occurs during the hours set out at paragraph 92 |
| Gaining Carrier and losing Carrier | Port Expiry | Confirmation of service order deletion for Port Expiry (PE5 to PE8) | Within four Working Hours | Within four Working Hours | Within four Working Hours | Within four Working Hours |
| GSP | Port Withdrawal | Port Withdrawal (entire process) | Within four Working Hours | Within four Working Hours | Within four Working Hours | Within four Working Hours |
| Losing Carrier | Port Withdrawal | Confirming Port Withdrawal (PW3 to PW5) | Within two Working Hours | Within two Working Hours | Within two Working Hours | Within two Working Hours |

360. Where the SQM count per Service Provider or Carrier is:

360.1 more than 40 for Mobile Numbers or Local Numbers in a calendar month. (Parties are expected to meet these Service Levels 95% of the time);

360.2 40 or less for Mobile Numbers or Local Numbers in a calendar month. Parties are expected to have no more than 2 failures. The Enforcement Agency has discretion to investigate cases where a Party regularly fails to meet a Service Level on 2 occasions per calendar month and, in the Enforcement Agency's view it appears to be a systemic issue.

361. The measurement of the achievement of the Service Levels for Local and Mobile SOMs in each case includes the combined results for Simple and Complex Ports.

**Table 3: RFS Date Minimum and Maximum Notice Periods**

| | **Minimum** | **Maximum** |
|---|---|---|
| **Local Number Ports:** | | |
| Simple Ports | Two Business Days | 30 calendar days |
| Complex Ports | Five Business Days | 30 calendar days |
| **Mobile Number Ports:** | | |
| Simple Ports | One hour | 30 calendar days |
| Complex Ports | Five Business Days | 30 calendar days |

**Table 4: Port Request Tests**

*Initial IPMS Port Request Tests:*

362. Actions performed on Port Request in initial IPMS check at PR3 and repeated in PR6 and PR8.

| Field | Test |
|---|---|
| SOM | Not checked but must be present. |
| Type of Message | Must be valid type, rules are enforced based on type. |
| Category of Message | Checks that the Port Request is correctly categorised as Local or Mobile, Simple or Complex. |
| Date of request | Not checked but must be present (automatically inserted in web client). |
| Time of request | Not checked but must be present (automatically inserted in web client). |
| Account Number | If not Pre-Pay, checks for the presence of an account number that meets the account number length test. |
| Handset reference | If Pre-Pay, checks for the presence of a handset reference number that meets0 the handset reference number length test. |
| Phone number | Checks the presence of valid Numbers, based on the Message category and prefix and number length rules. Checks Number isn't the subject of an outstanding Port Request or Approved Port. |
| GSP | Could be checked but should be inserted automatically. |
| Losing Service Provider | Can check number in Ported Number Database, if not present can check if the Numbers are in the Number range of the Losing Service Provider. |
| Gaining Carrier | Check for completion with valid Gaining Carrier. |
| RFS Date | Check that it is in the proper window for the category of Message. |
| Customer name | No check. |
| Customer service address | No check. |
| Customer contact number | No check. |
| Losing Carrier | The IPMS can insert this based on Carrier Number ranges, or from the Ported Number Register. |

**Table 5: Checks Performed by the Losing Service Provider at Step PR5**

363. This Table sets out the mandatory checks to be performed by the LSP at step PR5 and it gives examples of other information that may be provided to the LSP and checks may be performed by the LSP. This may be supplemented, but not derogated from, by agreement among Carriers and Service Providers.

| **Field** | **Description** |
|---|---|
| SOM Number | No check. |
| Type of Message | No check. |
| Category of Message | Mandatory - LSP must confirm that they agree, shall only disagree if they consider the Port to be Complex when the GSP has nominated Simple. |
| Date of request | No check. |
| Time of request | No check. |
| Account Number | Mandatory - for non-Pre-Pay, checks that the account number is valid and checks the Numbers are allocated to this account. |
| Handset Reference | Mandatory - for Pre-Pay, checks that the Handset reference is valid and checks the Number is allocated to this reference. |
| Phone Number | Mandatory - see Account Number/Handset Reference above. |
| Gaining Service Provider | Mandatory - allows the LSP to contact the GSP if required during the Co-operative Period. |
| Losing Service Provider | Mandatory - the LSP checks that this is their Number above. |
| Gaining Carrier | Not presented to the LSP. |
| RFS Date | Presented to the LSP for reference but not subject to checking, already validated by IPMS. |
| Customer name | If completed by GSP – it will be presented to the LSP. It can be used to help ensure the details are correct. |
| Customer service address | If completed by GSP – it will be presented to the LSP. It can be used to help ensure the details are correct. |
| Customer contact number | If completed by GSP – it will be presented to the LSP. It can be used to help ensure the details are correct. |
| Losing Carrier | Presented to the LSP, no check required. |