

Guide To Irish Telecommunications Legislation

Updated February 2026



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General Introduction



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Regulatory and institutional structure

The Department of the Environment, Climate and Communications (DECC) is the Irish governmental department responsible for the telecommunications sector and the sector regulator is the Commission for Communications Regulation (ComReg).

Ireland has implemented the EU regulatory framework governing the electronic communications sector by way of primary and secondary legislation, with key pieces of legislation listed below:

- the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023 (the Act);
- the European Union (Electronic Communications Code) Regulations 2022 (SI 444/2022) (the ECC Regulations);
- the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (SI 336/2011) (the Privacy Regulations);
- the European Communities (Electronic

Communications Networks and Services) (Privacy and Electronic Communications) (Amendment) Regulations 2023 (SI 305/2023);

- the European Union (Electronic Communications Code) (Public Warning System) Regulations 2023 (SI 583/2023); and
- the European Union (Electronic Communications Code) (Amendment) Regulations 2023 (SI 300/2023).

Authorisation/licensing regime

The notification procedure for obtaining a general authorisation can be completed on the ComReg online portal (Electronic Register of Authorised Undertakings (ERAU)). Operators are free to commence operations once a properly and fully completed notification has been received by ComReg. ComReg has produced a document identifying the **conditions of a General Authorisation**, which outlines the conditions for the provision of ECN and ECS. General Authorisations are unlimited in duration. No fee is payable on notification; however, an annual levy (0.2 per cent of relevant turnover) is

payable where an operator's relevant turnover (namely, relating to the service or network) in Ireland in the relevant financial year is €500,000 or more.

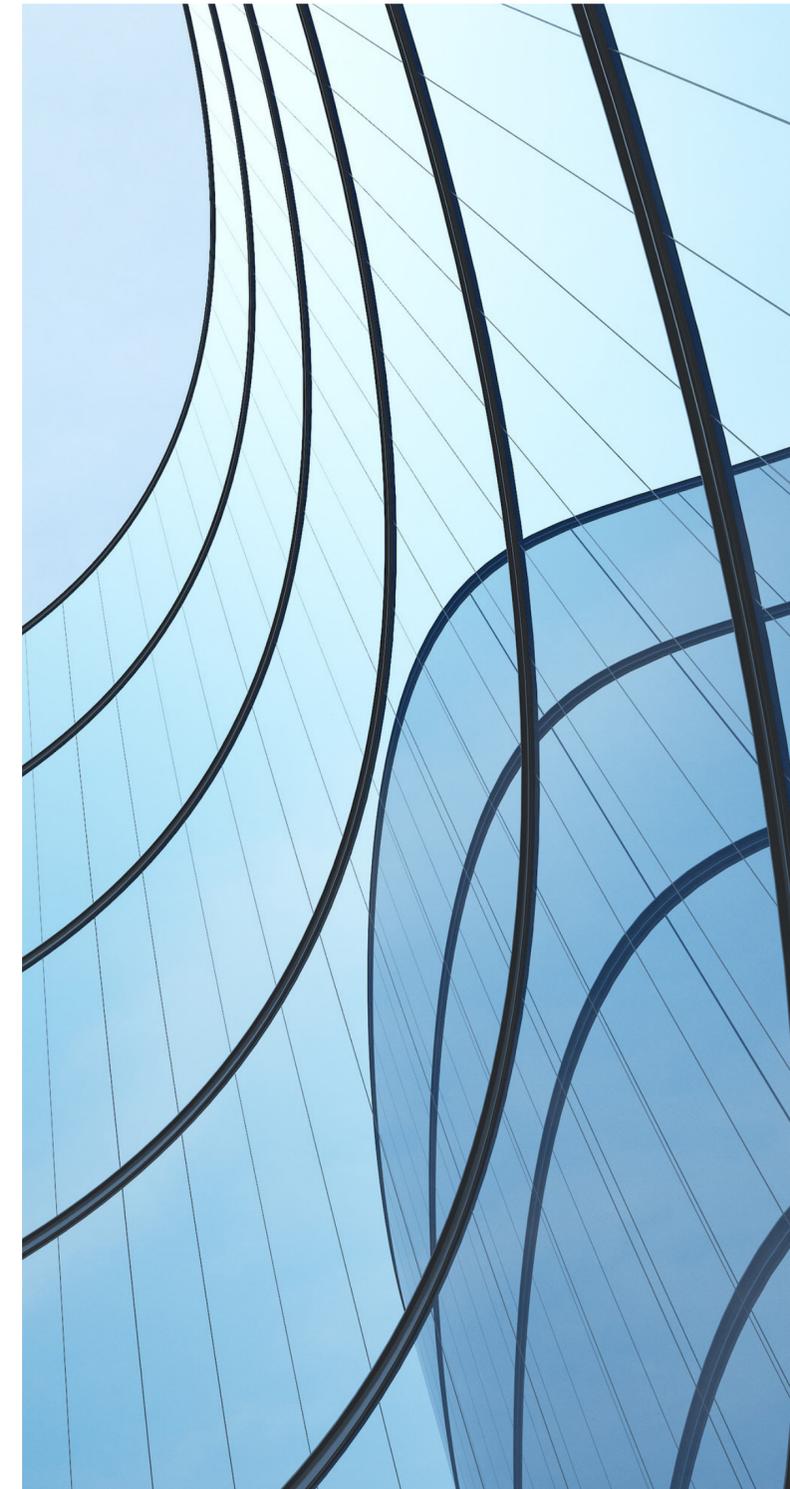
Fixed and mobile service providers may also need to obtain a licence under the Wireless Telegraphy Act 1926 (as amended) (Wireless Telegraphy Act) in connection with the use of wireless telegraphy apparatus. Non-compliance with the Wireless Telegraphy Act can be prosecuted by ComReg.

Spectrum use

ComReg has published regulations (the Wireless Telegraphy (Transfer of Spectrum Rights of Use) Regulations 2014 (SI 34/2014)) and guidelines for spectrum trading.

ComReg has also published its Framework for Spectrum Leases in Ireland concerning:

- transfer of spectrum regime under the EU Spectrum Transfer Framework and implementing Irish legislation;
- the scope of the proposed Spectrum Lease Framework (noting the difference between a spectrum lease or transfer);





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- the procedural framework for spectrum leasing; and
- how ComReg intends to grant and issue a spectrum lease licence.

Multi Band Spectrum Award 2022

On 14 December 2022, the main stage of the Multi Band Spectrum Award (MBSA2) process concluded with the identification of four winning bidders paying about €448 million to the state for the issue of long-term spectrum rights, until 13 February 2042, in the 700MHz, 2.1GHz, 2.3GHz and 2.6GHz bands (see for reference [Document 22/105](#)). The four winning bidders were Imagine, Eir, Three and Vodafone.

On 12 January 2023, the specific frequency locations to be assigned to each of the winning bidders were determined (see for reference [Document 23/06](#)).

On 19 January 2023, following the submission of complete applications, an MBSA2 Liberalised Use Licence was issued to each winning bidder with a commencement date of 20 January 2023.

Ex-ante regulation

Eir has been designated with significant market power (SMP) in certain wholesale fixed telecoms market definitions and the remedies imposed on Eir include access, transparency, non-discrimination, accounting separation, regulatory governance, price control and cost-accounting obligations.

The removal of ex-ante regulation where same is no longer applicable or warranted is an area of focus for ComReg. In its [Electronic Communications Strategy Statement: 2023-2025](#), it notes that:

“the more densely populated regions of Ireland have benefited from investment in networks driven by competitive forces, resulting in these areas being well-served by ECN. In some of these well-served areas, competitive forces may be strong enough such that ex-ante regulatory intervention is no longer required.”

Structural or functional separation

Structural separation has not been provided for in the Irish communications regulatory framework. Structural separation can be

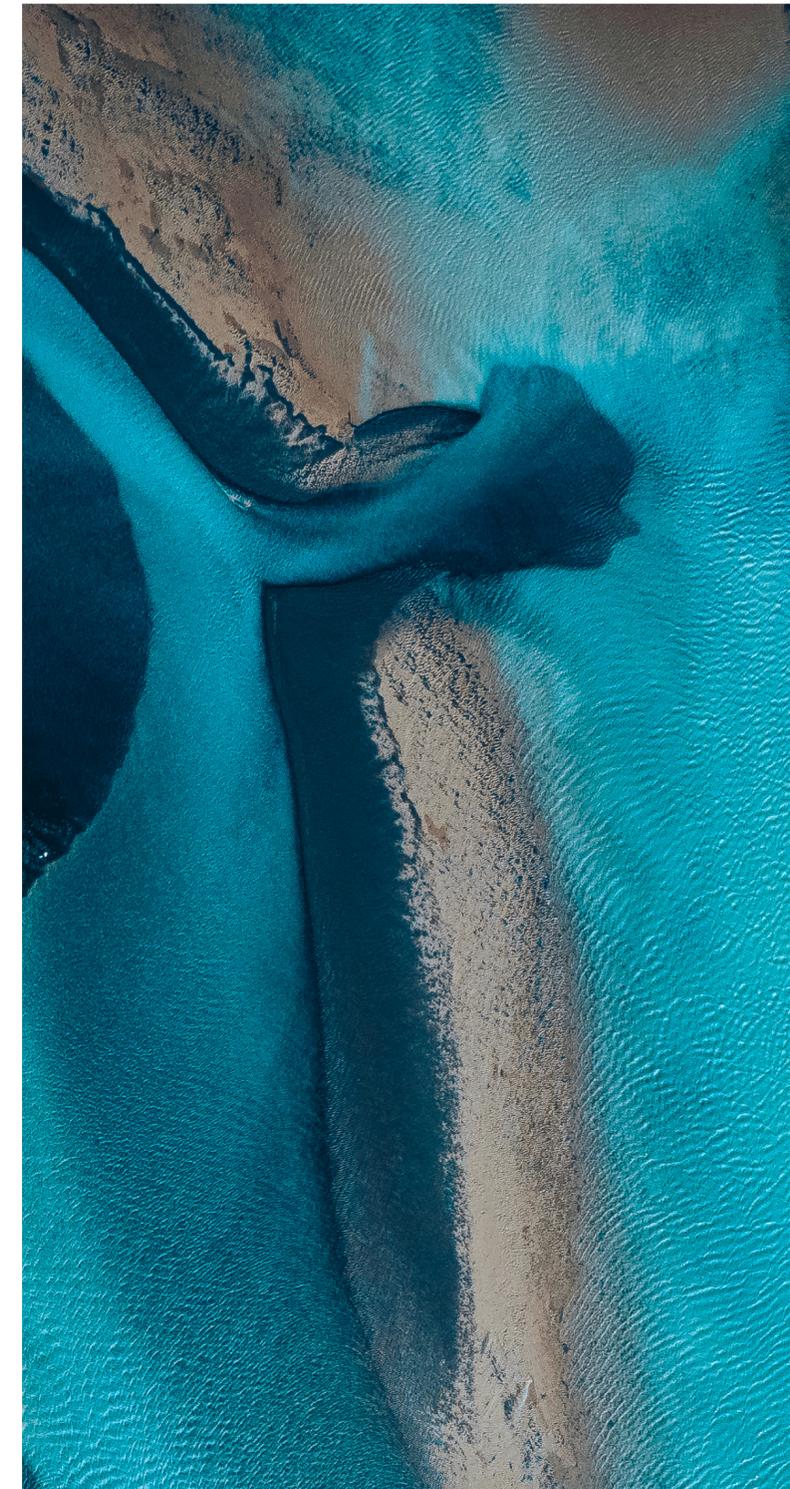
imposed under the Competition Acts 2002-2022 as a remedy in cases entailing an abuse of dominance contrary to section 5 of the Competition Acts 2002-2022.

Universal service obligations and financing

There is currently no USP. Eir was designated as the universal service provider (USP) for telephony services in 2006. However, in December 2023, ComReg published a decision ([D10/23](#)) in which it determined that fixed communications services could not be ensured under normal commercial circumstances in Ireland.

Number allocation and portability

All operators providing a publicly available telephone service (“**PATS**”) must provide number portability to subscribers at no direct charge. Operators must ensure that the porting of numbers is carried out within the shortest possible time; numbers must be activated within one working day and loss of service during the process may not exceed one working day. ComReg may specify the payment of compensation to subscribers for delays in porting.





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ComReg has confirmed as part of 2013 and 2017 decisions on machine-to-machine numbering, that number portability is in principle an entitlement of machine-to-machine number holders.

ComReg is tasked with the management of the National Numbering Scheme, including attaching conditions to rights of use for numbers and generally makes allocations and reservations of numbering capacity from the scheme to notified network operators, who each sub-allocate individual numbers to service providers and end users. ComReg's tasks include:

- assigning numbers for existing services;
- developing frameworks for new and innovative services;
- ensuring numbers are used following conditions of use set out in the Numbering Conditions of Use; and
- monitoring number utilisation and implementing number changes when required.

Applications for allocation are made via an application form and numbers are granted on

a first-come, first-served basis except when starting allocation from newly allocated number ranges. Allocation is carried out in an open, transparent and non-discriminatory manner. ComReg currently does not charge fees to recipients for allocations of numbers.

In December 2018, ComReg introduced measures regulating the costs of using non-geographic numbers. Since 1 December 2019, the cost of a call to a non-geographic number cannot exceed the cost of calling a landline number.

Since 1 January 2022, the number of non-geographic number (NGN) ranges available in Ireland has been reduced from five to two. The 1850, 1890 and 076 NGN ranges are no longer in service. 1800 freephone and 0818 standard rate NGNs remain in operation. These changes will simplify NGNs and provide clarity on the costs of calling the two remaining NGN ranges (1800 and 0818). For callers, 1800 calls are free. Calls to 0818 are included in customer call bundles that include calls to landlines or, out of bundle, charged at the standard rate, which is no more than the cost of calling a landline.

Notably, for organisations, the cost of maintaining 1800 numbers has reduced significantly since the introduction of new wholesale charges in 2020. In general, there is no per-call cost to an organisation for receiving an 0818 call.

Customer terms and conditions

Operators providing a publicly available electronic communications network (“**ECN**”) or electronic communications service (“**ECS**”) must provide certain standard contract conditions to consumers in a clear, comprehensive and easily accessible form (eg, details of price and tariffs and contract duration, etc). Operators must notify customers one month in advance of any proposed changes to their terms and conditions and of their right to withdraw without penalty if they do not accept the changes. Failure to do so may be prosecuted as a criminal matter as failure to comply is an offence. ComReg also has the choice of bringing a civil action for non-compliance to the High Court, or seeking civil penalties to be imposed through ComReg's adjudication process. ComReg has not specified a medium to be used for contract change notifications





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but provides that notifications must be presented to customers clearly, unambiguously and transparently, and must include certain minimum information.

Since its transposition into Irish law, the European Electronic Communications Code (“EECC”) has strengthened and harmonised consumer protection across the European Union. Telecoms operators are required to implement a number of changes to give effect to the new end-user rights introduced in the EECC. These include, inter alia:

- issuing contract summaries in line with the prescriptive guidelines set out in the EECC;
- building in the provision of best tariff advice and best tariff information into the contract process; and
- updating the scripts of the customer service representatives to comply with the obligations set out in the EECC in relation to cancellation, renewal and automatic prolongation of contracts.

ComReg has also issued several requirements concerning bills and billing mediums. By way of

example, consumers must have a choice about whether to receive paper bills or alternative billing mediums, and a paper bill must be provided free of charge where access to online billing is not possible.

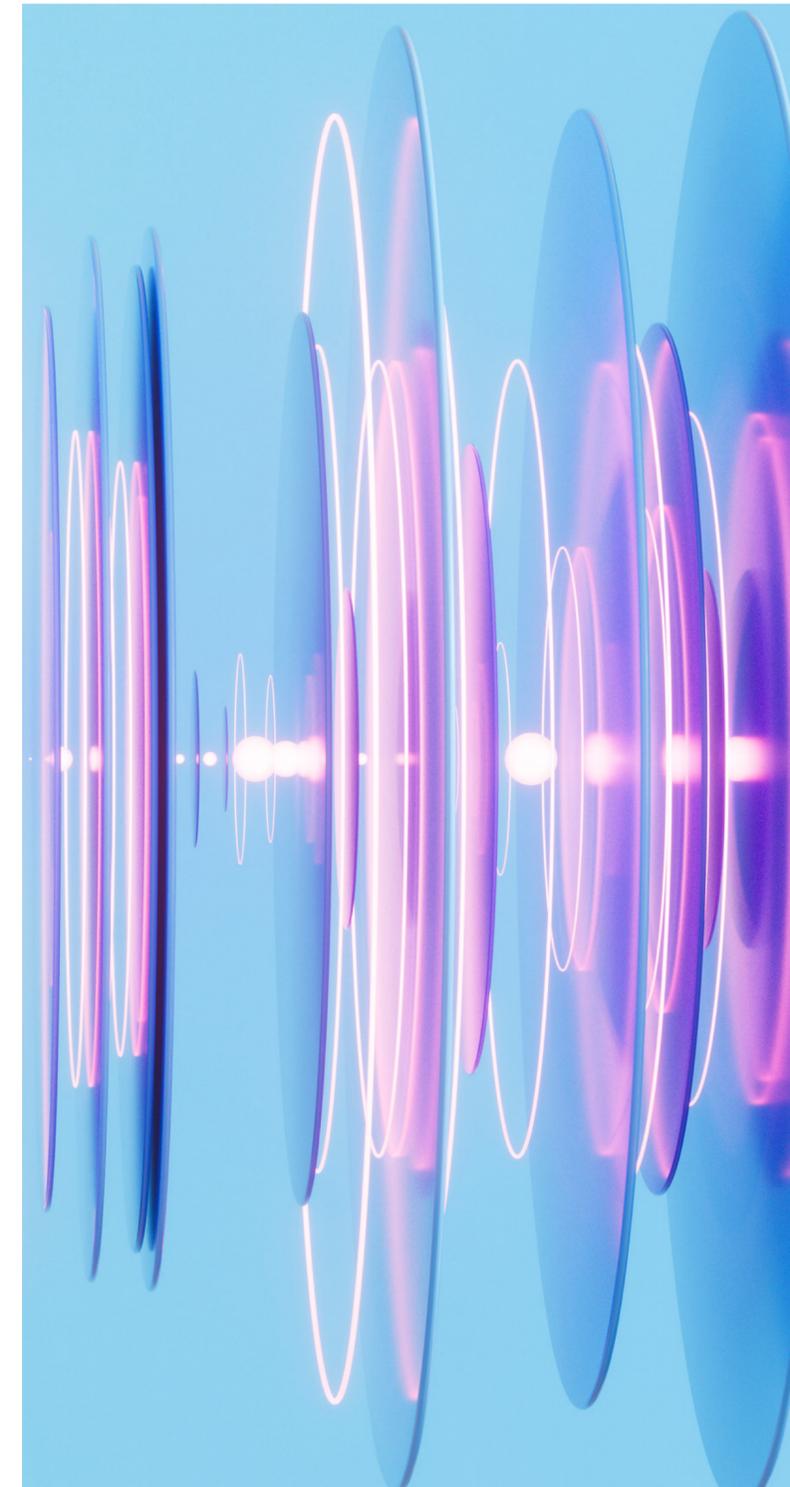
Net neutrality

The European Union (Open Internet Access) Regulations 2019 (SI 343/2019) gives enforcement powers to ComReg concerning net neutrality. ComReg may give a direction to an undertaking requiring the undertaking to take a measure under article 5(1) of SI 343/2019. Where ComReg finds an undertaking has not complied with its direction or with the obligations under the Open Internet Access Regulations, and that the undertaking has not corrected its behaviour following a notification from ComReg, ComReg can seek an order from the High Court, which can include an order for payment of a financial penalty to ComReg.

Data protection

The communications sector is subject to the general Irish data protection regime as set out in the Data Protection Act 2018.

The Communications (Retention of Data) Act 2011 (the 2011 Act) sets out a specific regime for the retention of certain communications data for, inter alia, the investigation, detection and prosecution of criminal offences. A regime is also in place for the interception of communications by the Irish police force and the Defence Forces. In 2014, the CJEU found that Directive 2006/24/EC (Data Retention Directive), the basis for the Communications (Retention of Data) Act 2011, was invalid. As a result of the CJEU decision, no specific legal act at the EU level obliges Ireland to maintain a data retention regime in place. In December 2018, the Irish High Court ruled that the 2011 Act is incompatible with EU and European Convention on Human Rights law, and the Supreme Court referred this issue to the European Court of Justice. On 5 April 2022, the CJEU confirmed that the general and indiscriminate retention of traffic and location data was contrary to EU law regardless of whether the purpose was to combat serious crime. To preserve the 2011 Act from being struck down as invalid, in July 2022, the Communications (Retention of Data) (Amendment) Act 2022 was adopted





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to amend the 2011 Act. The Communications (Retention of Data) (Amendment) Act 2022 was commenced on 26 June 2023 by SI 287/2023. Its primary purpose is to enable the Irish police force to access communications traffic and location data for criminal justice purposes.

The previously mentioned 2011 Privacy Regulations from the EU electronic communications reform package also apply pending the publication of the proposed ePrivacy Regulation.

Separately, Regulation (EU) 2016/679 (General Data Protection Regulation) (GDPR) and the Data Protection Act 2018 also apply to the communications sector.

Cybersecurity

The Criminal Justice (Offences Relating to Information Systems) Act 2017 was the first piece of national legislation specifically relating to cybercrime and is designed to modernise the Irish framework relating to such crimes (previous legislation referred to ‘unlawful use of a computer’

that did not adequately address problems facing current society).

This legislation introduced several new offences such as:

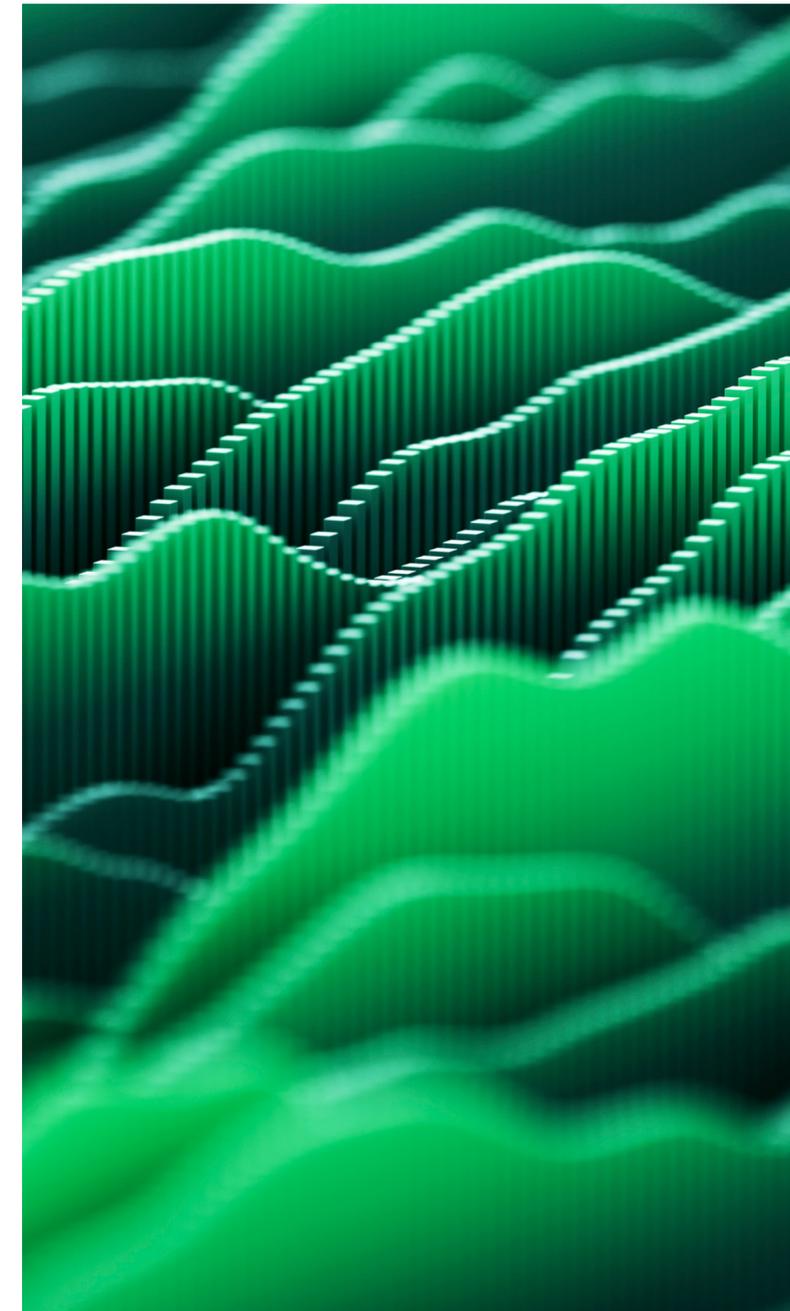
- accessing an information system without lawful authority;
- interfering with an information system without lawful authority to intentionally hinder or interrupt its functioning;
- interfering with data without lawful authority;
- intercepting the transmission of data without lawful authority; and
- use of a computer, password, code or data for the commission of any of the above offences.

Other pieces of legislation that include cybersecurity-related provisions also include:

- **the GDPR:** data controllers are required to take ‘appropriate security measures’ against unauthorised access, alteration, disclosure or destruction of data, in particular where the processing involves the transmission of data over a network, and comply with strict reporting obligations in relation to incidents;
- **the Privacy Regulations:** require providers to implement appropriate technical and organisational measures to safeguard the security of their services and report incidents. It also prohibits interception or surveillance of communications and the related traffic

data over a publicly available ECS without users’ consent; and

- **SI 360/2018 European Union (Measures for a High Common Level of Security of Network and Information Systems) Regulations 2018 (the NISD Regulations):** the NISD Regulations require that operators of essential services and digital services take appropriate measures to prevent and minimise the impact of incidents affecting the security of the network and information systems used for the provision of essential and digital services with a view to ensuring continuity.
- **Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023:** imposes cybersecurity standards for network and service providers including an obligation on providers to take “appropriate and proportionate technical and organisational measures” to manage and mitigate any risk(s) posed to the security of networks and services. The Act also affords ComReg the power to identify ‘relevant vendors’ who pose a risk to the security of electronic communications networks or services which may in turn affect national security, as well as the



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power to take certain measures under the Act to mitigate the risks presented by any relevant vendor.

- **The NIS2 Directive:** The NIS2 Directive is the foremost cybersecurity legislation at an EU level, introduced with the aim of harmonizing cybersecurity strategy and enforcement across all EU Member States. While the deadline for local implementation of NIS2 was set at 17 October 2024, Ireland is yet to implement the Directive. On 31 May 2025, the Commission sent Ireland a reasoned opinion for failure to notify full transposition.

Data localisation

There are no laws or regulations that require data to be stored locally in Ireland. Neither the GDPR nor the Data Protection Act 2018 detail specific security measures that a data controller or data processor must have in place, although they provide examples of such measures, such as the pseudonymisation and encryption of personal data. They place an obligation on data

controllers to ensure that data is processed in a manner that ensures ‘appropriate security of the data’ in light of the risk profile of the relevant data. The measures used by the data controller must ensure that a level of security is provided that is proportionate to the harm that may result from destruction, loss, alteration or disclosure of the data. Data controllers and data processors are also obliged to ensure that their staff and ‘other persons at the place of work’ are aware of security measures and comply with them. The legal obligation to keep personal data secure applies to every data controller and data processor, regardless of size. The Privacy Regulations further detail some requirements specific to the electronic communications services sector.

Chapter V of the GDPR specifies the conditions that must be met before personal data may be transferred to third countries. Organisations that transfer personal data from Ireland to third countries (namely, places outside of the European Economic Area) need to ensure that the country in question provides an adequate level of data protection. Some third countries

have been approved for this purpose by the European Commission. The adequacy decision of the European Commission that underpinned the US Safe Harbour arrangement has now been invalidated by a decision of the Court of Justice of the EU (CJEU) of 6 October 2015 (Case C-362/14). This was replaced by the EU-US Privacy Shield, which was also invalidated by a decision of the CJEU of 16 July 2020 (Case C-311/18). Consequently, it is no longer lawful to make transfers from the European Union to the United States based on these frameworks. However, in July 2023, the European Commission adopted a new adequacy decision, in the form of the EU-US Data Privacy Framework. Under the new Framework, companies are able to transfer data from the EU or EEA to US-certified companies without putting in place a transfer tool, such as the Standard Contractual Clauses, under Chapter V of the GDPR.

Upcoming Legislation

The Digital Networks Act: On 21 January 2026, the European Commission published a Proposal for a Regulation for the Digital Networks Act

(“DNA”). The DNA is designed to modernise, simplify and harmonise the EU telecoms rules, with a view to incentivising investment and providing access to fast, secure and resilient digital infrastructure across the EU.



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Section 2: Key Legal Rules / Extracts from Relevant Legislatio

Legislation	Provision	Subject Matter
S.45 of the Communications Regulation Act 2002 (as amended)	<p>(1) A person shall not impose, or purport to impose, a charge for supplying an electronic communications service or electronic communications product to an end-user that exceeds the amount for that service or product specified—</p> <p>(a) in the undertaking’s published tariff of charges, or</p> <p>(b) in a written statement previously made or given to the end-user by the undertaking in relation to that supply.</p> <p>(2) A person shall not impose, or purport to impose, a charge for an electronic communications service or electronic communications product that was—</p> <p>(a) supplied to an end-user but not requested by him or her,</p> <p>(b) requested by an end-user but not supplied to him or her, or</p> <p>(c) neither supplied to, nor requested by, a person.</p> <p>(3) A person that contravenes subsection (1) or (2) commits an offence and is liable on summary conviction to a class A fine.</p> <p>(4) In carrying out an investigation to ascertain whether a person may be contravening or may have contravened subsection (1) or (2), the Commission may conduct an audit of the undertaking’s billing system.</p> <p>(5) In this section, “tariff of charges”, in relation to a person, includes any list setting out the prices charged by the undertaking for providing electronic communications services or electronic communications products to end-users.</p>	Over-charging
S.105 of the Consumer Rights Act 2022 (since 29 November 2022)	<p>(1) A trader who concludes an off-premises contract with a consumer shall provide the consumer with a copy of the signed contract or confirmation of the contract at the time of, or before, the conclusion of the contract.</p> <p>(2) The copy or confirmation of the contract shall be provided on paper or, if the consumer agrees, on another durable medium.</p> <p>(3) Where—</p> <p>(a) an off-premises contract is a contract for the supply of digital content that is not supplied on a tangible medium, and</p> <p>(b) performance of the contract has begun with the consumer’s prior express consent, the copy or confirmation of the contract provided by the trader shall include confirmation of the consumer’s acknowledgement, in accordance with section 111 (e)(ii) of the loss of the right to cancel the contract.</p> <p>(4) A trader who contravenes any of the provisions of this section commits an offence.</p>	Off-premises contractrules

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Legislation	Provision	Subject Matter
<p>S.109 of the Consumer Rights Act 2022 (since 29 November 2022)</p>	<p>(1) A trader who concludes a distance contract with a consumer shall provide the consumer with confirmation of the concluded contract on a durable medium.</p> <p>(2) The confirmation shall include all of the information specified in Schedule 3 unless the trader has already provided that information to the consumer on a durable medium before the conclusion of the contract.</p> <p>(3) Where—</p> <ul style="list-style-type: none"> (a) a distance contract is a contract for the supply of digital content that is not supplied on a tangible medium, and (b) the performance of the contract has begun with the consumer’s prior express consent, the confirmation shall include confirmation of the consumer’s acknowledgement, in accordance with section 111 (e)(ii) of the loss of the right to cancel the contract. <p>(4) The confirmation required by subsection (1) shall be provided within a reasonable time after the conclusion of the contract and at the latest—</p> <ul style="list-style-type: none"> (a) by the time of the delivery of the goods, or (b) before performance begins of— <ul style="list-style-type: none"> (i) a supply of a service, (ii) a supply of digital content that is not supplied on a tangible medium, (iii) a supply of a digital service, (iv) a supply of water, gas or electricity that is not supplied in a limited volume or set quantity, or (v) a supply of district heating. <p>(5) A trader who contravenes any of the provisions of this section commits an offence.</p>	<p>Distance contract rules</p>
<p>S.106 of the Consumer Rights Act 2022 (since 29 November 2022)</p>	<p>(1) Before the consumer is bound by a distance contract or any corresponding offer, the trader shall give or make available to the consumer—</p> <ul style="list-style-type: none"> (a) in plain and intelligible language and in a way appropriate to the means of distance communication used, the information specified in Schedule 3, and (b) where a right to cancel the contract exists, the model cancellation form set out in Part 2 of Schedule 4. [...] <p>(6) Where a distance contract is concluded through a means of distance communication that allows limited space or time to display the information, the trader shall provide- [...]</p> <ul style="list-style-type: none"> (b) the other information specified in Schedule 3 and the model cancellation form set out in Part 2 of Schedule 4 in an appropriate way in accordance with subsections (1) to (4). 	<p>Distance contract rules</p>

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S.114 of the Consumer Rights Act 2022 (since 29 November 2022)	<p>(1) If a trader does not provide a consumer with the information on the right to cancel the contract required by clause (m) of Schedule 3, the cancellation period expires on the expiry of the period of 12 months beginning on the day on which it would otherwise have expired in accordance with section 113.</p> <p>(2) Subject to subsection (3), if the trader provides the consumer with the information on the right to cancel required by clause (m) of Schedule 3 within 12 months of the day on which the cancellation period would, but for this subsection have expired in accordance with section 113, that cancellation period shall instead expire on the expiry of the period of 14 days beginning on the day on which the consumer receives that information.</p> <p>(3) In the case of an off-premises contract concluded in the context of an unsolicited visit by a trader to a consumer’s home or an excursion organised by a trader with the aim or effect of promoting or selling to a consumer—</p> <ul style="list-style-type: none"> (a) (a) goods, (b) a service, (c) digital content that is not supplied on a tangible medium, (d) a digital service, or (e) water, gas or electricity that is not supplied in a limited volume or set quantity, where the trader provides the consumer with the information on the right to cancel required by clause (m) of Schedule 3 within 12 months of the day on which the cancellation period would, but for this subsection, have expired in accordance with section 113, that cancellation period shall instead expire on the expiry of the period of 30 days beginning on the day on which the consumer receives that information. <p>(4) The information on the right to cancel referred to in subsections (1) to (3) shall be provided in accordance with:</p> <ul style="list-style-type: none"> (a) section 103, in the case of off-premises contracts; (b) section 104, in the case of off-premises contracts for repairs or maintenance to which that section applies; (c) section 106, in the case of distance contracts. 	Right to cancel – off-premises contracts
S.115 of the Consumer Rights Act 2022 (since 29 November 2022)	<p>(1) Where the consumer wishes to exercise the right to cancel a distance contract or an off-premises contract under section 112, the consumer shall, before the expiry of the cancellation period, inform the trader of his or her decision to cancel the contract.</p> <p>(2) (2) For the purposes of informing the trader under subsection (1), the consumer may—</p> <ul style="list-style-type: none"> (a) use the model cancellation form set out in Part 2 of Schedule 4, or (b) make any other unequivocal statement setting out his or her decision to cancel the contract. <p>(3) Where the trader gives the consumer the option to do so, the consumer may fill in and submit the cancellation form or the statement referred to in subsection (2) on the trader’s website.</p> <p>(4) Where the consumer exercises the option in subsection (3), the trader shall communicate to the consumer without delay an acknowledgement on a durable medium of receipt of the consumer’s cancellation of the contract.</p> <p>(5) The consumer exercises the right to cancel within the cancellation period if he or she sends the communication concerning the exercise of the right to the trader before that period has expired.</p> <p>(6) In case of dispute, it is for the consumer to show that the right to cancel was exercised in accordance with this section.</p>	Right to cancel distance contracts

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S.42 of the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023 (since 09 June 2023)	<p>(1) A provider shall prepare, publish, keep updated and implement a code of practice for dealing with complaints and for settling relevant disputes.</p> <p>(2) A code of practice shall provide for the following matters:</p> <ul style="list-style-type: none">(a) first point of contact for complainants, including the channels of making complaints;(b) a means of recording complaints;(c) time-frames within which a provider shall respond to and resolve complaints;(d) procedures for resolving complaints;(e) informing the complainant that a dispute may be referred to the Commission where—<ul style="list-style-type: none">(i) the dispute has been resolved in accordance with the code of practice and the complainant is dissatisfied with the resolution, or(ii) the dispute has not been resolved and at least 10 working days have passed since the day on which the complaint was first notified to the provider;(f) cases where reimbursement of payments, payments of compensation and payments in settlement of losses incurred will be made;(g) retention of records of complaints (including copies of the complaint, any response to it, any determination in respect of the complaint and any documentation considered in the course of such determination). <p>(3) The Commission may specify requirements to be met for the purpose of ensuring compliance with subsection (1) and the manner of publication of a code of practice referred to in that subsection including, without limitation, any requirements to ensure that the code of practice and procedures for dealing with complaints and settling disputes are fair, prompt, transparent, inexpensive and non-discriminatory.</p> <p>(4) The Commission may serve a direction on a provider requiring that provider to make such alterations or additions to its code of practice as the Commission may specify in the direction.</p>	Complaints and dispute resolution

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<p>Regulation 6 of the European Union (Electronic Communications Code) Regulations 2022 (S.I.444/2022) (since 09 June 2023)</p>	<ol style="list-style-type: none"> (1) Subject to paragraph (4), any undertaking that intends to provide an electronic communications network or an electronic communications service other than a number-independent interpersonal communications service shall, before doing so, notify the Regulator of its intention to provide such a network or service. (2) <ol style="list-style-type: none"> (a) Upon receipt by the Regulator of a notification under paragraph (1), the undertaking concerned is deemed to be authorised to provide an electronic communications network or electronic communications service or, as appropriate, both, subject to such conditions as may be specified by the Regulator under Regulation 8, 9 or 10 or rights of use referred to in Regulations 28 and 80. (b) The Regulator may decide to prevent an undertaking from providing electronic communications networks or services only where this is necessary for the reasons set out in Article 52(1) TFEU. Such a decision shall be by way of direction to the undertaking concerned. Any such limitation to the freedom to provide electronic communications networks and services shall be duly reasoned and shall be notified to the European Commission. (3) The Regulator may make a determination specifying an electronic communications network or electronic communications service of a particular class or description as being a network or service in relation to which an undertaking is not subject to the requirements of paragraph (1). (4) Where the Regulator determines under paragraph (3) that an undertaking is not required to notify under paragraph (1), that undertaking is deemed to be authorised under this Regulation. (5) A notification under paragraph (1) shall be in such form as the Regulator may, from time to time, determine and shall contain the following information – <ol style="list-style-type: none"> (a) the name of the provider concerned, (b) the provider’s legal status, including in the case of a body corporate, the company form and registration number, (c) the geographical address of the provider’s main establishment in the Union, if any, and, where applicable, if different, its registered office in the State, and the geographical address of any secondary branch of the provider in a Member State, (d) the provider’s website address, where applicable, associated with the provision of electronic communications networks or services, (e) names, addresses and contact numbers of relevant contact persons, (f) a short description of the network or services intended to be provided, (g) the Member State concerned, and (h) the estimated date of commencement of the relevant activity. (6) The Regulator shall, by electronic means, forward each notification received in accordance with paragraph (1) to BEREC without undue delay. (7) An undertaking shall notify the Regulator of any changes to the information supplied under paragraph (1) in relation to the matters referred to in paragraph (5)(a) to (e) within 14 days of such change and in relation to the matters referred to in paragraph (5)(f) and (g) before the commencement of the implementation of the change related to the relevant activity. (8) An undertaking that fails to notify the Regulator in accordance with paragraph (1) or (7) commits a hybrid offence. (9) An undertaking that fails to comply with a direction under paragraph (2)(b) commits an offence and is liable on summary conviction to a class A fine. (10) A reference in any enactment to a person licensed under section 111 of the Act of 1983 is to be construed as a reference to an undertaking deemed to be authorised under these Regulations. 	<p>General authorisation of electronic communications networks and services</p>

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<p>Regulation 87 of the European Union (Electronic Communications Code) Regulations 2022 (S.I. 444/2022) (since 09 June 2023)</p>	<p>(1) Before a consumer is bound by a contract or any corresponding offer, a provider of publicly available electronic communications services, other than transmission services used for the provision of machine-to-machine services, shall provide the consumer with the information referred to in Regulation 5, 7 or 10 of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013) as the case may be, and, in addition the information listed in Schedule 7, to the extent that the information relates to a service the provider provides.</p> <p>(2) The information referred to in paragraph (1) shall be provided in a clear and comprehensible manner on a durable medium or, where provision on a durable medium is not feasible, in an easily downloadable document made available by the provider. The provider shall expressly draw the consumer’s attention to the availability of that document and the importance of downloading it for the purposes of documentation, future reference and unchanged reproduction.</p> <p>(3) Providers of publicly available electronic communications services other than transmission services used for the provision of machine-to-machine services shall provide consumers with a concise and easily readable contract summary. That summary shall identify the main elements of the information requirements in accordance with paragraph (1), which shall include at least:</p> <ul style="list-style-type: none"> (a) the name, address and contact information of the provider and, if different, the contact information for any complaint; (b) the main characteristics of each service provided; (c) the respective prices for activating the electronic communications service and for any recurring or consumption-related charges, where the service is provided for direct monetary payment; (d) the duration of the contract and the conditions for its renewal and termination; (e) the extent to which the products and services are designed for end-users with disabilities; and (f) with respect to internet access services, a summary of the information required pursuant to points (d) and (e) of Article 4(1) of Regulation (EU) 2015/2120. <p>(4) Providers subject to the obligations under paragraph (1) shall duly complete the contract summary template with the required information and provide the contract summary template free of charge to consumers, prior to the conclusion of the contract, including distance contracts. Where, for objective technical reasons, it is impossible to provide the contract summary at that moment, it shall be provided without undue delay thereafter, and the contract shall become effective when the consumer has confirmed his or her agreement after reception of the contract summary. Schedule 7, Section A of the European Union (Electronic Communications Code)</p>	<p>Contract information requirements</p>

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<p>Schedule 7 of the European Union (Electronic Communications Code) Regulations 2022 (S.I.444/2022) (since 09 June 2023)</p>	<p>Providers of publicly available electronic communications services other than transmission services used for the provision of machine-to-machine services shall provide the following information:</p> <ol style="list-style-type: none"> (1) as part of the main characteristics of each service provided, any minimum levels of quality of service to the extent that those are offered and, for services other than internet access services, the specific quality parameters assured. <p>Where no minimum levels of quality of service are offered, a statement to this effect shall be made;</p> (2) as part of the information on price, where and to the extent applicable, the respective prices for activating the electronic communications service and for any recurring or consumption-related charges; (3) as part of the information on the duration of the contract and the conditions for renewal and termination of the contract, including possible termination fees, to the extent that such conditions apply: <ol style="list-style-type: none"> (i) any minimum use or duration required to benefit from promotional terms; (ii) any charges related to switching and compensation and refund arrangements for delay or abuse of switching, as well as information about the respective procedures; (iii) information on the right of consumers using pre-paid services to a refund, upon request, of any remaining credit in the event of switching, as set out in Regulations 90(8) to (11); (iv) any fees due on early termination of the contract, including information on unlocking the terminal equipment and any cost recovery with respect to terminal equipment; (4) any compensation and refund arrangements, including, where applicable, explicit reference to rights of consumers, which apply if contracted levels of quality of service are not met or if the provider responds inadequately to a security incident, threat or vulnerability; (5) the type of action that might be taken by the provider in reaction to security incidents or threats or vulnerabilities. <p>B. Information requirements for providers of internet access services and publicly available interpersonal communications services</p> <p>I. In addition to the requirements set out in Part A, providers of internet access services and publicly available interpersona communications services shall provide the following information:</p> <ol style="list-style-type: none"> (1) as part of the main characteristics of each service provided: <ol style="list-style-type: none"> (i) any minimum levels of quality of service to the extent that these are offered, and taking utmost account of the BEREC guidelines adopted in accordance with Article 104(2) regarding: <ul style="list-style-type: none"> – for internet access services: at least latency, jitter, packet loss, – for publicly available interpersonal communications services, where they exert control over at least some elements of the network or have a service level agreement to that effect with undertakings providing access to the network: at least the time for the initial connection, failure probability, call signalling delays in accordance with Schedule 9; and (ii) without prejudice to the right of end-users to use terminal equipment of their choice in accordance with Article 3(1) of Regulation (EU) 2015/2120, any conditions, including fees, imposed by the provider on the use of terminal equipment supplied; (2) as part of the information on price, where and to the extent applicable, the respective prices for activating the electronic communications service and for any recurring or consumption-related charges: 	<p>Contract information requirements</p>

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	<ul style="list-style-type: none"> (i) details of specific tariff plan or plans under the contract and, for each such tariff plan the types of services offered, including where applicable, the volumes of communications (such as MB, minutes, messages) included per billing period, and the price for additional communication units; (ii) in the case of tariff plan or plans with a pre-set volume of communications, the possibility for consumers to defer any unused volume from the preceding billing period to the following billing period, where this option is included in the contract; (iii) facilities to safeguard bill transparency and monitor the level of consumption; (iv) tariff information regarding any numbers or services subject to particular pricing conditions; with respect to individual categories of services, the Regulator may require in addition such information to be provided immediately prior to connecting the call or to connecting to the provider of the service; (v) for bundled services and bundles including both services and terminal equipment the price of the individual elements of the bundle to the extent they are also marketed separately; (vi) details and conditions, including fees, of any after-sales service, maintenance, and customer assistance; and (vii) the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained; <p>(3) as part of the information on the duration of the contract for bundled services and the conditions for renewal and termination of the contract, where applicable, the conditions of termination of the bundle or of elements thereof;</p> <p>(4) without prejudice to Article 13 of the Regulation (EU) 2016/6794, information on what personal data shall be provided before the performance of the service or collected in the context of the provision of the service;</p> <p>(5) details on products and services designed for end-users with disabilities and how updates on this information can be obtained;</p> <p>(6) the means of initiating procedures for the resolution of disputes including national and cross-border disputes in accordance with Article 25.</p> <p>II. In addition to the requirements set out in Part A and under Point I, providers of publicly available number-based interpersonal communications services shall also provide the following information:</p> <ul style="list-style-type: none"> (1) any constraints on access to emergency services or caller location information due to a lack of technical feasibility insofar as the service allows end-users to originate calls to a number in a national or international numbering plan; (2) the end-user’s right to determine whether to include his or her personal data in a directory, and the types of data concerned, in accordance with Regulation 12 of the Privacy and Electronic Communications Regulations; <p>(3) III. In addition to the requirements set out in Part A and under Point I, providers of internet access services shall also provide the information required pursuant to Article 4(1) of Regulation (EU) 2015/2120.</p>	

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Regulation 89 of the European Union (Electronic Communications Code) Regulations 2022 (S.I. 444/2022) (since 09 June 2023)	<p>(7) A provider of publicly available electronic communications services other than number-independent interpersonal communications services, shall, not less than one month prior to the date of implementation of any change in the contractual conditions that is proposed by that provider, notify end-users in a clear and comprehensible manner on a durable medium, of –</p> <p>(a) the proposed change in the conditions of the contract for the service, and</p> <p>(b) where applicable, their right to terminate their contract without incurring any further cost if they do not accept the change.</p> <p>(8) (a) The Regulator may specify requirements to be complied with by providers of the services referred to in paragraph (7), in order to ensure compliance with that paragraph. A provider who fails to comply with such a requirement commits an offence and is liable on summary conviction to a class A fine.</p> <p>(b) A provider who fails to notify an end-user of proposed changes under paragraph (7)(a) or the right to terminate under paragraph (7)(b) commits a hybrid offence.</p> <p>(9) Subject to paragraph (10) and in accordance with paragraph (12), an end- user has the right to terminate their contract with a provider referred to in paragraph (7) during the termination period without incurring further cost if they do not accept a proposed change referred to in paragraph (7).</p> <p>(10) A proposed change in the conditions of a contract shall not entitle an end- user to terminate the contract in accordance with paragraph (9) where the change is –</p> <p>(a) exclusively to the benefit of the end-user,</p> <p>(b) is of a purely administrative nature and has no negative effect on the end- user, or</p> <p>(c) is directly imposed by law.</p> <p>(11) Whether a contract change is exclusively to the benefit of the end-user shall be assessed by the Regulator on the basis of objective criteria and the Regulator may require a provider, where it proposes to exclude or has excluded the right of an end-user to terminate a contract on the basis of the exclusions referred to in paragraph (10), to justify such an exclusion.</p> <p>(12) Where, in accordance with paragraph (7), a provider notifies an end-user of a proposed change to its contractual conditions in excess of one month prior to the date of implementation of the proposed contract change, the end-user shall be entitled to terminate the contract without incurring any further costs during the termination period, being –</p> <p>(a) the period commencing on the date of notification of the proposed contract change and concluding on the date</p> <p>(b) immediately prior to the date of implementation of the proposed contract change, or</p> <p>(c) the period commencing four months prior to the date of implementation of a notified proposed contract change</p> <p>(d) and concluding on the date immediately prior to the date of implementation of the proposed contract change,</p> <p>(e) whichever is the shorter period, or where they are of the same duration, that period.</p>	Contract duration and termination

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Regulation 90(11) of the European Union (Electronic Communications Code) Regulations 2022 (S.I. 444/2022) (since 09 June 2023)	Transferring providers shall refund, upon request, any remaining credit to a consumer using pre-paid services. Such refunds may be subject to a fee only if provided for in the consumer’s contract. Any such fee shall be proportionate and commensurate with the actual costs incurred by the transferring provider in offering the refund.	Refund rules
Regulation 89 of the European Union (Electronic Communications Code) Regulations 2022 (S.I. No. 444/2022)	<p>(5) (a) In this Regulation a reference to the prolongation of a fixed duration contract is a reference to a contract that following the expiry of a fixed term automatically continues on the same terms and conditions and irrespective of the term of the prolongation.</p> <p>(b) Where a contract or law provides for automatic prolongation of a fixed duration contract for electronic communications services other than number-independent interpersonal communications services and other than transmission services used for the provision of machine-to-machine services, after such prolongation, end-users shall be entitled to terminate the contract at any time with a maximum one-month notice period, or such shorter notice period as may be specified by the Regulator, and without incurring any costs except the charges for receiving the service during the notice period.</p> <p>(c) A provider of services to which subparagraph (b) applies shall not prevent an end-user from terminating their contract in accordance with that subparagraph. A provider who so prevents an end-user commits a hybrid offence.</p> <p>(7) A provider of publicly available electronic communications services other than number-independent interpersonal communications services, shall, not less than one month prior to the date of implementation of any change in the contractual conditions that is proposed by that provider, notify end-users in a clear and comprehensible manner on a durable medium, of –</p> <p>(a) the proposed change in the conditions of the contract for the service, and</p> <p>(b) where applicable, their right to terminate their contract without incurring any further cost if they do not accept the change.</p> <p>(8) (a) The Regulator may specify requirements to be complied with by providers of the services referred to in paragraph (7), in order to ensure compliance with that paragraph. A provider who fails to comply with such a requirement commits an offence and is liable on summary conviction to a class A fine.</p> <p>(b) A provider who fails to notify an end-user of proposed changes under paragraph (7)(a) or the right to terminate under paragraph (7)(b) commits a hybrid offence.</p> <p>(9) Subject to paragraph (10) and in accordance with paragraph (12), an end-user has the right to terminate their contract with a provider referred to in paragraph (7) during the termination period without incurring further cost if they do not accept a proposed change referred to in paragraph (7).</p> <p>(10) A proposed change in the conditions of a contract shall not entitle an end-user to terminate the contract in accordance with paragraph (9) where the change is –</p> <p>(a) exclusively to the benefit of the end-user,</p> <p>(b) is of a purely administrative nature and has no negative effect on the end-user, or</p> <p>(c) is directly imposed by law.</p>	Contract prolongation and termination

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	<p>(11) Whether a contract change is exclusively to the benefit of the end-user shall be assessed by the Regulator on the basis of objective criteria and the Regulator may require a provider, where it proposes to exclude or has excluded the right of an end-user to terminate a contract on the basis of the exclusions referred to in paragraph (10), to justify such an exclusion.</p> <p>(12) Where, in accordance with paragraph (7), a provider notifies an end-user of a proposed change to its contractual conditions in excess of one month prior to the date of implementation of the proposed contract change, the end-user shall be entitled to terminate the contract without incurring any further costs during the termination period, being –</p> <ul style="list-style-type: none"> (a) the period commencing on the date of notification of the proposed contract change and concluding on the date immediately prior to the date of implementation of the proposed contract change, or (a) the period commencing four months prior to the date of implementation of a notified proposed contract change and concluding on the date immediately prior to the date of implementation of the proposed contract change, whichever is the shorter period, or where they are of the same duration, that period. 	
<p>Article 1 of Regulation (EU) 2022/612 of the European Parliament and of the Council of 6 April 2022 on roaming on public mobile communications networks within the Union (since 01 July 2022).</p>	<p>1. [...] This Regulation sets out the conditions for wholesale access to public mobile communications networks for the purpose of providing regulated roaming services. It applies both to charges levies by network operators at wholesale level and to charges levied by roaming providers at retail level.</p>	<p>Conditions for wholesale access to public mobile networks (roaming)</p>
<p>Article 9 of Regulation (EU) 2022/612 of the European Parliament and of the Council of 6 April 2022 on roaming on public mobile communications networks within the Union (since 01 July 2022).</p>	<p>1. The average wholesale charge that the visited network operator may levy on the e roaming provider for the provision of a regulated roaming call originating on the visited network, inclusive, inter alia, of origination, transit and termination costs, shall not exceed a safeguard limit of EUR 0,022 per minute. That maximum wholesale charge shall decrease to EUR 0,019 per minute on 1 January 2025 and shall, without prejudice to Article 21, remain at EUR 0,019 per minute until 30 June 2032.</p>	<p>Wholesale charge rules (roaming calls)</p>
<p>Article 10 of Regulation (EU) 2022/612 of the European Parliament and of the Council of 6 April 2022 on roaming on public mobile communications networks within the Union (since 01 July 2022).</p>	<p>1. The average wholesale charge that the visited network operator may levy on the roaming provider for the provision of a regulated roaming SMS message originating on the visited network shall not exceed a safeguard limit of EUR 0,004 per SMS message. That maximum wholesale charge shall decrease to EUR 0,003 per SMS message on 1 January 2025, and shall, without prejudice to Article 21, remain at EUR 0,003 until 30 June 2032.</p>	<p>Wholesale charge rules (roaming)</p>



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Legislation	Provision	Subject Matter
<p>Article 11 of Regulation (EU) 2022/612 of the European Parliament and of the Council of 6 April 2022 on roaming on public mobile communications networks within the Union (since 01 July 2022)</p>	<p>1. The average wholesale charge that the visited network operator may levy on the roaming provider for the provision of regulated data roaming services by means of the visited network shall not exceed a safeguard limit of EUR 2,00 per gigabyte of data transmitted. That maximum wholesale charge shall decrease to EUR 1,80 per gigabyte of data transmitted on 1 January 2023, to EUR 1,55 per gigabyte on 1 January 2024, to EUR 1,30 per gigabyte on 1 January 2025, to EUR 1,10 per gigabyte on 1 January 2026 and to EUR 1,00 per gigabyte by 1 January 2027, after which, without prejudice to Article 21, it shall remain at EUR 1,00 per gigabyte of data transmitted until 30 June 2032.</p>	<p>Wholesale charge rules (data roaming services)</p>
<p>Article 4 of Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015 laying down measures concerning open internet access and amending Directive 2002/22/EC on universal service and users' rights relating to electronic communications networks and services and Regulation (EU) No 531/2012 on roaming on public mobile communications networks within the Union</p>	<p>1. Providers of internet access services shall ensure that any contract which includes internet access services specifies at least the following:</p> <ul style="list-style-type: none"> (a) information on how traffic management measures applied by that provider could impact on the quality of the internet access services, on the privacy of end-users and on the protection of their personal data; (b) a clear and comprehensible explanation as to how any volume limitation, speed and other quality of service parameters may in practice have an impact on internet access services, and in particular on the use of content, applications and services; (c) a clear and comprehensible explanation of how any services referred to in Article 3(5) to which the end-user subscribes might in practice have an impact on the internet access services provided to that end-user; (d) a clear and comprehensible explanation of the minimum, normally available, maximum and advertised download and upload speed of the internet access services in the case of fixed networks, or of the estimated maximum and advertised download and upload speed of the internet access services in the case of mobile networks, and how significant deviations from the respective advertised download and upload speeds could impact the exercise of the end-users' rights laid down in Article 3(1); (e) a clear and comprehensible explanation of the remedies available to the consumer in accordance with national law in the event of any continuous or regularly recurring discrepancy between the actual performance of the internet access service regarding speed or other quality of service parameters and the performance indicated in accordance with points (a) to (d) <p>Providers of internet access services shall publish the information referred to in the first subparagraph.</p> <p>2. Providers of internet access services shall put in place transparent, simple and efficient procedures to address complaints of end-users relating to the rights and obligations laid down in Article 3 and paragraph 1 of this Article.</p> <p>3. The requirements laid down in paragraphs 1 and 2 are in addition to those provided for in Directive 2002/22/EC and shall not prevent Member States from maintaining or introducing additional monitoring, information and transparency requirements, including those concerning the content, form and manner of the information to be published.</p> <p>Those requirements shall comply with this Regulation and the relevant provisions of Directives 2002/21/EC and 2002/22/EC.</p> <p>4. Any significant discrepancy, continuous or regularly recurring, between the actual performance of the internet access service regarding speed or other quality of service parameters and the performance indicated by the provider of internet access services in accordance with points (a) to (d) of paragraph 1 shall, where the relevant facts are established by a monitoring mechanism certified by the national regulatory authority, be deemed to constitute nonconformity of performance for the purposes of triggering the remedies available to the consumer in accordance with national law.</p> <p>This paragraph shall apply only to contracts concluded or renewed from 29 November 2015.</p>	<p>Internet access service contract rules – information requirements regarding service interruption</p>



Section 3

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ComReg Decisions

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Section 3: ComReg Decisions

Decision	Paragraphs
ComReg Decision D13/12 – Contract Change Notifications	<p>3.1 Minimum Information</p> <p>3.1.1 All undertakings shall ensure that notifications to subscribers of proposed modifications to contractual conditions pursuant to Regulation 14 (4) of the Regulations contain at a minimum, the following information (“the minimum information”) in this order:</p> <ul style="list-style-type: none">(i) The heading: “CONTRACT CHANGE” (to be in uppercase) at the beginning of the notification.(ii) Summary details of the proposed modifications to contractual conditions.(iii) Details of how full information of the proposed modifications to contractual conditions can be obtained, if required.(iv) A clear and unambiguous statement of the consumer’s right to withdraw from their contract.(v) The effective date of the proposed modifications to contractual conditions which shall be given to subscribers no less than one month before the effective date of the proposed modifications to contractual conditions. <p>3.1.2 Hyperlinks or website addresses to online full information about the proposed modifications to contractual conditions shall link directly to the full information.</p> <p>3.1.3 The minimum information shall always be presented transparently, clearly, prominently, and in an easily legible font style and size.</p> <p>3.1.4 The minimum information shall always be presented in isolation from other information ordinarily provided to the subscriber (including Direct Marketing information), as relevant, so as to give it prominence and so as to avoid any confusion on the subscriber’s part.</p> <p>3.2 Full Information</p> <p>3.2.1 Information about the proposed modifications to contractual conditions shall include the following information (“full information”), if required:</p> <ul style="list-style-type: none">(i) Full details of the proposed modifications to contractual conditions(ii) A clear statement that the subscriber can exercise their statutory right to withdraw from their contract with their undertaking should they so wish and a clear explanation of how they can do so without delay, through a simple procedure.(iii) The date by which the subscriber can withdraw, without penalty, from their contract. <p>3.2.2 The full information shall always be unambiguous, accurate and presented clearly to ensure that the subscriber can easily understand what changes are being made.</p> <p>3.3 SMS Notifications Where undertakings notify their subscribers of proposed modifications to contractual conditions via short messaging service (“SMS”), the minimum information shall be presented in the main text (160 characters) of the SMS and may also be provided by a second or further consecutive or linked SMS(s), if required.</p> <p>3.4 Print Notifications</p> <p>3.4.1 Where undertakings notify their subscribers of proposed modifications to contractual conditions in print, the minimum information shall be written in a font size of at least 9 point.</p> <p>3.4.2 The heading “Contract Change” shall be in a different font to the other text and shall be written in a font size of at least 11 point.</p> <p>3.5 Notifications by telephone/meeting Where undertakings notify their subscribers of proposed modifications to contractual conditions by telephone, the date, time, agent’s full name and details of the call must be recorded on the customer’s account.</p> <p>3.6 Direct Marketing Undertakings may send direct marketing messages; separate to, but at the same time as the contract change notification in accordance with Data Protection Regulations.</p>



Section 3: ComReg Decisions

Decision

ComReg Decision D04/17 –
Electronic Communications
Complaints Handling Code of
Practice

Paragraphs

4.1 First point of contact for Complainants

4.1.1 Undertakings shall ensure that their Code of Practice contains details of all first points of contact offered to end-users and the following minimum information shall be included through which end-users can make contact:

- (i) A Freephone (1800) number or a 19XX Customer Support Short Code number or a geographic or mobile telephone number or a number that is free to all end- users and
- (ii) An electronic means of contact and
- (iii) An address (excluding an address for an electronic means of contact);Page 35 of 36

4.1.2 While a complaint is being made, an undertaking shall not transfer a complainant, to any form of information technology support line or other service if the transfer results in the complainant incurring a premium rate or higher call cost rate than the standard rate of calling a geographic or mobile telephone number involved in making a complaint.

4.2 A means of recording complaints

4.2.1 Undertakings shall ensure that all complaints are recorded and tracked regardless of contact medium.

4.2.2 Undertakings shall specify in their code of practice how they record and track complaints and provide details of how a unique reference number is used in their complaint tracking process.

4.2.3 Undertakings shall ensure the minimum information recorded in relation to a complaint includes:

- (i) The complainant’s name, account number and contact details including a phone number;
- (ii) The date the complaint was raised by the end-user and dates of all communication throughout the life cycle of the complaint to final closure;
- (iii) A copy of the written complaint or notes made from the voice / online communications with the complainant relating to the complaint;
- (iv) All communications with the complainant including details of the response to the complaint, final resolution and any determination in respect of the complaint with associated documentation;

4.3 Response timeframes and Resolution Procedures

4.3.1 Undertakings shall inform End-Users of the code of practice at the first point of contact on making a complaint.

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Section 3: ComReg Decisions

Decision	Paragraphs
	<p>An undertaking shall ensure that:</p> <ul style="list-style-type: none">(i) The Complaints Acknowledgement is provided to the end-user (including the communication of the unique identifier to be used in respect to complaints and an internet/world wide web link to their code of practice) within a maximum timeframe of two Working Days;(ii) The Complaints Response is provided to the end-user within a maximum timeframe of 10 Working Days;(iii) The Proposed Complaints Resolution responds to all aspects of the complaint raised;(iv) Where a Complaint remains unresolved after 10 Working days the escalations team must communicate to the end-user an email address to progress the complaint in addition to any other forms of contact. <p>4.4 Refunds and reimbursements</p> <p>4.4.1 Undertakings shall specify in their code of practice the mechanism whereby end-users can avail of refunds.</p> <p>4.5 Manner of publication</p> <p>4.5.1 Undertakings shall ensure that a direct link to the code of practice is clearly displayed on the Home page of the corporate website, and web pages established by the Undertakings for dealing directly with end-user complaints including web pages established by third parties where possible.</p> <p>4.5.2 Undertakings shall ensure that the code of practice is returned or displayed to end-users using search terms which include ‘code of practice’, ‘complaint’, ‘how to make a complaint’ or ‘how to complain’, using the search facility of its corporate website and any web pages created for dealing directly with end-user complaints.</p> <p>4.5.3 Undertakings shall ensure that details of an internet/web link to the code of practice is included in the Complaint Acknowledgement; and on receipt of a request from an end-user, undertakings shall without undue delay, provide a copy of the code of practice to the end-user in a format accessible to that end- user.</p>

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Section 3: ComReg Decisions

Decision	Paragraphs
ComReg Decision D08/25 – Implementing a Customer Charter	<p>4. Preparation and Publication of a Customer Charter</p> <p>4.1 A Relevant Service Provider shall prepare a Customer Charter in accordance with:</p> <ul style="list-style-type: none">(i) The customer charter template set out in Schedule 1, and(ii) The requirements specified in Schedules 2 and 3 including the form, content and order of the information set out therein. <p>4.2 Relevant Service Providers shall publish a Customer Charter, on or before the first Working Day of the Calendar Quarter following the Calendar Quarter in which it first becomes a Relevant Service Provider.</p> <p>4.3 Without prejudice to Section 4.2 the earliest date that Relevant Service Providers must publish a Customer Charter is 5 January 2026.</p> <p>4.4 A Relevant Service Provider shall ensure that:</p> <ul style="list-style-type: none">(i) a Customer Charter includes information as required by Schedule 2 for a Relevant Customer,(ii) its Customer Charter is published on its website and:<ul style="list-style-type: none">(a) There is a direct link to / from the home page of the corporate website to the Customer Charter,(b) A description of the Customer Charter is displayed clearly and prominently on the webpage,(c) There is a link on the webpage that directly accesses the Customer Charter document. After the publication of the initial Customer Charter, a Relevant Service Provider may update its Customer Charter, but any update shall only be published, and shall only become effective, on the first Working Day of a Calendar Quarter. The requirements of sections 5.1 and 5.3 shall apply to any updated Customer Charter. <p>A copy of the initial Customer Charter that it intends to publish in accordance with Section 4 is sent to ComReg in its final form, on or before the date of its publication, at the following email address: customercharter@comreg.ie</p> <p>5. Notifying Relevant Customers About a Customer Charter</p> <p>5.1 A Relevant Service Provider shall ensure a Relevant Customer is made aware of the existence of its Customer Charter and how a copy of its Customer Charter can be obtained.</p> <p>5.2 A Relevant Service Provider shall provide a copy of its Customer Charter in a Durable Medium to a Relevant Customer on request, within 5 Working Days of the receipt of the request.</p> <p>5.3 A Relevant Service Provider shall ensure that its Customer Charter is accessible for End-Users with disabilities and, on request, it shall provide a Charter in an alternative accessible format. Without prejudice to this obligation, a Relevant Service Provider is not required to provide a specific alternative accessible format requested by an End-User with a disability if it can establish that it would be unreasonable in all of the circumstances to have to comply with that specific request</p>



Section 3: ComReg Decisions

Decision	Paragraphs
ComReg Decision 24/22a – End-user Dispute Resolution Procedures	<p>Accepting a valid application for Dispute Resolution</p> <p>28. If the application is not accepted, the end-user will be contacted and will be provided with a reasoned explanation of the grounds for the non-acceptance of the application.</p> <p>29. Both the end-user and the provider will be formally advised at the same time that the dispute has been accepted. This date will be known as the ‘Date of Acceptance’.</p> <p>30. On the Date of Acceptance, the end-user will be advised of the acceptance of the referral of the dispute. They will be advised of the next steps in the process and that their dispute, including a copy of the details submitted in their application, is being sent to the provider for a response. The end-user will also be provided with the mandatory information under Section 48(2) of the 2023 Act.</p> <p>31. On the Date of Acceptance, the provider will be formally advised of receipt of the dispute, and of the name of the end-user and the dispute reference number.</p> <p>32. Within 5-working days of the Date of Acceptance, the provider will be provided with an electronic copy of the details submitted in the application by the end-user, including any supporting documentation and will be given 10-working days to provide a written detailed response to ComReg.</p> <p>33. Where ComReg receives an application from a provider to extend the time for it to provide a response, and ComReg is of the opinion that good grounds exist for the extension, ComReg may extend the time for up to 10-working days. This would be a matter for ComReg to consider on a case by case basis.</p> <p>34. If ComReg requires any further information from the provider ComReg will notify it in writing and the provider will have up to 10-working days to submit further information and comments.</p> <p>34.1. If the provider does not provide a response to ComReg, it will be contacted and advised that unless they respond within 5-working days, ComReg will proceed to propose a resolution based entirely on the information provided by the end-user and any response by the provider to date.</p> <p>35. Following receipt of the provider’s response, more information may be requested from the end-user, if deemed necessary.</p> <p>35.1 If this is the case, the end-user will be notified in writing and will have up to 10-working days to submit further information and comments.</p> <p>35.2. If the end-user does not respond to ComReg or fails to provide any information requested, it will be assumed that the end-user does not want to proceed with the dispute.</p> <p>35.3. In this event, the end-user will be contacted and advised that unless they respond within 5-working days, the dispute will be closed.</p> <p>35.4. If the end-user does not respond within 5-working days, the dispute will be closed and both parties will be notified within 2-working days of the closure of the dispute.</p> <p>36. The end-user can withdraw from the formal dispute resolution process at any stage up to the time at which ComReg proposes a resolution to the dispute, by notifying ComReg in writing.</p> <p>36.1. Upon receipt of notification of withdrawal of an end-user, ComReg will inform the provider within 2-working days and will close the dispute.</p> <p>36.2. Once an end-user withdraws from a dispute and the dispute is closed, their fee will be forfeited and they will not be able to re-open the dispute.</p> <p>36.3. However, this does not preclude an end-user from submitting a fresh application for the same dispute or from submitting an application for another dispute at any time.</p> <p>37. At any time, up to the issuance of the proposed resolution, the provider is free to contact the end-user to resolve the dispute directly.</p> <p>37.1. If agreement is reached, the provider must notify ComReg within 2 working days of the dispute being resolved, and evidence that the end-user has accepted the resolution in writing.</p>

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Section 4

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ComReg Enforcement Actions

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Section 4: ComReg Enforcement Actions

No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
1	VIRIGN MEDIA	20/37	2020	Link	<p>On <u>18 December 2019</u>, ComReg issued an ‘Opinion of Non-Compliance’ to Virgin Media in respect of obligations under Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015 (the “Open Internet Access Regulation”).</p> <p>The notification related to a failure by Virgin Media to comply with Article 4(1)(d) of the Open Internet Access Regulation, which required Virgin Media to specify particular information relating to its internet access service in its customer contracts.</p> <p>ComReg found that Virgin Media was non-compliant with the Article 4(1)(d) of the Open Internet Access Regulation during the period 9 July 2019 to 30 January 2020. Virgin Media responded to ComReg, outlining certain remedial measures and other commitments it would make to remedy the non-compliance. ComReg, and after considering its response, closed the investigation.</p>
2	VIRGIN MEDIA	20/12	2018 - 2020	Link	<p>On <u>22 June 2018</u>, Virgin Media agreed to refunds and other consumer measures following a ‘Notification of Non-Compliance’ which found that Virgin Media had failed to comply with Regulations 14(1) and 14(2)(d) of the Universal Service Regulations (transparency and accessibility of the contractual provisions relating to prices and tariffs, the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained, payment methods offered and any differences in costs due to payment method).</p> <p>The investigation itself related to Virgin Media applying certain extra charges (such as a late payment fee and an unpaid direct debit fee) which were presented and charged by Virgin Media to some of its customers.</p> <p>On the 27 February 2020, ComReg entered into a settlement agreement with the provider. As part of this agreement, Virgin Media refunded the sum of €421,200 to 24,000 customers who were charged these extra fees during the period from 1 September 2016 - 27 October 2017. These customer refunds were all completed by 1 September 2020 and ComReg published a public update on same.</p>

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No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
3.	VIRGIN MEDIA	20/07	2020	Link	<p>On 23 January 2020, ComReg issued a notification of a 'Finding of Non-Compliance' to Virgin Media with respect to provisions of the Universal Service Regulations.</p> <p>The non-compliance concerned numerous Contract Change Notifications issued by Virgin to its customers in 2017, 2018 and 2019 which failed to comply with Regulations 14(4) and (6) of the Universal Service Regulations and ComReg Decision D13/12. Virgin Media customers were required to give 30 days' notice if they did not accept the proposed changes to the contract, but Virgin Media did not provide the actual date by which the customer could withdraw from their contract without penalty.</p> <p>The remedies that Virgin Media proposed to bring in were as follows:</p> <ul style="list-style-type: none"> no longer purport to impose a 30 day notice period in Contract Change Notifications; allow a customer to withdraw from their contract with ease meaning that a customer can get through in a telephone call to an agent for the purposes of cancelling their contract without experiencing any unreasonable delay and without the requirement to engage in any sales efforts from the agent; implement measures to ensure that future contract change notifications make it clear that the customer can withdraw from the contract, if they wish, up until the effective date. <p>ComReg later issued a notification of an 'Opinion of Non-Compliance' that Virgin was non-compliant with the relevant provisions of the Universal Service Regulations and ComReg Decision D13/12. However, having taken account of Virgin Media's response and its remedial actions to address the issues raised in the notification, ComReg took no further action in respect of this matter.</p>
4.	VIRGIN MEDIA	25/24	2025	Link	<p>On 6 September 2022, ComReg applied to the High Court seeking a declaration that Virgin Media had not complied with Regulation 25(6)(b) of the Universal Service Regulations, as well seeking subsequent orders directing Virgin Media to comply with said obligations. The case in this matter was heard in the High Court on 11,12,13 and 17 October 2023.</p> <p>On 21 March 2025, the High Court issued an Order declaring that Virgin Media had not complied with its Regulation 25(6)(b) obligations for its improper procedures for contract termination for customers who wish to change service provider.</p> <p>Following from this, the High Court ordered Virgin Media to comply with its obligations as follows:</p> <ul style="list-style-type: none"> Removing all instructions and statements to the effect that agents are required, encouraged or expected to engage in save activity where it is not welcomed by the customer or where it is clear the customer is intent on cancelling Including clear instructions to agents to give effect to a customer's wish to cancel as soon as the customer makes their intention clear. Making clear that no financial incentive for successful save activity is payable by the Respondent to its agents where save activity is engaged in contrary to the above instructions. <p>Virgin Media were also required to retrain all its agents on how to appropriately handle cancellation requests and to retrain all its agents to ensure compliance with the above orders within a period of 8 weeks.</p>



Section 4: ComReg Enforcement Actions

No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
5	THREE	23/64	2023	Link	<p>On 25 May 2023, 48 (operated by Three) issued a contract change notification to customers announcing, in relevant part, that “[f]rom 5th July 2023 we are changing our overall membership and add-on renewal cycle. Instead of charging on a monthly basis, this will be done every 4 weeks.” As 48 had promised to provide its customers with a price “for life” or “forever” but later increased the frequency at which customers would be required to pay, ComReg was concerned that 48 would be changing the manner in which the price was calculated and consequently the price itself.</p> <p>By departing from its commitments in promotional material, ComReg had reason to believe that 48 would not be compliant with its obligations under the Communications Regulation (Amendment) Act 2007 (the “2007 Act”) in respect of unfair or misleading commercial practices had it proceeded with the proposed contract change. An unfair or misleading commercial practice is a ‘prohibited act or practice’ under the 2007 Act.</p> <p>48 subsequently made commitments that, in respect of services offered on terms expressed to be ‘for life’ or ‘forever’, it would not proceed with its original contract change to shorten the length of the billing cycle and that it would comply with sections 41, 42, 43, and 46 of the 2007 Act.</p>
6	THREE	22/95	2022	Link	<p>On 27 October 2022, ComReg issued a notification of a ‘Finding of Non-Compliance’ against Three regarding Premium Rate Services (“PRS”).</p> <p>The notification related to the provisions of Section 3.2 under the ‘Premium Rate Services Code of Practice’ (the “PRS Code of Practice”) pursuant to Section 9(1) of the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act, 2010. Three failed to make all reasonable endeavours to ensure that PRS provided by them was of a sufficient technical quality so as not to cause end-user harm and to ensure compliance with the requirements of Section 3.2 the Code.</p> <p>Three subsequently confirmed to ComReg that it has applied credits to 25,500 customers who were charged in excess of the actual cost of the PRS SMS, with the total credits amounting to c. <u>€140,600</u>. Three also confirmed that it had implemented additional measures to remedy the non-compliance.</p> <p>ComReg had previously investigated Three in 2021 in relation to its obligations under the PRS charges, with Three required to refund customers very large sums of money.</p>

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Section 4: ComReg Enforcement Actions

No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
7	THREE	22/74	2022	Link	<p>On <u>25 August 2022</u>, ComReg issued a notification of a ‘Finding of Non- Compliance’ to Three with respect to provisions of the Universal Service Regulations. The notification related to a failure by Three Ireland to comply with Regulations 14(1) and 14(2)(d) of the Universal Service Regulations as the contract provided to its customers did not specify the details of prices and tariffs in an easily comprehensible form.</p> <p>Three Ireland responded to the notification on and proposed specific remedial measures to ensure the pricing and tariff information are accessible to their customers from both the customer’s contract and Three Ireland’s pricing webpage. Three Ireland subsequently confirmed in correspondence to ComReg that it had completed the agreed remedial measures. On <u>7 February 2024</u>, ComReg confirmed that the investigation into Three’s non-compliance with Article 14(1) and 14(2)(d) of the Universal Service Regulations was now closed. ComReg will continue to monitor Three’s compliance with the relevant obligations and reserves the right to take any action that it considers necessary to exercise its statutory functions.</p>
8	THREE	22/30	2022	Link	<p>On 28 April 2022, Three issued €334,970 in refunds to customers and paid ComReg €30,000 pursuant to Section 44(1) of the Communications Regulation Act 2002 (the “CRA”) (in lieu of prosecution) for overcharging customers while roaming.</p> <p>This followed a ComReg investigation that found Three had overcharged customers when roaming contrary to Section 45(1)(a) of the CRA. ComReg found that Three overcharged 29,000 customers over the period of July 2019 until December 2021.</p> <p>The overcharging affected customers that called a local number while roaming and did not use the international prefix ‘+00’ when dialling the local number. In these cases, Three incorrectly charged the customer for calling a country with a code similar to the first three digits of the local number, rather than correctly charging the customer the cost of a local call. Three has paid ComReg €30,000 in full for the 20 Notices pertaining to the breach and confirmed with ComReg that the billing issue has been fixed since January 2022.</p>

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Section 4: ComReg Enforcement Actions

No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
9.	THREE	22/23	2022	Link	<p>On 24 March 2022, ComReg issued a notification of a ‘Finding of Non-Compliance’ to Three who subsequently refunded over <u>€2.6 million</u> of ‘Post Cancellation Charges’ and other retained credits to customers. Rather than proactively refunding customers ‘Post Cancellation Charges’, Three kept them as credits on inactive accounts and only issued a refund if a customer requested a refund, contrary to Section 45 of the CRA.</p> <p>Three has also identified that customers had other types of credits, unrelated to ‘Post Cancellation Charges’, on their inactive accounts, which had not been claimed or proactively refunded by Three, following the cancellation of their Three services contract. As a result of the review, Three advised ComReg in January 2022 that over 173,000 customers were impacted by the charging of ‘Post Cancellation Charges’ and credits remaining on inactive accounts. Three confirmed that all customers would be refunded to the value of:</p> <ul style="list-style-type: none"> ▪ €1.28 million in ‘Post Cancellation Charges’; and ▪ €1.4 million for other credits that remained on inactive accounts.
10	THREE	20/20	2020	Link	<p>On <u>30 March 2020</u>, Three paid a €51,000 penalty for failing to provide customer contracts on a durable medium.</p> <p>Three paid ComReg the penalty of €51,000 after an investigation found that between July 2017 and November 2019, Three had failed to provide 57,147 of its ‘affinity plan’ customers who signed up via sales agent, with a contract on a durable medium, contrary to Regulation 12 of the Consumer Information, Cancellation and Other Rights Regulations, 2013 (the “2013 Regulations”).</p> <p>ComReg found that Three did not provide confirmation of the contracts, outlining the main characteristics of the plan on a durable medium, to the above ‘affinity plan’ customers. ComReg considered that this made it difficult for the affected Three customers to recognise and identify the main characteristics of their plan, for example, the amount of call, text, data and roaming allowances included.</p> <p>ComReg was also concerned that the absence of a contract on a durable medium including all the main characteristics, could hinder a customer’s consideration of their right to cancel the contract within the statutory cooling off period. Under the 2013 Regulations, a right to cancel within 14 days applies to many consumer contracts concluded at a distance (e.g. by phone or online) or concluded off-premises. Three paid the penalty in full.</p>

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No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
11	THREE	20/09	2020	Link	On <u>10 February 2020</u> , ComReg issued a notification of a ‘Finding of Non-Compliance’ to Three Ireland with respect to the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (the “ Privacy Regulations ”). In relation to same, 180 individuals received numerous calls by phone from Three services in circumstances where those individuals had <u>not</u> consented to such communications prior to them taking place, in violation of Regulation 31(1) of the Privacy Regulations.
12.	THREE	19/120	2019	Link	On 18 December 2019, ComReg issued a notification of a ‘Finding of Non-Compliance’ to Three Ireland with respect to provisions of the Open Internet Access Regulations. The notification of non-compliance was made in accordance with Regulation 8 of the European Union (Open Internet Access) Regulations 2019, specifically a failure by Three to comply with the provisions of Article 4 (1)(d) of the Open Internet Access Regulation between 9 July 2019 and 12 August 2019 by not specifying the required information (i.e., essential information in relation to internet access speeds) in any of its customer contracts.
13.	THREE	24/108	2024	Link	<p>On 19 December 2024, Three Ireland agreed to refund a total of approximately €3.76m to some 14,000 customers following an investigation by ComReg into suspected breaches of Regulation (EU) No. 531/2012 (the 2012 Roaming Regulation) and of EU Regulation 2022/612 (the 2022 Roaming Regulation”) as effected in Irish law by the European Communities (Mobile Telephone Roaming) Regulations 2022 (SI 315 / 2022).</p> <p>ComReg held that Three Ireland did not provide its customers with the relevant information in respect of roaming charges and services as required by Article 15 of the 2012 Roaming Regulation and Article 14 of the 2022 Roaming Regulation.</p>
14.	THREE	23/09 (District Court Proceedings)	2023	Link	<p>On <u>12 January 2023</u>, the District Court charged Three Ireland on eight counts of having failed to meet the requirements set out in Article 15 of Regulation (EU) No 531/2012 (“the Roaming Regulation”).</p> <p>The Roaming Regulation provides that service providers must implement and enforce a default financial limit of €50 for data roaming charges in a single billing period. Service providers are also required by the Roaming Regulation to send notifications to customers when they approach 80% and 100% of that financial limit.</p> <p>Three was found to have not imposed the requisite €50 financial limit or sent the required notifications, with 1,640 customers being identified as having been affected by at least one of the issues. The total value of the improper charges was valued at approximately €632,000.</p> <p>Three stated that it has credited or refunded the identified customers following the ComReg investigation. Additionally, the Court ordered Three to pay a total of €2,400 in fines. Three also contributed to ComReg’s legal costs, as was agreed between the parties.</p>

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No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
15	SKY	23/49	2023	Link	<p>On <u>12 June 2023</u>, Sky Ireland Ltd (“Sky”) was fined by ComReg for the sum of €54,000 for failing to include consumer references on their bills. ComReg found that Sky had failed to include consumer references on customers’ online and paper bills, in accordance with Section 18.6.1 of ComReg Decision 03/81R6. Sky confirmed that the issue was resolved in April 2021 and the issue with paper bills was resolved in December 2022.</p> <p>Consumer references must be included on all customer bills and failure to comply with this requirement is an offence. Consumer references are defined in Section 1.1 of the ComReg Decision 03/81R6, as the numbers required to switch service provider (which should be made available on customer bills). ComReg issued 36 notices according to Section 44(1) of the Act, and Sky paid the notices on 2 June 2023.</p>
16	SKY	N / A	2025	News article – link	<p>ComReg has sought a High Court order against Sky, compelling it to end its practice of automatically renewing consumer contracts without first informing them that their contracts are about to end, and without informing consumers of alternative rates.</p> <p>ComReg has submitted that it believes Sky to be in breach of requirement under the European Union (Electronic Communications Code) Regulations 2022 (S.I. No. 444/2022) (“the 2022 Regulations”) to inform consumers in a prominent and timely manner of the end of the contract and means by which the contract may be terminated.</p> <p>The matter is ongoing and ComReg are yet to publish any official communications in respect of this enforcement action</p>
17	EIR (EIRCOM LIMITED)	19/20	2019	Link	<p>On <u>6 March 2019</u>, ComReg submitted a notification of a ‘Finding of Non-Compliance’ to eir with respect to provisions of the Universal Service Regulations.</p> <p>The notification of non-compliance notified eir of a finding that, in relation to certain Contract Change Notifications, it failed to comply with Regulation 14(4) of the Regulations and ComReg Decision D13/12, which was issued pursuant to Regulation 14(5). The notification related to a failure by eir to provide full information regarding proposed contract modifications in the relevant Contact Change Notifications.</p>

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No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
18	EIR (EIRCOM LIMITED)	22/102	2022	Link	<p>On 22 July 2022, ComReg further notified eir of a ‘Finding of Non-Compliance with Eircom’s obligations under Regulation 14(4) of the European Communities (Electronic Communications Networks and Services) (Universal Service and User’s Rights) Regulations 2011. eir was not notifying some of its customers of a proposed price increase to their contracts at least one month before the changes were put in place. eir also did not give those customers the right to withdraw from the contract without penalty if they did not accept the modification.</p> <p>eir responded on 22 August 2022, confirming that immediately upon identifying the issue, it issued credits or refunds to all affected customers and ensured that a correct Contract Change Notice, including the right to withdraw, was provided and the notice period complied with. To ensure against a recurrence of similar issues, eir confirmed that it has now introduced multi-layered protections, and that it has contacted and refunded all of the affected customers.</p>
19	EIR (EIRCOM LIMITED)	23/46	2023	Link	<p>In November 2022, ComReg had applied to the High Court for a restraining order under Section 46(4) of the CRA, requiring eir to cease contravening sections of the legislation relating to overcharging. This followed enforcement actions taken by ComReg against the eir for 26 such breaches in 2015, 2017 and 2018. Two further ComReg investigations into overcharging in later years also formed part of the proceedings.</p> <p>ComReg and eir ultimately reached a settlement prior to commencement of proceeding in the High Court on 25 April 2023 and ComReg secured. eir would pay a financial penalty in the sum of €2,450,000 and that it would implement a series of back and forward looking ‘measures’ to identify customers who have been overcharged historically in order to refund these customers appropriately. There are an estimated 76,000 customers with an associated revenue value of approximately €6,700,000 in scope for these measures.</p> <p>As part of settlement, eir were required to implement a series of ‘backward-looking measures’ i.e., to identify customers who have been overcharged historically and to refund these customers appropriately. eir are also required to implement a number of ‘forward-looking measures’ i.e., to improve their existing billing process.</p>
20	EIR (EIRCOM LIMITED)	24/93	2024	Link	<p>On 8 March 2021, ComReg delivered a Notification of Non-Compliance to Eircom as well as its Opinion of Non-Compliance on 3 March 2022, in which ComReg held that Eircom had failed to comply with access and nondiscrimination obligations under the WLA Decision Instrument regarding PAR, as well as obligations to make available its CEI Build Plan.</p> <p>On 27 November 2024, ComReg and Eircom reached a settlement prior to High Cour proceedings, under which Eircom would pay a penalty of €2.8m + a contribution od €200,000 to ComReg’s costs.</p> <p>Eircom agreed to implement remediation measures identified by ComReg on 24 March 2023 to ensure its compliance with its obligations as set out in ComReg’s Notification of Non-Compliance.</p>

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Section 4: ComReg Enforcement Actions

No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
21	VODAFONE	21/93 <i>(District Court Proceedings)</i>	2021	Link	<p>On 14 September 2021, the Dublin District Court heard seven cases taken by ComReg against Vodafone Ireland Limited (“Vodafone”), in relation to 14 counts that Vodafone failed to implement a Code of Practice as required and that it failed to provide a complaint acknowledgement that would include a complaint reference number to customers within 2 working days. The prosecutions were brought under Regulations 27 (1) and 27(2) of the Universal Services Regulation. Pursuant to Regulation 27 (1), each Service Provider is required to implement a code of practice for settling unresolved disputes including complaints. Regulation 27 (2) of the 2011 Regulations further provides that ComReg may specify requirements to be met for the purpose of ensuring compliance with paragraph (1) and the manner of publication of a code of practice referred to in paragraph (1).</p> <p>Customer complaints were reviewed in Court. Vodafone pleaded guilty to seven of the charges brought by ComReg. In applying the Probation Act, Judge Anthony Halpin ordered Vodafone to donate €10,000 to charity by 7 October 2021. Vodafone also contributed to ComReg’s costs, as agreed between the parties.</p>
22	VODAFONE	21/117	2021	Link	<p>On 18 November 2021, ComReg notified Vodafone, trading as Clear Mobile, of a notification of a ‘Finding of Non-Compliance’ with Vodafone’s obligations under ComReg Decision D05/07 (Response to Consultation and Specification on Number Portability in the Fixed and Mobile Sectors) and ComReg Decision D01/09 (Response to Consultation and Final Specification “Setting Maximum Fixed and Mobile Number Porting Charge”).</p> <p>This notification was based on the Universal Services Regulations. ComReg found that Vodafone did not comply with the above ComReg Decisions as it had effectively imposed a direct monthly charge on certain customers to port their number to Clear Mobile. ComReg required Vodafone to make a remedial change within a specified period of time. Vodafone subsequently took remedial action and made other commitments and submitted these to ComReg. These included:</p> <ul style="list-style-type: none"> ▪ Vodafone will not impose a direct charge or any price difference on any customer that wishes to port their number as opposed to a customer not porting their number; ▪ Vodafone will have the ability to offer promotional discount to customers moving service provider from certain networks and not others but additional charges will not be levied on a customer as a result of a request to port a number; and ▪ Vodafone will contact and discount any customer that paid €14.99 to €12.99 on the offer that is subject to this case. <p>Vodafone also confirmed that it had contacted and refunded the affected customers. ComReg still issued a notification of an ‘Opinion of Non-Compliance’. However, having taken account of Vodafone’s response and its remedial actions to address the issues raised in the notification, ComReg took no further action in respect of this matter. ComReg stated that it will continue to monitor compliance by all undertakings with their obligations under ComReg Decision D05/07 and ComReg Decision D01/09 and other consumer legislation and, where necessary, will investigate any matters arising.</p>



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No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
23.	VODAFONE	21/140 <i>(District Court Proceedings)</i>	2021	Link	<p>On 29 December 2021, Vodafone pleaded guilty to two counts of failing to port customer landlines to Vodafone in the timeframes mandated by Regulation 25(4) of the European Communities (Electronic Communications Networks and Services) (Universal Service and Users' Rights) Regulations, 2011 ("the Universal Service Regulations") on five summonses heard by the District Court.</p> <p>As a result, the District Court ordered Vodafone to pay a total of €10,000 in fines. Vodafone also contributed to ComReg's costs, as agreed between the parties.</p>
24	METEOR MOBILE COMMUNICATIONS LIMITED (TRADING AS "GOMO")	21/86 <i>(District Court Proceedings)</i>	2021	Link	<p>On 2 September 2021, GoMo pleaded guilty to five counts of breaches of Regulation 25(4) of the European Communities (Electronic Communications Networks and Services) (Universal Service and Users' Rights) Regulations 2011 ("the Universal Service Regulations").</p> <p>The Regulation provides that service providers must ensure that phone numbers must be ported and activated within the shortest possible time. GoMo customers reported experiencing numerous issues with the porting and activation of their phone numbers. Customers reported having issues with mobile data service, and users' phone numbers being misapplied, resulting in certain users' phone numbers being used by someone else.</p> <p>The District Court imposed criminal convictions for each of the five counts and ordered GoMo to pay a total of €5,000 in fines. GoMo also agreed to contribute to ComReg's legal costs.</p>
25	ZAMANO SOLUTIONS LIMITED	20/128 <i>(District Court Proceedings)</i>	2020	Link	<p>On 15 December 2020, Zamano Solutions Limited ("Zamano") pleaded guilty to two counts of charging customers for premium rate services when they had not been requested by the customer, breaching Section 13(1) of the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010 ("the Premium Rate Services Act").</p> <p>The District Court imposed criminal convictions for each count and ordered Zamano to pay a total of €5,000 in fines and also awarded costs to ComReg.</p>
26	SLA DIGITAL	24/107	2024	Link	<p>On 11 September 2024, ComReg informed SLA Digital of its finding of noncompliance under Section 9(1) of the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010.</p> <p>ComReg found that SLA Digital had not complied with Sections 5.25 and 5.28 of the Premium Rate Services Code of Practice in respect of facilitating an end-user's decision to unsubscribe from its services.</p> <p>As a result, SLA Digital refunded €8,872 to 364 customers who had been affected by this noncompliance. SLA Digital also stated it would take additional measures to remedy the non-compliance.</p>

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No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
27	PREPAYPOWER	24/67	2024	Link	<p>Following an investigation, ComReg stated that PrepayPower was in breach of its regulatory obligations by not making available the model cancellation form for the exercise of cooling off rights. Additionally, some customers were not provided a copy of their terms and conditions on a durable medium, and ComReg noted another 621 customers who were charged for services in instances where PrepayPower had no record of the customer requesting such service.</p> <p>In turn, PrepayPower were ordered to pay a penalty of €9,300 to ComReg as well as an additional €272,124 in refunds to customers who were charged for service(s) they had not requested.</p>
28	IFA TELECOM	24/66	2024	Link	<p>IFA Telecom were ordered to pay a penalty of €7,500 to ComReg following an investigation.</p> <p>ComReg held that IFA had not clearly presented and prominently identified the appropriate Consumer References on its customer bills, as well as not providing all the relevant information in its customer contracts, including information related to the “cooling off period” and the associated cancellation form. Lastly, ComReg also noted that IFA did not provide in its customer contracts any explanation or provision regarding the relevant speed information for the customer’s internet access service. ComReg noted that IFA were obliged to provide information regarding the minimum expected speed of its Internet Access Service as well as potential remedies for consumers in the event of any continuous or regularly recurring discrepancy between the actual performance of the internet access service regarding speed.</p> <p>As well as the payment of a penalty, IFA Telecom also agreed to enact measures to come into compliance with its regulatory obligations.</p>

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No.	Provider	Reference Number	Year	Publication Link	Details Of Investigation
29	AN POST MOBILE	25/19	2025	Link	<p>In the course of an investigation, ComReg found that An Post Mobile was non-compliant with a number of regulatory obligations in respect of the Electronic Communications Services (“ECS”) offer by An Post Mobile.</p> <p>ComReg held that An Post were in breach of their regulatory obligations by way of the following:</p> <ul style="list-style-type: none">▪ Not providing contract summaries to customers;▪ Not making the model cancellation form available for the exercise of cooling off rights;▪ Not providing customers with a copy of their terms and conditions on a durable medium;▪ Not having a code of practice for handling complaints, and;▪ Not advising customers of their right to exit the contract as a result of a contract change <p>ComReg also noted that An Post Mobile did not provide any explanation or provision in customer contracts of the relevant speed information for the customer’s Internet Access Service. Specifically, ComReg held that An Post Mobile did not specifically set out the estimated maximum and advertised download and upload speed of its Internet Access Service. In addition to this, An Post Mobile were found to have not set out any potential remedies in its contracts for customers for any continuous or regularly recurring discrepancies between the actual performance of its Internet Access Service offerings.</p> <p>In its decision, ComReg also stated that An Post Mobile incorrectly advised customers that they would lose any remaining credit balance if / when they changed providers, and provided customers with incorrect rates for voice, SMS and data roaming within the EU.</p> <p>As a result of the above, ComReg ordered An Post to refund approximately €25 600 to 4700 customers for excess credit remaining on accounts that have since “ported away”.</p>
30.	YELLOWCOM	25/25	2025	Link	<p>On 9 April 2025, the Dublin District Court heard a case in respect of 8 summonses issued by ComReg against Yellowcom Limited (“Yellowcom”). Yellowcom was charged with 8 counts of having failed to meet requirements set out in the European Union (Open Internet Access) Regulations 2019; the (Electronic Communications Code) Regulations 2022; and the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023.</p> <p>Yellowcom pleaded guilty to all 8 counts on all 8 summonses brought before the court. In particular, Yellowcom was found in breach of the following requirements that:</p> <ul style="list-style-type: none">▪ Contracts must include the minimum, maximum and normally available internet speeds;▪ Contracts must have a maximum length of 24 months, and;▪ A Code of Practice for dealing with end-user complaints must be published and implanted. <p>All the charges against Yellowcom were struck out by the trial judge, who ordered Yellowcom to make a charitable donation of €2 500. Yellowcom also contributed towards ComReg’s costs.</p>



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ComReg Guidance



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Section 5: ComReg Guidance

No.	Title	Reference Number	Year	Link	Summary
1	'Consumer Bills and Billing Mediums'	13/52	2013	Link	<p>Itemised Bills (Post-Paid)</p> <p>For post paid consumers:</p> <ol style="list-style-type: none"> (1) Service providers shall provide a bill to its post paid customers free of charge. (2) Service Providers may not change the level of bill itemisation (as set out in 3 (a-b) below) a post paid customer is receiving unless the explicit consent of the customer is obtained. (3) A post paid customer may request from its service provider a bill to be provided that is more or less detailed than what is currently being received and Service Providers must provide the requested bill free of charge. The bill may be either a: a. fully itemised bill or b. a non-itemised bill. <p>Charge Verification Facility (Pre-Paid)</p> <p>For pre-paid consumers If a pre-paid customer requests details of his/her transactions (including usage and charges),for a recent specified period, from its Service Provider, the Service Provider shall provide within a reasonable time frame, to the consumer, in a medium that is accessible to the consumer, the transaction details as requested, free of charge.</p> <p>Free-phone Numbers</p> <p>Calls which are normally free-of-charge to all calling Consumers, including calls to help- lines, free-phone numbers, calls to emergency services, and calls to harmonised numbers for harmonised services of social value, are not to be identified by the Authorised Person in the calling Consumer's transaction details or bill.</p> <p>Billing Medium (Post-Paid Customers)</p> <p>It is appropriate that service providers make available the relevant billing medium features regarding any alternative billing medium offered, in advance of providing that billing medium to a consumer. This minimum set of information must be provided by service providers to new consumers before they enter into the contract with the service provider. This information must be provided by service providers to existing customers where the service provider (having verified that the customer can access the alternative bill, or having obtained the customers consent), intends changing the customer to an alternative billing medium.</p> <p>Alternative Billing Mediums</p> <p>ECS providers are entitled to issue alternative billing mediums to their customers if they can ensure and verify that the customer can access and use the alternative billing medium. If such verification cannot be obtained, service providers shall continue to issue a paper bill.</p> <p>Consent and Verification of Access to Alternative Billing Medium</p> <p>Service providers can ensure and be reasonably assured that their consumers can access and use alternative billing mediums if:</p> <ol style="list-style-type: none"> (a) The service provider obtains the consent of a new or existing customer to receive the alternative billing medium; or (b) In the case of an online bill, broadband access is a component of the service currently being provided by the service provider to the customer; or (c) In the case of an e-bill, the consumer has given the service provider a valid email address for the purpose of providing a bill by email.

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No.	Title	Reference Number	Year	Link	Summary
2	'Selective Barring'	18/09	2018	Link	<p>Barring of International Calls</p> <p>ComReg decided not to place an obligation on operators in respect of the barring of international calls, noting its support for the cost-control objectives in providing facilities to block access to international numbers.</p> <p>ComReg also noted however that in order to protect subscribers in respect of cost-control, the initial focus should be on mobile users using non-voice services (i.e SMS messaging).</p> <p>Premium SMS or Premium MMS Barring Facilities</p> <p>ComReg is of the view that in order to offer choice to subscribers to prevent access from their mobile to premium SMS and premium MMS that it is necessary to mandate a minimum set of barring facilities for all premium SMS and premium MMS35. This obligation will apply to MNO's, however it does not apply to MVNOs.</p> <p>Direct Carrier Billing ("DCB") Barring Facilities</p> <p>In respect of the placing of barring obligations for DCB on all undertakings or a subset of all undertakings, ComReg is of the view that in respect of DCB due to the low usage of the facility at this time that it will not mandate the facility but continue to monitor the market and if in the future the facility is a cause of concern to subscribers this position may be reconsidered.</p> <p>Informing Existing and New Subscribers of Barring Facilities</p> <p>In order to fully inform subscribers of the premium SMS and premium MMS barring facilities that they can avail of, it is reasonable that the following measures are taken by all Relevant Undertakings:</p> <ul style="list-style-type: none"> Relevant Undertakings shall inform their Subscribers of the availability of barring facilities and of the means whereby they can request such barring facilities, by way of SMS message. The means whereby a request for barring facilities may be made shall be in line with standard communication channels normally offered by the Relevant Undertaking. Relevant Undertakings shall ensure that their contractual terms and conditions address the availability of barring facilities and the means whereby a request for barring facilities may be made in line with standard communication channels normally offered by the undertaking. Relevant Undertakings shall, following a request being made by a Subscriber for all or any of those barring facilities, promptly provide the requested barring facilities to the Subscriber, and in any event no later than 14 days following the request. <p>Cost of and Charges for the Barring Facility</p> <p>On balance ComReg is of the view the benefit to subscribers would outweigh the cost to the Relevant Undertakings who would be required to implement the premium SMS and premium MMS facility. ComReg therefore is of the view that the provision of the services should be free of charge.</p>

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3	Comreg 'Conditions for the provision of Electronic Communications Networks and Services' pursuant to Regulation 8 of the European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations, 2003 (S.I 306 / 2003)	ComReg 03/81R6	2018	Link	<p>18.3 Without prejudice to the provisions of Regulation 17(4) of the Universal Service Regulations, an Authorised Person shall notify its Consumers as soon as possible in the event of a Termination affecting a Substantial Number of its Consumers. Without prejudice to the provisions of Regulation 17(4) of the Universal Service Regulations, an Authorised Person shall notify its Consumers immediately, where a final decision has been taken to implement a Cessation of Service affecting a Substantial Number of its Consumers.</p> <p>18.5 An Authorised Person shall at all times use reasonable endeavours to ensure the effect of any Cessation of Service is minimised. An Authorised Person shall use reasonable endeavours to ensure the continuous provision of the Electronic Communications Network or the Electronic Communications Service, where practicable, taking proper account of the nature and extent of the Cessation of Service and the likely Consumer requirement for the Electronic Communications Network or the Electronic Communications Service to continue to be provided. This is without prejudice to the contractual rights and obligations of the Authorised Person.</p>

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Section 6: Upcoming Legislation

The Digital Networks Act

On 21 January 2026, the European Commission published a *Proposal for a Regulation for the Digital Networks Act* (“DNA”). The DNA is designed to modernise, simplify and harmonise the EU telecoms rules, with a view to incentivising investment and providing access to fast, secure and resilient digital infrastructure across the EU.

Purpose of the DNA

The main objectives of the DNA are:

1. to increase Europe’s competitiveness by developing advanced and accessible connectivity to allow greater adoption of AI and other innovative technologies;
2. to address the fragmentation of the electronic communications sector and incentivise a true single market for connectivity; and
3. to enhance network security and resilience by limiting dependencies and promoting EU-level cooperation.

It is proposed that the DNA will replace the EU Electronic Communications Code (“EECC”) adopted in 2018, which is currently the primary law regulating telecommunications companies

within the EU. The replacement of the EECC with the DNA, which is directly applicable, (meaning it does not require individual Member State transposing legislation), will result in a more centralised framework for telecoms regulation, significantly reforming the existing EU telecoms regulatory framework impacting telecoms, infrastructure, digital technology and satellite companies, together with the wider telecoms ecosystem. The replacement of the EECC seeks to harmonise telecoms rules across the EU, simplifying the underlying obligations and reducing the overall regulatory compliance burden on market players.

The DNA will also merge together the Body of European Regulators for Electronic Communications (“BEREC”) Regulation, the Radio Spectrum Policy Programme, parts of the Open Internet Regulation, as well as certain aspects of Directive 2002/58/EC (ePrivacy Directive), creating more simplified and harmonised EU rules in this space.

Key Measures in the DNA Proposal

1. Single market authorisation and passporting

The DNA will establish a “Single Passport” authorisation for electronic communications networks and services which will enable providers to operate across the EU based on a single notification in one Member State. It is proposed that BEREC will establish a harmonised template for notifications and Member States will be prohibited from imposing additional or separate notification requirements on service providers. The authorisation conditions will also introduce the requirement to comply with cybersecurity rules.

2. Spectrum reform

The proposal seeks to introduce a number of changes relating to spectrum management and satellite authorisation, including:

- Establishing EU-level satellite spectrum authorisations to facilitate pan-European operations and services. This would allow for increased scale, which is required especially in the context of the growth in popularity of direct-to-device satellite services.
- Introducing more consistent and investment-friendly conditions for spectrum assignment





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by extending the duration of spectrum licences / introducing licences of unlimited duration and by making licences renewable by default. It is hoped that these long-term licences will incentivise spectrum investment.

- The proposal also seeks to facilitate the use and investment into spectrum by promoting spectrum sharing provisions as well as mainstreaming spectrum sharing among operators to ensure efficient use of spectrum.

3. Transition from copper networks to full fibre
The DNA will introduce mandatory national transition plans to accelerate the phase out of copper networks and transition to full fibre. Member States will be required to present their national plans in 2029 and decommission legacy copper networks by 31 December 2035.

4. Governance

The DNA proposal sets out a governance framework to ensure the coherent, independent and effective functioning of the

single market for electronic communications. The plan proposes consolidating EU-level governance by integrating and strengthening the role of BEREC, as well as establishing the Radio Spectrum Policy Board (“**RSPB**”) together with a new Office for Digital Networks (“**ODN**”). The ODN will support and assist BEREC and it will also assist the new RSPB which will replace and take over the tasks of the Radio Spectrum Policy Group.

5. Resilience and preparedness

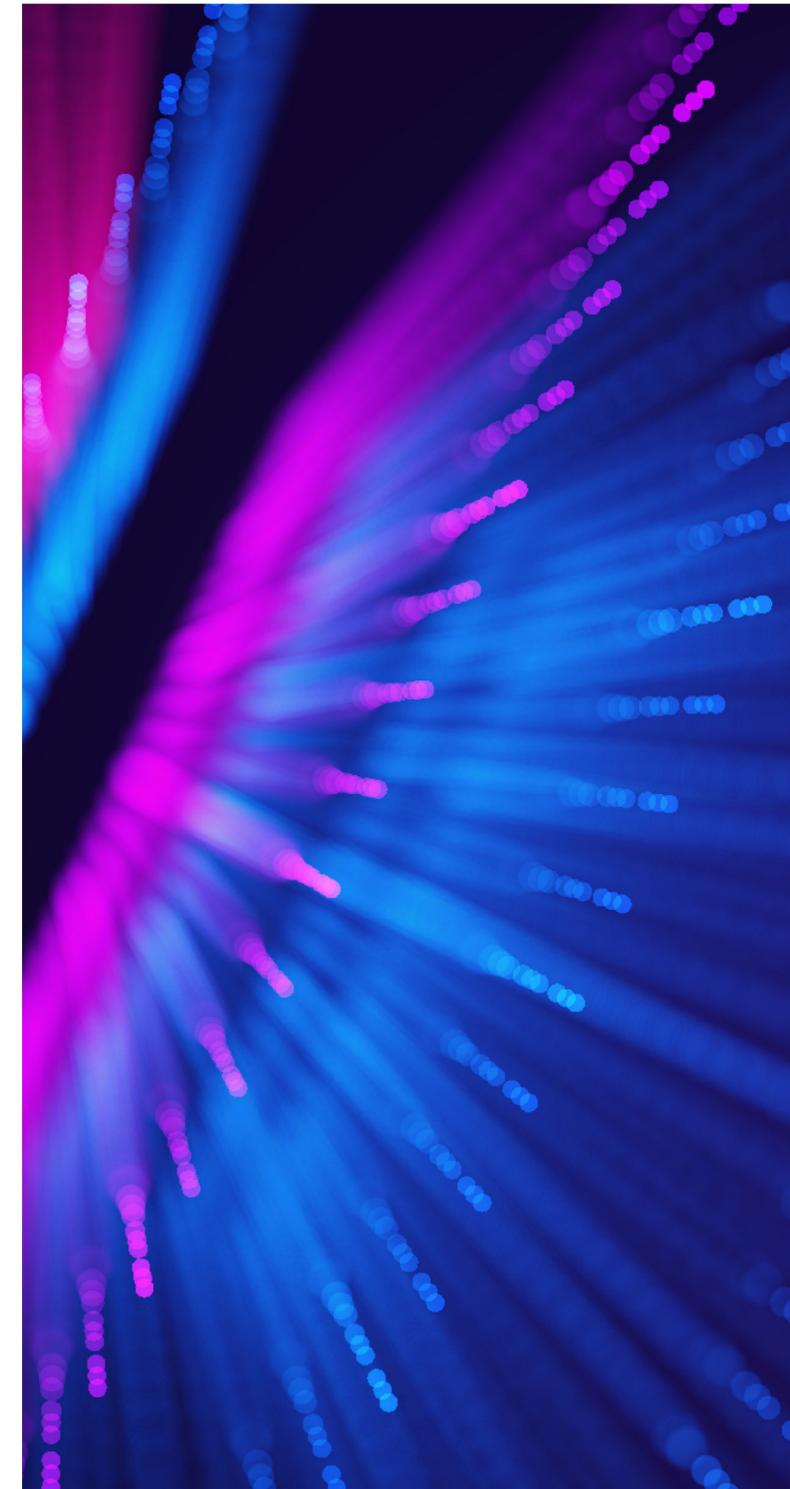
The DNA establishes a framework which seeks to reduce or avoid dependencies within the connectivity ecosystem and introduces an EU-level ‘Preparedness Plan for Digital Infrastructures’ to tackle the rising risks of natural disasters and foreign interference in networks. There is also an increased focus on cybersecurity and ICT supply chain risks, with the introduction of a new general authorisation obligation. Additionally, the DNA will complement other EU cybersecurity rules including NIS2 and the Cybersecurity Act.

6. Voluntary conciliation mechanism to resolve interconnection disputes

Despite previous suggestions that content and application providers who generate large volumes of traffic should financially contribute to the rollout of network infrastructure, this has not been incorporated into the DNA proposal. Instead, the DNA will establish a voluntary conciliation procedure to facilitate cooperation and dispute resolution between network and content providers where disputes arise regarding interconnection issues.

Next Steps

The DNA proposal will be presented to the European Parliament and the Council for debate and potential amendment. If adopted in its current form, most provisions would become directly applicable six (6) months after the Regulation enters into force.





Section 7

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Links to Acts / Regulations Covered by Section 1



Section 7: Links to Acts / Regulations Covered by Section 1

Legislation	Link to Consolidated Version
Communications Regulation Act 2002 (as amended)	Consolidated version – link
Consumer Rights Act 2022	Full act – link
Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023	Full act – link
European Union (Electronic Communications Code) Regulations 2022 (S.I.444/2022) (since 09 June 2023)	Full act – link
Regulation (EU) 2022/612 of the European Parliament and of the Council of 6 April 2022 on roaming on public mobile communications networks within the Union (since 01 July 2022).	Full act – link
Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015 laying down measures concerning open internet access and amending Directive 2002/22/EC on universal service and users' rights relating to electronic communications networks and services and Regulation (EU) No 531/2012 on roaming on public mobile communications networks within the Union (Text with EEA relevance)	Consolidated version – link

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