

Your response –

Question	Your response
<p><b>Q1. Do you agree with our assessment that our proposals will not affect any specific groups of persons (including persons that share protected characteristics under the EIA 2010 or NIA 1998)? Please state your reasons and provide evidence to support your view.</b></p>	<p>Confidential? – Y / N</p> <p>BBC Children in Need agrees with the assessment.</p>
<p><b>Q2. Do you agree with our assessment of the potential impact of our proposal on the Welsh language? Do you think our proposal could be formulated or revised to ensure, or increase, positive effects, or reduce/eliminate any negative effects, on opportunities to use the Welsh language and treating the Welsh language no less favourably than English?</b></p>	<p>Confidential? – Y / N</p> <p>BBC Children in Need agrees with the assessment and does not suggest any revisions.</p>
<p><b>Q3. Do you have any comments about our proposed definitions in articles 3 to 8 of Part 1 of the draft PRS Order for key service concepts that are used throughout the Order?</b></p>	<p>Confidential? – Y / N</p> <p>BBC Children in Need is keen that consumers are made of aware of the costs of using a service, and as such refer to standard network rate charge in our promotional material. The PSA has always been clear that this is excluded from PSA regulation and has never been considered to be controlled PRS. It is worth noting that the cost of Standard Network Rate to the consumer varies by provider and by tariff plan and is set separately by each MNO in their standard terms and conditions. We would seek assurance therefore that Standard Network Rate remains out of scope.</p>
<p><b>Q4. Do you have any comments about our proposed definition for</b></p>	<p>Confidential? – Y / N</p>

<p><b>PRS regulated providers and regulated activity in article 9 in Part 1 of the draft PRS Order?</b></p>	<p>Whilst we recognise the term ‘Merchant’ is a carry-over from Code 15, the term does not particularly support the use of charity donations. BBC Children in Need works with the BBC as a broadcast partner to promote BBC Children in Need’s donation services.</p> <p><b>Article 9</b> states that “Merchant” means a person who provides a controlled PRS to a consumer. We would seek clarity on how this definition applies in these circumstances and what defines a PRS?</p> <p>Perhaps a more inclusive term could be adopted to better capture the full spectrum of premium rate use cases. An example is the term ‘Provider’.</p>
<p><b>Q5. Do you have any comments about our proposed approach to registration and registration exemptions in Part 2 of the draft PRS Order?</b></p>	<p>Confidential? – <del>Y</del>/ N</p> <ol style="list-style-type: none"> <li>1) It is noted that in <b>4.37</b> of the consultation document, the requirements in <b>Article 10</b> are to be streamlined. We would seek to understand what impact this will have on the “service checker” that the PSA currently operate. The service checker allows consumers to look up a number/service on their bill or enter a bill descriptor to enable consumers to match that to a service date to establish who charged them and for what service. With the new streamlined requirements we would like to understand further how this will now operate.</li> <li>2) It is noted that <b>Article 10</b> states: Requirements before carrying out a regulated activity (1) No person may carry out a regulated activity (or purport to do so), unless the person— (a) is a PRS provider who— (i) meets the requirements in paragraph (2), or (ii) is an exempt PRS provider under article 11, and (b) has appointed a person <b>in senior management</b> for the purposes described in paragraph (4) (<b>generally authorised person</b>).</li> </ol> <p>Due to the complex and niche nature of this Industry, there are occasions where the “generally authorised person” responsible for phone-paid activity may not be in senior management. Phone-paid service revenue can be a narrow revenue stream within some of the large-scale businesses involved and as such may not be under the remit of a senior manager. We would suggest that the term “generally authorised person” is appropriate to be used throughout.</p>
<p><b>Q6. Do you have any comments on our proposed requirements relating to due diligence and risk assessment in</b></p>	<p>Confidential? – <del>Y</del>/ N</p> <ol style="list-style-type: none"> <li>1) At <b>Article 16</b> it is noted that the prohibition on dealing with persons on whom a relevant sanction has been imposed:</li> </ol>

<p><b>Part 4 of the draft PRS Order?</b></p>	<p><i>16.—(1) No PRS provider may enter into an arrangement with another person in respect of a regulated activity where that person is the subject of— (a) a direction given by OFCOM as set out in paragraph (2), (b) a <b>sanction</b> imposed by PSA as set out in paragraph (3), or (c) a <b>sanction</b> imposed by a relevant enforcement authority as set out in paragraph (4),</i></p> <p>We would ask for guidance on how the above could be determined. For example, will a list be published and at what stage is this information made available?</p> <p>2) <b>Article 17, 2</b> states that:</p> <p><i>The assessment must consider the risks to consumers that may arise having regard to (b) details of whether the party is unable to pay its debts, or is likely to be unable to pay its debts as they fall due,</i></p> <p>In most cases relating to BBC Children in Need PRS services, it will be impossible to know this ahead of time.</p>
<p><b>Q7. Do you have any comments about our proposed approach to security testing in Part 5 of the draft PRS Order?</b></p>	<p>Confidential? <del>Y</del>/ N</p> <p>1) <b>Article 21</b> states that:</p> <p><i>21.—(1) No intermediary may carry out a regulated activity, unless the intermediary has carried out relevant security testing—</i></p> <p><i>(a) within the period of 12 months ending with the day on which any regulated activity begins, and</i></p> <p><i>(b) subsequently at annual intervals from the day after which the relevant security testing was most recently completed, for so long as the intermediary carries out the regulated activity.</i></p> <p>In line with Risk Registers which are constantly updated – security testing should, as well as annual formal testing, be carried out as necessary to address risks that may emerge in the interim period between annual tests. We would suggest that a schedule is stated in the Draft Order to address testing that is in response to emerging risks.</p>
<p><b>Q8. Do you have any comments about our proposed approach to misleading information</b></p>	<p>Confidential? – Y / N</p>

and/or the promotion and marketing of PRS in Part 6, Chapters 1 and 2 of the draft PRS Order?

Q9. Do you have any comments about our proposed approach to pre-contract information and express consent for imposing certain charges in Part 6, Chapter 3 of the draft PRS Order?

Confidential? —Y / N

1) **Article 26** states:

**Information to be provided before entering into a controlled PRS contract 26.**—(1) *Before entering into a controlled PRS contract with a consumer, a merchant must provide the consumer with the information specified in Schedule 3 in a clear, comprehensible and prominent manner, and in a way appropriate to the means of communication used.*

Currently, key information is presented to consumers, with more detailed information such as terms and conditions, contact details and policies available via a web link (which the consumer may, or may not, access before entering into the contract). Our services are primarily promoted on TV and radio and with limited space and time available. This format ensures that the information which aids a consumer to make up their mind about whether to participate is presented clearly pre-contract, along with further, more detailed information available to the consumer if they wish to view it – at whatever stage in the contract process they choose, even post contract.

The above **Article 26** states that information in **Schedule 3** (below) must be given pre-contract, in a prominent manner, appropriate to the means of communication used.

**Schedule 3**

*The information referred to in article 26(1) is— (a) a description of any contents offered by the controlled PRS, including the main characteristics of the contents, the information that the consumer will need to make use of that contents and, where applicable, the conditions, time limit, restrictions, limitations and procedures for using the contents,*

*(b) a description of any offered facility comprised in the controlled PRS, including the main characteristics of the facility and, where applicable and except to the extent provided for in sub-paragraphs (c) to (e), the information that the consumer will need to make use of that facility, the conditions, time limit, restrictions, limitations and procedures for making use of the facility,*

*(c) where a facility for making a payment for goods, services or digital content is comprised in the controlled PRS, the information that the consumer will need to make use of that facility and, where applicable, the conditions, time limit, restrictions, limitations and procedures for making such a payment,*

*(d) where a facility for entering a competition or claiming a prize is comprised in the controlled PRS, the information that the consumer*

will need to make use of that facility (including details of any different ways of using it) and, where applicable—

(i) the conditions of entering a competition or claiming a prize,  
(ii) the time limit of entering a competition or claiming a prize,  
(iii) the procedures for entering a competition or claiming a prize, and  
(iv) details of the prizes available for allocation, including their number and value together with any criteria, restrictions and limitations for their allocation,

(e) where a facility for registering a vote or recording a preference is comprised in the controlled PRS, the information that the consumer will need to make use of that facility and, where applicable, the conditions, time limit, restrictions, limitations and procedures for registering a vote or recording a preference, (f) the total charge payable for the provision of the controlled PRS inclusive of taxes, or where the nature of the controlled PRS is such that the charge cannot reasonably be calculated in advance, the manner in which the charge is to be calculated,

(g) where applicable, all additional charges and any other costs for or in connection with the provision of the controlled PRS including any access charge or, where those charges or costs cannot reasonably be calculated in advance, the fact that such additional charges or costs may be payable,

(h) in the case of a controlled PRS contract of indeterminate duration or a controlled PRS contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs,

(i) an explanation that any charge payable for the provision of the controlled PRS will be imposed in the form of a charge to a bill (within the meaning given in article 23(3)(a)),

(j) the name of the merchant as notified to OFCOM for the purposes of articles 10 or 13, including any trading name,

(k) the geographical address at which the merchant is established and, if different from that address, the geographical address of the place of business of the merchant, and, where available, the merchant's website address, telephone number and e-mail address, to enable the consumer to contact the merchant, (l) the name of the controlled PRS offering the contents or facility referred to in paragraphs 2(a) or (b), whichever is applicable, as given to OFCOM for the purposes of articles 10 or 13, (m) the name and contact details of the person who is responsible for the merchant's customer care and complaints handling in respect of the provision of the controlled PRS,

(n) the policies and procedures for handling consumer complaints and enquiries, and

(o) the duration of the controlled PRS contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract.

An example of where it would be problematic to ensure all of schedule 3 is included pre-contract, is on air -for example a radio competition, read out by the DJ, where the inclusion of terms (k) to (o) pre-contract, in a prominent manner, appropriate to the means of

communication used would be prohibitive. On TV, it would be unreasonable to expect viewers to read all of this information on screen in advance of participating in a competition, and indeed it can be argued that not all of the information is key to influencing their decision to participate.

We would also question why the name and contact details of the person responsible for customer care is required? This may not be someone who actually directly deals with consumers.

We propose that the requirement is kept as it is in the 15<sup>th</sup> Code, such that certain key information, and also the web link to further terms, should be prominent and appropriate to the means of communication used. This reflects the current regulatory model and allows consumers to receive enough information for them to decide whether to participate, along with the opportunity to delve into further information should they want to at a time convenient to them.

Consumer Contract Regulations for distance selling seem to mirror this suggestion in that they require that:

*“The (key) information should be given in writing in a 'durable medium'”.*

As such, we propose that the information influencing a consumer's decision to participate be given in the Call To Action, and then further information that might be useful be provided in a more durable format – i.e. via a web link that can be accessed at the consumers convenience. We believe that a clear delineation between 'pre-contract information' and 'material information' could be useful here. Material information is key information that will impact a consumers' decision to enter a competition or not, such as cost, time limit etc and should be provided before an entry is made.

Other 'pre-contract information' would include details such as 'conditions of claiming a prize, merchant contact details and customer care provision details' which are less critical as to inform a consumer's decision to purchase need to be separated and handled in a different way.

This also mirrors the requirements in the Draft Order for subscription services where space is again limited, by presenting certain key information up front with further information being available by web link.

Competitions, votes (specifically those in the broadcast space) and donation services historically attract minimal complaints (see PSA stats below) from consumers. We would therefore suggest that the current regulatory framework (providing some of Schedule 3 upfront

and the rest in a web link) is working effectively and does not need to change.

**PSA**

### Assessed complaints by service type

	2018/19	2019/20	2020/21	2021/22	2022/23
Information, news and education	3,289	1,819	726	435	640
Assistance Services (includes DQ and ICSS)	320	570	589	456	463
Digital payments	1,782	2,750	817	226	141
Games	4,101	2,969	482	64	29
Lifestyle	751	1,271	736	21	16
Competitions and quizzes	1,268	163	20	33	17
Betting, gambling and lotteries	191	60	43	26	6
Entertainment	1,504	640	168	49	14
Device personalisation and security	229	137	27	6	1
Sexual entertainment	26	11	51	4	0
Personal and relationship services	205	199	14	2	0
Charity Donations	10	1	0	0	0
TV and Radio engagement	0	0	0	0	0
N/A	75	163	348	25	6
<b>Total assessed complaints</b>	<b>13,751</b>	<b>10,753</b>	<b>4,021</b>	<b>1,347</b>	<b>1,333</b>

**Q10. Do you have any comments about our proposed approach to provision of CPRS in Part 6, Chapter 4 of the draft PRS Order?**

Confidential? —Y / N

- 1) In **Article 31, 5(a) Charging information for a controlled PRS** purchased through the use of a mobile phone service **it states:**

*In this article— (a) “appropriate medium” means an email or an SMS text message*

This does not appear to allow for any future technologies, including RCS which is becoming more widely used currently.

- 2) **Article 36.—(1)** states: *A merchant who provides a controlled PRS to a consumer must make and keep in writing a record of the consumer’s consent to entering into a controlled PRS contract and for any charges imposed under such a contract.*

Is it permissible under the draft Order for Intermediaries to retain this information or will the Charity have to have the capability?

- 3) Again **Article 36.—(1)** states: *A merchant who provides a controlled PRS to a consumer must make and keep in writing a record of the consumer’s consent to entering into a controlled PRS contract and for any charges imposed under such a contract.*

We would ask for clarity around who the final merchant with this responsibility is, when there is more than one merchant. For example, a Broadcaster running a telethon with a partner charity? Would both parties be required to make and keep records of consent?



	<p>4) <b>Article 37, 4(b)</b> states that customer care policies must contain:</p> <p><i>a statement of a consumer’s entitlement to take the enquiry or complaint to OFCOM, together with OFCOM’s contact details, where the consumer expresses dissatisfaction with the handling or resolution of the enquiry or complaint, and (ii) up-to-date contact information for the merchant,</i></p> <p>The current online complaints section of the Ofcom website points to the PSA, and as such, could clarity be provided regarding the method in which consumers will be able to report their complaints after the transfer of power.</p> <p>5) <b>Article 34(3)</b> states that <i>The merchant must, after imposing a charge for the charitable donation for the first time, give a notice by means of an SMS text message reminding the consumer of the information in paragraph (4) before a charge for a charitable donation is to be imposed on the consumer every time after that first charitable donation.</i></p> <p>This is an optional facility in Code 15, but appears to be mandated again here. We would ask that the current Code 15 model, which is not problematic, be retained here.</p> <p>6) <b>Article 39 Additional requirements relating to refunds</b> states the process that must be followed when communicating to a consumer about the progress of any refund request. No proposal has been given however regarding when a refund is applicable. As such, we assume that – except where an error has occurred – refunds are discretionary on the part of the Merchant.</p>
<p><b>Q11. Do you have any comments about our proposed requirements relating to vulnerable consumers in Part 6, Chapter 5 of the draft PRS Order?</b></p>	<p>Confidential? –Y / N</p> <p>BBC Children in Need is well versed in the consideration of vulnerable consumers within the value chain of phone-paid services, as this is a Code 15 standard. However, we do note that at <b>Article 22</b> it states:</p> <p><i>(7) References in this article to the average consumer, so far as relating to cases where a group of consumers are vulnerable consumers, are to be read as references to an average member of that group</i></p> <p>We do believe that judging what an average consumer might be - within the breadth of considerations of vulnerability - be very difficult or at the very least open to a high level of subjectivity.</p>



**Q12. Do you have any comments about the proposed requirements relating to prevention of harm and offence in Part 6, Chapter 5 of the draft PRS Order?**

Confidential? – Y / N

It is noted that a general requirement at 4.194 that:

*PRS providers must also take all reasonable steps to prevent the risk of regulated activity causing harm to consumers.*

We would seek clarity around a scenario where a service is ostensibly compliant with the Order but generates complaints, and ask if the expectation from Ofcom is that consumer harm will be inferred, and the service suspended/terminated by a network/intermediary?

We note that all services will generate queries and sometimes complaints, but – depending on the nature of the complaint of course – this may not always indicate harm. Complaints are always assessed by the value chain and acted upon.

**Q13. Do you have any comments about our proposed approach to competition and voting services in chapter 6 of Part 6 the draft PRS Order?**

Confidential? – Y / N

1) **4.204 and Article 43** is states:

*Where a merchant offers consumers different ways of making use of a competition and voting service, the merchant must take steps to ensure that, so far as possible, consumers are not encouraged to choose one particular such way over others.*

Whilst there is no attempt by BBC Children in Need or the promoter to direct a consumer to use one route or another, where time or space is limited, or where the consumer may not have the facility to take down all the alternative route details, a weblink/QR Code or other method of signposting additional routes of entry may actually be more useful to the consumer than trying to contain all the information in the main Call To Action.

2) Members note that at **4.206 and Article 44** it states:

*In order to receive a valid ticket of entry, the consumer must use the facility made available in a competition and voting service before the time limit has expired and also meet any relevant conditions which are applicable to the service. Only consumers with valid tickets of entry can have their votes taken into account (where they have registered a vote or preference) or acquire a chance of winning the competition/claiming a prize.*

If the consumer has used the facility (i.e. sent an MO SMS or a postal entry) but the entry has not been received by the Merchant, then it cannot be considered as a valid ticket of entry or entered into the service. This could happen in the event of an outage, network latency or a delayed postal service for example, so that even though the consumer has used the facility in the allotted time, the entry has not been

received by the Merchant. Code 15 was amended by further consultation to take this into account, and as such reads:

**3.13.3**

All valid responses for entry into a competition or vote that are sent in by consumers within the timeframe set out in the promotional material must be entered and afforded sufficient time to be given full and equal consideration, except where such responses are received by the merchant provider (or a third party on its behalf) outside of the timeframe set out in the promotional material.

We would suggest the following wording amendment:

***Suggested Article 44***

*In order to receive a valid ticket of entry, the consumer must use the facility made available in a competition and voting service before the time limit has expired, **the entry must have been received by the Provider** and also meet any relevant conditions which are applicable to the service. Only consumers with valid tickets of entry can have their votes taken into account (where they have registered a vote or preference) or acquire a chance of winning the competition/claiming a prize.*

**3) At Article 44.2 (b) Valid ticket of entry for competition and voting services it is stated that:**

*Where a consumer uses the facility before that time limit has expired and meets any conditions applicable to the competition and voting service, the merchant must—*

- (a) give a confirmation in writing of that entitlement (“valid ticket of entry”) to the consumer without undue delay after the consumer has used the facility*

We would seek confirmation that this is not required for a ticket to entry made by voice or automated call, where this is not technically possible. We would suggest the following wording amendment would make this clear:

***Article 44(2)(b)***

*....(b) give a confirmation ~~in writing~~ of that entitlement (“valid ticket of entry”) to the consumer without undue delay after the consumer has used the facility and in writing where that is applicable to the method of entry*

**4) It is noted that at 4.215 the consultation states:**

*In article 47 of the draft PRS Order, we propose to require merchants to comply with specific rules in the eventuality that a consumer attempts to use a competition and voting service after the time limit has expired.*

**Article 47** reads:

(4) A merchant must also provide to the consumer without undue delay after the merchant becomes aware of the consumer's attempt to use the facility—

**(a) a confirmation of the fact that the attempt to use the facility was unsuccessful, and**

**(b) either—**

**(i) a confirmation of the fact that no charge has been imposed in relation to that attempt, or**

**(ii) information that the merchant has imposed a charge (contrary to paragraph (2)) in relation to the consumer's attempt and that the consumer will be paid a refund of that charge**

In the Code 15 consultation, evidence was provided to demonstrate that in some cases, with quick turnaround competitions, a confirmation that entry was unsuccessful can be problematic as services open and close quickly. BBC Children in Need uses shared shortcodes and as such cannot close services without affecting other Merchants competitions. In response to evidence provided to the PSA they amended Code 15 to state that consumers;

*Code 15. 3.13.5*

*Competition and voting entries that are received by the merchant provider (or a third party on its behalf) outside of the times outlined in the promotion must be considered invalid. The consumer must not be charged for an invalid entry or must be refunded where a charge has been incurred. Any consumer who has made such an entry must be, **or must have already been**, informed that such an entry is invalid and will neither be entered into the competition or vote, nor charged, or informed that they will be refunded where a charge has been incurred.*

This allows Merchants to state in advance in the terms that entries received outside of competition "open" times will not be entered.

The wording of this article is also problematic as it doesn't define at what point after a promotion has closed, would it be deemed permissible to stop letting consumers know that their entry will not be valid? (What would be considered reasonable if any limit is to be placed on this - 1 hour, 1 week or 1 year?). It in effect, means that once a keyword or premium rate phone number has been used and closed, it can't be used again which is clearly not what is intended.

The current way in which the system works, and which was decided during the Code 15 consultation, would be prohibitive to alter. We would ask that the current regulatory framework in Code 15 be carried over, as there is no consumer harm in this area.

Equally, should a consumer enter after the service has closed, whilst they should not be charged their service charge, they may be charged the access charge or standard network rate, as these are not in the control of the merchant. Therefore, the current message which is

	<p>common practice to deliver to consumers does mention that if you enter late, you may not be entered and you may be charged (the charge refers to the access charge/standard network rate).</p> <p>As such, we suggest the following wording amendment:</p> <p><b><i>Suggested Article 47</i></b></p> <p><i>(4) A merchant must also provide, or already have provided, to the consumer without undue delay after the merchant becomes aware of the consumer’s attempt, or in advance of the consumer’s attempt to use the facility—</i></p> <p><b><i>(a) a confirmation of the fact that the attempt to use the facility will be/was unsuccessful, and</i></b></p> <p><i>(b) either—</i></p> <p><b><i>(i) a confirmation of the fact that no service charge will be/has been imposed in relation to that attempt, or</i></b></p> <p><b><i>(ii) information that the merchant will have/has imposed a service charge (contrary to paragraph (2)) in relation to the consumer’s attempt and that the consumer will be paid a refund of that service charge</i></b></p>
<p><b>Q14. Do you have any comments about our proposed requirements in respect of certain CPRS in chapter 7 of Part 6 our draft PRS Order?</b></p>	<p>Confidential? –Y / N</p> <p><b>1) 4.227 states;</b></p> <p>In article 49 of the draft PRS Order, we propose to prohibit merchants of the following types of CPRS from providing these services to consumers under the age of 18: (a) Chatline services; (b) Live entertainment services; (c) Remote gambling services; (d) Sexual content services; (e) <b>Subscription services</b>; and (f) Virtual chat services.</p> <p>We believe this should read;</p> <p>In article 49 of the draft PRS Order, we propose to prohibit merchants of the following types of CPRS from providing these services to consumers under the age of 18: (a) Chatline services; (b) Live entertainment services; (c) Remote gambling services; (d) Sexual content services; <b>(e) a subscription service (see article 8) comprised in a sexual content service</b> and (f) Virtual chat services.</p>
<p><b>Q15. Do you have any comments about our proposed approach to the recovery of Ofcom’s expenditure in Part 3 of the draft PRS Order?</b></p>	<p>Confidential? – Y / N</p> <p>Currently, under Code 15, charity donation revenues are exempt from Levy inclusion and we would seek confirmation that this will remain the case under the PRS Order.</p>

<p><b>Q16. Do you have any comments about our proposed approach to additional requirements on network operators in Part 7 of the draft PRS Order?</b></p>	<p>Confidential? – Y / N</p>
<p><b>Q17. Do you have any comments about our proposed requirements relating to information requirements in Part 8 of the draft PRS Order</b></p>	<p>Confidential? – <del>Y</del> / N</p> <p>It is noted that at <b>Article 57, 1 Requirements to provide information to OFCOM</b> it is stated:</p> <p><i>OFCOM may require a PRS provider to provide them with all such information as OFCOM consider necessary for the purpose of carrying out their functions under or by virtue of this Order.</i></p> <p>We would suggest that the word ‘necessary’ is subjective and that perhaps “reasonable and appropriate” would be a better fit here.</p>
<p><b>Q18. Do you have any comments about our proposal to retain current PSA data retention periods for 2 years (for consumer data) and 3 years (for DDRAC data) in Part 9 of the draft PRS Order, with a preservation requirement following an investigation being opened?</b></p>	<p>Confidential? – <del>Y</del> / N</p> <p>BBC Children in Need generally have no comments on this proposal but do not currently directly retain records of consent (the Intermediary carrying out this function). We would prefer instead to subcontract this requirement to the Intermediaries who currently perform this function under Code 15.</p>
<p><b>Q19. Do you have any comments about our proposed approach to enforcement in Part 10 of the draft PRS Order?</b></p>	<p>Confidential? – Y / N</p>
<p><b>Q20. Do you agree with our provisional assessment that our proposals are justifiable, non-discriminatory, proportionate and transparent? Please provide further information</b></p>	<p>Confidential? – Y / N</p>
<p><b>Q21. Do you agree with our implementation</b></p>	<p>Confidential? – <del>Y</del> / N</p>

**period? Please state your reasons and provide evidence to support your view?**

We believe that a minimum of 3 months is required for implementation, and should that 3 months fall over the Summer holiday period then this will not be enough time (due to staff absence and much lower resource levels).

