



Tribunal Sitting Number 134 / Case 1
Case Reference: 12868
Level 2 provider: John Francis
Type of Service: "070" Personal number service
Level 1 provider: Numbers4U Limited
Network operator: Jtech UK Limited

THIS CASE WAS BROUGHT AGAINST THE LEVEL 2 PROVIDER UNDER PARAGRAPH 4.4 OF THE CODE

BACKGROUND

Between 5 November 2012 and 28 May 2013, PhonepayPlus received 46 complaints from consumers, in relation to misleading promotions for jobs and rental properties which directly or indirectly led consumers to interact with various 070 numbers (the "**Service**"). The numbers had been allocated to the Level 2 provider John Francis by the Level 1 provider Numbers4U Limited. Calls to the numbers were charged at 50 pence per minute (plus network extras). The numbers commenced operation in September 2012 and were suspended by the Network operator on 24 March 2013.

Complaints

A number of complainants stated they had seen classified advertisements for job vacancies and rental properties. Other complainants had received an email notifying them that they had been selected to attend a job interview. The complainants were invited to telephone a 070 number directly or a mobile telephone number and upon calling the mobile number were directed to telephone a 070 number. Many consumers believed the calls to the 070 number were to a mobile number and therefore experienced bill shock. Consumers also reported being kept on hold or being asked a series of unnecessary questions in an effort to prolong the telephone call. The maximum cost incurred by a complainant was £84.51 and the average complainant spend was £33.64.

Of the 46 complaints, 30 came from consumers who had called a 070 number for a rental property or a job vacancy. These numbers were directly or indirectly promoted in classified advertisements on websites, including, Gumtree, Zoopla, RightMove and DSS Move. The Executive specifically noted the content of the following complainant accounts:

"I phoned up...regarding a flat to let...tel no 07544418863 which is a normal mobile number. The person on the phone said...to call his colleague in the office and then in gave that premium rate number [sic]...Who then took my details and said he'll arrange a viewing for this flat. He then said he'll put me on hold to enter the details on the computer. It was when I was waiting for 5-6 and hung the phone up..."

"I called an add for bar work...The person told me to contact someone else on '07053532369' immediately, I was unaware that an 070 number charges, I initially assumed it was a mobile number. I did call this number and was kept on the phone for 25 minutes being asked numerous interview questions, before they ended the call..."

"An advert was put on Gumtree about a job, there was a mobile to ring...When I called it told me to ring the number I'm complaining about as they had put the wrong number up. They did an interview on the phone...They cost me £25 for that call and said if I hung up it would lose all my info so I defiantly [sic] wouldn't get a job. I haven't heard from them since".



A further 16 complaints came from consumers who stated that they had received an email inviting them to attend a “job interview”. Consumers were directed to arrange an appointment by telephoning a 070 number. The email was entitled “Invitation to a job interview” and the Executive noted that the email address, sender and 070 number differed according to who it was sent to. The Executive relied on the following complainant accounts:

“Being in receipt [sic] of a email, as a job seeker I have phone this number three times & held waiting in a 'que' [sic] on checking with the company named ...I was advised this is a total scam...”

“I received [sic] an email...asking to phone this number. It became apparent that I have not talked to this "agent" and there is no job interview to arrange...”

“My Daughter age 17 was applying for jobs online in our local area (Barnsley South Yorkshire) she received an email...wanting her to contact them regarding an interview she phoned them 5 times over a 2 day periodbut was put on hold a total of 50.4 minutes and a total cost of £32.76”.

The Executive noted that none of the complainants who responded to the classified advertisements or email promotions obtained a rental property or were offered employment.

Monitoring

Throughout the investigation, the Executive attempted to monitor the Service but on each occasion the 070 numbers repeatedly rang with no answer, or were disconnected.

The Executive took a sample of the complainant accounts, and conducted an internet search utilising the references that had been provided. The listings were no longer active. As a result, the Executive was only able to see cached results. The Executive obtained a Gumtree job listing (**Appendix A**), a DSS Move rental property listing (**Appendix B**) and a Rightmove rental property listing (**Appendix C**).

The Investigation

The Executive conducted this matter as a Track 2 investigation in accordance with paragraph 4.4 of the PhonepayPlus Code of Practice (12th Edition) (the “**Code**”).

The Executive sent a breach letter to the Level 2 provider on 28 August 2013. Within the breach letter the Executive raised the following breaches of the Code:

- Paragraph 3.9.2 – Appropriate use of a number range
- Rule 2.3.2 – Misleading
- Rule 2.3.10 – Vulnerability
- Rule 2.2.5 – Pricing
- Rule 2.2.1(a) – Provision of information
- Rule 2.4.2 – Consent to market

The Level 2 provider did not respond to the breach letter. On 19 September 2013, the Tribunal reached a decision on the breaches raised by the Executive.

SUBMISSIONS AND CONCLUSIONS

PRELIMINARY ISSUE

The use of 070 numbers



The Tribunal noted the content of PhonepayPlus Guidance on “The appropriate use of number ranges” (the “**Guidance**”). The Guidance states:

Paragraph 2.3

“List of non-premium rate numbers which will fall under PhonepayPlus’ regulation where ‘inappropriate use’ (misuse) is deemed to have occurred:

- 070x – this number range is primarily used for personal ‘follow me’ services. They are defined by Ofcom as: “enabling End-Users to be called or otherwise contacted, using a single Personal Telephone Number, and to receive those calls or other communications at almost any Telephone Number, including Mobile Numbers”. For example, plumbers or locksmiths might use them as a single point of contact and have calls diverted to different mobile phones, or landlines, at different times.”

Paragraph 2.4

“070 numbers cost the caller up to 50p per minute to call from a BT landline. PhonepayPlus only regulates 070 numbers in situations where: a) they are found to offer premium rate-style services and/or there is evidence of misuse; and b) where the cost of the call exceeds 10p per minute.”

The Tribunal noted that during correspondence the Level 2 provider stated that it had allocated the 070 numbers to an end user who had used them for auctions and online selling. The Level 2 provider produced an unsigned contract between a company called “Surecall” and the named end user. The contract contained a poor quality copy of a driving licence, which was virtually illegible and a telephone bill, both in the name of the purported end user.

The Tribunal noted that following the above correspondence the Level 2 provider ceased co-operation with the Executive and did not provide any answers to further queries regarding the purported end user, provide a clear copy of the purported end user’s identification documents and/or any documentary evidence in support of its assertion that the purported end user existed. Further, the Level 2 provider failed to provide any evidence in support of its assertion that the 070 numbers had a legitimate use. In addition, the Tribunal noted that the Level 1 provider had appeared to provide contradictory evidence regarding the use of the 070 numbers.

The Tribunal noted the content of the 46 complaints and commented that generally the complaints were consistent and appeared to indicate that the 070 numbers were used in a way that resulted in complainants inadvertently incurring large charges.

The Tribunal noted that the 070 numbers received an unusually high number of calls and as a result had generated high revenues. Further, the cost of the 070 number rental cost detailed in invoices appeared to be significantly in excess of the expected rental cost.

In the absence of credible evidence of the 070 numbers being used for a legitimate purpose and/or the Level 2 provider not being the end user and as a result of all the evidence before it, including, the consistent and detailed complainant accounts, the Tribunal concluded that, on the balance of probabilities, the 070 numbers had been used as part of a scam designed to generate revenue and therefore had been misused. The Tribunal noted that the numbers had been used to provide a service and was akin to a premium rate service.

ALLEGED BREACH 1

Paragraph 3.9.2

Where certain premium rate number ranges, shortcodes or other means of access to services have been designated by either Ofcom or a Network operator for use only for particular purposes or for the



provision of particular categories of service, or where Ofcom or a Network operator has restricted certain premium rate number ranges, shortcodes or other means of access to services from being used for particular purposes or for the provision of particular categories of service, those number ranges, shortcodes or means of access must not be used in contravention of these restrictions. Ofcom's designations will have precedence over any issued by a Network operator.

1. The Executive submitted that the Level 2 provider had acted in breach of paragraph 3.9.2 of the Code as a result of the 070 numbers being used in contravention of Ofcom's number designation.

The Executive relied on the Guidance, as outlined in the "Preliminary issues" section above, and Ofcom's "Personal numbering guidance" and "The national telephone numbering plan".

The Executive noted that during written correspondence with the Level 1 and Level 2 providers, it was informed that the 070 numbers were used for auctions and online selling. The Executive accepted that this could be a legitimate use of a 070 number. However, the Executive submitted that the complainant accounts (outlined in the "Background" section above) were wholly inconsistent with the Level 2 provider's explanation. Further, despite express requests from the Executive, the Level 2 provider had failed to provide credible evidence in support of its assertion that the 070 numbers had a legitimate use.

The Executive noted that the complainant call logs supported the complainants' account of lengthy and/or repeated telephone calls. In one case, a complainant telephoned one of the 070 numbers, 15 times in a 12 day period. The longest call was for 60 minutes and 53 seconds. In another case, a complainant called one of the numbers 38 times in one day. Each call lasted for a few seconds. The Executive asserted that the unusual call pattern was evidence that the 070 numbers were not used as stated by the Level 2 provider and were part of an underlying scam designed to generate revenue.

The Executive accordingly submitted that the number range was not operated in accordance with Ofcom's designation and instead was misused as part of a scam. The Executive submitted that for the reasons outlined above paragraph 3.9.2 of the Code had been breached.

2. The Level 2 provider failed to provide a response to the breach letter.

During the course of the preliminary investigation, the Level 2 provider corresponded with the Executive. It stated that it was involved in private and government auctions and that the 070 numbers were used by "dealers" for online selling. The Level 2 provider stated it had allocated the numbers to a named end user who was responsible for the operation of the numbers. The Level 2 provider stated that its only involvement was to supply the auction items for the named end user. The Level 2 provider asserted that it had signed a contract with the Level 1 provider for the supply of the 070 numbers on the basis that the numbers would be used for "number resell associated with auctions".

In later correspondence, the Level 2 provider reiterated that the numbers were used for auctions and that it had worked with the named end user. The Executive requested documentary evidence of the auction listings but the Level 2 provider replied by stating that the listings in the UK had expired and new listings were now in Ghana. The Executive received no further correspondence from the Level 2 provider.



- The Tribunal considered the evidence including the Level 2 provider's written responses. The Tribunal noted the absence of evidence in support of the Level 2 provider's assertion that the 070 numbers were used for legitimate purposes. The Tribunal noted that the Level 2 provider had ceased to co-operate with the Executive and failed to respond to the breach letter. In the absence of credible evidence of the 070 numbers being used for a legitimate purpose and/or the Level 2 provider not being the end user and, as a result of all the evidence before it, including, the consistent and detailed complainant accounts, the Tribunal concluded that, on the balance of probabilities, the 070 numbers had been used as part of a scam designed to generate revenue and therefore had been misused.

As a result, the Tribunal found that the 070 numbers were not operated in accordance with Ofcom's designation. Accordingly, the Tribunal found that for the reasons advanced by the Executive a breach of paragraph 3.9.2 of the Code had occurred and upheld the breach.

Decision: UPHELD

ALLEGED BREACH 2

Rule 2.3.2

Premium rate services must not mislead or be likely to mislead in any way.

- The Executive submitted that the Level 2 provider had breached rule 2.3.2 of the Code as consumers were misled or likely to have been misled by the promotion and operation of the Service.

The Executive relied on the complainants' accounts and the monitoring outlined in the "Background" section. The Executive submitted that consumers were directed to telephone the 070 numbers after viewing online promotions that appeared to offer genuine and legitimate job or house rental opportunities or an email purporting to offer a job interview. The Executive asserted that once consumers had telephoned the 070 numbers they continued to be misled into believing there was a genuine and legitimate employment opportunity or property to rent as a result of extended questioning from the call recipient.

Further, the Executive noted that some complainants stated that when they called one of the 070 numbers they were connected to an interactive voice response system ("IVR") for the recruitment company "Team Recruit". The Executive's investigation revealed that "Team Recruit Limited" was in liquidation and winding up orders were dated 27 March 2009. Internet searches highlighted that many consumers had mistakenly believed that "Team Recruit" was linked to "Team Recruitment", an entirely separate legal entity. "Team Recruitment" informed the Executive that it had received a number of complaints from consumers who believed they had telephoned their company, when that was not the case.

One complainant reported viewing a rental property advertisement on the Rightmove website which appeared to be promoted by a company called Luton Estates. The Executive's enquiries revealed that Rightmove had also received complaints and, after an investigation, neither the Executive nor Rightmove were able to locate a genuine company. Therefore the Executive submitted that it was highly unlikely that the rental properties existed.

Similarly, the Executive was unable to establish that there was a legitimate recruitment company called "Team Recruit", which indicated that it was highly unlikely that there had been any job opportunities available. The Executive submitted that the complainants' accounts demonstrated that the 070 numbers were used in a scam solely to generate illegitimate revenue.



The Executive accordingly submitted consumers interacted with the numbers as a result of intentionally misleading statements in the classified advertisements and emails in breach of rule 2.3.2 of the Code.

2. The Level 2 provider failed to provide a response to the breach. The Level 2 provider's response to pre-breach letter correspondence with the Executive is set out in the Level 2 provider's response to the breach of paragraph 3.9.2 of the Code.
3. The Tribunal considered the evidence, including the detailed complainant accounts. In particular, the Tribunal noted that some consumers had been led to call the 070 numbers as a result of promotional material which explicitly stated that a consumer had obtained a job interview. The Tribunal commented that individual and personalised emails were particularly and intentionally misleading. Further, the Tribunal commented that there was no evidence that any job or rental opportunities existed. As a result, the Tribunal found that the Service was a scam and that consumers had been misled for the reasons given by the Executive. Accordingly, the Tribunal upheld a breach of rule 2.3.2 of the Code.

Decision: UPHELD

ALLEGED BREACH 3

Rule 2.3.10

Premium rate services must not seek to take advantage of any vulnerable group or any vulnerability caused to consumers by their personal circumstances.

1. The Executive submitted that the Level 2 provider had breached rule 2.3.10 of the Code as the nature of the promotions took advantage of consumers who were vulnerable as a result of their personal circumstances.

The Executive asserted that the promotions which led to consumers interacting with the 070 numbers appealed to those looking for low skilled employment, or affordable housing particularly suitable for those in receipt of housing benefits. The Executive asserted that people seeking low skilled employment and/or rental accommodation who are in receipt of housing benefit are likely to be in difficult financial circumstances and therefore vulnerable. The complaint evidence received by PhonepayPlus supported the Executive's submission that the nature of the promotional material for the Service took advantage of people in difficult financial circumstances. One complainant stated that he was in receipt of job seekers allowance and that it was extremely difficult for him to pay the charges incurred as a result of telephoning the 070 number. Another stated:

"I've been out of work since Christmas and im trying my hardest to find a job to pay my bill not to ring an advert about a job to fine [sic] ive been charged over £29.65 pound" [The complaint was logged in May 2013].

Consequently, the Executive submitted that the nature of the promotional material appealed and sought to take advantage of a vulnerable group. The Executive accordingly submitted that for the reasons outlined above rule 2.3.10 of the Code had been breached.

2. The Level 2 provider failed to provide a response to the breach. The Level 2 provider's response to pre-breach letter correspondence with the Executive is set out in the Level 2 provider's response to the breach of paragraph 3.9.2 of the Code.



3. The Tribunal considered the evidence. The Tribunal commented that those looking for employment and/or accommodation are not necessarily vulnerable per se. However, on the evidence before it, the nature and placement of the promotions which led consumers to interact with the 070 numbers were likely to be attractive to people who had limited financial means, many of whom were or were likely to be unemployed and in receipt of welfare benefits. Given the difficult circumstances they found themselves in they were therefore a vulnerable group. The Tribunal noted that encouraging consumers of limited means into calling a valueless service clearly took advantage of a vulnerable group. The Tribunal commented that sending an unemployed individual seeking work an email informing them that they had a job interview was a particularly serious example of targeting a vulnerable group. Accordingly, for the reasons set out above and advanced by the Executive the Tribunal upheld a breach of rule 2.3.10 of the Code.

Decision: UPHELD

ALLEGED BREACH 4

Rule 2.2.5

In the course of any promotion of a premium rate service, written or spoken or in any medium, the cost must be included before any purchase is made and must be prominent, clearly legible, visible and proximate to the premium rate telephone number, shortcode or other means of access to the service.

1. The Executive submitted that the Level 2 provider had breached rule 2.2.5 of the Code as the Level 2 provider misused 070 numbers by purporting to provide a service and generate revenue but did not inform consumers, at any point, of the cost of calling the Service (50 pence per minute plus network extras).

The Executive relied on the PhonepayPlus Guidance on “Promotions and promotional material”. The Guidance states:

Paragraph 2.1

“Pricing information is one of the fundamental pieces of information that promotional material for PRS must display. This is to ensure that consumers are fully and clearly informed of how much the premium rate service is likely to cost them, before they commit to purchase.”

The Executive submitted that none of the complainants reported being advised of the cost of calling the 070 numbers during the promotions or at the commencement of the telephone call. The first time the complainants were notified of the charges was when they received a telephone bill.

Accordingly, the Executive submitted that consumers were not informed of the cost of calling the 070 numbers. Therefore the Executive submitted that rule 2.2.5 had been breached.

2. The Level 2 provider failed to provide a response to the breach. The Level 2 provider's response to pre-breach letter correspondence with the Executive is set out in the Level 2 provider's response to the breach of paragraph 3.9.2 of the Code.
3. The Tribunal considered the Executive's submissions and the evidence before it. The Tribunal noted that the cost of the Service was not included in any of the promotions. As a result and for the reasons advanced by the Executive, the Tribunal upheld a breach of rule 2.2.5 of the Code.



Decision: UPHELD

ALLEGED BREACH 5

Rule 2.2.1(a)

Consumers of premium rate services must be fully and clearly informed of all information likely to influence the decision to purchase, including the cost, before any purchase is made.

- (a) Promotional material must contain the name (or brand if part of the name) and the non-premium rate UK contact telephone number of the Level 2 provider of the relevant premium rate service except where otherwise obvious.

1. The Executive submitted that the Level 2 provider had breached rule 2.2.1(a) of the Code because the 070 numbers had been used to operate a service akin to a premium rate service but promotions of the 070 number did not contain the name and non-premium rate UK telephone number of the Level 2 provider.

The Executive detailed the definition of a promotion under paragraph 5.3.29 of the Code which states:

“Promotion’ means anything where the intent or effect is, either directly or indirectly, to encourage the use of the premium rate services, and the term ‘promotional material’ shall be construed accordingly”.

The Executive asserted that the online classified advertisements (**Appendices A, B and C**) and the email entitled “Invitation to a job interview” containing the 070 number were both promotions pursuant to the definition in paragraph 5.3.29. The promotions did not contain the name of the Level 2 provider. In some cases complainant’s referred to an IVR that stated it was a recruitment company called “Team Recruit”. The Executive submitted that this was simply a fictitious name and not the genuine identity of the Level 2 provider. Accordingly, the Executive stated that for the reasons outlined above rule 2.2.1(a) had been breached.

2. The Level 2 provider failed to provide a response to the breach. The Level 2 provider’s response to pre-breach letter correspondence with the Executive is set out in the Level 2 provider’s response to the breach of paragraph 3.9.2 of the Code.
3. The Tribunal considered the evidence and in particular the complainant accounts and Executive’s monitoring, outlined above in the “Background” section. The Tribunal noted that the name and contact details of the Level 2 provider were not provided in the promotional material. The Tribunal upheld a breach of rule 2.2.1(a) of the Code for the reasons outlined by the Executive.

Decision: UPHELD

ALLEGED BREACH 6

Rule 2.4.2

Consumers must not be contacted without their consent and whenever a consumer is contacted the consumer must be provided with an opportunity to withdraw consent. If consent is withdrawn the consumer must not be contacted thereafter. Where contact with consumers is made as a result of information collected from a premium rate service, the Level 2 provider of that service must be able to provide evidence which establishes that consent.



1. The Executive submitted that the Level 2 provider had breached rule 2.4.2 of the Code as consumers had been contacted without their consent when they were sent an unsolicited email encouraging them to call a 070 number to access a scam service.

The Executive relied on the complainant accounts outlined in the “Background” section above. Many complainants received an email, informing them they had been successful in obtaining a job interview and they were invited to telephone a 070 number to arrange an appointment.

The Executive noted that many complainants accepted that they had registered with a number of recruitment agencies and online job websites. It was inherently difficult for the Executive to isolate one particular source because often the complainants had registered with a variety of companies. Likewise, it was very difficult for the Executive to identify the source of the email. However, the Executive asserted that on the balance of probabilities, due to the consistency of the complainant accounts, emails were sent to consumers. The Executive accepted it was a possibility that consumers had registered with a specific job website but it submitted that such consumers would only have consented to receive legitimate marketing material. The Executive further asserted that consumers would not have consented to receive an email that sought to perpetrate a scam.

The Executive accordingly submitted that for the reasons outlined above rule 2.4.2 had been breached.

2. The Level 2 provider failed to provide a response to the breach. The Level 2 provider’s response to pre-breach letter correspondence with the Executive is set out in the Level 2 provider’s response to the breach of paragraph 3.9.2 of the Code.
3. The Tribunal considered the evidence and, in particular, the content of the complainant accounts and the lack of evidence to establish that consent had been obtained. The Tribunal concluded that complainants had not given their consent to being contacted for the purpose of a scam. The Tribunal found that it was feasible that consumers had given consent for contact to specific companies regarding certain job opportunities but it was clear that consumers had not consented to receive scam emails and, in light of the fact that consent must be informed it was clear that there had been a breach of rule 2.4.2. Accordingly, for the reasons outlined by the Executive, the Tribunal upheld a breach of rule 2.4.2.

Decision: UPHELD

SANCTIONS

Initial Overall Assessment

The Tribunal's initial assessment of the breaches of the Code was as follows:

Paragraph 3.9.2 – Appropriate use of a number range

The initial assessment of paragraph 3.9.2 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Service was designed with the specific purpose of generating revenue streams for an illegitimate reason.
- The Service purported to provide a service that does not, and has never existed (i.e. a scam) and sought to leverage vulnerable consumers in order to generate an income.

Rule 2.3.2 – Misleading

The initial assessment of rule 2.3.2 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Service was designed with the specific purpose of generating revenue streams for an illegitimate reason.
- The Service purported to provide a service that does not, and has never existed (i.e. a scam) and sought to leverage vulnerable consumers in order to generate an income.

Rule 2.3.10 – Vulnerability

The initial assessment of rule 2.3.10 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Service was designed with the specific purpose of generating revenue streams for an illegitimate reason.
- The Service purported to provide a service that does not, and has never existed (i.e. a scam) and sought to leverage vulnerable consumers in order to generate an income.

Rule 2.2.5 – Pricing

The initial assessment of rule 2.2.5 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Service was designed with the specific purpose of generating revenue streams for an illegitimate reason.
- The Service purported to provide a service that does not, and has never existed (i.e. a scam) and sought to leverage vulnerable consumers in order to generate an income.

Rule 2.2.1(a) – Provision of information

The initial assessment of rule 2.2.1(a) of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Service was designed with the specific purpose of generating revenue streams for an illegitimate reason.
- The Service purported to provide a service that does not, and has never existed (i.e. a scam) and sought to leverage vulnerable consumers in order to generate an income.

Rule 2.4.2 – Consent to market

The initial assessment of rule 2.4.2 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Service was designed with the specific purpose of generating revenue streams for an illegitimate reason.
- The Service purported to provide a service that does not, and has never existed (i.e. a scam) and sought to leverage vulnerable consumers in order to generate an income.

The Tribunal's initial assessment was that, overall, the breaches were **very serious**.

Final Overall Assessment

The Tribunal found no aggravating or mitigating factors. The Level 2 provider's revenue in relation to the Service was towards the lower end of the range of Band 4 (£50,000 - £100,000).

The Tribunal concluded that the seriousness of the case should be regarded overall as **very serious**.



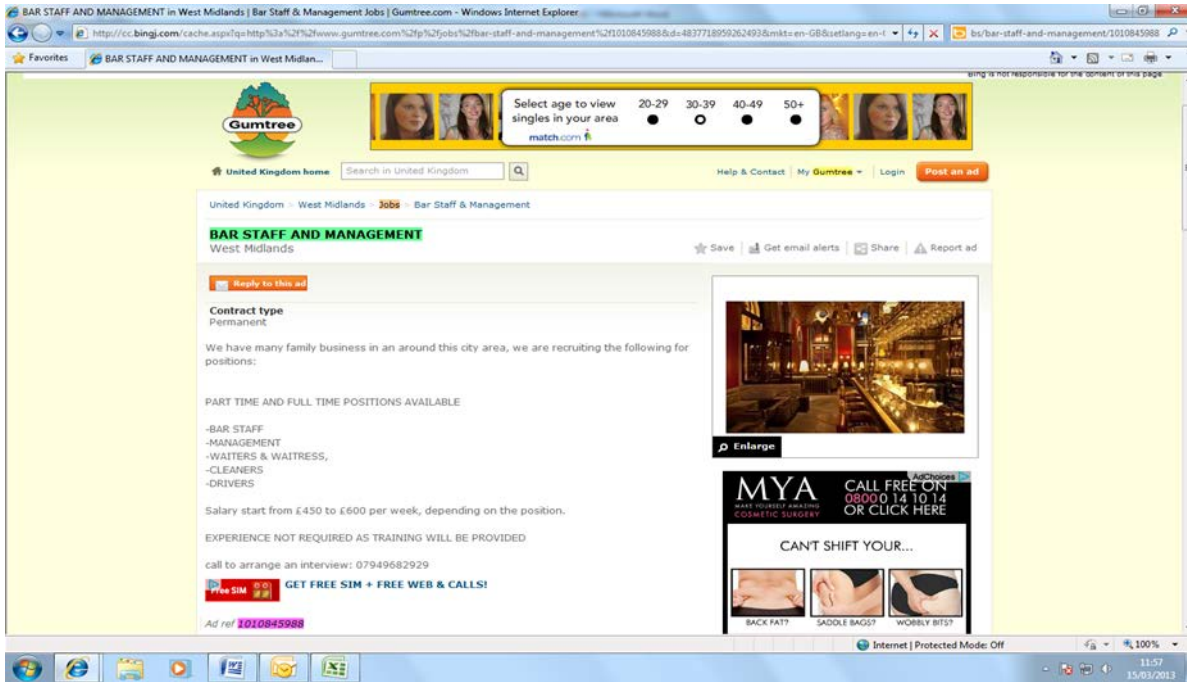
Sanctions Imposed

Having regard to all the circumstances of the case, the Tribunal decided to impose the following sanctions:

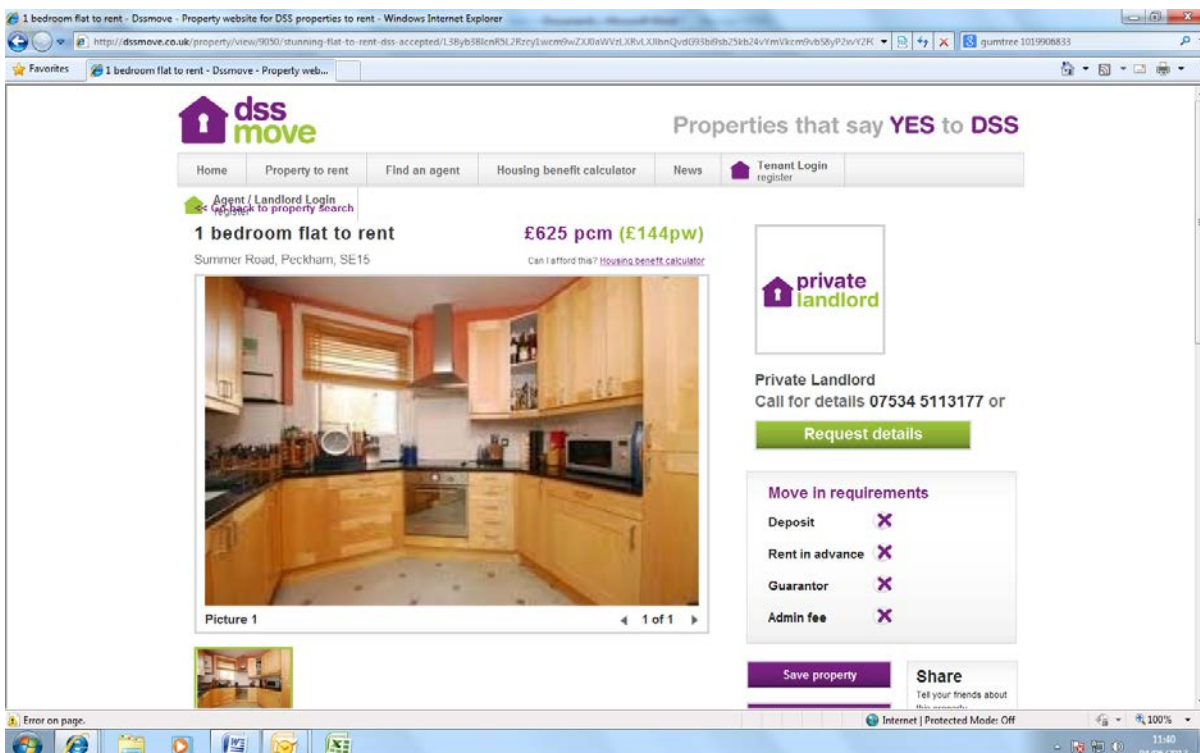
- a formal reprimand;
- a fine of £75,000; and
- a requirement that the Level 2 provider make refunds, within three months, to all consumers who have used the Service for the full amount spent, regardless of whether or not they have claimed a refund. Refunds should be directly credited to the users' mobile accounts and the Level 2 provider must provide evidence to PhonepayPlus that the refunds have been made.

Appendices

Appendix A: Screenshot from the Executive’s monitoring of a cached “Gumtree” job listing:



Appendix B: Screenshot from the Executive’s monitoring of a cached “DSS move” rental property listing:





Appendix C: Screenshot from the Executive's monitoring of a cached "Rightmove" rental property listing:

