

Tribunal meeting number 184 / Case 1

Case reference: 72422
Level 2 provider: Live Communications Ltd (UK)
Type of service: Hot4SexyBabes glamour video subscription service
Level 1 provider: Veoo Ltd (UK); Zamano Solutions Limited (UK)
Network operator: All Mobile Network operators

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

BACKGROUND

The case concerned a glamour video subscription service, charged at £3 per week, under the brand name “Hot4SexyBabes”, operating on shortcodes 85878, 82999, 85223 and 88150 (the “**Service**”).

The Level 2 provider for the Service was Live Communications Limited (the “**Level 2 provider**”). The Level 2 provider has been registered with PhonepayPlus since 26 July 2011.

The Level 1 provider for Service shortcode 85878 was Zamano Solutions Limited (“**Zamano**”). Zamano has been registered with PhonepayPlus since 3 June 2011. The Level 1 provider for Service shortcodes 82999, 85223 and 88150 was Veoo Ltd (“**Veoo**”). Veoo has been registered with PhonepayPlus since 17 August 2011.

The Service

The Level 2 provider confirmed that the Service commenced operation in November 2013 and was operational as at 13 April 2016. Zamano confirmed that the Service commenced operation on shortcode 85878 in November 2013. Veoo confirmed that the Service commenced operation on shortcode 82999 on 16 January 2015. Veoo also confirmed that the Service commenced operation on shortcode 85223 on 19 August 2015. Veoo did not confirm the dates of operation for the Service on shortcode 88150.

The Executive noted from message logs supplied by the Level 2 provider that users of the Service opted in to the Service on shortcode 85878 and that some Service users were migrated to Service shortcodes 82999, 85223 or 88150. Further, the Executive noted that the partial user migration from shortcode 85878 to shortcodes 82999, 85223 or 88150 was staggered over a period of time.

The Level 2 provider supplied the following summary of the promotion and operation of the Service:

“Since this service started we have had 2 methods in which customers can activate this service which is MO opt in and mobile internet based opt in with most of our subscribers being mobile internet based opt in subscribers. Since receiving the Track 1 Procedure on Case Ref: 34007 we have changed the way our mobile internet based opt in subscribers can subscribe to the service. We now use the online version of

GoVerify It, which provides a full robust verification of the opt ins to this service. The service flow also changed when we started using the online version on GoVerify it. I have provided a summary below on both the old and new mobile internet based opt in methods.

Old (Offline GoVerify It):

This service initiated when a customer clicks on one of our banner adverts and is forwarded to our landing page, which is hosted by GoVerify It. Once on the landing page the customer is asked to enter their mobile number into a box to view our videos, once entered the customer is sent a free WAP push message which, when opened, asks the customer click enter to subscribe to the service. Once these steps have been completed the customer is now subscribed to the service and receives a join message.

New (Online GoVerify It):

This service initiated when a customer clicks on one of our banner adverts and is forwarded to our landing page, which is hosted by GoVerify It. Once on the landing page the customer is asked to enter their mobile number into a box to view our videos, once entered the customer is sent a free message by GoVerify It and asked to enter the pin back on the landing page. Once these steps have been completed the customer is now subscribed to the service and receives a join message.


The terms and conditions of this service have always been the same and I have provided them below for your records.

“You must be over 18 years of age to use this subscription service. Service costs £3 per week for unlimited downloads of all videos and pictures. You can stop at anytime by texting STOP to 85878. Service Provided by: LiveCommunications Ltd. Support Helpline: 08000148873.” [sic]

Included below are examples of the promotional material supplied by the Level 2 provider:

FREE VIDEOS FOR 7 DAYS



hot4sexybabes



PLEASE ENTER YOUR **MOBILE NUMBER**
TO VIEW OUR VIDEOS BELOW

CLICK TO SUBMIT

TERMS AND CONDITIONS
You must be over 18 years of age to use this subscription service. Service costs £3 per week for unlimited downloads of all videos and pictures. You can stop at anytime by texting STOP to 85878. Service Provided by: LiveCommunications Ltd. Support Helpline: 08000148873.

PLUS MUCH MORE...

PLEASE ENTER YOUR **MOBILE NUMBER**
TO VIEW OUR VIDEOS BELOW

CLICK TO SUBMIT

TERMS AND CONDITIONS
You must be over 18 years of age to use this subscription service. Service costs £3 per week for unlimited downloads of all videos and pictures. You can stop at anytime by texting STOP to 85878. Service Provided by: LiveCommunications Ltd. Support Helpline: 08000148873.

Summary of complaints

The Executive received 199 complaints concerning the Service from 17 March 2015 to 29 March 2016. Complainants variously alleged that the Service charges were unsolicited.

A sample of complainant accounts is provided below:

"ive been getting texts messages from the number above they are hot4sexybabes. I have never subscribed to nor would I ever, but I find them highly offensive. i have text STOP now twice but still get them. also so far they have cost me £12.50p in extra charges .I never open them but still am charged." [sic]

"I received a text from these people saying I had subscribed to their service and would be charged £3 per week unless I opted out. On checking my phone bill I found I had been charged £3 per week since 25th December. On phoning my provider I got the contact details for the company and contacted them requesting they stop and refund me. They claimed I have subscribed by opting in." [sic]

"I have never signed up to the above named service.
Tried to contact the free contact number, which has no answer to it."

“Service was never requested on this number. All content was never wanted by service. STOP has been sent several times to stop content sms but sms still come through.” [sic]

“Never signed up to this service or know what it is. Ignored it thinking it was spam but each message appears on my bill at £3. Received 9 messages so far, now blocked. This must be fraud ? Mailed company for full refund & compensation but no reply so far.” [sic]

“I have no idea what this service is/does or why I receive it! I am very careful of what I sign up for and never sign up for mobile things. I have only discovered today that I have been charged FOR MONTHS! At over £!0 per month! I do not use whatever service this is and want a full refund, and for this to stop - I do not know how to stop it!” [sic]

Complainant text message logs

As part of the standard request for information process, the Level 2 provider supplied text message logs for 193 out of the 199 complaints received. The Executive noted from text message logs supplied by the Level 2 provider that:

- there was a high failure rate of chargeable Service messages following the purported consumers' opt-in; and
- the delivery status for Service messages was unclear.

In these logs, failed messages occurred from the date of the complainants' purported opt-in. The failed messages were later followed by successfully delivered chargeable messages.

Where the purported opt-in occurred on shortcode 85878, all but six logs indicated a 100% message failure rate immediately after the purported opt-in. For these logs, chargeable messages were only successful some months after the purported opt-in.

The message logs supplied by the Level 2 provider from March 2015 to August 2015 showed unsuccessful messages with the status 'FAILED'. The message logs supplied by the Level 2 provider from September 2015 onwards showed unsuccessful messages with the status 'SENT'.

Complainant responses to Executive questionnaire

In light of the high number of failed messages identified by the Executive in the complainants' text message logs and the possible explanations offered by the parties in the value chain for the failed messages, on 23 February 2016 the Executive contacted 173 complainants (the total number of complaints received by PhonepayPlus about the Service as at that date) with the following series of questions:

“Is the mobile phone that received the chargeable text messages on contract or pay-as-you-go?”

If the mobile phone that was charged is pay-as-you-go, please advise whether you regularly / always had more than £3 credit on your mobile phone?

Please advise whether the mobile phone that received the chargeable messages was regularly switched off and/or had no mobile signal for long periods of time (i.e. for more than several days)?

Please advise whether you transferred your mobile number between mobile telephone companies in the six months before you received the chargeable text messages? If yes, please confirm if you experienced long periods with no signal and/or difficulty in sending and receiving text messages.”

In addition the complainants were sent a copy of the screenshots shown above and asked whether they recalled viewing and/or interacting with it or a similar service promotion.

As at 13 April 2016, the Executive had received responses to the questionnaire from 57 complainants. Below is a breakdown of the complainant responses:

Question	Response	Comments
Is the mobile phone that received the chargeable text messages on contract or pay-as-you-go?	52 respondents confirmed they were on contract 3 respondents confirmed they were on pay-as-you-go (see question 2 below)	2 of the respondents did not respond to this question
If the mobile phone that was charged is pay-as-you-go, please advise whether you regularly / always had more than £3 credit on your mobile phone?	1 pay-as-you-go respondent advised they did not always have £3 credit on his mobile phone. 2 pay-as-you-go respondents advised they always had more than £3 credit on their mobile phone	
Please advise whether the mobile phone that received the chargeable messages was regularly switched off and/or had no mobile signal	48 respondents advised their mobile phone was not regularly switched off and/or had no mobile phone signal 3 respondents advised their phone was switched off	6 respondents did not respond to this question

for long periods of time (i.e. for more than several days)?	and/or they had no mobile signal for long periods of time	
Please advise whether you transferred your mobile number between mobile telephone companies in the six months before you received the chargeable text messages? If yes, please confirm if you experienced long periods with no signal and/or difficulty in sending and receiving text messages	45 respondents advised they had not transferred between mobile companies 2 respondent advised they had transferred between mobile companies.	10 respondents did not respond to this question. Of the 2 respondents who had transferred between mobile companies, 1 reported having bad signal.
Please advise if you recall viewing and interacting with the attached, or a similar, promotion?	52 respondents advised that they did not view / interact with the Service promotion	4 of the respondents either did not respond or comment on the promotional material. 1 respondent advised that they had viewed the promotion after clicking on a link.

Previous Track 1 procedure

The Level 2 provider had a prior informal dealing with PhonepayPlus. On 9 January 2015, the Level 2 provider accepted a Track 1 action plan in respect of a breach of rule 2.3.3 of the Code, as the Level 2 provider accepted that it did not hold robust verification to establish consumers' consent to be charged until January 2015. On 22 January 2015, the Level 2 provider confirmed that it had implemented the required actions and had engaged the services of a third party verifier to provide robust evidence of consent to charge.

The breach allegations raised in this case relied on evidence gathered from complainants who first contacted the Executive after the Track 1 procedure was finalised.

The investigation

The Executive conducted this matter as a Track 2 investigation in accordance with paragraph 4.4 of the PhonepayPlus Code of Practice (13th Edition).

The Executive sent a breach letter to the Level 2 provider on 13 April 2016. Within the breach letter the Executive raised the following breaches of the PhonepayPlus Code of Practice (the "**Code**"):

- Paragraph 4.2.4 – Provision of false information to PhonepayPlus
- Rule 2.3.3 – Consent to charge
- Rule 3.12.5 – Subscription reminders

The Level 2 provider responded on 5 May 2016. On 26 May 2016, the Tribunal, having heard informal representations made on behalf of the Level 2 provider, reached a decision on the breaches raised by the Executive.

The Tribunal considered the following evidence in full:

- The complainants' accounts;
- Correspondence between the Executive and the Level 2 provider (including directions for information and the Level 2 provider's responses including supporting documentation);
- Correspondence between the Executive and the Level 1 providers (including message logs for the complainants);
- Correspondence between the Executive and the Verifier;
- Correspondence between the Executive and a third party verifier;
- Complainant message logs from the Level 2 provider;
- The Notice of Specified Service Charges and Duration of Calls published in accordance with paragraph 3.12.6 of the 13th Code of Practice; and
- The breach letter of 13 April 2016 and the Level 2 provider's response of 5 May 2016 including attachments.

SUBMISSIONS AND CONCLUSIONS

ALLEGED BREACH 1

Paragraph 4.2.4 – Provision of false information to PhonepayPlus

"A party must not knowingly or recklessly conceal or falsify information, or provide false or misleading information to PhonepayPlus (either by inclusion or omission)."

1. The Executive asserted that the Level 2 provider had breached paragraph 4.2.4 of the Code because message logs supplied by the Level 2 provider were false and misleading.
 - i. Chargeable Service messages described as 'failed' or 'sent' in the Level 2 provider message logs were not sent (or attempted to be sent) to complainants

The Executive relied on correspondence exchanged with the Level 2 provider, the Level 1 providers, the Verifier, complainant accounts (which are referenced in the 'Background' section above), complainant questionnaire responses and text message logs.

The Executive noted that the complaints received by PhonepayPlus following the Track 1 procedure spanned the period between March 2015 to March 2016. Further, it noted from complainant text message logs supplied by the Level 2 provider that the apparent opt-in date for those complainants was consistently shown in all message logs as occurring between August

2014 and October 2014, regardless of when the complaint was received. Yet in the complainant message logs the date of the first successfully charged Service message was significantly later than the purported date of Service opt-in.

As set out in the 'Background' section above, the Executive noted that it was common for complainant text message logs to show several months of unsuccessful Service messages prior to the issuing of successfully charged Service messages. The Executive understood that consumers that only received failed messages following their opt-in would not have been charged.

The Executive had noted from the message logs supplied by the Level 2 provider that the Service messages were variously described as 'FAILED', 'BILLED', 'SENT', 'ACCEPTED' or 'FAIL'. The Executive sought clarification from the Level 2 provider on the meaning of the aforementioned statuses and received the following response:

"FAILED = the messages have completely failed during the process of delivering them to the end user, this can be from the very start of us sending them to the delivery of them to the end users handset.

BILLED = the messages have been successfully delivered to the end user and they have been correctly billed and a delivery receipt has been received.

FAIL = there is no active positive delivery report of the messages again this can be from the very start of us sending them to the delivery of them to the end users handset.

SENT = The messages have been sent and have no communication back from either the Level 1 provider, the Network or the end users handset.

Accepted = the messages have been accepted by the Level 1 but we have no more feedback thereafter or delivery receipt for them." [sic]

The Executive noted from the Level 2 provider's response that messages listed as 'SENT', 'FAIL' and 'ACCEPTED' were pending, as a positive message delivery receipt / response had not been received from the aggregator meaning that the messages had not been received by consumers. The Executive noted that this was also reflected in the text message logs provided by Zamano.

A summary of two example message logs is provided below:

Level 2 provider message log for mobile number *****226

The Executive noted that the provided log showed that the initial opt-in to the Service occurred on 13 September 2014. The subscription confirmation message stated:

"FreeMsg:u have joined Hot4SexyBabes pics and Vids for £3 per week. Text stop to 85878 to stop. Helpline: 08000148873"

The Executive noted that following the above entry in the message log and prior to 4 April 2015, the status of all chargeable Service messages was listed as either 'FAILED' or 'SENT'. The first

Service message listed as 'BILLED' occurred after the Service had migrated from Zamano to Veoo was delivered on 4 April 2015, almost seven months after the purported opt-in date.

Level 2 provider message log for mobile number *****205

The Executive noted that the provided log shows that initial opt-in to the Service occurred on 6 September 2014. The subscription confirmation message stated:

"FreeMsg:u have joined Hot4SexyBabes pics and Vids for £3 per week. Text stop to 85878 to stop. Helpline: 08000148873"

The Executive noted that following the above entry in the message log, the status of all chargeable Service messages was listed as either 'FAILED' or 'SENT'. The first message listed as 'BILLED' was delivered on 11 July 2015, more than nine months after the purported opt-in date.

The Executive also relied on further examples of message logs supplied by the Level 2 provider which contained unsuccessful chargeable Service messages in the period immediately after the consumer's purported opt-in, followed by successfully delivered chargeable messages a significant period of time later.

In response to questioning by the Tribunal, the Executive stated that it understood that, at the time of opt-in shown on the logs, the Service was to be initiated when a consumer found their way to the Level 2 provider's landing page, and then entered their mobile number into a box; they would then receive a WAP push message which, when opened, asked the customer click a link to subscribe to the Service. The Executive understood that the Service now operated an opt-in system in which a consumer was sent a free message by a third party GoVerifyIt, and asked to enter the PIN supplied on the landing page in order to subscribe.

The Executive contacted the Level 1 providers for a sample of complainant message logs. Although the logs supplied by the Level 2 provider revealed a purported opt-in on Service shortcode 85878 followed by a series of failed messages, Zamano did not provide message logs for the complainants which matched those provided by the Level 2 provider.

The Executive noted that the text message logs supplied by Veoo only confirmed successful chargeable Service messages where the Service had migrated to Veoo.

In order to obtain further clarification on the message failure issue, the Executive contacted Mobile Enterprise Ltd (the "Verifier") which has access to mobile data held by the Mobile Network operator Vodafone Limited ("Vodafone"). The Verifier was sent a sample of Vodafone complainant mobile numbers and was requested to supply message logs showing the interaction between the Service and the complainants' mobile numbers.

The Executive noted from the 30 message logs supplied by the Verifier that generally the first message log entry occurred on the same date that successfully charged Service messages were shown within the Level 2 provider messages logs, and that no failed messages were shown in the period immediately after the purported opt-in. For example the Verifier log for *****226 listed the first Service message on 4 April 2015, and the Verifier log for *****205 listed the first Service charge on 11 July 2015.

The Executive noted that the Verifier had confirmed that all failed chargeable messages would appear in its logs, and that Veoo had confirmed that all unsuccessful chargeable messages would appear in its text message logs.

The Executive had directed the Level 2 provider to provide an explanation for the high failure rate of chargeable Service messages. On 31 December 2015 the following response was received from the Level 2 provider :

“The service messages can and do fail many reasons:There is a chain involved in delivering the messages to the final destination of the end users handset, the messages are sent by us to the level 1 provider, they send them to the networks who in turn have to deliver them to the end user.Once the messages leave our server, we have no control over the delivery of them to the end user and have to rely on the Level 1 provider to correctly submit and deliver these to the networks who in turn have to do the same in delivering them to the end users handset.The failures can happen such as the level 1 does not receive and handle the messages correctly from us prior so submitting them to the networks, if this happens the message does not even reach the network for send on, this can also be the case where the Level 1 submits them to the network who fail to receive and handle them and then submit them correctly, again they will not be sent as they have not been received correctly, then the end users could be out of network range, mobile device switched off, no credit on their phone and many more reasons. These failures can happen at any time from the moment we send them.” [sic]

The Executive sought further clarification from the Level 2 provider on this matter and what action it took to investigate the issue. On 24 February 2016 the Executive asked, if the Level 1 provider not receiving and handling the messages correctly prior to submitting them to the networks was causing failures, what action the Level 2 provider took to investigate the issue. The Executive also asked the Level 2 provider to supply evidence including any correspondence or documents to support its answer. The Executive received the following response:

“The above is one example of many possibilities. We had our IT department alter the coding and run error reporting debug scripts that reporting back on messages submitted by our system. We also set this up to receive reports on all communications between our system and that of the Level 1 system. We found that attempted to submit the messages correctly and due to some communication errors the messages may not have reached Zamano’s platform, this was later found to be caused by firewall and VPN issues and along with this there may have been integration and communication errors in handling and delivery errors along the delivery path

from ourselves to the Level 1 and the rest of the delivery path to the end user.” [sic]

Considering the above response the Level 2 provider was directed to provide evidence including date(s) to support the claim that changes were made to its reporting system, and asked to confirm the date(s) these actions took place. On 21 March 2016 the following response was received:

“This was a technical coding process on our system to report back on all messages submitted by our system to the Level 1’s system. I.E. Debug and detailed reports of sending information from our system to Level 1’s and receiving responses back. These scripts allowed to detect faults in communication (regardless of temporary or permanent) that would have affected message delivery. Limitation to such communication faults has been our priority throughout months and any instance for which we note a delivery rate increase, is regarded as positive. Please note that ‘detailed reports’ is a layman term for strictly technical monitoring method of activity and subsequent reporting and should a technical summary be required, it is also available.”

“Due to constant technology improvements and changes and constantly moving and expanding, the delivery of text messages has been an ongoing process that we are constantly looking into improving and achieving a higher percentage of delivery, as such there are no specific dates as we are always looking to improve delivery of messages. Debug scripts are active on continuous daily/ weekly basis therefore we confirm that these actions take place on regular, uninterrupted basis.”

The Executive submitted that the fact that the Level 2 provider failed, when explicitly directed to do so, to supply evidence in support of its previous statement, and to provide confirmation of the dates the actions took place, suggested that the events it had described did not credibly explain all the discrepancies seen between the logs.

The Executive noted that it first requested logs which showed consistent message failure from the Level 2 provider in May 2015. The Executive understood that if the Level 2 provider had made the above changes to its reporting system, it would have been able to detect which technical communication faults (if any) were resulting in failed messages. However, the Executive noted from some of the more recent text message logs provided by the Level 2 provider that unsuccessful messages were still occurring well into the first quarter of 2016.

Furthermore, the Executive sought confirmation from the Level 2 provider on the date it first identified any communication-related issues and also sought clarification on what action it took to remedy the issues it said were caused by its firewall and VPN systems. On 21 March 2016 the following response was received:

“The firewall and VPN systems can and do alter after upgrades which are carried out on a regular basis and we had our IT department alter the coding and run error reporting debug scripts that report back on messages submitted by our system. We also set this up to receive reports on all

communications between our system and that of the Level 1 system. Debug reports are stored for estimated time and the oldest are simply overwritten to enable storage space (disc memory). Such report can be overwritten by newest script only upon condition that such report is fully examined and should there be any potential matter to address by IT Team, it has been done in full.”

“[In respect of the date that firewall and VPN issues were identified and what action was taken to remedy this] this was an internal technical process undertaken by our IT staff, the action taken to remedy this was to remove part of the firewall and VPN security to a lower level. These remedy actions have been a long and complex process. Errors vary from unsupported secure VPN, server certificate failures, certificate validation failures to name only few causes for associated disruptions. Our Team is working towards a quarterly report on major issues and remedies applied.”

The Executive submitted that the Level 2 provider had not provided any credible evidence to prove that an issue had occurred on its system which explained the pattern of consistent message failure for certain MSISDNs. The Executive noted the lengthy period of unexplained but consistent message failure shown in the Level 2 provider logs.

The Executive also made enquiries to Zamano and Veoo regarding the high failure rate of chargeable Service messages. Although Veoo provided a response, the majority of failed messages occurred on the Zamano shortcode. The responses from Zamano and Veoo are located below.

Zamano response

Once a text message has left Zamano’s message gateway its delivery to the customer’s mobile phone is out of our control. Primary causes of failed message delivery include:

- i. The customer’s phone has gone out of range or has ran out of power*
- ii. The customer is out of mobile credit*

Additionally if routing information stored against a certain mobile number is incorrect for some reason (e.g. following a port between operators) the message may not be routed to the correct mobile operator.

Finally if the connection between the Level 1 and Level 2 platforms is corrupted messages would not reach Zamano’s platform although the Level 2 Provider would log them as being sent. Such issues may be caused by firewall settings that don’t fit API connections, incorrect integration settings or other technical occurrences in the network resulting in failed delivery.

Following receipt of the Level 2 provider’s explanation of why messages may be routinely failing, the Executive sought further clarification from Zamano on whether it would have a record of these attempts to bill the consumer, and whether it was made aware of any technical issues that may have affected the delivery of chargeable messages. The following response was received:

There are many points of possible failure so it is not guaranteed that Zamano will have records of every message that leaves the Level 2 provider. Our systems are completely separate from those of Live Communications, and indeed are located in different countries. Messages that have become malformed during transmission will not be accepted by our server. Network disturbances, including firewall and VPN issues - not to mention attacks such as DDoS - occur from time to time that may result in a message being dropped. All messages, however, that Zamano submit to the mobile operators are logged in our databases.

Zamano highlighted PPP's concerns to Live Communications in early February. In their response they advised that they had adjusted their firewall settings to negate certain blocking issues; please see attached "Zamano Mail - MT Delivery Rates.pdf".

The Executive noted that Zamano stated that "messages that have become malformed during transmission will not be accepted by our server. Network disturbances, including firewall and VPN issues - not to mention attacks such as DDoS - occur from time to time that may result in a message being dropped." However the Executive further noted that the Level 2 provider had not supplied evidence to show that such possible failures did in fact explain the consistent message failures shown in the complainants' logs, nor had the Level 2 provider credibly explained why, if such issues were causing consistent message failure, such issues were not identified and rectified for a lengthy period.

The Executive further noted that although the Level 2 provider had raised a potential issue with firewall settings, this was in response to an email from Zamano after the Executive had already highlighted the message failure issue to both parties. The Executive submitted that there was no credible evidence that the Level 2 provider was aware of a technical issue in the period when the messages were shown as failing.

Veoo response

i. "The Executive's understanding is that Veoo would have a record of these failed chargeable messages on its logs if any of the above issues were occurring. Please confirm if this is correct and if not why not."

There are a number of reasons for failure of messages, which usually are best looked into on a case by case/specific basis. Veoo can confirm that if a message has failed, it would be reflected in the respective log.

ii. "Please advise if Veoo were made aware of any technical issues that may have affected the delivery of chargeable messages. Please include all evidence / correspondence to support your answer."

Without a specific timeframe or example, it is difficult to advise if there were any technical faults with for examples the mobile networks which could have affected the delivery of chargeable messages." [sic]

The Executive submitted that the explanations provided by the Level 2 provider for the message failures were not credible as (i) the Level 2 provider had not supplied any evidence that technical issues which would explain the pattern of consistent message failures in respect of the complainants did in fact occur, and (ii) the period of unexplained but consistent message failure shown in the Level 2 provider logs was lengthy and so if such an issue had in fact occurred, it would cause obvious loss of revenue to the Level 2 provider and would therefore have been identified and remedied more swiftly.

Further, the Executive referred to the complainant accounts, and the complainant responses to the Executive's questionnaire, both of which are referenced in the 'Background' section above. The Executive considered it was highly unlikely that the complainant accounts, and those complainants who responded to the complainant questionnaire stating that they never interacted with the Service website, were unfounded.

The Executive noted from the previous Track 1 procedure that the Level 2 provider did not have robust verification of consent to charge prior to the action plan being accepted. The Track 1 procedure was created in part to address the issue of consent to charge that had occurred during the third and fourth quarters of 2014. The Executive noted however that it continued to receive complaints about consent to charge well into the first quarter of 2016. The Executive's view was that by inserting failed messages into logs and creating artificial opt-in dates in the period prior to closure of the Track 1 procedure, the Level 2 provider had attempted to persuade the Executive that a consent to charge breach arose only in a limited period, and that the scope of such a breach was confined to a lack of independent third party verification, as opposed to a more serious allegation of unsolicited charges.

In response to questioning by the Tribunal, the Executive reiterated its above view, with reference to the examples of the Level 2 provider's logs for MSISDNs *****205 and *****226. The Executive noted that the Level 2 provider had purported to explain the discrepancies between its logs and the Level 1 provider's logs by reference to, for instance, firewall and VPN-related issues. The Executive understood that it was claimed these issues had somehow corrupted or prevented the messages from getting to the Level 1 provider, however the Executive noted it had not seen any evidence to support these assertions, and it had asked for such evidence from the Level 2 provider on a number of occasions. The Executive's view was that in fact consumer billing of the complainants had simply commenced on the date of the first successful billing message and was completely unsolicited, as no opt-in had taken place prior to the billing.

Separately, as referenced in the 'Background' section above, the Executive noted that the text message logs supplied by Level 2 provider from September 2015 onwards included chargeable Service messages with the status 'SENT', and not as previously 'FAILED'. These were also followed by the issuing of successfully charged Service messages some months later. A summary of an example message log is provided below:

Level 2 provider message log for mobile number *****979

The Executive noted that the provided log shows that initial opt-in to the Service occurred on 6 September 2014. The subscription confirmation message stated:

“FreeMsg:u have joined Hot4SexyBabes pics and Vids for £3 per week. Text stop to 85878 to stop. Helpline: 08000148873”

The Executive noted that following the above entry in the message log, the status of all chargeable Service messages was listed as ‘SENT’. The first message listed as ‘BILLED’ was delivered on 22 August 2015, almost twelve months after the purported opt-in date. The Executive noted that, as was the case with text message logs displaying ‘FAILED’ messages, the Level 1 provider log did not match the Level 2 provider’s log.

The Executive relied on further examples of message logs supplied by the Level 2 provider from September 2015 onwards, which contain failed messages displaying only the status ‘SENT’.

The Executive sought clarity on why the aforementioned logs displayed the status ‘SENT’ as opposed to ‘FAILED’. The following response was received from the Level 2 provider:

“During our resolve to the above we changed some of our coding to inform us of positively delivered messages upon receiving a delivery receipt on the submitted messages, the system reports the messages as SENT until such time that we have received feedback on these.”

The Executive noted the above explanation from the Level 2 provider, which the Executive understood would result in message logs not featuring ‘FAILED’ Service messages from September 2015. However the Executive considered the purported changes to the Level 2 provider’s systems would only account for the removal of ‘FAILED’ Service messages prior to September 2015 if the system change also retrospectively altered existing log information. The Executive understood the effect of the change to be that if the same log had been requested by the Executive before September 2015, it may have contained different entries. The Executive considered the removal of ‘FAILED’ statuses prior to mid-September to be a separate example of tampering with message logs on the part of the Level 2 provider.

In light of the evidence provided by Zamano, Veoo and the Verifier, the Executive considered that the message logs supplied by the Level 2 provider were incorrect, and the Executive had been provided with false information. Accordingly, the Executive asserted that the Level 2 provider had breached paragraph 4.2.4 of the Code.

2. The Level 2 provider denied the alleged breach. The Level 2 provider stated that it had explained to the Executive that the messages had failed to reach the consumers as they had failed to reach the Level 1 provider due to firewall issues. The Level 2 provider stated that the firewall security on its system blocked some of the messages as its server system was made up of a cluster of servers, which were active and used when required. The Level 2 provider stated that it was part of this cluster system that had issues and the messages were being intercepted by

the firewall after being submitted and thereafter misreporting to its system. The Level 2 provider stated that its system was showing that the messages were being correctly submitted from the system, but unknown to it, the firewall had intercepted them and they had issues in reaching the Level 1 provider.

The Level 2 provider submitted that the Verifier's statement that "*all messages sent from the Service shortcode that charge or attempt to charge the consumer would appear in its text message logs*" was untrue because the Verifier's system would not show messages that had failed to reach the Level 1 provider, who would in turn submit them to the networks. The Level 2 provider submitted that this would also be the case on the Level 1 provider's system where they would also not be able to see these messages as they had failed to reach them. The Level 2 provider noted that Zamano had confirmed that they would not have a record of the messages that have failed to reach their system. The Level 2 provider stated that messages could have also failed as they may have not been accepted by the Level 1 providers, due to them being corrupted.

The Level 2 provider submitted that the service messages had completely failed on route, and had failed to reach the Level 1 provider, and would not show up on their systems nor would they show up on the Verifier's system as they had failed initially. The Level 2 provider submitted that this would lead to the logs showing different entries of submitted messages by it and the Level 1 provider and those from the Verifier, since its system showed the messages being submitted, whereas the Level 1 provider would not show these as they had failed to reach their system and so would the Verifier.

The Level 2 provider submitted that the allegation of tampering with the message logs was unfounded. The Level 2 provider stated that it had explained that it made changes to its reporting system to ascertain issues and identify the status of submitted messages; and that these would also include previous messages sent prior to mid-September.

The Level 2 provider submitted that the complainant questionnaire appeared to be designed in such a way that the questions were inappropriately formatted, so that answers would all lead to almost 100% denial. The Level 2 provider submitted that it was human nature to deny subscribing to or viewing the content considering the nature of the content on offer. The Level 2 provider submitted that the questionnaire went beyond the scope of the case, in that it had confirmed (in December 2015 if not earlier, and on numerous occasions) the nature of the message delivery issue, and despite further questions being asked by Executive, complainants were provided with a set of questions that did not fit the nature of the discussed matter.

The Level 2 provider submitted that, interpreting the feedback in a way that any reasonable man of skill and care would follow, it became obvious that the Level 1 providers had confirmed the facts already summarised by the Level 2 provider.

The Level 2 provider disputed the Executive's assertion about the credibility of its answers.

The Level 2 provider asserted that messages would not be visible on the Level 1 provider's records, and this served as evidence that messages failed to reach the Level 1 provider's and Verifier's systems. The Level 2 provider asserted that this had been confirmed by both Level 1 providers. The Level 2 provider asserted that the issue caused by VPN/firewall issues was not routine or frequent, and it only affected a mere percentage of subscribers simply because its server was composed of a cluster structure. The Level 2 provider submitted that it had attempted to explain this matter in both technical and layman terms however none of these explanations were acknowledged by the Executive, and despite the Level 1 providers confirming their statements, it had found its business unfairly accused and alleged to have been in breach of the Code of Practice.

In informal representations, the Level 2 provider stated that its impression was that matters might not be fully comprehensible to the Executive, and made submissions to add further comment.

In relation to "delivery receipts", the Level 2 provider referred to its previous written explanations (in December 2015 and February 2016) of each of the statuses contained in its message logs (for example, "failed", "sent", "accepted" and "billed").

The Level 2 provider referred to its logs for MSISDNs *****205 and *****226 and stated these were two perfect examples of where it had all gotten confused. The Level 2 provider stated that any description of delivery status placed on their logs other than the status "billed" was in fact not a "delivery receipt" at all. All other statuses simply indicated a lack of any feedback from an aggregator. The Level 2 provider stated that these messages had failed at its end and had failed to reach the aggregator (citing the example of messages sent from 6 September 2014 to 4 July 2015 for MSISDN *****205). The Level 2 provider stated that unless the message status was "billed", it hadn't got a positive delivery receipt, and if the message didn't reach the Level 1 provider it wouldn't appear on the Level 1 provider's log either.

The Level 2 provider stated that the Tribunal should not make any distinction between "failed" and "sent" as the only positive delivery receipt was "billed." In response to a query from the Tribunal, the Level 2 provider stated that different status descriptions appeared for the same action because its different programmers had used different coding when setting up the server clusters, and depending on who had done the coding for the cluster a different status description might have been nominated. The Level 2 provider stated that they are now changing this to be clearer.

The Level 2 provider explained that its server system was made up of clusters. This was to enable it to send multiple messages (over the evening, for instance) to the Level 1 provider at the same time; otherwise messages would be sent one at a time. The Level 2 provider stated the system was one server but the server was made up of clusters. The Level 2 provider stated that the messages denoted as "failed" would have been attempted by one cluster, and the messages denoted as "sent" would have been attempted by another cluster. The Level 2 provider stated that they made the clusters completely independent of themselves in September

2015 and that prior to this date, they only had one status description. The Level 2 provider was referred to logs showing “sent and “failed” statuses in August 2015, and could not offered any definitive answer as to why this was, though suggested it may be due to some different coding and stated that messages had still left their system but failed.

The Level 2 provider submitted that it had explained the high failure rates for messages on two occasions and submitted it had provided an exhaustive explanation on firewall issues. The Level 2 provider stated it was still working hard on these issues.

The Level 2 provider, in response to questioning by the Tribunal, stated that it did not have any evidence to support the assertion that the firewall had blocked the failed messages. The Level 2 provider referred to the Executive’s statement that it doubted the credibility of its explanation for message failures, and stated that provision of evidence in support was not possible because there was no evidence to be supplied. The Level 2 provider submitted that due to its database operating, specific scripts are overwritten and it was not possible to provide old versions of status labelling, other than historic message logs which is what it had provided. The Level 2 provider submitted that the message logs were evidence that it had attempted to send messages to the aggregator but they had never reached the Level 1 provider, until certain scripts in the message strings were healed. In response to questioning by the Tribunal, the Level 2 provider stated that the firewall issue could arise where there was failure of a cluster and the server then did not understand the volume of traffic and blocked messages. The Level 2 provider stated that it did not have a recovery system at the time which would have informed it of this occurrence, but it did now and was working on this. The Level 2 provider state that it did actively test the system for validation purposes when programming, but the real world test was whether billing went through, and problems may develop overnight or at weekends. The Level 2 provider stated that when its IT team were emailed, they looked at problems straightaway.

The Level 2 provider accepted that there was a long period when there was no aggregator feedback for these complaints. The Level 2 provider submitted that due to the insignificant number of consumers affected, and the average margin of 40% revenue drop for the PRS industry between expected profit and actual profit, the Executive’s submission that the Level 2 provider should have noticed an obvious loss of revenue was not valid. The Level 2 provider stated this was a learning point for it and it aimed to ensure its database is now faultless on these issues.

In response to questioning by the Tribunal regarding whether it could have been expected to notice the pattern of message failures, the Level 2 provider submitted that the system logged messages as “sent” until it received a positive delivery receipt from the Level 1 provider. The message may time out within (for example) 72 hours, and it did not attempt to re-bill such messages because it did not know if the message had in fact reached anyone.

The Level 2 provider stated that one part of its improvements to the Service was unification of message statuses to avoid confusing names. The Level 2 provider submitted that how the message statuses were named was determined by its database scripts, and accepted that there

had been incorrect labelling in the past but stated that it had never attempted to tamper with call logs. The logs referred to by the Executive were how they were pulled by their support staff. The Level 2 provider submitted that the support staff were not in a position to interpret messages statuses, as they were not programmers, and this was why the Level 2 provider may have missed the clear issues as complaints were accruing.

The Level 2 provider submitted that not a single subscriber ever left it without due attention. When it was able to contact complainants it issued a refund, and it wanted to make sure that the consumer was satisfied at all times. The Level 2 provider stated that a lot of the complainants had contacted the Executive before the Level 2 provider, and had been refunded when they had contacted the Level 2 provider. The Level 2 provider submitted that many consumers had been satisfied with the outcome, so there was no grounds for a complaint. The Level 2 provider stated that despite such confirmation, these “tickets” were still open with the Executive despite being dealt with by the Level 2 provider.

The Level 2 provider referred to the confirmation by Zamano that in the event a message was corrupted and not received by Zamano, it simply wouldn't be visible on their logs.

The Level 2 provider submitted that the consumer questionnaire was unfair on the basis that the questions were biased and lead consumers into a 100% denial of subscription to the Service due to the Service content.

The Level 2 provider submitted that the Executive had misinterpreted its actions in labelling delivery statuses after September 2015, and stated it could now explain this more fully. The Level 2 provider accepted that logs it had supplied prior to September 2015 showed “sent” statuses to a higher extent, and accepted that if the same log had been requested prior to September 2015 it would have contained different entries, but stated this was only a matter of 'labelling'. The Level 2 provider submitted that the difference was only in the language used to describe the status. The Level 2 provider submitted this was not a case of tampering with logs and stated that for neither description would the Level 1 provider have a record of the messages as they never landed on their database.

The Level 2 providers submitted that the Level 2 provider, Verifier and Level 1 provider logs were all correct, but confusion had arisen because of the status names on the Level 2 provider logs. The Level 2 provider accepting these were confusing, and the only real delivery receipt status was “billed.” The Level 2 provider submitted that all other status names were indications of a lack of status or feedback from the Level 1 provider because the Level 1 provider had never received the messages.

In response to questioning by the Tribunal about its previous statements on the actions which its IT department had taken, the Level 2 provider accepted it had not submitted any evidence of this taking place. The Level 2 provider submitted when it altered coding, it did not take snapshots of the coding, it just got it done, and this overwrote the old version. The Level 2 provider said the coding could have been done by any one of its three IT staff. The Level 2

provider stated it could go in and see a record of changes made. The Level 2 provider accepted that in hindsight it should've provided this record as evidence, but had not done so. The Level 2 provider was referred to its statement that the issue "wasn't routine or frequent" and was asked if it had evidence of the number of times changes needed to be made. The Level 2 provider stated this was a handful of times, but could have been more. The Level 2 provider stated that it believed one of the clusters was "falling down" and when they froze, that's when the firewall cut in. The Level 2 provider accepted it did not have evidence of this. The Level 2 provider was referred to the fact that billing commenced for complaints at various different points in time (at least 12 different points), which appeared to be inconsistent with this explanation. The Level 2 provider stated it was possible that there were various problems which got solved from time to time, but accepted it did not have an explanation for why consumers started to get billed at various different points in time.

3. The Tribunal considered the Code and all the evidence before it, including the submissions made during informal representations.

The Tribunal noted that the Level 2 provider had submitted that there had been a number of problems with its logs, including incorrectly labelled messages, status names being randomly developed by different people and applied by different clusters, and that there had been a lack of procedures in place to identify and remedy problems with failing messages. The Tribunal noted that the Level 2 provider had stated that problems with a firewall and/or VPN had caused message failures, however in the absence of supporting evidence the Tribunal could not accept this was true.

The Tribunal did not accept that the Level 2 provider's submissions or evidence adequately explained the entire pattern of discrepancies between the logs of the Level 2 provider and the Level 1 provider. The Tribunal considered that the Level 2 provider simply did not appear to have an adequate explanation for this pattern of discrepancies. However, the Tribunal did not find sufficient evidence to support the Executive's case that the inconsistencies between the Level 1 provider and Level 2 provider logs were as a result of tampering and an attempt to falsify information.

The Tribunal noted that the Level 2 provider had admitted in its informal representations that its system was producing "confusing" information on the message logs, that its previous description of the various message "statuses" should have indicated that the only positive delivery receipt was "billed", and that different programmers had used different status descriptions to mean the same thing. The Level 2 provider had admitted in informal representations that the information provided to the Executive had been obtained by members of staff and the management had failed to consider its validity when it had been submitted to the Executive. The Tribunal considered that the way in which the Level 2 provider had overseen its communication with the Executive to have been reckless.

Consequently, the Tribunal was satisfied that the Level 2 provider had provided misleading information to the Executive, in that the various descriptions of “delivery statuses” within those logs were not clear. Accordingly, the Tribunal upheld a breach of paragraph 4.2.4 of the Code.

Decision: UPHELD

ALLEGED BREACH 2

Rule 2.3.3 – Consent to Charge

“Consumers must not be charged for premium rate services without their consent. Level 2 providers must be able to provide evidence which establishes that consent.”

1. The Executive asserted that the Level 2 provider had breached rule 2.3.3 of the Code for the following reasons:
 1. Complainant message logs supplied by the Level 2 provider purporting to show consumers’ opt-in to the Service were false; and
 2. Level 2 provider and Level 1 provider logs demonstrated that complainants were charged more than the advertised price.

Reason 1 – Complainant message logs supplied by the Level 2 provider purporting to show consumers’ opt-in to the Service were false

The Executive asserted that the Level 2 provider had breached rule 2.3.3 of the Code as consumers had been charged without their consent and the Level 2 provider had been unable to provide evidence which established that consent.

As noted in the alleged breach of paragraph 4.2.4, complainant message logs supplied by the Level 2 provider, which purported to demonstrate that consumers opted-in to the Service in a period when the Level 2 provider did not have operational robust verification of consent to charge, were false.

The Executive noted that the Verifier had provided 30 message logs to the Executive, the majority of which did not contain failed / unsuccessful chargeable Service messages from shortcode 85878 immediately after the purported opt-in. Correspondence with the Verifier suggested that attempts to deliver chargeable Service messages which failed would appear in its message logs. Given the absence of failed / unsuccessful chargeable Service messages immediately after the purported opt-in in the Verifier’s message logs, the Executive asserted that the entries in the Level 2 provider’s complainant message logs must therefore be false.

As noted in the alleged breach of paragraph 4.2.4, the Executive requested that Zamano provide message logs for a sample of complainants. The Executive noted that, out of the 34 message logs requested, four showed no transactions at all and five showed a single free to receive bulk message. Of the 25 logs that showed chargeable messages, only one corresponded with the

message logs provided by the Level 2 provider. The other 24 messages logs showed the first charges occurring some months after the purported opt-in date.

As referenced earlier in the alleged breach of paragraph 4.2.4, the Level 2 provider had supplied reasons why the Service messages may be routinely failing. However, taking into account the responses received from Veoo and Zamano, and the responses to the complainant questionnaire, the Executive asserted that no credible explanation had been provided as to why almost all initial Service messages from shortcode 85878 were shown as not billed on the Level 2 provider logs, but not shown at all on Zamano's logs.

In addition the Executive noted that the Level 2 provider had not provided sufficient evidence to prove that issue(s) had occurred on its system. The Level 2 provider had been asked to provide evidence of any action it had taken to investigate the consistent message failure issue but had not done so. The Executive therefore concluded that there had not been a message failure issue and that Service messages listed in the Level 2 provider message logs were not sent (or attempted to be sent) to complainants. Accordingly, the Executive submitted that as the complainant message logs provided by the Level 2 provider purportedly showing consumers' opt-ins to the Service were false, there was no valid evidence of opt-in to the Service and accordingly the complainants could not have consented to Service charges.

As noted in the alleged breach of paragraph 4.2.4, the Executive's view was that by inserting failed messages into logs and creating artificial opt-in dates in the period prior to closure of the Track 1 procedure, the Level 2 provider had attempted to persuade the Executive that the consent to charge breach arose only in a limited period, and that the scope of the breach was confined to a lack of independent third party verification rather than a more serious allegation of unsolicited charges.

The Executive submitted that, in any event, the Level 2 provider had charged consumers in the period after 22 January 2015 whilst knowing that it did not have the required robust third party verification of consent to charge in respect of those consumers. At the time the charges were made, the Level 2 provider must have been aware that it did not hold the required robust third party verification of consent to charge for consumers who opted-in (if in fact they did opt-in) prior to that date.

For the reasons set out above the Executive asserted that the Level 2 provider did not have consent to charge complainants and was unable to provide evidence which established that consent. Accordingly, the Executive submitted that the Level 2 provider had acted in breach of rule 2.3.3 of the Code.

Reason 2 – Text message logs provided by the Level 1 providers and the Level 2 provider demonstrated that complainants were charged more than the advertised price

The Executive asserted that complainants were charged more than the advertised price for the following reason:

More than one charge was issued within the same week

The Executive noted that the Level 2 provider confirmed that the price point for the Service was £3 per week, that the Service cost was also stated as £3 per week in promotional material, and that Service messages provided by the Level 2 provider stated the cost was £3 per week.

The Executive noted that within some message logs supplied by the Level 2 provider, there was more than one chargeable entry on the same date. Below is a summary of a sample of Level 2 provider message logs:

Level 2 provider message log for mobile number *****534

The Executive noted that the message log for mobile number *****534 stated that the complainant opted-in on 13 September 2014, and was first charged on 27 June 2015. The Executive noted that on 31 July 2015 a 'BILLED' message was received, followed by a second 'BILLED' message some fifteen minutes later. Thereafter the billing occurred once a week, in line with the £3 per week Service cost.

The Executive asserted that, given the promotional material and Service messages' explicit promotion of a £3 per week service, and the clear evidence in the form of text message logs that the complaint was charged £6 on 31 July 2015, the above complainant clearly would not have consented to being charged twice for the same subscription Service.

Level 2 provider message log for mobile number *****669

The Executive noted that the message log for mobile number *****669 stated that the complainant opted-in on 30 August 2014, and was first charged on 20 June 2015. The Executive noted that on 31 July 2015 a 'BILLED' message was received, followed by a second 'BILLED' message some eighteen minutes later. Thereafter the billing occurred once a week, in line with the £3 per week Service cost.

The Executive asserted that, given the promotional material and Service messages' explicit promotion of a £3 per week service, and the clear evidence in the form of text message logs that the complaint was charged £6 on 31 July 2015, the above complainant clearly would not have consented to being charged twice for the same subscription Service.

Level 2 provider message log for mobile number *****497

The Executive noted that the message log for mobile number *****497 stated that the complainant opted-in on 21 September 2014 and that the first charge of £3 occurred on 18 January 2015.

The Executive noted that on 14 February 2015 four 'BILLED' messages were received followed by a further two 'BILLED' messages on 15 February. A similar pattern occurred the following

week where four 'BILLED' messages were received on 21 February 2015 followed by a further two 'BILLED' messages on 22 February 2015. The Executive also noted that the next week a total of six 'BILLED' messages were received, three on 28 February 2015 and a further three on 1 March 2015.

The Executive asserted that, given the promotional material and Service messages' explicit promotion of a £3 per week service, and the clear evidence in the form of text message logs that the complaint was charged £18 per week for three consecutive weeks, the above complainant clearly would not have consented to being charged six times for the same subscription Service.

For all the reasons set out above the Executive asserted that the Level 2 provider did not have consent to charge complainants. Accordingly, the Executive submitted that the Level 2 provider had acted in breach of rule 2.3.3 of the Code.

2. The Level 2 provider denied the alleged breach. The Level 2 provider asserted that the consumers had not been charged without consent and had opted into the Service via a WAP opt in prior to the Track 1 procedure of January 2015. The Level 2 provider stated that the dates shown in the logs were correct. The Level 2 provider stated that it had more subscribers signing on to the Service prior to the Track 1 procedure when its advertising was done more frequently.

The Level 2 provider asserted that the communication from the Verifier was inaccurate and at most unreliable in this case, as Service messages had failed to reach them due to firewall issues on the Level 2 provider's server. The Level 2 provider asserted that the 30 message logs provided by the Verifier would not show failed service messages as they have failed prior to reaching the MNO. The Level 2 provider asserted that this would also be the case with the logs supplied by the Level 1 providers who would also be unable to see the messages that had either failed to reach or were not accepted by their systems due to the messages failing or being corrupted.

The Level 2 provider asserted that the Executive completely relied on the logs provided by the Verifier and Level 1 providers and had completely disregarded the fact that if the messages had failed at the Level 2 provider's end, and failed to reach the Level 1 providers, then they would not appear on the Level 1 providers' systems, nor would the Verifier see them. The Level 2 provider asserted that the message logs supplied by Zamano would not show Service messages that had failed to reach or not been accepted by their system.

The Level 2 provider stated that it was confused by Executive's statement that:

"Further, in any event the Level 2 provider has charged consumers in the period after 22 January 2015 whilst knowing that it did not have the required robust third party verification of consent to charge in respect of those consumers. At the time the charges were made, the Level 2 provider must have been aware that it did not hold the required robust third party verification of consent to charge for consumers who opted-in (if in fact they did opt-in) prior to that date."

The Level 2 provider referred to the Executive's review of its service after which the Executive had stated "we believe in this instance that the required outcomes can be achieved effectively through the Track 1 procedure." The Level 2 provider stated that it had complied fully with the Executive's direction during the Track 1 procedure and followed the advice of implementing a version of GVI suggested by the Executive. The Level 2 provider stated that, prior to the Track 1 procedure, it was using the best available option at that time being a 'brown' version of GVI system. The Level 2 provider stated that opt-ins were also robust in accordance with PhonepayPlus Guidance as it stored these records internally in fully tamper proof format.

The Level 2 provider stated that it had confirmed on 22nd January 2015 that it had now implemented a system where it could robustly verify consumer's consent to be billed by means of an online version of verification for all future subscribers.

In informal representations, the Level 2 provider reiterated the submissions made in respect of the alleged breach of para. 4.2.4. The Level 2 provider submitted that its allegation was made as a consequence of misunderstanding of the message log statuses in its logs. The Level 2 provider submitted that the delay in billing of consumers was caused by a technical issue, but was not intentional, and the Level 2 provider had not earned any revenue for messages which had failed.

In response to questioning by the Tribunal, the Level 2 provider submitted that, noting the short time period between the two chargeable messages, the double charging on 31 July of MSISDN *****669 could have been caused by the server freezing and then restarting itself. In relation MSISDN *****497, which showed double billing over a longer period, the Level 2 provider accepted it did not have information to explain why this would happen. The Level 2 provider submitted that it wouldn't dream of doing this on purpose, and that billing was automatic and not manually done. The Level 2 provider submitted that it now had put a cap in place that would prevent billing more than once in a 7 day period. The Level 2 provider accepted that double charging had occurred in these two cases, but said if double charging had occurred it would be in a minority of cases.

3. The Tribunal considered the Code and all the evidence before it.

The Tribunal referred to its previous findings regarding breach of para. 4.2.4. The Tribunal did not find that the records of opt-ins shown on the logs had been falsified by the Level 2 provider in order to seek to persuade the Executive that an opt-in had occurred prior to the Track 1 procedure.

However, there was no reliable evidence that complainants referred to in this case had in fact consented to be charged for the Service by opting in to the Service. The Tribunal noted that the Level 2 provider had charged consumers in the period after 22 January 2015 whilst knowing that it did not have the required robust third party verification of consent to charge in respect of those consumers.

The Tribunal referred to the consumer complaints. The Tribunal considered that, if those consumers had received messages from the Service close to the time of the purported opt-in, it was likely that the Executive would have received more complaints prior to the Track 1 procedure and therefore may have decided that the case was more suitable for the Track 2 procedure at that point. If message failures were due to the Level 2 provider's failure to ensure that their mechanism for message delivery was of adequate technical quality, such failings would have in effect concealed the extent of consumer harm at that time.

Regarding the instances of double charging of the Service cited by the Executive, the Tribunal noted the Level 2 provider's admission that this had occurred. Noting the period of double charging in relation to MSISDN *****497, the Tribunal was not satisfied by the Level 2 provider's explanation that this was due to a server crashing and restarting.

Consequently, the Tribunal was satisfied that the Level 2 provider had not provided evidence which established consumers' consent to be charged for the Service, and had double charged certain consumers. Accordingly, the Tribunal upheld a breach of rule 2.3.3 of the Code.

Separately, the Tribunal considered that even where consumers did opt into a premium rate service, if due to a Level 2 provider's technical failing, those consumers did not receive billing messages or subscription reminders for an extended period, the consumer could not fairly be considered to consent to then being charged for the premium rate service, as they may no longer desire the service.

Decision: UPHELD

ALLEGED BREACH 3

Paragraph 3.12.5 – Subscription Reminders

"Any reference to compliance with the rules or obligations under this Code shall include compliance with all specified amounts, call durations and actions set by PhonepayPlus under paragraph 3.12.1. A breach of any specified amount, duration or action set under that paragraph shall be a breach of the Code."

1. The Executive asserted that the Level 2 provider had breached paragraph 3.12.5 of the Code as subscription reminder messages were not issued to some complainants.

The Executive referred to paragraph 3.12.1 of the Code which stated:

"PhonepayPlus may, in relation to the service categories set out in paragraph 3.12.2 below, specify:

- a) the service charges which may be spent per call or calls taken together in any 24 hour period or monthly billing cycle*
- b) the duration permitted for a call or calls to a service in any specified time period,*

- c) *the actions which must be taken at specified intervals, or after specified service charges or call duration have been reached, including but not limited to:*
- i. *The provision of a spend or call duration reminders;*
 - ii. *The immediate termination of the service after provision of a spend or call duration reminder unless the consumer positively confirms a wish to continue to use the service;*
 - iii. *The immediate termination of the service.”*

The Executive also referred to the Notice of Specified Service Charges and Duration of Calls published in accordance with paragraph 3.12.6 of the 13th Code of Practice, which at paragraph 8.2. specified that:

“...for all subscription services, once a month, or every time a user has spent £20.45 (inclusive of VAT) if that occurs in less than a month, the following information must be sent free to subscribers:

- (i) The name of the service;*
- (ii) Confirmation that the service is subscription-based;*
- (iii) What the billing period is (e.g. per day, per week or per month) or, if there is no applicable billing period, the frequency of messages being sent;*
- (iv) The charges for the service and how they will or can arise;*
- (v) How to leave the service; and*
- (vi) Level 2 provider contact details. “*

The Executive relied on correspondence from the Level 2 provider, text message logs provided by Zamano and complainant accounts (which are referenced in the ‘Background’ section above).

The Executive noted that some complainants stated that they recalled receiving Service text messages, however they did not realise they were incurring Service charges until they viewed their telephone bill. The Executive was concerned that a lack of awareness of the Service charges on the part of complainants might have indicated that Service subscription reminders were not being issued as required by rule 3.12.1 of the Code.

The Executive noted further that some of the text message logs supplied by Zamano indicated that subscription reminder messages had not been sent to complainants. Below is a summary of a Zamano message log:

Zamano message log for mobile number *****368

The Executive noted that the message log for mobile number *****368 stated that the first charge of £3 occurred on 18 July 2015 with the final charge occurring on 17 October 2015. The

Executive noted that throughout the preceding period of 12 weeks, not a single subscription reminder message was sent to the complainant.

The Executive asserted that given the subscription reminder messages had not been sent, had the complainant not understood the nature of the Service at the start, was very likely they would have remained unaware of the relevant subscription information including the costs.

The Executive also relied on a further eight examples of this occurring in Zamano's text message logs.

As a result of these findings, the Executive sent examples to the Level 2 provider and directed the Level 2 provider to provide clarification on the issuance of subscription reminder messages. On 24 February 2016 the following response was received:

"We submit monthly spend reminders to all subscribers through the Level 1 provider. However as previously mentioned there can be failures in the line of messages being sent from us to the Level 1, some of the reasons are explained above. We are sure that the Level 1 may have also supplied logs to the Executive that clearly shows and reflects the fact that monthly reminder messages have been sent and logged on their system. "

The Level 2 provider also confirmed that its reminders were sent through the Level 1 providers (albeit stated that they may not have reached them).

The Executive submitted that, although the evidence suggested that in some cases the Level 2 provider had issued subscription reminder messages to complainants, given that there were nine examples where the text message logs provided by Zamano consistently do not include subscription reminder messages for particular consumers for a lengthy period, a significant portion of complainants would not have received them. In failing to deliver subscription reminder messages to complainants as required by paragraph 3.12.1 of the Code, the Level 2 provider was acting in breach of paragraph 3.12.5 of the Code.

In response to questioning by the Tribunal, the Executive accepted that it had seen occasions when subscription reminder messages were sent but that on other consumer logs it had not seen these being sent successfully. The Executive clarified that it relied on the Level 1 provider logs but did not need to rely on the Verifier logs for this allegation.

The Executive therefore asserted that, for the reason listed above, the Level 2 provider had failed to issue subscription reminder messages to complainants when required. Accordingly the Executive asserted that the Level 2 provider had breached paragraph 3.12.5 of the Code.

2. The Level 2 provider denied the alleged breach. The Level 2 provider stated that it had previously informed the Executive that all spend reminders had been sent through the Level 1 providers. The Level 2 provider queried why the Executive would confirm having seen spend reminders on logs and then doubt if it did send the spend reminders.

The Level 2 provider submitted that there would be no reason to send spend reminders to some of the consumers and not others. The Level 2 provider stated that it had previously stated that it had issues and that some of the messages failed due to the reasons explained, due to firewall issues and possibly corrupted messages not reaching the Level 1 providers.

In response to questioning by the Tribunal, the Level 2 provider clarified that all the service messages in its logs show the status “sent” which mean they never received any confirmation that such messages were received by the Level 1 provider systems (unlike chargeable messages for which they may receive the confirmation “billed”).

3. The Tribunal considered the Code and all the evidence before it. The Tribunal considered that the evidence showed that certain consumers had not been sent subscription reminders for the periods stated by the Executive. The Tribunal did not consider that the messages failing to reach the Level 1 provider was an adequate defence to this alleged breach of the Code. The Tribunal referred to its findings in respect of Rule 2.3.3 regarding the effect that the failure to successfully convey subscription reminder messages to consumers may have in this case.

Consequently, the Tribunal was satisfied that the Level 2 provider had failed to send subscription reminder messages to consumer as required by the Code. Accordingly, the Tribunal upheld a breach of para. 3.12.15 of the Code.

Decision: UPHELD

SANCTIONS

Initial overall assessment

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

Paragraph 4.2.4 - Provision of false information to PhonepayPlus

The initial assessment of paragraph 4.2.4 of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Level 2 provider recklessly supplied misleading information to PhonepayPlus;
- The nature of the breach meant the service would have damaged consumer confidence in premium rate services; and
- The service was operated in such a way that demonstrated a degree of recklessness regarding compliance with the Code.

Rule 2.3.3 – Consent to charge

The initial assessment of rule 2.3.3 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Level 2 provider charged consumers without having robustly verifiable evidence of consent to charge;
- The service had a billing mechanic that allowed overcharging;
- The case had a clear and highly detrimental impact on consumers; and
- The nature of the breach meant the service would have severely damaged consumer confidence in premium rate services.

Paragraph 3.12.5 – Subscription reminder messages

The initial assessment of paragraph 3.12.5 of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- Subscription reminders were entirely missing from certain service message flows for a lengthy period;
- The case had a clear detrimental impact on consumers; and
- The cost incurred by consumers may have been higher, and the service had the potential to generate higher revenues, as a result of the breach.

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

Final overall assessment

In determining the final overall assessment for the case, the Tribunal took into account the following two aggravating factors:

- The Level 2 provider had previously been subject to a Track 1 procedure, which had included requirements regarding consent to charge; and
- The Level 2 provider's evidence showed that it had been incompetent in technical aspects of operating the Service, and it appeared that this had contributed to consumer harm.

In determining the final overall assessment for the case, the Tribunal did not find any mitigating factors. The Tribunal noted that although the Level 2 provider had stated that it had provided refunds to consumers, supporting evidence of this had not been supplied, and a number of complainants had indicated that they had experienced difficulties in making contact with the Level 2 provider.

The Level 2 provider's evidenced revenue in relation to the Service in the period from March 2015 to February 2016 was in the range of Band 1 (£1,000,000 +).

Having taken into account the circumstances of the case, 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 £180,000;
- a requirement that the Level 2 provider remedy the breach by ensuring that it has robust verification of each consumer's consent to be charged before making any further charge to the consumer, including for existing subscribers to the Service;
- a requirement that the Level 2 provider submit to a compliance audit of its procedures for (i) promptly alerting management to issues with IT systems, including message delivery; (ii) investigating and resolving promptly the sources of any such issues; (iii) obtaining and retaining robust and verifiable evidence of consumer consent to charge; and (iv) properly and promptly addressing requests from regulators. The audit report must identify all factors which gave rise to such issues occurring previously, and identify robust methods to resolve such issues. The audit must be conducted by a third party approved by PhonepayPlus. The Level 2 provider must submit details of the auditor and the auditor's proposal within 14 days from the date of publication of the decision, unless an extension is agreed with PhonepayPlus. The recommendations of the audit must be implemented within a period defined by PhonepayPlus. The costs of such an audit must be paid by the Level 2 provider; and
- a requirement that the Level 2 provider must refund all consumers who claim a refund, for the full amount spent by them on the Service, within 28 days of their claim, save where there is good cause to believe that such claims are not valid, and provide evidence to PhonepayPlus that such refunds have been made.

Administrative charge recommendation:

100%

APPENDIX A

Message From	Message to	Network	Cost	Message	Status	Date Received/Sent
85878			£0.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84	SENT	21/09/2014 16:36
85878			£0.00	Consumer has opened the marketing message and clicked to enter, this site is verified by Goverifyt.	SENT	21/09/2014 16:39
85878			£0.00	FreeMsg: u have joined Hot4SexyBabes pics and Vids for £3 per week. Text stop to 85878 to stop. Helpline: 08000148873	SENT	21/09/2014 16:39
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	21/09/2014 16:39
85878			£0.00	FreeMsg: You are subscribed to our Hot4SexyBabes pics and Vids service for £3 per week until you send stop to 85878.SP:Live Communications Ltd.Help:08000148873	SENT	24/09/2014 19:13
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	28/09/2014 16:08
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	SENT	05/10/2014 16:07
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	12/10/2014 16:03
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	19/10/2014 16:13
85878			£0.00	FreeMsg: You are subscribed to our Hot4SexyBabes pics and Vids service for £3 per week until you send stop to 85878.SP:Live Communications Ltd.Help:08000148873	SENT	24/10/2014 18:17
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	26/10/2014 16:39
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	02/11/2014 16:53
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	09/11/2014 16:52
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	SENT	16/11/2014 16:45
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	SENT	23/11/2014 16:22
85878			£0.00	FreeMsg: You are subscribed to our Hot4SexyBabes pics and Vids service for £3 per week until you send stop to 85878.SP:Live Communications Ltd.Help:08000148873	SENT	24/11/2014 18:30
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	30/11/2014 16:30
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	07/12/2014 16:11
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	14/12/2014 16:43
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	21/12/2014 16:29
85878			£0.00	FreeMsg: You are subscribed to our Hot4SexyBabes pics and Vids service for £3 per week until you send stop to 85878.SP:Live Communications Ltd.Help:08000148873	SENT	24/12/2014 19:49
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	28/12/2014 16:32
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	04/01/2015 16:30
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	SENT	11/01/2015 16:12
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	SENT	18/01/2015 16:20
85878			£0.00	FreeMsg: You are subscribed to our Hot4SexyBabes pics and Vids service for £3 per week until you send stop to 85878.SP:Live Communications Ltd.Help:08000148873	SENT	24/01/2015 18:51
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	25/01/2015 16:47
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	SENT	01/02/2015 16:00
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	08/02/2015 16:17
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	15/02/2015 16:23
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	22/02/2015 16:37
85878			£0.00	FreeMsg: You are subscribed to our Hot4SexyBabes pics and Vids service for £3 per week until you send stop to 85878.SP:Live Communications Ltd.Help:08000148873	SENT	24/02/2015 19:52
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	FAILED	01/03/2015 16:36
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	SENT	08/03/2015 16:36
85878		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 85878 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	SENT	15/03/2015 16:53
88150			£0.00	FreeMsg: your babes subscription for £3 per week is changing shortcodes to 88150. To opt out send STOP to 88150.SP:Live Comm.Help: 08000148873	SENT	21/03/2015 13:01
88150		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 88150 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	BILLED	22/03/2015 13:01
88150			£0.00	FreeMsg: You are subscribed to our Hot4SexyBabes pics and Vids service for £3 per week until you send stop to 88150.SP:Live Communications Ltd.Help:08000148873	SENT	24/03/2015 18:46
88150		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 88150 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	BILLED	29/03/2015 16:38
88150		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 88150 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	BILLED	05/04/2015 16:35
88150		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 88150 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	BILLED	12/04/2015 16:30
88150		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 88150 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	BILLED	19/04/2015 16:31
88150			£0.00	FreeMsg: You are subscribed to our Hot4SexyBabes pics and Vids service for £3 per week until you send stop to 88150.SP:Live Communications Ltd.Help:08000148873	SENT	24/04/2015 18:47
88150		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 88150 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	BILLED	26/04/2015 16:32
88150		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 88150 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	BILLED	03/05/2015 16:31
88150		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 88150 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	BILLED	10/05/2015 16:37
88150		Vodafone	£3.00	http://hot4sexybabes.com/enter/?c=f8d1c4c84 TEXT STOP TO 88150 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 08000148873	BILLED	17/05/2015 16:28
	88150		£0.00	stop all	RECEIVED	21/05/2015 10:42
	88150		£0.00	stopall	RECEIVED	21/05/2015 10:42