

## COMMON WHOLESALE PLATFORM LIMITED (“CWP”) RULES

This User Agreement is effective upon registration for a CWP Membership from 8 November 2024, and from 30 November 2024 for existing Members. Previous versions of our Rules are published in our CWP/CSP Legal Documents page (<https://cwpuuk.org/legal-page>).

These rules of the CWP (“the Rules”) are made pursuant to Article 27 of the Company’s Articles of Association. The terms used shall have the same meaning as in the Articles of Association. The rules should also be used in conjunction with the Articles, which contain more detailed provisions. Where there is any inconsistency between these Rules and the Articles of Association, the provisions of the Articles of Association shall prevail.

This document, together with its appendices and the documents referred to in clause 15 below, form the Rules which together with the Memorandum and Articles of Association govern membership of CWP.

The Rules set out:

- The admission of new members and the terms on which an organisation can become a CWP member,
- The cessation of membership,
- The rights and different classes of members,
- The payment of membership fees,
- The procedures for the decision making of any committee to which powers are delegated
- the terms on which CWP provides its services to its members,
- the commitments CWP members make to CWP.

This document, together with its appendices form the Rules which together with the Memorandum and Articles of Association govern membership of CWP.

Once the Membership Agreement has been signed by both you, on behalf of your organisation, and by CWP these Rules will form a binding agreement between your organisation and CWP.

Notwithstanding any other term of these Rules, these Rules do not create or give rise to any enforceable rights, as between CWP members. These Rules can be amended unilaterally by CWP members by a majority vote. Such amended version(s) of the Rules shall automatically be binding on both your organisation and all other CWP members.

The interpretation of the Rules shall be the prerogative of the Board.

## Content

### Definitions

1. Membership requirements
2. Ceasing CWP membership
3. The rights and different classes of members
4. The procedure for decision making
5. CWP Services
6. Member Responsibilities
7. Suspension and Expulsion
8. Fees
9. Insurance and Limitation of Liability
10. Changes
11. Promotion
12. Governing law.

APPENDIX 1 - Technical Requirements

APPENDIX 2 - Steps to become a CWP Member

APPENDIX 3 - CWP Services

APPENDIX 4 – Membership Tiers and Fees

## Definitions

“Access Provider - AP” means the access communications providers (also ACPs) who own the network they wish to wholesale or switch to other Communication Providers

“Application Form” means the application form to be completed by a prospective new member to request membership, in the form annexed hereto within Appendix 2.

“Authenticated access to the CWP system” means an individual accessing the CWP system and providing a user identifier and password sufficient to verify their identity and their authority to represent a member of CWP.

“Board” means the board of directors of CWP.

“Communications Provider – CP” means the retail communications provider (also RCP) that resells an Access Provider’s network to its end user customers.

“Connection” means your physical connection (directly or via a third-party network) to the CWP infrastructure.

“Corporate Representative” shall mean the corporate representative(s), or the representatives of your organisation named and provided by you to CWP in accordance with clause 4.

“CWP” means The Common Wholesale Platform Limited, incorporated and registered in England and Wales as a company limited by guarantee with company number 13799280 whose registered office is at 7 Bell Yard, London, United Kingdom, WC2A 2JR.

“CWP Management Team” means the team that deals with the data to day running of the CWP as appointed by the Board.

“CWP member” or “you” means any organisation admitted to membership of CWP pursuant to the Articles of Association and these Rules.

“CWP Memorandum and Articles of Association” means the Memorandum and Articles of Association for CWP.

“Fees” mean the fees payable for CWP services as set out in clause 6 and/or Appendix 4 and/or any Fees Schedule.

“Fees Schedule” means any notification by the Board to you of requirements of CWP (i) in respect of fees payable, and/or (ii) methods for payment, (iii) timing of the payment of fees; (iv) the notification of any other conditions in respect of the Fees.

“General Meeting” means a General Meeting of CWP held in accordance with the Articles of Association.

"Operating Guidelines and Procedures" are the day-to-day management procedures and policy that the Board has created for the CWP Management Team to operate under.

"Services" mean the services CWP provides for CWP as set out in Appendix 3.

It is agreed as follows:

## 1. Membership requirements

- 1.1. As a CWP member you warrant that you meet, and will continue to meet, the following minimum requirements (and note the further requirements set out below or referred to elsewhere in these Rules and/or in the Articles of Association):
  - 1.1.1. you are a recognised legal entity or incorporated association; and
  - 1.1.2. you are a provider of electronic communications networks and services and must comply with the Ofcom General Conditions of Entitlement and
    - a) are registered with Ofcom on their "Register of persons with powers under the Electronic Communications Code"; an Access Communications Provider (AP) or
    - b) are a provider of electronic communications networks and services and hold a valid Reseller Identification Code (RID); a Retail Communications Provider (CP). Or you are any other company that the Board may approve to be a CWP Member (Other Company).
  - 1.1.3. you are a user of, or an investor in the Common Wholesale Platform
- 1.2. Subject to clause 1.3 below and Appendix 2, the broad process for admission to membership is that (i). Applicant prospective members go to the company website, (ii) applicants select the service package they wish to subscribe to on the order form, (iii) the authorised signatory for the applicant confirms their agreement to the Rules by signing a copy of the Rules electronically, (iv) the applicant fills out the direct debit form for the payments of the subscription fees, whereupon the direct debit will be activated, (v) the CWP Management Team will check and approve the application, (vi) the applicant will receive their account details and can begin consuming the services.
- 1.3. Before any organisation can become a CWP member it must complete the steps listed in Appendix 2.
- 1.4. Depending on the tier and type of the proposed membership there may be additional admission requirements over and above those set out by in Appendix 2. The Board will notify you of any such additional requirements at the time you make your application.
- 1.5. You must achieve operational readiness within three months of becoming a CWP member. This is achieved by:
  - 1.5.1. connecting to the CWP, and
  - 1.5.2. initiating a test transaction with the CWP, and
  - 1.5.3. any other requirements CWP notifies you of .
- 1.6. If you do not achieve operational readiness within three months of becoming a member of CWP, or subsequently do not maintain operational readiness for

more than twenty-one days continuously, then this shall be regarded as a material breach of these Rules.

- 1.7. You are required to abide by the terms and conditions laid out in these Rules in addition to the requirements set out in the Memorandum and Articles of Association, and to continue to do so for as long as you are a CWP member.
- 1.8. Any failure to meet any of the requirements set out in this clause (1) and/or set out elsewhere in these Rules will constitute a breach of these Rules and may result in suspension and termination (please see clause 5 for further details).

## **2. Ceasing CWP membership**

- 2.1. Subject to clause 2.2 you have the right to end your membership of CWP at any time.
- 2.2. You must give CWP notice of resignation of membership in writing. Membership will cease 30 days after the date the notice given in accordance with this clause is deemed to have been received by CWP.
- 2.3. When you give CWP notice that you wish to end your membership, CWP will send you a final invoice. Any fees that have not been invoiced will be charged pro-rata to the date your subscription finishes. You agree that you will pay this invoice in full within 30 days of the invoice date.
- 2.4. Membership of CWP shall continue in perpetuity unless you have served notice of termination under clause 2.2 or you are expelled.
- 2.5. In case of a member's dissolution or the cessation of its existence as a company, the member must promptly notify the CWP team of such circumstances. Upon notification, the member is obligated to settle all outstanding invoices and financial obligations to CWP within 30 days from the date of dissolution or cessation. Failure to comply with this requirement may result in legal action to recover the outstanding amounts.

## **3. The rights and different classes of member**

- 3.1. There is a maximum limit of eight Investor Members and an unlimited number of Non-Investor Members.
- 3.2. The Board can have up to 16 members comprising all Investor Members and an equal number of Non-Investor Members.
- 3.3. If there are fewer than 16 Board Members, Investor Members cannot hold less than 50% of the votes.
- 3.4. All members have 1 vote each, with Investor Members making up 50% of the Board and Non-Investor Members making up the other 50% of the Board.
- 3.5. If all Loans are repaid to the Investor Members, then the Board will consist of Non-Investor Members only.
- 3.6. Loans are repaid in equal percentage proportion such that the number of Investor Members stays the same until all are Loans repaid at the same time.
- 3.7. There are presently the following classes of member: 1) Investor Members (that loan funds to CWP and may subscribe to the CWP service), 2) Non-

Investor Members (those that do not loan funds to CWP but do subscribe to the CWP service). The classes and types of member may be updated from time to time by the Board.

- 3.8. A company can have more than one membership, but a company will only ever have one vote.

#### 4. The procedure for decision making

- 4.1. The responsibility for decision making shall ultimately be the Board of Directors.
- 4.2. The Board will appoint a CWP Management Team that will deal with the day-to-day running and management of CWP. The Management Team shall be reappointed annually by the. The same team can be reappointed each year so there is no requirement for rotation. The list of delegated powers to the Management Team, detailed in a separate Delegation of Powers Operating Procedure approved by the Board, should include: (i) sign payments up to a limit set by the Board; (ii) work to a monthly budget set by the Board; (iii) recruitment of administrative staff (but not replacement management staff); (iv) publish general pre-agreed messages (but not messages that are new or in conflict with current published information); (v) agree minor service and system changes (but not major changes); sign vendor agreements under a certain amount or being different to standard supplier terms.
- 4.3. For the avoidance of any doubt, any powers not listed above in the Delegation of Powers Operating Procedure shall be with the Board subject to the terms of Articles of Association of the company.

#### 5. CWP Services

- 5.1. CWP provides its members with Services for which fees are payable.
- 5.1.1. The Services CWP provides are described in Appendix 3.
- 5.2. Unless otherwise required to do so by law or any governmental entity having appropriate jurisdiction CWP may not monitor or view or collect the contents of your data or traffic, save in the following circumstances:-
- 5.2.1. CWP may monitor any control traffic, flow data by standard sampling methods or transaction header and protocol information necessary for the operation, problem resolution and engineering of the CWP service.
- 5.2.2. CWP may collect statistical information derived from your data and traffic for the purposes of the proper operation, problem resolution and engineering of the CWP service.
- 5.2.3. If the CWP reasonably believes that your data or traffic gives rise to a material breach of these Rules or to membership of CWP.
- 5.2.4. If you have explicitly requested the specific monitoring or have consented to it following a request from CWP.
- PROVIDED that the rights granted to CWP pursuant to clauses 5.2. 1 to 5.2.4 shall not include a right to monitor or access the personal information of any of your customers, suppliers, employees, contractors,

directors or officers. AND ALSO that CWP shall not be entitled to disclose or provide such information or any statistical information derived from such traffic data to third parties unless otherwise required to do so by law or a governmental entity having appropriate jurisdiction.

5.2.5. Clause 5.2.4 shall not be interpreted to prevent CWP collecting and publishing aggregate statistics, provided these do not identify any CWP member.

5.3. Where CWP does monitor or view or collect the contents of data or traffic, it will endeavour (if possible) to make sure that any monitoring will neither:

5.3.1. have a substantially adverse effect on the services provided to you; nor

5.3.2. compromise your confidentiality of your customers, suppliers, employees, contractors, directors, officers, agents, successors, and assigns.

5.4. Where CWP does monitor or view or collect the contents of your data or traffic, unless prevented by law, CWP will use reasonable efforts to notify the CWP member whose port/connection is being monitored.

5.5. CWP shall use reasonable endeavours to protect CWP services from unauthorised access, transmission, or use and shall cooperate with you to address security issues and develop security procedures.

## 6. Member Responsibilities

6.1. You shall appoint one or more people to be your Corporate Representatives. You shall advise CWP of the identity of your Corporate Representative(s) by completing a Corporate Representation Form and returning this to CWP. You agree to be bound by any decision confirmed by your Corporate Representatives, which may be communicated to CWP. Such decisions may include the appointment of further Corporate Representatives and the removal of Corporate Representatives.

6.2. You shall maintain at least one member of personnel who understands these Rules. They should be able to speak and understand spoken and written English, or have immediate access to in-house or outsourced personnel who are able to speak and understand spoken and written English to translate and communicate for them.

6.3. You will make sure that all contact information that is held by CWP to do with your membership is correct and kept up-to-date. The contact information will include:

6.3.1. details of how to contact your operations staff by email and telephone during business hours for the use of CWP staff and other Members,

6.3.2. an email address for each of your Corporate Representatives, which should be personal to each representative, not to a group or role, and (if you are an individual) your e-mail address for the purposes of receiving notices and communications under these Rules, and

6.3.3. the postal address specified in the Membership Agreement or Associate Membership Agreement (as applicable) to which written notices under these Rules may be sent.



- 6.4. You will not refer your customers, or any agent of your customers, directly to CWP support staff unless specifically sanctioned by a member of CWP staff by email.
- 6.5. You will make sure that at least one member of your staff is subscribed to the following mailing lists:
  - 6.5.1. CWP Stakeholder Group announcement(s) mailing list;
  - 6.5.2. CWP Members' announcement(s) mailing list, which is intended to carry announcements relating to the administration and corporate matters of CWP.
  - 6.5.3. CWP and all the CWP members are entitled to assume, and to act, as if each CWP member reads and deals suitably with messages sent to these lists. If you do not, CWP may take reasonable and proportionate action needed to protect the CWP service.
- 6.6. You undertake that your usage of CWP and its Services will not be harmful to the CWP service and the CWP members at any time. "Harmful" means usage which, in the reasonable opinion of CWP Board, adversely affects other CWP members or the entire CWP service, and (including but not limited to) either:
  - 6.6.1. does not conform to the requirements stated in Appendix 1; or
  - 6.6.2. causes undesirable load or traffic patterns.
- 6.7. You shall respond directly to a communication to you by e-mail by the representative of another CWP member and which relates to matters contained in these Rules, if requested to do so by CWP. If you do not, then this shall be regarded as a material breach of this Rules.
- 6.8. You will make sure that you provide an accurate and up-to-date number of your existing residential and business customers at a point in time when requested by CWP within a stated reasonable timeframe. Any discrepancies or inaccuracies in the provided customer counts may result in adjustments to the membership tier and fees, and the member may be subject to additional audits or reviews by CWP. Such audits are not to be carried out without just cause.
- 6.9. For the purposes of General Data Protection Regulation (GDPR), CWP will be the Data Processor and You will be the Data Controller.

## 7. Suspension and Expulsion

- 7.1. The Board has power under the Articles to expel a member in accordance with Article 22.
- 7.2. If you are in breach of these Rules then at their sole discretion, the Board may do any of the following:
  - 7.2.1. Terminate your membership so that you are expelled as a member;
  - 7.2.2. If the breach of the term is remediable (but not otherwise) order your immediate temporary disconnection from the services CWP provides until you remedy the breach) in which case your membership shall be suspended. This shall have the following effects:
    - 7.2.2.1. You will be disconnected from all CWP services while suspended.



- 7.2.2.2. You will not be entitled to vote or to make use of any other right of membership
- 7.3. In the event you are expelled you are not entitled to a refund of any fees paid to CWP before the expulsion.
- 7.4. In the event you are suspended you will not be entitled to a refund of any fees paid to CWP before the suspension. You must still pay any applicable fees for the period of suspension.
- 7.5. If your CWP membership is terminated, you may later reapply for CWP membership. Your application will have to follow the procedure described in Appendix 2 of this Rules.

## 8. Fees

- 8.1. You agree to pay the Fees in accordance with this clause 8 and as set out in appendix 4 (which may be updated from time to time) and any Fees Schedule.
- 8.2. There will be membership tiers which vary based on the number of existing residential customers you recorded on the previous 30<sup>th</sup> June. This may impact on the fees charged. Fees are detailed in Appendix 4 and may be updated from time to time. The Board have the right to increase or decrease the membership tier annually based on the number of your existing customers. Additionally, business customers will be counted separately for the purpose of determining membership tiers and associated fees.
- 8.3. Payment of Fees:
  - 8.4.1. You normally pay our Fees quarterly or annually in advance by direct debit. You may also opt to pay our invoices quarterly or annually in advance via bank transfer with a 30-day payment terms.
  - 8.3.1. If your payment is received within thirty days from the date of the invoice, no late payment fees will be charged.
  - 8.3.2. If your payment is received after thirty days from the date of the invoice, a late payment fee may be added. The late payment fee will be calculated on the outstanding sum or sums owed at 8% per annum over the Bank of England base rate.
  - 8.3.3. If your payment has not been received sixty days from the date of the invoice, you will be considered in breach of payment terms, which is regarded as a breach of these Rules.
- 8.4. All invoices for Fees are in Pounds Sterling (GBP).

## 9. Insurance and Limitation of Liability

- 9.1. CWP's liability to you for claims you have is limited as follows:
  - 9.1.1. Nothing in these Rules in this agreement limits or excludes the liability of CWP: for death or personal injury resulting from CWP's negligence; or for any damage or liability incurred by you as a result of fraud, wilful misconduct, or fraudulent misrepresentation by CWP;

- 9.1.2. for all other claims, there is a limit of one million pounds sterling (GBP) for which CWP will procure suitable insurance cover which will provide cover in respect of liability for employees and third parties and for damage to property.
- 9.1.3. CWP shall not be liable for any loss resulting from
  - 9.1.3.1. (i) your illegal or unlawful use of CWP services
  - 9.1.3.2. (ii) your use of CWP services which does not conform to the terms of these Rules or any other document which sets out the basis upon which CWP services are supplied
  - 9.1.3.3. (iii) breach of any of the terms of the Rules by you.
- 9.2. Your liability to CWP for actual damages is limited to:
  - 9.2.1. nothing in this agreement limits or excludes your liability for death or personal injury resulting from your negligence; or for any damage or liability incurred by CWP as a result of fraud, wilful misconduct or fraudulent misrepresentation by you;
  - 9.2.2. for all other claims there is a limit of one million pounds sterling.
- 9.3. CWP will not be liable to the member or any other entity or individual for any special, indirect or consequential loss, loss of profits, business, revenue, and goodwill.

## 10. Changes

- 10.1. The CWP Board may unilaterally change the Rule at any time and the Board may notify such changes to the membership, or alternatively the Board may table any proposed changes to the Rules for a vote on the proposed change to the Rules at a General Meeting, in which case if there is an Ordinary Resolution of the members of CWP of such amendment to the Rules it will take effect on the date that you are notified by CWP as to the terms of the amendment.

## 11. Promotion

- 11.1. CWP may publish a list of all Members on its website and may use Member's company names in its marketing activities.
- 11.1. CWP will publish a list of all Members and contact details of Corporate Representative(s) on its Knowledge Base, available only to existing CWP Members. No member with access to the knowledge base should publish or make known the contact details of other members of the CWP without the express, written permission of the member themselves.

## 12. Governing Law

For the avoidance of doubt, the governing law of these Rules is that of England and Wales, and the English courts will have exclusive jurisdiction in respect of all matters relating to it.

As a director and an approved signatory of the undersigned company, I accept these Rules and the associated Articles of Association as a part of our application to become a member of CWP.

Authorised signatory for an on behalf of

Name

Position

Signature

Date

## APPENDIX 1 - Technical Requirements

For any Members to consume the CWP service, they would need to either:

- Use the CWP webGUI application to progress any connect or switch requests or,
- Use the CWP Open APIs to progress any connect or switch requests

The following detailed user guides are available upon request from CWP:

- CWP\_AP\_Admin\_Guide
- CWP\_AP\_User\_Guide
- CWP\_REST\_API\_AP
- CWP\_CP\_Admin\_Guide
- CWP\_CP\_User\_Guide
- CWP\_REST\_API\_CP

There is also a training programme that explains these documents further. See the following guide for further detail:

- CWP\_Training\_program

## APPENDIX 2 - Steps to become a CWP Member

1. Applicant prospective members go to the company website and express their interest to become an AP or CP member.
2. Applicants select the service package they wish to subscribe to on an order form, enter the accurate number of existing and/or business customers on the 30th June of the year stated on the order form. They should also enter valid contact details.
3. The authorised signatory for the applicant confirms their agreement to the Rules by signing a copy of the Rules electronically.
4. CWP will send an invoice to the Applicant for any fees they must pay.
5. The Applicant should fill out the direct debit form for the payments of the subscription fees, whereupon the direct debit will be activated. Quarterly or annual payments have a payment by bank transfer option.
6. The Management Team checks and approves the application in line with Board approved Operating Guidelines and Procedures, including as set out in the Operating Guidelines and Procedures Policy as published on the Company knowledge base. The Management Team will usually approve or reject the application within one working day or such longer time that CWP reasonably requires to examine the application using due diligence. CWP will notify the applicant as to whether or not their application has been successful.
7. Applicant then receives account details with access to our Help Centre portal where they will find documentation explaining the services
8. Applicant receives account details with access to CWP platform to start consuming the services
9. For Non-investor Members
  - 9.1. When CWP has received the applicant's Setup payment, signed Rules and confirmation of ability to connect to the CWP service, the applicant will become a member of CWP and shall be entered on the register of members. The applicant will not be permitted to vote at any General Meeting until they are operationally live on the CWP service.
  - 9.2. If the applicant fails to complete 3 and 9.1 within three months of their application succeeding, the application will lapse and if the applicant wishes to join CWP they should re-apply from step 1, above.

The website order form can be found on <https://www.cwpuk.org/join/>

## APPENDIX 3 – Services Definition: CWP Service

### 1.1 Introduction

CWP is a not-for-profit member-owned limited liability company that is set up as an industry body specifically to deliver the Ofcom Consumer OTS and Gaining Provider Led Business determinations, facilitate wholesale broadband and telephony services ordering and facilitate wholesale requirements for BDUK Project Gigabit.

### 1.2 Benefits

Benefits of the platform are:

- OTS Full Management Managed Access Provider (MAP) to the Central OTS Hub that serves all of UK telecom industry
- Make multiple AP networks visible to contracted (to AP) CP resellers in a central location
- Facilitate universal standard CWP reference wholesale broadband services to CP providers
- Facilitate wholesale requirements in BDUK Project Gigabit tenders

### 1.3 Governance

The CWP is governed as follows. See the CWP Articles of Association<sup>1</sup> and these Rules of CWP:

- CP/AP Member-owned not-for-profit organisation, 1 vote per member
- Evolve CWP capability in line with member's needs potentially towards aggregator functionality
- Available to any CP that adhered to the Ofcom General Conditions of Entitlement and allow CWP to register a RCPID on behalf of CP
- Available to any AP that is an Ofcom person with powers under the Electronic Communications Code
- Members subscribe for a minimum term of 1 year
- If a member is both a CP and AP, then two memberships are required if they wish to benefit from both the wholesale and the switching capabilities of CWP.

### 1.4 Services

The following services are offered by CWP:

- A logically separated platform that facilitates both Ofcom-compliant OTS proxy-Hub connected to the central UK OTS Hub and Wholesale ordering for consumer and business fibre broadband and telephony services
- CPs and APs can access the CWP marketplace platform through secure APIs or web GUI
- CPs and APs can access the CWP marketplace test platform through secure APIs and/or web GUI. Up to two test accounts are offered allowing a CP or AP to test sending messages between both accounts.
- Platform is hosted in the UK in a secure MS Azure Tier-3 or Tier-4 data centre
- Switch and new connect orders are enabled through this messaging platform

---

<sup>1</sup> CWP Articles of Association v1.0

- CWP admin will add/remove CPs and APs to CWP. New members will be advertised to existing members who can then seek AP-CP agreements to wholesale/resell each other's services
- Minimal CP and AP data will be stored by CWP to provide a responsive service; product table and coverage map
- A detailed set of service levels is offered as part of the CWP service
- Services can be fully use through a web GUI or an open API
- A ticketing portal / API is used to facilitate CP to CP communications outside of the standard switch or wholesale messaging processes but also post provisioning during in-service operation to facilitate fault management and Moves, Adds, Changes and Disconnect (MACD) activity.
- A Data Upload feature facilitating partial OTS compliance without creating a complex systems integration between CP systems and CWP.
- Ofcom-compliant accessibility options for those CPs members that use the data upload feature. Here the Switching Implications letter normally emailed to a CP member's customer will be sent in the customer's preferred accessibility format.
- A Web Plugin feature to streamline the process for end users wishing to switch providers directly from a gaining provider's website
- A members billing portal holds all past invoices and billing status and manage account-level access
- A members support portal is used for members to raise support tickets, review knowledgebase articles and manage support account access.

Detailed user guides are available from the CWP Member's Portal.

## 1.6 Out of Scope

CWP in the first instance will not offer the following, although its membership may decide to add this later:

- CPs and APs need to contract for services outside of CWP
- Billing between EUs, CPs and APs
- Detailed provisioning ticketing messaging other than close down of switch/new order

## 1.7 Charges

Members that join the CWP will be charged for the following aspects of the service. This income will support the platform and help market it:

- Account Setup Fee: Covering the technical support to setup new CP/AP and educate about web GUI and APIs
- Membership fee based on number of existing customers
- Excess setup and changes professional services: charged per hour
- Fees are there to recover initial investment, ongoing platform cost, ongoing admin overheads and CWP promotion

## 1.8 Billing Mechanism

The following billing mechanism allows members to traverse different membership tiers:



- For APs CWP offers 6 member tiers. Low, Medium, High, Special 1, Special 2 and Special 3.
- AP tiers are based on the number of gaining transactions to the AP member's network. AP Tiers will be reviewed on a quarterly basis for each AP member. AP Tier price levels may be altered from time to time based on changes in CWP services, inflation or other reasons.
- For CPs CWP offers 9 member tiers. Tier 1, Tier 2, Tier 3, Tier 4, Tier 5, Tier 6, Tier 7 and Tier 8 with a standard pricing structure and Special Tier (service detail and pricing on application)
- CP tier levels will be reviewed annually and charged from 1<sup>st</sup> January based on the existing customers on the previous 30 June each year. Pricing for any members signing up after 30-June will be based on customer numbers on the previous 30<sup>th</sup> June.
- CWP records AP member tier as part of onboarding, create a report showing member tier, past quarter's number of transactions and flag members not in their respective tier.
- CWP will upgrade / downgrade AP membership tier based on volumes of transactions in the previous quarter.

### 1.9 Membership Packages

The following membership packages are offered:

<b>Low (AP) or Tiers 1-3 (CP)</b> <ul style="list-style-type: none"> <li>• 2-hour setup assistance</li> <li>• Up to 2 platform users</li> <li>• Unlimited switch transactions</li> <li>• Up to 100 wholesale transactions p.m.</li> <li>• Up to 5 CPs/APs per AP/CP • GUI access</li> <li>• Setup and Membership fees collected via Quarterly or Annual invoice</li> </ul>	<b>Medium (AP) or Tiers 4-6 (CP)</b> <ul style="list-style-type: none"> <li>• 8-hour setup assistance</li> <li>• Up to 5 platform users</li> <li>• Unlimited switch transactions</li> <li>• Up to 500 wholesale transactions p.m.</li> <li>• Up to 10 CPs/APs per AP/CP</li> <li>• GUI and API access</li> <li>• Setup and Membership fees collected via Quarterly or Annual invoice</li> </ul>
<b>High (AP) or Tiers 7-8 (CP)</b> <ul style="list-style-type: none"> <li>• 10-hour setup assistance</li> <li>• Up to 10 platform users</li> <li>• Unlimited switch transactions</li> <li>• Up to 5,000 wholesale transactions p.m.</li> <li>• Up to 20 CPs/APs per AP/CP</li> <li>• GUI and API access</li> <li>• Setup and Membership fees collected via Quarterly or Annual invoice</li> </ul>	<b>Special Tiers</b> <ul style="list-style-type: none"> <li>• Bespoke amount of setup assistance</li> <li>• Bespoke no. of users</li> <li>• Unlimited switch transactions</li> <li>• Bespoke no. of wholesale transactions</li> <li>• Bespoke no. of CPs/APs AP/CP</li> <li>• GUI and API access</li> <li>• Setup and Membership fees collected via Quarterly or Annual invoice</li> </ul>

## APPENDIX 4 – MEMBERSHIP TIERS AND FEES

### Setup and Subscription Fees

Access Communications Provider (AP)					
Tier	Max Trans		Setup	Quarterly	Annually
Low	1	100	£350	£570	£2,160
Medium	101	500	£350	£1,710	£6,480
High	501	5,000	£1,000	£14,820	£56,160
Special 10,000	5,001	10,000	£2,000	£14,820	£56,160
Special 20,000	10,001	20,000	£2,000	£22,800	£86,400
Special 20,000+	20,001	93,000	£2,000	£30,780	£116,640

Retail Communications Provider (CP)					
Tier	Consumer Customers		Setup	Quarterly	Annually
0	1	20	£350	£228	£864
1	21	50	£350	£285	£1,080
2	51	250	£350	£456	£1,728
3	251	500	£350	£556	£2,106
4	501	1,000	£350	£684	£2,592
5	1,001	2,500	£350	£926	£3,510
6	2,501	5,000	£350	£1,283	£4,860
7	5,001	7,500	£350	£1,710	£6,480
8	7,501	10,000	£350	£2,138	£8,100

- Special Tier (10,001 +) – Prices to be calculated by request.

### Special Discounts

The following discounts are applicable to the Subscription Fees:

- Registered Community Interest Companies (CIC) of < 500 customers receive a 50% discount on these quarterly or annually recurring prices
- 5% discount is offered for annual payments

### Professional Services fees

Excess setup or changes are charged at the following rate card:

Specialist	Hourly rate, GBP excl. VAT
Project manager	140.00
System architect	135.00
Business Analyst	110.00

Specialist	Hourly rate, GBP excl. VAT
Developer	110.00
Programmer	85.00
System Administrator	85.00
Tester / Support	60.00

## Accessibility solutions

The service is only available to CPs that are integrated via WebGui and upload their data onto the CWP platform. The CPs that are integrated via an API will use their own accessibility solution

Email with PDF attachment	£0
SMS with download link to pdf	£0
Printed Letter including next day postage	£1
Braille printed letter including next day postage	£10
Large format printed letter including next day postage	£10
Audio file on USB drive including next day postage	£10

CWP will consolidate costs from the respective itemised invoices and allocate them to either direct debit or invoice the retailers on a quarterly basis. The same PO number will be used on invoices related to an annual memberships term. CPs that wish to use PO numbers, will need to allocate a figure to cover any accessibility requirements within the budget allocated to their PO.

## UPRN Finder Service

The UPRN Finder is a fully managed service to cleanse a list of customer addresses provided by the member so that it aligns with the Ordnance Survey address list and includes UPRNs.

This service is available to CWP Members for an additional fee. Pricing for the UPRN Finder is based on the number of addresses and batches supplied, as follows:

Batch fee (resubmitting batches attract another fee)	£120
Per output address	£0.033