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Business customers and Consumer law

Switching & Portability (art. 106 EECC)



# Business customers are also end-users

Different needs.

Same regulation

**Same rights** 

|                          | B2B Market   | B2C Market   |  |
|--------------------------|--|--|--|
| Coverage /<br>Investment | Multi-site coverage, both local, national and international. Invests in key commercial centres but the location of customer demand is unpredictable.   | Focus on specific geographic areas.  |  |
| Products and<br>Services | Specialised voice & data services (dedicated internet, leased lines, VPNs, unified communications, managed services, cloud services).  Standard Internet Access also requested.  | Only Standardised services   |  |
| Sales                    | Long-term contracts.  Longer sales cycle due to complexity and customisation.  | Shorter sales cycle. Promotional offers.   |  |
| Pricing                  | Customised pricing based on business requirements, negotiated contracts, volume discounts, long-term agreements.  Incumbents are experts in counter-offers and cross-discounts (fixed-mobile) due to their market share.   | Fixed and standardised pricing. Discounts. Bundled offers.   |  |
| Customer relationship    | Long-term relationships.  Difficulties to gain new customers from the incumbent.   | Emphasis on customer acquisition and retention; loyalty programmes, transactional interactions                               |  |
| Security                 | Redundancy of the network. Back-up services. Low latency connections.  | No security products   |  |
| Network deployment       | Exclusively on-demand  | Massive deployment   |  |
| QoS                      | Very high quality standards - SLAs.<br>Scalable bandwidth.<br>Reliability, flexibility and security.   | No specific QoS requests. Just high-speed connectivity.  |  |
| Commercial prospects     | To provide a competitive offer, a business telco needs to be able to offer <b>connectivity anywhere</b> , without limitation. Investment cannot be everywhere and the existence of just one customer site where the alternative operator has no connectivity options can be sufficient to exclude us from consideration for the entire contract. | Depend only on the return on investment in the particular geographic areas where they have chosen to focus their investment. |  |

### Switching / Portability as a good example of successful regulation for users ......

- Portability = Competition
  - QoSNew products
  - Price
     Niche markets (roaming, migrants)
- Full cooperation NRAs operators.
- Portability as a user's right that works.
- Investment (platforms, resources, QoS,...).
- 2 ways benefit: users and operators.
- A paradigm of benefits from market dynamism (more competition = more user rights).

### ..... but not so good example as EU-single market

- Delays in EECC's Transposition.
- Lack of Harmonization.



# What do Business market demands from the Consumer's regulation

|                           | Numbering   | Portability   | Contractual terms |
|---------------------------|---|---|-------------------|
| Business customer demands | <ul><li>Nomadic</li><li>IN</li><li>Geo (local area)</li></ul> | <ul> <li>QoS</li> <li>Harmonized procedures</li> <li>Numbering bundles</li> <li>Termination costs</li> <li>Incoherent obligations.</li> </ul> |                   |
| B2B Operator demands      | New voice products  |   |                   |

## Conclusions / Areas for thought

### No need for more rights, BUT

- Understand Business customer needs.
- More harmonization at EU level.

### Future DNA

- 1. Will deregulation and less competition preserve consumer rights?
- 2. Will incumbents have any interest to comply with portability rules?

# colt Thank you