

TOTSCo Bulletin No.62

Date: 24 June 2024

Subject: Notification of User Agreement changes

This bulletin provides notice of updates to our User Agreement.

If you have already signed our User Agreement, the notified changes will take effect 30 days after the date of this bulletin. If you have not yet signed our User Agreement, you will be sent the revised version for signature.

Redlined documents showing changes

The linked documents below show redlines of our proposed changes to the User Agreement

User Agreement changes
UA main body v1.2
UA Schedule D v1.2
UA Schedule F v1.2
UA Schedule H v1.2

Consultation and our response

On 29 May 2024, [Bulletin 60](#) informed our stakeholders of proposed updates to our User Agreement and requested comments.

We received a small number of responses. To protect confidentiality, we have summarised the comments and our response in the table below.

Feedback	Our response
Introduction – deletion of references to testing hub.	The proposed changes were made to shorten the introduction but were not intended to change our obligations. We have reinstated revised wording.
4(d)(ii). There was a concern that this went beyond what was required for TOTSCo to maintain a central ACPID List.	We do not need to know a complete list of access providers used by our CP customers. The wording has been updated accordingly to address concerns raised.
Why is there a new definition of “payload”.	This definition is used in Schedule J and so has been included for consistency.

TOTSCo
June 2024

FAQs

Q: How can TOTSCo change the terms of a contract I have signed?

Both the User Agreement (clause 8a) and the MAP Agreement (clause 7a) set out an agreed process for contract change before OTS go-live. That process requires any changes to be approved by TOTSCo’s board and notified to the CP and/or MAP.

Q: What are the key changes, and why are you making them?

The material proposed changes to the contracts are:

What is proposed change?	Why?	Reference in the UA*
CPs required to follow OTS process before go-live: reflects 'ramp' in trials	To protect consumers in the ramp	"Production" definition and clause 6(c)
RCPID Directory and ACPID List information provision and download	To clarify responsibilities of CPs and TOTSCo	clause 4(c) and(b)
Confidentiality (switching metadata, s135 responses, information sharing with independent directors)	To be more explicit about how TOTSCo classifies and shares confidential information	"Confidential information" definition, clause 11(a), 16(c)
Message throughput <ul style="list-style-type: none"> max aggregate throughput ceiling of 250 messages per second to support latency <1 second (Sch D) each CP limited to 'fair use' 50 messages per sec (Sch F) Rate throttling may be imposed to manage hub performance (Sch F) 	To ensure that latency can be guaranteed	Schedules D and F
No inbound voice call centre	Reflecting CP feedback and to reduce cost	Schedule D
Payment only by bank transfer	Reflecting how we can accept payment	Schedule H

*'mirror' changes made to Managed Access Provider (MAP) Agreement.



In addition to the changes highlighted above, there are a series of smaller non-material and/or 'tidying-up' changes.

Q: What do I need to do if I have already signed the UA?

Review the proposed changes and let us know if you have any significant concerns or objections.

You do not need to resign your agreement with us – changes will automatically take effect 30 days.

Q: What about Managed Access Provider (MAP) contracts?

The MAP contracts will also be updated in line with the changes made to the User Agreement. As some additional MAP-only comments were raised, that will be done by a separate bulletin.

