



Reference Offer Wholesale Fibre

Schedule 1: Definitions

"Access Charge Change Notice" means a notice in writing of a change to a Charge for Services provided pursuant to this Agreement;

"Act" means the Communications Act 2003;

"Agreement" means this agreement, the Price List, Schedules and Appendices;

"Ancillary Documents" means those documents specifically listed on KCOM's Website that contain information about the Services;

"Call Out Charge" the Charge payable by the CP pursuant to paragraphs 5.8 and 5.9 of Schedule 4 and as set out in the Price List;

"Charges" all Connection Charges, Rental Charges or any additional charges payable by the CP for the provision of the Services, as detailed in the Price List;

"Clean Order Process" the process KCOM shall follow upon receipt of an Order Form from the CP as set out in sections 2.1 and 3.1 of the Service Operations Manual, and which will culminate in an Order being accepted or rejected;

"CLI" has the meaning given to Calling Line Identification data in the "Guidance on the Provision of Calling Line Identification Facilities and Other Related Services over Electronic Communications Networks" dated 30 July 2018 as the same may be amended or replaced from time to time (the **"CLI Guidelines"**);

"Communications Provider" means a person who provides an Electronic Communications Network or an Electronic Communications Service;

"Condition(s)" means General Condition(s) or a condition other than a General Condition which is expressly stated to apply to either KCOM and/or the CP as the case may be, unless otherwise stated;



"Confidential Information" means any information obtained under or in connection with this Agreement or the Service, in whatever form, which in the case of written or electronic information is clearly designated as confidential and which, in the case of information disclosed orally, is identified at the time of disclosure as being confidential or is by its nature confidential and including such Confidential Information already disclosed by either party to the other prior to the date of this Agreement but excluding any information which:

- (a) is in or comes into the public domain other than by reason of a breach of this Agreement; or
- (b) is previously known on a non-confidential basis to the Receiving Party at the time of its receipt other than by reason of a breach of this Agreement; or
- (c) is independently generated, developed or discovered at any time by or for the Receiving Party; or
- (d) is subsequently received from a Third Party without any restriction on disclosure.

"Connection Charges" the charge specified in the Price List for the installation and connection of the Services;

"CP Billing Contact" means the person so named in the Customer Service Plan, as set out in the Service Operations Manual;

"CP Equipment" means the equipment installed by a CP at a CP Site;

"CP Equipment Room" means the room (which for the avoidance of doubt includes a Co-location Hostel) within an Exchange Site in which the CP has a Specified Floor Area (the terms Co-location Hostel and Specified Floor Area having the meaning ascribed to them in the Ancillary Services Agreement as may be amended from time to time and available on [Ancillary Services | KCOM](#));

"CP Network" means the telecommunications infrastructure and system operated by the CP;

"CP Operational Contact" means the person so named in the Customer Service Plan, as set out in the Service Operations Manual;

"CP Order Correspondence Contact" means the person named in the Customer Service Plan, as set out in the Service Operations Manual;



“CP Responsible Incident” in the event that an incident is identified as being attributable to CP or End User Equipment, the CP Network and/or the End User Site, power supplies, or the action of the CP or End User, employees or agents of the CP or End User, including any failure of the CP or End User to comply with the provisions of this Agreement or supply any information reasonably requested by KCOM, in a timely manner, the incident shall be deemed the responsibility of the CP. Any such downtime shall not qualify for compensation and / or Service Credits;

“CP Site” means the building address at which the CP houses its CP Equipment; this may also be an Exchange Site. This excludes street cabinets and similar constructions;

“CP Service” means the service provided to the End User by the CP or the CP’s reseller;

“Credit Limit” means the amount of credit, if any, extended by KCOM to the CP as calculated in accordance with the Credit Vetting Policy;

“Credit Vetting Policy” means the means the document which sets out KCOM’s process for assessing credit risk, as may be amended from time to time and available on [Service Information | KCOM](#);

“Customer Service Plan” means the document forming part of the Service Operations Manual containing details of individuals, addresses and telephone numbers for the ordering, maintenance and support of the Services provided pursuant to this Agreement;

“Data Processing Commitment” means the Data Processing Commitment as set out at Schedule 6;

“Data Protection Laws” means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 2018 (**DPA 2018**), the General Data Protection Regulation 2016/679 (**EU GDPR**), the retained EU law version of the General Data Protection Regulation 2016/679 (as defined in the DPA 2018) (**UK GDPR**) and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated and the terms “Data Controller”, “Data Processor”, “Data Subject”, “Data Subject Access Request”, “Supervisory Authorities”, “process” and “Personal Data” shall have the meanings given to those terms in the DPA 2018;

“Disclosing Party” means a party disclosing Confidential Information to the Receiving Party;



"Dispute" means a disagreement between the parties excluding breaches of this Agreement;

"Disputing Party" means a party raising a Dispute with the other party;

"Due Date" means a date which is 30 calendar days after the date of an invoice or if such date falls on a date other than a Working Day the date of the previous Working Day;

"Electronic Communications Network" means

- (a) a transmission system for the conveyance, by the use of electrical, magnetic or electro-magnetic energy, of signals of any description; and
- (b) such of the following as are used, by the person providing the system and in association with it, for the conveyance of the signals
 - (i) apparatus comprised in the system;
 - (ii) apparatus used for the switching or routing of the signals; and
 - (iii) software and stored data.

"Electronic Communications Service" means any service consisting in, or having as its principal feature, the conveyance by means of an Electronic Communications Network of signals, except in so far as it is a content service;

"Emergency" means a serious situation or occurrence that happens unexpectedly and demands immediate action;

"Emergency Organisation" means the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in the case of an Emergency;

"End User" a person having a contract with the CP for the provision of the Services;

"End User Equipment" any equipment located at the End User Site owned by the End User or



a Third Party which when operated in conjunction with KCOM's Equipment allows the End User to obtain and/or receive the Services;

"End User Site" means (i) the End User's premises or (ii) a **"Central Switch"** where, within a multi-occupancy building KCOM has installed a switch to which the End User's premises connects via cabling owned and maintained by the building's owner;

"Excess Construction Charges" means charges for network build as set out in the Price List;

"Exchange Line" means apparatus comprised in an Electronic Communications Network and installed for the purpose of connecting a telephone exchange to a Network Termination Point;

"Exchange Line ID" means the specific identifier notified by KCOM to the CP and associated with a Wholesale Fibre Service provided to an End User;

"Exchange Site" means the site of a KCOM nominated Next Generation Access (NGA) exchange within the Hull Area, as notified by KCOM to the CP from time to time;

"General Conditions" means the General Conditions of Entitlement set by OFCOM under the Communications Act 2003 as amended or replaced from time to time;

"Group Company" means in respect of either party, its holding company, its subsidiaries and any subsidiaries of its holding company. The terms "subsidiary" and "holding company" have the meanings ascribed to them by section 1159 and Schedule 6 of the Companies Act 2006 (as amended);

"Hull Area" means the area defined as the 'Licensed Area' in the licence granted on 30 November 1987 under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communications (Hull) plc;

"Incident Management Procedure" KCOM's incident management procedure for the Services, as specified in the Service Operations Manual;

"Initial Term" means the minimum period of service specified in the Schedules;

"Intellectual Property Rights" means any patent, petty patent, registered design, registered trade or service mark, copyright, design right, semi-conductor topography right, know-how or any similar right exercisable in any part of the world including any application thereof;

"Interest Rate" means 4% per annum above the base lending rate of the National Westminster



Bank Plc in force from time to time;

"Internal Cable Connect" means the service of the same name contracted under the Reference Offer for Ancillary Services;

"KCOM Equipment" any equipment located at End User Site which is supplied by KCOM as part of the Service;

"KCOM Exchange" means a KCOM exchange which End User Sites connect into;

"KCOM Network" the telecommunications infrastructure and system operated by KCOM;

"KCOM Operational Contact" means the person so named in the Customer Service Plan, as set out in the Service Operations Manual;

"KCOM Technical Support Team" the centre to which all incidents should be addressed;

"KCOM Website" means the website at: [KCOM Wholesale | KCOM](#) or such other on-line address that KCOM may advise to the CP from time to time;

"KCOM Wholesale Desk" the centre to which help queries should be addressed, the contact details of which are set out in the Customer Service Plan in the Service Operations Manual;

"Layer 2 Aggregation" means Local exchange Layer 2 switched network as detailed in the Wholesale Fibre Technical Characteristics document available on [Technical interface information | KCOM](#);

"Legislation" all Acts of Parliament and statutory regulations, instruments or orders and codes of practice and all applicable European Union Laws, treaties, directives and other legislation as any of the same may be amended as replaced from time to time;

"Line Rate" the rate of connection between the ONT and the equipment located at the KCOM Exchange;

"Local Access Backhaul Services" means those circuits connecting the Exchange Sites with the CP Site for the purpose of transmitting the respective CP's End User traffic;

"Missed Appointment Fee" the fee set out in the Price List that KCOM may charge in the event that an appointment is cancelled by the CP or the CP Operational Contact or the installation of the Service cannot take place due to a CP or End User related issue;



“Network Termination Point (NTP)” means the network termination point at an End User Site;

“Ofcom” means the Office of Communications;

“OLT” means the optical line termination equipment in an Exchange Site;

“One Touch Switch” means the single process provided by providers of fixed landline and broadband services to residential customers to switch broadband and/or landline services free of charge as set out in the General Conditions;

“ONT” means the optical network termination equipment at an End User’s Site, including but not limited to (i) a single termination or (ii) a **“Central Switch”** where, within a multi-occupancy building KCOM have installed a switch to which the End User’s premises connect via cabling owned and maintained by the building’s owner;

“Order” means an order for the supply of the Services placed by the CP:

(a) in respect of Virtual Cable Connect and Local Access Backhaul Services using the Order Form; and

(b) in respect of Wholesale Fibre, the Order placed in accordance with the process set out in the Service Operations Manual,

which is accepted by KCOM and which is governed by this Agreement; **“Order Form”** means the form specified by KCOM which the CP shall submit to place an Order for the Virtual Cable Connect and Local Access Backhaul Services which KCOM may accept or reject;

“Partner Integration Hub” or “PIH” means KCOM’s external facing API Platform;

“Payment Period Notice” a notice which may be issued by KCOM pursuant to the Credit Vetting Policy;

“PON” means the Passive Optical Network deployed by KCOM;

“Planned Outage” in maintaining the Service provided KCOM may, with reasonable notice, require a temporary outage in service. Wherever possible KCOM will agree the outage with the CP in advance of the required work. Any planned downtime shall not be included in incident or service reliability measurements;

“Point of Handover” means the point where the KCOM Network connects to the CP Network;

“Premium Installation” means the premium installation service described in paragraph 3.3 of



Schedule 3;

"Price List" means the folder entitled Price Lists & Notices containing a list of KCOM's charges and terms that apply to the Service and which can be seen at [Pricing Page | KCOM](#) (or any other on-line address that KCOM may advise the CP of from time to time);

"Privacy Regulations" means the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended in 2004, 2011, 2015 and 2016 and as may be further amended from time to time;

"Profile Monitoring" means the process by which the actual level of invoicing by KCOM in the month will be monitored against the Credit Limit for that month as further described in the Credit Vetting Policy;

"Proposed Start Date" or **"PSD"** the date calculated in accordance with Table 1 and Table 2 of the Service Operations Manual, or such later date as notified to the CP by KCOM should there be any delay in respect of when the Service is due to be made available to the CP;

"Public Electronic Communications Network" means an Electronic Communications Network provided wholly or mainly for the purpose of making Electronic Communications Services available to members of the public;

"Public Electronic Communications Service" means any Electronic Communications Service that is provided so as to be available for use by members of the public;

"Receiving Party" means a party receiving Confidential Information from a Disclosing Party;

"Rental Charges" means the monthly charge payable for the provision of the Service, as detailed in the Price List;

"Schedules" means the Schedules to this Agreement, including any amendments;

"Security Notice" means a notice issued pursuant to the Credit Vetting Policy;

"Services" means the supply of Virtual Cable Connect, Local Access Backhaul Services and Wholesale Fibre as described in the Schedules;

"Service Affecting Incident" any incident or event on the KCOM Network and/or the NTE or ONT which results in any problem or breakdown in the operation of the Service;

"Service Credit" compensation which may be payable by KCOM to the CP in the event that



KCOM's delivery of the Services fails to achieve prescribed minimum standards, subject to certain exceptions, as further described and set out in the Service Standard;

“Service Level” means the KCOM targets set out by KCOM in relation to performance of the Service as described in Schedule 4;

“Service Operations Manual” means the appropriate product description document and business process document containing information relating to the Service (depending upon the Service) as may be amended from time to time. The Service Operations Manual is available on the KCOM Website [KCOM Wholesale | KCOM](#);

“Service Request Process” means the process described in the Service Operations Manual;

“Service Standards” means the standards set out in Schedule 4 which defines the levels of service the CP can expect from KCOM;

“Service Start Date” means the Proposed Start Date or if different the earlier of the date upon which KCOM notifies the CP the Service is available for use or the date the End User begins using the Service;

“Special Offer” means a temporary price reduction for a particular product or service, applicable to all CPs on a non-discriminatory basis, which is stated to apply for a limited and predefined period and where the price immediately on expiry of that period is not higher than the price immediately before the start of that period;

“Standard Installation” means the standard installation service described in paragraph 3.3 of Schedule 3;

“Technical Support Team” means the KCOM team who manage the Incident Management Procedure as detailed in the Service Operations Manual;

“Third Party” means a person other than KCOM or the CP;

“Time Related Charges” the charges specified in the Price List, raised to recover cost incurred when an engineer performs additional work;

“Time To Resolve (TTR)” the length of time to resolve an incident;

“VAT” means United Kingdom Value Added Tax;

“Virtual Cable Connect” means the service described in Schedule 2;



"Wholesale Fibre" means the service described in Schedule 3;

"Working Day" means any day other than Saturdays, Sundays, public or bank holidays in the United Kingdom;

"Working Hours" means between 9.00 a.m. and 5.00 p.m. on any Working Day.