

Reference Offer for Dark Fibre Services

Internal Reference Offer

This document has been prepared to comply with SMP Condition 5.4 of Schedule 1, Part 3 of Volume 4 (Legal Instruments) of Ofcom's Hull Area Wholesale Fixed Telecoms Market Review 2021-26, published on 28 October 2021.

Where KCOM provides network access to itself in a manner that differs from that detailed in a Reference Offer in relation to network access provided to any Third Party, KCOM must ensure that it publishes a Reference Offer in relation to the network access that it provides to itself.

KCOM Group Limited is a vertically integrated business providing services to both wholesale and retail customers.

KCOM's wholesale operation does not purchase a Dark Fibre product to use in the provision of other wholesale services.

Additionally, KCOM's retail operations do not purchase Dark Fibre from KCOM's wholesale operations. However, to ensure transparency this Internal Reference Offer details the terms which would not apply if it did so.

Table 1 cross refers to the conditions in SMP Condition 5.2 applying to the provision of Dark Fibre Access, and where relevant, the table identifies and explains any differences between the application of the Dark Fibre Reference Offer between third party Communications Providers and KCOM Retail (if KCOM Retail ever purchased Dark Fibre from KCOM's wholesale operation).

Table 1: Conditions applying to the provision of Dark Fibre access

Paragraph of SMP Condition 5.2	Difference from RO when applied to KCOM Retail
(a) a description of the network access to be provided, including technical characteristics (which shall include information on network configuration where necessary to make effective use of network access)	No difference.
(b) the locations at which network access will be provided	No difference.
(c) any relevant technical standards for network access (including any usage restrictions and other security issues)	No difference.
(d) the conditions for access to ancillary, supplementary and advanced services (including operational support systems, information systems or databases for pre-ordering, provisioning, ordering, maintenance and repair requests and billing)	No difference.
(e) any ordering and provisioning procedures	No difference.

(f) relevant charges, terms of payment and billing procedures	KCOM would not raise an internal charge (other than through the regulatory accounting process) or have terms of payment or produce a bill.
(g) details of maintenance and quality as follows— (i) specific time scales for the acceptance or refusal of a request for supply and for completion, testing and hand-over or delivery of services and facilities, and for provision of support services (such as fault handling and repair); (ii) Service Level Commitments, namely the quality standards that each party must meet when performing its contractual obligations; (iii) the amount of compensation payable by one party to another for failure to perform contractual commitments; (iv) a definition and limitation of liability and indemnity; and (v) procedures in the event of alterations being proposed to the service offerings, for example, launch of new services, changes to existing services or change to prices	(i) There are no contractual provisions relating to these matters internally within KCOM. However, for the dark fibre product, KCOM have defined an insertion loss standard at which a circuit will be tested against to be considered faulty. No such parameter is set for active fibre as these products are remotely monitored by KCOM for faults via the active product equipment installed; (ii) There are no contractual service level commitments internally within KCOM; (iii) There are no compensation schemes internally within KCOM. Compensation payable (if any) is consistent with Schedule 3 (Service Standards) of the Dark Fibre Reference Offer. The mechanism for applying compensation internally will be via utilisation of the internal trading accounting procedures featuring internal transfers rather than adjustments to bills; (iv) There are no legal liability and indemnity issues within a single legal entity such as KCOM; and (v) KCOM does not notify itself or issue SoRs to itself, but all changes to its services will be governed by the relevant conditions applied by the appropriate market review final statement and corresponding legal instruments.
(h) details of measures to ensure compliance with requirements for network integrity	No difference.
(i) details of any relevant intellectual property rights	Since this type of contractual requirement would not reasonably apply to transactions which take place within the same legal entity, not applicable.
(j) a dispute resolution procedure to be used between the parties	Since this type of contractual requirement would not reasonably apply to transactions which take place within the same legal entity, not applicable.
(k) details of duration and renegotiation of agreements	Not applicable within a single legal entity such as KCOM.
(l) provisions regarding confidentiality of the agreements	Not applicable within a single legal entity such as KCOM.
(m) rules of allocation between the parties when supply is limited (for example, for the purpose of providing	Not applicable within a single legal entity such as KCOM.



Accommodation Services or location of masts)	
(n) the standard terms and conditions for the provision of network access	Not applicable within a single legal entity such as KCOM. The standard Dark Fibre terms and conditions apply to other parts of KCOM when purchasing active or dark fibre products except that certain provisions will not apply because both parties are part of the same legal entity.
(o) details of interoperability tests	Not applicable within a single legal entity such as KCOM.
(p) details of traffic and network management	Not applicable within a single legal entity such as KCOM.