

Agreement for the Provision of KCOM PIA

Schedule 7: Forecasting

1. Introduction

- 1.1 The CP is required by clause 9 of the main agreement to provide regular, reasonably accurate forecasts of their use of the Services to enable a better and more efficient delivery from KCOM.

2. Definitions

- 2.1 The following terms have the meaning set out below when used in this Schedule:

Estimated Forecast Period means those periods referred to in paragraph 3 below.

Forecast Tolerance means twenty (20) per cent.

Fixed Forecast Period means those periods referred to in paragraph 3 below.

Forecast Date means those dates set out in the table below which are a minimum of three months prior to the start of the relevant Forecast Period.

Forecast Period means a calendar month.

Forecast means an estimate of the amount for each Service Category that the CP expects to attempt to install CP Apparatus in or on Physical Infrastructure in each Forecast Period.

Service Category means Spine Duct (km), Poles (number) and number of Defective Poles.

3. Provision of Forecasts

- 3.1 During the term of this Agreement the CP shall provide a Forecast on or before the Forecast Date for the Estimated Forecast Period and Fixed Forecast Period as set out in the table below:

Forecast Date	Fixed Forecast Period	Estimated Forecast Period
1 Nov	1 Feb – 31 July	1 Aug – 31 Jan
1 Feb	1 May – 31 Oct	1 Nov – 30 Apr
1 May	1 Aug - 31 Jan	1 Feb – 31 Jul
1 Aug	1 Nov – 30 April	1 May – 31 Oct

- 3.2 The CP must ensure that any Forecast is provided in good faith and represents a reasonably accurate prediction at the time it is provided to KCOM of its use of the Service. The CP acknowledges and accepts that the more precise it can predict its actual usage of the Service including by specific location, date and Service Category the easier it will be for KCOM to provide the Services.
- 3.3 The Forecast must contain an estimate for each calendar month of the volumes for each Service Category as set out in the Operations Manual.

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- 3.4 Subject to paragraph 3.7 once the CP submits a Forecast it can only amend that Forecast prior to the Forecast Date for the relevant Fixed Forecast Period.
- 3.5 The parties agree that a Forecast is not a commitment to place a minimum number of Requests during any Forecast Period however the CP shall use reasonable endeavours to meet the Forecast.
- 3.6 The Forecast Dates are the latest dates by which a CP must submit a Forecast for a Fixed Forecast Period. The Forecast Periods are set out in the table below. On the Forecast Date the CP must also submit an estimated forecast for the Estimated Forecast Period.
- 3.7 The CP may, on a minimum of thirty (30) days prior written notice to KCOM revise any Forecast for a Fixed Forecast Period by up to a maximum of ten (10) per cent. The process for making changes to Forecasts is set out in the Operations Manual. The CP must also advise KCOM of any potential variance outside the ten (10) per cent referred to above to allow KCOM to better operationally plan and allocate resource.

4. Effect of Inaccurate Forecasts

- 4.1 KCOM shall for each Forecast Period, Forecast Area and Service Category calculate the total volumes in each forecast from each CP of the Service and compare to the Build Completion Packs.
- 4.2 The Build Completion Pack, during any Forecast Period, when measured against the Forecast for each Service Category, should not fall above or below the Forecast Tolerance.
- 4.3 In the event of inaccurate Forecasts, KCOM may raise it as a topic to be covered in any review meetings convened by KCOM as per clause 10.