



Reference Offer Wholesale Fibre

Schedule 3: Wholesale Fibre

1) THE SERVICE

- a) Wholesale Fibre provides connectivity between the CP's Equipment either in an Exchange Site or at the CP Site where Wholesale Fibre is utilised, and the ONT located within the End User Site. Wholesale Fibre is delivered using KCOM's Gigabit Passive Optical Network ("GPON"), which is a fibre to the premises network delivery ("FTTP") mechanism. Delivery of the Wholesale Fibre Service will be by means of Virtual Cable Connect between a handover frame within the Exchange Site and the ethernet port on the ONT at the End User Site;
- b) The Wholesale Fibre Service requires a Virtual Cable Connect Service (under the provisions of Schedule 2) to be in place for each OLT within the Exchange Site in advance of the Wholesale Fibre Service Order. The Wholesale Fibre Service terminates at the ONT.
- c) The Wholesale Fibre Service will only be available at the locations as notified by KCOM to the CP from time to time.

2 SERVICE PROVISION

- 2.1 The CP agrees to make the necessary arrangements so that the End User is aware that:
 - (a) in the absence of an alternative power source, the CP Service will fail in the event of mains power supply failure;
 - (b) the End User may need to upgrade existing or deploy new End User Equipment for use with the CP Service; and
 - (c) if KCOM requires access to the End User Site, the End User must be present during the period that the Wholesale Fibre Service is to be provided and activated.
- 2.2 KCOM shall ensure that the Wholesale Fibre Service is successfully delivered to the ONT that KCOM will install at the End User Site (where applicable) and which is the NTP for the Wholesale Fibre Service. The CP acknowledges and agrees that, in order for the End User to be able to use the Services, the CP or End User will need to install and connect a router that is compatible with the Services delivered to the ONT. The CP is responsible for ensuring that such router is of an appropriate specification and set correctly to use with the Wholesale Fibre Services.



3. INSTALLATION OF THE SERVICES

- 3.1 KCOM will provide the CP with the date of an engineer visit for the installation of the Services at the End User Site. This will either be a morning (AM) or afternoon (PM) appointment for each End User.
- 3.2 Where KCOM has made a scheduled appointment for the installation of the Services at an End User Site it is the CP's responsibility to inform the End User of the date and time of the appointment. The CP will be subject to a Missed Appointment Fee as set out in the Price List if a KCOM engineer has been dispatched to an End User Site and:
- (a) the appointment is cancelled by the CP and/or the End User after the engineer has been dispatched;
 - (b) the person in attendance at the End User Site is under the age of 18;
 - (c) there is no one at the End User Site;
 - (d) there is no one at the End User Site who knows what work is required or who is otherwise authorised to agree it;
 - (e) the CP and/or the End User ask the KCOM engineer to call back at an alternative time;
 - (f) the KCOM engineer is refused entry to the End User Site;
 - (g) installation of the Services cannot proceed due to any other CP or End User related issue e.g. there are no suitable or there are insufficient power sockets and/or there is insufficient wall space;
 - (h) if the order is cancelled within two Working days of the Proposed Start Date.
- 3.3 KCOM will provide an ONT within 25 metres (usable of fibre length) of the external fibre utility box situated at the End User's premises where the fibre enters the End User's premises for a Standard Installation and within 50 metres for a Premium Installation. The fibre length is the only differentiator between a Standard and Premium Installation.
- 3.4 The Connection Charges that apply in respect of an Order for Services (which shall include without limitation any charges for installation of the Services) will be as stated in the Price List and on the Order.

4 ORDER HANDLING

- 4.1 The CP must place Orders by following processes set out in the Service Operations Manual. The CP will provide KCOM with details of the CP Order Correspondence Contact(s) and the CP Operational Contact(s) and their details shall be set out in the Customer Service Plan. KCOM will only accept queries relating to Orders placed from the CP Order Correspondence Contact(s) named in the Customer Service Plan and KCOM shall only address incidents raised



by the CP Operational Contact(s) set out in the Customer Service Plan.

- 4.2 An Order may be rejected if:
- (a) there is a service or services which are incompatible with the Service;
 - (b) any information is inaccurate, incomplete or incorrect or if it is a duplicate Order;
 - (c) the Service is not available at the location;
 - (d) where there is insufficient capacity to fulfil the Order.
- 4.3 If an Order is rejected, KCOM will generate a 'Keep Customer Informed' message or an error message which will specify the reason for the rejection.
- 4.4 All Orders received by KCOM will be processed by KCOM in the order in which they are received.
- 4.5 If an Order is cancelled, KCOM reserves the right to charge a cancellation charge (as set out in the Price List) providing such cancellation is not caused by a failure by KCOM.

5 CESSATION

- 5.1 The Initial Term for the Wholesale Fibre Service to an individual End User Site is twelve (12) months commencing from the Service Start Date.
- 5.2 If the CP terminates the Wholesale Fibre Service before the end of the Initial Term, the CP shall pay KCOM an early termination charge as set out in the Price List which is based on the Rental Charge (being the Rental Charge charged by KCOM at the time when the CP terminates the Wholesale Fibre Service to that individual End User Site) for the unexpired portion of the Initial Term.
- 5.3 Following the expiry of the Initial Term, the Order will continue unless and until terminated by either party in accordance with this Agreement.

6 LINE RATES

- 6.1 The Line Rates for the Wholesale Fibre Service are as set out in the Price List and for any individual connection will depend on the service option the CP has specified on the Order. Whilst the Wholesale Fibre Service is unaffected by the distance and configuration of individual access lines, the total capacity of each PON circuit may be contended. Refer to the Wholesale Fibre Technical Characteristics document available on [Technical interface information | KCOM](#) for details.



7 CONNECTION OF EQUIPMENT TO THE SERVICE

- 7.1 Any equipment connected to the Service by the CP or the End User must not harm the KCOM Network, the Service or KCOM Equipment or another Communication Provider's or Third Party's network or equipment and must be:
- (a) connected and used in line with any relevant instructions provided by the manufacturer or KCOM;
 - (b) connected and used in line with any relevant laws or regulatory requirements, including any legal requirements imposed upon the parties including requirements arising from the General Conditions; and
 - (c) technically compatible with the Service and connected and used in line with any relevant standards.
- 7.2 The CP agrees to connect equipment to the Service only by using the ONT (where applicable) provided by KCOM with the Service.
- 7.3 Further to paragraph 7.1 above, if, upon becoming aware that the equipment does not meet the relevant instructions, standards or laws, the CP will use its reasonable endeavours to procure that the End User will disconnect it.
- 7.4 KCOM will not be liable for failure to meet any Service Level or other obligations under this Agreement to the extent that the failure is caused by equipment found to be connected otherwise than in accordance with this paragraph 7.

8 KCOM LIAISON WITH END USERS

- 8.1 All communications between KCOM and End Users will be arranged via the CP except that if the Services are to be delivered to an End User Site, KCOM may contact End Users directly in the following circumstances:
- (a) where the CP has requested KCOM to contact the End User directly; and / or
 - (b) in relation to all appointments, changes to appointments and access arrangements with the End User for engineering visits; and / or
 - (c) to assist with incident diagnostics.