



# Reference Offer Wholesale FibreLine Access

## Schedule 4: FTTP Service

In accordance with Clause 5.3 of this Agreement, where the Services are provided via the use of a Central Switch in a Multi Occupancy Unit, certain terms within this Agreement shall be varied in accordance with the terms as set out in Schedule 7.

### 1. THE SERVICE

- 1.1 The Wholesale FibreLine Access FTTP Service ("WFL FTTP") provides connectivity between the WFL Site and the ONT located within the End User Site. WFL FTTP is delivered using KCOM's Gigabit Passive Optical Network ("GPON"), which is a fibre to the premises network delivery ("FTTP") mechanism. Delivery of the WFL FTTP Service will be by means of optical fibre cable between the KCOM Exchange and the ethernet port on the ONT at the End User Site.
- 1.2 WFL FTTP requires an Aggregation Point and Extension Path Service (under the provisions of Schedule 2) within the WFL Site to be in place in advance of the WFL FTTP Service Order.
- 1.3 The WFL FTTP Service terminates at the ONT.
- 1.4 The WFL FTTP 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 WFL FTTP Service is to be provided and activated.
- 2.2 The KCOM engineer, on agreement with the End User, will provide a WFL FTTP wiring solution comprising of one or a combination of the following:



- (a) an internal data extension kit;
- (b) an external data extension kit;
- (c) relocation of the End User's current NTP provided that it is up to a maximum of one hour's work from the time the KCOM engineer commences work on arrival at the End User Site and is undertaken to the extent necessary for engineering and safety reasons.

2.3 KCOM shall ensure that the WFL FTTP Service is successfully delivered to the ONT that KCOM will install at the End User Site and which is the NTP for the WFL FTTP 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 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) there are no suitable or there are insufficient power sockets.

3.3 KCOM will provide an ONT within 50 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. 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 Form.

#### **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 Orders placed by 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) the CP has cancelled its own Order;
- (c) any information is inaccurate, incomplete or incorrect or if it is a duplicate Order;
- (d) where there is insufficient capacity to fulfil the Order.

4.3 If an Order is rejected, KCOM will notify the CP of the reason for the rejection. KCOM reserves the right to charge a cancellation charge (as set out in the Price List) in relation to any rejected Order providing such rejection is not caused by a failure by KCOM.

4.4 All Orders received by KCOM will be processed by KCOM in the order in which they are received.

#### **5 CESSATION AND CANCELLATION**

5.1 The Initial Term for the WFL FTTP Service to an individual End User Site is:

- (a) where the connection is the first provision of an FTTP Service to that End User Site, twelve (12) months commencing on the date of provision of the WFL FTTP Service to the CP;
- (b) where the connection is a Migration of an FTTP Service to that End User Site, one month commencing on the date of provision of the WFL FTTP Service to the CP.

5.2 If the CP terminates the WFL FTTP Service before the end of the Initial Term, the CP shall pay KCOM an early termination charge which is based on the End User Rental Charges (being the End User Rental Charges charged by KCOM at the time when the CP terminates the WFL

FTTP Service to that individual End User Site) for the unexpired portion of the Initial Term, as set out within the Price List.

## **6 LINE RATES**

- 6.1 The Line Rates for the WFL FTTP Service are as set out in the Wholesale FibreLine Access Technical Characteristics document (CIP037) and for any individual connection will depend on the service option the CP has specified on the Order. The WFL FTTP Service is unaffected by the distance and configuration of individual access lines.
- 6.2 The CP must ensure that traffic throughput for each End User is restricted to the contracted Line Rates by its management control systems.
- 6.3 Where KCOM is a signatory to Ofcom's Voluntary Code of Practice for ISPs, KCOM will apply the same best practice principles set out in the Code for the benefit of the CP and the CP's End Users.

## **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.