

**ANNEX 3  
Operational Procedures**

**Index**

- 1 Definitions**
- 2 General**
- 3 Points of Connection**
- 4 Forecasting**
- 5 Ordering and Provision of Capacity**
- 6 Alterations to the Systems**
- 7 Data Management Amendments**
- 8 Wayleaves**
- 9 Fault Reporting**

**1 DEFINITIONS**

- 1.1 In this Annex 3, a reference to a paragraph or Appendix unless stated otherwise, is to a paragraph or Appendix of this Annex 3. Words and expressions have the meaning given in Clause 1.

**2 GENERAL**

- 2.1 This Annex 3 details the operational and maintenance principles for conveying Calls between the KCH System and the Operator System.
- 2.2 The details of the interconnect between the parties' Systems and the plans for future developments relating to interconnect shall be recorded in the Technical Master Plan. The Customer Service Plan shall contain details of the points of contact within the Operator's and KCH's organisation. The parties shall endeavour to keep these documents up to date.
- 2.3 If there is a written form for the exchange of information between the parties such information may be exchanged in electronic form as agreed by the parties.

**3 POINTS OF INTERCONNECTION**

- 3.1 The parties will establish the initial Point of Interconnection as mutually agreed.
- 3.2 Either party may request in writing additional Points of Interconnection at any time.
- 3.3 The physical implementation of any additional Points of Interconnection shall be In-span Interconnection.
- 3.4 The parties shall use their respective reasonable endeavours to agree the Interconnection Design for an additional Point of Interconnection within eight weeks of the request under paragraph 3.2. Such Interconnect Design shall identify:

- 3.4.1 the location of the Point of Interconnection;
  - 3.4.2 the Interconnect Routes to be established;
  - 3.4.3 the parties' respective Switches which are to be connected;
  - 3.4.4 the testing to be undertaken by the parties; and
  - 3.4.5 the initial forecast of traffic volumes and profiles in accordance with paragraph 5.1 below.
- 3.5 The party requesting an additional Point of Interconnection shall, forthwith upon the agreement of the Interconnect Design, specify the initial Capacity Profile to be made available at each Interconnect Route. Each new Interconnect Route shall have a minimum configuration of two Circuits.
- 3.6 The parties shall use their respective reasonable endeavours to build and test the Interconnect Route within 15 weeks of agreeing the Interconnect Design under paragraph 3.4.
- 3.7 If the parties have agreed to establish a new Point of Interconnection and either party subsequently defaults in establishing such Point of Interconnection, the non-defaulting party shall be entitled to reclaim its reasonable costs arising by reason of such default provided (and to the extent only) that it is not also in default in relation to the establishment of such Point of Interconnection.

#### **4 TRAFFIC FORECASTS**

- 4.1 Traffic Forecasts shall be used by the parties for planning sufficient switch and distributive network capacity to meet subsequent Capacity Order requirements. While the parties shall use reasonable endeavours to provide accurate Traffic Forecasts, they shall not be legally binding except to the extent stated otherwise in this Agreement.
- 4.2 Traffic Forecasts for each KCH Switch Connection shall be prepared by the Operator for the Traffic Types listed in Annex 2 Table A for which the Operator is stated to have the responsibility as defined in Annex 2 paragraph 6.1.3.
- 4.3 Traffic Forecasts for each Operator Switch Connection shall be prepared by KCH for the Traffic Types listed in Annex 2 Table A for which KCH is stated to have the responsibility as defined in Annex 2 paragraph 6.1.3.
- 4.4 All Traffic Forecasts shall be in an agreed form (for example the form set out in the Provisioning Manual.)
- 4.5 Traffic Forecasts shall be on a rolling basis for a period of three years.

- 4.6 A Traffic Forecast provided by either party at yearly intervals for each Switch Connection pursuant to paragraphs 4.2 and 4.3, shall be made available at least 15 Working Days before the technical review meeting immediately before the Traffic Forecast period next following. These Traffic Forecasts shall (subject as provided below) cover the following three years broken down for each quarter for the first two years.
- 4.7 If either party's Traffic Forecast for a category of traffic for any twelve month period at any Switch Connection has changed 10 per cent. or more since the last Traffic Forecast or where any additional Switch Connection is proposed by such party during the next twelve months, then the changed Traffic Forecast shall be notified not later than the next technical review meeting following such change or adoption of such proposal.
- 4.8 During the first two years up to the 2<sup>nd</sup> anniversary of the first RFS Date, the Operator may supply Traffic Forecasts covering only two years. Thereafter, such Traffic Forecasts shall cover a period of three years.
- 4.9 Traffic Forecasts supplied pursuant to paragraphs 4.2 and 4.3 shall:
- (a) be in terms of day and evening busy hour erlangs. The day busy hour shall be within the period 0800 to 1800 hours and the evening busy hour shall be within the period 1800 to 0800 hours except where agreed otherwise;
  - (b) identify the time of the busy hour for a Traffic Route to be configured pursuant to paragraph 4.1;
  - (c) be in the form set out in the Provisioning Manual;
  - (d) be authorised and signed at an appropriate level by the originating party and acknowledged by the receiving party.
- 4.10 The parties may agree to modify the procedures in this paragraph 4 if and when additional Traffic Routes and/or Traffic Streams are identified or if presently planned Traffic Routes are subdivided.
- 4.11 The forecasting procedures shall be reviewed at the technical review meeting to discuss routing and forecasting matters and to agree changes and appropriate timings for their implementation.
- 4.12 The parties may from time to time agree in writing costs to be incurred and charged separately in respect of system upgrade or modification based upon the Traffic Forecasts supplied by a party to this agreement. In the event that this agreement is terminated under Clause 24 above then the other party shall pay the terminating party all costs agreed under this paragraph.

## **5 ORDERING AND PROVISION OF CAPACITY**

- 5.1 For each existing Interconnect Route, each party shall provide Capacity Profiles to the other on 1 March, 1 July and 1 November (or the first Working

Day thereafter) in each year giving its best estimate of the contents of the Orders for Capacity likely to be placed by that party within the next twelve month period (divided into three periods: 1 April - 31 July, 1 August - 30 November, 1 December - 31 March) commencing on the date one month after the date of provision of the Capacity Profile. Each Capacity Profile shall contain at a minimum the following information: 1) the relevant Interconnect Route, 2) the relevant Switch in the other party's System and 3) the amount of additional Capacity required at that Interconnect Route.

- 5.2 Within one month after the Capacity Profile is provided, the party (the "supplying party") in receipt of the other's Capacity Profile shall, following discussions with the other party (the "ordering party"), indicate any difficulties the supplying party may anticipate in satisfying the ordering party's Capacity Profile and advise the ordering party in writing:
  - (a) which Capacity Profiles the supplying party will be able to satisfy; and
  - (b) the date by which provision would be practicable in respect of any Capacity Profiles which the supplying party will not be able to satisfy.
- 5.3 Notwithstanding the provisions of paragraph 5.2, the supplying party shall, if required by the ordering party maintain any existing Capacity and supply at least four additional Circuits at any Interconnect Route in any four months period commencing on 1 April, 1 August or 1 December.
- 5.4 Requirements for Capacity during the first four month period of any Capacity Profile which the supplying party indicates (under paragraph 5.2.(a)) it shall be able to satisfy, shall comprise an Advance Capacity Order ("ACO").
- 5.5 The ordering party shall, in respect of each ACO, place (and not subsequently cancel) Orders for Capacity (during the four months period covered by the ACO) amounting to not less than the amount of the ordering party's Capacity requirement specified in such ACO less two Circuits.
- 5.6 Without prejudice to paragraphs 5.3 and 5.7, to the extent that Capacity the subject of an Order exceeds the Capacity set out in the relevant ACO in respect of the period during which the Order is placed, the supplying party shall use reasonable endeavours to ensure that such additional Capacity is ready for testing as soon as is reasonably practicable.
- 5.7 The supplying party shall, in respect of Orders placed in accordance with paragraphs 5.3 and 5.5, comply with the following time scales:
  - (a) where Capacity is to be made available involving the opening of a route, or Capacity Rearrangement involves the opening of a route to the same or a different Switch in the supplying party's System: 65 Working Days from date of Order to RFT Date; and
  - (b) where Capacity is to be made available involving expansion of an existing Interconnect Route, or Capacity Rearrangement without

opening a route, in the supplying party's System: 25 Working Days from date of Order to RFT Date;

- 5.8 The parties shall use their reasonable endeavours to ensure that the RFS Date falls within 20 Working Days of the relevant RFT Date.
- 5.9 Capacity Charges shall be paid by the ordering party from the earlier of the RFS Date or 20 Working Days after the RFT Date (if the RFS Date has been delayed by an act or omission or the ordering party).
- 5.10 Either party having placed an Order on the other may cancel such Order by notice in writing at any time prior to the RFT Date subject to payment of the Order Cancellation Charges. The parties agree that Order Cancellation Charges are a genuine pre-estimate of their losses resulting from such cancellation and shall be in full and final settlement of all losses suffered in relation to cancellation of the Capacity and that payment of Order Cancellation Charges shall be without prejudice to any liability under paragraph 5.13 below.
- 5.11 If either party (the "defaulting party") in any ACO period, places Capacity Orders on the other party for less than the minimum Capacity specified pursuant to paragraph 5.5, then the defaulting party shall pay to the other party not later than 30 Working Days from the end of such ACO Period the prepayment charges calculated in accordance with Annex 4 paragraph 1.
- 5.12 The supplying party may, in the event of an over provision of Capacity connected to any one Operator Switch, cease Capacity equal to the difference between the total number of Circuits connected to that Switch and 1.25 times the number of utilised Circuits. Capacity connected to a Operator Switch shall be deemed to be over provided if the utilised Capacity assessed during any continuous period of six months in accordance with the traffic tables for the busy hour as agreed from time to time between the parties is less than 80% of the total Capacity.
- 5.13 Either party may cease the provision of a Switch Connection by the other party by service of not less than 12 months' prior written notice.
- 5.14 Either party (the "first party") can rearrange the Capacity configuration at its end of the Interconnect Link. The other party shall, within 25 Working Days of delivery of written notification of such a rearrangement, make the necessary updates to the relevant data stored in its Switch in order for the parties to test the rearranged configuration. If the aggregate Capacity made available to the first party at all Points of Interconnection is not less than the existing Capacity together with additional Capacity specified in ACOs in respect of the period in which the Capacity rearrangement is completed the only charges payable by the first party shall be the Rearrangement Charges .
- 5.15 Additional Capacity at the existing Points of Interconnection specified in Annex 3 Part 3 may only be ordered in accordance with this Annex 3 Part 5 if there is sufficient available space in the relevant building.

## **6 ALTERATIONS TO THE SYSTEMS**

- 6.1 Neither party shall make or permit to be made any System Alteration to any Point of Interconnection or to any plant equipment or apparatus of that other party used in connection therewith in such a way as materially to impair the operation of the System of that other party or otherwise materially to affect the provision of the Telecommunications Services. Without prejudice to paragraph 6.2, if a System Alteration is made each party shall use reasonable endeavours to minimise the impact on the other party of any such System Alteration and shall give the other as much notice thereof as is reasonably practicable in all the circumstances.
- 6.2 Each party (the "altering party") shall inform the other about any proposals for a System Alteration which the altering party might reasonably anticipate (from the facts known to it) would or might when made have a material effect on the other party's System. For the avoidance of doubt under this paragraph 6.2, a System Alteration does not include any changes made to customer premises equipment connected to the System.
- 6.3 The altering party shall, on the request of the other, consult with the other party and provide all reasonable co-operation and assistance to facilitate the introduction of any proposed change under paragraph 6.2. Such other party shall notify the altering party of the nature and cost of such modification or replacement to its own System as soon as reasonably practicable, after receipt of the altering party's notice under paragraph 6.2, and shall use reasonable endeavours to minimise such cost.
- 6.4 The altering party shall bear the costs of the System Alteration and the reasonable costs incurred by the other party by reason of any such modification or replacement referred to in paragraph 6.2, except that each party shall pay its own costs arising out of an alteration where:
- (a) the parties agree in writing to change their respective Systems for their mutual benefit; or
  - (b) the alteration is lawfully directed by or is the result of a determination made by the Director General who also lawfully directs each party to pay its own costs; or
  - (c) the alteration is a global revision of the Generic C7 Signalling Interface Specification in compliance with the then current international signalling standards and such global revision has a UK implementation plan which has been agreed by NICC; or
  - (d) the altering party is KCH and the alteration is a change to the signalling system(s) which change is consistent with the reasonable technical development of the KCH System and is in accordance with good industry practice for interconnection which for the purposes of this sub-clause shall mean the exercise of such skill diligence and judgement expected from a reasonably skilled and experienced Public Operator or European Public Operator.

## **7 DATA MANAGEMENT AMENDMENTS**

Data Management Amendments ("DMA") are made pursuant to a request by a party (the "Requesting Party") in the system of the other party (the "Changing Party"). The parties acknowledge that no individual charges shall be invoiced by either party in respect of DMA's requested under paragraphs 7.1 to 7.4 (inclusive).

### **7.1 New Number Requirements**

- 7.1.1 The initial provision by the "Changing Party" to the "Requesting Party" of a service or facility requiring data changes on a Switch necessary to set up Traffic Systems for Number Range and Access Codes for the service or facility.
- 7.1.2 Additional provision by the "Changing Party" to the "Requesting Party" of a service or facility requiring data changes on a Switch necessary to set up Traffic Streams for Number Ranges and Access Codes which do not involve routing changes and which changes apply to:
- (i) An additional NNG within an existing geographic Number Range or non-geographic mobile Number Range;
  - (ii) An additional NNG other than in paragraph 7.1.2(i) above;
  - (iii) Additional discrimination of D or DE digits on a new NNG;
  - (iv) Additional discrimination of D or DE digits on an existing NNG;
  - (v) An additional Access Code;
  - (vi) A subsequent targeted transit prefix code.

### **7.2 Traffic Stream Changes on a Switch**

- 7.2.1 The data changes on a Switch necessary to alter the destination of an existing Traffic Stream which do not require:
- (i) Interconnect Link changes, or
  - (ii) The provision of an additional Interconnect Link; or
  - (iii) Any additional numbering (whether Number Range, Access Code or prefix code).
- 7.2.2. The data changes on a Switch necessary to alter the destination of an existing Traffic Stream, which data changes require Interconnect Link changes, the provision of an additional Interconnect Link and/or additional Switch capacity, and any additional numbering changes to an NNG, Access Code or prefix code.

### **7.3 Changes to Charge Band Allocation**

The data changes on a Switch necessary because of a change required by the "Requesting Party" to the charges payable by the parties under a relevant Schedule, to relocate the Number Ranges from an allocated Charge Band to another Charge Band.

#### **7.4 Differential D Digit Charging Discrimination**

The data change on a Switch necessary to expand an existing NNG to an NNG with charging discrimination to a minimum of two D digits.

#### **7.5 Other DMA's**

Subject to the provisions of this Agreement, for DMA's which are individually chargeable, the "Changing Party" shall install necessary changes (including data changes) for it:

- 7.5.1 To provide DMA's subsequent to service establishment of a specific code or service to modify, add or change codes and routings for Number Portability Prefix Codes (both geographic and non-geographic);
- 7.5.2 To enable reciprocal transfer of Number Blocks involving the transfer of 10,000 consecutive telephone numbers with the same E digit together with associated ongoing per-Switch conditioning;
- 7.5.3 Being KCH, to route Emergency Calls to appropriate Emergency Centres;

or for such other services or facilities as are notified from time to time.

#### **7.6 Orders for DMA's**

The "Requesting Party" shall submit to the "Changing Party" a written request for a DMA using the appropriate form and specified pre-requisites contained in the New Services Manual (or its successor document) to provide the "Changing Party" with the information necessary to enable it to produce an implementation programme.

#### **7.7 Implementation Process**

- 7.7.1 Subject to paragraph 7.7.3, 7.7.4 and 7.7.6, if the "Requesting Party" requires an implementation programme for DMA's being a date of completion not less than
  - (i) 30 Working Days from the date of acceptance of the order for DMA's set out in paragraphs 7.1.2(i), 7.1.2(iv) and 7.2.1;
  - (ii) 40 Working Days from the date of acceptance of the order for DMA's set out in paragraphs 7.1.1, 7.1.2(ii), 7.1.2(iii), 7.1.2(v), 7.1.2(vi), 7.2.2, 7.3 and 7.4

the "Changing Party" shall achieve such completion date.

- 7.7.2 The parties may agree in writing a completion date for provision of a service or facility which is less than 30 Working Days or 40 Working



Days under paragraph 7.7.1(i) or paragraph 7.7.1(ii) respectively. The "Changing Party" shall use its reasonable endeavours to achieve such a date of completion.

- 7.7.3 Exceptionally, if the "Changing Party" is unable to meet a requested date it shall notify the "Requesting Party" as soon as practicable, and the parties will enter into good faith negotiations to agree an alternative date.
- 7.7.4 If the "Requesting Party" requires DMA's which necessitate timing and/or sequencing of the data changes, then for the implementation of such DMA's, including, for the avoidance of doubt, the provision or re-arrangement of any network element or capacity in either party's System, the "Requesting Party" shall provide to the "Changing Party" the necessary information to enable the "Changing Party" to produce an implementation programme.
- 7.7.5 Pursuant to paragraph 7.7.4 above, the "Changing Party" shall use reasonable endeavours to minimise the time taken to complete the implementation programme, taking into account the timescales set out in paragraph 7.7.1 above, for individual DMA's together with the dependencies (in terms of timing and/or sequencing of data changes) between each Data Management Amendment within the implementation programme.
- 7.7.6 As soon as practical and not later than 2 Working Days from the date of receipt, the "Changing Party" shall acknowledge in writing receipt of the order. The "Changing Party" shall proceed with the implementation programme of the DMA and complete such programme not later than the agreed date of completion provided that the following pre-requisites are met:
- (i) the parties have agreed in writing the relevant Schedule(s) specifying, as appropriate, the Number Range(s) applying from time to time, or the service is launched pursuant to Clause 7 of the main body of the Agreement to which such DMA order relates;
  - (ii) the "Requesting Party" has given written confirmation to the "Changing Party" that the Number Ranges have been allocated to the "Requesting Party" by the Director General for use by the "Requesting Party" or the "Requesting Party" provides written authority, from the Third Party Operator to whom the Number Range has been allocated, to carry out the requested DMA;
  - (iii) the parties have agreed such facilities as may reasonably be required and the "Requesting Party" has provided such test facilities (including, without limitation, such number of test lines and appropriate tone/announcement) by the time of commencement of the implementation programme;
  - (iv) the "Requesting Party" has provided the allocation certificate and routing plan reference to "Changing Party" prior to commencement of the implementation programme;

- (v) the order form has been completed correctly;

and sufficient Capacity (for testing of the DMA) is ready for service or has been ordered with a RFS Date being prior to the commencement date of the implementation programme.

- 7.7.7 Completion of the implementation programme is subject to the ongoing availability of sufficient test facilities.
- 7.7.8 If any of the provisions of paragraphs 7.7.6 and/or 7.7.7 above are not being complied with, the "Changing Party" may suspend the implementation programme and shall advise the "Requesting Party" that work shall not recommence until:
  - (i) the "Requesting Party" gives written confirmation that the provisions of paragraphs 7.7.6 and/or 7.7.7 above (as the case may be) have been met; and
  - (ii) the parties agree any amendments to the implementation programme, such agreement not to be unreasonably withheld or delayed;

and if work does not recommence within 60 Working Days of notification of suspension, the Data Management Amendment Order (subject to the "Changing Party" giving not less than 60 Working Days' notice) shall be deemed a cancellation by the "Requesting Party".

- 7.7.9 A revision of the implementation programme in accordance with paragraph 7.7.8 above may result in the implementation period being extended to such period as is greater than the periods set out in paragraph 7.7.1 above or provided under paragraph 7.7.4 above plus the period of delay.
- 7.7.10 On completion of the implementation programme, the "Changing Party" shall give written confirmation to the "Requesting Party" of full implementation of the Data Management order.
- 7.7.11 A reference to a matter being agreed between the parties means such agreement not to be unreasonably withheld or delayed. If agreement between the parties is not reached pursuant to paragraph 7.7.4 either party may notify the other in writing of a Dispute.

## **7.8 Quotations for individually chargeable DMA's**

- 7.8.1 This paragraph 7.8 applies to DMA's associated with services and facilities referred to in paragraph 7.5 above. The "Requesting Party" shall submit to the "Changing Party" a written request for a quotation for DMA's in relation to services to be provided under the appropriate Schedule of this Agreement and with such request provide to the "Changing Party" in writing the information necessary to enable the "Changing Party" to produce and implementation programme.

- 7.8.2 As soon as reasonably practicable, the "Changing Party" shall provide a written quotation and implementation programme both of which shall be provided not later than 20 Working Days from receipt of the "Requesting Party's" request for a quotation.
- 7.8.3 A quotation shall remain valid for three months from the date of issue of the relevant quotation.
- 7.8.4 The "Changing Party" shall compile the quotation on the basis of the minimum cost to the "Requesting Party" that is consistent with good engineering practice in carrying out work in the KCH System or the Operator System (as the case may be).
- 7.8.5 The implementation programme and charge shall be subject to the parties' written agreement. If agreement between the parties pursuant to this paragraph 7.8 is not reached either party may notify the other in writing of a Dispute.

## **7.9 Charging**

- 7.9.1 For implementation by the "Changing Party" of a DMA order referred to in paragraph 7.5 above, the "Requesting Party" shall pay the charges quoted by the "Changing Party" and payment shall be due on the "Changing Party" giving written confirmation to the "Requesting Party" of the full implementation of the DMA order.
- 7.9.2 Charges for each type of DMA requested on KCH, being the "Changing Party", shall be specified from time to time in the Kingston Interconnection Price List.
- 7.9.3 If, prior to completion of the implementation programme agreed pursuant to paragraph 7.7 or paragraph 7.8.5 above, the "Requesting Party"
- (i) requests a material alteration to the implementation programme; or
  - (ii) cancels the order;

the "Requesting Party" shall pay to the "Changing Party" its reasonable charges for the work carried out pursuant to the DMA order.

## **8 WAYLEAVES**

- 8.1 Upon termination of this Agreement, each party shall be entitled, after reasonable prior notice in writing to the other party, to access the premises of such other party for the purposes of carrying out any necessary disconnection works and repossessing any plant, equipment or apparatus which is its property or is the property of another person and has been installed by or for such party. The other party shall not hinder the obtaining of any consents or wayleaves from any Third Party required for such access.

- 8.2 The party on whose premises such plant, equipment or apparatus was installed shall compensate the other for any such plant, equipment or apparatus belonging to such other or any other person as aforesaid which are not so delivered up or repossessed in good condition (fair wear and tear excepted).
- 8.3 The party entering and carrying out such disconnection works shall indemnify the other in respect of any damage unless caused by such other party or its agents thereby caused to the premises, fixtures and fittings of the other.
- 8.4 Either such party desiring to enter and carry out works as aforesaid shall give the other reasonable notice requesting the other to carry out the disconnection and to return any such plant equipment and apparatus and shall enter the premises for such purposes only if such other party shall have failed to comply with such request.
- 8.5 A party so entering the premises of the other shall observe the reasonable requirements in respect of health and safety while at the premises.
- 8.6 Each party shall at its own expense obtain such wayleaves as may reasonably be required by the other from any third party in respect of the premises it uses for the purpose of effecting Interconnection.
- 8.7 Each party (in exercising rights obtained under paragraph 8.6) shall comply with the terms of the wayleaves.
- 8.8 The provisions of this Part 8 of Annex 3 shall apply for the duration of this Agreement and thereafter for so long as may be necessary for the parties to disconnect and remove their respective equipment.

## **9 FAULT REPORTING**

- 9.1 Each party will advise its Customers to report all faults to its fault reporting centre.
- 9.2 If a party's Customer reports a fault to the fault reporting centre of the other party, that party will inform the Customer of the correct number to which to report the fault.
- 9.3 If a major fault occurs which affects both parties' Systems, initial responsibility for identifying the fault rests with the party who first becomes aware of the fault.
- 9.4 If a party identifies a fault occurring in its System which may have an adverse effect on the other party's System, the first party shall promptly inform the other Party of the problem and the actions being taken to resolve the problem.
- 9.5 Each party shall bear the costs of its own fault reporting centre.