



Reference Offer for Dark Fibre Services

Service Operations Manual

Contents

- 1. Background.....2
- 2. Service Request Process2
 - 2.1. Clean Order Process.....2
 - 2.2 Order Delivery Process.....3
 - 2.3. Suspended Orders.....4
 - 2.4. Cancelled Orders4
 - 2.5. Resumed Orders.....5
- 3. Incident Management Procedure5
- 4. Planned Outages Notification Procedure6
- 5. Charge Change Notification Procedure.....6
- 6. Escalation & Complaints Procedure7
- 7. Billing7
 - 7.1 Background.....7
 - 7.2 Invoice Process.....7
- 8. Customer Service Plan9
 - 8.1 Billing Contacts.....9
 - 8.2 Operational Contacts.....10
 - 8.3 Operations Support Contacts.....11
 - 8.4 Order Correspondence Contacts.....11



1. Background

This document is concerned with KCOM's Reference Offer for Dark Fibre Services (the "Agreement") and the Services listed in the Agreement. Service Operations Manuals for other KCOM products and services are set according to established processes for the products and services, which continue to develop to suit changing conditions in those markets.

The purpose of the Service Operations Manual is to document the processes and procedures involved in service provision and support for Dark Fibre Services.

The Service Operations Manual is the statement of agreed working practices between the parties and has no authority to vary the terms and conditions of the Reference Offer for Dark Fibre Services.

The purpose of the Service Operations Manual is to:

- a) describe the processes and procedures involved in the delivery of Dark Fibre Service Orders;
- b) detail the escalation and complaints procedures for incident management and service delivery;
- c) document the Customer Service Plan.

Unless otherwise stated, capitalised terms in the Service Operations Manual have the same meaning as when they are used in the Agreement.

2. Service Request Process

2.1. Clean Order Process

Orders for new provide, in-life change or cessation of Service must be presented in the format determined in the guide accessed either through the portal or via the KCOM Wholesale Provisioning team, the details of which are specified in the Customer Service Plan in section 8 below. This team will liaise with the CP Operational Contact either through the portal or by email, according to the medium through which the Order has been placed.

Prior to Order placement, the CP may request a survey to be conducted to determine whether network constraints might impact potential timescales or costs. On receipt of the Order, KCOM will review the Order for any errors or missing information. If any discrepancies are identified



on the submitted Order, KCOM will reject the Order, advising the CP of the reason(s) for rejection. Progression of the Order will require correction of the errors and/or omissions inserted. The revised Order will be treated as a new Order and will restart the Clean Order Process.

Once the Order includes full and accurate written details of the Sites to which the Order relates, KCOM will commence delivery of the Order. Where a survey has been conducted under the quotation process, this will be reappraised to confirm or adjust the previous advice; where an Order is placed without a prior quotation, KCOM shall conduct a survey and convey the results to the CP in the form of a Proposed Start Date and advise of any Excess Construction Charges, where applicable. Upon KCOM's acceptance of the Order, KCOM shall use its reasonable endeavours to provide the Services by the Proposed Start Date. The Proposed Start Date for each type of Order is set out in Table 1 below. It is the CP's responsibility to ensure the Order includes all information necessary for successful completion.

Table 1

Order Type	Proposed Start Date
New Provide	42 Working Days from KCOM's acceptance of the Order subject to survey. The KCOM Wholesale Provisioning team will advise of the Proposed Start Date after KCOM has accepted the Order and any site survey required has been completed.
In Life Request	Dependent on work required. The KCOM Wholesale Provisioning team will advise of the Proposed Start Date after KCOM has accepted the Order.
Cease	2 Working Days or the required cease date, whichever is greater. Final invoice date is 30 Working Days from the point the Order is accepted.

2.2 Order Delivery Process

Acceptance of the Order pursuant to the Clean Order Process, will be advised to the CP Order Correspondence Contact; if mandatory fields are not completed correctly or left blank, the Order will not be accepted.

Once the processing of the Order is complete the CP Order Correspondence Contact will be



advised of the KCOM order number, circuit reference and the Proposed Start Date.

During the life cycle of the Order the KCOM Wholesale Provisioning team will advise of any Order exceptions, engineer visit dates, installation issues and changes to the Proposed Start Date if/when such instances occur. For any additional Order updates required, the CP Operational Contact may contact the KCOM Wholesale Provisioning team, the details of which are specified within the Customer Service Plan in section 8 below.

Upon completion of the Order KCOM will provide the CP with a Ready For Use Certificate, confirming that the Order has been fully completed and that the Service, if necessary, has been end-to-end tested. The Services will be chargeable from, and shall accrue from, the Service Start Date.

2.3. Suspended Orders

The CP (and, in certain circumstances, KCOM on the CP's behalf) is entitled to suspend delivery of an Order for up to 90 cumulative Working Days, which automatically extends the Proposed Start Date by the length of the suspension. Beyond this time period KCOM may cancel the suspended Order as set out in paragraph 2.15 of Schedule 2 of the Agreement. Where an Order is in suspension, subsequent Orders will assume greater priority and may, where scarce resources get reallocated, lead to material extensions to Proposed Start Dates when the original Order is resumed, and paragraph 2.16 of Schedule 2 of the Agreement may apply.

To suspend an Order the CP must notify the KCOM Wholesale Provisioning team specifying the order number and circuit reference of the Order to be placed on hold. Once KCOM has placed the Order on hold KCOM shall confirm this to the CP.

In certain circumstances listed in paragraph 2.14 of Schedule 2 of the Agreement, including where KCOM is awaiting information from the CP in order to continue delivery of the Order, KCOM may suspend the Order on the CP's behalf. In such instances KCOM will send an email to the CP Order Correspondence Contact advising that the Order has been placed on hold.

2.4. Cancelled Orders

KCOM may cancel a suspended Order when the Order has been suspended for a period of more than 90 cumulative Working Days. If KCOM cancels the request for work at a Site in accordance with this paragraph, in certain circumstances the CP must pay the Cancellation Payment specified in the Price List.



Should the CP wish to cancel an Order they must specify the order number and circuit reference of the Order to be cancelled. The KCOM Wholesale Provisioning team will then confirm to the CP Order Correspondence Contact that the Order has been cancelled and advise of any Cancellation Payment that is payable. The Cancellation Payment payable is as set out in the Price List.

2.5. Resumed Orders

In order to resume an Order currently on hold, the CP must request that work recommences on the Order. This request will need to specify the associated order number and circuit reference of the Order. The CP must also provide any additional information KCOM requires in order to recommence delivery of the Order.

Once delivery of the Order has resumed, KCOM will advise the CP Order Correspondence Contact of the new Proposed Start Date. The new Proposed Start Date will be the old Proposed Start Date plus the number of Working Days the Order has been on hold. The new Proposed Start Date will replace the former Proposed Start Date.

3. Incident Management Procedure

Should the CP identify a problem with the Services, the CP must:

- a) undertake investigations to determine that the service issues are related to the KCOM fibre; and
- b) then contact the KCOM Technical Support Team, the contact details of which can be found in the Customer Service Plan in section 8 below. The KCOM Technical Support Team will raise a ticket for an engineer to conduct investigations on the incident and attend the affected Site to resolve the problem if deemed necessary.

Following successful engineer investigation, the KCOM Technical Support Team will inform the CP that the incident is resolved.

The Time to Resolve (TTR) period shall begin once the CP notifies the KCOM Technical Support Team of the incident. The TTR period for the incident shall cease upon notice to the CP by the KCOM Technical Support Team of an incident resolution. KCOM will record the duration of the TTR period in order to be able to comply with KCOM's obligations under Schedule 3 of the Agreement.

If KCOM is prevented from resolving an incident within the TTR as a result of not being able to gain access to the affected Site (subject to KCOM providing prior notice wherever possible), the time period until KCOM physically gains access shall be deducted from the TTR



calculations for the purpose of calculating any Service Credits that may be payable.

To diagnose and resolve any suspected incidents rapidly and effectively, the CP should endeavour to ensure the CP is in possession of the following information when contacting the KCOM Technical Support Team:

- a) the CP's organisation name and address;
- b) where the incident affects an End User, the End User's organisation name and address;
- c) the address of the Site which is affected by the incident and the details of a contact at the Site;
- d) affected circuit reference numbers;
- e) nature of the incident;
- f) details of tests the CP has carried out in attempting to localise the problem;
- g) availability of access to the Site for KCOM's engineering staff;
- h) confirmation as to whether affected circuits can be taken out of service, if necessary, for testing.

4. Planned Outages Notification Procedure

Planned Outages may be necessary for KCOM to carry out essential maintenance or network upgrades; these will be kept to a minimum. Except in an Emergency or when circumstances are beyond KCOM's control, KCOM will use reasonable endeavours to provide at least 10 Working Days' notice of any Planned Outages which will affect the availability of the Services.

The CP can contact the KCOM Wholesale Provisioning team from time to time to request an alternative outage time, which KCOM will use its reasonable endeavours to implement. KCOM will give notice of Planned Outages to the CP Operational Contact(s).

5. Charge Change Notification Procedure

KCOM will advise the CP of any changes to Charges through the Charge Change Notification Procedure. KCOM will send a Charge Change Notice via email to the CP Billing Contact(s) listed within the Customer Service Plan. Within the Charge Change Notice KCOM will provide:

- a) details of the Services affected;
- b) confirmation of the current and new Charges;



- c) confirmation of the effective date of the Charge change.

For any disputes with a Charge Change Notice please refer to the dispute process specified within the Agreement.

6. Escalation & Complaints Procedure

Complaints and escalations in the first instance should be presented to the relevant KCOM Tier 1 contact within the Customer Service Plan. KCOM endeavour to manage all complaints through to resolution and always represent the CP's interests at a senior level within KCOM.

However, should the CP consider that an issue with a Service requires further representation, the CP should escalate the issue through the remaining Customer Service Plan tiers as the CP deems necessary.

7. Billing

7.1 Background

This section documents the procedures and processes involved in discharging the financial obligations of the Reference Offer for Dark Fibre. Its purpose is to explain:

- a) The invoice process
- b) What to do if the invoice is disputed
- c) The settlement process, including what to do if an invoice is not paid on time

7.2 Invoice Process

7.2.1 Billing Accounts

7.2.1.1 Billing accounts are established with a single contract identity per client. Beneath this level groups of invoices can be grouped into different summaries to reflect different End Users.

7.2.1.2 Invoices for rentals are charged monthly or quarterly in advance on the first calendar day of the relevant month or quarter, as applicable.

7.2.1.3 All billing accounts are accessed via KCOM's online billing and reporting platform, enabling analysis of all billing.

7.2.2 Settlement Process

7.2.2.1 It is the responsibility of the Billed Party to ensure that payments are received by the appropriate date. Payment is deemed to have been made when either the cheque has been received by the Billing Party and provided that the cheque is paid on first



presentation in the normal course of banking, or if settlement is by electronic fund transfer, when the funds are credited to the appropriate account of the Billing Party.

7.2.2.2 Payment will be in pounds sterling by either cheque, Banks Automated Clearing System, (BACS), or Clearing House Automated Paying System, (CHAPS), as agreed by the parties and shown in the Customer Service Plan.

7.2.2.3 A credit note will be issued when it has been agreed that the Billing Party has overcharged the Billed Party. Any credit note issued in connection with a Service provided under the Reference Offer for Dark Fibre may be used in settlement or part settlement of any invoice raised in connection with a Service provided under this Agreement.

7.2.2.4 If the value of the credit note issued exceeds the value of the current amount owed by the Billed Party, then the Billed Party may make written representation to the Billing Party (refer to Customer Service Plan for contact details), requesting full reimbursement of the credit note. The Billed Party shall settle any outstanding invoice(s) as per the Reference Offer for Dark Fibre.

7.2.2.5 Timing: Settlement of invoices shall take place no later than the 30th day after the date of invoice.

7.2.2.6 Interest Charges: Interest charges may be raised, at the prevailing Interest Rate, as a result of late settlement of an invoice, whether or not that invoice has been disputed. Interest is calculated on a daily basis at the Interest Rate, from the date that payment was due.

7.2.3 Disputes

If the Billed Party disagrees with the value or contents of an invoice, they shall contact the Billing Party contact point responsible for the Service, as noted in the Customer Service Plan. On contacting the appropriate Billing Party contact point, details of the disagreement should be given to the Billing Party contact point to enable checking and validation of the disagreement. The Billing Party shall use reasonable endeavours to check the accuracy of the invoice. On resolution of the disagreement the appropriate action shall be taken, such as the issue of a credit note, issue of an additional invoice or the dispatch of further supporting information. The names of the officers of the parties are as notified in the Customer Service Plan.



8. Customer Service Plan

8.1 Billing Contacts

Company: KCOM	
Tier 1	
Name	KCOM Wholesale Provisioning team
Telephone Number	0800 7022000
Email Address	wholesalepartners@kcom.com
Tier 2	
Name	KCOM Wholesale Provisioning team Manager
Telephone Number	0800 7022000
Email Address	wholesalepartners@kcom.com
Tier 3	
Name	KCOM Wholesale Account Manager
Telephone Number	[Telephone Number]
Email Address	wholesalesales@kcom.com

Company: [CP Name]	
Tier 1	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]
Tier 2	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]
Tier 3	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]



8.2 Operational Contacts

Company	KCOM
Tier 1	
Name	KCOM Wholesale Provisioning team
Telephone Number	0800 7022000
Email Address	wholesalepartners@kcom.com
Tier 2	
Name	Head of Customer Service
Telephone Number	0800 7022000
Email Address	TBC
Tier 3	
Name	Head of Wholesale
Telephone Number	0800 7022000
Email Address	TBC

Company	[CP Name]
Tier 1	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]
Tier 2	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]
Tier 3	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]



8.3 Operations Support Contacts

Company	KCOM
Tier 1	
Name	Technical Support
Telephone Number	0800 7022000
Email Address	wholesalesupport@kcom.com
Tier 2	
Name	Operations Support Manager
Telephone Number	0800 7022000
Email Address	wholesalesupport@kcom.com
Tier 3	
Name	TBC
Telephone Number	TBC
Email Address	TBC

Company	[CP Name]
Tier 1	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]
Tier 2	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]
Tier 3	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]

8.4 Order Correspondence Contacts

Company	[CP Name]
Person 1	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]
Person 2	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]
Person 3	
Name	[Name]
Telephone Number	[Telephone Number]
Email Address	[Email Address]