

M1'S RESPONSE TO IDA'S CONSULTATION PAPER ON REVIEW OF OPENNET PTE LTD'S INTERCONNECTION OFFER



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Schedule & Section/ Paragraph Number	Description	Comments
Appendix 1, S/N 1 of IDA's Consultation paper And Schedule 1, Section 5	Committed daily forecast	<p>Forecasts are given in good faith and being a projection, they should not be made a binding commitment. It is generally accepted that projection on demand is inherently uncertain and there will be circumstances beyond the reasonable control or foresight of any party. Hence, operators' forecasts should not be made a "binding commitment" and penalty imposed.</p> <p>Every service provider has its due responsibility for its own resource planning and service performance to effectively serve the market. It is not reasonable for OpenNet, as the sole NetCo for NGNBN, to absolve this responsibility and transfer it to the RSPs through the imposition of binding commitments or penalties.</p>
Appendix 1, S/N 1 of IDA's Consultation paper	Enhancement to Current Approach	<p>M1 welcomes enhancement to the current Quota Adjustment Mechanism put in place by IDA to improve OpenNet's Quality of Service ("QoS") performance. The proposed refinements to:</p> <ul style="list-style-type: none"> • a lower utilisation threshold percentage of 90% to trigger an increase in Maximum Quota; and • an increase in quantum of Maximum Quota to at least 115% of prevailing orders <p>will help to ease the current performance issues of provisioning greatly lagging the demand for fibre connections.</p> <p>Additionally, we propose a shorter review period of eight (8) weeks as this will improve response and ensure timely adjustments to meet market demand. The nature of the fibre market is such that demand varies in different months, especially during major IT fairs where end users generally encounter delays in service provisioning by OpenNet. The seasonal slots offered by OpenNet currently help to ease the situation. We suggest that these be made mandatory moving forward. The provision of seasonal slots appears to be optional ("OpenNet <u>may</u> offer Seasonal Slots...") based on the current drafting under Section 5.2 (ii) of the ICO.</p>
Appendix 1, S/N 2 of IDA's Consultation paper	Urgent/Unscheduled Diversion and Maintenance Activities	<p>While we understand the constraints faced in giving ample notice for urgent and unscheduled service interruptions, OpenNet should work closely with the respective government agencies to coordinate and minimize such interruptions as frequent disruptions lead to increased end user inconveniences and complaints. Considering the three layer structure of the NGNBN ecosystem, it is imperative for OpenNet to provide ample notification period for timely notifications to end users. We suggest that OpenNet takes on a more active role in working with relevant parties to minimize service disruptions and maintain the existing clause or notification period.</p>
Appendix 1 S/N 8 of IDA's	Delay in Service Provisioning Attributable to Third	<p>The definition of "third party issues" is too generic. There are different scenarios which may appear to be attributable to third parties but are actually within reasonable control and management of</p>

<p>Consultation paper</p>	<p>Party</p>	<p>OpenNet. For example, springboarding issues can be resolved if OpenNet work closely with IDA and the respective building owners or management in a timely manner.</p> <p>We propose a case-by-case exemption approach in view of the non-exhaustive list of circumstances for which delay in service provisioning could be within reasonable control and management of OpenNet. OpenNet is to seek IDA’s approval for exemptions for such cases, providing the necessary supporting documentations and justifications that:</p> <ul style="list-style-type: none"> • OpenNet has exhausted all possible efforts in attempting to resolve issues with building owners or management or customer or other third parties; and • Each case was indeed beyond reasonable control and management of OpenNet. <p>Unless exemptions are granted by IDA, OpenNet should not reject or remove orders from the OpenNet Platform.</p> <p>A clear process should also be in place to inform and update RSPs of the status on provisioning issues (including 3rd party issues) so that RSPs can communicate and better manage end user expectations to minimize potential issues or inconveniences to end users.</p>
<p>Appendix 1 S/N 13 of IDA’s Consultation paper</p>	<p>SAP Rebate</p>	<p>It is of utmost importance to define and set SAP Rebate meaningfully to drive service levels and resolution timelines.</p> <ul style="list-style-type: none"> • Firstly, there should not be any “maximum” or “cap” for SAP rebates to ensure improvements in service delivery performance. It is OpenNet’s obligations to meet its committed SAP. If it fails to do so, it is only reasonable that the SAP Rebate is calculated based on the total number of days for which the provision was delayed till the actual day the service is activated. In fact, the SAP rebate amount should increase substantially with increased duration of delay. This is necessary to effectively address the serious performance issues, particularly in the Non-Residential segment, where unexplained delays of more than 6 months are commonplace. • Secondly, the current SAP Rebate amount is too low and hence, there is no commercial incentive to resolve issues expeditiously to meet SAP obligations. We suggest a substantial increase in this SAP Rebate amount e.g \$50 per day etc. to provide strong commercial incentive to drive OpenNet to deliver its committed SAP and resolve all issues expeditiously.
	<p>SAP Rebate Process</p>	<p>Currently, Requesting Licensees submit SAP Delay claims on a monthly basis to OpenNet. However, when OpenNet issues the Credit Note on the SAP Rebate submitted, OpenNet does not provide any detail or explanation on the rebates. M1 requests that the ICO include a clause for explanation to be provided regarding the differences (if any) against each record or entry of the SAP Rebate Claim that the Requesting Licensee has submitted. A dispute process should also be put in place to effectively address disputes on SAP Rebates.</p>

Schedule 1, Section 2.6 (l)	Customised arrangements	We submit that the scenarios of non-standard or customized installations should be clearly described and illustrated with known examples to avoid confusion and minimize potential disputes.
Schedule 1, Section 4.3	Reclassification of Premises	While we are generally agreeable with the enhancements, ON should work with the relevant parties to ensure accuracy of classification of premises to reduce the need to rely on third party documentation, as this may still be open to disputes leading to customer inconveniences.
Schedule 1, Section 4A.2	Verification of Coverage Status	In line with the SAP for Residential Connections, OpenNet should provision the accepted request within three (3) Business Days. The proposed forty (40) business days is unreasonably long. There had been many complaints from end users that the waiting period for service provisioning by OpenNet is too long.
Schedule 1, Section 5.13	Request to change the scheduled appointment	Please refer to our earlier comments on “committed daily forecast”. We submit that there should be no change to the existing clause. OpenNet should not be given the right to reject requests based on Daily Request stated in the Demand Forecast.
Schedule 1, Section 6.2 (B)	Cancellation of Request	We are not agreeable to restrict the cancellation of valid request without charges due to insufficient capacity to 3 business days. There may be scenarios where End User may not be contactable within the period of time e.g business trips, holidays etc. We wish to highlight that it is in the RSP’s interest to close the order and accordingly, delays (if any) are most likely due to circumstances that are not within RSP’s control.
Schedule 1, Section 9.6	Publication of Service Disruption	The current description of how the service disruption is communicated to the Requesting Licensees is vague. We propose that a more precise description of the process and for notifications on service disruption or maintenance to be published on OpenNet’s website.
Schedule 1, Section 16.1, 16.2	Report on Utilisation or Activation Status of Fibre Connections Provisioned by OpenNet/Release of Fibre Resources by Requesting Licensees Upon Termination of Use by RSP/End-Users	M1 supports mandating Requesting Licensees to promptly terminate their use of fibre connections (including end-user connections).

Schedule 1, Section 20.2 (f)	Enhancements to Fibre Takeover (“FTO”)	<p>M1 is not agreeable to Clause 20.2(F)</p> <ul style="list-style-type: none"> • This clause is anti-competitive as it increases the switching barrier for service providers offering unbundled Fibre Broadband services. • Similar to the current process put in place for mobile number portability, the Losing RSP should not be allowed to reject the FTO request. The FTO should proceed even though the fibre may be bundled with other services. There should be no barriers to switching and the choice of Fibre provider should be left entirely to the end user. If the end user has bundled services, then RSPs can highlight the implications of bundling and end-user should acknowledge in the consent form that he will not be able to use the other bundled services tied to the Losing RSP’s fibre after the switch. • Most of the fibre offerings in the market include bundled services. If bundling can be used as a reason to reject FTO requests, then having such FTO process is futile.
Schedule 1, Section 20.4		<p>M1 is also not agreeable that there is no Service Level Agreement (“SLA”) for FTOs as end users will expect the same level of service to be provided whether it is a new connection or a FTO. Accordingly, there should be a SLA to govern the FTO process and commit OpenNet to complete FTO orders within the same stipulated timeframe.</p>
Schedule 2, Section 4.3	<p>Reclassification from Residential Premise to Non-Residential Premise with active Residential End-User Connection is not allowed</p>	<p>We seek further clarification on the reclassification. Specifically, please elaborate further on the following terms in the ICO:</p> <p><i>“Reclassification of a defined area in the Residential Premise (regardless of the Residential Premise have or do not have an active Residential End-User Connection at time of submission into Non-Residential premise is permissible”.</i></p> <p>If the reclassification request is accepted, OpenNet should provision the Non-Residential End-User Connection in accordance with the standard split ratio of 1:16 instead of 1:24. The existing Non-Residential charges are based on the standard ration type of 1:1 and 1:16 only. Hence, if OpenNet is unable to change to split ratio to 1:16, then OpenNet may consider having a differentiated charging mechanism (subject to IDA’s audit and approval) based on the ratio type which now includes 1:24.</p>
Schedule 2, Section 9	<p>Notifications on maintenance</p>	<p>We are of the view that there should be no change to the advance notification period for maintenance as this is the minimum advance notification period needed to serve non-residential end users.</p>
Schedule 15, Section 1.6.1 and 1.10.1	<p>Onsite Charges</p>	<p>As Requesting Licensees have no control over the number of OpenNet staff attending the site visit, our view is that the charges for onsite visit should not be determined by the number of OpenNet’s staff attending the onsite visit. In doing so, OpenNet has no commercial incentive to operate cost efficiently and effectively through minimizing the headcount on a strict “need-to” basis.</p>

Schedule 15, Section 1.7	Cancellation Charges	<p>M1 submits that:</p> <ul style="list-style-type: none"> • Cancellation charges should not be applicable for any delay caused by OpenNet (eg. insufficient capacity), <u>regardless of the date of request for cancellation</u> as Requesting Licensees have no control over when the End User may request for a cancellation of application. • Cancellation Charges, if applicable, should be a standard fee, regardless of the type of residential unit, apartment, HDB or landed property. There is no valid reason to levy different cancellation charges. • Cancellation Charges, if applicable, should be a minimum acceptable amount equivalent to an ‘administration’ charge. There is no valid reason to levy a high fee of \$220 or \$450 as there is no service provided to the End User. • Cancellation Charges, if applicable, should be on a tiered basis with reference to the number of days from the selected TP Installation Date. We propose the following basis: <table border="1" data-bbox="687 792 1469 1171"> <thead> <tr> <th data-bbox="687 792 916 864">Description</th> <th data-bbox="916 792 1179 864">Cancellation Charge</th> <th data-bbox="1179 792 1469 864">Rationale</th> </tr> </thead> <tbody> <tr> <td data-bbox="687 864 916 999">More than 3 business days from TP installation</td> <td data-bbox="916 864 1179 999">Nil</td> <td data-bbox="1179 864 1469 999">No work or service has been provided by OpenNet</td> </tr> <tr> <td data-bbox="687 999 916 1099">2 business days from TP installation</td> <td data-bbox="916 999 1179 1099">50% Cancellation Charge</td> <td data-bbox="1179 999 1469 1099">Some planning or work may have started</td> </tr> <tr> <td data-bbox="687 1099 916 1171">0-1 business day</td> <td data-bbox="916 1099 1179 1171">100% Cancellation Charge</td> <td data-bbox="1179 1099 1469 1171">Planning and work schedule completed</td> </tr> </tbody> </table>	Description	Cancellation Charge	Rationale	More than 3 business days from TP installation	Nil	No work or service has been provided by OpenNet	2 business days from TP installation	50% Cancellation Charge	Some planning or work may have started	0-1 business day	100% Cancellation Charge	Planning and work schedule completed
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Schedule 15, Section 1.13.1 and 1.15.1	Cancellation Charge under Relocation Service within the Same Premise	Please provide more precise description of the charging framework as the current drafting, particularly on the factors affecting cancellation charges for relocation request, is vague. Clear definition is necessary to safeguard against unreasonably high cancellation charges. We suggest that OpenNet adopts the same framework as illustrated in Schedule 15, Section 1.7.												
Schedule 15, Section 1.14.2	Deactivation of Patching Service	The deactivation of patch cable and/or its removal from CO or MDF room should not be chargeable as this should be considered as part of the basic service to be provided by OpenNet under “Deactivation” where there is no charge.												