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Public Consultation On NetLink Trust's Interconnection Offer (ICO)

Dear Aileen,

Thank you for the opportunity for MyRepublic Limited to provide feedback on NetLink Trust's Interconnection Offer (ICO).

With the NGNBN having more than 1,000,000 end users (inclusive of residential and non-residential subscribers), it is important for the ICO to provide an efficient and effective framework, with the best values to the end users, so as to drive high adoption rate of NGNBN within Singapore.

We sincerely hope that our feedback can assist your review in arriving at a most efficient working model within the NGNBN community to provide the best possible values and benefits for the end users.

For this consultation, there are 2 major areas that we would like to feedback for your consideration.

Cancellation Charges (applicable to various types of transactions)

Reference document: Schedule 15

Reference Section: 1.7; 1.13; 1.15; 1.16; 1.17; 2.6; 2.12; 2.14; 2.16; 2.17; 2.18; 3.6; 3.12; 4.5; 4.11; 5.5; 5.11; 6.5; 6.11; 7.5; 7.12; 8.6; 8.12; 9.5; 9.12; 10.5; 10.11; 11.5; 11.11; 12B.8;

MyRepublic feels that Cancellation Charge imposed by NetLink Trust for cancelling an order / request prior to the order / request being fulfilled is at an unreasonable rate, as there is no service being rendered prior to cancellation of the order / request. It is extremely challenging for RL to convince EU to pay for such cancellation charges. From experience, such cases would end up as bad debts with the RLs, increasing unnecessary operating cost and time & effort to manage the EU.

MyRepublic propose for NetLink Trust to impose a cancellation charge, based on the concept of an administration fee. Such cancellation charge should vary, depending on the time differences between cancellation request date and original required service date. Please refer to the following illustration.

- Cancellation request received with 2 working days or more from NetLink Trust's date to fulfill the order / request, there should not be any cancellation charges applicable.
- Cancellation request received within 1 working day from, or on the same day of NetLink Trust's service fulfilment date, cancellation charge can be imposed on RL and EU, granted that NetLink Trust would have done some preparation and administrative work. Such charges should be an 'administration fees' for the preparation and administrative that NetLink Trust had done, instead of using the required service from NetLink Trust as a reference for charges. For example, Order Cancellation Charge can be set at \$30.00 before GST, instead of referencing to the Installation Charge.

Time base charge mechanism

Reference document: Schedule 15

Reference Section: 1.6; 1.9; 1.10; 2.5; 2.8; 2.9; 3.5; 3.8; 3.9; 4.4; 4.7; 4.8; 5.4; 5.7; 5.8; 6.4; 6.7; 6.8; 7.4; 7.8; 7.9; 8.5; 8.8; 8.9; 9.4; 9.8; 9.9; 10.4; 10.7; 10.8; 11.4; 11.7; 11.8; 12.7; 12A.5; 12C.7;

There are various services where charges are time base, with minimum of 'First 2 hours', per visit, per staff, following by different hourly rates, depending on the day and time that the work is being carried out.

MyRepublic feels that such charge mechanism is clumsy and difficult to administer. It is also time consuming when reconciling actual work done against invoices.

- **Such time base charges should not be applicable if work to be done is part of NetLink Trust's responsibility areas.**
- The charge mechanism states a minimum charge per staff per visit, for first 2 hours. It is difficult for RL to determine how many staff is needed for the specific job. RL may get overcharge for services if 3 staffs were sent to complete a 1 person's job. It is difficult to quantity and justify.
- The minimum duration of 2 hours may not be necessary for the jobs to be done. Thus, RL may be paying for a 2 hours' duration job, but actual work is completed within a much shorter time frame.
- Variable rates on different days and different time also make administration and reconciliation processes more complex and time consuming.

MyRepublic propose to review this time base charging mechanism, so that it will be fair to all parties (including NetLink Trust) and operationally friendly.

Not referencing to any particular sections within the ICO, MyRepublic understand that there was an acknowledgement on cost / CAPEX savings by NetLink Trust for all COPIF 2013 buildings as NetLink Trust do not need to deploy the network segment between the FIP to the FTP. However, this cost saving by NetLink Trust did not translate into cost saving for EUs in this consultation. In view of this cost saving by NetLink Trust, MyRepublic would recommend a review on all related One-Time Charge and Monthly Recurring Charge to evaluate the possibility of transferring this cost saving to the EUs.

In view of the feedback provided on the 2 items above, the feedback provided in Annex A will only cover areas that are not mentioned in the above areas of concern. The feedback in Annex A are provided with reference to the Consultation document, ICO, various Schedules, Sections and sub-sections. Should there be further queries or clarification on our feedback, we will be most happy to assist.

Thank you for your attention. For your reference and necessary action. Thank you.

Regards,

Greg Mittman
Chief Operating Officer
MyRepublic Limited

ANNEX A

Note: For avoidance of doubts, if there are no further feedback from MyRepublic, the Schedules and/or Sections will not be reference or mention in this feedback document.

Reference Document : Schedule 1

Section 5.5

MyRepublic feels that there should not be specific number of days' restriction for RL to cancel any orders that are delayed due to insufficient capacity. From experience, the following situation may occur:

- EU remains uncontactable during the 3 working day period despite several attempts by RL
- EU may take more than 3 working days to decide
- EU may initially decide to wait but change their mind later to cancel the application

Thus, to restrict such operation practice is not practical and this would be very bad customers' experience. EU will challenge the charges as there are no services being provided. In most situations, it is also challenging for RL to levy cancellation charges on EU as there may not be established billing relationship with the EU if the EU is a completely new customer to the RL.

MyRepublic propose to have the guideline for 'Cancellation without charges' amended. For all orders that are delayed by NetLink Trust, due to various reasons, there should not be Cancellation Charge applicable, regardless of when the cancellation request was made by the RL and EU.

Section 6.2, Sub-Section (B)

Similar to the above, from experience, there are operation challenges at times to contact EU within a 3 working days' time frame. It will not be fair to EU if the final decision is to cancel the application after the allowable time lapsed, as the order was earlier delayed due to NLT's issue and it is at no fault of the EU.

MyRepublic propose to have the deadline to cancel without charges to be extended to 7 working days. With the extended time frame, RL can have better chance to reach the EU for a decision.

Section 6.4 & 6.5

Depending on the building design, there is possibility of having distance of more than 10 meters Fibre Distribution Point and Fibre Interface Point provided by the building owners or developers. Since NetLink Trust owns the responsibility for this area of connection and service, there should not be restriction on the distances. Such restriction will cause delay in service activation and potentially, additional cost to the EU, which will further inconvenience the EU and affect adoption rate.

MyRepublic propose to have this restriction removed, so that NetLink Trust can have full control over the deployment and implementation, providing the best customer experience in meeting service activation requests.

Section 6A.2

Internet services within homes are now considered as a necessity and Singaporean uses the internet for various purposes round the clock. RLs are now providing technical support to EUs 24 hours a day, 7 days a week, in order to meet EUs' demand for the services. Thus, it is only appropriate for NetLink Trust to provide similar support to the RLs during Sunday and Public Holiday.

MyRepublic propose to have NetLink Trust matches the support operating hours provided by the RLs to the EUs.

Section 9.14

MyRepublic disagree with the increase in price to Termination Point Relocation, Repair and Replacement, and Removal charges.

Section 11.8, Sub-section (d)

Where a fault is identified within residential premise, caused by the EU, such rectification charges should be made available to RL prior to proceeding with the rectification. As these charges are to be paid by EU, such charges must be agreed by the EU before the rectification work.

MyRepublic propose that NetLink Trust to communicate the applicable rectification charge with the RL and allow time for RL to get agreement from the EU prior to carrying out the rectification work. This will prevent billing and charge dispute at a later stage. Alternatively, since NetLink Trust is already onsite, NetLink Trust can share the cost with EU. Upon EU agreeing to the charge, NetLink Trust can proceed with the rectification job and invoice the EU directly. This will be operationally more effective and efficient.

Section 11.8, Sub-section (e)

As the infrastructure between Fibre Interface Point and Fibre Termination Point in residential premise is still under the responsibility of NetLink Trust, such fault rectification should be done by NetLink Trust.

MyRepublic disagree that such rectification charges to be passed on to RL or EU. Should there be any rectification fees applicable, NetLink Trust should apply these charges to the building owners / developers.

Section 18.4

With reference to 'Relocation Charges', from one residential address to another residential address, MyRepublic seek clarification on the applicable charges as it is not clearly stated in Schedule 15.

Section 19.1

MyRepublic would like to seek clarification that the clause on 'Second Termination Point' operating guidelines, applying to only Pre-COPIF 2013 buildings. We would like to understand for COPIF-2013 buildings, if all fibre strands had been used, what is the resolution when EU needs a third service to be provided.

Section 20 & 21

MyRepublic would like to clarify if Fibre Takeover Process and Enhanced Fibre Takeover Process are still applicable.

Reference Document : Schedule 15

Section 1.4.1

MyRepublic would like to request for clarification on applicable scenarios where 'Patching Charge in the CO' are applicable.

Section 1.6

MyRepublic would like to request for clarification on applicable scenarios where 'Onsite Charges' are applicable.

Section 1.7.3

As a rule of thumb, MyRepublic feels that charges should not be applicable to RL and EU, if the fault / issue originated from NetLink Trust.

MyRepublic also disagrees with the time frame suggested. The duration of 3 days from joint investigation may not be sufficient for RL to get a confirmation from EU if the order should be cancelled.

MyRepublic propose to extend the duration to 7 days to cater for RL's operational challenges.

Section 2.3

MyRepublic understands that the revised fee structure will include any third party charges like access openings, deployment of scissors lift, etc. From experience, these challenges surfaced for around 5% of the total non-residential orders. To increase one-time installation charge applicable to all non-residential orders for all EUs will not be fair to the rest of the 95% of customers who don't face such challenges. This high installation charges (an increase of 52%) will be a **major deterrent** for businesses, especially small & medium enterprises, and this will lead to low adoption rate of NGNBN for non-residential connections.

MyRepublic urge IMDA to review the charges proposed and ensure reasonable acceptability within the EUs and general business community. A separate operating guidelines can be formulated to address orders facing issue such as opening access, needs to deploy scissors lift, etc. For example, based on experience, NetLink Trust can propose a pricing table for such additional work and services. These additional charges will then be applicable to EUs with orders facing such challenges.

In addition, MyRepublic would like to clarify charges that are applicable should the service address already have a Termination Point installed.

Section 4.2

MyRepublic feels the Monthly Recurring Charge Per Segment Connection offers by NetLink Trust is quite high, as compared to market price. From experience, we understand the market price to be between \$4,000 to \$7,000 for a pair of connections, while NetLink Trust is offering similar service at \$6,000 per connection.

MyRepublic would propose to review this monthly recurring charge and have it revised to an acceptable market rate.

Section 14

MyRepublic would like to propose for IMDA to review charges applicable in this section. Integration between NetLink Trust and RL will provide a more efficient and effective manner of working between the parties. These benefits will be transferred to EU to provide a better NGNBN experience. Thus, online integration should be encouraged, instead of implementing a cost / charge system that is higher than necessary. MyRepublic feels that such charges should be imposed on a 'cost recovery' principal as RL will also need to put in substantial efforts to build and test the integration.