



CONFIDENTIAL

Our ref: Singtel/IMDA/17/004

9 March 2017

Ms Aileen Chia  
Director-General (Telecoms & Post)  
Assistant Chief Executive (Connectivity & Competition Development)  
Info-communications Media Development Authority of Singapore

Dear Ms Chia

**SUBMISSION TO THE CONSULTATION ON NETLINK TRUST'S  
INTERCONNECTION OFFER**

1. Singapore Telecommunications Limited (**Singtel**) welcomes the opportunity to respond to the Info-communications Media Development Authority of Singapore's (**IMDA**) request for comments in respect of the NetLink Trust's Interconnection Offer set out in the consultation paper issued by the IMDA on 26 January 2017 (**Consultation Paper**) and the IMDA's extension letter dated 10 February 2017.
2. Singtel attaches hereto our comments to the Consultation Paper.
3. Please do not hesitate to contact us if you have any queries or require further clarification.
4. Thank you.

Yours sincerely

A handwritten signature in black ink, appearing to read "Sean Slattery". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sean Slattery  
Vice President  
Regulatory and Interconnect  
*Encl.*



## **SINGTEL'S RESPONSE TO THE CONSULTATION ON NETLINK TRUST'S INTERCONNECTION OFFER**

1. Singtel's response to the Consultation Paper is structured as follows:
  - Background
  - Executive Summary
  - Specific Comments
  - Conclusion
2. Where terms used in this response are defined in the ICO and the proposed ICO, they have the same meaning in this response.

### **Background**

3. The Singtel group provides a comprehensive portfolio of services that include voice, data and internet services to both corporate and residential customers across Singapore over a variety of platforms, including the NGNBN. NetLink Trust's effective provisioning of services at the passive layer of the NGNBN is of strong significance to the Singtel group.
4. Singtel notes that the IMDA performed a holistic review of the ICO and set out the following required changes to the ICO:
  - (i) NetLink Trust shall be responsible for patching works from FIP to the FDP for Residential End-User Connection orders to COPIF 2013 Buildings. The Requesting Licensees need not submit separate additional work requests for such patching works;
  - (ii) NetLink Trust shall service End-Users' request for FTP installation/relocation to/at their homes in relation to an active service/request for new NBN service after the building has attained TOP status for both Pre-COPIF 2013 Buildings and COPIF2013 Buildings;
  - (iii) NetLink Trust shall recover a Service Activation Charge for Residential End-User Connections in relation to patching works at the MDF room, FIP and/or FDP as well as any subsequent corresponding un-patching works arising from order deactivation, termination or service relocation;



- (iv) NetLink Trust shall be the sole party fronting its Requesting Licensees on fault management and continue to be responsible for fault investigation and identification for the passive fibre infrastructure for all faults reported by the Requesting Licensees, including for faults between the FIPs in the risers to the FTPs in residential premises of COPIF 2013 Buildings;
  - (v) NetLink Trust shall recover a Fault Identification Charge in place of the No Fault Found Charge to streamline the treatment for both Pre-COPIF 2013 Buildings and COPIF2013 Buildings; and
  - (vi) NetLink Trust shall recover necessary third-party costs as part of the Network Installation Charges for Non-Residential End-User Connection Service to fulfil certain service orders in a timely manner,
- (the **Required Changes**).

#### **Executive Summary**

5. Generally, Singtel has no objections to NetLink Trust's proposed ICO changes. However, Singtel has proposed necessary refinements in order to ensure efficient adoption and implementation. Singtel makes the following key points in this submission:
- (i) NetLink Trust should specify all the scenarios for which the Service Activation Charge may be levied;
  - (ii) NetLink Trust should not double recover costs for un-patching work at the MDF Room;
  - (iii) NetLink Trust should align Charges for deactivation/removal of Patching Service in CO;
  - (iv) NetLink Trust should make available the relevant/valid evidence prior to NetLink Trust billing the Requesting Licensee under the Fault Management Regime;
  - (v) NetLink Trust should propose a provision and Fault Management Regime similar to Schedule 1 for Schedule 8 of the ICO; and
  - (vi) NetLink Trust should make available the list of Buildings constructed under COPIF 2013.



## Specific Comments

NetLink Trust should specify all the scenarios for which the Service Activation Charge may be levied

6. Singtel supports IMDA's approach to include cost incurred for the termination of services in the Service Activation Charge. This approach closely resembles the pricing model adopted by Retail Service Provider (**RSP**) where the RSP charges its customers an upfront one-time charge when the service is provisioned. Such an approach provides better comfort to the industry in terms of the clarity of cost involved in the provisioning of an End-User Connection as termination costs are already provided for in the upfront payment, and allows the RSP to efficiently manage their costs.

7. Singtel notes that NetLink Trust has specified in the in Clause 1.18.1 of Schedule 15 of the proposed ICO that:

*"The Requesting Licensee shall be liable to pay a one-time Service Activation Charge for each Residential End-User Connection, at the rate listed below";*

and in Clause 1.18.2

*"The Service Activation charge [of \$53.00] will cover works relating to patching at the Building MDF Room, Fibre Interface Point and/or Fibre Distribution Point as well as subsequent corresponding un-patching arising from order deactivation, termination or service relocation."*

8. Singtel submits that these clauses are too vague. Singtel submits that NetLink Trust should clearly specify the exhaustive list of all instances where the Requesting Licensee is liable for a Service Activation Charge, such as:

- a) When an Requesting Licensee submits a new Residential End-User Connection order for a new address;
- b) When an Requesting Licensee requests a relocation of the Residential End-User Connection from an old premise address to a new premise address;
- c) The Residential End-User Connection order is arising from a churn from one Requesting Licensee to another Requesting Licensee; and
- d) Subsequent activation of the second fibre to an FTP.



9. Furthermore, NetLink Trust should state in the ICO that the Service Activation Charge will not be applicable when an RL submits a request for the Residential EUC to be relocated from one point in a premise to another point in the same premise.

NetLink Trust should not double recover costs for un-patching work at the MDF Room

10. Clause 1.14.2 of Schedule 15 states that that the Requesting Licensee shall pay \$37.05 for the deactivation/removal of Patching Cable in the MDF Room for the Relocation Service of Residential End-User Connection from one Residential address to another Residential address.
11. However, Clause 1.18.2 states that the Service Activation Charge of \$53.00 already include the cost for "*subsequent corresponding un-patching arising from order deactivation, termination or service relocation*". [emphasis added]
12. It would appear that the NetLink Trust proposed changes would result in double recovery of the costs of un-patching works at the MDF Room as the cost for un-patching work at the MDF Room has already been included in the Service Activation Charge.

NetLink Trust should align Charges for deactivation/removal of Patching Service in CO

13. Singtel notes that the Charges for the deactivation/removal of Patching Service in CO in Clause 1.14.2 of Schedule 15 is \$37.69.
14. However, the proposed Charges specified in Clause 13 of Schedule 15 for Patching Service at the CO is \$7.00 and the Charges for deactivation of the Patching Service and the removal of Patch Cable at the CO is \$0.
15. It would appear that NetLink Trust has over recovered the Charges for the deactivation/removal of Patching Service in CO in Clause 1.14.2 of Schedule 15. NetLink Trust should align the Charges for deactivation/removal of Patching Service in CO for all other relevant Schedules accordingly.

NetLink Trust should make available the relevant/valid evidence prior to NetLink Trust billing the Requesting Licensee under the Fault Management Regime

16. Singtel notes that the End-User, RSP and/or Requesting Licensee will only be liable for a Fault Identification Charge when the fault is in NetLink Trust's Network and **evidently** caused by End-User, RSP and/or Requesting Licensee.



17. NetLink Trust should make available the relevant and valid evidence (including pictures and measured readings) that the fault is attributed to the End-User, RSP and/or Requesting Licensee.
18. The relevant/valid evidence should be provided to the Requesting Licensee prior to NetLink Trust billing the Requesting Licensee, providing sufficient time for the Requesting Licensee to ascertain whether the fault is attributed to the End-User, RSP and/or Requesting Licensee.

NetLink Trust should propose a provision and Fault Management Regime similar to Schedule 1 for Schedule 8

19. The provisioning and fault management activities for a connection from Building MDF Room to a Residential Premise also include works at the telecommunications riser at COPIF 2013 Buildings and Pre-COPIF 2013 Buildings.
20. As such, Schedule 8 of the ICO where a Requesting Licensee may request for a connection from Building MDF Room to a Residential Premise should be subject to the same provisioning and fault management regime as proposed in Schedule 1 of the ICO.

NetLink Trust should make available the list of Buildings constructed under COPIF 2013

21. In order for the Requesting Licensee and RSP to identify the different provisioning and fault management processes and the relevant Charges of Residential End-User Connection, NetLink Trust and the Requesting Licensee and RSP must have and maintain a common list of all buildings constructed in accordance with COPIF 2013.
22. This allows the Requesting Licensee and RSP to make an informed decision on the Residential End-User Connection and provide accurate advice to the End-User.
23. NetLink Trust should maintain and make available the necessary information on which Residential Premises are constructed in accordance with COPIF 2013. NetLink Trust should make available such information when the Requesting Licensee submits a Request for Residential End-User Connection or lodges a fault report with NetLink Trust.



## Conclusion

24. In conclusion, Singtel submits that the following necessary refinements are required:
- (i) NetLink Trust should specify all the scenarios for which the Service Activation Charge may be levied;
  - (ii) NetLink Trust should not double recover costs for un-patching work at the MDF Room;
  - (iii) NetLink Trust should align Charges for deactivation/removal of Patching Service in CO;
  - (iv) NetLink Trust should make available the relevant/valid evidence prior to NetLink Trust billing the Requesting Licensee under the Fault Management Regime;
  - (v) NetLink Trust should propose a provision and Fault Management Regime similar to Schedule 1 for Schedule 8 of the ICO; and
  - (vi) NetLink Trust should make available the list of Buildings constructed under COPIF 2013.