



7<sup>th</sup> March 2017

Aileen Chia (Ms)  
Director-General (Telecoms & Post),  
Asst. CE (Connectivity & Competition Development)  
Infocomm Media Development Authority  
10 Pasir Panjang Road  
#10-01 Mapletree Business City  
Singapore 117438

By email: Consultation@imda.gov.sg

Dear Ms Chia,

## **RE: REVIEW OF NETLINK TRUST'S INTERCONNECTION OFFER**

1. We refer to the consultation document released on 26<sup>th</sup> January by IMDA, and we appreciate the opportunity to comment.

### **BACKGROUND**

2. Viewqwest Pte Ltd is a Facilities-Based Operator in Singapore, who is a NetLink Trust ("NLT") Network Company Qualifying Person. We are a Requesting Licencee ("RL") and a Retail Service Provider.

3. As a customer of NetLink Trust, the Interconnection Offer ("ICO") manages our interactions with NLT and the level of service we should expect. This, in turn, affects the experience our own customers will have. Therefore any proposed changes are of great interest to us.

### **SUMMARY OF OUR POSITION**

4. We believe:
- NLT should only charge the RL for the Fault Identification Charge where the cause of the fault can be attributed to the RL.
  - Where the RL can provide evidence of a failure to deliver the service subscribed, the No Fault Found/Fault Identification Charge will be waived by NLT.
  - Where a Non-Residential circuit with an existing Fibre Termination Point (also known as a "C-series" order) occurs, the Network Installation Charge for Option 3 should not be charged, as the network is already installed. In this instance, only the Service Activation Charge should apply.
  - As NLT is to charge a Service Activation Charge, the patching/unpatching charges should no longer apply, as patching is a cost involved in the service activation.
  - Emergency access to the Central Office rooms should be provided as soon as approval is received by the on-site security office, and there should not be a one (1) hour delay.

### **GENERAL COMMENTS**

5. The introduction of the increased charges for the Network Installation Charge for Option 3, will create a further impediment to Small Medium Enterprises who are considering moving to a fibre broadband internet connection.

6. When an RL reports a faulty, if they are able to show the results of testing the fibre from the CO to the FTP, such as a low signal/no signal reading, then that should be considered acceptable evidence that a fault does exist and NLT should be the cost of investigating the fault. Currently a situation exists where an RL can report a low signal/no signal situation, which suddenly starts working after the NLT contractor has unpatched the cable and tested the fibre segment. To NLT this is considered No Fault Found and the RL is charged, but from the RL's engineer's point of view the re-seating of the fibre patch cable by the NLT contractor was the fix to the low signal/no signal issue.

7. Nothing has been proposed to reduce that minimum wait time of one (1) hour for emergency access to the Central Office(s) ("CO"). In the case of an emergency this delay serves to increase the time it takes to enable engineers to get on-site to diagnose a problem, and ultimately leads to a longer interruption of service to the end-users. Viewqwest hopes the ICO could be amended so once NLT has been notified of an emergency access request, our engineers can move immediately to the CO, and when the security office on-site is notified of the approved access request, our engineers can be immediately escorted into the CO room.

## **VIEWS REGARDING SPECIFIC PROVISIONS OF THE DRAFT REVISED ICO**

### **Schedule 2 Clause 11.8d**

8. We disagree with this proposal. NLT should only charge an RL where it is shown that the RL is at fault.

### **Schedule 15 Clause 2.3.1**

9. We disagree with this proposal. This clause should be amended to read "There shall be a one-time Installation of Network Charge payable per Non-Residential End-User Connection, if required."

### **Schedule 15 Clause 2.3.2**

10. This clause should be modified to state the charge of \$717, is only required if a fibre termination point needs to be installed in the premises.

### **Schedule 15 Clauses 1.9.1, 2.8.1 & 3.8.1**

11. This clause should be modified to included "if the RL is at fault."

Thank you for your consideration.

Yours Sincerely,



Chris Williams  
Chief Operating Officer  
[chris.williams@viewqwest.com](mailto:chris.williams@viewqwest.com)  
DID +65 6866 1989