



## DETAILED SUBMISSION ON THE SERVICE LEVEL TERMS

SECTION/CLAUSE of the VODAFONE STP	COMMENT
<p><b>General Comments</b></p> <p>Please note that the numbering used in this submission corresponds to the numbering in the Vodafone Mobile Co-location STP Service Level Terms.</p>	<ul style="list-style-type: none"> <li>• Telecom wishes to propose a number of changes to the Service Levels so as to strengthen the overall process and improve certainty for Access Seekers.</li> <li>• The below changes are also proposed to ensure that the Service Levels are consistent with the rest of the Telecom submission on the Vodafone STP and other STDs.</li> <li>• This table sets out the reasoning for specific changes to the Service Level Terms. In order to see these changes, please refer to the attached Telecom mark-up of the Vodafone STP.</li> </ul>
<b>1 Introduction</b>	<ul style="list-style-type: none"> <li>• Telecom agrees with the Vodafone drafting of this section.</li> </ul>
<b>2 Scope</b>	<ul style="list-style-type: none"> <li>• Telecom agrees with the Vodafone drafting of this section.</li> </ul>
<b>3 Service Levels</b>	<ul style="list-style-type: none"> <li>• Telecom submits that clause 3.5, which refers to the measured Service Level time stopping and starting where any changes are made to an Application should be expanded to include changes to any Service attributes forming part of the Service Levels. This change is intended to widen its scope and ensure that not only Applications, but any other processes caught under the Service Levels are captured.</li> </ul>
<b>4 Exclusions</b>	<ul style="list-style-type: none"> <li>• Telecom submits that sub-clause 4.1.6, which states that a "Service Level Default is due to a failure by the Access Seeker to allow access to the premises or equipment where reasonably requested" only anticipates instances in which the Access Seeker fails to allow access to its own space, rather than the premises which are controlled by the Access Provider.</li> <li>• The meaning of the section would be more accurate if the reference to "premises" was replaced with "Access Seeker Space."</li> </ul>
<b>5 Access Seeker Forecasts</b>	<ul style="list-style-type: none"> <li>• Telecom submits that our changes to clauses 5.2 and 5.3 are consistent with our changes to Appendix 1 below.</li> <li>• These changes reflect our submission on specific forecasting. They also reflect our submissions on Part 2 of the Operations Manual proposing inclusion of provisions dealing with inaccurate forecasts.</li> <li>• Any Service Level that deals with a specific process or part of a process should have a corresponding forecast. If that forecast is not accurate, then the relevant Service Level should not apply.</li> </ul>
<b>6 Reporting on Service Levels</b>	<ul style="list-style-type: none"> <li>• Telecom submits that in addition to financial penalties, other incentives on Access Providers are also necessary to ensure their compliance with the Service Levels. The name and shame incentive</li> </ul>

SECTION/CLAUSE of the VODAFONE STP	COMMENT
	<p>in clause 6.2 of the UCLL Co-location STD should therefore be included as the new clause 6.2.</p> <ul style="list-style-type: none"> <li>Telecom notes that, in its own experience, the "name and shame" regime can provide greater incentives to meet the Service Levels than financial penalties.</li> </ul>
<p><b>7 Service Levels Defaults</b></p>	<ul style="list-style-type: none"> <li>Telecom submits that clause 7.2 of the UCLL Co-location STD, which provides additional name and shame incentives for the parties to meet their Service Levels, should be included as the new clause 7.2 for the reasons set out in relation to section 6 above.</li> </ul>
<p><b>8 Performance Penalties</b></p>	<ul style="list-style-type: none"> <li>Telecom agrees with the Vodafone drafting of this section.</li> </ul>
<p><b>9 Reconciliation of Performance Penalties</b></p>	<ul style="list-style-type: none"> <li>Telecom agrees with the Vodafone drafting of this section.</li> </ul>
<p><b>Appendix 1</b></p> <ul style="list-style-type: none"> <li><b>General</b></li> </ul>	<ul style="list-style-type: none"> <li>Telecom notes that the Vodafone drafting of the Service Levels is consistent with our submission on the Operations Manual proposing that Initial Site Application and Detailed Site Visit be made optional, as Vodafone has not included any Service Levels for these two stages of the process.</li> <li>Telecom has inserted additional Service Levels setting out metrics for Access Provider acknowledgment of receipt of various Access Seeker Applications and documents. These Service Levels are the new items 1, 3, 5, 7 and 11. We note that, while in the previous STDs the tolerance levels for acknowledgments were set at 99%, we have reduced these to 90% due to higher complexity of data in the Mobile Co-location Applications.</li> <li>The Operations Manual does not specifically require that processes be online and automated. It will therefore be up to each Access Provider to set up its own provisioning system and decide whether such a system is online or not. Including a greater tolerance level allows for manual provisioning systems. In case of Telecom, it is unclear at this stage whether the automated online processes will be available on the date the Service Levels come into effect.</li> </ul>
<p>Interference Desktop Study</p>	<ul style="list-style-type: none"> <li>Telecom has submitted, in particular in relation to the Operations Manual and the Interference Management Plan, that the process would be strengthened with the inclusion of the desktop study on Interference and Performance Degradation.</li> <li>Given this is a step in the process controlled by the Access Provider, the Access Seeker will require certainty around the timeframes and efficiencies relating to it.</li> <li>Telecom submits that an additional Service Level should be included to provide the metrics relating to the desktop study on the Interference and Performance Degradation.</li> </ul>
<p>Site Desktop Assessment – Stage 1</p> <ul style="list-style-type: none"> <li>Issue of Site Data Pack</li> </ul>	<ul style="list-style-type: none"> <li>Telecom submits that, consistent with its submission on the Operations Manual suggesting removal of Capacity Limits and inclusion of a cap, an exclusion setting out the relevant caps which should</li> </ul>

SECTION/CLAUSE of the VODAFONE STP	COMMENT
	<p>apply has been added to the item setting out the Service Levels for the Issue of Site Data Pack.</p> <ul style="list-style-type: none"> <li>• Telecom has conducted discussions on the viability of different caps, and has considered including either a limit of 40 Site Data Packs over 20 working days, or a limit of 10 Site Data Packs over 5 working days.</li> <li>• The cap of 10 Data Site Packs over 5 working days would be more consistent with the proposed Multi-Site Application Project process, as discussed in our submission on the Operations Manual.</li> <li>• Moreover, the limit of 10 over 5 days adds up to 40 over 20 days, making the inclusion of the higher cap superfluous.</li> <li>• This cap, combined with the proposed Multi-Site Application Project process, is designed to provide more certainty to both Access Seekers and Access Providers around processing and response times for multiple Applications.</li> <li>• Telecom also submits that the 5 Working Day timeframe will not apply where the Access Seeker has requested further information in accordance with clause 13.2.6 of the Operations Manual, as such requests are outside of the Access Provider's control.</li> </ul>
<p>Detailed Site Design - Stage 2</p> <ul style="list-style-type: none"> <li>• Decision on Access Seeker's Full Site Application</li> </ul>	<ul style="list-style-type: none"> <li>• In order to ensure that the Access Providers do not receive an unexpected number of applications at any one time which they will have difficulty processing within the 20 working day timeframe, and consistent with our submission on Capacity Limits and the setting of a cap for the issue of Site Data Packs, a cap of 40 Full Site Applications over the 20 working days should be included. This cap is a realistic limit of Applications per Access Seeker that Telecom can process within the Service Levels.</li> <li>• Telecom further submits that the second two exclusions in the Vodafone version of this Service Level are in fact clarifications referring to the Operations Manual. The Service Level would therefore be clearer if these were omitted.</li> </ul>
<p>Final Site Approval – Stage 3</p> <ul style="list-style-type: none"> <li>• Decision on Access Seeker's Conditional Notice</li> </ul>	<ul style="list-style-type: none"> <li>• Telecom submits that, given there are no forecasting requirements for the Conditional Notice, and that the workability of any such requirements would be difficult for the Access Seekers; this Service Level should be removed. If the other parties wish to retain this Service Level, corresponding forecasting requirements should be added to the Operations Manual.</li> <li>• Telecom notes that the timeframes set out in the Operations Manual still apply to this step of the process.</li> </ul>
<p>Project Plan – Stage 4</p> <ul style="list-style-type: none"> <li>• Decision on Access Seeker's Project Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Telecom submits that, for the purpose of clarifying the process and ensuring that the measured time stops and starts where appropriate, an additional exclusion is added to this clause ensuring the timeframes only apply where all conditions required for the Approval to Build are supplied by the Access Seeker as a single pack.</li> <li>• Telecom further submits that the second two exclusions in the Vodafone version of this Service</li> </ul>

SECTION/CLAUSE of the VODAFONE STP	COMMENT
	Level are in fact clarifications referring to the Operations Manual. The Service Level would therefore be clearer if these were omitted.
Planned and Unplanned Outages	<ul style="list-style-type: none"> <li>• Telecom agrees with the Vodafone drafting of this clause.</li> </ul>
Fault Management for Mobile Co-location Service	<ul style="list-style-type: none"> <li>• In order to clarify the process, and consistently with the UCLL Co-location STD, items relating to the acknowledgment of the fault report receipt and the notification of the expected restoration time from the UCLL Co-location STD should be included here. These Service Levels are equally important in relation to the Mobile Co-location Service as for any other service covered by previous STDs.</li> </ul>
<b>Operational Support System SLAs for Mobile Co-location</b>	<ul style="list-style-type: none"> <li>• In order to allow the Access Seekers the tools they need to make an Application and give them sufficient control to meet all appropriate conditions, Items 15, 16 and 17 from the UCLL Co-location STD are inserted here. These items will provide metrics in relation to the availability of the Provisioning System, the Fault Management System and NOC.</li> <li>• Telecom also suggests including an additional item for the availability of the Common Format Site Database.</li> </ul>
<b>Appendix 2</b>	
Performance Penalties	<ul style="list-style-type: none"> <li>• Telecom submits that Items 3 and 4, given they are not included in Appendix 1, should also be excluded from Appendix 2. These two steps are mostly Access Seeker controlled; therefore financial penalties are not appropriate.</li> <li>• Telecom further submits that, consistent with our submission that the desktop study on Interference and Performance Degradation is a key step in the process, a corresponding penalty item should be included.</li> <li>• Telecom submits that the word "standard" should be deleted from the formula for performance penalties. The Charges are outside of the scope of the Mobile Co-location STD and will be specific to each Access Seeker and Access Provider.</li> </ul>

**TELECOM MARKUP OF THE VODAFONE**  
**STANDARD TERMS FOR THE CO-LOCATION ON**  
**CELLULAR MOBILE TRANSMISSION SITES SERVICE**

**SCHEDULE 2**  
**CO-LOCATION ON CELLULAR MOBILE TRANSMISSION**  
**SITES SERVICE LEVEL TERMS**  
**PUBLIC VERSION**

~~28 April 2008~~ **23 May 2008**

## Table of contents

1	Introduction .....	1
2	Scope .....	<a href="#">2222</a>
3	Service Levels .....	<a href="#">2222</a>
4	Exclusions .....	<a href="#">2222</a>
5	Access Seeker Forecasts.....	<a href="#">3333</a>
6	Reporting on Service Levels.....	<a href="#">3333</a>
7	Service Levels Defaults .....	<a href="#">4444</a>
8	Performance Penalties .....	<a href="#">4444</a>
9	Reconciliation of Performance Penalties.....	<a href="#">4444</a>
	<b>Appendix 1 .....</b>	<b><a href="#">6666</a></b>
	Site Desktop Assessment – Stage 1 .....	<a href="#">6666</a>
	Detailed Site Design - Stage 2.....	<a href="#">7777</a>
	Final Site Approval – Stage 3.....	<a href="#">8878</a>
	Project Plan – Stage 4 .....	<a href="#">8888</a>
	Planned and Unplanned Outages .....	<a href="#">9999</a>
	Fault Management for Mobile Co-location Service .....	<a href="#">10401040</a>
	<b>Appendix 2.....</b>	<b><a href="#">13431343</a></b>
	Performance Penalties.....	<a href="#">13431343</a>

## 1 Introduction

- 1.1 These Service Level Terms (**SLA**) are part of the Mobile Co-location Terms, which set out the rights and obligations of the Access Provider and the Access Seeker in relation to the Mobile Co-location Service.
- 1.2 The operational requirements for the Mobile Co-location Service are set out in the Mobile Co-location Operations Manual.
- 1.3 References to clauses or sections are references to clauses and sections of this SLA unless stated otherwise. The definitions set out in the Mobile Co-location General Terms and the Mobile Co-location Operations Manual apply to the extent that they are not expressly modified by or inconsistent with the context of this SLA. The additional definitions set out in clause 1.4 apply to this SLA.

1.4 **Definitions:** In this SLA:

<b>Business Hours</b>	means 8.00am to 5.00pm on any Working Day.
<b>Charge</b>	means any amounts payable to the Access Provider for the Mobile Co-location Service under the Mobile Co-location Terms.
<b>Determination Date</b>	means the date on which the Mobile Co-location Standard Terms Determination relating to the Mobile Co-location Service comes into force.
<b>Future Service Level Deliverable</b>	means any deliverable that is added to this SLA in accordance with the change mechanism set out in section 10 of the Mobile Co-location General Terms.
<b>Future Service Levels</b>	is the means by which the Access Provider's performance of a Future Service Level Deliverable will be measured.
<b>Half Contract Year</b>	means a 6 month period ending on 31 March and a 6 month period ending on 30 September.
<b>Mobile Co-location Forecasts</b>	has the meaning given to it in the Mobile Co-location Operations Manual.
<b>Performance Penalty</b>	means the amount that the Access Seeker is entitled to claim in the event of a Service Level Default, calculated in accordance with section 8 and Appendix 2.
<b>Receipt Time</b>	means, for a Site Data Pack Application, Full Site Application, Conditional Notice or Project Plan, the time that that Site Data Pack Application, Full Site Application, Conditional Notice, or Project Plan is received by the Access Provider (which shall be the time of notification of receipt by the Access Provider as provided for in clause 12.7.2 of the Mobile Co-location Operations Manual), provided that where a Site Data Pack Application, Full Site Application, Conditional Notice or Project Plan is received by the Access Provider outside Business Hours, the Receipt Time will be the start of the first Business Hour of the following Working Day.
<b>Service Level Deliverables</b>	means those deliverables performed by the Access Provider pursuant to this SLA, as set out in Appendix 1.
<b>Service Levels</b>	is the means by which the Access Provider's performance of a Service Level Deliverable is measured (except as may be otherwise provided) on

a calendar monthly basis, as set out in Appendix 1. A Service Level is subject to the exclusions specified in this SLA.

<b>Service Level Default</b>	means a failure by the Access Provider to meet the Service Level corresponding to a particular Service Level Deliverable.
<b>Specified Date</b>	means in respect of Future Service Levels, the date agreed under the change mechanism set out in section 10 of the Mobile Co-location General Terms.
<b>Tolerance Level</b>	means the minimum acceptable level of performance of a Service Level for a Deliverable, expressed as a percentage in Appendix 1.

## 2 Scope

- 2.1 This SLA:
- 2.1.1 sets out the quality and performance of the Service Level commitments of the Access Provider to the Access Seeker for the delivery of the Mobile Co-location Service; and
  - 2.1.2 provides for a penalty mechanism where the Access Provider fails to meet its Service Levels.
- 2.2 This SLA may be changed in accordance with the change mechanism set out in section 10 of the Mobile Co-location General Terms.
- 2.3 The change mechanism (set out in section 10 of the Mobile Co-location General Terms) will apply in the event that any changes to this SLA are proposed by the Access Seeker or the Access Provider.

## 3 Service Levels

- 3.1 The Access Provider will provide the Deliverables in accordance with this SLA.
- 3.2 The Service Levels apply from the Determination Date.
- 3.3 Any Future Service Levels will apply from the Specified Date.
- 3.4 The nature of any Future Service Levels, including their respective Tolerance Levels, will be set via the change mechanism process under section 10 of the Mobile Co-location General Terms.
- 3.5 If the Access Seeker updates or changes an Application [or any Service attribute forming part of these Service Level Terms](#) pursuant to the process set out under the Mobile Co-location Operations Manual, the Service Levels applicable to that Application [or any Service attribute forming part of these Service Level Terms](#) (as updated or changed) will be measured from the Receipt Time of that updated or changed Application [or any Service attribute forming part of these Service Level Terms](#).

## 4 Exclusions

- 4.1 The Service Levels will not apply where:
- 4.1.1 a Service Level Default is due to a Force Majeure Event;
  - 4.1.2 a Service Level Default is due to the Access Seeker failing to comply with an express obligation under the Mobile Co-location Terms, including, without limitation, the obligation to submit an Application in accordance with the provisions of the Mobile Co-location Operations Manual;

- 4.1.3 it is expressly stated so in the Mobile Co-location Operations Manual;
- 4.1.4 a Service Level Default is due to:
- (a) a fault that is the Access Seeker's responsibility under the Mobile Co-location Terms; or
  - (b) a failure by the Access Seeker to perform an act that must be undertaken before the Access Provider must perform the Service Level Deliverable; or
  - (c) anything (including any fault) caused by the telecommunications network or equipment of any third party or the Access Seeker's Network or the Access Seeker Equipment;
- 4.1.5 a fault is reported and no fault for which the Access Provider is responsible is detected when the service is tested from end to end;
- 4.1.6 a Service Level Default is due to a failure by the Access Seeker to allow access to the [premises Access Seeker Space](#) or equipment when reasonably requested;
- 4.1.7 remedying a Service Level Default would result in a material health and safety risk for an Access Provider employee or agent, the avoidance of which could not have been realistically predicted by the Access Provider; or
- 4.1.8 agreed between the Access Provider and the Access Seeker.
- 4.2 Further exclusions and limitations to the Access Provider's liability in respect of specific Service Levels are set out in Appendix 1. The exclusions and limitations provided in Appendix 1 are in addition to the general exclusions set out in this clause 4 and in no way limit the exclusions set out in this clause 4.
- 4.3 Where the Access Provider makes a decision that a Service Level Default has not occurred because one or more of the exclusions or limitations apply, the details of the exclusion or limitation are to be recorded and reported in the Access Provider's monthly performance report provided in accordance with clause 6.1.

## 5 Access Seeker Forecasts

- 5.1 The Access Seeker will provide accurate Mobile Co-location Forecasts to the Access Provider in accordance with the procedures and time frames set out in the Mobile Co-location Operations Manual.
- 5.2 If the Access Seeker fails to provide the Access Provider with Mobile Co-location Forecasts, the Access Provider will use reasonable endeavours to process any relevant [Site Data Pack](#) Applications but the Service Levels set out [at Item Numbers 1 \(Issue of Site Data Pack\), 2 \(Decision on Full Site Application\), 3 \(Final Site Approval\) and 4 \(Project Plan Approval\) of in](#) Appendix 1, will not apply.
- 5.3 If the Access Seeker provides the Access Provider with an inaccurate Mobile Co-location Forecast, then there will be no requirement for the Access Provider to meet the Service Levels set out [at Item Numbers 1 \(Issue of Site Data Pack\), 2 \(Decision on Full Site Application\), 3 \(Final Site Approval\) and 4 \(Project Plan Approval\) of in](#) Appendix 1, to the extent that any failure to meet the Service Levels is attributable to the inaccurate Mobile Co-location Forecast.

## 6 Reporting on Service Levels

- [6.1](#) The Access Provider will provide the Access Seeker and the Commission with a performance report each month. The report will be delivered or made available to the Access Seeker and Commission within 10 Working Days of the end of each calendar month in both hard-copy and electronic format. The report will detail the Access Provider's performance and compliance with each of the Service Levels over the preceding

month. The format and content of the performance report will be proposed by the Access Provider within 20 Working Days of the Determination Date for approval by the Commission.

[6.46.2 The performance report provided in accordance with clause 6.1 will be made publicly available on the Access Provider's website at the same time as it is provided to the Access Seeker and the Commission.](#)

## 7 Service Levels Defaults

[7.1](#) In the event of a Service Level Default, the Access Provider will provide a report to the Access Seeker and the Commission detailing:

- 7.1.1 the cause of and procedure for correcting such Service Level Default;
- 7.1.2 the steps taken by the Access Provider to remedy the Service Level Default and the effectiveness of those steps; and
- 7.1.3 any previous Service Level Defaults in respect of that Deliverable occurring during the current and preceding Half Contract Year.

The report will be provided each month until the Service Level Default is remedied, at the same time as the Access Provider provides its report under clause 6.1.

[7.2](#) [The report provided in accordance with clause 7.1 will be made publicly available on the Access Provider's website at the same time as it is provided to the Access Seeker and Commission.](#)

## 8 Performance Penalties

8.1 Subject to section 4, in the event of a Service Level Default, the Access Seeker will receive a Performance Penalty from the Access Provider. The Performance Penalty will be that set out in Appendix 2.

8.2 Notwithstanding clause 8.1, the Access Seeker will not be entitled to receive Performance Penalties in respect of the period prior to the completion of the Soft Launch, as provided for in the Mobile Co-location Implementation Plan.

## 9 Reconciliation of Performance Penalties

9.1 Within 10 Working Days after the end of each calendar month, the Access Provider will provide a summary report to the Access Seeker that will detail the total amount of Performance Penalties imposed for Service Level Defaults in accordance with section 8, during the preceding calendar month, detailed by Service Level.

9.2 Where Performance Penalties are due to the Access Seeker, the Access Provider will set off the total amount of the Performance Penalties from the Charges due in the next invoice issued by the Access Provider to the Access Seeker in relation to the Mobile Co-location Service. If the Performance Penalties exceed the Charges due, then the Access Provider must pay the amount equivalent to the Performance Penalty, or that part of the Performance Penalty not so set off, to the Access Seeker within 20 Working Days.

9.3 Within 10 Working Days after each Half Contract Year, the Access Provider will provide a summary report to the Access Seeker that will include the following:

- 9.3.1 with respect to each Deliverable for which there was a Service Level Default during the preceding Half Contract Year:
  - (a) statistics on the Access Provider's average monthly performance of that Deliverable, detailed by calendar month, during that Half Contract Year; and

(b) the average of the Access Provider's average monthly performance of that Deliverable during that Half Contract Year;

9.3.2 the total amount of Performance Penalties imposed for Service Level Defaults in accordance with section 8, detailed by calendar month, during the preceding Half Contract Year;

9.4 Any Performance Penalty imposed under the provisions of this SLA is credited on the basis that:

9.4.1 there is no admission of liability by the Access Provider or the Access Seeker: and

9.4.2 any amount credited will be credited without prejudice to any right of either the Access Provider or the Access Seeker to claim for additional loss resulting from the Service Level Default.

## Appendix 1

### Interference Desktop Study

<u>Item No.</u>	<u>Service Attribute</u>	<u>Deliverable</u>	<u>Service Level</u>	<u>Tolerance Level</u>	<u>Exclusions and Limitations</u>
1.	<u>Proposed Solution Acknowledgment</u>	<u>Access Provider will acknowledge receipt of a Proposed Solution</u>	<u>Provide acknowledgment to the Access Seeker within 4 Consecutive Business Hours following the Receipt Time</u>	90%	
2.	<u>Interference desktop study</u>	<u>Access Provider will complete the desktop study of Interference and Performance Degradation</u>	<u>Access Provider will complete the Desktop Study within 10 Working Days from date of receipt of Proposed Solution</u>	90%	<u>Refer to clause 5 regarding the failure of the Access Seeker to provide Mobile Co-location Forecasts or to provide accurate Mobile Co-location Forecasts.</u>

### Site Desktop Assessment – Stage 1

<b>Item No.</b>	<b>Service Attribute</b>	<b>Deliverable</b>	<b>Service Level</b>	<b>Tolerance Level</b>	<b>Exclusions and Limitations</b>
3.	<u>Site Data Pack Application Acknowledgment</u>	<u>Access Provider will acknowledge receipt of a Site Data Pack Application</u>	<u>Provide acknowledgment to the Access Seeker within 4 Consecutive Business Hours following the Receipt Time</u>	90%	

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
<a href="#">4.4.</a>	Issue of Site Data Pack	Access Provider will issue Site Data Pack	Site Data Pack to be issued to the Access Seeker within 5 Working Days of Receipt Time of the Site Data Pack Application	90%	<p>Refer to clause 5 regarding the failure of the Access Seeker to provide Mobile Co-location Forecasts or to provide accurate Mobile Co-location Forecasts.</p> <p><a href="#">The 5 Working Day timeframe applies for the issue of up to 10 Service Data Packs per Access Seeker, anything over 10 Service Data Packs per Access Seeker is excluded from these Service Level Terms.</a></p> <p><a href="#">The 5 Working Day timeframe will not apply where the Access Seekers makes a request for further information pursuant to clause 13.2.6 of the Mobile Co-location Operations Manual.</a></p>

**Detailed Site Design - Stage 2**

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
<a href="#">5.</a>	<a href="#">Full Site Application Acknowledgment</a>	<a href="#">Access Provider will acknowledge receipt of a Full Site Application</a>	<a href="#">Provide acknowledgment to the Access Seeker within 4 Consecutive Business Hours following the Receipt Time</a>	<a href="#">90%</a>	
<a href="#">2-6.</a>	Decision on Access Seeker's Full Site Application	Access Provider will issue Conditional Site Approval or Access Provider will reject the Full Site Application	Conditional Site Approval or notification of rejection issued to the Access Seeker within 20 Working Days of Receipt Time of the Full Site Application	90%	<p><a href="#">The 20 Working Days limit only applies to pre-approved site designs, and a Full Site Application that does not include a pre approved site design in accordance with the [IM&amp;D document] is excluded from this Service Level.</a></p> <p><a href="#">The 20 Working Day timeframe applies for the approval or rejection of up to 40 Full Site Applications per Access Seeker, anything over 40 Full Site Applications per Access Seeker is excluded from these Service Level Terms.</a></p> <p>Refer to clause 5 regarding the failure of the Access Seeker to provide Mobile Co-location Forecasts or to provide accurate Mobile Co-location</p>

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
					<p>Forecasts.</p> <p><del>Conditional Site Approval will only be issued by the Access Provider if the Full Site Application is approved by the Access Provider in accordance with the provisions of the Mobile Co-location Operations Manual.</del></p> <p><del>Approval for a Full Site Application will be withheld by the Access Provider if the Full Site Application is rejected by the Access Provider in accordance with the provisions of the Mobile Co-location Operations Manual.</del></p>

**Final Site Approval – Stage 3**

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
3.	Decision on Access Seeker's Conditional Notice	Access Provider will issue Final Site Approval or Access Provider will reject the Conditional Notice	Final Site Approval or notification of rejection issued to the Access Seeker within 5 Working Days of Receipt Time of the Conditional Notice from the Access Seeker	90%	<p><del>The 5 Working Day limit only applies where all conditions required for the Final Site Approval have been supplied by the Access Seeker as a single pack.</del></p> <p><del>Refer to clause 5 regarding the failure of the Access Seeker to provide Mobile Co-location Forecasts or to provide accurate Mobile Co-location Forecasts.</del></p> <p><del>The Mobile Co-location Operations Manual sets out the provisions in relation to whether a Final Site Approval should be issued.</del></p>

**Project Plan – Stage 4**

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations

<a href="#">7.</a>	<a href="#">Project Plan Acknowledgment</a>	<a href="#">Access Provider will acknowledge receipt of a Project Plan</a>	<a href="#">Provide acknowledgment to the Access Seeker within 4 Consecutive Business Hours following the Receipt Time</a>	<a href="#">90%</a>	
<a href="#">4-8.</a>	Decision on Access Seeker's Project Plan	Access Provider will issue Approval to Build or Access Provider will reject the Project Plan and will issue a change request	Approval to Build or notification of rejection and change request issued to the Access Seeker within 10 Working Days of Receipt Time of the Project Plan	90%	<p><a href="#">If all of the necessary details and specifications in the Project Plan are not complete, then this Service Level does not apply.</a></p> <p>Refer to clause 5 regarding the failure of the Access Seeker to provide Mobile Co-location Forecasts or to provide accurate Mobile Co-location Forecasts.</p> <p><del>Approval to Build will only be issued by the Access Provider if the Project Plan is approved by the Access Provider in accordance with the provisions of the Mobile Co-location Operations Manual.</del></p> <p><del>A change request will be issued by the Access Provider if the Project Plan is rejected by the Access Provider in accordance with the provisions of the Mobile Co-location Operations Manual.</del></p>

**Planned and Unplanned Outages**

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
<a href="#">5-9.</a>	Notification of Planned Outages	Access Provider will advise Access Seeker of Planned Outages	Advise at least 10 Working Days before Planned Outage occurs	90%	Access Provider will use all reasonable endeavours to schedule Planned Outages between the hours of 12.00am and 7:00am
<a href="#">6-10.</a>	Notification of Unplanned Outages	Access Provider will advise Access Seeker of Unplanned Outages	Advise within 2 hours, on a 24x7 basis, of Access Provider discovering or receiving notification of the Unplanned Outage	90%	

**Fault Management for Mobile Co-location Service**

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
<a href="#">11.</a>	<a href="#">Fault report receipt acknowledgement</a>	<a href="#">Access Provider will acknowledge receipt of each fault report</a>	<a href="#">Provide fault report receipt acknowledgement within half a Fault Restoration Hour of the fault being reported<sup>1</sup></a>	90%	<a href="#">This Service level does not apply where an invalid fault report has been submitted</a>
<a href="#">12.</a>	<a href="#">Notification of expected restoration time</a>	<a href="#">Access Provider will provide notification of the expected restoration time</a>	<a href="#">Provide notification of the expected restoration time within 8 Fault Restoration Hours of the fault being reported<sup>2</sup></a>	90%	<a href="#">This Service Level does not apply in the event of an emergency</a>
<a href="#">7-13.</a>	Meet notified expected restoration time	Access Provider will restore the fault within the expected restoration time	Restore fault within the Access Provider's notified expected restoration time	80%	The expected restoration time will be provided in accordance with the Access Provider's fault prioritisation systems. If a fault is logged outside Fault Restoration Hours, for the purposes of this Service Level, the report will be deemed to have been received from 7am the following day

**Operational Support System SLAs for Mobile Co-location**

<a href="#">Item No.</a>	<a href="#">Service Attribute</a>	<a href="#">Deliverable</a>	<a href="#">Service Level</a>	<a href="#">Tolerance Level</a>	<a href="#">Exclusions</a>
<a href="#">14.</a>	<a href="#">Availability of the Provisioning System</a>	<a href="#">Access Provider will make the Provisioning System available to the Access Seeker</a>	<a href="#">The Provisioning system is available to the Access Seeker 24 hours a day, 7 days a week.</a>	99.8%	<a href="#">Availability to be measured 24x7 over a calendar month, excluding any periods of Permitted Maintenance.</a>

<sup>1</sup> [If a fault is logged outside Fault Restoration Hours, for the purposes of this Service Level, the report will be deemed to have been received from 7.00am the following day.](#)

<sup>2</sup> [The expected restoration time will be provided in accordance with Access Provider's fault prioritisation systems.](#)

<u>Item No.</u>	<u>Service Attribute</u>	<u>Deliverable</u>	<u>Service Level</u>	<u>Tolerance Level</u>	<u>Exclusions</u>
<u>15.</u>	<u>Availability of the Fault Management System</u>	<u>The Access Provider will make the Fault Management System available to the Access Seeker</u>	<u>The Fault Management System is available to the Access Seeker 24 hours a day, 7 days a week</u>	<u>99.8%</u>	<u>Availability to be measured 24x7 over a calendar month, excluding any periods of Permitted Maintenance.</u>
<u>16.</u>	<u>Availability of NOC</u>	<u>the Access Provider will make NOC available to the Access Seeker</u>	<u>NOC is available to the Access Seeker 24 hours a day, 7 days a week</u>	<u>99.8%</u>	<u>Availability to be measured 24x7 over a calendar month, excluding any periods of Permitted Maintenance.</u>
<u>17.</u>	<u>Availability of the Common Format Site Database</u>	<u>Access Provider will make the Common Format Site Database available to the Access Seeker</u>	<u>The Common Format Site Database is available to the Access Seeker 24 hours a day, 7 days a week</u>	<u>99.8%</u>	<u>Availability to be measured 24x7 over a calendar month, excluding any periods of Permitted Maintenance.</u>

**Notes:**

**Where availability measured**

In respect of Items 17 and 18, availability is measured from the point at which the public internet meets the Provisioning System or the Fault Management System (as the case may be).

**Permitted Maintenance**

The Provisioning System, Fault Management System and the Common Format Site Database may be taken out of service for routine maintenance, testing, configuration changes, software upgrades or updating facilities. The Access Provider will, where practicable, carry out such work between 10:00pm and 7:00am. In such cases, the Access Provider shall advise Access Seekers not less than 5 Working Days prior to the event.

The Access Provider may, at such other times as the Access Provider considers reasonably necessary, take the Provisioning System, Fault Management System and the Common Format Site Database out of service, taking into account the need to minimise any disruption caused to the Access Seekers. The Access Provider will advise of such outages not less than 10 Working Days prior to the planned event.

**Unplanned Outages**

If the Provisioning System, the Fault Management System or the Common Format Site Database must be taken out of service to resolve a fault affecting the system, where reasonably practicable, the Access Provider shall give notice to the Access Seeker of any such unscheduled outages and the Access Seeker will be kept regularly updated regarding the resolution of the fault.

## Appendix 2

### Performance Penalties

Item No.	Deliverable	Tolerance Level	Performance Penalty
<u>1</u>	<u>Access Provider will complete the Desktop Study within 10 Working Days from date of receipt of Proposed Solution</u>	90%	<p><u>The Performance Penalty is to be calculated on a per calendar month basis in accordance with the following formula:</u></p> <p><u>Performance Penalty = A x B</u></p> <p><u>Where:</u></p> <p><u>A = 7% of the <del>standard</del> Charge for the issue of <del>Site Data Pack</del>the desktop study.</u></p> <p><u>B = the number of instances during the calendar month where the Access Provider's performance fell below the specified Tolerance Level.</u></p>
<u>24</u>	Access Provider will issue the Site Data Pack within 5 Working Days of Receipt Time of the Site Data Pack Application	90%	<p>The Performance Penalty is to be calculated on a per calendar month basis in accordance with the following formula:</p> <p>Performance Penalty = A x B</p> <p>Where:</p> <p>A = 7% of the <del>standard</del> Charge for the issue of Site Data Pack</p> <p>B = the number of instances during the calendar month where the Access Provider's performance fell below the specified Tolerance Level.</p>
<u>32</u>	Conditional Site Approval or notification of rejection issued to the Access Seeker within 20 Working Days of Receipt Time of the Full Site Application	90%	<p>The Performance Penalty is to be calculated on a per calendar month basis in accordance with the following formula:</p> <p>Performance Penalty = A x B</p> <p>Where:</p> <p>A = 7% of the <del>standard</del> Charge for the issue of Conditional Site Approval</p> <p>B = the number of instances during the calendar month where the Access Provider's performance fell below the specified Tolerance Level.</p>

43	Access Provider will issue Final Site Approval within 5 Working Days of Receipt Time of the Conditional Notice	90%	<p>The Performance Penalty is to be calculated on a per calendar month basis in accordance with the following formula:</p> <p>Performance Penalty = A x B</p> <p>Where:</p> <p>A = 7% of the standard Charge for the issue of Final Site Approval</p> <p>B = the number of instances during the calendar month where the Access Provider's performance fell below the specified Tolerance Level.</p>
4	Approval to Build or rejection and change request issued to the Access Seeker within 10 Working Days of Receipt Time of the Project Plan	90%	<p>The Performance Penalty is to be calculated on a per calendar month basis in accordance with the following formula:</p> <p>Performance Penalty = A x B</p> <p>Where:</p> <p>A = 7% of the standard Charge for the issue of Project Plan approval</p> <p>B = the number of instances during the calendar month where the Access Provider's performance fell below the specified Tolerance Level.</p>