



COMMERCE COMMISSION

**CLARIFICATION OF THE STANDARD TERMS DETERMINATIONS ON  
TELECOM'S UNBUNDLED COPPER LOCAL LOOP NETWORK  
AND  
TELECOM'S UNBUNDLED COPPER LOCAL LOOP NETWORK  
CO-LOCATION**

**DECISION NO. 643**

Clarification under section 58 of the Telecommunications Act 2001 ('the Act') of Decisions  
609 and 610

**The Commission:**

Dr Ross Patterson

**Summary of Application and Initiation:**

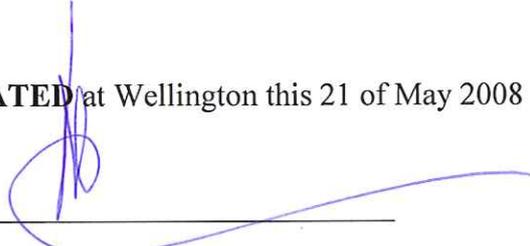
The Commission received an application for clarification and has made further amendments on its own initiative under section 58 of the Act in respect of Decisions 609 and 610.

**Date of clarification:**

21 of May 2008

1. The Commerce Commission (the '**Commission**') is a body corporate established under the Commerce Act 1986 having its head office at Wellington. The Commission has various functions and powers under the Telecommunications Act 2001 (the '**Act**').
2. On 7 November 2007 the Commission issued two standard terms determinations ('**STD**') under section 30M of the Act in respect of the following designated access services:
  - a. Telecom's unbundled copper local loop network, Decision 609 ('**UCLL**'); and
  - b. Telecom's unbundled copper local loop network co-location, Decision 610 ('**Co-location**').
3. On 24 January and 20 February 2008 Telecom (Chorus) applied under s58(1)(a) of the Act for the Commission to clarify the UCLL and the Co-location STDs.
4. Under section 58 of the Act the Commission may clarify a determination if:
  - a. at any time the Commission, on its own initiative or on the application of any person considers that a determination requires clarification; and
  - b. no appeal is pending in respect of the determination.<sup>1</sup>
5. On 28 March 2008 the Commission invited submissions from interested parties, including the Telecommunications Carriers' Forum ('**TCF**'), on a draft clarification of the UCLL and Co-location STDs. The draft included the terms proposed by Telecom in its application and terms developed by the Commission on its own initiative. Further amendments have also been considered to give effect to the points made in the submission by the TCF.
6. Under section 19 the Commission is required to make the decision that best gives, or is likely to best give, effect to the purpose set out in section 18 of the Act. In making this decision the Commission has considered submissions received, the purpose set out in section 18 of the Act and the reasons also set out in Schedule 1.
7. The Commission hereby clarifies the UCLL and Co-location STDs according to the amendments listed in column 2 ('Amendments') of Schedule 1, which relate to the clauses identified in column 1 ('Reference') of Schedule 1, and the associated information in Schedule 2 and Schedule 3.

**DATED** at Wellington this 21 of May 2008



---

Dr Ross Patterson  
Telecommunications Commissioner  
Commerce Commission

<sup>1</sup> There is no appeal pending in respect of Decisions 609 and 610.

## Schedule 1

Reference	Amendment	Reason
<p><b>Amendments to both the UCLL and Co-location STDs</b></p>		
<p>“Structure of the UCLL Terms”, clause 38.10.2 and clause 38.14.2 of the General Terms of the UCLL STD</p> <p>Clauses 6.2 and 7.2 of the Service Level Terms in Schedule 3 of the UCLL STD</p> <p>Clauses 3.1.5 and 9.4 of the Implementation Plan of the UCLL STD</p> <p>“Structure of the UCLL Terms”, clause 38.10.2 and clause 38.14.2 of the General Terms of the Co-location STD</p> <p>Clauses 6.2 and 7.2 of the Service Level Terms in Schedule 3 of the Co-location STD</p> <p>Clause 36.1.1 of the Operations Manual in Schedule 4 of the Co-location STD</p>	<p>Omit:</p> <p><a href="http://www.telecom.co.nz">“www.telecom.co.nz”</a></p> <p>from the clauses outlined in the ‘Reference’ column and substitute with:</p> <p>“publicly accessible website”</p>	<p>The Telecom website is stated as <a href="http://www.telecom.co.nz">www.telecom.co.nz</a>, which creates problems with the presence of several relevant websites (e.g. <a href="http://www.ucll.co.nz">www.ucll.co.nz</a> and <a href="http://www.chorus.co.nz">www.chorus.co.nz</a>).</p>

Reference	Amendment	Reason												
<p><b>Amendments to the Co-location STD only</b></p>														
<p>Section 1 of the Co-location Services - Price List of the Price List in Schedule 2 of the Co-location STD</p>	<p>Insert the following into Section 1 (including the necessary confidential information in the restricted versions):</p> <p>“</p> <table border="1" data-bbox="320 510 1206 1081"> <thead> <tr> <th data-bbox="320 510 459 618">Service component</th> <th data-bbox="459 510 639 618">Description</th> <th data-bbox="639 510 751 618">Core or Sundry</th> <th data-bbox="751 510 863 618">Charge Becomes Due</th> <th data-bbox="863 510 1023 618">Price Change Mechanism</th> <th data-bbox="1023 510 1206 618">Charge</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 618 459 1081">1.17 No fault found</td> <td data-bbox="459 618 639 1081">Fixed charge for fault call that is closed “no Telecom fault found”.</td> <td data-bbox="639 618 751 1081">S</td> <td data-bbox="751 618 863 1081">Following completion of fault investigation</td> <td data-bbox="863 618 1023 1081">Clause 4.2.2</td> <td data-bbox="1023 618 1206 1081"> <p>\$200.30</p> <p>Based on a service company cost of [ ] <b>TNZCOI</b> plus [ ] <b>TNZCOI</b> administration charge and [ ] <b>TNZCOI</b> to cover the estimated direct front office costs to manage each transaction. [ ] <b>TNZRI</b> mark up to cover common costs</p> </td> </tr> </tbody> </table> <p>”</p>	Service component	Description	Core or Sundry	Charge Becomes Due	Price Change Mechanism	Charge	1.17 No fault found	Fixed charge for fault call that is closed “no Telecom fault found”.	S	Following completion of fault investigation	Clause 4.2.2	<p>\$200.30</p> <p>Based on a service company cost of [ ] <b>TNZCOI</b> plus [ ] <b>TNZCOI</b> administration charge and [ ] <b>TNZCOI</b> to cover the estimated direct front office costs to manage each transaction. [ ] <b>TNZRI</b> mark up to cover common costs</p>	<p>To include a Charge that was omitted in error and to be consistent with Charges in the Price List in Schedule 2 of the UBA STD</p>
Service component	Description	Core or Sundry	Charge Becomes Due	Price Change Mechanism	Charge									
1.17 No fault found	Fixed charge for fault call that is closed “no Telecom fault found”.	S	Following completion of fault investigation	Clause 4.2.2	<p>\$200.30</p> <p>Based on a service company cost of [ ] <b>TNZCOI</b> plus [ ] <b>TNZCOI</b> administration charge and [ ] <b>TNZCOI</b> to cover the estimated direct front office costs to manage each transaction. [ ] <b>TNZRI</b> mark up to cover common costs</p>									

Reference	Amendment	Reason
<p>Section 7 of the Co-location Services - Price List of the Price List in Schedule 2 of the Co-location STD</p>	<p>Section 7 is revoked and the following section is substituted:</p> <p><b>“7 Telecom Acting as Bank</b></p> <p>The Telecom Build and associated capital cost arrangement (as set out below) is subject to section 16 (Quote) of the Co-location Operations Manual.</p> <p>The Commission has set the provisional rate of return (<math>r</math>) equal to 10.0%<sup>1</sup>. This rate of return must be used in the capital cost calculation (set out below).</p> <p>The cost of access paid to TCNZ = <math>(\alpha)(voa)</math></p> <p>If less than 100% of the asset is taken by the Access Seeker then an annual payment will be charged by Telecom equal to the forgone return of Telecom on the asset. This will be charged according to the following formula and will apply to all Access Seekers on the anniversary of the first Access Seeker using the asset.</p> <p>Annual Payment to TCNZ = <math>(1-\varpi)(voa)(r) \times \frac{1}{\varpi} \times \lambda</math></p> <p>If the second or subsequent Access Seeker joins after the anniversary date of the annual billing period an amount is returned to the existing Access Seeker(s).</p> <p>Return to existing Access Seekers = <math>(1-\phi)(voa)[(1+r)^T - 1] \times \frac{1}{\varpi} \times \alpha</math> paid to the existing Access Seekers on the basis of their proportion of the asset.</p> <p>If the second or subsequent Access Seeker joins within the same annual billing period an additional amount is returned.</p> <p>Return to existing Access Seekers = <math>(1-\phi)(voa)(r) \times \frac{1}{\varpi} \times \alpha</math> also paid to the existing Access Seekers on the basis of their proportion of the asset.</p> <p>The proportion returned to the individual Access Seekers already using the asset is calculated as follows:</p> <p>For AS<sub>x</sub> the proportion is based on <math>\frac{\lambda}{\varpi - \alpha}</math></p> <p>Where:</p> <p><math>voa</math> is the value of the asset.</p> <p><math>\alpha</math> is the amount of access to the asset sought by the new Access Seeker.</p> <p><math>\phi</math> is the sum of the proportions of all existing Access Seekers including the original Access Seeker.</p> <p><math>r</math> is the rate of return on the asset as set out above.</p> <p><math>\lambda</math> is the amount of access to the asset of the Access Seeker.</p> <p><math>\varpi</math> is the amount of access to the asset of any other existing Access Seekers, including the new Access Seeker.</p> <p><math>T</math> is the number of complete years that the asset has been in use before the new Access Seeker uses the asset.</p> <hr/> <p><sup>1</sup> For the avoidance of doubt, the use of the benchmark rate of return (10%) is confined to the Co-location Service. The Commission notes that the appropriate rate of return on capital would be reconsidered as part of any application for a pricing review.”</p>	<p>To correct an error in the formulae in the PwC report provided to the Commission by Telecom. Please note, the clarified formulae function as intended in the worked example in the PwC report.</p>
<p>Clause 2.2 of the Operations Manual in Schedule 4 of the Co-location STD</p>	<p>Omit:</p> <p>“UCLL”</p> <p>from clause 2.2 and substitute with:</p> <p>“Co-location”</p>	<p>To correct an incorrect reference to UCLL.</p>
<p>Clause 7.1.6 of the Operations Manual in Schedule 4 of the Co-location STD</p>	<p>Omit:</p> <p>“the Access Seeker must provide a single list”</p> <p>from clause 7.1.6 and substitute with:</p> <p>“the Access Seeker must provide a single list (see the example template in Appendix D)”</p>	<p>This insertion of a forward reference is required to reflect the template for the Co-location Priority List being inserted in Appendix D.</p>

Reference	Amendment	Reason
Clause 11.10.1 of the Operations Manual in Schedule 4 of the Co-location STD	Omit: “may” from clause 11.10.1 and substitute with: “will”	The amendment changes these to mandatory obligations, which is consistent with subsequent STDs.
Clause 35.1.1 of the Operations Manual in Schedule 4 of the Co-location STD	Omit: “Except for clause Error! Reference source not found, ...” from clause 35.1.1 and substitute with: “Except for clause 36.1.1,”	This amendment resolves a computer-generated reference error.
Appendix D of the Operations Manual in Schedule 4 of the Co-location STD	Omit the Co-location Forecast sheet from Appendix D and substitute with the two Forecast sheets included in Schedule 2 of this clarification.	Substitution of the current Co-location Forecast sheet is required to provide additional detail of the service being forecast. Furthermore, a Co-location Prioritisation list template has also been included to improve clarity.
<b>Amendments to the UCLL STD only</b>		
Clause 24.1 of the General Terms of the UCLL STD	Omit: “24.1 Telecom is responsible for fixing any faults which affect the UCLL Service and are in Telecom's Network or in Telecom Owned Equipment, except where a fault is the Access Seeker's responsibility under clause 24.2.” from clause 24.1 and substitute with: “24.1 Telecom is responsible for: 24.1.1 any faults which affect the UCLL Service and are in the Access Seeker’s Network or Access Seeker Equipment but are due to any act or omission of Telecom; 24.1.2 any faults in Telecom Owned Equipment; and 24.1.3 any faults in Telecom’s Network.”	This amendment is to provide for Access Seekers to be covered for Telecom mistakes with Tie Cables, as in other STDs.
Section 3 of the UCLL Services - Price List of the Price List in Schedule 2 of the UCLL STD	Omit: “\$201.00” and “(rounded up to nearest dollar)” from clause 3.6 and substitute with: “\$200.30”	To be consistent with the Price List in Schedule 2 of the UBA STD.

Reference	Amendment	Reason
Clause 1.4 of the Service Level Terms in Schedule 3 of the UCLL STD	<p>Omit:</p> <p>“RFS Date means the date that Telecom completes the provisioning of a Core UCLL Service”</p> <p>from clause 1.4 and substitute with:</p> <p>“RFS Date means the date advised by Telecom in accordance with clause 8.2.10 of the UCLL Operations Manual.”</p>	The definition of RFS Date should align with the ordering process such that Telecom is held to the date they provide to the Access Seekers during order placement i.e. the quoted readiness date.
Clause 5.1 of the Service Level Terms in Schedule 3 of the UCLL STD	<p>Omit:</p> <p>“The consequences of the Access Seeker failing to provide a BAU Forecast or failing to provide an accurate BAU Forecast will be as set out in clauses 6.1.4 and 6.1.27 of the UCLL Operations Manual.”</p> <p>from clause 5.1 and substitute with:</p> <p>“The consequences of the Access Seeker failing to provide a BAU Forecast or failing to provide an accurate BAU Forecast will be as set out in clauses 6.1.4, 6.1.32, 6.1.33 and 6.1.34 of the UCLL Operations Manual.”</p>	This amendment is required to update references between the Access Service Terms and the Operations Manual, to account for changes to clause 6.1.27 outlined in this clarification.
Service Levels 7 and 8 in Appendix 1 of the Service Level Terms in Schedule 3 of the UCLL STD	<p>Omit the following words from Service Levels 7 and 8:</p> <p>“(per relevant Core UCLL Transaction Service)”</p>	Tolerance levels were to be measured “per Core UCLL Transaction Service”. This is inappropriate for these Service Levels.
Clause 6.1.4 of the Operations Manual in Schedule 4 of the UCLL STD	<p>Omit:</p> <p>“forecast”</p> <p>from clause 6.1.4 and substitute with:</p> <p>“Forecast”</p>	This is a reference to a defined term, and should therefore be capitalised.
Clauses 6.1.10, 6.1.10(a), 6.1.10(b), 6.1.10(c), 6.1.19(a)(iii), and 6.1.19(b)(iii) of the Operations Manual in Schedule 4 of the UCLL STD	<p>Omit:</p> <p>“exchange”</p> <p>from clauses 6.1.10, 6.1.10(a), 6.1.10(b), 6.1.10(c), 6.1.19(a)(iii), and 6.1.19(b)(iii) and substitute with:</p> <p>“Exchange Cluster”</p>	This amendment is required to ensure text is consistent with amendments made to the Forecast Spreadsheets in Appendix C of the UCLL Operations Manual regarding exchange clusters.
Clause 6.1.11 of the Operations Manual in Schedule 4 of the UCLL STD	<p>Omit:</p> <p>“BAU Forecasts involve the ongoing, every day forecasting of MPF New Connection Orders, MPF Transfer Orders, Other Service to MPF Transfer Orders, MPF Move Address Orders and Tie Cable Service Orders.”</p> <p>from clause 6.1.11 and substitute with:</p> <p>“BAU Forecasts involve the ongoing, every day forecasting of MPF New Connection Orders, MPF Transfer Orders and Other Service to MPF Transfer Orders.”</p>	This amendment is required as there is no requirement for Access Seekers to forecast MPF Move Address Orders and Tie Cable Service Orders are now subject to separate Forecast requirements.

Reference	Amendment	Reason
Clause 6.1.13 of the Operations Manual in Schedule 4 of the UCLL STD	Omit:  “and; (d) Tie Cable Orders”  from clause 6.1.13	Tie Cables are now subject to separate Forecast requirements to those outlined in clause 6.1.13, and are therefore required to be deleted from this clause for consistency.
Clause 6.1.19 of the Operations Manual in Schedule 4 of the UCLL STD	Insert the following new clauses after clause 6.1.19:  <b>“Tie Cable Forecasts</b>  <i>Definition</i>  6.1.20 Tie Cable Forecasts involve the monthly forecasting of Tie Cable Service Orders.  <i>Forecasting Requirements</i>  6.1.21 The Access Seeker must each month submit to Telecom a Tie Cable Forecast of its expected volumes of Tie Cable Orders at each Exchange for each month in the following 12 month Tie Cable Forecast period. Tie Cable Forecasts are therefore rolling forecasts that are submitted each month.  6.1.22 Each Tie Cable Forecast must be provided at least one month before the start of the 12 month Tie Cable Forecast period to which it relates. A Tie Cable Forecast must contain all of the information indicated in the relevant worksheet of the Forecasting Spreadsheet including the date it is submitted to Telecom.”	This insertion reflects amendments made to the Tie Cable Forecast sheet, which is now separate to the BAU Forecast sheet and therefore requires its ‘definition’ and ‘requirements’ to be outlined separately.
Clauses 6.1.24 to 6.1.28 of the Operations Manual in Schedule 4 of the UCLL STD	Revoke clauses 6.1.24 to 6.1.28 and substitute with:  “6.1.27 An Access Seeker may forecast any level of BAU Orders it considers appropriate, subject to section 6. The intent of the following provisions is to progressively increase the accuracy of forecasts and to limit variations in Forecasts during the 12 month period of BAU Forecasts leading up to the Order Month.  6.1.28 In this clause 6.1:  (a) “All Orders” means together, MPF New Connection Orders, MPF Transfer Orders and Other Service to MPF Transfer Orders;  (b) “Previous Forecast” means the total of All Orders forecasted for the relevant Order Month in the BAU Forecast submitted in respect of the previous month;  (c) “Order Month” means the month in which Orders are made, or which forecasts relate to, as applicable;  (d) “Order Volume” means the total volume of All Orders forecasted by the Access Seeker;  (e) “Month [x]” means the month that is x months before the relevant Order Month. For example, Month 2 means the month that is two months before the relevant Order Month.  6.1.29 BAU Forecasts submitted in respect of :  (a) Month 3 shall include forecasts of Orders on a per Exchange Cluster basis;  (b) Month 2 shall include forecasts of Orders on a per week, per Exchange	This amendment to the Forecasting regime is to ensure appropriate consistency with other STDs and the current context of the UCLL Operations Manual.

Reference	Amendment	Reason
	<p style="text-align: center;">Cluster basis; and</p> <p>(c) Month 1 shall include forecasts of Orders on a per day, per Exchange Cluster basis;</p> <p>for the Order Month.</p> <p>6.1.30 Where the Access Seeker provides a BAU Forecast of 10 or more connections for any Order Month, the Order Volume for that Order Month must be:</p> <p>(a) where the BAU Forecast is for Month 12 to Month 5 (inclusive) (in this paragraph (a), "relevant month"), no greater than 120% and no less than 80% of the total of the Previous Forecast (if any); and where the Order Volume for the relevant month is:</p> <p style="padding-left: 40px;">(i) greater than 120%; or</p> <p style="padding-left: 40px;">(ii) less than 80%</p> <p>of the Previous Forecast (or deemed to be forecasted under this clause 6.1.30) , then the BAU Forecast submitted in respect of the relevant month will be deemed to be a forecast for an amount of Orders equal to:</p> <p style="padding-left: 40px;">(iii) 120% of the total of those Orders forecasted where paragraph (i) above applies; or</p> <p style="padding-left: 40px;">(iv) 80% of the total of those Orders forecasted where paragraph (ii) above applies;</p> <p>(b) where the BAU Forecast is for Month 4, no greater than 115% and no less than 85% of the Previous Forecast; and where the Order Volume for that Order Month is:</p> <p style="padding-left: 40px;">(i) greater than 115%; or</p> <p style="padding-left: 40px;">(ii) less than 85%</p> <p>of the Previous Forecast (or deemed to be forecasted under this clause 6.1.30), then the BAU Forecast submitted in respect of Month 4 will be deemed to be a forecast for an amount of Orders equal to:</p> <p style="padding-left: 40px;">(iii) 115% of the total of those Orders forecasted where paragraph (i) above applies; or</p> <p style="padding-left: 40px;">(iv) 85% of the total of those Orders forecasted where paragraph (ii) above applies;</p> <p>(c) where the BAU Forecast is for Month 3, when aggregated for all Exchange Clusters, no greater than 110% and no less than 90% of the Previous Forecast and where the Order Volume for that Order Month is:</p> <p style="padding-left: 40px;">(i) greater than 110%; or</p> <p style="padding-left: 40px;">(ii) less than 90%</p> <p>of the Previous Forecast (or deemed to be forecasted under this clause 6.1.30), then the BAU Forecast submitted in respect of Month 3 (when aggregated for all Exchange Clusters) will be deemed (on a proportional basis across Exchange Clusters) to be a forecast for an amount of Orders equal to:</p>	

Reference	Amendment	Reason
	<p>(iii) 110% of the total of those Orders forecasted where paragraph (i) above applies; or</p> <p>(iv) 90% of the total of those Orders forecasted where paragraph (ii) above applies;</p> <p>(d) where the BAU Forecast is for Month 2 (in this paragraph (d), "relevant month"), no greater than 110% and no less than 90% of the Previous Forecast, per Exchange Cluster and where the Order Volume for the relevant month for a Exchange Cluster is:</p> <p>(i) greater than 110%; or</p> <p>(ii) less than 90%</p> <p>of the Previous Forecast for that Exchange Cluster (or deemed to be forecasted under this clause 6.1.30), then the BAU Forecast submitted in respect of the relevant month will be deemed to be a forecast for an amount of Orders equal to:</p> <p>(iii) 110% of the total of those Orders forecast for that Exchange Cluster, where paragraph (i) above applies; or</p> <p>(iv) 90% of the total of those Orders forecast for that Exchange Cluster, where paragraph (ii) above applies;</p> <p>(e) where the BAU Forecast is for Month 1 (in this paragraph (e), "relevant month"), no greater than 105% and no less than 95% of the Previous Forecast, per Exchange Cluster and where the Order Volume for the relevant month for a Exchange Cluster is:</p> <p>(i) greater than 105%; or</p> <p>(ii) less than 95%,</p> <p>of the Previous Forecast for that Exchange Cluster (or deemed to be forecasted under this clause 6.1.30), then the BAU Forecast submitted in respect of the relevant month will be deemed to be a forecast for an amount of Orders equal to:</p> <p>(iii) 105% of the total of those Orders forecast for that Exchange Cluster, where paragraph (i) above applies; or</p> <p>(iv) 95% of the total of those Orders forecast for that Exchange Cluster, where paragraph (ii) above applies; and</p> <p>(f) In addition to above paragraphs, where the BAU Forecast is for Month 2 or Month 1:</p> <p>(i) the Order Volume for each week of Month 1 (when daily volumes are aggregated) must be no greater than 130% of the Order Volume for that same week of Month 2, per Exchange Cluster. For example, if the Order Volume for week 2 of Month 2 is 100 for an Exchange Cluster, the Order Volume for week 2 of Month 1 (when daily volumes are aggregated) must not be greater than 130% for that Exchange Cluster; and</p> <p>(ii) to the extent that the Order Volume for a week of Month 1 (when daily volumes are aggregated) is greater than 130% of the Order Volume for that same week of Month 2 per Exchange Cluster,</p>	

Reference	Amendment	Reason
	<p>Telecom shall notify the Access Seeker of the breach of paragraph (i) and allow the Access Seeker two Working Days from such notification to amend its Order Volume allocation per week (but not its Order Volume for Month 1) so that it complies with paragraph (i). To the extent that the Access Seeker does not so amend its per week Order Volume allocation, Telecom shall reallocate the Order Volume per week of Month 1 so that the Order Volume complies with paragraph (i), and notify the Access Seeker of that reallocation.</p> <p>(g) Telecom will notify the Access Seeker of the deeming effects of paragraphs (a) to (e) and the reallocation provisions of paragraph (f) of this clause 6.1.30 so that the Access Seeker is aware of its then current BAU Forecast for a month, and where paragraph (f) applies, for its then current BAU Forecast for the week of a month.</p> <p>6.1.31 The volume of All Orders actually made in an Order Month should be no greater than 105% or no less than 95% of the Previous Forecast per Exchange Cluster, and in the case of each day of the Order Month per Exchange Cluster, no greater than 130% of that same day of Month 1 for the Exchange Cluster (the +/-5% is the “monthly tolerance level”, and the +30% is the “daily tolerance level”). If the tolerance level for an Exchange Cluster is exceeded, the provisions of clause 6.1.32 or 6.1.33 apply.</p> <p>6.1.32 Where the volume of All Orders actually made by the Access Seeker for an Order Month for an Exchange Cluster is less than 95% of the Previous Forecast for that Exchange Cluster (or deemed to be forecasted under clause 6.1.30.e) for that Order Month (“Overforecast”) then, if requested by Telecom, the Access Seeker will pay to Telecom the sum of \$20 per Order for each of the Orders which falls between the Orders actually made and the 95% threshold.</p> <p>6.1.33 Where the volume of All Orders actually made by the Access Seeker for an Order Month for an Exchange Cluster is greater than 105% of the Previous Forecast for that Coverage Region (or deemed to be forecasted under clause 6.1.30.e) for that Order Month (“Underforecast”), then there will be no requirement for Telecom to meet the Service Levels set out in the SLA to the extent that they relate to Orders that exceed the 105% threshold that applies.</p> <p>6.1.34 Where the volume of All Orders actually made for a day of an Order Month for an Exchange Cluster (in this clause 6.1.34, "the relevant day") is greater than 130% of that same day of the Previous Forecast for that Exchange Cluster (or the reallocation by Telecom under clause 6.1.30.f) for that Order Month ("Excess Orders"), there will be no requirement for Telecom to meet the Service Levels set out in the SLA for Excess Orders.</p> <p>6.1.35 To the extent that clause 6.1.33 or 6.1.34 applies, and so far as is practicable, Telecom will consult with the Access Seeker about whether any Orders actually made during a week of a month that:</p> <ul style="list-style-type: none"> <li>(a) exceed the Month 1 BAU Forecast; or</li> <li>(b) exceed the daily tolerance level (as described under clause 6.1.31).</li> </ul> <p>6.1.36 Telecom will notify the Access Seeker of:</p> <ul style="list-style-type: none"> <li>(a) any sum claimed by Telecom in respect of any Overforecast under</li> </ul>	

Reference	Amendment	Reason
	<p>clause 6.1.32; and</p> <p>(b) the extent to which Telecom was unable to meet the Service Levels in the SLA as the result of any Underforecast or any Excess Orders in accordance with clauses 6.1.33 or 6.1.34.</p> <p>6.1.37 The parties acknowledge that:</p> <p>(a) for the purposes of clauses 6.1.30 to 6.1.34, a Forecast “in respect” of a month shall in practice be submitted 1 month and 2 days before that month; and</p> <p>(b) where the volume of All Orders actually made (as calculated at the end of the Order Month) by the Access Seeker for a Coverage Region for an Order Month is less than 10, the consequences for inaccurate forecasting set out in clauses 6.1.30 to 6.1.34 will not apply.</p> <p>6.1.38 Until the Access Seeker has provided at least two consecutive months of monthly BAU Forecasts, Telecom will use all reasonable endeavours to process any Orders but there will be no requirement for Telecom to meet the relevant Service Levels set out in the SLA.”</p>	
<p>Clauses 8.2.9 and 10.3.9 of the Operations Manual in Schedule 4 of the UCLL STD</p>	<p>Omit:</p> <p>“may”</p> <p>from clauses 8.2.9 and 10.3.9 and substitute with:</p> <p>“will”</p>	<p>The amendment changes these to mandatory obligations, which is consistent with subsequent STDs.</p>
<p>Clause 8.2.15 of the Operations Manual in Schedule 4 of the UCLL STD</p>	<p>Insert the following new clauses after clause 8.2.15:</p> <p>“8.2.16 Telecom is not liable for a failure to meet any relevant Service Levels for a UCLL transaction where the failure to meet those Service Levels is a result of Telecom’s compliance with requirements under the LMNP Terms relating to a valid number portability request and with clause 8.2.15 of this Manual.</p> <p>8.2.17 Where a number portability request is raised in conjunction with a UCLL request and the Access Seeker fails to do something that it is required to do under the LMNP Terms that prevents Telecom from meeting the relevant Service Levels for the UCLL transaction, then the relevant Service Levels for that UCLL transaction will not apply.”</p>	<p>This amendment is to clarify that Telecom should not be liable for Service Level failure if it is the result of concurrent number portability requirements.</p>
<p>Appendix A of the Operations Manual in Schedule 4 of the UCLL STD</p>	<p>Omit:</p> <p>“RFS Date The Date that Telecom completes the provisioning of a service”</p> <p>from Appendix A and substitute with:</p> <p>“RFS Date Means the date advised by Telecom in accordance with clause 8.2.10.”</p>	<p>The definition of RFS Date should align with the ordering process such that Telecom is held to the date they provide to the Access Seekers during order placement i.e. the quoted readiness date.</p>

<b>Reference</b>	<b>Amendment</b>	<b>Reason</b>
Appendix C of the Operations Manual in Schedule 4 of the UCLL STD	Omit the Forecast sheets in Appendix C and substitute with the Forecast sheets from Schedule 3 of this clarification.	Forecast sheets should reflect the Exchange Cluster regime adopted in the UCLL Conference. Also, the Co-location forecast should be removed as it is not relevant to the UCLL STD, and a separate Cable Tie Forecast by exchange is required given differences with other Forecasts.
Figures 4.5 and 4.6 of the Interference Management Plan Part 2 of the UCLL STD	Omit the Australian Graphs in figures 4.5 and 4.6.	To correct an error with the original Australian graphs, which conflict with NZ graphs.



## Co-location Priority List

Forecast submitted 28th of Month for next relevant quarter (February, May, August or November)						
Rank	LWC	Co-lo Day 0	Outstanding Firm Order			
1	[LWC code]	[LWC RQS]	[yes/no]			
2	[LWC code]	[LWC RQS]	[yes/no]			
3	[LWC code]	[LWC RQS]	[yes/no]			
4	[LWC code]	[LWC RQS]	[yes/no]			
5	[LWC code]	[LWC RQS]	[yes/no]			
6	[LWC code]	[LWC RQS]	[yes/no]			
7	[LWC code]	[LWC RQS]	[yes/no]			
8	[LWC code]	[LWC RQS]	[yes/no]			
9	[LWC code]	[LWC RQS]	[yes/no]			
10	[LWC code]	[LWC RQS]	[yes/no]			
11	[LWC code]	[LWC RQS]	[yes/no]			
12	[LWC code]	[LWC RQS]	[yes/no]			
13	[LWC code]	[LWC RQS]	[yes/no]			
14	[LWC code]	[LWC RQS]	[yes/no]			
15	[LWC code]	[LWC RQS]	[yes/no]			
[Repeat as required for different LWC - just copy a row above and paste as this will keep the drop down list]						

**Schedule 3**  
Bulk Transfer Forecast

Bulk Transfer forecast for 28th of Month -2																	
Exchange Cluster	MPF Day 0	Daily proposed MPF for Month 1												Weekly proposed for Month 2			
		Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	11 - 30	Day 31	Week 1	Week2	Week3	Week4
[Enter Exchange Clus	[Enter RFS]	[n]	[n]	[n]	[n]	[n]	Weekend	Weekend	[n]	[n]	[n]	...	[n]	[n]	[n]	[n]	[n]
[Enter Exchange Clus	[Enter RFS]											...		[n]	[n]	[n]	[n]
[Enter Exchange Clus	[Enter RFS]											...					
[Repeat for Exchange Cluster as required - just copy a row above and paste as this will keep the drop down list and conditional formatting]																	

*Continued...*

Monthly proposed for	Optional Monthly proposed for	Optional Monthly proposed for	Optional Monthly proposed for
Month 3	Month 4	Month 5	Month 6
[n]	[n]	[n]	[n]



### Exception to BAU Forecast

BAU Exception Forecast submitted on 28th of Month -2																					
Exception forecast for Exception Day Zero at																					
Daily Estimate for Month 1																					
Week	Month 1							Month 1							Month 1						
Week beginning	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14	Day 15	Day 16	Day 17	Day 18	Day 19 - 29	Day 20	Day 21
[Enter Exchange Cluster]	[n]	[n]	[n]	[n]	[n]	weekend	weekend	[n]	[n]	[n]	[n]	[n]	weekend	weekend	[n]	[n]	[n]	[n]	[n]	weekend	weekend
[Enter Exchange Cluster]	[n]	[n]	[n]	[n]	[n]	weekend	weekend	[n]	[n]	[n]	[n]	[n]	weekend	weekend	[n]	[n]	[n]	[n]	[n]	weekend	weekend
[Enter Exchange Cluster]	[n]	[n]	[n]	[n]	[n]	weekend	weekend	[n]	[n]	[n]	[n]	[n]	weekend	weekend	[n]	[n]	[n]	[n]	[n]	weekend	weekend
[Repeat for Exchange Clusters as requir	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Where [n] is the number of MPF required																					
<b>NB</b> These are RFS dates																					

Continued...

Week 3							Weekly Estimate for Month 2				Weekly Estimate for Month 3				Optional Monthly Estimate for		
Day 22	Day 23	Day 24	Day 25	Day 26	Day 27	Day 28	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Month 4	Month 5	Month 6
[n]	[n]	[n]	[n]	[n]	weekend	weekend	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]
[n]	[n]	[n]	[n]	[n]	weekend	weekend	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]
[n]	[n]	[n]	[n]	[n]	weekend	weekend	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]	[n]
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

### Tie Cable Forecast

Tie Cable forecast for 28 th of Month -2													
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
<b>LWC</b>	Tie Cables												
[Enter LWC]	[n]												
[Enter LWC]	[n]												
[Enter LWC]	[n]												
[Repeat for LWC as required - just copy a row above and paste as this will keep the drop down list]													