

PARTIAL PRIVATE CIRCUITS (PPCs)

BT WHOLESALE'S PARTIAL PRIVATE CIRCUIT PORTFOLIO

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PPC Billing Handbook

BTwholesale

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1 Introduction

The aim of this Billing Handbook is to give guidance to the processes and procedures used in the billing for Partial Private Circuit (PPC) products. This document is based on the BT Standard PPC Handover Agreement (the 'Agreement').

This Billing Handbook has no contractual status; it is a guide of the agreed working practices between BT and Communication Providers (CPs), and has no authority to vary the terms and conditions of the Agreement. Where discrepancies arise between the Billing Handbook and the Agreement, the Agreement takes precedence.

The processes and procedures in this handbook have been written given the current system architecture and constraints. The Billing Handbook will be reviewed in line with any future system changes.

The parts of the Agreement relevant to this Billing Handbook are:

1. Clauses 10, 11 & 21 of the main body of the Agreement
2. Annex D – Definitions
3. Annex B – Billing & Payment
4. Clause 6 Annex E – Service Level Agreement and the Schedules of services.
5. The Carrier Price List – Section B08

These, taken together are the elements which define the PPC billing processes and procedures as outlined below:

- The Invoice Process
- The Dispute Process
- The Payment Process

The above and other aspects of the billing process will be explained in more detail later in this document.

2 Billing System

Partial Private Circuits (PPCs) are billed on the Geneva billing system by BT Wholesale Billing Team.

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2.1 Billing Information

The Billing Finance and Customer Management (FCM) team will provide CPs the option of paper or an electronic version of their bill. There are two versions of an electronic bill, which are:

- a) eBill or
- b) CD Rom

An example of the electronic bill (DAT format) is detailed at Appendix A.

A worked example of the MagMedia and DAT bill format can be obtained from your Billing contact

CPs should note:

- Where an electronic bill is requested no paper back-up is provided.
- Where a paper bill is requested no electronic back-up is provided.

2.2 Billing Option

PPC customers have the option of choosing to be billed monthly or quarterly:

- **Monthly Billing** – can only be implemented at the start of a quarterly billing period (i.e. the first of January, April, July or October). To implement a monthly bill, will require one full month's notice prior to the start of a quarterly billing period to ensure system updates are implemented successfully. Therefore, notification to BT and agreement by BT Wholesale Finance and Customer Management (FCM) team, must have been completed by the normal close of business (5 p.m.) on the last working day preceding the first calendar day of the month before the month before implementation is required; i.e. by the end of November, February, May or August for implementation in January, April, July or October respectively
- To opt in to monthly billing please contact your Client Manager. It is advised that CPs discuss the requirement for monthly billing with their Client team as soon as it is identified.
- **Quarterly Billing** - bills will be produced to follow the quarterly billing cycle, which commences 1 January and billing is in advance. The period in each quarter is termed Quarter Days; for ease of understanding Annex D of the Agreement defines Quarter Days as follows:

“1 January, 1 April, 1 July and 1 October in each and every year”

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A 12 month minimum term will apply. Following a change either from quarterly to monthly or from monthly to quarterly billing a CP must maintain the revised payment terms for a minimum period of 12 months following implementation.

Both monthly and quarterly payment terms remain as in the contract.

3 The Invoice Process

This section of the Billing Handbook deals with the raising of invoices for Partial Private Circuit (PPC) services & facilities in accordance with Annex B of the Agreement.

BT, who is owed money, has an obligation to raise an invoice in accordance with the terms and conditions of the Agreement. This includes using reasonable endeavours to raise the invoices within a reasonable time for charges owed to BT (as defined in Section 2 Annex B of the Agreement).

3.1 New Service

Where a PPC is brought into service between Quarter/Monthly Days, the first invoice for that PPC shall be raised on the next invoice. The first invoice for a new circuit shall consist of:

- a) Connection Charges, and as appropriate
- b) The Rental from the date of provision up to the end of the billing period for that invoice

3.2 Price Increase

Reasonable endeavours will be made to ensure price increases are implemented at the start of a billing period, however, where a price increase takes place within a given month, Broken Period Rental (BPR) will not be raised at that time. All additional charges (calculated back to the effective date of the price change) will be levied on the next appropriate invoice.

3.3 Changes to Existing Service

Changes to existing service (e.g. Change of Interface, Internal Shifts etc) will be billed on the next invoice, which could be an interim invoice following the date of completion of the requested change. Any adjustments to rentals and or connection charges will be shown as appropriate.

3.4 Ceased after one Year

Where a PPC product is ceased after one year and provided that the appropriate notice has been received, BT shall use reasonable endeavours to refund, by way of a credit
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note or a credit on the next invoice, any rental that has been paid in advance for the period after the Cessation date in respect of that PPC product.

3.5 Ceased before end of first Year

Where the PPC product is ceased before the end of the first year, then BT shall continue to bill for the circuit until the 12 month period is complete.

3.6 Cancelled after FOCA (Firm Offer Confirmation Acceptance)

Where an order for a PPC product is cancelled after FOCA, cancellation charges as defined in Annex E of the Agreement shall apply and an invoice issued. The exception to this rule is where the cancellation after FOCA is within 24hrs of the FOCA being given.

4 The Billing Disputes Process

The PPC Billing dispute procedure is comprehensively detailed in Annex B paragraphs 3 & 4 of the Agreement.

Where a CP disputes the accuracy of an invoice it shall, as soon as reasonably practicable, notify BT in writing the nature and extent of the problem. If the problem remains unresolved on the last but one Working Day before the date when the relevant invoice is due for payment, the CP may invoke the formal billing dispute procedures (set out in Annex B Para 4.2) by written notification to BT.

If the dispute remains unresolved at the Due Date, then it's the responsibility of the CP to pay the invoice in full where the invoice represents less than £250,000 (excluding VAT) and less than 5 per cent of the total amount of the relevant invoice (excluding VAT (Annex B Para 3.2.1)) or the undisputed amount of the invoice, where the invoice represents a sum of at least £250,000 (excluding VAT) or 5 per cent or more of the total amount of the relevant invoice (excluding VAT (Annex B Para 3.2.2)).

4.1 Escalation Points

Where escalations are necessary CPs should contact their BT Wholesale Finance and Customer Management (FCM) team in the first instance. The CPs Billing FCM within BT Wholesale Billing operations will have a set of escalation points for each of their CPs.

5 The Payment Process

It is the CPs responsibility to ensure that payments are presented to BT by the Due Date. Payment is deemed to be made when either the cheque has been received by BT (provided that the cheque is paid on first presentation in the normal course of banking),

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or, if settlement is by electronic fund transfer, when the funds are credited to the appropriate BT account.

5.1 Payment Due

Unless specifically stated elsewhere in the Agreement, payment is due 30 calendar days after the date of the invoice, or, if such 30th calendar day falls on a date other than a working day, the date of the previous working day (see Annex D "Due Date" and Annex B paragraph 3.1).

It is worth noting that paragraph 3.2 of Annex B details when monies can be withheld by a CP from a due invoice.

5.2 Non-Payment by the Due Date

Where it has been identified that payments have not been received by the 'Due Date' clause 22.2 of the Main body of the PPC Handover Agreement will apply.

5.3 Methods of Payment

This will be in pounds sterling by cheque, Banks Automated Clearing System (BACS), or Clearing House Automated Paying System (CHAPS) as agreed by both parties and shown in the CPs Service Profile.

5.4 Credit Notes

These are issued when it has been agreed that BT has overcharged the CP, usually as the result of an error or as the result of new prices being implemented in the Carrier Price List.

A credit note cannot be used as payment for other services, as it has already been deducted from the Geneva balance of account.

5.5 Interest Charges

5.4.1 Interest on Over Charging

Where an item or items has been over charged and payment has been made, interest charges may be raised by the CP.

The interest rates to be applied shall be at the Default Interest Rate (as defined in Annex D – Default Interest Rate).

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5.4.2 Interest on Late Payment

Where an invoice has not been paid in accordance with the Agreement, for example, for late payment, from and including the day after the Due Date, then BT may raise interest accordingly.

The interest rates to be applied shall be the Default Interest Rate (as defined in Annex D – Default Interest Rate).

5.4.3 Retrospective Interest

Where new prices are retrospectively backdated as a result of an Ofcom determination, interest (at the Oftel Interest Rate) will be applicable from the date the invoice was paid until settlement. This rate is defined in Annex D of the Agreement.

For the avoidance of doubt, in cases of a price reduction, it is the responsibility of the CP to levy an invoice on BT and similarly in cases of a price increase, it is the responsibility of BT to levy an invoice on the CP.

5.4.4 Credit Vetting

CPs should be aware BT employs a credit vetting policy which can be viewed at the PPC Reference Offer site.

6 CP Service Profile

The CP Service Profile, is CP specific and will be available only to BT and the CP, it should contain the following types of information:

- Finance & Customer Management (FCM) Team contact point.
- Settlement Type – Cheque/BACS/CHAPS/ etc.
- CP Services Contact Point
- Method of Geneva Invoice Data Delivery: Paper, CD Rom or eBill
- Periodicity of Circuit Bills
- Dispute Resolution/Escalation contacts

The CP Service Profile reflects the different requirements of individual CPs and shall remain in place until they are replaced by an alternative.

There may not be an official CP Service Profile document as this information may simply be collated by the CP's usual billing contact as a matter of course. However, it highlights the type of information which maybe captured.

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7 Carrier Price List (CPL) – Section B08 – Partial Private Circuits

Section B08 of the Wholesale Carrier Price List details the charges applicable for each element of the PPC product portfolio. All charges raised on an invoice will be detailed within the CPL. Where a charge is new or has changed prior to its entry into the Carrier Price List this new/changed charge will be announced via an Access Charge Change Notice (ACCN).

The PPC charges detailed in Section B08 of the Carrier Price List are broken down into the following sections:

Section	Partial Private Circuit Charges
8.01	Point of Handover Infrastructure
8.02	Circuit Connections & Third Party Sited Infrastructure
8.03	Circuit Rentals
8.04	Migration & Infrastructure Tariff Conversion
8.05	Third Party Customer Sited Equipment Re-Use
8.06	Other Charges (e.g. Upgrades, Change of Interfaces, Shifts & Excess Construction Charges etc.)

Both the Carrier Price List and NCCN notices can be accessed via the PPC Reference Offer on the BT Interconnect Web site.

8 Appendices

8.1 Appendix A – PPC GenIUS Bill Back-Up Templates

Sample of the DAT file billing options and the summary front page.

- Appendix A1 – Option 1
- Appendix A2 – Option 2
- Appendix A3 – Front Page

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8.2 Appendix B – Standard Dispute Letter

The standard dispute letter is a separate downloadable document, which CPs may use as their template for disputing a PPC bill.

9 Glossary of Terms

Abbreviation or term	Explanation
ACCN	Access Charge Change Notice
BACS	Banks Automated Clearing System
BIS	Brought into Service Date
BPR	Broken Period Rental
CDD	Contractual Delivery Date
CHAPS	Clearing House Automated Paying System
CPL	Carrier Price List
CSV	Comma Separated Values
FCM	Finance & Customer Management
FOC	Firm Offer Confirmation
NCCN	Network Charge Change Notice
CP	Communication Provider
PPC	Partial Private Circuit

Further details of explicit meanings contained in this document and the main PPC Handover Agreement can be found via the following URL:- www.btwholesale.com/ppc

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10 Associated Documentations

PPC Standard Handover Agreement – Main Annex
- Annex B
- Annex D
- Annex E
Carrier Price List – Section B08

11 Document Control

This document is owned and maintained by the BT Wholesale Product & Strategy PPC Product Team.

This document will be reviewed and updated periodically as the need arises.

Version No	Date	Reason for Change
Issue 1	05 Feb 2004	New Document
Issue 2	26 March 2004	Insertion of: 1) Appendix B CSV Read Me File & Bill Examples 2) Appendix C – Standard Dispute Letter
Issue 3	26 July 2005	Document Review
Issue 4	28 January 2010	Full Document Review

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