

BT PPC STANDARD HANDOVER AGREEMENT

ANNEX F

MIGRATION, RE-DESIGNATION, MANAGED  
CONVERSION AND GRANDFATHERING

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**1 DEFINITIONS**

- 1.1 In this Annex a reference to a paragraph or an Appendix, unless stated otherwise, is to a paragraph or Appendix of this Annex. Words and expressions have the meaning given in Annex D.

**2 GENERAL**

- 2.1 This Annex sets out the arrangements for the migration and managed conversion of certain BT Retail Private Circuits from retail to Partial Private Circuit status under this Agreement, and of Grandfathering and Re-Designation arrangements for certain equipment for Partial Private Circuit purposes.
- 2.2 Details of specific circuit types and equipment qualifying for Migration, managed conversion and Re-Designation are specified in the ~~PPC Migration and managed conversion~~ Migration / Managed Conversion / CP2CP Managed Move Manual Manual (the "**Migration and Managed Conversion Manual**") and the PPC Re-Designation service description, as issued from time to time by BT. For the avoidance of doubt, the Parties agree that ~~the PPC Migration and managed conversion Manual and the~~ PPC Re-Designation service description ~~are is~~ not legally binding (nor intended to create legally binding obligations) but ~~are is~~ intended to detail the migration, managed conversion and Re-Designation processes and procedures.

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2.3 For the avoidance of doubt, the Operator shall pay for any new capacity ordered under Schedule 03 in connection with Re-Designation or Grandfathering under this Annex, in accordance with the charges specified from time to time in the Carrier Price List issued by BT.

2.4 BT shall, upon an Operator's written request, provide to the Operator a map of its network within the United Kingdom which clearly illustrates and labels the geographic location of each BT tier 1, tier 2, and tier 3 nodes.

### 3. MIGRATION

3.1 BT shall permit the Operator to migrate Qualifying BT Retail Private Circuits to Partial Private Circuits in accordance with this Annex F.

3.2 On receipt by BT of a migration order from the Operator BT shall

3.2.1 acknowledge such order as soon as reasonably practicable;

3.2.2 proceed to validate such order as soon as reasonably practicable;

3.2.3 if such order is valid proceed in accordance with paragraph 3.3;

3.2.4 if such order is invalid, BT shall so inform the Operator as soon as reasonably practicable, and BT shall invoice the Operator for the appropriate Failed Migration Charge in accordance with the Carrier Price List as issued from time to time by BT.

3.3 Further to paragraph 3.2.3, on validation of the Operator's order, BT shall proceed to migrate the Qualifying BT Retail Private Circuit to a Partial Private Circuit. Where BT takes longer than 5 Working Days from receiving a request from the Operator to migrate a Qualifying BT Retail Private Circuit to a Partial Private Circuit, BT shall refund to the Operator a sum equivalent to the difference between the charge levied by BT for the Qualifying BT Retail Private Circuit (to which the Migration relates) and the charge to be levied by BT for the Partial Private Circuit (to which the Migration relates), for the period from the date BT received or receives the migration order to the date BT completed or completes the Migration .

3.4 As soon as reasonably practicable after such Migration of a Qualifying BT Retail Private Circuit pursuant to paragraph 3.3:

3.4.1 BT shall invoice the Operator for the appropriate Reclassification Charge in accordance with the Carrier Price List as issued from time to time by BT. For

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the avoidance of doubt, no connection charge for such migrated Partial Private Circuit shall be payable by the Operator;

- 3.4.2 Where BT migrates circuits from Qualifying BT Retail Private Circuits to for Partial Private Circuits in accordance with this Agreement, BT shall adjust the rental for such circuits accordingly in accordance with the charges specified in the Carrier Price List as issued from time to time by BT with effect from the date of completion of the Migration. For the purposes of this Agreement the minimum term of any such migrated circuit shall be deemed to have commenced on the date the minimum term for such BT Retail Private Circuit commenced.
- 3.4.3 BT shall invoice the Operator for the appropriate Infrastructure Tariff Conversion Charge as specified from time to time in the Carrier Price List as issued by BT.
- 3.4.4 the maintenance package for such Partial Private Circuit shall become RegularCare with immediate effect, unless the Operator shall have ordered the EnhancedCare option for such migrated Partial Private Circuit under Schedule 03.
- 3.4.5 For the avoidance of doubt, the Operator will be subject to all charges (including but not limited to default or termination charges) in respect of the Qualifying BT Retail Private Circuits as the result of such Migration, in accordance with the BT Conditions for Private Service and the BT Retail Price List, excepting only:
- (i) if a Migration in relation to sub-paragraph (a) of the definition of Qualifying BT Retail Circuit, is ordered by the Operator on or before 16 July 2003, or
  - (ii) if a Migration in relation to sub-paragraph (b) of the definition of Qualifying BT Retail Circuit, is ordered by the Operator within 60 Working Days of the date of first provision by BT of such Qualifying BT Retail Circuit to the Operator operating as a Schedule 2 Public Operator, or if such first provision occurs on or before 17 April 2003 and such Migration is ordered on or before 16 July 2003, or
  - (iii) if a Migration pursuant to paragraph 3.4 is ordered by the Operator within 60 Working Days of the launch and offer by BT of such Partial Private Circuit, or if such launch and offer occurs on or before 17 April 2003 and such Migration is ordered on or before 16 July 2003,

in which circumstance no cancellation charges (including but not limited to

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default or termination charges) shall be due or payable by the Operator.

- 3.5 BT shall allow an Operator to migrate a Qualifying BT Retail Private Circuit which terminates on multi-tenancy equipment to a Partial Private Circuit. The Operator shall not incur any penalty (including default or early termination charges) in respect of such Migration up until 16 July 2003.
- 3.6 BT shall allow an Operator to migrate a Qualifying BT Retail Private Circuit which is terminated on a 4x2 multiplexor to a Partial Private Circuit. The Operator shall not incur any penalty (including default or early termination charges) in respect of such Migration up until 16 July 2003.
- 3.7 If BT introduces a new Partial Private Circuit product which is equivalent to a BT Retail Private Circuit product which is being offered on or before 23 December 2002, the Operator shall be entitled to migrate any such BT Retail Private Circuit product in accordance with paragraphs 3.4 and 3.5.
- 3.8 Without prejudice to paragraph 3.3 or to BT's liability to refund the Operator as a result of pricing of Partial Private Circuits (retrospectively or otherwise) pursuant to the Oftel Direction published on 23 December 2002 ("the Direction"), the Parties agree that if at any time the level of orders submitted by the industry exceeds what is logistically reasonably achievable by BT, then BT shall meet with the industry to agree what action shall be taken (including the agreement of the phasing of orders). BT shall ensure that the Operator has reasonable advance notice of any such meeting. The Operator shall comply with the reasonable ordering procedures notified by BT from time to time following such meeting.
- 3.9 If the Operator wishes to order new capacity and
- 3.9.1 there is spare capacity on the BT private circuit line terminating equipment at the Third Party premises available as at 23 December 2002; or
- 3.9.2 capacity subsequently becomes spare on BT private circuit line terminating equipment which was provided by BT at the Third Party premises before 23 December 2002;
- such capacity shall be made available to industry (for BT Retail Private Circuits and Partial Private Circuits) and within BT for BT Retail private circuit purposes until such capacity is exhausted. For any such capacity ordered by the Operator, the Operator shall pay the charges specified from time to time in the Carrier Price List issued by BT.
- 3.10 Except as provided in paragraph 3.8 or in Schedule 04, all orders for new

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Partial Private Circuits (and, for the avoidance of doubt, for BT Retail Private Circuits) shall be provided on new line terminating equipment which shall be dedicated for use by that Party, and used only for BT Retail Private Circuits or Partial Private Circuit purposes in accordance with such first use.

### **4. RE-DESIGNATION AND USE OF SPARE CAPACITY ON AN EXISTING MULTIPLEXOR AT OPERATOR'S SITE**

4.1 Where the Operator wishes to be supplied with new Partial Private Circuits under Schedule 03 on an SMA-1, SMA-4, SMA-16 or MSH51 multiplexor at the Operator's site which has carried in the past or currently is carrying BT Retail Private Circuits, BT will only supply if:

4.1.1 the Operator has requested in writing, and BT has agreed that the multiplexor will be Re-Designated; and

4.1.2 any future Capacity on the multiplexor shall be Re-Designated as a Point of Handover and for Partial Private Circuit purposes only. For the avoidance of doubt, any particular BT Retail Private Circuits already on such equipment at the date of such Re-Designation may continue to operate over such equipment, but no further BT Retail Private Circuits may be added. If any such BT Retail Private Circuits are subsequently ceased, any capacity so released shall only be used for Partial Private Circuit purposes; and

4.1.3 the multiplexor has been used to provide fully functioning BT Retail Private Circuits for at least twelve months.

4.2 Spare Capacity for Re-Designation shall not be presented on less than an STM-N interface.

4.3 As soon as reasonably practicable after Re-Designation, BT shall invoice the Operator for the appropriate Re-Designation charges as specified from time to time in the Carrier Price List.

4.4 BT reserves the right to refuse to Re-Designate a multiplexor if, following a survey, BT determines that the multiplexor does not comply with the technical requirements for Re-Designation. BT will inform the customer if a multiplexor has been refused for Re-Designation and the reasons for such refusal.

4.5 Re-Designation shall not be available for facility muxes.

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### 5. MANAGED CONVERSION

5.1 BT shall permit the Operator to convert;

5.1.1. a BT Retail Private Circuit, which is not connected to the Operator's network ("eligible BT Retail Private Circuit"); and

5.1.2 which meets the criteria for managed conversion set out in the Migration and ~~managed~~ Managed eConversion ~~m~~Manual

to Partial Private Circuits in accordance with this Annex F.

5.2 For the avoidance of doubt a BT Retail Private Circuit with speeds of 2.4Kbit/s through to 48Kbit/s and 1024Kbit/s shall not be eligible for managed conversion. Additionally 2Mbit/s bearer circuits shall not be eligible for conversion to Partial Private Circuits under the managed conversion process.

5.3 On receipt by BT of a managed conversion order from the Operator BT shall

5.3.1 acknowledge such order as soon as reasonably practicable;

5.3.2 proceed to validate such order as soon as reasonably practicable;

5.3.3 if such order is valid proceed in accordance with paragraph 5.4;

5.3.4 if such order is invalid, BT shall so inform the Operator as soon as reasonably practicable, and BT shall invoice the Operator for the appropriate failed circuit migration to Partial Private Circuit charge in accordance with the Carrier Price List as issued from time to time by BT.

5.4 Further to paragraph 5.3.3, on validation of the Operator's order, BT shall proceed with the managed conversion of an eligible BT Retail Private Circuit to a Partial Private Circuit. Where BT takes longer than 5 Working Days from receiving a managed conversion order from the Operator to complete the migration part of the managed conversion process of a an eligible BT Retail Private Circuit to a Partial Private Circuit; the effective date from which the Partial Private Circuit charge shall be levied shall be the date on which BT received the managed conversion order.

5.5 As soon as reasonably practicable after such managed conversion of an eligible BT Retail Private Circuit pursuant to paragraph 5.3:

5.5.1 BT shall invoice the Operator for the appropriate successful circuit migration

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to Partial Private Circuit, managed conversion and move charges per eligible BT Retail Private Circuit in accordance with the Carrier Price List as issued from time to time by BT. For the avoidance of doubt, no connection charge for such managed conversion of an eligible BT Retail Private Circuit to Partial Private Circuit shall be payable by the Operator;

- 5.5.2 For the purposes of this Agreement, the minimum term of any such converted circuit shall be deemed to have commenced on the date of the minimum term for such eligible BT Retail Private Circuit commenced.
- 5.5.3 BT shall invoice the Operator for the appropriate infrastructure tariff conversion charge as specified from time to time in the Carrier Price List as issued by BT.
- 5.5.4 BT shall invoice the Operator for the appropriate rental charge as specified from time to time in the Carrier Price List as issued by BT in respect of the following:
- 5.5.4.1 on completion of the migration part of the managed conversion BT shall adjust the charge payable by the Operator for the Partial Private Circuit based on the distance between the existing charging nodes of the circuit being converted, based on the Partial Private Circuit tier 1 pricing principle.
- 5.5.4.2 on completion of the managed conversion of a an eligible BT Retail Private Circuit BT shall adjust the rental charge payable by the Operator for the Partial Private Circuit based on the adjusted radial distance of the circuit.
- 5.5.5 The maintenance package for such Partial Private Circuit shall become RegularCare with immediate effect from the migration, unless the Operator has ordered the EnhancedCare option for such managed conversion to Partial Private Circuit under Schedule 03.
- 5.5.6 Where an eligible BT Retail Private Circuit has resilience associated with it, the Operator must request the appropriate Partial Private Circuit resilience option be applied to the circuit to be converted at the managed conversion order stage.
- 5.5.7 For the avoidance of doubt, the Operator will be subject to all charges (including but not limited to default or termination charges) in respect of an eligible BT Retail Private Circuit as the result of such managed conversion, in accordance with the BT Conditions for Private Service and the BT Retail Price

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List.

- 5.5.8 Should the Operator cancel the managed conversion order after the migration part of the managed conversion process has taken place, the Operator shall be liable to pay a cancellation charge which shall be the managed conversion charge as specified from time to time in the Carrier Price List.
- 5.6 Where BT completes the migration part of the managed conversion process and the Operator delays the commencement of an eligible BT Retail Private Circuit by more than three months (from the completion of the migration), BT shall cancel the managed conversion order and revert the eligible BT Retail Private Circuit to its original state as a BT Retail Private Circuit. BT shall request the Operator to repay the sum owing to BT, where an eligible BT Retail Private Circuit on migration is being billed as a Partial Private Circuit. The Operator shall remain liable to pay the managed conversion charge.
- 5.7 On the completion of the managed conversion order the eligible BT Retail Private Circuit shall remain as a Partial Private Circuit until ceased.
- 5.8 On completion of the managed conversion process the eligible BT Retail Private Circuit that has been converted shall terminate on Partial Private Circuit Network Infrastructure

## 6 CP2CP MANAGED MOVE

- 6.1 BT shall permit the move of a BT Wholesale Partial Private Circuit;
- 6.1.1. from one Operators (the 'Losing' Operator) to another Operator's (the 'Gaining' Operator) network ("eligible Partial Private Circuit"); and
- 6.1.2 which meets the criteria for a managed move as set out in the PPC Migration, Managed Conversion and Managed Move Manual and for Partial Private Circuits in accordance with this Annex F
- 6.2 For the avoidance of doubt PPC circuits at speeds of 2.4Kbit/s through to 48Kbit/s and 1024Kbit/s shall not be eligible for managed move. Additionally 2Mbit/s bearer circuits shall not be eligible for managed move under the PPC CP2CP Managed Move process.
- 6.3 On receipt by BT of a managed move order from the 'Gaining' Operator BT shall:



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- 6.3.1 acknowledge such order as soon as reasonably practicable;
- 6.3.2 proceed to validate such order as soon as reasonably practicable pursuant to paragraph 6.1.2 above;
- 6.3.3 if such order is successfully validated by BT, proceed in accordance with paragraph 6.4 below;
- 6.3.4 if such order is not successfully validated, BT shall so inform the 'Gaining' Operator as soon as reasonably practicable, and BT shall invoice the 'Gaining' Operator for the appropriate failed circuit validation in accordance with the charge set out in the Carrier Price List as issued from time to time by BT.
- 6.4 Further to paragraph 6.3.3, on successful validation of the 'Gaining' Operator's order, BT shall:
  - 6.4.1 proceed with the preparatory work to support the managed move of an eligible Partial Private Circuit to the 'Gaining' Operator;
  - 6.4.2 complete the managed move on receipt of a cease order for the circuit to be managed moved from the 'Losing' Operator.
- 6.5 As soon as reasonably practicable after such managed move of an eligible Partial Private Circuit pursuant to paragraph 6.4:
  - 6.5.1 BT shall invoice the 'Gaining' Operator for the successful managed move of a circuit to the 'Gaining' Operator and charge the 'Gaining' Operator the PPC CP2CP Managed Move charges per eligible Partial Private Circuit in accordance with the Carrier Price List as issued from time to time by BT. There will be no connection charge payable by the 'Gaining' Operator for the managed move of an eligible Partial Private Circuit moved from the 'Losing' Operator to the 'Gaining' Operator;
  - 6.5.2 For the purposes of this Agreement, the 'Losing' Operator will not be held to the minimum term of any such moved circuit where the moved circuit is still within the 12 months contracted period;
  - 6.5.3 For the purposes of this Agreement, the minimum term of any such moved circuit shall be deemed to have continued with the move of the circuit to the 'Gaining' Operator. Where the 'Gaining' Operator ceases the moved circuit during the remainder of the 12 month term, standard circuit termination fee will apply;

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- 6.5.4 BT shall invoice the 'Gaining' Operator for the appropriate rental charge as specified from time to time in the Carrier Price List as issued by BT in respect of the following:
- 6.5.4.1 on completion of the managed move BT shall adjust the charge payable by the 'Gaining' Operator for the Partial Private Circuit based on the distance between the existing charging nodes of the circuit being moved, based on the adjusted radial distance of the circuit.
- 6.6 The maintenance package for such Partial Private Circuit shall become EnhancedCare with immediate effect from the managed move, unless the 'Gaining' Operator has ordered the RegularCare or Enhanced Care Plus option for such managed moved Partial Private Circuit pursuant to Schedule 03.
- 6.7 Where an eligible Partial Private Circuit has resilience associated with it, the 'Gaining' Operator must request the appropriate Partial Private Circuit resilience option be applied to the circuit to be moved at the PPC CP2CP Managed Move order stage.
- 6.8 On completion of the managed move order, the eligible Partial Private Circuit that has been moved shall terminate on the 'Gaining' Operator's Partial Private Circuit Point of Handover (PoH) Network Infrastructure at SDH and minimum of STM1 capability.

## 7 GRANDFATHERING

- 7.1 Equipment may not be Grandfathered, unless the Operator and BT have previously agreed in writing on or before 16 July 2003, that the equipment may be grandfathered.
- 7.2 Where the Operator and BT have previously agreed that equipment may be grandfathered, BT Retail Private and Partial Private Circuits may be added to un-used capacity on these line terminating equipments and the Operator shall pay the charges set out in the Carrier Price List for such equipment.