

**BT PPC STANDARD HANDOVER AGREEMENT**

**ANNEX C**

**SCHEDULE 02**

**ISH Link**

**1. Definitions**

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

**2. Description of Service**

2.1 Subject to paragraph 2.2 where the ISH Link is specified as an ISH Link with the ISH Facility Mux option, service shall consist of an ISH Link, as specified by the Operator in its order (available bandwidths are as specified from time to time in the Carrier Price List). ISH Links provided pursuant to this Agreement shall only be used for Partial Private Circuit purposes pursuant to this Agreement.

2.2 If the ISH Link is provided to the Operator by BT pursuant to this Agreement, the Operator will have an option at the time that it places an order, or at a subsequent point in time, to have such ISH Link designated with an ISH Facility Mux available as specified from time to time in the Carrier Price List. Where the ISH Link with ISH Facility Mux option is ordered the Operator shall designate and reserve full STM-1 tributary (VC4) assignments for use by each product type available as required. Individual product types shall be subject to the Terms and Conditions within the appropriate BT Standard Agreement applicable to such product.

2.3 BT shall provide each Point of Handover on a public highway or, unless otherwise agreed, on a prospectively maintainable public highway, with BT's portion of the Link being provided by BT on its side of the Point of Handover. The Operator shall provide its portion of the Link on its side of the Point of Handover.

2.4 The Point of Handover is the point where the Operator's duct is joined to the wall of the BT jointing chamber.

2.5 The Point of Handover shall be established by the Operator installing its cable to the BT jointing chamber at a precise physical location agreed between the Parties where it shall be:

2.5.1 jointed to the BT cable in the jointing chamber; or

2.5.2 handed over to BT to be drawn by BT into:

(a) a BT building; or

(b) another jointing chamber

if the Operator's cable meets the optical fibre Cable Specification.

2.6 The Parties agree that:

2.6.1 any ducting, plant, equipment and jointing chamber provided by BT shall be provided at the Operator's expense, and owned and maintained by BT;

2.6.2 the Operator shall provide, own, maintain and be responsible for all ducting, plant and equipment and will bear its own costs for the ducting, cabling, and maintenance on its side of the Point of Handover; and

2.6.3 if continuous cable is used, the Operator agrees that ownership of that part of the cable on the BT side of the Point of Handover passes to BT.

2.7 In Span Handover shall comprise either:

2.7.1 the provision of an ISH Link pursuant to paragraph 3; or

2.7.2 the provision of an ISH Link by means of In Span Handover extension service pursuant to paragraph 4.

### **3. Provision of ISH**

3.1 Unless agreed otherwise by the Parties pursuant to paragraph 4, the Point of Handover shall be at the curtilage of a BT Serving Node as notified by BT pursuant to paragraph 3 of Annex A as specified by the Operator in its order for an ISH Link.

3.2 Subject to paragraph 4, the jointing chamber shall not be located at a distance which is greater than 100 metres from the curtilage of the BT building.

3.3 The Operator shall be responsible for monitoring the ISH system. The Operator shall immediately inform BT if it detects a fault which causes a switch to standby fibres in order to maintain continuity of service to a Customer. Unless or until the Operator so informs BT, the provisions of Annex E paragraph 4 shall not apply in respect of any fault on such ISH Link that results in total loss of service.

**4. Provision of ISH extension**

4.1 If the Operator so requests, a Point of Handover may be at a distance which is greater than 100 metres from the curtilage of a BT Serving Node provided that:

4.1.1 the distance shall be not be such that signal regeneration is required to be carried out; and

4.1.2 the Point of Handover shall be within the local exchange serving area of the BT Serving Node.

4.2 If requested by the Operator, BT shall provide a jointing chamber to house the Point of Handover.

**5. ISH Link Testing**

5.1 BT and the Operator shall commence testing Capacity not later than 25 Working Days after the relevant scheduled Ready for Test Date. Unless agreed otherwise, the Operator shall provide BT with a minimum of 15 Working Days notice of the date on which testing should commence. The Parties shall co-operate to ensure that testing is reasonably spread across the 25 Working Days following the date on which such Capacity is made ready for testing. The Parties shall use reasonable endeavours to complete testing in the shortest appropriate time.

5.2 If for any reason the Operator expects to be unable to proceed jointly with the Supplier in testing of any Capacity, the Operator shall notify BT in writing as soon as possible and where such notice is less than 5 Working Days before the scheduled Ready for Test Date, BT may charge the Operator for an abortive visit at the rate specified from time to time in the Carrier Price List. Testing shall then be re-scheduled by agreement and commenced on such re-scheduled date. In the event of testing failing the Parties shall use reasonable endeavours to ensure testing is recommenced and concluded as quickly as possible.

5.3 The Parties shall agree the required test facilities. The Parties shall make such test facilities available from the date required by the other Party. If specified test facilities are missing or incorrect, Capacity Orders will not commence until the facilities are made available.

5.4 If BT fails to commence testing of Capacity by a date 25 Working Days after the scheduled Ready for Test Date, then (without prejudice to the Operator's rights and remedies under the Agreement) BT shall be liable to pay the Operator compensation for such delay in accordance with the provisions of Annex E, except where the failure to commence testing is due to the Operator's action or inaction.

5.5 If the Parties fail to agree an acceptable date for the testing of the Capacity (pursuant to paragraph 5.2) either Party may notify the other in writing of a Dispute.

5.6 If testing of the Capacity is not conducted within 30 Working Days after the scheduled Ready for Test Date due to the Operator's actions or failure to act, BT shall commence charging the Operator the rental charges for the service.

**6. Resilience**

6.1 For an ISH Link the Operator may request, and BT shall provide, resilience using:

6.1.1 a single BT jointing chamber with two separate cables; or

6.1.2 two separate BT jointing chambers with two separate cables into those BT jointing chambers.

6.2 If the Operator requests resilience using two jointing chambers BT shall endeavour to use a suitable existing jointing chamber (the "resilience jointing chamber").

6.3 If a suitable protection jointing chamber cannot be identified or used, at the Operator's request BT shall provide to the Operator a written quotation for the installation by BT of the resilience jointing chamber.

6.4 If the quotation referred to in paragraph 6.3 is accepted by the Operator, BT shall install the resilience jointing chamber for the second cable.

6.5 For the avoidance of doubt, the resilience jointing chamber shall be installed, owned and maintained by BT.

**7. Service Level Commitments**

7.1 BT shall provide ISH Links in accordance with the provisions of this Schedule and subject to Annex E.

**8. Migration, Re-Designation, Managed Conversion and Grandfathering**

8.1 BT shall allow Migration, Re-Designation, Managed Conversion and Grandfathering in accordance with the provisions of Annex F.

**9. Charging**

9.1 For services under this Schedule, the Operator shall pay to BT the appropriate charges (including any Ancillary Charges) specified from time to time in the Carrier Price List.

9.2 The provision and rental charges shall be payable by the Due Date, and shall be calculated from a date 30 calendar days after the Ready for Test Date. Rental charges shall be payable annually or quarterly in advance, as agreed.

9.3 BT shall be entitled to charge for any ISH Link independently of whether any associated Third Party Links ordered under Schedule 04 have been delivered excepting to the extent that BT is in default in the provision of such Third Party Links when charges for the ISH Link may at the Operator's discretion be delayed until such Third Party Links are provided.

**10. Term**

10.1 The minimum period of service for any ISH Link shall be 12 months commencing 30 calendar days after the Ready for Test Date.

10.2 Any ISH Link Augmentation shall be subject to its own minimum period of service of 12 months commencing 30 calendar days after the Ready for Test Date.

10.3 **The Operator may terminate any ISH Link by 30 working~~7~~ days notice** in writing expiring on or after the end of the minimum period of service applicable to the most recent Partial Private Circuit operating over such ISH Link. **The Operator must pay rental until 30~~7~~ days after the date BT receives the notice or until expiry of the notice, whichever is later.** If the Operator gives notice within the 12 month minimum period the Operator must pay rental or other charges for the remainder of any 12 month minimum period at the rate provided in the Carrier Price List.