

Optical Wave Access Service

Service description

Optical Wave Access Service (OWAS) with filter is a high-speed point to point wavelength service and can consist of a core 10Gb lit and managed wavelength with the option for the Communications Provider (CP) to use additional wavelengths between sites using a CP's own additional termination equipment.

Excess construction charges

Connection Charges below apply to all installations where routing is determined by KCOM and there are no access impediments. Excess Construction Charges, subject to survey, will only be levied in exceptional circumstances such as the requirement for resilient circuits or, for example, requests for termination requiring substantial interior cabling.

Existing network connectivity

Existing network connectivity charges apply when the following criteria is met. An optical fibre cable or cables containing spare optical fibres with which to provide the new OWAS service must be available within the CP Site. The exceptions are as follows:

- > If the CP's and/or End User's premises or the CP Site and/or End User Site contains multiple buildings the optical fibre connectivity for the service must be within the building or location where the OWAS service is required and not contained externally in another building.
- > If an existing optical fibre cable is present within the building or location but contains no spare optical fibres available for connecting the new OWA service.
- > KCOM maintain the right to designate optical fibres within a cable as spare for fault purposes and as such some fibres are not available for OWA services / CP connections.
- > Where the new OWAS service is required within a building containing multiple business / tenancy units, the optical fibres required to provide the new service must not exceed a cabling distance of more than 25 metres from where the existing cable is terminated.

No existing network connectivity

This relates to installations where no optical fibre cable exists or where a cable does exist but has no spare optical fibre capacity available to provide the new OWA service. KCOM maintain the right to designate optical fibres within a cable as spare for fault purposes and as such not all would be available to provide onward wavelengths for CPs and/or End Users.

Connection charges

Connection Charges				
Feature	Notes	Operative Date	Until	Connection Charge Ex VAT
Optical Wave Access Service 10Gb + filter	Both ends: new fibre	06/11/2019		£14,350.00
	Both ends: existing fibre	06/11/2019		£9,350.00
	One end new; One end existing	06/11/2019		£11,850.00
Additional 10Gb Wavelength	Per Wavelength	06/11/2019		£1,500.00
Resilient Optical Wave Access Service 10Gb + filter (Including amplification)	Both ends: new fibre	06/11/2019		POA
	Both ends: existing fibre	06/11/2019		POA
	One end new; One end existing	06/11/2019		POA
Excess Construction Charges		06/11/2019		POA

Annual Rental Charges

Annual Rental Charges				
Feature	Minimum Period	Operative Date	Until	Rental Charge per annum Ex VAT
Optical Wave Access 10Gb + Filter	5 Years	06/11/2019		£6,708.00
Additional 10Gb Wavelength	5 Years	06/11/2019		£1,959.00

Other charges

Charges				
Feature	Notes	Operative Date	Until	Charge Ex VAT
Wavelength Upgrades		06/11/2019		Cease and new provide basis

Time Related Charges (TRC) –

Call out, Visit, Missed Appointment Fee and Expedite charges

Time Related Charges are payable where the CP requests the additional Services as set out in the table immediately below.

Call Out charges	Operative Date	Until	Standard Visit Charge (For Each Site visit) Ex. VAT	Hourly Rate (per hour or part thereof) Ex. VAT	Minimum hours	Minimum Call Out charge Ex. VAT
Call Out charge*	06/11/2019		£100.00	£85.00	1	£185.00
Missed Appointment Fee**	06/11/2019		£100.00	N/A	N/A	N/A

If we have made a scheduled appointment with you for an installation or faults visit, you may be charged a Missed Appointment Fee if an engineer has been despatched to your premises and:

- > The appointment is cancelled by you after the engineer has been despatched to your premises
- > The person in attendance is under the age of 18
- > There is no one at the premises
- > There is no one at the premises who knows what work is required / where socket etc. is to be located
- > You ask the engineer to call back at an alternative time
- > The engineer is refused entry

* Visit Charge for No KCOM Fault Found or Visit Charge for requested work

** Missed Appointment Charges & Expedite charges would still be raised where an Expedite is requested which cannot be fulfilled due to the Missed Appointment reasons above.

Cancellation Charges prior to the Proposed Start Date

Cancellation charges will be raised if an Order for the Service has been received from the CP and the Order is subsequently cancelled prior to the Proposed Start Date (“PSD”). The cancellation charges are calculated based upon the number of clear Working Days between the date the cancellation request is received by KCOM and the PSD.

In the event that an Order is suspended by the CP, or by KCOM in instances where KCOM is awaiting information from the CP in order to continue delivery of the Order, KCOM may cancel the Order when the Order has been suspended for a period of more than 90 cumulative calendar days.

The cancellation charge is expressed as a percentage of the total Connection Charge as follows:

Clear Working Days before PSD	Operative Date	Percentage of Connection Charge %
2 or less	06/11/2019	90
3 – 21	06/11/2019	75
22 – 29	06/11/2019	60
30 – 35	06/11/2019	30
36 or more	06/11/2019	0

Additional Notes:

- (a) The full cost of any additional work, e.g. duct, that is separately identified on the Agreement and which has been specifically incurred for the Order by the time of the cancellation, will be recovered in addition to the cancellation charge.
- (b) The cancellation charge scale applies to circuits normally provided within 42 Working Days.
- (c) The cancellation date must be given in writing by the CP.
- (d) Should a CP request amendments to the PSD and subsequently cancel the Order, the cancellation charge will be calculated on the Working Days between the dates that the CP notified KCOM of the first amendment and the original PSD.

Termination Payment

The amount of this Termination Payment shall be the Rental Charges payable for the remaining months of the Minimum Period. If the CP terminates any Order during its Minimum Period, other than because KCOM has materially breached this Agreement or increased its charges or has materially changed the conditions of this Agreement to the CP’s detriment or because the Agreement is terminated under Force Majeure, the CP must pay KCOM the Rental Charges and other charges for the remainder of any Minimum Period at the rate in force at termination or as otherwise provided in the Price List.



Service Credits

For each day or part day KCOM is late in meeting the Proposed Start Date (PSD), the CP shall be entitled to the daily sum specified in the Price List for the Service affected by the failure.

The maximum Service Credit that CP may claim under this Agreement in respect of an Order where KCOM fails to achieve the Proposed Start Date (PSD) is 60 x the daily sum specified in the Price List for that specific Service.

Day or Part day after the PSD	Operative Date	Percentage of Connection Charge %
Daily sum	06/11/2019	0.5%
Maximum Service Credit	06/11/2019	30%