



# **Promoting competition and investment in fibre networks: Telecoms Access Review 2026**

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Volume 7 Part A: Draft legal instruments  
Draft SMP conditions

**Non-confidential version for publication**

**Consultation**

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# Notification under sections 48A(3) and 80A(3) of the Communications Act 2003

## Notification of proposals for the identification of markets, the making of market power determinations and the setting and revocation of SMP services conditions in relation to BT under section 45 of the Communications Act 2003 (“Notification”)

### Background

1. On 18 March 2021, Ofcom published a statement entitled “Promoting investment and competition in fibre networks – Wholesale Fixed Telecoms Market Review 2021-26 (“2021 Statement”)). The 2021 Statement set out Ofcom’s conclusions on its review of wholesale fixed telecoms markets by identifying markets, making certain market power determinations and setting SMP conditions (including charge control conditions). At Volume 7 of the 2021 Statement, Ofcom published a notification under section 45 of the Act containing its market identifications, market power determinations and the SMP conditions and directions to be applied to BT (“2021 Notification”).
2. On 31 March 2021, Ofcom made modifications to the SMP conditions and directions and published a statement explaining these changes (“March 2021 Modification”). On 15 July 2021, Ofcom made minor modifications to the SMP conditions to make specified corrections and published a statement explaining those modifications (“July 2021 Modification”).
3. Ofcom is today publishing a consultation document entitled “Promoting competition and investment in fibre networks: Telecoms Access Market Review 2026-31” (the “Consultation”). In this document, Ofcom is consulting on new proposals to identify markets, make market power determinations and set SMP conditions and directions with respect to BT.

### Proposals for market identification and market power determinations

4. Ofcom is proposing to identify the markets listed in Column 1 of Table A below for the purpose of making a determination that the person specified in the corresponding row in Column 2 of that Table has significant market power in that identified services market.

**Table A: Proposed market identifications and market power determinations**

Column 1: Proposed market Identification	Column 2: Proposed market power determination
(i) The supply of wholesale access to Telecoms Physical Infrastructure for deploying a telecoms network in the United Kingdom excluding the Hull Area	BT
(ii) The supply of wholesale local access at a fixed location in WLA Area 2	BT
(iii) The supply of wholesale local access at a fixed location in WLA Area 3	BT
(iv) The supply of leased line access in HNR Areas	BT
(v) The supply of leased line access in LLA Area 2	BT
(vi) The supply of leased line access in LLA Area 3	BT
(vii) The supply of interexchange connectivity in BT Only exchanges	BT
(viii) The supply of interexchange connectivity in BT+1 exchanges	BT
(ix) The supply of interexchange connectivity in BT+2 exchanges	None

## Proposals to set, apply and revoke SMP services conditions

5. Ofcom is proposing to set, in relation to markets (i) to (ix) identified in Table A above, the SMP conditions as set out in **Schedule 1** to this Notification to be applied to BT to the extent specified in that Schedule, which SMP conditions shall, unless otherwise stated in that Schedule, take effect from 1 April 2026 or such other date specified in any notification under sections 48(1) and 79(4) of the Act adopting the proposals set out in this Notification.
6. The effect of, and Ofcom’s reasons for making, the proposals in relation to SMP conditions referred to in this Notification are set out in the Consultation which accompanies this Notification.
7. Ofcom is proposing to revoke the SMP conditions applied to BT as set out in the 2021 Notification and modified by the March 2021 Modification and the July 2021 Modification, with effect from 1 April 2026. Section 16 of the Interpretation Act 1978 shall apply as if this revocation were a repeal of an enactment by an Act of Parliament.

## Ofcom’s duties and legal tests

8. Ofcom considers that the proposed SMP conditions above comply with the requirements of sections 45 to 47, 87 and 88 of the Act, as appropriate and relevant to each such SMP condition, and further that the proposed revocations of the SMP conditions referred to above comply with the requirements of sections 45 to 47, 87 and 88 of the Act as appropriate and relevant to them.
9. In making all of the proposals referred to in this Notification, Ofcom has considered and acted in accordance with its general duties set out in section 3 of the Act and the six requirements in section 4 of the Act.

10. In making the proposals referred to in this Notification, Ofcom has also had regard to both the Statement of Strategic Priorities in accordance with section 2B of the Act, and the desirability of promoting economic growth in accordance with the growth duty set out in section 108 of the Deregulation Act 2015.

## Making representations

11. Representations may be made to Ofcom about any of the proposals set out in this Notification and the accompanying Consultation by no later than 12 June 2025.
12. Copies of this Notification and the accompanying Consultation have been sent to the Secretary of State in accordance with sections 48C(1) and 81(1) of the Act.

## Interpretation

13. For the purpose of interpreting this Notification —
  - a) except in so far as the context otherwise requires, words or expressions have the meaning assigned to them in paragraph 14 below, and otherwise any word or expression has the same meaning as it has in the Act;
  - b) headings and titles shall be disregarded;
  - c) expressions cognate with those referred to in this Notification shall be construed accordingly; and
  - d) the Interpretation Act 1978 (c. 30) shall apply as if this Notification were an Act of Parliament.
14. In this Notification:
  - a) “**2021 Notification**” has the meaning given to it in paragraph 1;
  - b) “**2021 Statement**” has the meaning given to it in paragraph 1;
  - c) “**Act**” means the Communications Act 2003 (c. 21);
  - d) “**BT**” means British Telecommunications plc, whose registered company number is 1800000, and any of its subsidiaries or holding companies, or any subsidiary of such holding companies, all as defined by section 1159 of the Companies Act 2006;
  - e) “**BT only exchanges**” means the BT exchanges identified as “BT only” in Column D of Schedule 4 to this Notification;
  - f) “**BT+1 exchanges**” means the BT exchanges identified as “BT plus one” in Column D of Schedule 4 to this Notification;
  - g) “**BT+2 exchanges**” means the BT exchanges identified as “BT plus two or more new” or “BT plus two or more new (transitional)” in Column D of Schedule 4 to this Notification;
  - h) “**Consultation**” has the meaning given in paragraph 3;
  - i) “**HNR Areas**” means the areas consisting of the postcode sectors identified as “HNR” in Schedule 3 to this Notification;
  - j) “**Hull Area**” means the area defined as the 'Licensed Area' in the licence granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communication (Hull) plc, (now known as KCOM);

- k) **“July 2021 Modification”** has the meaning given to it in paragraph 2;
- l) **“LLA Area 2”** means the areas consisting of the postcode sectors identified as “Area 2” in Schedule 3 to this Notification;
- m) **“LLA Area 3”** means the areas consisting of the postcode sectors identified as “Area 3” in Schedule 3 to this Notification;
- n) **“March 2021 Modification”** has the meaning given to it in paragraph 2;
- o) **“Ofcom”** means the Office of Communications as established pursuant to section 1(1) of the Office of Communications Act 2002;
- p) **“Physical Infrastructure”** means any network element which is intended to host other network elements and which is not itself active including any conduit, tunnel, subway, pipe, structure, pole, in, on, by or from which an electronic communications network is or may be installed, supported, carried or suspended. The term does not include cables (including strands of optical fibre);
- q) **“Statement of Strategic Priorities”** means the Statement of Strategic Priorities for telecommunications, the management of radio spectrum, and postal services designated by the Secretary of State for Digital, Culture, Media and Sport for the purposes of section 2A of the Communications Act 2003 on 29 October 2019;
- r) **“Telecoms Physical Infrastructure”** means Physical Infrastructure that was deployed for the purposes of deploying a fixed telecommunications network;
- s) **“WLA Area 2”** means the areas consisting of the postcode sectors identified as “Area 2” in Schedule 2 to this Notification; and
- t) **“WLA Area 3”** means the areas consisting of the postcode sectors identified as “Area 3” in Schedule 2 to this Notification.

15. The Schedules to this Notification form part of this Notification.

Signed



**Ben Harries**  
**Policy Director, Network and Communications, Ofcom**

**A person duly authorised in accordance with paragraph 18 of the Schedule to the Office of Communications Act 2002**

**20 March 2025**

# Schedule 1: SMP conditions

## Part 1: Application

1. The SMP conditions in Part 3 of this Schedule 1, except where specified otherwise, apply to the Dominant Provider in each of the following relevant markets listed in Column 1 of Table 1A below to the extent specified in Column 2 of Table 1A; and on a transitional basis as set out in Table 1B. Save as otherwise specified in any condition, each condition shall enter into force on [1 April 2026] and unless otherwise stated shall have effect until the publication of a notification under section 48(1) of the Act revoking such conditions.

**Table 1A: Relevant markets for the purposes of this Schedule**

Column 1: Relevant Market(s)	Column 2: Applicable SMP conditions as set out in Part 3 of this Schedule 1
<b>The supply of wholesale access to Telecoms Physical Infrastructure for deploying a telecoms network in the United Kingdom excluding the Hull Area (PI)</b>	Condition 1.1, 1.3, 1.4, 1.10, 1.11, 2.1, 2.2, 2.13, 2.14, 3, 4.1, 4.2, 4.3, 6, 7.1, 7.2, 7.3, 7.10-7.19, 8.1, 8.3-8.5, 8.8-8.15, 9, 10, 11 and 12A.
<b>The supply of wholesale local access at a fixed location in WLA Area 2 (WLA Area 2)</b>	Condition 1, 2.1, 2.3, 2.13, 2.14, 3, 4.1, 4.2, 4.4, 4.5, 4.6, 5.1, 5.2, 5.6, 5.7, 5.8, 6.1, 6.3, 6.4, 7.1, 7.2, 7.4, 7.5, 7.10-7.18, 8.1-8.6, 8.8-8.15, 9, 10, 11, 12B, 12C, and 12D.
<b>The supply of wholesale local access at a fixed location in WLA Area 3 (WLA Area 3)</b>	Condition 1, 2.1, 2.3, 2.13, 2.14, 3, 4.1, 4.2, 4.7, 5.1, 5.2, 5.6, 5.7, 5.8, 6.1, 6.3, 6.4, 7.1, 7.2, 7.4, 7.5, 7.10-7.18, 8.1-8.6, 8.8-8.15, 9, 10, 11, 12B, 12C and 12D.
<b>The supply of leased line access in the LLA HNR Area (LLA HNR)</b>	Condition 1.1, 1.3, 1.4, 1.10, 1.11, 2.1, 2.4, 2.13, 2.14, 3, 4.1, 4.2, 5.1, 5.4, 5.5, 5.6, 5.7, 5.8, 6.1, 6.3, 6.4, 7.1, 7.2, 7.6, 7.7, 7.10-7.18, 8.1, 8.3-8.6, 8.8-8.15, 9, 10, and 11.
<b>The supply of leased line access in LLA Area 2 (LLA Area 2)</b>	Condition 1.1, 1.3, 1.4, 1.10, 1.11, 2.1, 2.4, 2.13, 2.14, 3, 4.1, 4.2, 4.7, 5.1, 5.4, 5.5, 5.6, 5.7, 5.8, 6.1, 6.3, 6.4, 7.1, 7.2, 7.6, 7.7, 7.9-7.18, 8.1, 8.3-8.15, 9, 10, 11, 12E.1, 12E.5 – 12E.10, 12E.12 – 12E.23, 12E.25, 12F.1 – 12F.15, 12F.17, 12G.1 – 12G.19, 12G.20 and 12H.1 – 129, 12.11.

<p><b>The supply of leased line access in LLA Area 3 (LLA Area 3)</b></p>	<p>Condition 1.1, 1.3, 1.4, 1.10, 1.11, 2.1, 2.4, 2.6, 2.7, 2.13, 2.14, 2.15, 3, 4.1, 4.2, 5.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 6.1, 6.3, 6.4, 7.1, 7.2, 7.6, 7.7, 7.8, 7.9, 7.10-7.18, 8.1, 8.3-8.15, 9, 10, 11, 12E.2, 12E.5 – 12E.23, 12E.25 12F.1 – 12F.17, 12G.1 – 12G.19, 12G.20, 12H.1 – 129, 12.11, 12I.1 - 12I.3, 12I.7-12I.14, and 12I.16</p>
<p><b>The supply of interexchange connectivity in BT Only exchanges (IEC BT Only)</b></p>	<p>Condition 1.1, 1.3, 1.4, 1.10, 1.11, 2.1, 2.4, 2.5, 2.7, 2.11 2.12, 2.13, 2.14, 2.15, 3, 4.1, 4.2, 5.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 6.1, 6.3, 6.4, 7.1, 7.2, 7.6, 7.7, 7.8,-7.9, 7.10-7.18, 8.1, 8.3-8.5, 8.8-8.15, 9, 10, 11, 12E.4 – 12E.10, 12E.12 – 12E.23, 12E.25, 12F.1 – 12F.15, 12F.17, 12G.1 – 12G.19, 12G.20, 12H.1 – 129, 12.11, 12I.4-12I.8, 12I.11 – 12I.14, and 12I.16</p>
<p><b>The supply of interexchange connectivity in BT+1 exchanges (IEC BT+1)</b></p>	<p>Condition 1.1, 1.3, 1.4, 1.10, 1.11, 2.1, 2.4, 2.5, 2.7, 2.11, 2.12, 2.13, 2.14, 2.15, 3, 4.1, 4.2, 5.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 6.1, 6.3, 6.4, 7.1, 7.2, 7.6, 7.7, 7.8, 7.9-7.18, 8.1, 8.3-8.5, 8.8-8.15, 9, 10, 11, 12E.4 – 12E.10, 12E.12 – 12E.23, 12E.25, 12F.1 – 12F.15, 12F.17, 12G.1 – 12G.19, 12G.20, 12H.1 – 129, 12.11, and 12I.4-12I.8, 12I.11 – 12I.14, and 12I.16</p>

**Table 1B: Transitional arrangements for the purposes of this Schedule**

<p>Column 1: Scope of transitional application</p>	<p>Column 2: Applicable SMP conditions as set out in Part 3 of this Schedule 1</p>
<p><b>LLA HNR (Transitional) until 31 March 2031</b></p>	<p>Condition 1.1, 1.3, 1.4, 1.10, 1.11, 2.1, 2.10, 2.13, 2.14, 3, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.6, 5.7, 6.1, 6.3, 6.4, 7.1, 7.2, 7.8, 7.9, 7.10-7.18, 8.1, 8.3, 8.4, 8.6-8.15, 9, 10, 12F, 12G, 12H, 12I.1 – 12I.3, 12I.7 – 12I.14, 12I.16</p>
<p><b>LLA Area 2 (Transitional) until 31 March 2031</b></p>	<p>Condition 1.1, 1.3, 1.4, 1.10, 1.11, 2.1, 2.10, 2.13, 2.14, 3, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.6, 5.7, 6.1, 6.3, 6.4, 7.1, 7.2, 7.8, 7.9, 7.10-7.18, 8.1, 8.3, 8.4, 8.6-8.15, 9, 10, 12F, 12G, 12H, 12I.1 – 12I.3, 12I.7 – 12I.14, 12I.16</p>



<b>IEC BT+2 until 31 March 2027</b>	Condition 1.1, 1.3, 1.4, 1.10, 1.11, 2.1, 2.9, 2.12, 2.13, 2.14, 3, 4.1, 4.2, 5.1, 5.4, 5.5, 5.6, 5.7, 5.8, 6.1, 6.3, 6.4, 7.1, 7.2, 7.6, 7.7, 7.10-7.18, 8.1, 8.3-8.5, 8.8-8.15, 9, 10, 12E.4 – 12E.10, 12E.12 – 12E.25, 12F, 12G, 12H
<b>IEC DF Transition until 31 March 20[xx]</b>	Condition 1.1, 1.3, 1.4, 1.10, 1.11, 2.1, 2.8, 2.11, 2.13, 2.14, 3, 4.1, 4.2, 5.2, 5.3, 6.1, 6.3, 6.4, 7.1, 7.2, 7.8, 7.9, 7.10-7.18, 8.1, 8.3-8.5, 8.8-8.15, 9, 10, 12F, 12H, 12I.4 – 12I.8, 12I.11 – 12I.16

2. The Conditions referred to in paragraph 1 above are entitled as follows—

- [Condition 1](#) Network access on reasonable request
- [Condition 2](#) Specific forms of network access
- [Condition 3](#) Requests for new forms of network access
- [Condition 4](#) No undue discrimination
- [Condition 5](#) Equivalence of Inputs
- [Condition 6](#) Basis of charges
- [Condition 7](#) Publication of a Reference Offer
- [Condition 8](#) Notification of charges and terms and conditions
- [Condition 9](#) Notification of technical information
- [Condition 10](#) Quality of service
- [Condition 11](#) Regulatory Financial Reporting
- [Condition 12](#) Charge controls

## Part 2: Interpretation

1. In addition to the definitions set out above in this notification and in each Condition below (where relevant), in this Schedule 1—
  - (a) **“Access Agreement”** means an agreement entered into between the Dominant Provider and a Third Party for the provision of network access in accordance with Condition 1 and, in relevant cases, Condition 2;
  - (b) **“Access Change Notice”** means a notice given by the Dominant Provider of an Access Change;
  - (c) **“Access Change”** means any amendment to the charges, terms and conditions on which the Dominant Provider provides network access or in relation to any charges for new network access;
  - (d) **“Access Segment”** means network access providing uncontended bandwidth connecting an end user premises to—
    - i) Local Access Node; or
    - ii) an MDF/ODF site of the Dominant Provider.
  - (e) **“Accommodation Services”** means the provision of space (including Co-Location and Co-Mingling) permitting a Third Party to occupy part of an MDF/ODF Site reasonably sufficient to permit the use of network access provided by the Dominant Provider in accordance with Condition 1 and Condition 2 (as applicable), and in particular to permit the connection of the Dominant Provider’s electronic communications network with that of a Third Party at that location and having the following characteristics—
    - a) the Third Party’s electronic communications network is situated in an area of the MDF/ODF Site which—
      - i) is a single undivided space;
      - ii) after proper performance by the Dominant Provider of its obligation to provide network access pursuant to Condition 1 and Condition 2 (as applicable), would permit the normal operation of the Third Party’s electronic communications network (or would permit if the Dominant Provider removed any object or substance whether toxic or not, which might reasonably prevent or hinder the occupation of the MDF/ODF Site for such use); and
      - iii) if so requested by the Third Party, is not unreasonably distant from the Dominant Provider’s electronic communications network within the MDF/ODF Site;
    - a) no permanent physical partition is erected in the space between the Third Party’s electronic communications network and the Dominant Provider’s electronic communications network; and
    - b) the Third Party’s electronic communications network is neither owned nor run by the Dominant Provider or by any person acting on the Dominant Provider’s behalf;
  - (f) **“Act”** means the Communications Act 2003 (c. 21);

- (g) **“Affected Communications Provider”** means each communications provider to whom the Dominant Provider has provided any of the services specified in these conditions during the Relevant Year;
- (h) **“Agreed Upon Procedures”** means an engagement carried out in accordance with international standard (ISRS 4400) under which a person independent from the Dominant Provider performs a set of audit procedures agreed by Ofcom and based on Ofcom’s specific requirements and reports the findings of that work to Ofcom.
- (i) **“Ancillary Services”** mean an associated facility or services associated with an electronic communications network and/or an electronic communications service which enable and/or support the provision of network access provided by the Dominant Provider in accordance with Condition 1 and Condition 2 (as applicable), including Physical Infrastructure Access, Metallic Path Facilities, Virtual Unbundled Local Access, Dark Fibre Access services, Ethernet Services and WDM Services via that network and/or service or have the potential to do so, which include without limitation the following:
- i) power;
  - ii) Accommodation Services (including Co-Location and Co-Mingling);
  - iii) Site Access;
  - iv) Cablelink;
- and
- v) in respect of Physical Infrastructure Access, PIA Database Access;
  - vi) in respect of Metallic Path Facilities, MPF Internal Tie Cable and MPF External Tie Cable; and
  - vii) in respect of Relevant Ethernet Services, WDM Services and Dark Fibre Access, Interconnection Services.
- (j) **“Backhaul Segment”** means network access providing uncontended bandwidth connecting one MDF/ODF site or operational building of the Dominant Provider to another MDF/ODF site or operational building of the Dominant Provider;
- (k) **“Cablelink”** means a connection from a Third Party’s equipment to other equipment located within the same MDF/ODF Site, or from a Third Party’s equipment located within the same MDF/ODF Site to a fibre cable originating immediately outside an MDF/ODF Site;
- (l) **“Charge”** means the charge (being in all cases the amounts offered or charged by the Dominant Provider), excluding any discounts offered by the Dominant Provider, to a communications provider for the Charge Controlled Service;
- (m) **“Co-Location”** means the provision of space permitting a Third Party to occupy part of an MDF/ODF Site reasonably sufficient to permit the use of network access provided by the Dominant Provider in accordance with Condition 1 and Condition 2 (as applicable); and in particular to permit the connection of the Dominant Provider’s electronic communications network with the electronic communications network of a Third Party at that location;
- (n) **“Co-Mingling”** means the provision of Co-Location having the following characteristics:

- i) the Third Party's electronic communications network is situated in an area of the MDF/ODF Site which:
    - A. is a single undivided space;
    - B. after proper performance by the Dominant Provider of its obligation to provide network access provided by the Dominant Provider in accordance with Condition 1 and Condition 2 (as applicable), would permit the normal operation of the Third Party's electronic communications network (or would permit if the Dominant Provider removed any object or substance whether toxic or not, which might reasonably prevent or hinder the occupation of the MDF/ODF Site for such use); and
    - C. if so requested by the Third Party, is not unreasonably distant from the Dominant Provider's electronic communications network within the MDF/ODF site;
  - ii) no permanent physical partition is erected in the space between the Third Party's electronic communications network and the Dominant Provider's electronic communications network; and
  - iii) the Third Party's electronic communications network is neither owned nor run by the Dominant Provider or by any person acting on the Dominant Provider's behalf;
- (o) **"Connection Fee"** means an amount that is payable to the Dominant Provider other than on a periodic basis in connection with the provisioning of network access in accordance with Condition 1 or Condition 2;
- (p) **"Consumer"** means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession;
- (q) **"Consumer Prices Index"** means the index of prices compiled by an agency or a public body on behalf of His Majesty's Government or a governmental department (which is the Office for National Statistics at the time of publication of this Notification) from time to time in respect of all items;
- (r) **"Copper-based Network Access"** means the wholesale provision of network access by the Dominant Provider over its electronic communications network where the physical connection between the local access node and the Network Termination Point comprises copper wires either in whole or in part;
- (s) **"CPI"** means the amount of the change in the Consumer Prices Index in the period of twelve months ending on 31 October immediately before the beginning of the Relevant Year, expressed as a percentage (rounded to one decimal place) of that Consumer Prices Index as at the beginning of that first mentioned period;
- (t) **"Dark Fibre Access"** means a service providing network access to one or more optical fibres suitable for the transmission of electromagnetic energy to convey signals;
- (u) **"Dominant Provider"** means British Telecommunications plc, whose registered company number is 1800000, and any of its subsidiaries or holding companies, or any subsidiary of such holding companies, all as defined by section 1159 of the Companies Act 2006;

- (v) **“Dominant Provider’s Price List”** means a document containing the charges for the Dominant Provider’s products and services;
- (w) **“Equivalence of Inputs”** means that the Dominant Provider provides, in respect of a particular product or service, the same product or service to all Third Parties (including itself) on the same timescales, terms and conditions (including price and service levels) by means of the same systems and processes, and includes the provision to all Third Parties (including itself) of the same Relevant Commercial Information about such products, services, systems and processes as the Dominant Provider provides to its own divisions, subsidiaries or partners. In particular, it includes the use by the Dominant Provider of such systems and processes in the same way as other Third Parties and with the same degree of reliability and performance as experienced by other Third Parties.

In this definition “the same” means exactly the same subject only to:

- a) trivial differences; and
- b) differences relating to:
  - i) credit vetting procedures,
  - ii) payment procedures,
  - iii) matters of national and crime-related security (which for the avoidance of doubt includes for purposes related to the Regulation of Investigatory Powers Act 2000), physical security, security required to protect the operational integrity of the network,
  - iv) provisions relating to the termination of a contract,
  - v) contractual provisions relating to requirements for a safe working environment;
- c) differences relating to the provision of Commercial Information by the Dominant Provider to its own divisions, subsidiaries or partners where this is necessary for purposes other than those relating to the provision of network access to those own divisions, subsidiaries or partners; and
- d) such other differences as Ofcom may from time to time consent to in writing.

For the avoidance of any doubt, unless seeking Ofcom’s consent, the Dominant Provider may not rely on any other reasons in seeking to objectively justify the provision in a different manner;

- (x) **“Ethernet Services”** means services presented with the standard networking protocol defined under that name in IEEE 802.3 and published by the Institute of electrical and Electronics Engineers;
- (y) **“Existing Circuits”** means Ethernet Services, WDM Services or Dark Fibre Access services (as applicable in relation to the same service referenced in the relevant Condition) which have been ordered on or before 31 March 2026 for an IEC BT+2, an IEC DF Transition exchange, or in the LLA Area 2 (Transitional) or LLA HNR (Transitional) areas (as applicable);
- (z) **“Fibre-based Network Access”** means the wholesale provision of network access by the Dominant Provider over its electronic communications network where the physical connection between the local access node and the Network Termination Point comprises entirely of optical fibre;

- (aa) **“Fifth Relevant Year”** means the period of 12 months beginning on 1 April 2030 and ending on 31 March 2031;
- (bb) **“Financial Year”** means the period from 1 April in a given year to 31 March in the following year.
- (cc) **“First Relevant Year”** means the period of 12 months beginning on 1 April 2026 and ending on 31 March 2027;
- (dd) **“Fourth Relevant Year”** means the period of 12 months beginning on 1 April 2029 and ending on 31 March 2030.
- (ee) **“FTTP”** means Fibre-to-the-Premises, an Electronic Communications Network consisting of optical fibre extending from the local access node to the Network Termination Point;
- (ff) **“FTTP 80/20 Connection”** shall be construed as having the same meaning as the connection charge for ‘Up to 80Mbit/s / 20Mbit/s data product’, which is the definition and explanation of its GEA – FTTP services set out by the Dominant Provider on its website;
- (gg) **“FTTP 80/20 Rental”** shall be construed as rental services for ‘Up to 80Mbit/s / 20Mbit/s data product’, which is the definition and explanation of its GEA – FTTP services set out by the Dominant Provider on its website;
- (hh) **“Full Exit Date”** means, in relation to a Priority 108 Exchange, the date on which (i) all Third Party Customers have ceased to use network access provided by the Dominant Provider at that exchange, and (ii) all Third Party Customers have terminated all licences to use space and power in that exchange;
- (ii) **“Full Exit Notice”** means, in relation to a Priority 108 Exchange, a written notice that Full Exit Date has been reached at that exchange, to be published in accordance with Condition 8.11;
- (jj) **“GEA”** means Generic Ethernet Access, the BT non-physical wholesale services providing wholesale access to higher speed broadband products;
- (kk) **“GEA – FTTP”** means BT’s product consisting in the provision of GEA services via its FTTP network;
- (ll) **“Homes passed”** means premises:
  - i) with an active connection to the Dominant Provider’s network;
  - ii) with an inactive connection to the Dominant Provider’s network; or
  - iii) where the distribution point contiguous with the customer lead in that will serve the end premises is connected to a node forming part of the Dominant Provider’s network, and when services are provisioned to the end-premises the end user would expect to pay only a published pre-agreed connection charge, if one was to be imposed.
- (mm) **“IEC BT Only”** means the BT exchanges identified as “BT only”, in column D of Schedule 4 of this notification, except that, where such an exchange is also a Priority 108 Exchange, it shall cease to fall within the definition of “IEC BT Only” from the date of publication of a Full Exit Notice;
- (nn) **“IEC BT+1”** means the BT exchanges identified as “BT plus one” in column D of Schedule 4 of this notification, except that, where such an exchange is also a Priority

- 108 Exchange, it shall cease to fall within the definition of “IEC BT+1” from the date of publication of a Full Exit Notice;
- (oo) “**IEC DF Transition**” means the BT exchanges identified as “BT plus two or more new (transitional)” in column D of Schedule 4 of this notification, except that, where such an exchange is also a Priority 108 Exchange, it shall cease to fall within the definition of “IEC DF Transition” from the date of publication of a Full Exit Notice;
- (pp) “**IEC BT+2**” means the BT exchanges identified as “BT plus two or more new” or “BT plus two or more new (transitional)” in column D of Schedule 4 of this notification, except that, where such an exchange is also a Priority 108 Exchange, it shall cease to fall within the definition of “IEC BT+2” from the date of publication of a Full Exit Notice;
- (qq) “**In-Building Handover**” means interconnection between the electronic communications network of the Dominant Provider and the electronic communications network of a Third Party within an MDF/ODF of the Dominant Provider;
- (rr) “**Interconnection Services**” means In-Building Handover;
- (ss) “**LLA Area 2 (Transitional)**” means the areas consisting of the postcode sectors identified as “LLA Area 2 (Transitional)” in Schedule 5 to this notification.
- (tt) “**LLA HNR (Transitional)**” means the areas consisting of the postcode sectors identified as “LLA HNR (Transitional)” in Schedule 5 to this notification.
- (uu) “**Local Access Node**” means either:
- i) an MDF Site;
  - ii) an ODF Site;
  - iii) an operational building designated by the Dominant Provider for use as an ODF Site in future;
  - iv) an operational building of the Dominant Provider or Third Party which is reasonably equivalent to one of the above; or
  - v) an operational building of the Dominant Provider which supports the provision of services to end users and to which the end user is directly connected;
- (vv) “**Local Serving Exchange**” means the site of an operational building of the Dominant Provider, where interconnection is made available by the Dominant Provider to a Third Party for Network Termination Points served by that site for the provision of network access provided by the Dominant Provider in accordance with Condition 1 and Condition 2 (as applicable);
- (ww) “**MDF Site**” means the site of an operational building of the Dominant Provider that houses a main distribution frame;
- (xx) “**MDF/ODF Site**” means the site of an operational building of the Dominant Provider that houses a main distribution frame or an optical distribution frame (for example a Local Serving Exchange);
- (yy) “**Metallic Path Facilities**” or “MPF” means a circuit comprising a pair of twisted metal wires employing electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy to convey signals when connected to an electronic communications network;

- (zz) **“MPF Connection Charge”** shall be construed as having the same meaning as ‘MPF Connection Charge – New Provide Standard’, as provided by the Dominant Provider on its website for definitions and explanations of its products;
- (aaa) **“MPF External Tie Cable”** means a link that connects Metallic Path Facilities to the electronic communications network of a Third Party at a location outside the MDF Site;
- (bbb) **“MPF Internal Tie Cable”** means a link, the whole of which is contained within an MDF Site, that connects Metallic Path Facilities to the electronic communications network of a Third Party;
- (ccc) **“MPF SML1 Rental”** shall be construed as having the same meaning as “MPF Discounted Rental (SML1 in tariff)” as provided by the Dominant Provider on its website for definitions and explanations of its products;
- (ddd) **“Network Termination Point”** means the physical point at which a Relevant Subscriber is provided with access to a public electronic communications network;
- (eee) **“Order”** means a request for network access pursuant to Condition 1 and Condition 2 (as applicable), including a request for an upgrade on bandwidth of an existing service or a request for a change to the product variant of an existing service, submitted to the Dominant Provider by a Third Party;
- (fff) **“Physical Infrastructure Access”** means network access comprising predominantly of the provision of space, anchorage, attachment facilities and/or such other facilities as may be reasonably necessary to permit a Third Party to occupy parts of the Dominant Provider’s Physical Infrastructure sufficient to facilitate the establishment, installation, operation and maintenance of the electronic communications network of a Third Party at that location;
- (ggg) **“PIA Database Access”** means access to an electronic database of up-to-date information (as far as reasonably practicable) held by the Dominant Provider in relation to the Dominant Provider’s Physical Infrastructure, including location and capacity, for the purpose of a Third Party planning the deployment of an electronic communications network to provide electronic communications services over Physical Infrastructure Access. This database shall include any technical specifications or information related to the Dominant Provider’s Physical Infrastructure as OFCOM may from time to time direct;
- (hhh) **“PIA market”** means the area consisting of all postcode sectors in the UK outside of the Hull Area;
- (iii) **“Point of Connection”** means a point at which the Dominant Provider’s electronic communications network and a Third Party’s electronic communications network are connected;
- (jjj) **“Prior Year”** means in relation to each Relevant Year, the period of 12 months ending on 31 March immediately preceding that Relevant Year;
- (kkk) **“Priority 108 Exchange”** means any of the one hundred and eight BT exchanges which BT intends to exit prior to the end of 2030, details of which are set out in the spreadsheet titled ‘Exchange Exit List for Exit by 2030’ available on the Openreach website;



- (lll) **“Reference Offer”** means the terms and conditions on which the Dominant Provider is willing to enter into an Access Agreement;
- (mmm) **“Relevant Commercial Information”** means information of a commercially confidential nature relating to products and services to which Condition 4 applies, and which relates to any or all of the following in relation thereto—
- i) product development;
  - ii) pricing;
  - iii) marketing strategy and intelligence;
  - iv) product launch dates;
  - v) cost;
  - vi) projected sales volumes; or
  - vii) network coverage and capabilities,
- save for any such information in relation to which Ofcom consents in writing that it shall be treated as falling outside this definition;
- (nnn) **“Relevant Subscriber”** means any person who is party to a contract with a provider of public electronic communications services for the supply of such services;
- (ooo) **“Relevant Year”** means each of the following five periods:
- i) the First Relevant Year;
  - ii) the Second Relevant Year;
  - iii) the Third Relevant Year;
  - iv) the Fourth Relevant Year; and
  - v) the Fifth Relevant Year.
- (ppp) **“Retail Inducement Offer”** means an offer to Consumers of money or money’s worth, goods or services (including digital content) as an inducement to purchase a retail broadband service which is provided over the Dominant Provider’s electronic communications network;
- (qqq) **“Second Relevant Year”** means the period of 12 months beginning on 1 April 2027 and ending on 31 March 2028;
- (rrr) **“Service Level Commitment”** means the quality standards that the Dominant Provider must meet when performing its obligations;
- (sss) **“Service Level Guarantees”** means a commitment specifying the amount payable by the Dominant Provider to a Third Party for a failure to adhere to a Service Level Commitment;
- (ttt) **“Shared Access”** means the non-voice band frequency of Metallic Path Facilities;
- (uuu) **“Site Access”** means access (including the right of entry) to the Dominant Provider’s MDF/ODF Sites and/or Local Serving Exchanges in order for a Third Party to install and operate an electronic communications network to provide electronic communications services over network access provided by the Dominant Provider in accordance with Condition 1 and Condition 2 (as applicable);
- (vvv) **“Special Offer”** means a temporary price reduction for a particular product or service, applicable to all customers on a non-discriminatory basis, which is stated to apply for a limited and predefined period and where the price immediately on expiry of that period is no higher than the price immediately before the start of that period;

- (www) **“Sub-Loop Unbundling Service”** means access to Metallic Path Facilities or Shared Access at an intermediate point to the main distribution frame;
  - (xxx) **“Third Party”** means a person providing a public electronic communications service or a person providing a public electronic communications network;
  - (yyy) **“Third Party Customer”** means a Third Party purchasing network access pursuant to Condition 1 and Condition 2 (as applicable) from the Dominant Provider;
  - (zzz) **“Third Relevant Year”** means the period of 12 months beginning on 1 April 2028 and ending on 31 March 2029;
  - (aaaa) **“Virtual Unbundled Local Access”** or **“VULA”** means network access comprising of a virtual circuit between a Point of Connection at the Local Serving Exchange and a Network Termination Point, which circuit provides such specified capacity as is agreed between the Dominant Provider and the Third Party for the Third Party’s exclusive use;
  - (bbbb) **“VULA Bandwidth Change”** shall be construed as having the same meaning as:
    - i) in the case of GEA – FTTC, ‘Bandwidth Modify Charge’;
    - ii) in the case of GEA – FTTP, ‘Charge to change the product bandwidth between any of the products’,
  - (cccc) where the bandwidth change is to allow the Third Party to access a bandwidth of up to 40Mbit/s downstream and up to 10Mbit/s upstream, 55Mbit/s downstream and up to 10Mbit/s upstream or 80Mbit/s downstream and up to 20Mbit/s upstream;
  - (dddd) **“WDM Services”** means services provided using wavelength division multiplexing equipment located at the customer’s premises and which is capable of supporting multiple leased line services over a single fibre or pair of fibres;
  - (eeee) **“Wholesale End-to-End Segments”** means network access connecting an end user premises and another end user premises;
  - (ffff) **“Working Day”** means any day other than Saturdays, Sundays, public holidays or bank holidays in England and Wales, Scotland or Northern Ireland (as applicable); and
  - (gggg) references to the expression electronic communications network for the purposes of the expressions MPF Co-Location, MPF Co-Mingling, MPF Site Access, PIA Co-Location, PIA Co-Mingling, PIA Site Access, SLU MPF Ancillary Services, PIA Co-Location, PIA Co-Mingling, PIA Site Access, VULA Co-Location, VULA Co-Mingling and VULA Site Access, as they apply in Condition 2 of Part 3 shall be limited to those matters set out at section 32(1)(b)(i)-(iii) of the Act.
2. For the purpose of interpreting this Schedule, except in so far as the context otherwise requires, the terms or descriptions of products and/or services used in this Schedule shall be construed as having the same meaning as those provided by the Dominant Provider on its website for definitions and explanations of its products in addition to future product updates. These [product definitions](#), including quality assurance information and pricing are as at 14 March 2025 found as on the product information pages on the website.

## Part 3: SMP conditions

### Condition 1 – Network access on reasonable request

1.1	Except insofar as Ofcom may from time to time otherwise consent in writing, and subject to Conditions 1.2 and 1.6 the Dominant Provider must provide network access to a Third Party where that Third Party, in writing, reasonable requests it.
1.2 (WLA Area 2, WLA Area 3)	Condition 1.1 does not apply to requests for new forms of Copper-based Network Access other than where the new form of Copper-based Network Access requested facilitates the migration of end users provided with Copper-based Network Access to Ultrafast Broadband Services.
1.3	<p>Except where Condition 1.4 applies, the provision of network access by the Dominant Provider in accordance with this Condition must:</p> <ul style="list-style-type: none"> <li>(a) take place as soon as reasonably practicable after receiving the request from a Third Party (and, in any event, in accordance with Condition 10); and</li> <li>(b) be on: <ul style="list-style-type: none"> <li>i) fair and reasonable terms, conditions and charges; and</li> <li>ii) such terms, conditions and charges as Ofcom may from time to time direct.</li> </ul> </li> </ul>
1.4	<p>Subject to Condition 1.5, where any of Conditions 1.9, 6 or 12 apply the provision of network access by the Dominant Provider in accordance with this Condition must:</p> <ul style="list-style-type: none"> <li>(a) take place as soon as reasonably practicable after receiving the request from a Third Party (and, in any event, in accordance with Condition 10); and</li> <li>(b) be on: <ul style="list-style-type: none"> <li>i) fair and reasonable terms and conditions (excluding charges); and</li> <li>ii) such terms and conditions and charges as Ofcom may from time to time direct.</li> </ul> </li> </ul>
1.5 (WLA Area 2, WLA Area 3)	Where a charge control under Condition 12C applies to FTTP 80/20 Connection or FTTP 80/20 Rental, Condition 1.4 is disapplied in relation to the provision of network access by the Dominant Provider to FTTP.
1.6 (WLA Area 2, WLA Area 3)	Where the Dominant Provider has published a First Threshold Notice in relation to a Local Serving Exchange, the requirement to provide network access under Condition 1.1 does not apply to new requests for Copper-based Network Access in respect of any end user supplied with electronic communications services using that Local Serving Exchange provided that Fibre-based Network Access is available to a Third Party on reasonable request in respect of any such end users.

<p><b>1.7</b> <b>(WLA Area 2, WLA Area 3)</b></p>	<p>The Dominant Provider may publish a Threshold Notice in respect of a Local Serving Exchange where:</p> <ul style="list-style-type: none"> <li>(a) Ultrafast network access is available to 75% of Relevant Premises served by that Local Serving Exchange but excluding any premises that Ofcom may from time to time direct ("<b>First Threshold Notice</b>"); or</li> <li>(b) a First Threshold Notice has been published in relation to that Local Serving Exchange for a minimum period of 2 years and Ultrafast network access is available to 100% of Relevant Premises served by that Local Serving Exchange but excluding any premises that Ofcom may from time to time direct ("<b>Second Threshold Notice</b>").</li> </ul>
<p><b>1.8</b> <b>(WLA Area 2, WLA Area 3)</b></p>	<p>A Threshold Notice must state the Local Serving Exchange to which it applies, and</p> <ul style="list-style-type: none"> <li>(a) be published on the Dominant Provider's website; and</li> <li>(b) be sent to Ofcom by means of electronic mail to such person in Ofcom as notified from time to time.</li> </ul>
<p><b>1.9</b> <b>(WLA Area 2, WLA Area 3)</b></p>	<p>Where the Dominant Provider publishes a Second Threshold Notice in relation to a Local Serving Exchange, Condition 1.3 does not apply to Copper-based Network Access in respect of any end user supplied with electronic communications services using that Local Serving Exchange, provided that Fibre-based Network Access is available to a Third Party on reasonable request in respect of any such end users.</p>
<p><b>1.10</b></p>	<p>The provision of network access by the Dominant Provider in accordance with this Condition shall also include such Ancillary Services as are reasonably necessary for the provision of network access and such other entitlements as Ofcom may from time to time direct.</p>
<p><b>1.11</b></p>	<p>The Dominant Provider must comply with any direction Ofcom may make under this Condition.</p>
<p><b>1.12</b> <b>(WLA Area 2, WLA Area 3)</b></p>	<p>In this Condition 1:</p> <ul style="list-style-type: none"> <li>(a) "<b>First Threshold Notice</b>" has the meaning given in Condition 1.7(a);</li> <li>(b) "<b>Relevant Premises</b>" means all premises in a Local Serving Exchange Area as at the date of the First Threshold Notice given in respect of that Local Serving Exchange;</li> <li>(c) "<b>Second Threshold Notice</b>" has the meaning given in Condition 1.7(b);</li> <li>(d) "<b>Ultrafast Broadband Services</b>" means a retail broadband service which offers at least 300Mbit/s download speed and which is provided over the Dominant Provider's electronic communications network; and</li> <li>(e) "<b>Ultrafast network access</b>" means the wholesale provision of network access which can be used to provide Ultrafast Broadband Services and which is provided over the Dominant Provider's electronic communications network.</li> </ul>

## Condition 2 – Specific forms of network access

<p><b>2.1</b></p>	<p>Without prejudice to the generality of Condition 1, except insofar as Ofcom may from time to time otherwise consent in writing, the provision of network access under that Condition must include, where the Third Party, in writing, reasonably requests the form of network access specified in this Condition. For the avoidance of doubt, network access under Condition 2 is also considered to be network access under Condition 1.</p>
<p><b>2.2</b> <b>(PI)</b></p>	<p>Physical Infrastructure Access.</p>
<p><b>2.3</b> <b>(WLA Area 2, WLA Area 3)</b></p>	<p>(a) Metallic Path Facilities; (b) Virtual Unbundled Local Access, including the product bandwidth variant 'up to 80Mbit/s / 20Mbit/s'; and (c) Sub-Loop Unbundling Services.</p>
<p><b>2.4</b> <b>(LLA Area 2, LLA Area 3, LLA HNR, IEC BT Only and IEC BT+1)</b></p>	<p>Subject to Condition 2.12:</p> <p>(a) Ethernet Services including the provision of the following services: i) Access Segments; ii) Backhaul Segments; iii) Wholesale End-to-End Segments, up to a maximum straight-line distance of 25km.</p> <p>(b) WDM Services including the provision of the following services: i) Access Segments; ii) Backhaul Segments; iii) Wholesale End-to-End Segments.</p>
<p><b>2.5</b> <b>(IEC BT Only, IEC BT+1)</b></p>	<p>Subject to Condition 2.11, Dark Fibre Access between:</p> <p>(a) an IEC BT Only or IEC BT+1 exchange; and (b) another BT exchange appearing in Schedule 4 of this notification.</p>
<p><b>2.6</b> <b>(LLA Area 3)</b></p>	<p>Dark Fibre Access including the provision of Access Segments.</p>
<p><b>2.7</b> <b>(IEC BT Only, IEC BT+1, LLA Area 3)</b></p>	<p>Continuous End to End Dark Fibre Access.</p>
<p><b>2.8</b> <b>(IEC DF Transition)</b></p>	<p>For Existing Circuits until 31 March 202[x], and subject to Condition 2.11, Dark Fibre Access between:</p> <p>(a) an IEC DF Transition exchange; and (b) another BT exchange appearing in Schedule 4 of this notification.</p>

<p><b>2.9</b> <b>(IEC BT+2)</b></p>	<p>For Existing Circuits until 31 March 2027, and subject to Condition 2.12:</p> <p>(a) Ethernet Services including the provision of the following services:</p> <ul style="list-style-type: none"> <li>i) Access Segments;</li> <li>ii) Backhaul Segments;</li> <li>iii) Wholesale End-to-End Segments, up to a maximum straight-line distance of 25km.</li> </ul> <p>(b) WDM Services including the provision of the following services:</p> <ul style="list-style-type: none"> <li>i) Access Segments;</li> <li>ii) Backhaul Segments;</li> <li>iii) Wholesale End-to-End Segments.</li> </ul>
<p><b>2.10</b> <b>(LLA HNR</b> <b>(Transitional),</b> <b>LLA Area 2</b> <b>(Transitional))</b></p>	<p>For Existing Circuits until 31 March 2031, Dark Fibre Access including the provision of Access Segments.</p>
<p><b>2.11</b> <b>(IEC BT Only,</b> <b>IEC BT+1, IEC</b> <b>DF Transition)</b></p>	<p>For the avoidance of doubt, the Dominant Provider is not required to provide Dark Fibre Access under Condition 2.5 or Condition 2.8, from or to a Priority 108 Exchange with effect from the date of publication of a Full Exit Notice in relation to that exchange.</p>
<p><b>2.12 (IEC BT</b> <b>Only, IEC</b> <b>BT+1, IEC BT</b> <b>+2)</b></p>	<p>For the avoidance of doubt, the Dominant Provider is not required to provide, under Condition 2.4 or under Condition 2.9:</p> <p>(a) Ethernet Services including the provision of the following services:</p> <ul style="list-style-type: none"> <li>i) Access Segments;</li> <li>ii) Backhaul Segments;</li> <li>iii) Wholesale End-to-End Segments, up to a maximum straight-line distance of 25km.</li> </ul> <p>(b) WDM Services including the provision of the following services:</p> <ul style="list-style-type: none"> <li>i) Access Segments;</li> <li>ii) Backhaul Segments;</li> <li>iii) Wholesale End-to-End Segments.</li> </ul> <p>from or to a Priority 108 Exchange with effect from the date of publication of a Full Exit Notice in relation to that exchange.</p>
<p><b>2.13</b></p>	<p>The provision of network access by the Dominant Provider in accordance with this Condition shall also include such other entitlements as Ofcom may from time to time direct.</p>
<p><b>2.14</b></p>	<p>The Dominant Provider must comply with any direction Ofcom may make from time to time under this Condition.</p>

<b>2.15</b> <b>(IEC BT Only, IEC BT+1, LLA Area 3)</b>	In this Condition 2:  (a) <b>“Continuous End to End Dark Fibre Access”</b> means network access comprising (i) either two Access Segments required under Condition 2.6 or one Access Segment required under Condition 2.6 together with an Access Segment connecting to an end user premises in LLA Area 2; and if applicable, (ii) one or more Backhaul Segments where each segment is required under Condition 2.5.
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### Condition 3 – Requests for new forms of network access

<b>3.1</b>	<p>The Dominant Provider must, for the purposes of transparency, publish guidelines in relation to requests for new forms of network access made to it. Such guidelines must set out:</p> <ul style="list-style-type: none"><li>(a) the form in which such a request should be made;</li><li>(b) the information that the Dominant Provider requires in order to consider a request for a new form of network access;</li><li>(c) the timescales in which such requests will be handled by the Dominant Provider; and</li><li>(d) any provisions directed by Ofcom under Condition 3.5.</li></ul>
<b>3.2</b>	<p>The guidelines must meet the following principles:</p> <ul style="list-style-type: none"><li>(a) the process for consideration of requests shall be documented end-to-end;</li><li>(b) the timescales for each stage of the process shall be reasonable;</li><li>(c) the criteria by which requests will be assessed shall be clearly identified;</li><li>(d) the reasons for rejecting any request shall be clear and transparent; and</li><li>(e) any changes to the guidelines shall be agreed between the Dominant Provider and other communications providers in an appropriate manner.</li></ul>
<b>3.3</b>	<p>The Dominant Provider must, upon reasonable request from a Third Party considering making a request for a new form of network access, provide that Third Party with such information as may be reasonably required to enable that Third Party to make a request for a new form of network access. Such information must be provided within a reasonable period.</p>
<b>3.4</b>	<p>On receipt of a written request for a new form of network access, the Dominant Provider must deal with the request in accordance with the guidelines described in Condition 3.1 above. A modification of a request for a new form of network access which has previously been submitted to the Dominant Provider, and rejected by the Dominant Provider, must be considered as a new request.</p>
<b>3.5</b>	<p>The guidelines published pursuant to Condition 3.1 shall include such provisions as Ofcom may from time to time direct.</p>
<b>3.6</b>	<p>The Dominant Provider must comply with any direction Ofcom may make from time to time under this Condition.</p>



## Condition 4 – No undue discrimination

<p><b>4.1</b></p>	<p>Except insofar as Ofcom may from time to time otherwise consent in writing, the Dominant Provider must not unduly discriminate against particular persons or against a particular description of persons, in relation to the provision of network access in accordance with Conditions 1 and 2, as applicable. The Dominant Provider may be deemed to have shown undue discrimination under this Condition in any of the circumstances set out in Conditions 4.2, 4.4, 4.5, 4.6 or 4.7 in the relevant markets to which such conditions apply.</p>
<p><b>4.2</b></p>	<p>In this Condition, the Dominant Provider may be deemed to have shown undue discrimination if it unfairly favours to a material extent an activity carried on by it so as to place one or more Third Parties at a competitive disadvantage in relation to activities carried on by the Dominant Provider.</p>
<p><b>4.3</b> <b>(PI)</b></p>	<p>The Dominant Provider must publish all such information in relation to the provision of Physical Infrastructure Access provided by the Dominant Provider under Conditions 1 and 2 in such manner and form, and including such content, as Ofcom may from time to time direct for the purposes of providing transparency in relation to the Dominant Provider’s compliance with its obligations under this Condition 4.</p>
<p><b>4.4</b> <b>(WLA Area 2)</b></p>	<p>In this Condition, the Dominant Provider may be deemed to have shown undue discrimination if, in a Relevant Year, it charges different prices in different geographic areas for:</p> <ul style="list-style-type: none"> <li>a) rental services used to provide network access to VULA (other than VULA that is provided over FTTP) or other rental services where those services are being provided in conjunction with such a VULA service for the purposes of providing electronic communications services to end users; or</li> <li>b) Connection Fees payable in connection with the provisioning of rental services falling within (a) of this Condition 4.4.</li> </ul> <p>This Condition 4.4 does not apply to Local Serving Exchanges where the Dominant Provider has published a Second Threshold Notice in relation to that Local Serving Exchange.</p>
<p><b>4.5</b> <b>(WLA Area 2)</b></p>	<p>In this Condition, the Dominant Provider may be deemed to have shown undue discrimination if, in a Relevant Year, it charges different prices in different geographic areas for:</p> <ul style="list-style-type: none"> <li>a) rental services used to provide network access to VULA that is provided over FTTP, or for other rental services where those services are being provided in conjunction with such a VULA service for the purposes of providing electronic communications services to end users; or</li> <li>b) Connection Fees payable in connection with the provisioning of rental services falling within (a) of this Condition 4.5.</li> </ul>
<p><b>4.6</b> <b>(WLA Area 2)</b></p>	<p>In this Condition, the Dominant Provider may be deemed to have shown undue discrimination if, in a Relevant Year, it makes a Retail Inducement Offer, the terms of which are conditional on or vary according to the geographic location of the Consumer.</p>

**4.7**

**(LLA Area 2)**

In this condition, the Dominant Provider may be deemed to have shown undue discrimination if, in a Relevant Year, it charges different prices in different geographic areas for:

- a) rental services used to provide network access to Ethernet Services or WDM Services, or for other rental services in conjunction with such Ethernet Services or WDM Services for the purposes of providing electronic communications services to end users; or
- b) Connection Fees payable in connection with the provisioning of rental services falling within (a) of this Condition 4.7.

## Condition 5 – Equivalence of Inputs basis

<p><b>5.1</b></p> <p><b>(WLA Area 2, WLA Area 3, LLA HNR, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional), IEC BT Only, IEC BT+1, IEC BT+2)</b></p>	<p>Except insofar as Ofcom may from time to time otherwise consent in writing and subject to Conditions 5.2 to 5.5, the Dominant Provider must provide network access in accordance with Conditions 1 and 2 (as applicable) on an Equivalence of Inputs basis.</p>
<p><b>5.2</b></p> <p><b>(IEC BT Only, IEC BT+1, IEC DF Transition, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>The obligation in Condition 5.1 to provide network access on an Equivalence of Inputs basis shall not apply to—</p> <ul style="list-style-type: none"> <li>a) the provision of Sub-Loop Unbundling Services in accordance with Conditions 1 and 2;</li> <li>b) Accommodation Services other than in relation to the allocation of space and power in operational buildings belonging to the Dominant Provider; and</li> <li>c) existing network access which the Dominant Provider was not providing on an Equivalence of Inputs basis as at the date that this Condition enters into force.</li> </ul>
<p><b>5.3</b></p> <p><b>(IEC BT Only, IEC BT+1, IEC DF Transition, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>Where the Dominant Provider provides Dark Fibre Access or Continuous End to End Dark Fibre Access to itself under Conditions 2.6 to 2.8 or 2.10 as an input to other forms of network access provided to Third Party Customers, the obligation under Condition 5.1 to provide network access on an Equivalence of Inputs basis shall not apply.</p>

<p><b>5.4</b></p> <p><b>(LLA Area 2, LLA Area 3, LLA HNR, LLA Area 2 (Transitional), LLA HNR (Transitional), IEC BT Only, IEC BT+1, IEC BT+2)</b></p>	<p>The obligation in Condition 5.1 to provide network access on an Equivalence of Inputs basis shall not apply to any of the following:</p> <ul style="list-style-type: none"> <li>a) Accommodation Services other than in relation to the allocation of space and power in operational buildings belonging to the Dominant Provider;</li> <li>b) WDM Services with a straight line distance of more than 70km;</li> <li>c) a Backhaul Segment connecting a Core Node of the Dominant Provider and another Core Node of the Dominant Provider;</li> <li>d) existing network access which the Dominant Provider was providing but was not required to provide on an Equivalence of Inputs basis as at the date that this Condition enters into force.</li> </ul>
<p><b>5.5</b></p> <p><b>(LLA Area 2, LLA Area 3, LLA HNR, IEC BT Only, IEC BT+1, IEC BT+2)</b></p>	<p>Where WDM Services provided by the Dominant Provider to a Third Party differ from WDM Services provided by the Dominant Provider to itself only in respect of the interface used:</p> <ul style="list-style-type: none"> <li>a) subject to Condition 5.4(b), the obligation in Condition 5.1 shall apply; and</li> <li>b) the obligation in Condition 5.1 shall not apply to the price for the provision of such WDM Services, but the Dominant Provider must ensure that such a price is not unduly discriminatory within the meaning of Condition 4.</li> </ul>
<p><b>5.6</b></p> <p><b>(WLA Area 2, WLA Area 3, LLA HNR, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional), IEC BT Only, IEC BT+1, IEC BT+2)</b></p>	<p>Without prejudice to the generality of Condition 5.1, the Dominant Provider must not provide (or seek to provide) network access for its own services (including for those of its retail divisions, subsidiaries or partners), unless at the same time the Dominant Provider provides and/or offers to provide such network access to Third Parties (other than its retail divisions, subsidiaries or partners) on an Equivalence of Inputs basis.</p>

<p><b>5.7</b></p> <p>(WLA Area 2, WLA Area 3, LLA HNR, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional), IEC BT Only, IEC BT+1, IEC BT+2)</p>	<p>For the avoidance of doubt, the obligations set out in this Condition 5 apply in addition to the obligations set out in Condition 4.</p>
<p><b>5.8</b></p> <p>(LLA Area 2, LLA Area 3, LLA HNR, IEC BT Only, IEC BT+1, IEC BT+2)</p>	<p>In this Condition 5:</p> <ul style="list-style-type: none"> <li>a) <b>“Core Node”</b> means a node at an operational building of the Dominant Provider listed in Schedule 4 of this notification; and</li> <li>b) <b>“Continuous End to End Dark Fibre Access”</b> has the meaning set out in Condition 2.</li> </ul>

## Condition 6 – Basis of charges

6.1	Except insofar as Ofcom may from time to time otherwise consent in writing or Ofcom otherwise directs, the Dominant Provider must secure, and must be able to demonstrate to the satisfaction of Ofcom, that the Electricity Charge when averaged over each Relevant Year is reasonably derived from the costs of provision based on the wholesale electricity charges paid by the Dominant Provider plus an appropriate mark-up to reflect the Dominant Provider’s costs related to its wholesale purchase of electricity and the setting of the Electricity Charge.
6.2 (PI)	<p>Except where Condition 12 applies, or where Ofcom directs otherwise, the Dominant Provider must secure, and must be able to demonstrate to the satisfaction of Ofcom, that each and every charge offered or payable for Physical Infrastructure Access provided under Conditions 1 and 2 when averaged over each Relevant Year is reasonably derived from the costs of provision based on:</p> <ul style="list-style-type: none"> <li>(a) any external charge incurred by the Dominant Provider related to the provision of that Physical Infrastructure Access service;</li> <li>(b) the Dominant Provider’s forward looking long run incremental costs related to the provision of that Physical Infrastructure Access service;</li> <li>(c) an appropriate mark-up for recovery of common costs; and</li> <li>(d) an appropriate return on capital employed.</li> </ul>
6.3	The Dominant Provider must comply with any direction Ofcom may make from time to time under this Condition.
6.4	<p>In this Condition 6:</p> <p><b>“Electricity Charge”</b> means the charge from time to time on a usage per kWh basis for electricity purchased by Third Parties to provide power for equipment used in connection with network access provided under Conditions 1 and 2.</p>

## Condition 7 – Publication of a Reference Offer

<b>7.1</b>	Except in so far as Ofcom may from time to time otherwise consent in writing, the Dominant Provider must publish a Reference Offer in relation to the provision of network access pursuant to Conditions 1 and 2 (as applicable) and act in the manner set out below.
<b>7.2</b>	<p>Subject to Condition 7.17, the Dominant Provider must ensure that a Reference Offer in relation to the provision of network access pursuant to Conditions 1 and 2 (as applicable) includes, where applicable, at least the following, and any other matters Ofcom may direct from time to time —</p> <ul style="list-style-type: none"><li>(a) a description of the network access to be provided, including technical characteristics (which shall include information on network configuration where necessary to make effective use of network access);</li><li>(b) the locations at which network access will be provided;</li><li>(c) any relevant technical standards for network access (including any usage restrictions and other security issues);</li><li>(d) the conditions for access to ancillary, supplementary and advanced services (including operational support systems, information systems or databases for pre-ordering, provisioning, ordering, maintenance and repair requests and billing);</li><li>(e) any ordering and provisioning procedures;</li><li>(f) relevant charges, terms of payment and billing procedures;</li><li>(g) details of maintenance and quality as follows—<ul style="list-style-type: none"><li>i) specific time scales for the acceptance or refusal of a request for supply and for completion, testing and hand-over or delivery of services and facilities, and for provision of support services (such as fault handling and repair);</li><li>ii) service level commitments, namely the quality standards that each party must meet when performing its contractual obligations;</li><li>iii) the amount of compensation payable by one party to another for failure to perform contractual commitments;</li><li>iv) a definition and limitation of liability and indemnity; and</li><li>v) procedures in the event of alterations being proposed to the service offerings, for example, launch of new services, changes to existing services or change to prices;</li></ul></li><li>(h) details of measures to ensure compliance with requirements for network integrity;</li><li>(i) details of any relevant intellectual property rights;</li><li>(j) a dispute resolution procedure to be used between the parties;</li><li>(k) details of duration and renegotiation of agreements;</li><li>(l) provisions regarding confidentiality of the agreements;</li></ul>

	<p>(m) rules of allocation between the parties when supply is limited (for example, for the purpose of providing Accommodation Services or location of masts);</p> <p>(n) the standard terms and conditions for the provision of network access;</p> <p>(o) details of interoperability tests; and</p> <p>(p) details of traffic and network management.</p>
<p><b>7.3</b> <b>(PI)</b></p>	<p>Subject to Condition 7.17, and to the extent not already required by Condition 7.2, the Dominant Provider must ensure that a Reference Offer in relation to the provision of Physical Infrastructure Access pursuant to Conditions 1 and 2 (as applicable) also includes at least the following:</p> <ul style="list-style-type: none"> <li>(a) the location of Physical Infrastructure or the method by which Third Parties may obtain information about the location of Physical Infrastructure;</li> <li>(b) technical specifications for Physical Infrastructure Access including: <ul style="list-style-type: none"> <li>i) technical specifications for permitted cables and associated equipment;</li> <li>ii) cable installation, attachment and recovery methods;</li> <li>iii) technical specifications relevant when Third Parties elect to undertake repair works on behalf of the Dominant Provider; and</li> <li>iv) technical specifications relevant when Third Parties elect to undertake build works on behalf of the Dominant Provider;</li> </ul> </li> <li>(c) the methodology for calculating availability of spare capacity in Physical Infrastructure;</li> <li>(d) procedures for the provision of information to Third Parties about spare capacity, including arrangements for visual surveys of Physical Infrastructure to determine spare capacity;</li> <li>(e) conditions for reserving capacity that shall apply equally to the Dominant Provider and Third Parties;</li> <li>(f) conditions for the installation and recovery of cables and associated equipment;</li> <li>(g) arrangements for relieving congested Physical Infrastructure, including the repair of existing faulty infrastructure and the construction of new Physical Infrastructure;</li> <li>(h) conditions for Third Parties to gain access to the Physical Infrastructure including if appropriate training, certification and authorisation requirements for personnel permitted to access and work in/on Physical Infrastructure;</li> <li>(i) the arrangements for maintenance of cables and associated equipment installed by Third Parties and of the Physical Infrastructure, including provision for the temporary occupation of additional infrastructure capacity for the installation of replacement cables;</li> <li>(j) conditions for the inspection of the Physical Infrastructure at which access is available or at which access has been refused on grounds of lack of capacity;</li> </ul>



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|  | <ul style="list-style-type: none"><li>(k) the information that a Third Party is required to provide to the Dominant Provider where that Third Party is requesting the repair of existing faulty infrastructure and/or the construction of new Physical Infrastructure necessary for the Service Level Commitments and Service Level Guarantees required by Conditions 7.3(l) and (m) below;</li><li>(l) Any reasonably necessary Service Level Commitments including in respect of at least the following:<ul style="list-style-type: none"><li>i) the provision by the Dominant Provider to a Third Party of a Response Notice (other than where a Response Notice is not required);</li><li>ii) the completion by the Dominant Provider of any works necessary to relieve congested Physical Infrastructure including the repair of existing faulty infrastructure and the construction of new Physical Infrastructure other than a congested Pole;</li><li>iii) the provision by the Dominant Provider of a response to a request by a Third Party to undertake works itself to relieve congested Physical Infrastructure (other than where a response is not required);</li><li>iv) the provision by the Dominant Provider to a Third Party of a Pole Response Notice; and</li><li>v) the completion by the Dominant Provider of any works necessary to relieve a congested Pole.</li></ul></li><li>(m) Service Level Guarantees in respect of the Service Level Commitments specified in Condition 7.3(l) above;</li><li>(n) conditions for the provision of forecasts by Third Parties in respect of their future requirements for Physical Infrastructure Access; and</li><li>(o) conditions on which Third Parties may elect to undertake repair or build works on behalf of the Dominant Provider.</li></ul> |
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**7.4**

**(WLA Area 2,  
WLA Area 3)**

Subject to Condition 7.17, and to the extent not already required by Condition 7.2, the Dominant Provider must ensure that a Reference Offer in relation to the provision of Metallic Path Facilities pursuant to Conditions 1 and 2 (as applicable) also includes at least the following:

- (a) the location of MDF Sites;
- (b) the area within which network access to Metallic Path Facilities could be made available from each of the MDF Sites listed under (a) above;
- (c) the availability of MPF Co-Location (including the options for such co-location) at each of the MDF Sites listed under (a) above;
- (d) equipment characteristics, including any restrictions on equipment for the purposes of MPF Co-Location at each of the MDF Sites listed under (a) above;
- (e) conditions for MPF Site Access at each of the MDF Sites listed under (a) above, including conditions for access for staff of those Third Parties to whom the Dominant Provider provides Local Loop Unbundling Services;
- (f) conditions for the inspection of MDF Sites at which MPF Co-Location is available or at which MPF Co-Location has been refused on grounds of lack of capacity;
- (g) safety standards;
- (h) the relevant charges (or charging formulae) for each feature, function and facility involved in the provision of Metallic Path Facilities;
- (i) anything which may reasonably be regarded as being likely to materially affect the availability of the relevant Metallic Path Facilities;
- (j) Service Level Commitments in respect of at least the following aspects of that service:
  - i) availability of an appointment for the provision of the service;
  - ii) attending appointments for the provision of the service;
  - iii) completion of the provision of the service;
  - iv) completion of the transfer of the service;
  - v) line working at completion of provisioning process;
  - vi) disconnections made in error;
  - vii) fault repair times;
  - viii) attending fault repair appointments; and
  - ix) availability of the relevant operational support systems by which requests for service provision, transfers and fault repair are made as applicable; and
- (k) Service Level Guarantees in respect of the Service Level Commitments specified in Condition 7.4(j)(i) to (j)(ix) above.

<p><b>7.5</b> <b>(WLA Area 2, WLA Area 3)</b></p>	<p>Subject to Condition 7.17, and to the extent not already required by Condition 7.2, the Dominant Provider must ensure that a Reference Offer made in relation to the provision of Virtual Unbundled Local Access pursuant to Conditions 1 and 2 (as applicable) includes–</p> <ul style="list-style-type: none"> <li>(a) Service Level Commitments in respect of at least the following aspects of that service: <ul style="list-style-type: none"> <li>i) availability of an appointment for the provision of the service;</li> <li>ii) attending appointments for the provision of the service;</li> <li>iii) completion of the provision of the service;</li> <li>iv) completion of the transfer of the service;</li> <li>v) line working at completion of provisioning process;</li> <li>vi) disconnections made in error;</li> <li>vii) fault repair times;</li> <li>viii) attending fault repair appointments; and</li> <li>ix) availability of the relevant operational support systems by which requests for service provision, transfers and fault repair are made as applicable; and</li> </ul> </li> <li>(b) Service Level Guarantees in respect of the Service Level Commitments specified in Condition 7.5(a)(i) to (a)(ix) above.</li> </ul>
<p><b>7.6</b> <b>(LLA Area 2, LLA Area 3, LLA HNR, IEC BT Only, IEC BT+1, IEC BT+2)</b></p>	<p>Subject to Condition 7.17, and to the extent not already required by Condition 7.2, the Dominant Provider must ensure that a Reference Offer in relation to the provision of Ethernet Services pursuant to Conditions 1 and 2 (as applicable) includes, where applicable, at least the following details of maintenance and quality, and any other matters Ofcom may direct from time to time:</p> <ul style="list-style-type: none"> <li>(a) Service Level Commitments in respect of at least the following aspects of that service: <ul style="list-style-type: none"> <li>i) completion of the provision of the service; and</li> <li>ii) fault repair times; and</li> </ul> </li> <li>(b) Service Level Guarantees in respect of the Service Level Commitments specified in Condition 7.6 (a) above.</li> </ul>
<p><b>7.7</b> <b>(LLA Area 2, LLA Area 3, LLA HNR, IEC BT Only, IEC BT +1, IEC BT+2)</b></p>	<p>Subject to Condition 7.17, and to the extent not already required by Condition 7.2, the Dominant Provider must ensure that a Reference Offer in relation to the provision of WDM Services pursuant to Conditions 1 and 2 (as applicable) includes, where applicable, at least the following details of maintenance and quality, and any other matters Ofcom may direct from time to time:</p> <ul style="list-style-type: none"> <li>(a) Service Level Commitments in respect of at least the following aspects of that service: <ul style="list-style-type: none"> <li>i) completion of the provision of the service; and</li> <li>ii) fault repair times; and</li> </ul> </li> <li>(b) Service Level Guarantees in respect of the Service Level Commitments specified in Condition 7.7 (a) above.</li> </ul>

<p><b>7.8</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional), IEC BT Only, IEC BT+1, IEC DF Transition)</b></p>	<p>Subject to Condition 7.17, and to the extent not already required by Condition 7.2, the Dominant Provider must ensure that a Reference Offer in relation to the provision of Dark Fibre Access pursuant to Conditions 1 and 2 (as applicable) includes, where applicable, at least the following details of maintenance and quality, and any other matters Ofcom may direct from time to time:</p> <ul style="list-style-type: none"> <li>(a) Service Level Commitments in respect of at least the following aspects of that service: <ul style="list-style-type: none"> <li>i) completion of the provision of the service; and</li> <li>ii) fault repair times; and</li> </ul> </li> <li>(b) Service Level Guarantees in respect of the Service Level Commitments specified in Condition 7.8 (a) above.</li> </ul>
<p><b>7.9</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional), IEC BT Only, IEC BT+1, IEC DF Transition)</b></p>	<p>Subject to Condition 7.17, and to the extent not already required by Condition 7.2, the Dominant Provider shall ensure that a Reference Offer in relation to the provision of Dark Fibre Access pursuant to Conditions 1 and 2 (as applicable) includes an explanation of differences (if any) between:</p> <ul style="list-style-type: none"> <li>(a) the matters set out in Condition 7.2 which apply to the provision of Dark Fibre Access; and</li> <li>(b) the matters set out in Condition 7.2 which apply to the provision of the services corresponding to the optical fibre elements of each of the services made available pursuant to Conditions 2.4(a) and 2.4(b) above.</li> </ul>
<p><b>7.10</b></p>	<p>To the extent that the Dominant Provider provides to itself network access that:</p> <ul style="list-style-type: none"> <li>(a) is the same, similar or equivalent to that provided to any Third Party; or</li> <li>(b) may be used for a purpose that is the same, similar or equivalent to that provided to any Third Party;</li> </ul> <p>in a manner that differs from that detailed in a Reference Offer in relation to network access provided to any Third Party, the Dominant Provider must ensure that it publishes a Reference Offer in relation to the network access that it provides to itself which includes, where relevant, at least those matters detailed in Condition 7.2(a) to (p) and any other matters Ofcom may direct from time to time .</p>
<p><b>7.11</b></p>	<p>The Dominant Provider must, on the date that this Condition enters into force, publish a Reference Offer in relation to any network access that it is providing as at the date that this Condition enters into force.</p>
<p><b>7.12</b></p>	<p>The Dominant Provider must update and publish the Reference Offer in relation to any amendments or in relation to any further network access provided as soon as reasonably practicable after the date that this Condition enters into force.</p>
<p><b>7.13</b></p>	<p>Publication referred to above shall be effected by the Dominant Provider placing a copy of the Reference Offer on any relevant publicly accessible website operated or controlled by the Dominant Provider</p>
<p><b>7.14</b></p>	<p>The Dominant Provider must send a copy of the current version of the Reference Offer to any person at that person’s written request (or such parts as have been requested).</p>

7.15	Where Service Level Guarantees are required by this Condition 7, any payments required by the Service Level Guarantees must be provided proactively, and without prejudice to the right of either party to claim for additional loss.
7.16	The Dominant Provider must make such modifications to the Reference Offer as Ofcom may direct from time to time.
7.17	The Dominant Provider must provide network access at the charges, terms and conditions in the relevant Reference Offer and must not depart from them either directly or indirectly.
7.18	The Dominant Provider must comply with any direction Ofcom may make from time to time under this Condition.
7.19 (PI)	<p>In this Condition 7:</p> <ul style="list-style-type: none"> <li>(a) <b>“Response Notice”</b> means a notice responding to a request by a Third Party for Physical Infrastructure Access, including where relevant to relieve congested Physical Infrastructure, including the repair of existing faulty infrastructure and the construction of new Physical Infrastructure, other than a congested Pole which confirms either: <ul style="list-style-type: none"> <li>i) that the request has been accepted by the Dominant Provider and how the Dominant Provider proposes to relieve any congestion; or</li> <li>ii) that the request has been refused by the Dominant Provider and the reasons for the refusal of the request.</li> </ul> </li> <li>(b) <b>“Pole Response Notice”</b> means a notice responding to a request by a Third Party for the Dominant Provider to relieve a congested Pole which confirms either: <ul style="list-style-type: none"> <li>i) that the request has been accepted by the Dominant Provider and how the Dominant Provider proposes to relieve any congestion; or</li> <li>ii) that the request has been refused by the Dominant Provider and the reasons for the refusal of the request.</li> </ul> </li> <li>(c) <b>“Pole”</b> means any pole forming part of the Dominant Provider’s Physical Infrastructure.</li> </ul>

## Condition 8 – Notification of charges and terms and conditions and other matters

<p><b>8.1</b></p>	<p>Except in so far as Ofcom may from time to time otherwise consent in writing, the Dominant Provider must publish charges, terms and conditions and act in the manner set out in this Condition or any other manner as Ofcom may from time to time direct.</p>
<p><b>8.2</b> <b>(WLA Area 2, WLA Area 3)</b></p>	<p>Where it is proposing to publish a First Threshold Notice or a Second Threshold Notice in relation to a Local Serving Exchange in accordance with Condition 1.7 a minimum of 12 months before the proposed date of publication of the First Threshold Notice or the Second Threshold Notice the Dominant Provider must publish and send to Ofcom in writing, a notice containing the expected date for publication of the First Threshold Notice or the Second Threshold Notice in relation to that Local Serving Exchange.</p>
<p><b>8.3</b></p>	<p>Where it proposes an Access Change, the Dominant Provider must send to Ofcom, and to every person with whom it has entered into an Access Agreement pursuant to Condition 1 or Conditions 1 and 2 (as applicable), an Access Change Notice.</p>
<p><b>8.4</b></p>	<p>The obligation in Condition 8.3 shall not apply where the Access Change is directed or determined by Ofcom or is a consequence of such direction or determination (including pursuant to the setting of an SMP services condition under the power in section 45 of the Act) or required by a notification or enforcement notification issued by Ofcom under sections 96A or 96C of the Act.</p>

<p><b>8.5</b></p>	<p>An Access Change Notice must:</p> <ul style="list-style-type: none"> <li>(a) in the case of an Access Change involving new network access, be sent not less than 28 days before any such amendment comes into effect;</li> <li>(b) in the case of an Access Change relating solely to a reduction in the price of existing network access (including, for the avoidance of doubt, the introduction of a Special Offer), be sent not less than 28 days before any such amendment comes into effect;</li> <li>(c) in the case of an Access Change relating to the end of a Special Offer, or an increase to a price offered as a Special Offer (where the increased price is still a Special Offer), with no other amendments to the terms and conditions of a Special Offer, be sent not less than 28 days before any such amendment comes into effect;</li> <li>(d) in the case of an Access Change relating to an amendment to the terms and conditions of a Special Offer (other than relating to price or an extension of the duration of the Special Offer), be sent not less than 28 days before any such amendment comes into effect;</li> <li>(e) in the case of an Access Change relating solely to an extension of the duration of a Special Offer at the same price or a lower price with no other amendments to the terms and conditions of the Special Offer, be sent at least one Working Day before such amendment comes into effect;</li> <li>(f) in the case of any other Access Change involving existing network access and not relating to the terms of a Special Offer, be sent not less than 90 days before any such amendment comes into effect.</li> </ul> <p>For the avoidance of doubt, where the Dominant Provider provides network access under a Special Offer, the Dominant Provider is not required to give an Access Change Notice when the price is increased in accordance with the stated terms of the Special Offer.</p>
<p><b>8.6</b> <b>(WLA Area 2, WLA Area 3, LLA Area 2, LLA Area 3, LLA HNR, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>In the case of an Access Change involving new or existing network access where the price or other contractual conditions are conditional on the volume and/or range of services purchased, the Access Change Notice must be sent not less than 120 days before any such amendment comes into effect.</p>
<p><b>8.7</b> <b>(LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>In the case of an Access Change relating to the ECC Balancing Charge calculated in accordance with Condition 12G.12, an Access Change must also be sent 90 days after the end of each Financial Year.</p>

<b>8.8</b>	<p>The Dominant Provider must ensure that an Access Change Notice includes—</p> <ul style="list-style-type: none"> <li>(a) a description of the network access in question;</li> <li>(b) a reference to the location in the Dominant Provider’s current Reference Offer of the terms and conditions associated with the provision of that network access;</li> <li>(c) the current and proposed new charge and/or current and proposed new terms and conditions (as the case may be); and</li> <li>(d) the date on which, or the period for which, the Access Change will take effect (the “effective date”).</li> </ul>
<b>8.9</b>	<p>The Dominant Provider must not apply any Access Change identified in an Access Change Notice before the effective date.</p>
<b>8.10</b>	<p>To the extent that the Dominant Provider provides to itself network access that—</p> <ul style="list-style-type: none"> <li>(a) is the same, similar or equivalent to that provided to any Third Party; or</li> <li>(b) may be used for a purpose that is the same, similar or equivalent to that provided to any Third Party,</li> </ul> <p>in a manner that differs from that detailed in an Access Change Notice in relation to network access provided to any Third Party, the Dominant Provider must ensure that it sends to Ofcom a notice in relation to the network access that it provides to itself which includes, where relevant, at least those matters detailed in Conditions 8.8(a) to (d) and, where the Dominant Provider amends the charges, terms and conditions on which it provides itself with network access, it must ensure it sends to Ofcom a notice equivalent to an Access Change Notice.</p>
<b>8.11</b>	<p>Except in so far as far as Ofcom may from time to time otherwise consent in writing, where the Dominant Provider provides network access pursuant to Conditions 1 and 2 (as applicable) in a Priority 108 Exchange, the Dominant Provider must publish a written notice (the “Full Exit Notice”) within a reasonable time period after the Full Exit Date for that exchange has been reached.</p>
<b>8.12</b>	<p>The Dominant provider must ensure that a Full Exit Notice includes—</p> <ul style="list-style-type: none"> <li>(a) the name of the relevant Priority 108 Exchange;</li> <li>(b) the MDF id associated with that Priority 108 Exchange; and</li> <li>(c) the Full Exit Date for that Priority 108 Exchange.</li> </ul>
<b>8.13</b>	<p>Publication referred to in Condition 8.11 must be effected by the Dominant Provider-</p> <ul style="list-style-type: none"> <li>(a) placing a copy of the Full Exit Notice on any relevant publicly accessible website operated or controlled by the Dominant Provider; and</li> <li>(b) sending a copy of the Full Exit Notice to Ofcom.</li> </ul>
<b>8.14</b>	<p>The Dominant Provider must comply with any direction Ofcom may make from time to time under this Condition.</p>



**8.15**

In this Condition 8:

- (a) **“Special Offer”** means a temporary price reduction for a particular product or service, applicable to all customers on a non-discriminatory basis, which is stated to apply for a limited and predefined period and where the price immediately on expiry of that period is no higher than the price immediately before the start of that period;
- (b) **“Access Change”** means any amendment to the charges, terms and conditions on which the Dominant Provider provides network access pursuant to Conditions 1 and 2 or in relation to any charges for new network access pursuant to Conditions 1 and 2; and
- (c) **“Access Change Notice”** means a notice given by the Dominant Provider of an Access Change.

## Condition 9 – Notification of technical information

<p><b>9.1</b></p>	<p>Except in so far as Ofcom may from time to time otherwise consent in writing, where the Dominant Provider provides network access pursuant to Conditions 1 and 2 (as applicable) and proposes new or amended terms and conditions relating to the following—</p> <ul style="list-style-type: none"> <li>(a) technical characteristics (including information on network configuration, where necessary, to make effective use of the network access provided);</li> <li>(b) the locations at which network access will be provided; or</li> <li>(c) technical standards (including any usage restrictions and other security issues),</li> </ul> <p>the Dominant Provider must publish a written notice (the “<b>Notice</b>”) of the new or amended terms and conditions within a reasonable time period. Other than where the new or amended terms and conditions are a consequence of new or amended technical specifications determined by NICC Standards Limited (whose registered company number is 6613589), that reasonable notice must be not less than 90 days before either the Dominant Provider enters into an Access Agreement to provide the new network access or the amended terms and conditions of an existing Access Agreement come into effect</p>
<p><b>9.2</b></p>	<p>The obligation in Condition 9.1 shall not apply where the new or amended charges or terms and conditions are directed or determined by Ofcom or is a consequence of such direction or determination (including pursuant to the setting of an SMP services condition under the power in section 45 of the Act) or are required by a notification or enforcement notification issued by Ofcom under sections 96A or 96C of the Act;</p>
<p><b>9.3</b></p>	<p>The Dominant Provider must ensure that the Notice includes—</p> <ul style="list-style-type: none"> <li>(a) a description of the network access in question;</li> <li>(b) a reference to the location in the Dominant Provider’s Reference Offer of the relevant terms and conditions associated with the provision of that network access; and</li> <li>(c) the date on which or the period for which the Dominant Provider may enter into an Access Agreement to provide the new network access will be available or any amendments to the relevant terms and conditions will take effect (the “effective date”).</li> </ul>
<p><b>9.4</b></p>	<p>The Dominant Provider must not enter into an Access Agreement containing the terms and conditions identified in the Notice or apply any new relevant terms and conditions identified in the Notice before the effective date.</p>

**9.5**

Publication referred to in Condition 9.1 must be effected by the Dominant Provider—

- (a) placing a copy of the Notice on any relevant publicly accessible website operated or controlled by the Dominant Provider;
- (b) sending a copy of the Notice to Ofcom;
- (c) where the Notice identifies an amendment to existing relevant terms and conditions, sending a copy of the Notice to every person with which the Dominant Provider has entered into an Access Agreement pursuant to Conditions 1 and 2 (as applicable); and
- (d) sending a copy of the Notice to any person at that person's written request. The provision of such a copy of the Notice by the Dominant Provider may be subject to a reasonable charge.

## Condition 10 – Quality of service

<b>10.1</b>	The Dominant Provider must comply with all such quality of service requirements as Ofcom may from time to time direct in relation to network access provided by the Dominant Provider pursuant to Conditions 1 and 2 (as applicable).
<b>10.2</b>	Except insofar as Ofcom may otherwise consent in writing the Dominant Provider must publish all such information as to the quality of service in relation to network access provided by the Dominant Provider pursuant to Conditions 1 and 2 (as applicable), in such manner and form, and including such content, as Ofcom may from time to time direct.

## Condition 11 – Regulatory Financial Reporting

### Interpretation

11.1	In this condition the following terms shall have the following meanings:
	<ul style="list-style-type: none"><li>(a) <b>“Accounting Methodology Documents”</b> means the documentation maintained by the Dominant Provider setting out in detail the rules, policies, methods, allocations, calculations, assumptions, procedures and Processes used by the Dominant Provider for the purpose of preparing Regulatory Financial Statements in accordance with the Regulatory Accounting Principles;</li><li>(b) <b>“Accounting Policies”</b> means the manner in which the Dominant Provider applies the requirements of the Regulatory Accounting Principles in each of the Regulatory Financial Statements;</li><li>(c) <b>“Alternative Regulatory Auditor”</b> means any auditor not for the time being appointed as the Dominant Provider’s Regulatory Auditor;</li><li>(d) <b>“Additional Procedures”</b> means an engagement under which the Regulatory Auditor or another person independent from the Dominant Provider performs a set of procedures required by Ofcom and based on Ofcom’s specific requirements in relation to the Regulatory Financial Statements, and reports the findings of that work to Ofcom;</li><li>(e) <b>“Attribution Methods”</b> means the practices used by the Dominant Provider to attribute revenue (including appropriate Transfer Charges), costs (including appropriate Transfer Charges), assets and liabilities to activities or other attribution layers and on to SMP Wholesale Services, Non-SMP Wholesale Services, and Retail Services;</li><li>(f) <b>“Basket”</b> means any group of SMP Wholesale services (described as a basket) on which the Dominant Provider is required by a direction given under this SMP condition to report;</li><li>(g) <b>“Change Control Notification”</b> has the meaning given to it Condition 11.27;</li><li>(h) <b>“Current Year Figures”</b> means, in relation to any set of Regulatory Financial Statements, the amounts relating to the Financial Year to which the statements relate;</li><li>(i) <b>“External Wholesale Services”</b> means Wholesale Services available for use by communications providers other than the Dominant Provider (which for the avoidance of doubt may also be available for use by the Dominant Provider as Internal Wholesale Services);</li><li>(j) <b>“Financial Year”</b> means a financial year of the Dominant Provider in respect of which the Statutory Financial Statements are required to be (or to have been) prepared and audited in accordance with the requirements of the Companies Act 2006;</li><li>(k) <b>“ICAEW Guidance”</b> means guidance issued by the Institute of Chartered Accountants in England &amp; Wales regarding reporting to regulators on regulated accounts;</li><li>(l) <b>“Internal Wholesale Services”</b> means Wholesale Services available for use by the Dominant Provider only (which for the avoidance of doubt</li></ul>

may also be available for use by communications providers other than the Dominant Provider as External Wholesale Services);

- (m) **“Market”** means the markets to which these Conditions apply;
- (n) **“Material Error”** means a deviation from accuracy or correctness which meets the materiality threshold directed by Ofcom from time to time for the purpose of these Conditions;
- (o) **“Material Difference”** means a difference identified in a systems reconciliation report which meets the materiality threshold directed by Ofcom from time to time for the purpose of these Conditions;
- (p) **“Network Component”** means an element of the network that is used to provide Wholesale Services, as specified in the Network Component List or in any direction given by Ofcom from time to time for the purposes of these Conditions;
- (q) **“Network Component List”** means the document published from time to time by the Dominant Provider in accordance with these Conditions, which contains the information specified in Condition 11.24;
- (r) **“Network Diagram”** means a schematic or illustration of the networks operated by BT showing how Network Components representing physical parts of the network logically relate to each other, such as exchanges, duct, poles, cables, cabinets, nodes, equipment, and connections to customer premises;
- (s) **“Non-SMP Wholesale Services”** means Wholesale Services that are not comprised in a market in which the Dominant Provider has SMP;
- (t) **“Prior Year Comparatives”** means, in relation to any set of Regulatory Financial Statements, the amounts relating to the Financial Year immediately preceding the Financial Year to which the Regulatory Financial Statements relate, re-stated if necessary to ensure that such figures are comparable to the Current Year Figures;
- (u) **“Process”** means the series of inter-related activities or actions to obtain, record or hold data or information or to carry out any operation or set of operations on the data or information, including:
  - i) organisation, storage, adaptation, or alteration of the data or information;
  - ii) retrieval, consultation, computation or use of the data or information;
  - iii) disclosure of the data or information by transmission, dissemination, or otherwise making available; or
  - iv) alignment, combination, blocking, erasing or destruction of the data or information;
- (v) **“Regulatory Accounting Methodology”** means the rules, policies, methods, allocations, calculations, assumptions and processes used by the Dominant Provider for the purpose of preparing Regulatory Financial Statements;
- (w) **“Regulatory Accounting Principles”** means the principles directed by Ofcom and given that name from time to time for the purpose of these Conditions;

- (x) **“Regulatory Accounting System”** means the set of computerised and manual accounting methods, procedures, processes and controls established to determine and attribute the costs, revenues, assets and liabilities and summarise, interpret, and present the resultant financial data in an accurate and timely manner;
- (y) **“Regulatory Auditor”** means the auditor for the time being appointed by the Dominant Provider in accordance with these Conditions;
- (z) **“Regulatory Financial Statement”** means any financial statement in respect of a Financial Year prepared or required to be prepared by the Dominant Provider in accordance with these Conditions;
- (aa) **“Retail Services”** means services used by or offered to any end users (including the Dominant Provider);
- (bb) **“Shared Ancillary”** means any of: the services included in the definition of Cablelink Services in section 3 of the Annex to Condition 12F; the services included in the definition of Co-Mingling New Provide and Rental Services in Part 4 of Annex 1 to Condition 12B; Accommodation Services in section 1 of the Annex to Condition 12F; Overlapping Accommodation Services in section 2 of the Annex to Condition 12F or Electricity Charge as defined in Condition 6.4(a);
- (cc) **“SMP Wholesale Services”** means Wholesale Services that are provided in a market in which the Dominant Provider has SMP;
- (dd) **“Statutory Accounting Standards”** means the accounting standards, including the requirements of the Companies Act 2006, by reference to which the Dominant Provider is required to prepare the Statutory Financial Statements;
- (ee) **“Statutory Auditor”** means the auditor for the time being appointed by the Dominant Provider in accordance with the requirements of the Companies Act 2006;
- (ff) **“Statutory Financial Statements”** means any annual account required to be prepared by the Dominant Provider in accordance with the requirements of the Companies Act 2006;
- (gg) **“Transfer Charge”** means the charge or price that is applied, or deemed to be applied, within the Dominant Provider by one division or business unit of the Dominant Provider to another for the use or provision of an activity or group of activities. For the avoidance of doubt, such activities or group of activities include, amongst other things, Wholesale Services provided from, to or within the Market and the use of Network Components in the Market;
- (hh) **“Transfer Charge System Methodology”** means the methodology of the system employed by the Dominant Provider which enables an activity to use a service or good from another activity and to account for it as though it had purchased that service or good from an unrelated party (including accounting for it at an appropriate amount);
- (ii) **“Wholesale Catalogue”** means the documentation required to be produced by the Dominant Provider under Condition 11.38;
- (jj) **“Wholesale Services”** means services related to network access on the Dominant Provider’s network used by or offered to any communications

	<p>provider (including the Dominant Provider), including services provided in a Market in relation to which the Dominant Provider has SMP and services that are not comprised in a Market in relation to which the Dominant Provider has SMP.</p>
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### General requirements

<b>11.2</b>	<p>The Dominant Provider must maintain a separation for accounting purposes between such different matters relating to network access to the relevant network or the availability of the relevant facilities, as required by Conditions 11.4 to 11.40 including as Ofcom may from time to time direct under those Conditions 11.4 to 11.40.</p>
<b>11.3</b>	<p>The Dominant Provider must comply with such rules made by Ofcom about the use of cost accounting systems as required by Conditions 11.4 to 11.40 and must comply with such requirements about the description to be made available to the public of the cost accounting system as required by Conditions 11.4 to 11.40 in each case including as Ofcom may from time to time direct under Conditions 11.4 to 11.40.</p>
<b>11.4</b>	<p>Except in so far as Ofcom may consent otherwise in writing, the Dominant Provider shall act in the manner set out in these Conditions.</p>
<b>11.5</b>	<p>Ofcom may from time to time make such directions as they consider appropriate in relation to the Dominant Provider's obligations under these Conditions.</p>
<b>11.6</b>	<p>The Dominant Provider shall comply with any direction Ofcom may make from time to time under these Conditions.</p>
<b>11.7</b>	<p>Where the Dominant Provider is required to comply with:</p> <ul style="list-style-type: none"> <li>(a) these Conditions; and</li> <li>(b) the Regulatory Accounting Principles,</li> </ul> <p>and it appears to the Dominant Provider that any of these requirements conflict with each other in a particular case, the Dominant Provider must resolve such conflict by giving priority to them in the order in which they are set out above.</p>
<b>11.8</b>	<p>For the purpose of these Conditions, publication shall be effected by:</p> <ul style="list-style-type: none"> <li>(a) placing a copy of the relevant information on any relevant publicly available website operated or controlled by the Dominant Provider; and</li> <li>(b) sending a copy of the relevant information to any person at that person's written request.</li> </ul>
<b>11.9</b>	<p>The Accounting Methodology Documents, Regulatory Financial Statements, reconciliation report and any systems reconciliation report shall be prepared such that it is reasonable to consider that a person with an understanding of regulatory accounting principles has sufficient information, clearly enough presented, to understand them.</p>



## Requirements relating to the preparation, audit, delivery and publication of the Regulatory Financial Statements

<p><b>11.10</b></p>	<p>The Dominant Provider shall, for each Financial Year:</p> <ul style="list-style-type: none"> <li>(a) prepare Regulatory Financial Statements in accordance with these Conditions, the Regulatory Accounting Principles, the Accounting Methodology Documents (the relevant Accounting Methodology Documents to be identified in the Regulatory Financial Statements by reference to their date) and any relevant directions given by Ofcom from time to time pursuant to these Conditions;</li> <li>(b) prepare a reconciliation report as set out in Condition 11.29;</li> <li>(c) secure the expression of an audit opinion upon the Regulatory Financial Statements;</li> <li>(d) secure the expression of an audit opinion on the reconciliation report as set out in Condition 11.30;</li> <li>(e) secure the approval of the Regulatory Financial Statements by the board of directors of the Dominant Provider and secure the signature of the Regulatory Financial Statements by a director of the Dominant Provider for and on behalf of the board of directors;</li> <li>(f) deliver to Ofcom copies of the Regulatory Financial Statements, the reconciliation report and all corresponding audit opinions, each and all of which shall be in the form in which they are ultimately to be published, at least two weeks before they are required to be published;</li> <li>(g) publish the Regulatory Financial Statements, the reconciliation report and all corresponding audit opinion(s), within four months after the end of the Financial Year to which they relate; and</li> <li>(h) publish with the Regulatory Financial Statements any written statement made by Ofcom and provided to the Dominant Provider commenting on the figures in, the notes to or the presentation of any or all of the Regulatory Financial Statements, the reconciliation report and/or the Accounting Methodology Documents.</li> </ul>
<p><b>11.11</b></p>	<p>The Dominant Provider shall make such amendments to the form and content of the Regulatory Financial Statements as are necessary to give effect fully to the requirements of these Conditions. The Dominant Provider shall provide to Ofcom particulars of any such amendment, the reasons for it and its effect, when it delivers the Regulatory Financial Statements to Ofcom.</p>
<p><b>11.12</b></p>	<p>The Dominant Provider shall prepare all Regulatory Financial Statements, explanations or other information required by virtue of these Conditions on a regulatory asset value adjusted current cost basis as directed by Ofcom from time to time and shall be capable of doing so in relation to any period. Such Regulatory Financial Statements, explanations or other information shall be, in the opinion of Ofcom, meaningfully reconcilable to the Statutory Financial Statements.</p>
<p><b>11.13</b></p>	<p>Each Regulatory Financial Statement (with the exception of the reconciliation report required under Condition 11.10) shall include Prior Year Comparatives.</p>

<b>11.14</b>	The Prior Year Comparatives shall be prepared on a basis consistent with Current Year Figures. The Dominant Provider may depart from this requirement in preparing the Regulatory Financial Statements for a Financial Year if this would be consistent with Statutory Accounting Standards or where agreed with Ofcom. The reasons for the departure shall be disclosed in the Regulatory Financial Statements.
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### Requirements relating to audit of the Regulatory Financial Statements

<b>11.15</b>	The Regulatory Auditor that the Dominant Provider from time to time appoints shall at all times be satisfactory to Ofcom having regard to such matters as Ofcom consider appropriate. The Dominant Provider shall notify Ofcom in writing of the Regulatory Auditor appointed to secure compliance with these Conditions before the Regulatory Auditor carries out any work for that purpose. The Dominant Provider shall notify Ofcom of any proposed change of Regulatory Auditor 28 days before effect is given to that change.
<b>11.16</b>	<p>In the event that the Regulatory Auditor is in the opinion of Ofcom unsatisfactory, the Dominant Provider shall appoint and instruct an Alternative Regulatory Auditor that is at all times satisfactory to Ofcom having regard to such matters as Ofcom consider appropriate. The Dominant Provider shall ensure that the Alternative Regulatory Auditor:</p> <ul style="list-style-type: none"> <li>(a) carries out such on-going duties as are required to secure compliance with these Conditions;</li> <li>(b) carries out work or further work, in addition to that performed by the Statutory Auditor and/or by the former Regulatory Auditor, in relation to such matters connected to compliance with these Conditions as are of concern to Ofcom and notified to the Dominant Provider in writing;</li> <li>(c) re-performs work previously performed by the Statutory Auditor and/or by the former Regulatory Auditor in relation to such matters connected to compliance with this Condition as are of concern to Ofcom and notified to the Dominant Provider in writing.</li> </ul>
<b>11.17</b>	The Dominant Provider shall extend to the Alternative Regulatory Auditor such assistance and co-operation as it would extend to the Statutory Auditor and/or to the Regulatory Auditor and, to the extent similar assistance and co-operation may be required from the Statutory Auditor and/or from the former Regulatory Auditor, the Dominant Provider shall use its best endeavours to secure such assistance and co-operation.
<b>11.18</b>	The Dominant Provider's letter of engagement appointing the Regulatory Auditor or Alternative Regulatory Auditor shall include such provisions acknowledging the acceptance by the Regulatory Auditor or Alternative Regulatory Auditor of duties and responsibilities to Ofcom in respect of its audit work, audit report and audit opinion as are consistent with the ICAEW Guidance.
<b>11.19</b>	The Dominant Provider shall use its best endeavours to obtain from the Regulatory Auditor or Alternative Regulatory Auditor any further explanation and clarification of any audit opinion required under these Conditions and any other information in respect of the matters which are the subject of that audit opinion as Ofcom shall require.

### Requirements relating to Additional Procedures on to the Regulatory Financial Statements

<b>11.20</b>	The Dominant Provider shall commission Additional Procedures when requested to do by Ofcom.
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### Requirements relating to the Accounting Methodology Documents

<b>11.21</b>	The Dominant Provider must prepare, maintain and keep up-to-date the Accounting Methodology Documents in accordance with these Conditions and with the Regulatory Accounting Principles.
<b>11.22</b>	The Dominant Provider must include in the Accounting Methodology Documents documentation setting out a description of each of: <ul style="list-style-type: none"><li>(a) its Attribution Methods;</li><li>(b) its Transfer Charge System Methodology;</li><li>(c) its Accounting Policies;</li><li>(d) the valuation principles used to value assets; and</li><li>(e) the Regulatory Accounting System.</li></ul>
<b>11.23</b>	The Dominant Provider must deliver an up-to-date version of the Accounting Methodology Documents to Ofcom when it delivers the Regulatory Financial Statements to Ofcom in accordance with Condition 11.10 and publish such up-to-date version on or before the day of publication of the Regulatory Financial Statements which have been prepared in accordance with such version.

### Requirements relating to Network Components

<b>11.24</b>	The Dominant Provider must publish a Network Component List within four months of the end of the Financial Year, <ul style="list-style-type: none"><li>(a) listing each of the Network Components used in the Regulatory Accounting System;</li><li>(b) providing a description of each such Network Component; and</li><li>(c) providing one or more diagrams showing to which part of the network, or to which activity, each of the Network Components relates (including Network Diagrams where the Network Components relate to physical parts of the network).</li></ul>
<b>11.25</b>	Any changes to the Network Component List proposed by the Dominant Provider must be made following the Change Control Notification in accordance with Condition 11.27.
<b>11.26</b>	Ofcom may direct the Dominant Provider to modify the Network Component List and to use those, (and only those), Network Components in its Regulatory Accounting System.

### 3.

### Requirements relating to changes to the Regulatory Accounting Methodology and the correction of Material Errors

<b>11.27</b>	The Dominant Provider must publish and deliver to Ofcom a list of changes to the Regulatory Accounting Methodology by 31 March of the Financial Year in which the change to the Regulatory Accounting Methodology is to be made (the
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	<p>“Change Control Notification”). The Change Control Notification must include the types of changes as directed by Ofcom from time to time.</p> <p>The Change Control Notification must be accompanied by a clear description of each of the changes, the reason for making each of the changes (including by reference to their compliance with the Regulatory Accounting Principles), and where relevant, the impact of each of the changes on the figures at the level of the Markets by setting out the figures which were presented in the previous Financial Year alongside the figures that would have been presented had such changes been made in the previous Financial Year.</p>
<b>11.28</b>	Where in Ofcom’s opinion any change referred to in Condition 11.27 does not comply with these Conditions or the Regulatory Accounting Principles, the Dominant Provider shall not make such change, if so directed by Ofcom.
<b>11.29</b>	The Dominant Provider must prepare a reconciliation report as referred to in Condition 11.10 and as directed by Ofcom from time to time, which sets out changes to the Regulatory Accounting Methodology, the impact of such changes on the Regulatory Financial Statements, Material Errors corrected in the Regulatory Financial Statements and the impact of such Material Errors on the Regulatory Financial Statements.

#### **Requirements relating to audit of the reconciliation report**

<b>11.30</b>	The Dominant Provider must obtain an audit opinion on the reconciliation report when requested to do so by Ofcom.
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#### **Requirements relating to the Regulatory Accounting System**

<b>11.31</b>	The Dominant Provider’s Regulatory Accounting System must be able to produce the Regulatory Financial Statements in accordance with these Conditions, the Regulatory Accounting Principles and the Accounting Methodology Documents and all applicable directions.
<b>11.32</b>	<p>Where the Dominant Provider replaces the whole or part of its Regulatory Accounting System, or substantially modifies such Regulatory Accounting System, the Dominant Provider must:</p> <ul style="list-style-type: none"> <li>(a) notify Ofcom in a timely manner of the replacement or modification, and, where so requested by Ofcom, inform Ofcom of progress towards completion and such other information as Ofcom may reasonably request;</li> <li>(b) ensure, to the best of its ability, that the replacement or modification does not cause the figures contained in the Regulatory Financial Statements to be different from the figures that would have been contained in the Regulatory Financial Statements had such Regulatory Financial Statements been prepared using the old or unmodified Regulatory Accounting System;</li> <li>(c) in relation to the final Financial Year for which the Regulatory Financial Statements are prepared using the old or unmodified Regulatory Accounting System, prepare a systems reconciliation report, which must: <ul style="list-style-type: none"> <li>i) set out the difference between the Current Year Figures presented in the Regulatory Financial Statements and the Current Year Figures had such Regulatory Financial Statements been prepared on the</li> </ul> </li> </ul>

	<p>basis of the new or modified Regulatory Accounting System, expressed as a percentage change; and</p> <p>ii) explain each and every Material Difference between the Current Year Figures presented in the Regulatory Financial Statements and the Current Year Figures had such Regulatory Financial Statements been prepared on the basis of the new or modified Regulatory Accounting System;</p> <p>(d) publish and deliver the systems reconciliation report to Ofcom by 31 December of the Financial Year for which the figures will be prepared using the new or modified Regulatory Accounting System for the first time;</p> <p>(e) undertake Additional Procedures on the systems reconciliation report, which must report:</p> <p>i) whether the figures in the systems reconciliation report referred to in Condition 11.32(c)(i) have been properly extracted from the old or unmodified Regulatory Accounting System and the new or modified Regulatory Accounting System respectively;</p> <p>ii) whether each and every difference in the systems reconciliation report referred to in Condition 11.32(c)(i) has been correctly calculated; and</p> <p>iii) whether the explanation of each and every Material Difference in the systems reconciliation report referred to in Condition 11.32(c)(ii) is an accurate representation of the cause of each such Material Difference;</p> <p>(f) deliver the report required by (e) to Ofcom when it delivers the systems reconciliation report to Ofcom in accordance with Condition 11.32(d);</p> <p>(g) where the systems reconciliation report referred to in Condition 11.32(c) indicates that the replacement or modification causes the Current Year Figures contained in the Regulatory Financial Statements to be significantly different, either individually or in aggregate, from the Current Year Figures that would have been contained in the Regulatory Financial Statements had such Regulatory Financial Statements been prepared using the new or modified Regulatory Accounting System, prepare, if so requested by Ofcom, the Regulatory Financial Statements on a basis consistent with the old or unmodified Regulatory Accounting System.</p>
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**Requirements relating to deficiencies in the Regulatory Financial Statements and the Accounting Methodology Documents**

<p><b>11.33</b></p>	<p>Where Ofcom have reasonable grounds to believe that any or all of the Regulatory Financial Statements and/or Accounting Methodology Documents are deficient, the Dominant Provider shall, where notified by Ofcom, do one or more of the following as specified by Ofcom in the notification:</p> <p>(a) publish each correction, and reasons for each correction, as necessary to resolve the deficiencies identified by Ofcom;</p>
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	<ul style="list-style-type: none"> <li>(b) amend the Accounting Methodology Documents in order to remedy the deficiencies identified by Ofcom;</li> <li>(c) restate the Regulatory Financial Statements identified by Ofcom as requiring restatement in accordance with the Accounting Methodology Documents which have, where necessary, been amended pursuant to Condition 11.33(b);</li> <li>(d) prepare a reconciliation report as set out in Condition 11.29, whereby any reference to the Regulatory Financial Statements should be understood as a reference to the restated Regulatory Financial Statements;</li> <li>(e) secure in accordance with any relevant notification of Ofcom under this Condition the expression of an audit opinion on the restated Regulatory Financial Statements;</li> <li>(f) deliver to Ofcom the restated Regulatory Financial Statements, the reconciliation report and corresponding audit opinion;</li> <li>(g) publish the restated Regulatory Financial Statements, the reconciliation report and corresponding audit opinion.</li> </ul>
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#### **Requirements relating to the maintenance of sufficient accounting records**

<b>11.34</b>	The Dominant Provider shall maintain accounting records for a period of six years from the date on which each Regulatory Financial Statement is delivered to Ofcom.
<b>11.35</b>	The Dominant Provider shall maintain the accounting records in accordance with these Conditions, the Regulatory Accounting Principles and the Accounting Methodology Documents.
<b>11.36</b>	<p>The Dominant Provider shall maintain accounting records that show and fully justify, for each of the Markets, Network Components used to provide SMP Wholesale Services, and SMP Wholesale Services,</p> <ul style="list-style-type: none"> <li>(a) the attribution of costs, revenues, assets and liabilities; and</li> <li>(b) the transactions underlying the costs, revenues, assets and liabilities.</li> </ul>
<b>11.37</b>	<p>The Dominant Provider shall maintain the accounting records so that they are sufficient:</p> <ul style="list-style-type: none"> <li>(a) to provide an adequate explanation of each Regulatory Financial Statement;</li> <li>(b) to show that any charges in relation to which the Dominant Provider is subject to Condition 4 are not unduly discriminatory; and</li> <li>(c) to show that any charges in relation to which the Dominant Provider is subject to Conditions 6, 12A.4 or 12G.3 comply with the obligations in that condition.</li> </ul>

#### **Requirements relating to the preparation and maintenance of a Wholesale Catalogue**

<b>11.38</b>	<p>The Dominant Provider must prepare, maintain and keep up-to-date a Wholesale Catalogue. Such Wholesale Catalogue should separately identify and describe:</p> <ul style="list-style-type: none"> <li>(a) each SMP Wholesale Service or Basket published in the Regulatory Financial Statements,</li> </ul>
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	<ul style="list-style-type: none"> <li>i) where the SMP Wholesale Service or Basket is not a Cross Market Ancillary, arranged by the Market in which each service or Basket appears in the Regulatory Financial Statements; and</li> <li>ii) where the SMP Wholesale Service or Basket is a Cross Market Ancillary, in a schedule for Cross Market Ancillaries.</li> </ul> <p>(b) whether each SMP Wholesale Service published in the Regulatory Financial Statements is internally and/or externally supplied;</p> <p>(c) a mapping between each SMP Wholesale Service and/or Basket published in the Regulatory Financial Statements and the Wholesale Services included in the Regulatory Accounting System, including their service codes; and</p> <p>(d) a mapping between each SMP Wholesale Service and/or Basket published in the Regulatory Financial Statements and the services in all price lists relating to SMP Wholesale Services that are published by the Dominant Provider.</p>
<b>11.39</b>	<p>The Dominant Provider must deliver an up-to-date version of the Wholesale Catalogue to Ofcom when it delivers the Regulatory Financial Statements to Ofcom in accordance with Condition 11.10 and publish such up-to-date version on or before the day of publication of the Regulatory Financial Statements which have been prepared by reference to such version.</p>

**Requirements relating to the demonstration of equivalence of inputs**

<b>11.40</b>	<p>In relation to each Market where Condition 5 applies, the Dominant Provider shall ensure it is able to demonstrate that at any point in time: the amount applied and incorporated in the Transfer Charge for the Internal Wholesale Service is equivalent to the amount applied and incorporated in the charge payable for an equivalent External Wholesale Service.</p>
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## Condition 12 – Charge controls

1. This Condition 12 comprises the conditions set out in 12A to 12I below:

<a href="#">Condition 12A</a>	Physical Infrastructure Access Charge Control
<a href="#">Condition 12B</a>	LLU charge control
<a href="#">Condition 12C</a>	VULA charge control
<a href="#">Condition 12D</a>	Charge controls and related provisions relevant to both MPF and VULA
<a href="#">Condition 12E</a>	Controls on Ethernet and WDM Services
<a href="#">Condition 12F</a>	Controls on Accommodation Services, Overlapping Accommodation Services and Cablelink Services Basket
<a href="#">Condition 12G</a>	Controls on the Direct ECC Services Basket and Contractor ECC Services
<a href="#">Condition 12H</a>	Control on Time Related Charges
<a href="#">Condition 12I</a>	Controls on Dark Fibre Access

6. In addition to the definitions in the Interpretation section above and applicable definitions specified in each of conditions 12A – 12I, Condition 12 is to be interpreted in accordance with the following –

- (a) “**Formula 1 (Current Year Weighting Formula)**” means:

$$\bar{p}_{i,t} = \sum_{j=1}^m (w_{i,j,t} p_{i,j,t})$$

Where:

$\bar{p}_{i,t}$  is the weighted average charge during the Relevant Year, t, for the individual service, i;

m is the number of time periods during which there are distinct charges in effect in the Relevant Year in year t;

j is a number from 1 to m for each of the m time periods during which a distinct charge is in effect in year t;

$w_{i,j,t}$  is the proportion of the Relevant Year, t, during which a distinct charge,

$p_{i,j,t}$  is in effect, calculated by dividing the total number of days during which the charge is in effect by:

- i) for the First Relevant Year (t=1), 365;
- ii) for the Second Relevant Year, (t=2), 366;
- iii) for the Third Relevant Year, (t=3), 365;
- iv) for the Fourth Relevant Year, (t=4), 365; and
- v) for the Fifth Relevant Year, (t=5), 365;



$p_{i,j,t}$  is the charge for the individual service,  $i$  (excluding any discounts offered by the Dominant Provider) which is in effect for the specified period,  $j$ , during the Relevant Year  $t$ .

(b) “**Formula 2 (Prior Year Weighting Formula)**” means:

$$\bar{p}_{i,t-1} = \sum_{j=1}^m (w_{i,j,t-1} p_{i,j,t-1})$$

Where:

$\bar{p}_{i,t-1}$  is the weighted average charge during the Prior Year,  $t-1$ , for the individual service,  $i$ ;

$m$  is the number of time periods during which there are distinct charges in effect in the Prior Year,  $t-1$ ;

$j$  is a number from 1 to  $m$  for each of the  $m$  time periods during which a distinct charge is in effect in the Prior Year  $t-1$ ;

$w_{i,j,t-1}$  is the proportion of the Prior Year,  $t-1$ , during which a distinct charge

$p_{i,j,t-1}$  is in effect and is calculated by dividing the total number of days during which the charge is in effect by:

- i) for the First Relevant Year, (t-1=1), 365;
- vi) for the Second Relevant Year, (t-1=2), 366;
- vii) for the Third Relevant Year (t-1=3), 365;
- viii) for the Fourth Relevant Year, 365 (t-1=4); and
- ix) for the Fifth Relevant Year, 365.

$p_{i,j,t-1}$  is the charge for the individual service,  $i$  (excluding any discounts offered by the Dominant Provider) which is in effect for the specified period,  $j$ , during the Prior Year,  $t-1$ ;

(c) “**Formula 3 (Percentage Change Basket Calculation Formula)**” means:

$$C_t = \frac{\sum_{i=1}^n \left[ R_i \frac{(\bar{p}_{i,t} - \bar{p}_{i,t-1})}{\bar{p}_{i,t-1}} \right]}{\sum_{i=1}^n R_i}$$

Where:

$C_t$  is the percentage change in the aggregate of charges for the services in the relevant Basket for Relevant Year  $t$ ;

$n$  is the number of individual services in the relevant Basket;

$i$  is a number from 1 to  $n$  for each of the  $n$  individual services in the relevant Basket;

$R_i$  is the Total Revenue accrued during the Prior Year in respect of the individual service  $i$  that forms part of the relevant Basket;

$t$  is the Relevant Year;

$t-1$  is the Prior Year;

$\bar{p}_{i,t}$  is the Relevant Year Weighted Average Charge for the individual service  $i$  that forms part of the relevant Basket;

$\bar{p}_{i,t-1}$  is:

- i) for the purposes of Condition 12B.5 and Condition 12C.5, as defined in the relevant condition; and
- ii) for the purposes of all other relevant Conditions, the Prior Year Weighted Average Charge for the individual service  $i$  that forms part of the relevant Basket.

(d) “**Formula 4 (Percentage Change Single Service Formula)**” means:

$$C_{i,t} = \frac{(\bar{p}_{i,t} - \bar{p}_{i,t-1})}{\bar{p}_{i,t-1}}$$

Where:

$C_{i,t}$  is the percentage change in charges for the individual service  $i$  for the Relevant Year  $t$ ;

$t$  is the Relevant Year;

$t-1$  is the Prior Year;

$\bar{p}_{i,t}$  is the Relevant Year Weighted Average Charge calculated for the individual service  $i$ ; and

$\bar{p}_{i,t-1}$  is the Prior Year Weighted Average Charge calculated for the individual service,  $i$ .

(e) “**Formula 5 (Controlling Percentage Formula)**” means:

$$CP_t = CPI_t + X$$

Where:

$CP_t$  is the Controlling Percentage for Relevant Year,  $t$ ;

$CPI_t$  is CPI for the Relevant Year,  $t$ ;

$X$  is as defined in the relevant Condition.

- (f) **“Formula 6 (Controlling Percentage allowing for Deficiency or Excess Formula)”**  
means:

$$CP_{i,t} = \left[ \frac{(100\% + CPI_t + X)(100\% + CP_{i,t-1})}{(100\% + C_{i,t-1})} \right] - 100\%$$

Where:

$CP_{i,t}$  is the Controlling Percentage (as defined in the relevant Condition) for the relevant service or relevant Basket  $i$  for:

- i) the Second Relevant Year (in the case of Deficiency or Excess in the First Relevant Year);
- ii) the Third Relevant Year (in the case of Deficiency or Excess in the Second Relevant Year);
- iii) the Fourth Relevant Year (in the case of Deficiency or Excess in the Third Relevant Year), or
- iv) the Fifth Relevant Year (in the case of Deficiency or Excess in the Fourth Relevant Year).

$CP_{i,t-1}$  is the Controlling Percentage (as defined in the relevant Condition) for the relevant service or relevant Basket  $i$  for:

- i) the First Relevant Year (in the case of Deficiency or Excess in the First Relevant Year);
- ii) the Second Relevant Year (in the case of Deficiency or Excess in the Second Relevant Year);
- iii) the Third Relevant Year (in the case of Deficiency or Excess in the Third Relevant Year), or
- iv) the Fourth Relevant Year (in the case of Deficiency or Excess in the Fourth Relevant Year).

$C_{i,t-1}$  is the Percentage Change (as defined in the relevant Condition) in the charge for the service or relevant Basket  $i$  for:

- i) the First Relevant Year (in the case of Deficiency or Excess in the First Relevant Year);
- ii) the Second Relevant Year (in the case of Deficiency or Excess in the Second Relevant Year);
- iii) the Third Relevant Year (in the case of Deficiency or Excess in the Third Relevant Year), or
- iv) the Fourth Relevant Year (in the case of Deficiency or Excess in the Fourth Relevant Year);

$X$  is as specified in the relevant Condition; and

$CPI_t$  is CPI for the Relevant Year,  $t$ .

(g) “**Formula 7 (Annual Maximum Charge Ceiling Formulae)**” means:

$$\text{Second Relevant Year charge ceiling} = \bar{p}_{i,1}(100\% + CPI_2 + X_i)$$

$$\text{Third Relevant Year charge ceiling} = \bar{p}_{i,1}(100\% + CPI_2 + X_i)(100\% + CPI_3 + X_i)$$

$$\text{Fourth Relevant Year charge ceiling} = \bar{p}_{i,1}(100\% + CPI_2 + X_i)(100\% + CPI_3 + X_i)(100\% + CPI_4 + X_i)$$

$$\text{Fifth Relevant Year charge ceiling} = \bar{p}_{i,1}(100\% + CPI_2 + X_i)(100\% + CPI_3 + X_i)(100\% + CPI_4 + X_i)(100\% + CPI_5 + X_i)$$

Where:

$\bar{p}_{i,1}$  is as defined in the relevant Condition;

$CPI_2$  is CPI for the Second Relevant Year;

$CPI_3$  is CPI for the Third Relevant Year;

$CPI_4$  is CPI for the Fourth Relevant Year;

$CPI_5$  is CPI for the Fifth Relevant Year;

$X_i$  is the percentage for service  $i$ , as defined in the relevant Condition.

(h) “**Prior Year Weighted Average Charge**”, in relation to an individual service, means  $\bar{p}_{i,t-1}$  calculated in accordance with Formula 2 (Prior Year Weighting Formula).

(i) “**Relevant Year Weighted Average Charge**”, in relation to an individual service, means  $\bar{p}_{i,t}$  calculated in accordance with Formula 1 (Current Year Weighting Formula).

(j) For the purpose of Condition 12C and 12D, **Copper-based Network Access is available** at a location if:

(i) it can be provided because Openreach has an active FTTC connection; and

(ii) the Dominant Provider is required to provide Copper-based Network Access in respect of that location for new requests under Conditions 1 and 2.

## Condition 12A – Physical Infrastructure Access Charge Control

### Charges in First Relevant Year

<p><b>12A.1</b> <b>(PI)</b></p>	<p>Except in so far as Ofcom may otherwise direct, the Dominant Provider shall secure that the Relevant Year Weighted Average Charge during the course of the First Relevant Year is no more than:</p> <ul style="list-style-type: none"> <li>(a) for Facility in Spine duct per metre – single bore, the amount of £[0.38 to 0.41];</li> <li>(b) for Facility in Spine duct per metre – 2 bores, the amount of £[0.28 to 0.31];</li> <li>(c) for Facility in Spine duct per metre – 3+ bores, the amount of £[0.18 to 0.21];</li> <li>(d) for Simplified Underground PIA Lead-in, the amount of £[10.51 to 10.91];</li> <li>(e) for Facility on pole for Multi-end-user attachment, the amount of £[6.67 to 6.98];</li> <li>(f) for Facility on pole for Single-end-user attachment, the amount of £[2.44 to 2.56];</li> <li>(g) for Facility hosting (per manhole entry), the amount of £[12.34 to 12.81];</li> <li>(h) for Facility hosting (per joint box entry), the amount of £[2.76 to 2.85].</li> </ul>
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### Charges in subsequent Relevant Years

<p><b>12A.2</b> <b>(PI)</b></p>	<p>Except in so far as Ofcom may otherwise direct, for each of the services specified in Condition 12A.1, the Dominant Provider shall take all reasonable steps to secure that during the course of each of (i) the Second Relevant Year, (ii) Third Relevant Year, (iii) Fourth Relevant Year and (iv) Fifth Relevant Year, the maximum charge for the relevant service is not more than the amount calculated by employing Formula 7 (Annual Maximum Charge Ceiling Formulae) with:</p> <p><math>\bar{p}_{i,1}</math> defined as the Relevant Year Weighted Average Charge for individual service <math>i</math> in the First Relevant Year;</p> <p><math>X_i</math> defined as follows:</p> <ul style="list-style-type: none"> <li>(i) [-2.1 to 2.2]% for Facility in Spine duct per metre – single bore;</li> <li>(ii) [0.6 to 4.2]% for Facility in Spine duct per metre – 2 bores;</li> <li>(iii) [-2.1 to +1.8]% for Facility in Spine duct per metre – 3+ bores;</li> <li>(iv) [-14.4 to -11.1]% for Simplified Underground PIA Lead-in;</li> <li>(v) [-3.9 to +0.6]% for Facility on pole for Multi-end-user attachment;</li> <li>(vi) [-10.0 to -5.7]% for Facility on pole for Single-end-user attachment;</li> <li>(vii) [2.8 to 6.8]% for Facility hosting (per manhole entry);</li> <li>(viii) [-1.6 to +1.7]% for Facility hosting (per joint box entry).</li> </ul>
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## Charges set to zero

<b>12A.2A (PI)</b>	<p>Except in so far as Ofcom may otherwise direct, in each Relevant Year the Dominant Provider shall not charge more than £0 for each of the following services:</p> <ul style="list-style-type: none"><li>(a) Customer Apparatus Cable Coil Hosting – small (per manhole);</li><li>(b) Customer Apparatus Cable Coil Hosting – medium (per manhole);</li><li>(c) Customer Apparatus Cable Coil Hosting – large (per manhole);</li><li>(d) Customer Apparatus Cable Coil Hosting – small (per joint box);</li><li>(e) Customer Apparatus Cable Coil Hosting – medium (per joint box);</li><li>(f) Customer Apparatus Cable Coil Hosting – large (per joint box);</li><li>(g) Customer Apparatus In-line Splice hosting and distribution joints (per manhole splice);</li><li>(h) Customer Apparatus In-line Splice hosting and distribution joints (per joint box splice);</li><li>(i) Pole top equipment; and</li><li>(j) Cable up a pole (per cable).</li></ul>
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## PIA Adjustment Services

<b>12A.3 (PI)</b>	<p>Where the Dominant Provider provides PIA Adjustment Services, the Dominant Provider must not levy a charge for those PIA Adjustment Services, unless the total amount of charges that would otherwise have been accrued for PIA Adjustment Services in the PIA Order exceeds the PIA Adjustment Limit. In that case, the Dominant Provider may only charge a Third Party, as a maximum, the amount in excess of the PIA Adjustment Limit for providing those PIA Adjustment Services set out in that PIA Order.</p>
<b>12A.4 (PI)</b>	<p>This Condition 12A.4 applies to PIA Adjustment Services except:</p> <ul style="list-style-type: none"><li>(a) PIA Pole Adjustment Services undertaken to provide capacity on a pole to facilitate the provision of a drop wire; and</li><li>(b) PIA Pole Adjustment Services undertaken to replace a Defective Pole used to facilitate the provision of a drop wire,</li></ul> <p>where the charges for such services for the purposes of Condition 12A.3 shall be zero.</p> <p>The Dominant Provider must secure and must be able to demonstrate to the satisfaction of Ofcom that for the purposes of Condition 12A.3 the charges for each separate PIA Adjustment Service within the scope of this Condition shall be reasonably derived from the costs of provision based on:</p> <ul style="list-style-type: none"><li>(i) any external charge incurred by the Dominant Provider related to the provision of that PIA Adjustment Service;</li><li>(ii) the Dominant Provider's forward looking long run incremental costs related to the provision of that PIA Adjustment Service;</li><li>(iii) an appropriate mark-up for recovery of common costs; and</li><li>(iv) an appropriate return on capital employed.</li></ul>

<b>12A.5</b> <b>(PI)</b>	Except in so far as Ofcom may otherwise direct, the PIA Adjustment Limit for the purposes of Condition 12A.3 shall be calculated by multiplying the total number of kilometres of PIA Spine Duct requested as part of the PIA Order by £4,750.
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### Material change

<b>12A.6</b> <b>(PI)</b>	<p>Where:</p> <ul style="list-style-type: none"> <li>(a) the Dominant Provider makes, or proposes to make, a material change to any service which is subject to this Condition 12A;</li> <li>(b) the Dominant Provider makes a change to the date on which its Financial Year ends; or</li> <li>(c) there is a material change in the basis of the Consumer Prices Index;</li> </ul> <p>Condition 12A shall have effect subject to such reasonable adjustment to take account of the change as Ofcom may direct.</p> <p>For the purposes of this Condition 12A.6, a material change to any service which is subject to this Condition 12A includes (but is not limited to) the introduction of a new service wholly or substantially in substitution for, or that is substantially similar to, an existing service which is subject to this Condition 12A; or a change to the billing practice for any service which is subject to this Condition 12A.</p>
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### Compliance

<b>12A.7</b> <b>(PI)</b>	<p>The Dominant Provider must record, maintain and supply to Ofcom in an electronic format, no later than five months after the end of each Relevant Year, the data necessary for Ofcom to monitor compliance of the Dominant Provider with this Condition 12A. The data must include:</p> <ul style="list-style-type: none"> <li>(a) the relevant published charges at the start of each Relevant Year; and</li> <li>(b) such data as Ofcom may from time to time direct.</li> </ul>
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### Directions

<b>12A.8</b> <b>(PI)</b>	Ofcom may direct that Conditions 12A.1 to 12A.7 shall not apply to the extent specified in any such direction.
<b>12A.9</b> <b>(PI)</b>	The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition 12A.

## Interpretation

<p><b>12A.10</b> <b>(PI)</b></p>	<p>In this Condition 12A:</p> <ul style="list-style-type: none"><li>(a) <b>“Defective Pole”</b> means a pole that has been identified by the Dominant Provider as unsuitable for additional connections due to the pole being decayed, damaged or otherwise defective;</li><li>(b) <b>“Lead-in Duct”</b> means duct that connects, or is intended to connect, a distribution point to a Network Termination Point;</li><li>(c) <b>“PIA Adjustment Service”</b> means one of the PIA Adjustment Services listed in Section 1 of the Annex to this Condition 12A which is provided for the purposes of making adjustments to physical infrastructure, such adjustments being reasonably necessary for the provision of Physical Infrastructure Access in accordance with Conditions 1 and 2;</li><li>(d) <b>“PIA Adjustment Limit”</b> has the meaning given to it in Condition 12A.5;</li><li>(e) <b>“PIA Pole Adjustment Service”</b> means one of the PIA Pole Adjustment Services listed in Section 2 of the Annex to this Condition 12A which is provided for the purposes of making adjustments to physical infrastructure, such adjustments being reasonably necessary for the provision of Physical Infrastructure Access in accordance with Conditions 1 and 2;</li><li>(f) <b>“PIA Order”</b> means:<ul style="list-style-type: none"><li>(i) a request for Physical Infrastructure Access submitted to the Dominant Provider by a Third Party;</li><li>(ii) any subsequent request for Physical Infrastructure Access which has been accepted by the Dominant Provider and is linked to the initial request; and</li><li>(iii) any subsequent request for access to Lead-in Duct which facilitates the extension of the electronic communications network deployed using the Physical Infrastructure ordered under (i) and (ii); and</li></ul></li><li>(g) <b>“PIA Spine Duct”</b> means all duct other than Lead-in Duct.</li></ul>
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## Annex to Condition 12A

### Services subject to charge control pursuant to Condition 12A

#### Section 1

##### Meaning of “PIA Adjustment Services”

For the purposes of Condition 12A, the expression “PIA Adjustment Services” shall be construed as including all services specified in Section 1 of this Annex, subject to such changes as Ofcom may direct, following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly).

Activity
New Small Footway Box
New Medium Footway Box
New Large Footway Box
New Small Carriageway Box
New Medium Carriageway Box
New Large Carriageway Box
Joint box breakthrough
Manhole breakthrough
Demolish chamber
Joint Chamber/Manhole 'pull through'; per 100m sub-duct
New Duct - soft; per metre
New Duct - footway; per metre
New Duct - carriageway; per metre
Cable recovery (light) - per 100m
Cable recovery (heavy) - per 100m
Cable recovery (large) - per 100m
Clearing a block in a Duct (Soft / Footway) first blockage
Clearing a block in a Duct (Carriageway) first blockage
Clearing a block in a Duct (Soft / Footway) subsequent blockage
Clearing a block in a Duct (Carriageway) subsequent blockage
Removal of locked lids – visit
Removal of locked lids - per hour
Issue of Security Key 1A - per key
Renew/replace frame and cover Carriageway
Renew/replace frame and cover Footway
Fit ladder in a manhole
New Pole

<b>Replacement Carrier Pole</b>
<b>Replacement DP Pole</b>
<b>Pole recovery (removal) per pole</b>
<b>Renew and/or provide a Pole Stay</b>
<b>Renew, provide and/or re position Pole steps on Pole - per pole</b>
<b>Renew, provide and/or re position Bass step on Pole - per pole</b>
<b>Provide pole top ring-head</b>
<b>Block and tail renewal (rationalise copper blocks)</b>
<b>Erect Fibre Drop Cable / Tube</b>
<b>Customer changeover, per pole visit</b>
<b>Customer changeover - hourly rate</b>
<b>Re-tension, Refix and Renewal of aerial Cable</b>
<b>Re-tension, Refix and Renewal of drop wire</b>
<b>Lead assessor accreditation – surveyor</b>
<b>Lead assessor accreditation - overhead build</b>
<b>Lead assessor accreditation - underground build</b>
<b>Licensing of CP site as being suitable to deliver PIA non- civils accreditations (cost per site)</b>
<b>Diversionary Works; per hour</b>
<b>Restoration; per hour</b>
<b>Co-op Survey; per survey</b>
<b>Openreach Assist - per visit</b>
<b>Openreach Assist - per hour</b>
<b>Work Point Set-Up (Overhead and Cabling); per day</b>
<b>Network Adjustment Verification (Complex e.g. including rodding)</b>
<b>Network Adjustment Verification (Simple)</b>
<b>Work outside Working Hours (outside working day and not including Sundays or Bank Holidays) - per hour</b>
<b>Work outside Working Hours (Bank Holidays or Sundays) - per hour</b>
<b>Work undertaken on the British Outer Islands</b>
<b>Openreach Partner Mobilisation</b>
<b>Ferry travel for Scottish Islands</b>
<b>Local Authority fees</b>
<b>Non- standard civils work</b>
<b>Road closures (cable works)</b>

## Section 2

### “Meaning of “PIA Pole Adjustment Services”

For the purposes of Condition 12A, the expression “PIA Pole Adjustment Services” shall be construed as including all services specified in Section 2 of this Annex, subject to such changes as Ofcom may direct, following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly).

Activity
New Pole
Replacement DP Pole
Pole recovery (removal) per pole
Renew and/or provide a Pole Stay
Renew, provide and/or re position Pole steps on Pole - per pole
Renew, provide and/or re position Bass step on Pole - per pole
Provide pole top ring-head
Block and tail renewal (rationalise copper blocks)
Erect Fibre Drop Cable / Tube
Customer changeover, per pole visit
Customer changeover - hourly rate
Re-tension, Refix and Renewal of aerial Cable
Re-tension, Refix and Renewal of drop wire
Lead assessor accreditation - surveyor
Lead assessor accreditation - overhead build
Lead assessor accreditation - underground build
Licensing of CP site as being suitable to deliver PIA non- civils accreditations (cost per site)
Diversionsary Works; per hour
Restoration; per hour
Co-op Survey; per survey
Openreach Assist - per visit
Openreach Assist - per hour
Work Point Set-Up (Overhead and Cabling); per day
Network Adjustment Verification (Complex e.g. including rodding)
Network Adjustment Verification (Simple)

<b>Work outside Working Hours (outside working day and not including Sundays or Bank Holidays) - per hour</b>
<b>Work outside Working Hours (Bank Holidays or Sundays) - per hour</b>
<b>Work undertaken on the British Outer Islands</b>
<b>Openreach Partner Mobilisation</b>
<b>Ferry travel for Scottish Islands</b>
<b>Local Authority fees</b>
<b>Non- standard civils work</b>
<b>Road closures (cable works)</b>

## Condition 12B– LLU charge control

### Limitation on scope of condition

<b>12B.1</b> (WLA Area 2, WLA Area 3)	Where the Dominant Provider publishes a Second Threshold Notice in relation to a Local Serving Exchange, this Condition 12B shall not apply to Copper-based Network Access in respect of any end user supplied with electronic communications services using that Local Serving Exchange provided that Fibre-based Network Access is available to a Third Party on reasonable request in respect of any such end users.
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### Charges in First Relevant Year for individual services

<b>12B.2</b> (WLA Area 2, WLA Area 3)	<p>The Dominant Provider shall secure that the Relevant Year Weighted Average Charge during the course of the First Relevant Year is no more than:</p> <ul style="list-style-type: none"><li>(a) for MPF SML1 Rental, the amount of £[108.84];</li><li>(b) for MPF Single Migration, the amount of £[31.59];</li><li>(c) for MPF Bulk Migration, the amount of £[23.08];</li><li>(d) for MPF Standard Line Test, the amount of £[5.30]; and</li><li>(e) for MPF Cease, the amount of £[0].</li></ul>
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### Charges in subsequent Relevant Years for individual services

<b>12B.3</b> (WLA Area 2, WLA Area 3)	<p>In each of (i) the Second Relevant Year, (ii) the Third Relevant Year; (iii) the Fourth Relevant Year; and (iv) the Fifth Relevant Year, the Dominant Provider shall not charge more for each of the services listed at paragraphs (a) – (e) in condition 12B.2 than the maximum amount calculated in respect of each service by employing Formula 7 (Annual Maximum Charge Ceiling Formulae) with:</p> <ul style="list-style-type: none"><li>(a) <math>\bar{p}_{i,1}</math> defined as the maximum amount specified for the Relevant Year Weighted Average Charge for the relevant service in condition 12B.2; and</li><li>(b) <math>X_i</math> defined as zero.</li></ul>
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### Charges for Baskets of services

<b>12B.4</b> (WLA Area 2, WLA Area 3)	<p>The Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change (calculated in accordance with Condition 12B.5) in the aggregate amount charged for each of the following baskets of services is not more than the Controlling Percentage (calculated in accordance with Condition 12B.6):</p> <ul style="list-style-type: none"><li>(a) the Tie Cables Basket;</li><li>(b) the Hard Cease Services Basket;</li><li>(c) the MPF New Provide Services Basket; and</li><li>(d) the Co-Mingling New Provide and Rental Services Basket.</li></ul>
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## Calculation of Percentage Change

<b>12B.5</b> <b>(WLA Area 2, WLA Area 3)</b>	For the purpose of complying with Condition 12B.4, the Percentage Change for each Basket specified in Conditions 12B.4(a) to 12B.4(d) (inclusive) shall be calculated by employing Formula 3 with $\bar{p}_{i,t-1}$ defined as follows: <ul style="list-style-type: none"><li>(a) for the purposes of calculating the Percentage Change for the First Relevant Year, <math>\bar{p}_{i,t-1}</math> means the Initial Charge for the individual service, i, that forms part of the relevant Basket; and</li><li>(b) for the purposes of calculating the Percentage Change for each of the Second Relevant Year, the Third Relevant Year, the Fourth Relevant Year and the Fifth Relevant Year, <math>\bar{p}_{i,t-1}</math> means the Prior Year Weighted Average Charge for the individual service, i, that forms part of the relevant Basket.</li></ul>
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## Controlling Percentage

<b>12B.6</b> <b>(WLA Area 2, WLA Area 3)</b>	Subject to Condition 12B.7 below, the Controlling Percentage in relation to any Relevant Year for each of the Baskets specified in Condition 12B.4 shall be calculated by employing Formula 5 (Controlling Percentage Formula) with X defined as zero.
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## Deficiency/Excess

<b>12B.7</b> <b>(WLA Area 2, WLA Area 3)</b>	For each of the Baskets specified in Condition 12B.4, where: <ul style="list-style-type: none"><li>(a) the relevant Percentage Change at the end of one or more of: (i) the First Relevant Year, (ii) the Second Relevant Year; (iii) the Third Relevant Year; (iv) the Fourth Relevant Year, is either less than the relevant Controlling Percentage (“<b>Deficiency</b>”) or more than the Controlling Percentage (“<b>Excess</b>”), then the Controlling Percentage for that service or Basket for the following Relevant Year shall be calculated by employing Formula 6 (Controlling Percentage Allowing for Deficiency or Excess Formula) with X as set out in Condition 12B.6;</li><li>(b) the relevant Percentage Change in any Relevant Year is more than the relevant Controlling Percentage, the Dominant Provider shall, to the extent reasonably possible, and as soon as reasonably practicable, repay the Relevant Excess Revenue to the relevant Affected Communications Provider.</li></ul>
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## Material Change

<b>12B.8</b> <b>(WLA Area 2, WLA Area 3)</b>	Except where Condition 12B.9 applies, where: <ul style="list-style-type: none"><li>(a) the Dominant Provider makes, or proposes to make, a material change (other than to a charge) to any service subject to this Condition 12B;</li><li>(b) the Dominant Provider makes a change to the date on which its financial year ends; or</li></ul>
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	<p>(c) there is a material change in the basis of the Consumer Prices Index,</p> <p>Conditions 12B.1 to 12B.7 (inclusive) shall have effect subject to such reasonable adjustment to take account of the change Ofcom may direct. For the purposes of this Condition 12B.8, a material change to a service which is subject to this Condition 12B includes (but is not limited to) the introduction of a new service that is substantially similar to an existing service subject to Condition 12B; or a change as to the billing practice for a service subject to Condition 12B.</p>
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### Substituted Services

<p><b>12B.9</b> (WLA Area 2, WLA Area 3)</p>	<p>Where the Dominant Provider introduces, at any time during each Relevant Year, a Substituted Service wholly or substantially in substitution for a Replaced Service which is subject to this Condition 12B, the following shall apply to the Substituted Service:</p> <ul style="list-style-type: none"> <li>(a) if the Replaced Service falls within a Basket the Substituted Service shall fall within the same Basket set out in Condition 12B.4 as the Replaced Service;</li> <li>(b) the Substituted Service shall be subject to this Condition 12B subject to such reasonable adjustment to take account of the change as Ofcom may direct to be appropriate in the circumstances; and</li> <li>(c) in the Relevant Year that the Substituted Service is introduced, any reference in this Condition 12B to charges and/or volumes in the Prior Year (including any reference to the Prior Year Weighted Average Charge) shall be treated as a reference to charges and/or volumes in the Prior Year as Ofcom may direct.</li> </ul>
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### Compliance

<p><b>12B.10</b> (WLA Area 2, WLA Area 3)</p>	<p>The Dominant Provider must record, maintain and supply to Ofcom, in an electronic format, no later than five months after the end of each Relevant Year, the data necessary for Ofcom to monitor compliance of the Dominant Provider with this Condition 12B. The data must include:</p> <ul style="list-style-type: none"> <li>(a) pursuant to Conditions 12B.5, the calculated Percentage Change relating to each Basket set out in Condition 12B.4;</li> <li>(b) all relevant data the Dominant Provider used in the calculation of the Percentage Change as set out in Conditions 12B.5, including for each specific service in a Basket;</li> <li>(c) all relevant Total Revenues during the Relevant Year in respect of the individual service (as applicable) in the Basket and source and calculations thereof;</li> <li>(d) all charges, excluding any discounts, published by the Dominant Provider from time to time during the Relevant Year and the Prior Year, including the dates and time periods during which they were in force;</li> <li>(e) the Relevant Year Weighted Average Charges and the Prior Year Weighted Average Charges for all of the services to which this Condition 12B applies and calculations thereof;</li> </ul>
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	<p>(f) other data necessary for monitoring compliance with the charge control; and</p> <p>(g) such data as Ofcom may from time to time direct.</p> <p>In this Condition 12B.10 all relevant revenues in respect of a specific service in a Basket shall be provided to at least the nearest £1,000.</p> <p>The Dominant Provider must publish on its website a non-confidential version of the information provided under (a) to (f).</p> <p>The information provided to Ofcom under (a) to (f) must be accompanied by a statement from a person independent from the Dominant Provider providing assurance on the data. This assurance shall be in the form of Agreed Upon Procedures. The statement provided to Ofcom by the person independent from the Dominant Provider must set out the results of the tests carried out in order to give the Agreed Upon Procedures assurance.</p>
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### Directions

<p><b>12B.11</b> (WLA Area 2, WLA Area 3)</p>	<p>Conditions 12B.1 to 12B.10 (inclusive) shall not apply to such extent as Ofcom may direct.</p>
<p><b>12B.12</b> (WLA Area 2, WLA Area 3)</p>	<p>The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition 12B.</p>

### Interpretation

<p><b>12B.13</b> (WLA Area 2, WLA Area 3)</p>	<p>In this Condition 12B:</p> <ul style="list-style-type: none"> <li>(a) <b>“Basket”</b> means the Tie Cables Basket, the Hard Cease Services Basket, the MPF New Provide Services Basket or the Co-Mingling New Provide and Rental Services Basket, as applicable;</li> <li>(b) <b>“Co-Mingling New Provide and Rental Services”</b> means all of the services listed in Section 4 of the Annex 1 to this Condition 12B;</li> <li>(c) <b>“Co-Mingling New Provide and Rental Services Basket”</b> means Co-Mingling New Provide and Rental Services in WLA Area 2 and WLA Area 3;</li> <li>(d) <b>“Controlling Percentage”</b> is to be determined in accordance with Condition 12B.6;</li> <li>(e) <b>“Deficiency”</b> shall be construed in accordance with Condition 12B.7(a);</li> <li>(f) <b>“Excess”</b> shall be construed in accordance with Condition 12B.7(a)</li> </ul>
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- (g) **“Excess Revenue”** means the difference between: (i) the revenue which the Dominant Provider earned in the Relevant Year from providing a Basket listed in Condition 12B.5; and (ii) the revenue the Dominant Provider would have earned in the Relevant Year from providing that Basket if it had complied with Condition 12B.4;
- (h) **“Hard Cease Services”** means all of the services listed in Section 2 of the Annex 1 to this Condition 12B;
- (i) **“Hard Cease Services Basket”** means Hard Cease Services in WLA Area 2 and WLA Area 3;
- (j) **“Initial Charge”** means, for the purposes of calculating the Percentage Change in accordance with Condition 12B.5, the charge by the Dominant Provider for the individual service, i, in the relevant Basket as set out in the column entitled ‘Initial Charge’ in the relevant Section of the Annex 1 to this Condition 12B;
- (k) **“MPF Bulk Migration”** shall be construed as having the same meaning as ‘MPF Mass Migration charge - Normal hours’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (l) **“MPF Cease”** shall be construed as having the same meaning as ‘MPF Cease charge’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (m) **“MPF New Provide Services”** means all of the services listed in Section 3 of the Annex 1 to this Condition 12B;
- (n) **“MPF New Provide Services Basket”** means MPF New Provide Services in WLA Area 2 and WLA Area 3;
- (o) **“MPF Remove Jumper Order Bulk Charge”** shall be construed as having the same meaning as the service described in row 2 of the table in Section 2 of the Annex 1 to Condition 12B;
- (p) **“MPF Remove Jumper Order Singleton Charge”** shall be construed as having the same meaning as the service described in row 1 of the table in Section 2 of the Annex 1 to Condition 12B;
- (q) **“MPF Single Migration”** shall be construed as having the same meaning as “MPF Connection charge – Singleton migrations (Transfer from WLR/SMPF or Change of CP migrations)”, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (r) **“MPF Standard Line Test”** shall be construed as having the same meaning as ‘MPF Standard line test’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (s) **“MPF Tie Pair Modification”** shall be construed as having the same meaning as the service described in row 6 of the table in Section 3 of the Annex 1 to this Condition 12B;
- (t) **“MPF Tie Pair Modification (Multiple Re-termination)”** shall be construed as having the same meaning as the service described in row 7 of the table in Section 3 of the Annex 1 to this Condition 12B;

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|  | <ul style="list-style-type: none"><li>(u) <b>“Percentage Change”</b> has the meaning given to it in Condition 12B.5, as applicable;</li><li>(v) <b>“Relevant Excess Revenue”</b> means the Excess Revenue earned from charging the Affected Communications Provider;</li><li>(w) <b>“Replaced Service”</b> means any service subject to Condition 12B that is withdrawn and wholly or substantially replaced by a Substituted Service;</li><li>(x) <b>“Substituted Service”</b> means one or more services subject to Condition 12B. 9 that are introduced and wholly or substantially replace a Replaced Service;</li><li>(y) <b>“Tie Cables”</b> means all of the services listed in Section 1 of the Annex 1 to this Condition 12B;</li><li>(z) <b>“Tie Cables Basket”</b> means Tie Cables in WLA Area 2 and WLA Area 3; and</li><li>(aa) <b>“Total Revenue”</b> means the total revenue from communications providers (including, for the avoidance of doubt, from the Dominant Provider to itself), in relation to the services subject to this Condition 12B, excluding any discounts offered by the Dominant Provider.</li></ul> |
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## Annex to Condition 12B

### Services subject to charge control pursuant to Conditions

#### 12B.4(a), 12B.4(b), 12B.4(c) and 12B.4(d)

#### Section 1

#### Meaning of Tie Cables

For the purposes of Condition 12B, the expression “Tie Cables” shall be construed as including only the following forty-eight services, subject to such changes as Ofcom may direct following any proposal by the Dominant Provider to introduce a new service or to substitute one or more of these forty eight services for another:

	Item	Initial Charge
1.	Handover Distribution Frame charge per 100 pair tie cable	£23.25
2.	Handover Distribution Frame Extension to provide additional 1500 tie pair capacity for MCU1	£291.36
3.	Additional Handover Distribution Frame to provide additional 4800 tie pair capacity for B-BUSS7	£2,198.50
4.	Standalone Handover Distribution Frame (HDF) 9	£2395.14
5.	Standalone Handover Distribution Frame (HDF) 18	£1,575.76
6.	Internal Tie Cable (2) Jointing Fixed Charge per External Tie Cable	£207.17
7.	Internal 100 pair Tie Cable - HDF connected (1) for Co-Location and Co-Mingling – Connection	£192.20
8.	Internal 100 pair Tie Cable - HDF connected (1) for Co-Location and Co-Mingling – Annual Rental	£23.28
9.	Internal Tie Cable (2) – Connection	£182.70
10.	Internal Tie Cable (2) – Annual Rental	£17.28
11.	20 CN Enhanced Specification LLU Internal Tie Cable (1) for Co-location and Co-mingling – Connection	£531.76
12.	20 CN Enhanced Specification LLU Internal Tie Cable (1) for Co-location and Co-mingling – Annual Rental	£100.44
13.	21CN-32 pair standard Internal Tie Cable-HDF connected – Connection	£314.82
14.	21CN-32 pair standard Internal Tie Cable-HDF connected – Annual Rental	£44.04
15.	21CN-64 pair standard Internal Tie Cable-HDF connected – Connection	£401.56

16.	21CN-64 pair standard Internal Tie Cable-HDF connected – Annual Rental	£56.28
17.	21CN-32 pair enhanced Internal Tie Cable-HDF connected – Connection	£186.02
18.	21CN-32 pair enhanced Internal Tie Cable-HDF connected – Annual Rental	£40.56
19.	21CN-64 pair enhanced Internal Tie Cable-HDF connected – Connection	£239.53
20.	21CN-64 pair enhanced Internal Tie Cable-HDF connected – Annual Rental	£52.20
21.	21CN-100 pair enhanced Internal Tie Cable-HDF connected – Connection	£295.62
22.	21CN-100 pair enhanced Internal Tie Cable-HDF connected – Annual Rental	£85.56
23.	LLU Internal Tie Cable Cease of 1-10 Cables (per Point of Presence)	£437.46
24.	LLU Internal Tie Cable Cease of 11-20 Cables (per Point of Presence)	£718.49
25.	LLU Internal Tie Cable Cease of 21-30 Cables (per Point of Presence)	£798.93
26.	LLU Internal Tie Cable Cease of 31-40 Cables (per Point of Presence)	£913.72
27.	LLU Internal Tie Cable Cease of 41-50 Cables (per Point of Presence)	£997.45
28.	BT Provided External 100 Pair cable @ 100 metres - Connection charge per cable	£1,154.70
29.	BT Provided External 100 Pair cable @ 100 metres - Connection charge per extra 100 pair	£364.22
30.	BT Provided External 100 Pair cable @ 100 metres – Connection charge per extra 100 metres	£180.30
31.	BT Provided External 100 Pair cable @ 100 metres - Rental per annum per cable	£123.72
32.	BT Provided External 100 Pair cable @ 100 metres - Rental per annum per extra 100 pairs	£120.12
33.	BT Provided External 100 Pair cable @ 100 metres - Rental per annum per extra 100m	£102.00

34.	BT Provided external 500 Pair cable @ 100 metres - Connection charge per cable	£1,888.69
35.	BT Provided external 500 Pair cable @ 100 metres – Connection charge per cable per extra 100m	£180.25
36.	BT Provided external 500 Pair cable @ 100 metres - Connection charge per cable per extra 100 pairs	£364.22
37.	BT Provided external 500 Pair cable @ 100 metres - Rental per annum per cable	£198.36
38.	BT Provided external 500 Pair cable @ 100 metres - Rental per annum per extra 100m	£190.32
39.	BT Provided external 500 Pair cable @ 100 metres - Rental per annum per extra 100 pairs	£128.40
40.	Hand-over Distribution Frame option per 100 pair Frame capacity	£143.80
41.	Communications Provider provided External Tie Cable Pull Through – 100 Pair cable @ 100 metres - Connection charge per cable	£1,023.39
42.	Communications Provider provided External Tie Cable Pull Through – 100 Pair cable @ 100 metres - Connection charge per extra 100 pairs	£350.36
43.	Communications Provider provided External Tie Cable Pull Through – 100 Pair cable @ 100 metres - Rental fixed per annum per cable	£28.80
44.	Communications Provider provided External Tie Cable Pull Through – 100 Pair cable @ 100 metres - Rental fixed per annum per extra 100 pairs	£18.36
45.	Communications Provider Provided External Tie Cable Pull Through – 500 Pair cable @ 100 metres - Connection charge per cable	£1,455.12
46.	Communications Provider provided External Tie Cable Pull Through – 500 Pair cable @ 100 metres - Connection charge per extra 100 pairs	£350.36
47.	Communications Provider Provided External Tie Cable Pull Through – 500 Pair cable @ 100 metres - Rental fixed per annum per cable	£40.08
48.	Communications Provider provided External Tie Cable Pull Through – 500 Pair cable @ 100 metres - Rental fixed per annum per extra 100 pairs	£18.36

## Section 2

### Meaning of Hard Cease Services

For the purposes of Condition 12B, the expression “Hard Cease Services” shall be construed as including only the following two services, subject to such changes as Ofcom may direct following any proposal by the Dominant Provider to introduce a new service or to substitute one or more of these four services for another:

Item		Initial Charge
1.	MPF MDF Remove Jumper Order Singleton Charge	£23.24
2.	MPF MDF Remove Jumper Order Bulk Charge	£13.23

### Section 3

#### Meaning of MPF New Provide Services

For the purposes of Condition 12B, the expression “MPF New Provide Services” shall be construed as including only the following seven services, subject to such changes as Ofcom may direct following any proposal by the Dominant Provider to introduce a new service or to substitute one or more of these seven services for another:

	Item	Initial Charge
1.	MPF Working Line Takeover (WLTO)	£27.18
2.	MPF Connection Charge Stopped Line Provide	£27.18
3.	MPF Working Line Takeover (WLTO) Re-using existing LIJ	£9.40
4.	MPF Connection Charge Stopped Line Provide Re-using existing LIJ	£9.40
5.	MPF Connection charge – New Provide Standard	£57.96
6.	MPF Tie Pair Modification (3 working day lead time Re-termination)	£27.78
7.	MPF Tie Pair Modification (Multiple Re-termination)	£20.88

## Section 4

### Meaning of Co-Mingling New Provide and Rental Services

For the purposes of Condition 12B, the expression “Co-Mingling New Provide and Rental Services” shall be construed as including only the following thirty three services, subject to any such changes as Ofcom may direct following any proposal by the Dominant Provider to introduce a new service or to substitute one or more of these thirty three for another:

Item	Initial Charge	
1.	Distant location full survey	£2,430.26
2.	Missed joint survey or testing appointment	£44.93
3.	Co-location order rejection - no space available	£567.00
4.	Co-location full survey	£12,520.36
5.	Site visit charge to be allocated to all orders not in conjunction with the installation of a base product	£711.04
6.	Co-Mingling order rejection - no space or insufficient space available	£1,161.09
7.	APO Cancellation Charge	£591.82
8.	Co-Mingling set up fee (per sq metre)	£593.00
9.	Comingling Shared Point of Presence Administration Fee	£570.00
10.	Cooling per kw	£3,830.00
11.	FCP (Powerbase) AC only base unit 600mm (w) x 600mm (d) to include lighting and cable management	£4,553.00
12.	FCP (Powerbase) AC only base unit 800mm (w) x 600mm (d) to include lighting and cable management	£4,948.47
13.	FCP (Powerbase) AC only base unit 600mm (w) x 800mm (d) to include lighting and cable management	£4,548.00
14.	FCP (Powerbase) AC only base unit 800mm (w) x 800mm (d) to include lighting and cable management	£5,432.00
15.	HDF sub rack (per sub rack 3x 100 pair capacity)	£62.41
16.	HDF cabinet 800mm (w) x 600mm (d) for FCP	£2,349.54
17.	HDF cabinet 800mm (w) x 800mm (d) for FCP	£2,843.63
18.	Rack Space Unit (RSU) for FCP to include lighting and cable management	£971.00
19.	MCB customisation at initial build for FCP	£66.35
20.	Cabinet doors per pair for FCP only (where provided as an upgrade will be subject to a Site Visit charge)	£755.97
21.	BT's Normal Working Hours, planned (charge)	£267.42



<b>22.</b>	BT's Normal Working Hours, unplanned (charge)	£400.70
<b>23.</b>	BASIS (BT Assisted Site Delivery Service) fixed charge	£800.50
<b>24.</b>	Site Access	£592.00
<b>25.</b>	Handover	£495.00
<b>26.</b>	Provision of sub meter	£1368.00
<b>27.</b>	Survey for capacity upgrade	£878.00
<b>28.</b>	AC Final Distribution Rental per 10kW increment per annum (Charges will appear in billed units of decawatts (10W))	£768.00
<b>29.</b>	Security rental per square metre per annum	£52.80
<b>30.</b>	Service Charge per square metre per annum	£134.40
<b>31.</b>	Security partitioning per site – annual rental charge	£294.00
<b>32.</b>	Rental of existing capacity per kW per annum (Charges will appear in billed units of decawatts (10W))	£398.40
<b>33.</b>	MDF Licence Fee per Internal Tie Cable per annum	£51.60

## Condition 12C – VULA charge control

<b>Limitation on scope of condition</b>	
<b>12C.1</b> (WLA Area 2, WLA Area 3)	Where the Dominant Provider publishes a Second Threshold Notice in relation to a Local Serving Exchange, this Condition 12C shall not apply to Copper-based Network Access in respect of any end user supplied with electronic communications services using that Local Serving Exchange provided that Fibre-based Network Access is available to a Third Party on reasonable request in respect of any such end users.

<b>Charges in First Relevant Year for individual services</b>	
<b>12C.2</b> (WLA Area 2, WLA Area 3)	<p>Except in so far as Ofcom may otherwise direct, the Dominant Provider shall secure that the Relevant Year Weighted Average Charge during the course of the First Relevant Year is no more than:</p> <ul style="list-style-type: none"> <li>(a) for FTTC 80/20 Rental, the amount of £90.92;</li> <li>(b) for FTTC 80/20 PCP Only Install Connection, the amount of £59.70;</li> <li>(c) for FTTC 80/20 Start of Stopped Line Connection, the amount of £3.89;</li> <li>(d) for VULA Migration, the amount of £3.89;</li> <li>(e) for VULA Bandwidth Change, only where it relates to: (i) Copper-based Network Access services, or (ii) GEA-FTTP services at locations at which Copper-based Network Access is not available, the amount of £7.12;</li> <li>(f) for 1 Gbit Cablelink Connection, the amount of £664.06;</li> <li>(g) for 10 Gbit Cablelink Connection, the amount of £1328.13;</li> <li>(h) for 1 Gbit Cablelink Rental, the amount of £0;</li> <li>(i) for 10 Gbit Cablelink Rental, the amount of £0;</li> <li>(j) for Superfast Visit Assure, only where it relates to: (i) Copper-based Network Access services, or (ii) GEA-FTTP services at locations at which Copper-based Network Access is not available, the amount of £165.69;</li> <li>(k) for VULA Cease, the amount of £0;</li> <li>(l) for SOGEA 80/20 Rental, the amount of £199.76; and</li> <li>(m) for FTTP 80/20 Rental at locations at which Copper-based Network Access is not available, the amount of £215.33.</li> </ul>

<b>Charges in subsequent Relevant Years for individual services</b>	
<b>12C.3</b> (WLA Area 2, WLA Area 3)	Except in so far as Ofcom may otherwise direct, in each of (i) the Second Relevant Year, (ii) the Third Relevant Year, (iii) the Fourth Relevant Year, and (iv) the Fifth Relevant Year, the Dominant Provider shall not charge more for each of the services specified in Condition 12C.2(a) to (m) than the maximum amount calculated by employing Formula 7 (Annual Charge Ceiling Formulae) with:

	<p>(a) <math>\bar{p}_{i,1}</math> defined as an amount equal to the cap on the average charge for the relevant service <math>i</math> in the First Relevant Year, as set out in Conditions 12C.2(a) to 12C.2(m) as applicable; and</p> <p>(b) <math>X_i</math> defined as zero.</p>
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### Charges for baskets of services

<b>12C.4</b> (WLA Area 2, WLA Area 3)	<p>The Dominant Provider shall take all reasonable steps to secure that at the end of each Relevant Year the Percentage Change (calculated in accordance with Condition 12C.5) in the aggregate amount charged for each of the following baskets of services is not more than the Controlling Percentage (calculated in accordance with Condition 12C.6):</p> <p>(a) the Area 2 FTTP 80/20 Connections Basket;</p> <p>(b) the Area 3 FTTP 80/20 Connections Basket.</p>
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### Calculation of Percentage Change

<b>12C.5</b> (WLA Area 2, WLA Area 3)	<p>For the purposes of Condition 12C.4, the Percentage Change for each of the Baskets shall be calculated by employing Formula 3 with <math>\bar{p}_{i,t-1}</math> defined as follows:</p> <p>(a) for the First Relevant Year, <math>\bar{p}_{i,t-1}</math> means the Initial Charge for the individual service, <math>i</math>, that forms part of the relevant Basket; and</p> <p>(b) for each of the Second Relevant Year, the Third Relevant Year, the Fourth Relevant Year and the Fifth Relevant Year, <math>\bar{p}_{i,t-1}</math> means the Prior Year Weighted Average Charge for the individual service, <math>i</math>, that forms part of the relevant Basket.</p>
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### Controlling Percentage

<b>12C.6</b> (WLA Area 2, WLA Area 3)	<p>Subject to Condition 12C.7, the Controlling Percentage in relation to any Relevant Year for each of the Baskets specified in Condition 12C.4 shall be calculated by employing Formula 5 (Controlling Percentage Formula) with <math>X</math> defined as zero.</p>
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### Deficiency/Excess

<b>12C.7</b> (WLA Area 2, WLA Area 3)	<p>For each of the Baskets specified in 12C.4:</p> <p>(a) where the Percentage Change in respect of a Basket at the end of one or more of (i) the First Relevant Year, (ii) the Second Relevant Year, (iii) the Third Relevant Year or (iv) the Fourth Relevant Year is either less than the Controlling Percentage (“Deficiency”) or more than the Controlling Percentage (“Excess”), then the Controlling Percentage for that Basket for the following Relevant Year shall be determined in accordance with Formula 6 (Controlling Percentage</p>
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	<p>Allowing for Deficiency or Excess Formula) with X defined as set out in Condition 12C.6: and</p> <p>(b) where the Percentage Change in any Relevant Year is more than the Controlling Percentage, the Dominant Provider shall, to the extent reasonably possible, and as soon as reasonably practicable, repay the Relevant Excess Revenue to the relevant Affected Communications Provider.</p>
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### Other controls on charges

<b>12C.8</b>	The Dominant Provider shall secure that during each Relevant Year:
<b>(WLA Area 2, WLA Area 3)</b>	<p>(a) the amount charged by the Dominant Provider for VULA Cancel/Amend/Modify - CRD is the same as the amount charged for VULA Bandwidth Change where the VULA Bandwidth Change relates to: (i) Copper-based Network Access services; or (ii) GEA-FTTP services at locations at which Copper-based Network Access is not available;</p> <p>(b) the amount charged by the Dominant Provider for VULA Cancel/Amend/Modify - Regrading is the same as the amount charged for VULA Bandwidth Change where the VULA Bandwidth Change relates to: (i) Copper-based Network Access services; or (ii) GEA-FTTP services at locations at which Copper-based Network Access is not available; and</p> <p>(c) the amount charged by the Dominant Provider for VLAN Move is the same as the amount charged for VULA Bandwidth Change, where the VULA Bandwidth Change relates to: (i) Copper-based Network Access services; or (ii) GEA-FTTP services at locations at which Copper-based Network Access is not available.</p>

### Material change

<b>12C.9</b>	Except where Condition 12C.10 applies, where:
<b>(WLA Area 2, WLA Area 3)</b>	<p>(a) the Dominant Provider makes, or proposes to make, a material change (other than to a charge) to any Charge Controlled Service;</p> <p>(b) the Dominant Provider makes a change to the date on which its financial year ends; or</p> <p>(c) there is a material change in the basis of the Consumer Prices Index,</p> <p>Conditions 12C.1 to 12C.8 shall have effect subject to such reasonable adjustment to take account of the change as Ofcom may direct. For the purposes of this Condition 12C.9, a material change to the Charge Controlled Service includes (but is not limited to) the introduction of a new service that is substantially similar to, an existing Charge Controlled Service; or a change as to the billing practice for the Charge Controlled Service.</p>

### Substituted Services

<b>12C.10</b>	Where the Dominant Provider introduces, at any time during each Relevant Year, a Substituted Service wholly or substantially in substitution for a service which is subject
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<p><b>(WLA Area 2, WLA Area 3)</b></p>	<p>to this Condition 12C (the “Replaced Service”), the following shall apply to the Substituted Service:</p> <ul style="list-style-type: none"> <li>(a) if the Replaced Service falls within a Basket, then the Substituted Service shall fall within the same Basket set out in Condition 12C.4 as the Replaced Service;</li> <li>(b) the Substituted Service shall be subject to the entirety of this Condition 12C subject to such reasonable adjustment to take account of the change as Ofcom may direct to be appropriate in the circumstances; and</li> <li>(c) in the Relevant Year that the Substituted Service is introduced, any reference in this Condition 12C to charges and/or volumes in the Prior Year (including any reference to the Prior Year Weighted Average Charge) shall be treated as a reference to charges and/or volumes in the Prior Year as Ofcom may direct as appropriate in the circumstances.</li> </ul>
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<p><b>Compliance</b></p>	
<p><b>12C.11</b> <b>(WLA Area 2, WLA Area 3)</b></p>	<p>The Dominant Provider must record, maintain and supply to Ofcom in an electronic format, no later than five months after the end of each Relevant Year, the data necessary for Ofcom to monitor compliance of the Dominant Provider with this Condition 12C. The data must include:</p> <ul style="list-style-type: none"> <li>(a) pursuant to Conditions 12C.5, the calculated Percentage Change relating to each Basket listed in Condition 12C.4;</li> <li>(b) all relevant data the Dominant Provider used in the calculation of each Percentage Change as set out in Condition 12C.5, including for each specific service in a Basket;</li> <li>(c) all relevant Total Revenues during the Relevant Year in respect of the individual service (as applicable) in the Basket and source and calculations thereof;</li> <li>(d) all relevant data the Dominant Provider used in the calculation of the Percentage Change as set out in Condition 12C.5, including for each specific service in a Basket;</li> <li>(e) (all charges, excluding any discounts, published by the Dominant Provider from time to time during the Relevant Year and the Prior Year, including the dates and time periods during which they were in force;</li> <li>(f) the Relevant Year Weighted Average Charges and the Prior Year Weighted Average Charges for all of the services to which Condition 12C.2 applies and calculations thereof;</li> <li>(g) other data necessary for monitoring compliance with the charge control; and</li> <li>(h) such data as Ofcom may from time to time direct.</li> </ul> <p>The Dominant Provider must publish on its website a non-confidential version of the information provided under (a) to (h).</p> <p>The information provided to Ofcom under (a) to (h) must be accompanied by a statement from a person independent from the Dominant Provider providing assurance on the data. This assurance shall be in the form of Agreed Upon Procedures. The statement provided to Ofcom by the person independent from the Dominant</p>

	Provider shall set out the results of the tests carried out in order to give the Agreed Upon Procedures assurance.
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<b>Directions</b>	
<b>12C.12</b> (WLA Area 2, WLA Area 3)	Conditions 12C.1 to 12C.11 shall not apply to such extent as Ofcom may direct.
<b>12C.13</b> (WLA Area 2, WLA Area 3)	The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition 12C.

<b>Interpretation</b>	
<b>12C.14</b> (WLA Area 2, WLA Area 3)	<p>In this Condition 12C:</p> <p>(a) <b>“1 Gbit Cablelink Connection”</b> shall be construed as having the same meaning as the connection charge for ‘1 Gigabit GEA Cablelink (provides access to the Fibre-enabled customer base)’, which is the definition and explanation of its GEA – FTTC and GEA – FTTP services set out by the Dominant Provider on its website;</p> <p>(b) <b>“10 Gbit Cablelink Connection”</b> shall be construed as having the same meaning as the connection charge for ‘10 Gigabit GEA Cablelink (provides access to the Fibre-enabled customer base)’, which is the definition and explanation of its GEA – FTTC and GEA – FTTP services set out by the Dominant Provider on its website;</p> <p>(c) <b>“1 Gbit Cablelink Rental”</b> shall be construed as having the same meaning as the annual rental charge for ‘1 Gigabit GEA Cablelink (provides access to the Fibre-enabled customer base)’, which is the definition and explanation of its GEA – FTTC and GEA – FTTP services set out by the Dominant Provider on its website;</p> <p>(d) <b>“10 Gbit Cablelink Rental”</b> shall be construed as having the same meaning as the annual rental charge for ‘10 Gigabit GEA Cablelink (provides access to the Fibre-enabled customer base)’, which is the definition and explanation of its GEA – FTTC and GEA – FTTP services set out by the Dominant Provider on its website;</p>

- (e) **“Area 2 FTTP 80/20 Connections Basket”** means all the services listed in Section 1 of the Annex to this Condition 12C;
- (f) **“Area 3 FTTP 80/20 Connections Basket”** means all the services listed in Section 2 of the Annex to this Condition 12C;
- (g) **“Basket”** means the Area 2 FTTP 80/20 Connections Basket or the Area 3 FTTP 80/20 Connections Basket, as applicable;
- (h) **“Charge Controlled Service”** means a service listed in Condition 12C.2 or in a Basket in Condition 12C.4 in respect of which the Dominant Provider imposes a charge on a Third Party (for the avoidance of doubt, a charge is considered to be imposed where the charge is £0);
- (i) **“Controlling Percentage”** is to be determined in accordance with Condition 12C.6;
- (j) **“Excess Revenue”** means the difference between: (i) the revenue which the Dominant Provider earned in the Relevant Year from providing the services in a Basket under Condition 12C.4; and (ii) the revenue the Dominant Provider would have earned in the Relevant Year from providing the services in that Basket, if it had complied with Condition 12C.5;
- (k) **“FTTC”** means Fibre-to-the-Cabinet, an Electronic Communications Network consisting of optical fibre extending from the local access node to the street cabinet;
- (l) **“FTTC 80/20 Rental”** shall be construed as having the same meaning as ‘Up to 80Mbit/s downstream and up to 20Mbit/s upstream (including Simultaneous Provide)’, which is the definition and explanation of its GEA – FTTC services set out by the Dominant Provider on its website;
- (m) **“FTTC 80/20 PCP Only Install Connection”** shall be construed as having the same meaning as ‘PCP Only Install’, which is the definition and explanation of its GEA – FTTC services set out by the Dominant Provider on its website, where the connection is to allow a Third Party to access a bandwidth of up to 80Mbit/s downstream and up to 20Mbit/s upstream;
- (n) **“FTTC 80/20 Start of Stopped Line Connection”** shall be construed as having the same meaning as ‘Start of Stopped Line’, which is the definition and explanation of its GEA – FTTC services set out by the Dominant Provider on its website, where the connection is to allow a Third Party to access a bandwidth of up to 80Mbit/s downstream and up to 20Mbit/s upstream;

- (o) **“Initial Charge”** means, for the purposes of calculating the Percentage Change in accordance with Condition 12C.5, the charge by the Dominant Provider for the individual service, i, in the relevant Basket as set out in the column entitled ‘Initial Charge’ in the relevant Section of the Annex 1 to this Condition 12C;
- (p) **“Percentage Change”** has the meaning given to it in 12C.5;
- (q) **“Relevant Excess Revenue”** means the Excess Revenue earned from charging the Affected Communications Provider;
- (r) **“Replaced Service”** means any service in a Basket that is withdrawn and wholly or substantially replaced by a Substituted Service
- (s) **“SOGEA 80/20 Rental”** shall be construed as having the same meaning as the annual rental charge for 'Single Order Generic Ethernet Access up to 80Mbit/s/20Mbit/s' as provided by the Dominant Provider where Single Order Generic Ethernet Access is the name given by the Dominant Provider to its GEA- FTTC service where only a broadband service is being provided;
- (t) **“Substituted Service”** means one or more services subject to Condition 12C.10 that are introduced and wholly or substantially replace a Replaced Service;
- (u) **“Superfast Visit Assure”** shall be construed as having the same meaning as ‘Visit Assure – Visit to customer premises’ which is the definition and explanation of its GEA – FTTC and GEA – FTTP services set out as provided by the Dominant Provider on its website;
- (v) **“Total Revenues”** means the total revenue from communications providers (including, for the avoidance of doubt, the Dominant Provider itself) in relation to the services subject to this Condition 12C.
- (w) **“VLAN Move”** shall be construed as having the same meaning as ‘VLAN moves applied to GEA Cablelink Modify transactions’, which is the definition and explanation of its GEA – FTTC and GEA – FTTP services set out by the Dominant Provider on its website;
- (x) **“VULA 80/20 Cancel/Amend/Modify – CRD”** shall be construed as having the same meaning as ‘Cancel/Amend/Modify - CRD Amend, order notes amend, order cancellation, Care Level’, which is the definition and explanation of its GEA – FTTC and GEA – FTTP services set out by the Dominant Provider on its website, where the change is to allow a Third Party to access a bandwidth of up to 80Mbit/s downstream and up to 20Mbit/s upstream;



- (y) **“VULA 80/20 Cancel/Amend/Modify – Regrading”** shall be construed as having the same meaning as ‘Cancel/Amend/Modify - Regrading of existing upstream or downstream speed, both at point of sale and in-life’ which is the definition and explanation of its GEA – FTTC and GEA – FTTP services set out by the Dominant Provider on its website, where the change is to allow a Third Party to access a bandwidth of up to 80Mbit/s downstream and up to 20Mbit/s upstream;
- (z) **“VULA Cease”** shall be construed as having the same meaning as ‘Service cessation (any product variant)’ which is the definition and explanation of its GEA – FTTC and GEA – FTTP services set out by the Dominant Provider on its website; and
- (aa) **“VULA Migration”** means the transfer of control of a Virtual Unbundled Local Access service between Third Parties purchasing Virtual Unbundled Local Access from the Dominant Provider.

## Annex to Condition 12C

### Services subject to charge control pursuant to Condition 12C

For the purposes of Condition 12C, each of the services described in sections 1 to 2 of this Annex are subject to such changes as Ofcom may direct from time to time, following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case the relevant list in section 1 or 2 shall be construed accordingly).

#### Section 1

##### “Meaning of Area 2 FTTP 80/20 Connections Basket”

For the purposes of Condition 12C, the expression “Area 2 FTTP 80/20 Connections Basket” shall be construed as including the services listed in section 1 of this Annex in relation to the provision of FTTP 80/20 Connection at premises in WLA Area 2, where Copper-based Network Access is not available.

	Standard Connections	Initial Charge
1.	Standard Connection – List price (Area 2 customers only); <sup>1</sup>	£[122.81]
2.	Standard Connection – New to network – Residential Area 2; <sup>2</sup>	£[30.97]
3.	Standard Connection – All other bandwidths – Non New to Network – Residential Area 2; <sup>3</sup>	£[61.93]
4.	Standard Connection: All other bandwidths - Non New To Network – Residential Area 2 standard connection (not same CP regrades); <sup>4</sup>	£[61.93]

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<sup>1</sup> Openreach, *Price List, Generic Ethernet Access (FTTP)*, <https://www.openreach.co.uk/orpg/home/products/pricing/notificationDetails.do?data=ThQLPOgdo8c%2FpcQlNXj7BQ1SIIR3Eedo8zGwEN2opukhdXmjN7kgSe7jHO%2FfsJgRNbuS4in2Opzba%2BeTCy5nyaAmkKMAog%2BKEa%2FzywyXh%2B733FkRprdkPimbVIJEBnnx> (accessed 6 March 2025).

<sup>2</sup> Openreach, *Price List, Equinox Long Term Offer*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=CGhm4h3ITUYC3ALXzxLGrqeDXJ5AMk7lqbbqwIROuRGrmMlIOOG7b%2F12AmPFLBERe6YShZ82RgLOGLsH2e9%2Bmw%3D%3D> (accessed 28 February 2025).

<sup>3</sup> Openreach, *Price List, Equinox Long Term Offer*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=CGhm4h3ITUYC3ALXzxLGrqeDXJ5AMk7lqbbqwIROuRGrmMlIOOG7b%2F12AmPFLBERe6YShZ82RgLOGLsH2e9%2Bmw%3D%3D> (accessed 28 February 2025).

<sup>4</sup> Openreach, *Access Charge Change Notice*, <https://www.openreach.co.uk/orpg/home/products/pricing/notificationDetails.do?data=ThQLPOgdo8c%2FpcQlNXj7BQ1SIIR3Eedo8zGwEN2opukhdXmjN7kgSe7jHO%2FfsJgRNbuS4in2Opzba%2BeTCy5nyaAmkKMAog%2BKEa%2FzywyXh%2B733FkRprdkPimbVIJEBnnx> (accessed 6 March 2025).

<b>5.</b>	Standard Connection: Non New To Network – Residential Area 2 standard connection (same CP regrades) for all other eligible bandwidths. <sup>5</sup>	£[29.95]
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## Section 2

### “Meaning of Area 3 FTTP 80/20 Connections Basket”

For the purposes of Condition 12C, the expression “Area 3 FTTP 80/20 Connections Basket” shall be construed as including all the services listed in section 2 of this Annex in relation to the provision of FTTP 80/20 Connection at premises in WLA Area 3, where Copper-based Network Access is not available.

Standard Connections	Initial Charge
<b>Standard Connection – List price (Area 3 customers only);<sup>6</sup></b>	£[122.81]
<b>Standard Connection: Non New To Network – Residential Area 3 standard connection (same CP regrades) for all eligible bandwidths.<sup>7</sup></b>	£[83.46]

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<sup>5</sup> Openreach, *Access Charge Change Notice*, <https://www.openreach.co.uk/orgp/home/products/pricing/notificationDetails.do?data=ThQLPOgdo8c%2FpcQlNXj7BQ1SIIR3Eedo8zGwEN2opukhdXmjN7kgSe7jHO%2FfsJgRNbuS4in2Opzba%2BeTCy5nyaAmkKMAog%2BKEa%2FzywyXh%2B733FkRprdkPimbVIJEBnnx> [accessed 6 March 2025].

<sup>6</sup> Openreach, *Price List, Generic Ethernet Access (FTTP)*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=M80QNeH46o4g6JKGD604vTypQOKfNn%2Beo6vmoVhAOBZZ6rNZujnCs99NbIKJZPD9hXYmijxH6wrCQm97GZMyQ%3D%3D> [accessed 6 March 2025].

<sup>7</sup> Openreach, *Price List, Equinox 2 GEA-FTTP Offer Overlay*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=RGU5keX9KGhGJ1IUvVo702wAOa%2BhaEuR9cq2ltOSlhOrmMlIOOG7b%2F12AmPFLBERe6YShZ82RgLOGLsh2e9%2Bmw%3D%3D> [accessed 28 February 2025].

## Condition 12D – Charge controls and related provisions relevant to both MPF and VULA

<b>Limitation on scope of condition</b>	
<b>12D.1</b> (WLA Area 2, WLA Area 3)	Where the Dominant Provider publishes a Second Threshold Notice in relation to a Local Serving Exchange, this Condition 12D shall not apply to Copper-based Network Access in respect of any end user supplied with electronic communications services using that Local Serving Exchange provided that Fibre-based Network Access is available to a Third Party on reasonable request in respect of any such end users.
<b>12D.2</b> (WLA Area 2, WLA Area 3)	The charge controls in Conditions 12D.3 and 12D.4 apply to the services specified in Condition 12D.3 where those services relate to: (i) Copper-based Network Access services; or (ii) GEA-FTTP services at locations at which Copper-based Network Access is not available.

<b>Charges in First Relevant Year</b>	
<b>12D.3</b> (WLA Area 2, WLA Area 3)	<p>The Dominant Provider shall secure that the Relevant Year Weighted Average Charge during the course of the First Relevant Year is no more than:</p> <ul style="list-style-type: none"> <li>(a) for a Standard Chargeable Visit, the amount of: <ul style="list-style-type: none"> <li>(i) £[98.45] when that service is provided within the hours of 8am to 5pm on a Working Day;</li> <li>(ii) £[142.80] when that service is provided on a Non-Working Day; and</li> <li>(iii) £[120.65] when that service is provided on a Saturday or outside the hours of 8am to 5pm on a Working Day;</li> </ul> </li> <li>(b) for an Additional Hour, the amount of: <ul style="list-style-type: none"> <li>(i) £[44.34] per hour when that service is provided within the hours of 8am to 5pm on a Working Day;</li> <li>(ii) £[88.72] per hour when that service is provided on a Non-Working Day; and</li> <li>(iii) £[66.52] per hour when that service is provided on a Saturday or outside the hours of 8am to 5pm on a Working Day;</li> </ul> </li> <li>(c) for Supplementary Charges (Per Visit), the amount of: <ul style="list-style-type: none"> <li>(i) £[54.09] when that service is provided on a Non-Working Day; and</li> <li>(ii) £[27.05] when that service is provided on a Saturday or outside the hours of 8am to 5pm on a Working Day;</li> </ul> </li> <li>(d) for Supplementary Charges (Per Hour), the amount of: <ul style="list-style-type: none"> <li>(i) £[54.09] per hour when that service is provided on a Non-Working Day; and</li> <li>(ii) £[27.05] per hour when that service is provided on a Saturday or outside the hours of 8am to 5pm on a Working Day;</li> </ul> </li> <li>(e) for Internal and External Shifts, the amount of £[108.19]; and</li> <li>(f) for Additional Line Shifted, the amount of £[54.09].</li> </ul>

### Charges in subsequent Relevant Years

<p><b>12D.4</b> (WLA Area 2, WLA Area 3)</p>	<p>For each of the services specified in Condition 12D.3, the Dominant Provider shall take all reasonable steps to secure that in each of (i) the Second Relevant Year, (ii) the Third Relevant Year, (iii) the Fourth Relevant Year, and (iv) the Fifth Relevant Year, the charge for the relevant service is not more than the amount calculated by employing Formula 7 (Annual Charge Ceiling Formulae) with:</p> <p><math>\bar{p}_{i,1}</math> defined as the cap on the average charge for the service <math>i</math> in the First Relevant Year, as set out in Conditions 12D.3(a) to 12D.3(f), as applicable;</p> <p>and</p> <p><math>X_i</math> defined as zero.</p>
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### Other controls on charges

<p><b>12D.5</b> (WLA Area 2, WLA Area 3)</p>	<p>The Dominant Provider shall secure that during each Relevant Year:</p> <p>(a) the amount charged by it for MPF Amend is the same as the amount charged by it for VULA Bandwidth Change where the VULA Bandwidth Change relates to: (i) Copper-based Network Access services; or (ii) GEA-FTTP services at locations at which Copper-based Network Access is not available; and</p> <p>(b) the amount charged by it for MPF Cancellation is the same as the amount charged by it for VULA Bandwidth Change where the VULA Bandwidth Change relates to: (i) Copper-based Network Access services; or (ii) GEA-FTTP services at locations at which Copper-based Network Access is not available.</p>
<p><b>12D.6</b> (WLA Area 2, WLA Area 3)</p>	<p>(a) The Dominant Provider shall take all reasonable steps to secure that the charge for each Special Fault Investigation Service in each Relevant Year does not exceed the amount calculated in accordance with the following formula:</p> <p style="text-align: center;"><i>Engineer Time x Hourly Charge</i></p> <p>Where:</p> <p><i>Engineer Time</i> means in relation to a Special Fault Investigation Service:</p> <p>(i) the amount of time determined by the Dominant Provider as at 1 April 2026 as being required by an engineer in order to complete the corresponding Special Fault Investigation Service; or</p> <p>(ii) such other amount of time as Ofcom may from time to time direct.</p> <p><i>Hourly Charge</i> means:</p> <p>(i) in the First Relevant Year, not more than £[54.09];</p> <p>(ii) in each of the Second Relevant Year, the Third Relevant Year, the Fourth Relevant Year and the Fifth Relevant Year, not more than the amount calculated by employing Formula 7 (Annual Maximum Charge Ceiling Formula) with <math>\bar{p}_{i,1}</math> defined as £[54.09] and <math>X_i</math> defined as zero.</p> <p>(b) The Dominant Provider shall take all reasonable steps to secure that the charge for each Special Fault Investigation – Assure and Special Fault Investigation – Frame</p>

	<p>Direct Module in each Relevant Year does not exceed the amount calculated in accordance with the following formula:</p> $(Engineer\ Time \times Hourly\ Charge) + Visit\ Charge$ <p>Where:</p> <p><i>Engineer Time</i> means in relation to a Special Fault Investigation – Assure or Special Fault Investigation – Frame Direct Module (as applicable):</p> <ul style="list-style-type: none"> <li>(i) the amount of time determined by the Dominant Provider as at 1 April 2026 as being required by an engineer in order to complete the corresponding Special Fault Investigation – Assure or Special Fault Investigation – Frame Direct Module; or</li> <li>(ii) such other amount of time as Ofcom may from time to time direct.</li> </ul> <p><i>Hourly Charge</i> has the same meaning as in Condition 12D.6(a).</p> <p><i>Visit Charge</i> must be charged as follows:</p> <ul style="list-style-type: none"> <li>(i) in the First Relevant Year, not more than £[54.09];</li> <li>(ii) in each of the Second Relevant Year, the Third Relevant Year, the Fourth Relevant Year and the Fifth Relevant Year, not more than the amount calculated by employing Formula 7 (Annual Maximum Charge Ceiling Formula) with <math>\bar{p}_{i,1}</math> defined as £[54.09] and X defined as zero.</li> </ul> <p>(c) The amount of time determined by the Dominant Provider under Conditions 12D.6(a) and 12D. 6(b) as being required by an engineer in order to complete the corresponding Special Fault Investigation Service, Special Fault Investigation – Assure or Special Fault Investigation – Frame Direct Module (as applicable) must be fair and reasonable.</p>
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<b>Material change</b>	
<b>12D.7</b>	Where:
<b>(WLA Area 2, WLA Area 3)</b>	<ul style="list-style-type: none"> <li>(a) the Dominant Provider makes, or proposes to make, a material change (other than to a charge) to any Charge Controlled Service for which an amount is charged;</li> <li>(b) the Dominant Provider makes a change to the date on which its financial year ends; or</li> <li>(c) there is a material change in the basis of the Consumer Prices Index,</li> </ul> <p>Conditions 12D.1 to 12D.6 shall have effect subject to such reasonable adjustment to take account of the change as Ofcom may direct. For the purposes of this Condition 12D.7, a material change to the Charge Controlled Service includes (but is not limited to) the introduction of a new service wholly or substantially in substitution for, or that is substantially similar to, an existing Charge Controlled Service; or a change as to the billing practice for the Charge Controlled Service.</p>

## Compliance

<b>12D.8</b> <b>(WLA Area 2, WLA Area 3)</b>	<p>The Dominant Provider must record, maintain and supply to Ofcom in an electronic format, no later than five months after the end of each Relevant Year, the data necessary for Ofcom to monitor compliance of the Dominant Provider with this Condition 12D. The data must include:</p> <ul style="list-style-type: none"><li>(a) all charges, excluding any discounts, published by the Dominant Provider from time to time during the Relevant Year and the Prior Year, including the dates and time periods during which they were in force;</li><li>(b) all data used by the Dominant Provider in the calculation of charges for services in accordance with Condition 12D.6, including determinations made by the Dominant Provider in relation to the time required to complete the relevant services;</li><li>(c) other data necessary for monitoring compliance with the charge control; and</li><li>(d) such data as Ofcom may from time to time direct.</li></ul> <p>The Dominant Provider must publish on its website a non-confidential version of the information provided under (a) to (c).</p> <p>The information provided to Ofcom under (a) to (c) must be accompanied by a statement from a person independent from the Dominant Provider providing assurance on the data. This assurance shall be in the form of Agreed Upon Procedures. The statement provided to Ofcom by the person independent from the Dominant Provider shall set out the results of the tests carried out in order to give the Agreed Upon Procedures assurance.</p>
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## Directions

<b>12D.9</b> <b>(WLA Area 2, WLA Area 3)</b>	The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition 12D.
<b>12D.10</b> <b>(WLA Area 2, WLA Area 3)</b>	The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition 12D.

## Interpretation

<b>12D.11</b> <b>(WLA Area 2,</b>	In this Condition 12D: <ul style="list-style-type: none"><li>(a) “<b>Additional Hour</b>” means the provision of the service which is reasonably necessary for the use of MPF Services or VULA (as applicable) and shall be construed as having the same meaning as ‘Additional Hours (or Part thereof)’,</li></ul>
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Area 3)**

which is the definition and explanation of this service set out by the Dominant Provider on its website;

- (b) **“Additional Line Shifted”** means the provision of the service which is reasonably necessary for the use of MPF Services or VULA (as applicable) and shall be construed as having the same meaning as ‘Additional Line shifted’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (c) **“Charge Controlled Service”** means:
  - (i) a service listed in Condition 12D.3;
  - (ii) any Special Fault Investigation Service;
  - (iii) any Special Fault Investigation – Assure; and
  - (iv) any Special Fault Investigation – Frame Direct Module.
- (d) **“Internal and External Shifts”** means the provision of the service which is reasonably necessary for the use of MPF Services or VULA (as applicable) and shall be construed as having the same meaning as ‘Internal and External Shifts’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (e) **“MPF Amend”** means the provision of the service which is reasonably necessary for the use of MPF Services and shall be construed as having the same meaning as ‘Amend orders. Allowable change to MPF Order’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (f) **“MPF Cancellation”** means the provision of the service which is reasonably necessary for the use of MPF Services and shall be construed as having the same meaning as ‘Cancellation of MPF orders for Provide, Migration, Working Line Takeover, Modification or Amend’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (g) **“MPF Services”** means network access to Metallic Path Facilities;
- (h) **“MPF Special Fault Investigation Assure”** means the provision of the service which is reasonably necessary for the use of MPF Services and shall be construed as having the same meaning as ‘MPF Special Fault Investigation Assure’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (i) **“MPF Special Fault Investigation 2 (SF12) - Frame direct module”** means the provision of the service which is reasonably necessary for the use of MPF Services and shall be construed as having the same meaning as ‘MPF Special Fault Investigation 2 (SF12) - Frame direct module’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (j) **“Non-working day”** means Sundays, public holidays or bank holidays in England and Wales, Scotland or Northern Ireland (as applicable);
- (k) **“Special Fault Investigation – Frame Direct Module”** means the provision of the service which is reasonably necessary for the use of MPF Services and shall be construed as having the same meaning as ‘MPF Special Fault Investigation 2 (SF12) – Frame direct module’, which is the definition and explanation of this service set out by the Dominant Provider on its website;



- (l) **“Special Fault Investigation Service”** means any of the following services (as applicable) where such service is reasonably necessary for the use of MPF Services:
- (i) MPF Special Fault Investigation 2 (SFI2) - Frame Direct Module; and
  - (ii) MPF Special Fault Investigation Assure;
- (m) **“Standard Chargeable Visit”** means the provision of the service which is reasonably necessary for the use of MPF Services or VULA (as applicable) and shall be construed as having the same meaning as ‘Standard Chargeable Visit (Visit plus up to 1 hours work)’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (n) **“Supplementary Charges (Per Hour)”** means the provision of the service which is reasonably necessary for the use of MPF Services or VULA (as applicable) and shall be construed as having the same meaning as ‘Supplementary charges (Per Hour or Part thereof)’, which is the definition and explanation of this service set out by the Dominant Provider on its website;
- (o) **“Supplementary Charges (Per Visit)”** means the provision of the service which is reasonably necessary for the use of MPF Services or VULA (as applicable) and shall be construed as having the same meaning as ‘Supplementary charges (Per Visit)’, which is the definition and explanation of this service set out by the Dominant Provider on its website; and
- (p) **“Working Day”** means any day other than Saturdays, Sundays, public holidays or bank holidays in England and Wales, Scotland or Northern Ireland (as applicable).

## Condition 12E – Controls on Ethernet and WDM Services

<b>Ethernet Charge Control Baskets</b>	
<b>12E.1</b> <b>(LLA Area 2)</b>	Subject to Condition 12E.16, the Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change (calculated in accordance with Condition 12E.8) in the total charges for all services falling within the Ethernet (all bandwidths) Basket is not greater than the Controlling Percentage (calculated in accordance with Condition 12E.10).
<b>12E.2</b> <b>(LLA Area 3)</b>	Subject to Condition 12E.16, the Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change (calculated in accordance with Condition 12E.8) in the total charges for all services falling within the Ethernet (over 1 Gbit/s) Basket is not greater than the Controlling Percentage (calculated in accordance with Condition 12E.10).
<b>12E.3</b> <b>(LLA Area 3)</b>	Subject to Condition 12E.16, the Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change (calculated in accordance with Condition 12E.8) in the total charges for all services falling within the Ethernet (1 Gbit/s and below) Basket is not greater than the Controlling Percentage (calculated in accordance with Condition 12E.11).
<b>12E.4</b> <b>(IEC BT Only, IEC BT+!, IEC BT+2)</b>	Subject to Condition 12E.16, the Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change (calculated in accordance with Condition 12E.8) in the total charges for all services falling within the Ethernet (IEC) Basket is not greater than the Controlling Percentage (calculated in accordance with Condition 12E.10).

<b>Charges for other services</b>	
<b>12E.5</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</b>	Subject to Condition 12E.16, the Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change in respect of the charge for each Main Link service (calculated in accordance with Condition 12E.9) is not greater than the Controlling Percentage (calculated in accordance with Condition 12E.10).
<b>12E.6</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</b>	Subject to Condition 12E.16, the Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change in the charge for each Miscellaneous Ancillary Service (calculated in accordance with Condition 12E.9), is not greater than the Controlling Percentage (calculated in accordance with Condition 12E.10).

<p><b>12E.7</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</p>	<p>Subject to Condition 12E.16, the Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change in the charge for each WDM Service (calculated in accordance with Condition 12E.9) is not greater than the Controlling Percentage (calculated in accordance with Condition 12E.10).</p>
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### Percentage Change

<p><b>12E.8</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</p>	<p>In relation to Conditions 12E.1, 12E.2, 12E.3 and 12E.4, the Percentage Change shall be calculated by employing Formula 3 (Percentage Change Basket Calculation Formula), with references to the 'relevant Basket' treated, respectively, as a reference to:</p> <ul style="list-style-type: none"> <li>(i) the Ethernet (all bandwidths) Basket, for the purposes of Condition 12E.1;</li> <li>(ii) the Ethernet (over 1Gbit/s) Basket, for the purposes of Condition 12E.2;</li> <li>(iii) the Ethernet (1Gbit/s and below) Basket, for the purposes of Condition 12E.3; and</li> <li>(iv) the Ethernet (IEC) Basket, for the purposes of Condition 12E.4.</li> </ul>
<p><b>12E.9</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</p>	<p>For the purposes of Condition 12E.5, 12E.6 and 12E.7, the Percentage Change for each Main Link service, each Miscellaneous Ancillary Service and each WDM Service, shall be calculated by employing Formula 4 (Percentage Change Single Service Formula).</p>

### Controlling Percentage

<p><b>12E.10</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</p>	<p>Subject to the provisions set out in Conditions 12E.13 to 12E.15, the Controlling Percentage for the purposes of Conditions 12E.1, 12E.2, 12E.4 and 12E.7 shall be calculated in relation to any Relevant Year by employing Formula 5 (Controlling Percentage Formula), with <i>X</i> defined as zero.</p>
<p><b>12E.11</b> (LLA Area 3)</p>	<p>Subject to the provisions set out in Condition 12E.13 and 12E.15, the Controlling Percentage for the purposes of Condition 12E.3 shall be calculated in relation to any Relevant Year by employing Formula 5 (Controlling Percentage Formula) with <i>X</i> defined as [-4.75 to -8.50] percentage points.</p>

<p><b>12E.12</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</p>	<p>The Controlling Percentage for the purposes of Conditions 12E.5 and 12E.6 shall be calculated in relation to any Relevant Year by employing Formula 5 (Controlling Percentage Formula), with X defined as zero.</p>
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### Deficiency/Excess

<p><b>12E.13</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</p>	<p>In relation to Conditions 12E.1, 12E.2, 12E.3 and 12E.4, where the Percentage Change for a Basket at the end of one or more of (i) the First Relevant Year, (ii) the Second Relevant Year, (iii) the Third Relevant Year or (iv) the Fourth Relevant Year is either less than the applicable Controlling Percentage (“Deficiency”) or more than the applicable Controlling Percentage (“Excess”), then the Controlling Percentage for the following Relevant Year shall be determined in accordance with Formula 6 (Controlling Percentage Allowing for Deficiency or Excess Formula) with X defined as:</p> <ul style="list-style-type: none"> <li>(a) zero, for the purposes of Conditions 12E.1, 12E.2 and 12E.4; and</li> <li>(b) [-4.75 to -8.50] for the purposes of Condition 12E.3.</li> </ul>
<p><b>12E.14</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</p>	<p>For the purposes of Condition 12E.7, where the Percentage Change for a WDM Service at the end of one or more of (i) the First Relevant Year, (ii) the Second Relevant Year, (iii) the Third Relevant Year or (iv) the Fourth Relevant Year is either less than the Controlling Percentage (“Deficiency”) or more than the Controlling Percentage for that Service (“Excess”), then the Controlling Percentage for the following Relevant Year shall be determined in accordance with Formula 6 (Controlling Percentage Allowing for Deficiency or Excess Formula) with X defined as zero.</p>
<p><b>12E.15</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</p>	<p>In the case of Excess under Condition 12E.13 or Condition 12E.14, the Dominant Provider shall, to the extent reasonably possible, and as soon as reasonably practicable, repay the Relevant Excess Revenue to the relevant Affected Communications Provider.</p>

### Minimum contract periods and discounts

<p><b>12E.16</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</p>	<p>For the purposes of determining compliance with this Condition 12E, the relevant charges shall be calculated as follows:</p> <ul style="list-style-type: none"> <li>(a) including Three Year Term Products;</li> <li>(b) including Five Year Term Products; and</li> </ul>
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Area 2, LLA Area 3)	(c) excluding Time Limited Discounts and all other forms of discounts; and shall be subject to the provisions set out in Condition 12G.11.
12E.17 (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)	Except to the extent Condition 12E.18 applies, where a service listed in the Annex to this Condition 12E is available with more than one minimum contract period (which for these purposes includes no specified minimum contract period), the charge for the purposes of determining compliance with this Condition 12E shall be deemed to be the charge for the service without a minimum contract period, or if no such service is offered, the service with the shortest minimum contract period.
12E.18 (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)	Every Three Year Term Product and Five Year Term Product offered by the Dominant Provider in respect of a service listed in the Annex to this Condition 12E shall be deemed, for the purposes of determining compliance with this Condition 12E, to be a separate service falling within the relevant Basket, a separate Main Link service, a separate Miscellaneous Ancillary Service or a separate WDM Service (as applicable).

### Material Change

12E.19 (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)	<p>Except where Condition 12E.20 applies, where:</p> <ul style="list-style-type: none"> <li>(a) the Dominant Provider makes, or proposes to make, a material change (other than to a charge) to any service which is subject to this Condition 12E;</li> <li>(b) the Dominant Provider makes a change to the date on which its Financial Year ends; or</li> <li>(c) there is a material change in the basis of the Consumer Prices Index;</li> </ul>
	<p>Condition 12E shall have effect subject to such reasonable adjustment to take account of the change as Ofcom may direct to be appropriate in the circumstances.</p> <p>For the purposes of Condition 12E.19, a material change to any service which is subject to this Condition 12E includes (but is not limited to) the introduction of a new service that is substantially similar to an existing service which is subject to this Condition 12E; or a change to the billing practice for any service which is subject to this Condition 12E.</p>

### Substituted Services

12E.20 (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2,	Where the Dominant Provider introduces, at any time during each Relevant Year, a Substituted Service wholly or substantially in substitution for a service which is subject to this Condition 12E (the "Replaced Service"), the following shall apply to the Substituted Service:
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<b>LLA Area 3)</b>	<p>(a) if the Replaced Service falls within a Basket, then the Substituted Service shall fall within the same Basket set out in Condition 12E.1, 12E.2, 12E.3 or 12E.4 as the Replaced Service (as applicable);</p> <p>(b) the Substituted Service shall be subject to the entirety of this Condition 12E subject to such reasonable adjustment to take account of the change as Ofcom may direct to be appropriate in the circumstances; and</p> <p>(c) in the Relevant Year that the Substituted Service is introduced, any reference in this Condition 12E to charges and/or volumes in the Prior Year (including any reference to the Prior Year Weighted Average Charge) shall be treated as a reference to charges and/or volumes in the Prior Year as Ofcom may direct as appropriate in the circumstances.</p>
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## Compliance

<b>12E.21 (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)</b>	<p>The Dominant Provider must record, maintain and supply to Ofcom in an electronic format, no later than five months after the end of each Relevant Year, the data necessary for Ofcom to monitor compliance of the Dominant Provider with this Condition 12E. The data must include:</p> <ul style="list-style-type: none"> <li>(a) pursuant to Conditions 12E.1, 12E.2, 12E.3 and 12E.4, the calculated Percentage Change relating to each Basket;</li> <li>(b) all relevant data the Dominant Provider used in the calculation of the Percentage Change as set out in Conditions 12E.1, 12E.2, 12E.3, 12E.4 and 12E.5, including for each individual service in each Basket;</li> <li>(c) all relevant Total Revenues during the Relevant Year in respect of the individual service (as applicable) in each Basket and source and calculations thereof;</li> <li>(d) the relevant data the Dominant Provider used in the calculation of the Percentage Change as set out in Condition 12E.6 for each Miscellaneous Ancillary Service;</li> <li>(e) the relevant data the Dominant Provider used in the calculation of the Percentage Change as set out in Condition 12E.7 for each WDM Service;</li> <li>(f) charges published by the Dominant Provider at time, t, during the Relevant Year and the Prior Year, including published charges for the Three Year Term Products and the Five Year Term Products but excluding any Time Limited Discounts and any other forms of discounts;</li> <li>(g) the relevant published charges at the start of each Relevant Year;</li> <li>(h) the Relevant Year Weighted Average Charges and the Prior Year Weighted Average Charges for all of the services to which Condition 12E applies and calculations thereof;</li> <li>(i) other data necessary for monitoring compliance with the charge control; and</li> <li>(j) such data as Ofcom may from time to time direct.</li> </ul> <p>The Dominant Provider must publish on its website a non-confidential version of the information provided under (a) to (i).</p> <p>The information provided to Ofcom under (a) to (i) must be accompanied by a statement from a person independent from the Dominant Provider providing</p>
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	assurance on the data. This assurance shall be in the form of Agreed Upon Procedures. The statement provided to Ofcom by the person independent from the Dominant Provider shall set out the results of the tests carried out in order to give the Agreed Upon Procedures assurance.
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<b>Directions</b>	
<b>12E.22</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)	Ofcom may direct that Conditions 12E.1 to 12E.21 shall not apply to the extent specified in any such direction.
<b>12E.23</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)	The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition 12E.

<b>Transitional Application of Condition</b>	
<b>12E.24</b> (IEC BT+2)	This Condition 12E shall apply to IEC BT + 2 exchanges only in so far as they concern the provision of Existing Circuits under Condition 2.9.

<b>Interpretation</b>	
<b>12E.25</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3)	<p>In this Condition 12E:</p> <ul style="list-style-type: none"> <li>(a) a reference to a “<b>Basket</b>” is to be interpreted according to the context as: the Ethernet (all bandwidths) Basket; the Ethernet (1Gbit/s and below) Basket; the Ethernet (over 1Gbit/s) Basket and/or the Ethernet (IEC) Basket;</li> <li>(b) “<b>Controlling Percentage</b>” means a percentage to be calculated in accordance with Condition 12E.10, Condition 12E.11 or Condition 12E.12;</li> <li>(c) “<b>Ethernet (1Gbit/s and below) Basket</b>” means the services set out in Section 3 of the Annex to this Condition 12E;</li> <li>(d) “<b>Ethernet (all bandwidths) Basket</b>” means the services set out in Section 1 of the Annex to this Condition 12E;</li> </ul>

- (e) **“Ethernet (IEC) Basket”** means the services set out in Section 4 of the Annex to this Condition 12E;
- (f) **“Ethernet (over 1Gbit/s) Basket”** means the services set out in Section 2 of the Annex to this Condition 12E
- (g) **“Excess Revenue”** means the difference between: (i) the revenue which the Dominant Provider earned in the Relevant Year from providing the services specified in the Annex to this Condition 12E; and (ii) the revenue the Dominant Provider would have earned in the Relevant Year from providing the services specified in the Annex to this Condition 12E if it had complied with the requirements set out in Conditions 12E.1, 12E.2, 12E.3, 12E.4 or 12E.7;
- (h) **“Five Year Term Product”** means any service offered by the Dominant Provider during each of the Relevant Years which:
- (i) has a minimum contract period of five years;
  - (ii) does not include any connection charge; and
  - (iii) includes a rental charge which complies with the following formula:

$$R5_t = \frac{1}{5}C1_t + R1_t$$

Where:

$R5_t$  is the rental charge of the Five Year Term Product in period t (paid by both new and existing Third Parties);

$C1_t$  is the connection charge of the equivalent product with a one year term in period t;

$R1_t$  is the rental charge of the equivalent product with a one year term in period t;

- (i) **“Main Link”** means the Main Link services as found on Openreach’s price list [https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=0d0zetWgShsjqKWjcn2Y5WJA8BGGqsBLxL7lgSM4fRpZ6rNZujnCs99NblKJZPD9hXYmijxH6wr%0ACQm97GZMyQ%3D%3D](https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=0d0zetWgShsjqKWjcn2Y5WJA8BGGqsBLxL7lgSM4fRpZ6rNZujnCs99NblKJZPD9hXYmijxH6wr%0ACQm97GZMyQ%3D%3D;);<sup>8</sup>
- (j) **“Miscellaneous Ancillary Service”** means each service defined in Section 6 of the Annex to this Condition 12E;
- (k) **“Percentage Change”** has the meaning given to it in Conditions 12E.8 and 12E.9, as applicable;
- (l) **“Relevant Excess Revenue”** means the Excess Revenue earned from charging the Affected Communications Provider;
- (m) **“Replaced Service”** means any service subject to Condition 12E that is withdrawn and wholly or substantially replaced by a Substituted Service;
- (n) **“Substituted Service”** means one or more services subject to Condition 12E.20 that are introduced and wholly or substantially replace a Replaced Service;

<sup>8</sup> The Dominant Provider’s price list was accessed on [13 February 2025].



(o) **“Three Year Term Product”** means any service offered by the Dominant Provider during each of the Relevant Years which:

(i) has a minimum contract period of three years;

(ii) does not include any connection charge; and

(iii) includes a rental charge which complies with the following formula:

$$R3_t = \frac{1}{3}C1_t + R1_t$$

Where:

$R3_t$  is the rental charge of the Three Year Term Product in period t (paid by both new and existing Third Parties);

$C1_t$  is the connection charge of the equivalent product with a one year term in period t;

$R1_t$  is the rental charge of the equivalent product with a one year term in period t; and

(p) **“Time Limited Discount”** means any temporary reduction in the charge for a service (“Initial Charge”) where such reduction is reversed after a pre-determined period of time, at which point the revised charge is increased to no more than the same level as the Initial Charge was immediately before the reduction was implemented;

(q) **“Total Revenue”** means the total revenue from communications providers (including, for the avoidance of doubt, the Dominant Provider itself) in relation to a service subject to this Condition 12E; and

(r) **“WDM Service”** means each service defined in Section 5 of the Annex to this Condition 12E.

## Annex to Condition 12E

### Services subject to charge control pursuant to Condition 12E

For the purposes of Condition 12E, each of the services described in sections 1 to 4 of this Annex are subject to such changes as Ofcom may direct from time to time, following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case the relevant list in sections 1, 2, 3 or 4 shall be construed accordingly).

#### Section 1

##### “Meaning of “Ethernet (all bandwidths) Basket”

For the purposes of Condition 12E, the expression “Ethernet (all bandwidths) Basket” shall be construed as including all the services listed in section 1 of this Annex where such services are offered in respect of leased line access services at all bandwidths.

#### Ethernet Access Direct (EAD)<sup>9</sup>

Connection and rental charges for:

EAD circuits

EAD Modify – Upgrade Charges

EAD SyncE Modify - Upgrade Charges and Phase Synchronisation

WES/WEES/BES to EAD Transfer Migration charges

EAD Local Access 10 Mbit/s circuits and above

EAD and EAD Sensitive Main Link Charge

EAD Resilience Option 1 (Hot Standby)

EAD and EAD Sensitive RO2 Resilience Main Link Charge

RO1 Resilience Main Link Charge

EAD SyncE and Phase Synchronisation

EAD Sensitive

EAD Sensitive Modify - Upgrade Charges

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<sup>9</sup> Openreach, *Price List, Ethernet Access Direct (EAD) including EAD Enable*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=5uW5cDedIGJkun%2FLo2I67PEgpNm%2BtShF6YESRcCqrDFZ6rNZujnCs99NBkKJZPD9hXYmijxH6wrCQm97GZMyQ%3D%3D> (accessed on 28,February 2025).

EAD Enable

EAD Enable Main Link Charge

EAD Enable RO2 Resilience Main Link Charge

EAD Enable RO1 Resilience Main Link Charge

### **Ethernet Access Direct (EAD) Main Link<sup>10</sup>**

EAD and EAD Sensitive Main Link Charge

EAD and EAD Sensitive RO2 Resilience Main Link Charge

RO1 Resilience Main Link Charge

EAD Enable Main Link Charge

EAD Enable RO2 Resilience Main Link Charge

EAD Enable RO1 Resilience Main Link Charge

### **Ethernet Backhaul Direct (EBD)<sup>11</sup>**

Connection and rental charges

### **Wholesale Extension Service (WES) & Wholesale End-to-End Extension Service (WEES)<sup>12</sup>**

Connection and rental charges

WES/WEES Main Link Charge

WES/WEES Resilient Option 1 Main Link

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<sup>10</sup> Openreach, *Price List, Ethernet Access Direct (EAD) including EAD Enable*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=5uW5cDedIGJkun%2FLo2I67PEgpNm%2BtShF6YESRcCqrDFZ6rNZujnCs99NblKJZPD9hXYmijxH6wrCQm97GZMyQ%3D%3D> (accessed on 28 February 2025).

<sup>11</sup> Openreach, *Price List, Ethernet Backhaul Direct*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=F6GFzqfhDSmh7Oyv8Xw%2Bt6ZkEknUEHFW9O1w%2FCiItaVZ6rNZujnCs99NblKJZPD9hXYmijxH6wrCQm97GZMyQ%3D%3D> (accessed on 28 February 2025).

<sup>12</sup> Openreach, *Price List, Wholesale Extension Service & Wholesale End to end Extension Service*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=TG6A8jbarofqfNi%2BYxJT%2BWx9RC8ygO7YK%2FGFXHQ0KYIMnGhsqdC0vzO163bJmh34D91D7M0q8u%2FIISgtIFAKw%3D%3D> (accessed on 28 February 2025).

WES Resilient Option 2 Main Link

WEES Resilient Option 2 Main Link

WES – Aggregation distance charges

WES - Aggregation Resilience RO1 distance charges

**Backhaul Network Services (BNS)<sup>13</sup>**

Connection and rental charges

Main Link charges

**Openreach Network Backhaul Services (ONBS)<sup>14</sup>**

Connection and rental charges

Main Link charges

Resilient Options 1, 2 and 3 – resilience link per metre charges

**Backhaul Extension Service (BES)<sup>15</sup>**

Connection and rental charges

Main Link charges

Resilient Option 2 – resilience link per metre charges

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<sup>13</sup> Openreach, *Price List, Backhaul Network Services (BNS)*,  
<https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=to6u3F12FmH4GL92i3NosYRiskel2ZrKBXGHf8sPBYwIMnGHsqdC0vzO163bJmh34D91D7M0q8u%2FIISgtIFAKw%3D%3D>  
(accessed on 28 February 2025).

<sup>14</sup> Openreach, *Price List, Openreach Network Backhaul Services*,  
<https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=Rdc2f4wj9k%2Fplcoq3gDRhrww6STLWGzW%2F0BqqNvflIMnGHsqdC0vzO163bJmh34D91D7M0q8u%2FIISgtIFAKw%3D%3D>  
(accessed on 28 February 2025).

<sup>15</sup> Openreach, *Price List, Backhaul Extension Service (BES)*,  
<https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=Gb5DIOWDeWrdivLsdpeomsa0DzFBxAUIONmfpe3%2FG3G4IMnGHsqdC0vzO163bJmh34D91D7M0q8u%2FIISgtIFAKw%3D%3D>  
(accessed on 28 February 2025).

## Ethernet Access Direct (EAD) Rugged<sup>16</sup>

Connection and rental charges

Main Link charges

EAD Rugged – Phase Synchronisation

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<sup>16</sup> Openreach, *Price List, Ethernet Access Direct (EAD) Rugged*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=IxPWCeBop%2FQkAnpl4Er8OqsNH7va93nhMznoDnUBSi2rmMlIOOG7b%2F12AmPFLBERe6YShZ82RgLOGLsH2e9%2Bmw%3D%3D> (accessed on 5 March 2025).

## Section 2

### Meaning of “Ethernet (over 1Gbit/s) Basket”

For the purposes of Condition 12E, the expression “Ethernet (over 1Gbit/s) Basket” shall be construed as including all the services listed in section 1 of this Annex where such services are offered in respect of leased line access services at bandwidths over 1Gbit/s.

## Section 3

### Meaning of “Ethernet (1Gbit/s and below) Basket”

For the purposes of Condition 12E, the expression “Ethernet (1Gbit/s and below) Basket” shall be construed as including all the services listed in section 1 of this Annex where such services are offered in respect of leased line access services at bandwidths of 1Gbit/s and below.

## Section 4

### Meaning of “Ethernet (IEC) Basket”

For the purposes of Condition 12E, the expression “Ethernet (IEC) Basket” shall be construed as including all the services listed in section 1 of this Annex where such services are offered in respect of inter-exchange services from IEC BT Only, IEC BT+1 and, insofar as condition 12E applies to Existing Circuits under condition 12.24, IEC BT+2 exchanges,.

## Section 5

### Meaning of “WDM Services”

For the purposes of Condition 12E, the expression “WDM Services” shall be construed as including all services specified in Section 5 of this Annex, subject to such changes as Ofcom may direct from time to time, following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly).

### **Optical Spectrum Access (OSA)** <sup>17</sup>

Connection and rental charges

Main Link charges

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<sup>17</sup> Openreach, *Price List, Optical Spectrum Access*, <https://www.openreach.co.uk/org/home/products/pricing/loadProductPriceDetails.do?data=Wk%2B2hSVL2knF5F0Ve%2F1N8yJl4DelvXU8bqZRwL0sgJZ6rNZujnCs99NbIKJZPD9hXYmiiixH6wrCQm97GZMyQ%3D%3D> [accessed on 28 February 2025].

### **Optical Spectrum Extended Access (OSEA)<sup>18</sup>**

Connection and rental charges

Main Link charges

### **Optical Spectrum Access Filter Connect (OSA Filter Connect)<sup>19</sup>**

Connection and rental charges

Main Link charges

### **Optical Spectrum Extended Access Filter Connect (OSEA Filter Connect)<sup>20</sup>**

Connection and rental charges

Main Link charges

## **Section 6**

### **Meaning of “Miscellaneous Ancillary Services”**

For the purposes of Condition 12E, the expression “Miscellaneous Ancillary Services” shall be construed as including all services specified in Section 6 of this Annex and all termination charges which are imposed under a contract between the Dominant Provider and a Third Party, subject to such changes as Ofcom may direct from time to time, following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly).

### **Ethernet Access Direct (EAD)<sup>21</sup>**

Migration charges<sup>22</sup>

Ancillary services:

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<sup>18</sup> Openreach, *Price List, Optical Spectrum Extended Access*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=Wk%2B2hSVL2knF5F0Ve%2F1N8%2BzJs9AuBR97In%2B8uxoSog9Z6rNZujnCs99NbIKJZPD9hXYmiiH6wrCQm97GZMyQ%3D%3D> [accessed on 28 February 2025].

<sup>19</sup> Openreach, *Price List, Optical Spectrum Access*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=Wk%2B2hSVL2knF5F0Ve%2F1N8yijl4DelvXU8bqZRwlOsgJZ6rNZujnCs99NbIKJZPD9hXYmiiH6wrCQm97GZMyQ%3D%3D> [accessed on 28 February 2025].

<sup>20</sup> Openreach, *Price List, Optical Spectrum Extended Access*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=Wk%2B2hSVL2knF5F0Ve%2F1N8%2BzJs9AuBR97In%2B8uxoSog9Z6rNZujnCs99NbIKJZPD9hXYmiiH6wrCQm97GZMyQ%3D%3D> [accessed on 28 February 2025].

<sup>21</sup> Openreach, *Price List, Ethernet Access Direct (EAD) including EAD Enable*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=5uW5cDedIGJkun%2FLo2I67PEgpNm%2BtShF6YESRcCqrDFZ6rNZujnCs99NbIKJZPD9hXYmiiH6wrCQm97GZMyQ%3D%3D> [accessed on 28 February 2025].

<sup>22</sup> Only applies to rentals without an associated migration charge.

- Managed migration options
- Cancellation charges
- Termination charges
- EAD Modify Circuit Shift Charges

### **Ethernet Backhaul Direct (EBD)** <sup>23</sup>

Migration charges <sup>24</sup>

Ancillary services:

- Upgrade charges
- Cancellation Charges and Cancellation Charges Adjustment
- Shift charges
- Service Features charges
- Termination charges

### **Wholesale Extension Service (WES) & Wholesale End-to-End Extension Service (WEES)** <sup>25</sup>

Migration charges

Ancillary services:

- Upgrade charges
- Re-grade charges
- Additional charges
- Cancellation Charges
- Circuit Shift Charges

### **Backhaul Network Services (BNS)** <sup>26</sup>

Ancillary services:

- Upgrade charges
- Additional charges

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<sup>23</sup> Openreach, *Price List, Ethernet Backhaul Direct*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=F6GFzqfhDSmh7Oyv8Xw%2Bt6ZkEknUEHFW9O1w%2FCiItaVZ6rNZujnCs99NbIKJZPD9hXYmijxH6wrCQm97GZMyQ%3D%3D> [accessed on 4 March 2025].

<sup>24</sup> Only applies to rentals without an associated migration charge.

<sup>25</sup> Openreach, *Price List, Wholesale Extension Service & Wholesale End to end Extension Service*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=TG6A8jbarofqqfNi%2BYxJT%2BWX9RC8ygO7YK%2FGFXHQ0KYIMnGHsqdC0vzO163bJmh34D91D7M0q8u%2FIISgtIFAKw%3D%3D> (accessed on 12 March 2025).

<sup>26</sup> Openreach, *Price List, Backhaul Network Services (BNS)*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=to6u3F12FmH4GL92i3NosYRikel2ZrKBXGHf8sPBYwIMnGHsqdC0vzO163bJmh34D91D7M0q8u%2FIISgtIFAKw%3D%3D> (accessed on 12 March 2025).



- Cancellation Charges

### **Openreach Network Backhaul Services (ONBS)**<sup>27</sup>

Cancellation charges

### **Backhaul Extension Service (BES)**<sup>28</sup>

Migration charges

Ancillary services:

- Additional charges
- Upgrade Charges
- Circuit Shift charges
- Cancellation charges

### **Optical Spectrum Access (OSA)**<sup>29</sup>

Upgrade charges

Cancellation charges

Shift charges

Service reconfiguration charges

Abortive Visit charges

Amend Order Request charges

Optical Assist charges

Early Termination charges

Migration charges

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<sup>27</sup> Openreach, *Price List, Openreach Network Backhaul Services*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=Rdc2f4wj9k%2Fplcoq3gDRhrww6STLWGzW%2F0BqqNvfllMnGHsqdCOvzO163bJmh34D91D7M0q8u%2FIISgtIFAKw%3D%3D> [accessed on 28 February 2025].

<sup>28</sup> Openreach, *Price List, Backhaul Extension Service (BES)*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=K9Cqp01UhnAMs22R9huCHVVvGajZiqBmLZgtNRLaGolMnGHsqdCOvzO163bJmh34D91D7M0q8u%2FIISgtIFAKw%3D%3D> [accessed on 4 March 2025].

<sup>29</sup> Openreach, *Price List, Optical Spectrum Access*, <https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=Wk%2B2hSVL2knF5F0Ve%2F1N8yijl4DelvXU8bqZRwL0sgJZ6rNZujnCs99NbIKJZPD9hXYmiiXh6wrCQm97GZMyQ%3D%3D> [accessed on 4 March 2025].

### **Optical Spectrum Extended Access (OSEA)<sup>30</sup>**

Cancellation charges

Shift charges

Service reconfiguration charges

Early Termination charges

CIENA 6500 Miscellaneous items

### **Optical Spectrum Access Filter Connect (OSA Filter Connect)<sup>31</sup>**

Upgrade charges

Cancellation charges

Abortive Visit charges

OSA Filter Connect Miscellaneous Items

### **Optical Spectrum Extended Access Filter Connect (OSEA Filter Connect)<sup>32</sup>**

Upgrade charges

Cancellation charges

Abortive Visit charges

OSEA 6500 Filter Connect miscellaneous items

### **Ethernet Access Direct (EAD) Rugged<sup>33</sup>**

EAD Rugged - Cancellation Charges

EAD Rugged - Early Termination Charges

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<sup>30</sup> Openreach, *Price List, Optical Spectrum Extended Access*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=Wk%2B2hSVL2knF5F0Ve%2F1N8%2BzJs9AuBR97In%2B8uxoSog9Z6rNZujnCs99NbIKJZPD9hXYmiiH6wrCQm97GZMyQ%3D%3D> [accessed on 4 March 2025].

<sup>31</sup> Openreach, *Price List, Optical Spectrum Access*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=Wk%2B2hSVL2knF5F0Ve%2F1N8%2BzJs9AuBR97In%2B8uxoSog9Z6rNZujnCs99NbIKJZPD9hXYmiiH6wrCQm97GZMyQ%3D%3D> [accessed on 28 February 2025].

<sup>32</sup> Openreach, *Price List, Optical Spectrum Extended Access*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=Wk%2B2hSVL2knF5F0Ve%2F1N8%2BzJs9AuBR97In%2B8uxoSog9Z6rNZujnCs99NbIKJZPD9hXYmiiH6wrCQm97GZMyQ%3D%3D> [accessed on 28 February 2025].

<sup>33</sup> Openreach, *Price List, Ethernet Access Direct (EAD) Rugged*, <https://www.openreach.co.uk/orgp/home/products/pricing/loadProductPriceDetails.do?data=IxPWCeBop%2FQkAnpl4Er8OqsNH7va93nhMznoDnUBSi2rmMlIOOG7b%2F12AmPFLBERe6YShZ82RgLOGLsH2e9%2Bmw%3D%3D> (accessed on 5 March 2025).

## Interpretation of Annex to Condition 12E

Except insofar as the context otherwise requires, the terms or descriptions of services used in this Annex shall be construed as having the same meaning as the definitions and explanations of the services set out by the Dominant Provider on its website. These are currently found as follows:<sup>34</sup>

- For services referred to in Sections 1 – 4 of this Annex, please refer to <https://www.openreach.co.uk/cpportal/products/ethernet>
- Specifically:
  - For EAD and EAD Rugged, please refer to <http://www.openreach.co.uk/orpg/home/products/ethernetservices/ethernetaccessdirect/ead.do>
  - For EBD, please refer to <http://www.openreach.co.uk/orpg/home/products/ethernetservices/ethernetbackhauldirect/ebd.do>
  - For WES/WEES, please refer to <http://www.openreach.co.uk/orpg/home/products/ethernetservices/wholesaleextensionservices/wes.do>
  - For BES, please refer to <https://www.openreach.co.uk/orpg/home/products/ethernetservices/productswithdrawnfromnewsupply/backhaulextensionservices/bes.do>
  - For ONBS, please refer to <http://www.openreach.co.uk/orpg/home/products/ethernetservices/openreachnetworkbackhaulservices/onbs.do>
  - For BNS, please refer to <https://www.openreach.co.uk/orpg/home/products/ethernetservices/productswithdrawnfromnewsupply/backhaulnetworkservices/bns.do>
- Services within the “**WDM Services**” please refer to <https://www.openreach.co.uk/cpportal/products/optical>
- Specifically:
  - For OSA, please refer to <https://www.openreach.co.uk/orpg/home/products/opticalspectrumaccess/opticalspectrumaccess.do>
  - For OSEA, please refer to [https://www.openreach.co.uk/cpportal/products/optical/optical-spectrum-extended-access\(OSEA\)](https://www.openreach.co.uk/cpportal/products/optical/optical-spectrum-extended-access(OSEA))

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<sup>34</sup> All links accessed on 4 March 2025.

**Condition 12F – Controls on Accommodation Services, Overlapping Accommodation Services and Cablelink Services Basket**

<b>Charges for Accommodation Services</b>	
<p><b>12F.1</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR Transitional)</b></p>	<p>The Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change (calculated in accordance with Condition 12F.4) in each of the charges for each Accommodation Service is not greater than the Controlling Percentage (calculated in accordance with Condition 12F.6).</p>

<b>Charges for Overlapping Accommodation Services</b>	
<p><b>12F.2</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional, LLA HNR Transitional))</b></p>	<p>The Dominant Provider shall take all reasonable steps to secure that each of the charges for each Overlapping Accommodation Service is not greater than the amount charged for the equivalent Co-Mingling New Provide and Rental Service provided in conjunction with wholesale local access at a fixed location.</p>

<b>Charges for Cablelink Services Basket</b>	
<p><b>12F.3</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2 IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2)</b></p>	<p>The Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change (calculated in accordance with Condition 12F.5) for the Cablelink Services Basket is not greater than the Controlling Percentage (calculated in accordance with Condition 12F.7).</p>

## Percentage Change

<b>12F.4</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	For the purposes of Condition 12F.1, the Percentage Change shall be calculated by employing Formula 4 (Percentage Change Single Service Formula).
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<b>12F.5</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	For the purposes of Condition 12F.3, the Percentage Change shall be calculated by employing Formula 3 (Percentage Change Basket Calculation Formula), with references to “the relevant Basket” treated as a reference to the Cablelink Services Basket.
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## Controlling Percentage

<b>12F.6</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	For the purposes of complying with Condition 12F.1, and subject to the provisions set out in Conditions 12F.8 and 12F.10, the Controlling Percentage in relation to any Relevant Year shall be calculated by employing Formula 5 (Controlling Percentage Formula) with <i>X</i> defined as zero.
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<b>12F.7</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional),</b>	For the purposes of complying with Condition 12F.3, and subject to the provisions set out in Conditions 12F.9 and 12F.10, the Controlling Percentage in relation to any Relevant Year shall be calculated by employing Formula 5 (Controlling Percentage Formula) with <i>X</i> defined as zero.
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LLA HNR (Transitional))	
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<b>Deficiency / Excess</b>	
<b>12F.8</b> (IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))	Where the Percentage Change for an Accommodation Service at the end of one or more of the (i) the First Relevant Year, (ii) the Second Relevant Year, (iii) the Third Relevant Year or (iv) the Fourth Relevant Year is either less than the Controlling Percentage (“ <b>Deficiency</b> ”) or more than the Controlling Percentage (“ <b>Excess</b> ”), then the Controlling Percentage for that service for the following Relevant Year shall be determined in accordance with Formula 6 (Controlling Percentage allowing for Deficiency or Excess Formula) with X defined as zero.
<b>12F.9</b> (IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))	Where the Percentage Change for the Cablelink Services Basket at the end of one or more of the (i) the First Relevant Year, (ii) the Second Relevant Year, (iii) the Third Relevant Year or (iv) the Fourth Relevant Year is either less than the Controlling Percentage (“ <b>Deficiency</b> ”) or more than the Controlling Percentage (“ <b>Excess</b> ”), then the Controlling Percentage for the relevant basket for the following Relevant Year shall be determined in accordance with Formula 6 (Controlling Percentage allowing for Deficiency or Excess Formula) with X defined as zero.
<b>12F.10</b> (IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))	In the case of Excess under Condition 12F.8 or Condition 12F.9, the Dominant Provider shall, to the extent reasonably possible, and as soon as reasonably practicable, repay the Relevant Excess Revenue to the relevant Affected Communications Provider.

<b>Material change</b>	
<b>12F.11</b> (IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition,	Except where Condition 12F.12 applies, where: <ul style="list-style-type: none"> <li>(a) the Dominant Provider makes, or proposes to make, a material change (other than to a charge) to any service which is subject to this Condition 12F;</li> </ul>

<p><b>LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>(b) the Dominant Provider makes a change to the date on which its Financial Year ends; or</p> <p>(c) there is a material change in the basis of the Consumer Prices Index;</p> <p>Condition 12F shall have effect subject to such reasonable adjustment to take account of the change as Ofcom may direct to be appropriate in the circumstances.</p> <p>For the purposes of this Condition 12F.11, a material change to any service which is subject to this Condition 12F includes (but is not limited to) the introduction of a new service that is substantially similar to an existing service which is subject to this Condition 12F; or a change to the billing practice for any service which is subject to this Condition 12F.</p>
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### Substituted Services

<p><b>12F.12 (IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>Where the Dominant Provider introduces, at any time during each Relevant Year, a Substituted Service wholly or substantially in substitution for a Replaced Service which is subject to this Condition 12F, the following shall apply to the Substituted Service:</p> <ul style="list-style-type: none"> <li>(a) if the Replaced Service falls within the Cablelink Services Basket, the Substituted Service shall do likewise;</li> <li>(b) the Substituted Service shall be subject to this Condition 12F, subject to such reasonable adjustment to take account of the change as Ofcom may direct to be appropriate in the circumstances; and</li> <li>(c) in the Relevant Year that the Substituted Service is introduced, any reference in Condition 12F, to charges and/or volumes in the Prior Year (including any reference to the Prior Year Weighted Average Charge) shall be treated as a reference to charges and/or volumes in the Prior Year as Ofcom may direct.</li> </ul>
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### Directions

<p><b>12F.13 (IEC BT Only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>Ofcom may direct that Conditions 12F.1 to 12F.12 shall not apply to the extent specified in any such direction.</p>
<p><b>12F.14 (IEC BT Only, IEC BT+1, IEC BT+2, IEC DF</b></p>	<p>The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition 12F.</p>

**Transition,  
LLA Area 2,  
LLA Area 3  
LLA Area 2  
(Transitional),  
LLA HNR  
(Transitional))**

**Compliance**

**12F.15**

**(IEC BT Only,  
IEC BT+1, IEC  
BT+2, IEC DF  
Transition  
LLA Area 2,  
LLA Area 3,  
LLA Area 2  
(Transitional),  
LLA HNR  
(Transitional))**

The Dominant Provider must record, maintain and supply to Ofcom in an electronic format, no later than five months after the end of each Relevant Year, the data necessary for Ofcom to monitor compliance of the Dominant Provider with this Condition 12F.15. The data must include:

- (a) pursuant to Conditions 12F.4 and 12F.5, the calculated Percentage Change relating to, respectively, each Accommodation Service falling within Condition 12F.1 and to the Cablelink Services Basket;
- (b) all relevant data the Dominant Provider used in the calculation of the Percentage Change as set out in Conditions 12F.4 and 12F.5, including for each individual Accommodation Service and each service falling within the Cablelink Services Basket;
- (c) all charges, excluding any discounts, published by the Dominant Provider from time to time during the Relevant Year and the Prior Year, including the dates and time periods during which they were in force;
- (d) the Relevant Year Weighted Average Charges and the Prior Year Weighted Average Charges for all of the Accommodation Services and each service falling within the Cablelink Services Basket to which Conditions 12F.1 and 12F.3 apply and calculations thereof;
- (e) other data necessary for monitoring compliance with the charge control; and
- (f) such data as Ofcom may from time to time direct.

The Dominant Provider must publish on its website a non-confidential version of the information provided under (a) to (e).

The information provided to Ofcom under (a) to (e) must be accompanied by a statement from a person independent from the Dominant Provider providing assurance on the data. This assurance shall be in the form of Agreed Upon Procedures. The statement provided to Ofcom by the person independent from the Dominant Provider shall set out the results of the tests carried out in order to give the Agreed Upon Procedures assurance.



## Transitional Application of Condition

<b>12F.16</b> <b>(IEC DF Transition, IEC BT+2, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	This Condition 12F shall apply in relation to IEC DF Transition exchanges, IEC BT + 2 exchanges and postcode sectors in LLA Area 2 (Transitional) or LLA HNR (Transitional) only in so far as they concern the provision of Existing Circuits under Condition 2.8, Condition 2.9 and Condition 2.10 respectively.
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## Interpretation

<b>12F.17</b> <b>(IEC BT only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional) LLA HNR (Transitional))</b>	<p>In this Condition 12F:</p> <ul style="list-style-type: none"><li>(a) <b>“Accommodation Services”</b> means the services defined and listed in Section 1 of the Annex to this Condition 12F;</li><li>(b) <b>“Cablelink Services Basket”</b> means the services defined and listed in Section 3 of the Annex to this Condition 12F;</li><li>(c) <b>“Controlling Percentage”</b> has the meaning given to it in either Condition 12F.6 or Condition 12F.7, as applicable;</li><li>(d) <b>“Ethernet Basket”</b> means any of the Ethernet (1Gbit/s and below) Basket, Ethernet (all bandwidths) Basket, Ethernet (over 1Gbit/s) Basket or Ethernet (IEC) Basket, all as defined in Condition 12E.25</li><li>(e) <b>“Excess Revenue”</b> means the difference between: (i) the revenue which the Dominant Provider earned in the Relevant Year from providing the services specified in the Annex to this Condition 12F; and (ii) the revenue the Dominant Provider would have earned in the Relevant Year from providing the services specified in the Annex to this Condition 12F if it had complied with Conditions 12F.1 and 12F.3;</li><li>(f) <b>“Overlapping Accommodation Services”</b> means the services defined and listed in Section 2 of the Annex to this Condition 12F;</li><li>(g) <b>“Percentage Change”</b> has the meaning given to it in either Condition 12F.4 or 12F.5 as applicable;</li><li>(h) <b>“Relevant Excess Revenue”</b> means the Excess Revenue earned from charging the Affected Communications Provider.</li><li>(i) <b>“Replaced Service”</b> means a service subject to Condition 12F that is withdrawn and wholly or substantially replaced by a Substituted Service; and</li><li>(j) <b>“Substituted Service”</b> means one or more services subject to Condition 12F.12 that are introduced and wholly or substantially replace a Replaced Service.</li></ul>
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## Annex to Condition 12F

### Services subject to charge control pursuant to Condition 12F

#### Section 1

##### Meaning of “Accommodation Services”

For the purposes of Condition 12F, the expression “Accommodation Services” shall be construed as including the following services reasonably necessary for the use of the services falling within an Ethernet Basket, WDM Services (as each of these is defined in Condition 12E), or Dark Fibre Access, subject to such changes as Ofcom may direct from time to time following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly):

Access locate <sup>35</sup>

All charges excluding Access Locate Plus bespoke charges

#### Section 2

##### Meaning of “Overlapping Accommodation Services”

For the purposes of Condition 12F, the expression “Overlapping Accommodation Services” shall be construed as having the same meaning as “Co-Mingling New Provide and Rental Services” in Section 4 of the Annex to Condition 12B, such services being reasonably necessary for the use of the services falling within an Ethernet Basket, WDM Services (as each of these is defined in Condition 12E), or Dark Fibre Access, subject to such changes as Ofcom may direct from time to time following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly).

#### Section 3

##### Meaning of “Cablelink Services Basket”

For the purposes of Condition 12F, the expression “Cablelink Services Basket” shall be construed as the basket including the following services, subject to such changes as Ofcom may direct from time to time, following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly):

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<sup>35</sup> Openreach, *Price List, Access Locate and Access Locate Plus*, <https://www.openreach.co.uk/orgp/home/products/pricin12f.6g/loadProductPriceDetails.do?data=q%2B2vpfgQQ99SiimXeC7QjskLe4HVN3IVHU%2BmY7RLKoBZ6rNZujnCs99NblKJZPD9hXYmijxH6wrCQm97GZMyQ%3D%3D> [accessed on 6 March 2025].

## **Cablelink** <sup>36</sup>

Connection and rental charges

Cancellation charges

Additional charges

### **Interpretation of Annex to Condition 12F**

Except insofar as the context otherwise requires, the terms or descriptions of services used in this Annex shall be construed as having the same meaning as those provided by the Dominant Provider on its website for definitions and explanations of its services. These are currently found as follows:

Services within the meaning of “Accommodation Services” and “Overlapping Accommodation Services”, please refer to

<http://www.openreach.co.uk/orpg/home/products/llu/llu.do><sup>37</sup>

Specifically:

- For Access Locate, please refer to  
<http://www.openreach.co.uk/orpg/home/products/llu/accesslocate/accesslocate.d>  
[o](#)
- For Accommodation, please refer to  
<http://www.openreach.co.uk/orpg/home/products/llu/comingling/comingling.do>

For Cablelink, please refer to

<https://www.openreach.co.uk/orpg/home/products/ethernetservices/cablelink/cablelink.d>  
[o](#)

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<sup>36</sup> Openreach, *Price List, Cablelink*,  
<https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=kgnGm8XSPQZ EY5UMJxGwO9yDfzzeTWgW5o%2FPQLWLvfwIMnGHsqdC0vzO163bJmh34D91D7M0q8u%2F%0AIIISgtIFAKw%3D%3D> [accessed on 6 March 2025].

<sup>37</sup> All links accessed 6 March 2025.

## Condition 12G – Controls on the Direct ECC Services Basket and Contractor ECC Services

<b>Charges for Direct ECC Services</b>	
<p><b>12G.1</b>  <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional) , LLA HNR (Transitional) )</b></p>	<p>The Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change (calculated in accordance with Condition 12G.5) in the total charges for all of the services falling within the Direct ECC Services Basket is not greater than the Controlling Percentage (calculated in accordance with Condition 12G.7).</p>
<p><b>12G.2</b>  <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional) , LLA HNR (Transitional) )</b></p>	<p>The Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change in the charge for each individual service falling within the Direct ECC Services Basket (calculated in accordance with Condition 12G.6) is not greater than the Controlling Percentage (calculated in accordance with Condition 12G.8).</p>
<b>Charges for Contractor ECC Services</b>	
<p><b>12G.3</b>  <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional) , LLA HNR (Transitional) )</b></p>	<p>The Dominant Provider must secure, and must be able to demonstrate to the satisfaction of Ofcom, that in each Relevant Year, each and every charge offered or payable for each Contractor ECC Service is reasonably derived from the costs of provision based on the charge paid by the Dominant Provider, plus the Dominant Provider’s forward looking long run incremental costs related to the provision of that Contractor ECC Service allowing an appropriate mark-up for recovery of common costs.</p>

### Charges for Exempt ECC Services

<b>12G.4</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional) , LLA HNR (Transitional) )</b>	The Dominant Provider must not levy a charge for Exempt ECC Services.
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### Percentage Change

<b>12G.5</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional) , LLA HNR (Transitional) )</b>	For the purposes of Condition 12G.1, the Percentage Change shall be calculated by employing Formula 3 (Percentage Change Basket Calculation Formula), save for references to “the relevant Basket” which should be treated as references to the Direct ECC Services Basket.
<b>12G.6</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional) , LLA HNR (Transitional) )</b>	For the purposes of complying with Condition 12G.2, the Percentage Change shall be calculated by employing Formula 4 (Percentage Change Single Service Formula), except those references to “an individual service” which shall be treated as references to each individual service falling within the Direct ECC Services Basket.

<b>Controlling Percentage</b>	
<b>12G.7</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	For the purposes of complying with Condition 12G.1, and subject to the provisions set out in Conditions 12G.9 and 12G.10, the Controlling Percentage in relation to any Relevant Year shall be calculated by employing Formula 5 (Controlling Percentage Formula) with X defined as zero.
<b>12G.8</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	For the purposes of complying with Condition 12G.2, the Controlling Percentage shall be calculated by employing Formula 5 (Controlling Percentage Formula) with X defined as being equal to 5 percentage points.

<b>Excess and Deficiency</b>	
<b>12G.9</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	Where the Percentage Change for the Direct ECC Services Basket at the end of one or more of (i) the First Relevant Year, (ii) the Second Relevant Year, (iii) the Third Relevant Year or (iv) the Fourth Relevant Year is either less than the Controlling Percentage (“Deficiency”) or more than the Controlling Percentage (“Excess”), then the Controlling Percentage for the following Relevant Year shall be determined in accordance with Formula 6 (Controlling Percentage Allowing for Deficiency or Excess Formula) with X defined as zero.
<b>12G.10</b> <b>IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	In the case of Excess, the Dominant Provider shall, to the extent reasonably possible, and as soon as reasonably practicable, repay the Relevant Excess Revenue to the relevant Affected Communications Provider.

<b>ECC Balancing Charge</b>	
<p><b>12G.11</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional) )</p>	<p>Where the Dominant Provider charges the ECC Balancing Charge, the ECC Balancing Charge in respect of each published charge for each of the ECC Services shall be excluded, subject to the requirement set out in Condition 12G.12 being satisfied, from the calculation of the Percentage Change calculated in accordance with:</p> <ul style="list-style-type: none"> <li>(a) Condition 12E.8 for the purpose of complying with Condition 12E.1, 12E.2, 12E.3 and 12E.4; and</li> <li>(b) Condition 12E.9 for the purpose of complying with Conditions 12E.4, 12E.5 and 12E.6.</li> </ul>
<p><b>12G.12</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional) )</p>	<p>The requirement referred to in Condition 12G.11 is that, where the Dominant Provider provides one or more of the ECC Services to a Third Party in relation to a Relevant Access Segment, in connection with the provision of an EAD, EAD LA service or Dark Fibre Access (“Connected Service”), the Dominant Provider must not charge the Third Party for such ECC Services, unless the total amount of charges for all of the ECC Services for that Connected Service exceeds £3,680, in which case the Dominant Provider may only charge the Third Party, as a maximum, the amount in excess of £3,680 for providing such ECC Services.</p>
<p><b>12G.13</b> (IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional) )</p>	<p>For the purposes of complying with Condition 12G.11, the ECC Balancing Charge for new connections for the ECC Services shall be calculated by employing the following formula:</p> $B = \frac{\sum_{k=1}^C \sum_{i=1}^n p_{i,k} q_{i,k} - TR}{C}$ <p>Where</p> <p>B is the ECC Balancing Charge;</p> <p>C is the number of new EAD and EAD LA connections in the Prior Year;</p> <p>k is a number from 1 to C for each new EAD and EAD LA connection;</p> <p>n is the number of the ECC Services provided by the Dominant Provider,</p> <p>i is a number from 1 to n for each of the n individual ECC Service;</p> <p>p<sub>i,k</sub> is the charge of the ECC Service i that was in effect at the time of new EAD, or EAD LA connection k;</p> <p>q<sub>i,k</sub> is the volume of the individual ECC Service i that was sold as part of new EAD or EAD LA connection k;</p>

	<p>TR is the revenue generated from new connections for the ECC Services above the exemption threshold ET.</p> $TR = \sum_{k=1}^c \delta_k \left[ \sum_{i=1}^n p_{i,k} q_{i,k} - ET \right]$ <p>Where <math>\delta_k</math> is a binary variable for each new EAD or EAD LA connection k, given by the following formula:</p> $\delta_k = \begin{cases} 1 & \text{if } \sum_{i=1}^n p_{i,k} q_{i,k} > ET \\ 0 & \text{if } \sum_{i=1}^n p_{i,k} q_{i,k} \leq ET \end{cases}$ <p>Where ET is £3,680 in each Relevant Year.</p>
<p><b>12G.14</b>  <b>(IEC BT Only,</b>  <b>IEC BT+1, IEC</b>  <b>BT+2, LLA</b>  <b>Area 2, LLA</b>  <b>Area 3, LLA</b>  <b>Area 2</b>  <b>(Transitional)</b>  <b>, LLA HNR</b>  <b>(Transitional)</b>  <b>)</b></p>	<p>The ECC Balancing Charge (calculated in accordance with Condition 12G.13 and notified in accordance with Condition 8) shall take effect:</p> <ul style="list-style-type: none"> <li>(a) not less than 90 calendar days after the day it is notified, where there is an increase in the ECC Balancing Charge; and</li> <li>(b) not less than 28 calendar days after the day it is notified, where there is a reduction in the ECC Balancing Charge.</li> </ul>



## Material Change

<b>12G.15</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	<p>Except where Condition 12G.16 applies, where:</p> <ul style="list-style-type: none"><li>(a) the Dominant Provider makes, or proposes to make, a material change (other than to a charge) to any service which is subject to this Condition 12G;</li><li>(b) the Dominant Provider makes a change to the date on which its Financial Year ends; or</li><li>(c) there is a material change in the basis of the Consumer Prices Index;</li></ul> <p>Condition 12G shall have effect subject to such reasonable adjustment to take account of the change as Ofcom may direct to be appropriate in the circumstances.</p> <p>For the purposes of this Condition 12G.15, a material change to any service which is subject to this Condition 12G includes (but is not limited to) the introduction of a new service that is substantially similar to an existing service which is subject to this Condition 12G; or a change to the billing practice for any service which is subject to this Condition 12G.</p>
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## Substituted Services

<b>12G.16</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	<p>Where the Dominant Provider introduces, at any time during each Relevant Year, a Substituted Service wholly or substantially in substitution for a Replaced Service which is subject to Condition 12G.1, the following shall apply to the Substituted Service:</p> <ul style="list-style-type: none"><li>(a) the Substituted Services shall fall within the Direct ECC Services Basket;</li><li>(b) the Substituted Services shall be subject to the entirety of this Condition 12G, subject to such reasonable adjustment to take account of the change as Ofcom may direct to be appropriate in the circumstances; and</li><li>(c) in the Relevant Year that the Substituted Services are introduced, any reference in Condition 12G to charges and/or volumes in the Prior Year (including any reference to the Prior Year Weighted Average Charge) shall be treated as a reference to charges and/or volumes in the Prior Year as Ofcom may direct.</li></ul>
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## Compliance

<b>12G.17</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional),</b>	<p>The Dominant Provider must record, maintain and supply to Ofcom in an electronic format, no later than five months after the end of each Relevant Year, the data necessary for Ofcom to monitor compliance of the Dominant Provider with this Condition 12G. The data must include:</p> <ul style="list-style-type: none"><li>(a) pursuant to Conditions 12G.5 and 12G.6, the calculated Percentage Change relating to the Direct ECC Services Basket and individual services, as applicable;</li></ul>
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<p><b>LLA HNR (Transitional))</b></p>	<ul style="list-style-type: none"> <li>(b) all relevant data the Dominant Provider used in the calculation of the Percentage Change as set out in Conditions 12G.5 and 12G.6;</li> <li>(c) all relevant Total Revenues during the Relevant Year in respect of the individual service (as applicable) in the Direct ECC Services Basket and source and calculations thereof;</li> <li>(d) all charges, excluding discounts, published by the Dominant Provider at time, t, during the Relevant Year and the Prior Year;</li> <li>(e) the relevant published charges at the start of each Relevant Year;</li> <li>(f) the Relevant Year Weighted Average Charges and the Prior Year Weighted Average Charges for all of the Direct ECC Services to which Condition 12G applies and calculations thereof;</li> <li>(g) other data necessary for monitoring compliance with the charge control; and</li> <li>(h) such data as Ofcom may from time to time direct.</li> </ul> <p>The Dominant Provider must publish on its website a non-confidential version of the information provided under (a) to (g).</p> <p>The information provided to Ofcom under (a) to (g) must be accompanied by a statement from a person independent of the Dominant Provider providing assurance on the data. This assurance shall be in the form of Agreed Upon Procedures. The statement provided to Ofcom by the person independent of the Dominant Provider shall set out the results of the tests carried out in order to give the Agreed Upon Procedures assurance.</p>
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<p><b>Directions</b></p>	
<p><b>12G.18</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>Ofcom may direct that Conditions 12G.1 to 12G.17 shall not apply to the extent specified in any such direction.</p>
<p><b>12G.19</b> <b>(IEC BT Only, IEC BT+1, IEC BT+2, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition 12G.</p>

## Transitional Application of Condition

<b>12G.20</b> <b>(IEC BT+2)</b> <b>(LLA Area 2</b> <b>(Transitional)</b> <b>, LLA HNR</b> <b>(Transitional)</b> <b>)</b>	This Condition 12G shall apply to IEC BT + 2 exchanges and postcode sectors in LLA Area 2 (Transitional) or LLA HNR (Transitional) only in so far as they concern the provision of Existing Circuits under Condition 2.9 and Condition 2.10 respectively.
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## Interpretation

<b>12G.21</b> <b>(IEC BT Only,</b> <b>IEC BT+1, IEC</b> <b>BT+2, LLA</b> <b>Area 2, LLA</b> <b>Area 3, (LLA</b> <b>Area 2</b> <b>(Transitional)</b> <b>, LLA HNR</b> <b>(Transitional)</b> <b>)</b>	In this Condition 12G: <ul style="list-style-type: none"><li>(a) <b>“Contractor ECC Services”</b> means the services defined and listed in Section 2 of the Annex to this Condition 12G;</li><li>(b) <b>“Controlling Percentage”</b> has the meaning given to it in Condition 12G.7 and 12G.8, as applicable;</li><li>(c) <b>“Direct ECC Services”</b> and <b>“Direct ECC Services Basket”</b> both mean the services defined and listed in Section 1 of the Annex to this Condition 12G;</li><li>(d) <b>“EAD and EAD LA”</b> mean the services listed in Section 3 of the Annex to this Condition 12G;</li><li>(e) <b>“ECC Balancing Charge”</b> means the charge calculated in accordance with Condition 12G.13;</li><li>(f) <b>“ECC Services”</b> means the Direct ECC Services and the Contractor ECC Services;</li><li>(g) <b>“Ethernet Basket”</b> means any of the Ethernet (1Gbit/s and below) Basket, Ethernet (all bandwidths) Basket, Ethernet (over 1Gbit/s) Basket or Ethernet (IEC) Basket, all as defined in Condition 12E.25;</li><li>(h) <b>“Excess Revenue”</b> means the difference between: (i) the revenue which the Dominant Provider earned in the Relevant Year from providing the services in the Direct ECC Services Basket, and (ii) the revenue the Dominant Provider would have earned in the Relevant Year from providing the services in the Direct ECC Services Basket if it had complied with Condition 12G.1;</li><li>(i) <b>“Exempt ECC Services”</b> means the services listed in Sections 1 and 2 of the Annex to this Condition 12G which are reasonably necessary for the use of the services falling within an Ethernet Basket, WDM Services or Dark Fibre Access, other than where provided in relation to a Relevant Access Segment;</li><li>(j) <b>“Percentage Change”</b> has the meaning given to it in Condition 12G.5 or 12G.6, as applicable;</li></ul>
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- (k) **“Relevant Access Segment”** means network access between an end-user premises and a Local Serving Exchange;
- (l) **“Relevant Excess Revenue”** means the Excess Revenue earned from charging the Affected Communications Provider;
- (m) **“Replaced Service”** means any service subject to Condition 12G.1 that is withdrawn and wholly or substantially replaced by a Substituted Service;
- (n) **“Substituted Service”** means one or more services subject to Condition 12G.16 that are introduced and wholly or substantially replace a Replaced Service; and
- (o) **“Total Revenues”** means the total revenue from communications providers (including, for the avoidance of doubt, the Dominant Provider itself) in relation to the services subject to this Condition 12G.

## Annex to Condition 12G

### Services subject to charge control pursuant to Condition 12G

#### Section 1

##### Meaning of “Direct ECC Services Basket”

For the purposes of Condition 12G, the expressions “Direct ECC Services Basket” and “Direct ECC Services” shall be construed as including the following services where they are provided in relation to a Relevant Access Segment, and are reasonably necessary for the use of the services falling within an Ethernet Basket, WDM Services or Dark Fibre Access, subject to such changes as Ofcom may direct from time to time, following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly):

##### Excess construction charges <sup>38</sup>

Survey Fee/Planning charges

Per meter or part thereof charges for:

- Cable (fibre or copper) including any jointing required
- Blown Fibre
- Blown Fibre Tubing in Duct
- Internal cabling (including Internal Blown Fibre Tubing)
- Fibre cable

#### Section 2

##### Meaning of “Contractor ECC Services”

For the purposes of Condition 12G, the expression “Contractor ECC Services” shall be construed as including the following services where they are provided in relation to a Relevant Access Segment, and are reasonably necessary for the use of the services falling within an Ethernet Basket, WDM Services or Dark Fibre Access, subject to such changes as Ofcom may direct from time to time, following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly):

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<sup>38</sup> Openreach, *Price List, Excess Construction Charges*, <https://www.openreach.co.uk/org/home/products/pricing/loadProductPriceDetails.do?data=ZdgG%2Fvx%2FjSuBEEITnog h5uNOEwQ2%2FKws5WBAVclcholMnGHsqdC0vzO163bjmh34D910D7M0q8u%2F%0AIIsgtIFAKw%3D%3D> [accessed on 12 March 2025].

### **Excess construction charges** <sup>39</sup>

Breaking/Drilling charges

Provision of Pole charges

Provision of a new footway box charges

Provision of a new carriageway box charges

Directly buried cable (including any cable and wayleave costs)

Mole ploughing cable or fibre in subduct (includes any cable and wayleave costs)

New Ductwork charges

Trunking and tray work within end user's cartilage

Overblow services

### **Section 3**

#### **Meaning of "EAD" and "EAD LA"**

For the purposes of Condition 12G, the expression EAD shall be construed as including all services specified in section 3 of this Annex, subject to such changes as Ofcom may direct from time to time, following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly).

#### **Ethernet Access Direct (EAD)** <sup>40</sup>

Connection charges for:

- EAD Circuits

For the purposes of Condition 12G, the expression EAD LA shall be construed as including the following services, subject to such changes as Ofcom may direct from time to time following any proposal by the Dominant Provider to introduce a new service or withdraw or substitute one or more of these services for another (in which case this list shall be construed accordingly).

#### **Ethernet Access Direct Local Access (EAD LA)** <sup>41</sup>

Connection charges for:

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<sup>39</sup> Openreach, *Price List, Excess Construction Charges*,

<https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=ZdqG%2Fvx%2FjSuBEEITnog h5uNOEwQ2%2FKws5WBAVclIcholMnGHsqdCOvzO163bjmh34D910D7M0q8u%2F%0AIIsgtIFAKw%3D%3D> [accessed on 12 March 2025].

<sup>40</sup> Openreach, *Price List, Ethernet Access Direct (EAD) including EAD Enable*,

<https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=5uW5cDedIGJk un%2FLo2I67PEgpNm%2BtShF6YESRcCqrDFZ6rNZujnCs99NblKJZPD9hXYmijxH6wrCQm97GZMyQ%3D%3D> [accessed on 12 March 2025].

<sup>41</sup> Openreach, *Price List, Ethernet Access Direct (EAD) including EAD Enable*,

<https://www.openreach.co.uk/orpg/home/products/pricing/loadProductPriceDetails.do?data=5uW5cDedIGJk un%2FLo2I67PEgpNm%2BtShF6YESRcCqrDFZ6rNZujnCs99NblKJZPD9hXYmijxH6wrCQm97GZMyQ%3D%3D> [accessed on 12 March 2025].

- EAD Local Access 10 Mbit/s circuits and above

### **Interpretation of Annex to Condition 12G**

Except insofar as the context otherwise requires, the terms or descriptions of services used in this Annex shall be construed as having the same meaning as those provided by the Dominant Provider on its website for definitions and explanations of its services in addition to future updates. These are currently found as follows:

Services within the meaning of “**Direct ECC Services and Contractor ECC Services**”, please refer to <http://www.openreach.co.uk/orpg/home/products/serviceproducts/excessconstructioncharges/excessconstructioncharges.do><sup>42</sup>

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<sup>42</sup> [Accessed on 12 March 2025].

## Condition 12H – Control on Time Related Charges

Charges for time related services	
<p><b>12H.1</b> (IEC BT only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</p>	<p>The Dominant Provider shall take all reasonable steps to secure that, at the end of each Relevant Year, the Percentage Change (calculated in accordance with Condition 12H.2) in the charges for each of:</p> <ul style="list-style-type: none"> <li>(a) Standard Chargeable Visit;</li> <li>(b) Additional Hour;</li> <li>(c) Supplementary Charges (Per Visit); and</li> <li>(d) Supplementary Charges (Per Hour),</li> </ul> <p>is not greater than the Controlling Percentage (as calculated in accordance with Condition 12H.3).</p>

Percentage Change	
<p><b>12H.2</b> (IEC BT only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</p>	<p>For the purposes of Condition 12H.1, the Percentage Change in the charges for each service shall be calculated by employing Formula 4 (Percentage Change Single Service Formula). When employing Formula 4, the Relevant Year Weighted Average Charge <math>\bar{p}_{i,t}</math> and the Prior Year Weighted Average Charge <math>\bar{p}_{i,t-1}</math> must be calculated subject to the provisions set out in Condition 12E.16.</p>

Controlling Percentage	
<p><b>12H.3</b> (IEC BT only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</p>	<p>Subject to the provisions set out in Conditions 12H.4 and 12H.5, the Controlling Percentage in relation to any Relevant Year shall be calculated by employing Formula 5 (Controlling Percentage Formula) with X defined as zero.</p>



## Excess and Deficiency

<p><b>12H.4</b> (IEC BT only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</p>	<p>Where the Percentage Change in a charge at the end of a Relevant Year is less than the Controlling Percentage (“<b>Deficiency</b>”) or greater than the Controlling Percentage (“<b>Excess</b>”), the Controlling Percentage for the following Relevant Year shall be calculated employing Formula 6 (Controlling Percentage allowing for Deficiency or Excess Formula) with X defined as zero.</p>
<p><b>12H.5</b> (IEC BT only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</p>	<p>In the case of Excess, the Dominant Provider shall, to the extent reasonably possible, and as soon as reasonably practicable, repay the Relevant Excess Revenue to the relevant Affected Communications Provider.</p>

## Material Change

<p><b>12H.6</b> (IEC BT only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</p>	<p>Where:</p> <ul style="list-style-type: none"> <li>(a) the Dominant Provider makes, or proposes to make, a material change (other than to a charge) to any service which is subject to this Condition 12H;</li> <li>(b) the Dominant Provider makes a change to the date on which its Financial Year ends; or</li> <li>(c) the Dominant Provider makes a change to the date on which its Financial Year ends;</li> </ul> <p>Condition 12H shall have effect subject to such reasonable adjustment to take account of the change as Ofcom may direct to be appropriate in the circumstances.</p> <p>For the purposes of this Condition 12H.6, a material change to any service which is subject to this Condition 12H includes (but is not limited to) the introduction of a new service wholly or substantially in substitution for, or that is substantially similar to, an existing service which is subject to this Condition 12H; or a change to the billing practice for any service which is subject to this Condition 12H.</p>
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## Compliance

**12H.7**  
**(IEC BT only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))**

The Dominant Provider must record, maintain and supply to Ofcom in an electronic format, no later than five months after the end of each Relevant Year, the data necessary for Ofcom to monitor compliance of the Dominant Provider with this Condition 12H. The data must include:

- (a) each Percentage Change calculated pursuant to Condition 12H.2;
- (b) all relevant data the Dominant Provider used in the calculation of each Percentage Change as set out in Condition 12H.2;
- (c) all charges, excluding discounts, published by the Dominant Provider at time, t, during the Relevant Year and the Prior Year;
- (d) the relevant published charges at the start of each Relevant Year;
- (e) the Relevant Year Weighted Average Charges and the Prior Year Weighted Average Charges calculated pursuant to Condition 12H.2 and calculations thereof;
- (f) other data necessary for monitoring compliance with the charge control; and
- (g) such data as Ofcom may from time to time direct.

The Dominant Provider must publish on its website a non-confidential version of the information provided under (a) to (f).

The information provided to Ofcom under (a) to (f) must be accompanied by a statement from a person independent of the Dominant Provider providing assurance on the data. This assurance shall be in the form of Agreed Upon Procedures. The statement provided to Ofcom by the person independent of the Dominant Provider shall set out the results of the tests carried out in order to give the Agreed Upon Procedures assurance.

## Directions

**12H.8**  
**(IEC BT only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))**

Ofcom may direct that Conditions 12H.1 to 12H.7 shall not apply to the extent specified in any such direction.

**12H.9**  
**(IEC BT only, IEC BT+1, IEC BT+2, IEC DF**

The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition 12H.

Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))

### Transitional Application of Condition

<p><b>12H.10</b> (IEC DF Transition, IEC BT+2, LLA Area 2 (Transitional) , LLA HNR (Transitional)</p>	<p>This Condition 12H shall apply to IEC DF Transition exchanges, IEC BT + 2 exchanges and postcode sectors in LLA Area 2 (Transitional) or LLA HNR (Transitional) only in so far as they concern the provision of Existing Circuits under Condition 2.8, Condition 2.9 and Condition 2.10 respectively.</p>
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### Interpretation

<p><b>12H.11</b> (IEC BT only, IEC BT+1, IEC BT+2, IEC DF Transition, LLA Area 2, LLA Area 3, LLA Area 2 (Transitional) , LLA HNR (Transitional) )</p>	<p>In this Condition 12H:</p> <ul style="list-style-type: none"> <li>(a) <b>“Additional Hour”</b> means the provision of the service which is reasonably necessary for the use of services falling within an Ethernet Basket, WDM Services or Dark Fibre Access and shall be construed as having the same meaning as ‘Additional Hours (or Part thereof)’, which is the definition and explanation of this service set out by the Dominant Provider on its website;</li> <li>(b) <b>“Ethernet Basket”</b> means any of the Ethernet (1Gbit/s and below) Basket, Ethernet (all bandwidths) Basket, Ethernet (over 1Gbit/s) Basket or Ethernet (IEC) Basket, all as defined in Condition 12E.25;</li> <li>(c) <b>“Excess Revenue”</b> means the difference between: (i) the revenue which the Dominant Provider earned in the Relevant Year from providing the services specified in Condition 12H.1; and (ii) the revenue the Dominant Provider would have earned in the Relevant Year from providing the services specified in Condition 12H.1 if it had complied with Condition 12H.1;</li> <li>(d) <b>“Percentage Change”</b> has the meaning given to it in Condition 12H.2;</li> <li>(e) <b>“Relevant Excess Revenue”</b> means the Excess Revenue earned from charging the Affected Communications Provider;</li> <li>(f) <b>“Standard Chargeable Visit”</b> means the provision of the service which is reasonably necessary for the use of the services falling within an Ethernet Basket, WDM Services or Dark Fibre Access and shall be construed as having the same meaning as ‘Standard Chargeable Visit (Visit plus up to 1 hours work)’, which is the definition and explanation of this service set out by the Dominant Provider on its website;</li> </ul>
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- (g) **“Supplementary Charges (Per Hour)”** means the provision of the service which is reasonably necessary for the use of the services falling within an Ethernet Basket, WDM Services or Dark Fibre Access and shall be construed as having the same meaning as ‘Supplementary charges (Per Hour or Part thereof)’, which is the definition and explanation of this service set out by the Dominant Provider on its website; and
- (h) **“Supplementary Charges (Per Visit)”** means the provision of the service which is reasonably necessary for the use of the services falling within an Ethernet Basket, WDM Services or Dark Fibre Access and shall be construed as having the same meaning as ‘Supplementary charges (Per Visit)’, which is the definition and explanation of this service set out by the Dominant Provider on its website.

## Condition 12I – Controls on Dark Fibre Access

<b>Charges for Dark Fibre Access</b>	
<p><b>12I.1</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>On 1 April 2026, for each service listed in paragraphs a) – d), the Dominant Provider shall charge no more than the amount specified in respect of that service:</p> <ul style="list-style-type: none"> <li>(a) for Connection for a Single Fibre Circuit, the amount of £[983.56 to 1,047.30];</li> <li>(b) for Connection for a Dual Fibre Circuit, the amount of £[1,967.12 to 2,094.60];</li> <li>(c) for Annual Rental for a Single Fibre Circuit, the amount of £[1,193.56 to 1,312.33] per annum; and</li> <li>(d) for Annual Rental for a Dual Fibre Circuit, the amount of £[2,387.12 to 2,624.66] per annum.</li> </ul>
<p><b>12I.2 (LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>Except in so far as Ofcom may otherwise direct, the Dominant Provider shall secure that for the period from 2 April 2026 until 31 March 2027 inclusive the Relevant Year Weighted Average Charge for each of the services listed in Condition 12I.1 a) – d) is no more than:</p> <ul style="list-style-type: none"> <li>(a) for Connection for a Single Fibre Circuit, the Initial Charge multiplied by (100% + CPI + [-6.50% to -10.25%]);</li> <li>(b) for Connection for a Dual Fibre Circuit, the Initial Charge multiplied by (100% + CPI + [-6.50% to -10.25%]);</li> <li>(c) for Annual Rental for a Single Fibre Circuit, the Initial Charge multiplied by (100% + CPI + [-1.25% to -3.75%]); and</li> <li>(d) for Annual Rental for a Dual Fibre Circuit, the Initial Charge multiplied by (100% + CPI + [-1.25% to -3.75%]).</li> </ul> <p>For the purposes of this Condition 12I.2, the Relevant Year Weighted Average Charge is to be calculated in accordance with Formula 1, save that:</p> <ul style="list-style-type: none"> <li>(a) the Relevant Year, <math>t</math>, means the period 2 April 2026 to 31 March 2027 inclusive; and</li> <li>(b) <math>w_{i,j,t}</math> is the proportion of the Relevant Year, <math>t</math>, during which a distinct charge, <math>p_{i,j,t}</math> is in effect, calculated by dividing the total number of days during which the charge is in effect by 364.</li> </ul>
<p><b>12I.3</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>Except in so far as Ofcom may otherwise direct, in each of (i) the Second Relevant Year, (ii) the Third Relevant Year, (iii) the Fourth Relevant Year and the (iv) Fifth Relevant Year, for each service listed in Condition 12I.1 a) – d), the Dominant Provider shall not charge more than the amount calculated by employing Formula 7 (Annual Maximum Charge Ceiling Formulae) with:</p> <p><math>\bar{p}_{i,1}</math> defined as the maximum amount permitted to be charged for that service <math>i</math> on average during the period from 2 April 2026 until 31 March 2027 inclusive as specified in Condition 12I.2;</p>

	<p><math>X_i</math> defined as:</p> <ul style="list-style-type: none"> <li>(a) for Connection for a Single Fibre Circuit, [-6.50% to -10.25%]</li> <li>(b) for Connection for a Dual Fibre Circuit, [-6.50% to -10.25%]</li> <li>(c) for Annual Rental for a Single Fibre Circuit, [-1.25% to -3.75%]</li> <li>(d) for Annual Rental for a Dual Fibre Circuit, [-1.25% to -3.75%]</li> </ul>
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<b>Charges for DFX</b>	
<p><b>121.4</b> (IEC BT Only, IEC BT+1, IEC DF Transition)</p>	<p>On 1 April 2026, for each individual service in paragraphs (a) – (f), the Dominant Provider shall charge no more than the amount specified in respect of that service:</p> <ul style="list-style-type: none"> <li>(a) for Connection for a Single Fibre Circuit, the amount of £[239.95 to 248.51], other than where access is provided under Condition 2.7 where the charge shall be £0;</li> <li>(b) for Connection for a Dual Fibre Circuit, the amount of £[479.90 to 497.02] other than where access is provided under Condition 2.7 where the charge shall be £0;</li> <li>(c) for Annual Rental for a Single Fibre Circuit, the amount of £[24.82 to 25.51] per annum other than where access is provided under Condition 2.7 where the charge shall be £0;</li> <li>(d) for Annual Rental for a Dual Fibre Circuit, the amount of £[49.64 to 51.02] per annum other than where access is provided under Condition 2.7 where the charge shall be £0;</li> <li>(e) for Main Link Rental for a Single Fibre Circuit, the amount of £[0.104 to 0.112] per metre per annum; and</li> <li>(f) for Main Link Rental for a Dual Fibre Circuit, the amount of £[0.209 to 0.225] per metre per annum.</li> </ul>
<p><b>121.5</b> (IEC BT Only, IEC BT+1, IEC DF Transition)</p>	<p>Except in so far as Ofcom may otherwise direct, the Dominant Provider shall secure that for the period from 2 April 2026 until 31 March 2027 inclusive the Relevant Year Weighted Average Charge for each of the services listed in Condition 121.4( a) – (f) is no more than:</p> <ul style="list-style-type: none"> <li>(a) for Connection for a Single Fibre Circuit, the Initial Charge multiplied by (100% + CPI + [-6.00% to -9.00%]);</li> <li>(b) for Connection for a Dual Fibre Circuit, the Initial Charge multiplied by (100% + CPI + [-6.00% to -9.00%]);</li> <li>(c) for Annual Rental for a Single Fibre Circuit, the Initial Charge multiplied by (100% + CPI + [-19.00% to -25.00%]);</li> <li>(d) for Annual Rental for a Dual Fibre Circuit, the Initial Charge multiplied by (100% + CPI + [-19.00% to -25.00%]);</li> <li>(e) for Main Link Rental for a Single Fibre Circuit, the Initial Charge multiplied by (100% + CPI + [-2.25% to -4.75%]); and</li> </ul>

	<p>(f) for Main Link Rental for a Dual Fibre Circuit, the Initial Charge multiplied by (100% + CPI + [-2.25% to -4.75%]).</p> <p>For the purposes of this Condition 121.5, the Relevant Year Weighted Average Charge is to be calculated in accordance with Formula 1, save that:</p> <p>(a) the Relevant Year, <math>t</math>, means the period from 2 April 2026 to 31 March 2027; and</p> <p>(b) <math>w_{i,j,t}</math> is the proportion of the Relevant Year, <math>t</math>, during which a distinct charge, <math>p_{i,j,t}</math> is in effect, calculated by dividing the total number of days during which the charge is in effect by 364.</p>
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### Charges in subsequent Relevant Years

<p><b>121.6</b> (IEC BT Only, IEC BT+1, IEC DF Transition)</p>	<p>Except in so far as Ofcom may otherwise direct, in each of (i) the Second Relevant Year, (ii) the Third Relevant Year, (iii) the Fourth Relevant Year and (iv) the Fifth Relevant Year, for each service specified in Condition 121.4a) – f), the Dominant Provider shall not charge more than the amount calculated by employing Formula 7 (Annual Maximum Charge Ceiling Formulae) with:</p> <p><math>\bar{p}_{i,1}</math> defined as the maximum amount permitted to be charged for that service <math>i</math> on average during the period from 2 April 2026 until 31 March 2027 inclusive as specified in Condition 121.5;</p> <p><math>X_i</math> defined as:</p> <p>(a) for Connection for a Single Fibre Circuit, [-6.00% to -9.00%];</p> <p>(b) for Connection for a Dual Fibre Circuit, [-6.00% to -9.00%];</p> <p>(c) for Annual Rental for a Single Fibre Circuit, [-19.00% to -25.00%];</p> <p>(d) for Annual Rental for a Dual Fibre Circuit, [-19.00% to -25.00%];</p> <p>(e) for Main Link Rental for a Single Fibre Circuit, [-2.25% to -4.75%]; and</p> <p>(f) for Main Link Rental for a Dual Fibre Circuit, [-2.25% to -4.75%].</p>
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### Charges for Dark Fibre Access ancillaries

<p><b>121.7</b> (LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional), IEC BT Only, IEC BT+1, IEC DF Transition)</p>	<p>Except in so far as Ofcom may otherwise direct, the Dominant Provider shall secure that the Relevant Year Weighted Average Charge during the course of the First Relevant Year is no more than:</p> <p>(a) for Patch-panel at Exchange, the amount of £[107.61] per annum per panel;</p> <p>(b) for Initial Testing, the amount of £[155.72] per test;</p> <p>(c) for Cessation, the amount of £[217.75]; and</p> <p>(d) for RWT, the amount of £[388.66].</p>
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<p><b>12I.8</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>Except in so far as Ofcom may otherwise direct, in each of (i) the Second Relevant Year, (ii) the Third Relevant Year, (iii) the Fourth Relevant Year and (iv) the Fifth Relevant Year, for each service referred to in Condition 12I.7, the Dominant Provider shall not charge more than the amount calculated by employing Formula 7 (Annual Maximum Charge Ceiling Formulae) with:</p> <p><math>\bar{p}_{i,1}</math> defined as the maximum amount permitted to be charged for that service <math>i</math> on average during the First Relevant Year as specified in Condition 12I.7;</p> <p><math>X_i</math> defined as zero.</p>
<p><b>12I.9</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>Except in so far as Ofcom may otherwise direct, the Dominant Provider shall secure that the Relevant Year Weighted Average Charge during the course of the First Relevant Year is no more than:</p> <p>(a) for Patch-panel at Customer Premises, the amount of £[24.05] per annum per panel.</p>
<p><b>12I.10</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional))</b></p>	<p>Except in so far as Ofcom may otherwise direct, in each of (i) the Second Relevant Year, (ii) the Third Relevant Year, (iii) the Fourth Relevant Year and (iv) the Fifth Relevant Year, for each service referred to in Condition 12I.9, the Dominant Provider shall not charge more than the amount calculated by employing Formula 7 (Annual Maximum Charge Ceiling Formulae) with:</p> <p><math>\bar{p}_{i,1}</math> defined as the maximum amount permitted to be charged for that service <math>i</math> on average during the First Relevant Year as specified in Condition 12I.9;</p> <p><math>X_i</math> defined as zero.</p>

<p><b>Material change</b></p>	
<p><b>12I.11</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional) IEC BT Only, IEC BT+1, IEC DF Transition)</b></p>	<p>Where:</p> <ul style="list-style-type: none"> <li>(a) the Dominant Provider makes, or proposes to make, a material change (other than to a charge) to any service which is subject to this Condition 12I;</li> <li>(b) the Dominant Provider makes a change to the date on which its Financial Year ends; or</li> <li>(c) there is a material change in the basis of the Consumer Prices Index;</li> </ul> <p>Condition 12I shall have effect subject to such reasonable adjustment to take account of the change as Ofcom may direct to be appropriate in the circumstances.</p> <p>For the purposes of this Condition 12I.11, a material change to any service which is subject to this Condition 12I includes (but is not limited to) the introduction of a new service wholly or substantially in substitution for, or that is substantially similar to, an existing service which is subject to this Condition 12I; or a change to the billing practice for any service which is subject to this Condition 12I.</p>



## Compliance

<b>12I.12</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional) IEC BT Only, IEC BT +1, IEC DF Transition)</b>	<p>The Dominant Provider must record, maintain and supply to Ofcom in an electronic format, no later than five months after the end of each Relevant Year, the data necessary for Ofcom to monitor compliance of the Dominant Provider with this Condition 12I. The data must include:</p> <ul style="list-style-type: none"><li>(a) all charges published by the Dominant Provider from time to time during the Relevant Year, including the dates and time periods during which such charges were in force;</li><li>(b) other data necessary for monitoring compliance with the charge control; and</li><li>(c) such data as Ofcom may from time to time direct.</li></ul>
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## Directions

<b>12I.13</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional) IEC BT Only, IEC BT +1, IEC DF Transition)</b>	<p>Ofcom may direct that Conditions 12I.1 to 12I.12 shall not apply to the extent specified in any such direction.</p>
<b>12I.14</b> <b>(LLA Area 3, LLA Area 2 (Transitional), LLA HNR (Transitional) IEC BT Only, IEC BT +1, IEC DF Transition)</b>	<p>The Dominant Provider shall comply with any direction Ofcom may make from time to time under this Condition 12I.</p>

## Transitional Application of Condition

<b>12I.15</b> <b>IEC DF Transition, LLA Area 2 (Transitional), LLA HNR (Transitional))</b>	<p>This Condition 12I shall apply to IEC DF Transition exchanges and postcode sectors in LLA Area 2 (Transitional) and LLA HNR (Transitional) only in so far as they concern the provision of Existing Circuits under Condition 2.8 and Condition 2.10 respectively.</p>
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## Interpretation

### 12I.16

(LLA Area 3,  
LLA Area 2  
(Transitional),  
LLA HNR  
(Transitional),  
IEC BT Only,  
IEC BT +1, IEC  
DF Transition)

In this Condition 12I:

- (a) **“Annual Rental for a Single Fibre Circuit”** means the annual rental charge per fibre offered or charged by the Dominant Provider once a Dark Fibre Access circuit consisting of one fibre has been provided;
- (b) **“Annual Rental for a Dual Fibre Circuit”** means the annual rental charge per fibre offered or charged by the Dominant Provider once a Dark Fibre Access circuit consisting of two fibres has been provided;
- (c) **“Cessation”** means the one-off charge offered or charged by the Dominant Provider when either Annual Rental for a Single Fibre Circuit or Annual Rental for a Dual Fibre Circuit is ceased;
- (d) **“Connection for a Single Fibre Circuit”** means the one-off charge offered or charged by the Dominant Provider for the provision of a new Dark Fibre Access circuit consisting of one fibre;
- (e) **“Connection for a Dual Fibre Circuit”** means the one-off charge offered or charged by the Dominant Provider for the provision of a new Dark Fibre Access circuit consisting of two fibres;
- (f) **“Initial Charge”** means the amount specified in Condition 12I.1 or Condition 12I.4 as the maximum charge the Dominant Provider may charge on 1 April 2026 for the relevant service in Condition 12I.1 or Condition 12I.4 (as applicable);
- (g) **“Main Link Rental for a Single Fibre Circuit”** means the annual rental charge per fibre per metre, or any other part thereof, offered or charged by the Dominant Provider once a Dark Fibre Access circuit consisting of one fibre has been provided;
- (h) **“Main Link Rental for a Dual Fibre Circuit”** means the annual rental charge per fibre per metre, or any other part thereof, offered or charged by the Dominant Provider once a Dark Fibre Access circuit consisting of two fibres has been provided;
- (i) **“Patch-panel”** means equipment used to interconnect and manage fibre optic cables.
- (j) **“Right When Tested”** or **“RWT”** means the charge offered or charged by the Dominant Provider for a Third-Party Customer’s Right When Tested Faults relating to the provision of Dark Fibre Access consisting of one or two fibres, where such Right When Tested Faults are in excess of the 6% threshold of all of that Third Party’s faults; and
- (k) **“Right When Tested Fault”** or **“RWTF”** means a fault which has been closed as not requiring any repair activity by the Dominant Provider in accordance with the Dominant Provider’s relevant product handbook, as published from time to time.

## Schedule 2

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### List of postcode sectors for the purpose of identifying relevant wholesale local access markets

The list of postcode sectors for the purposes of identifying the markets listed in Table A (ii) to (iii) in paragraph 4 of this notification can be accessed at the following link:

<https://www.ofcom.org.uk/siteassets/resources/documents/consultations/category-1-10-weeks/consultation-telecoms-access-review-2026-31/supporting-documents/schedule-2-tar26-consultation-proposed-wla-postcode-sector-by-geographic-market.csv>

## Schedule 3

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### List of postcode sectors for the purpose of identifying relevant leased lines access markets

The list of postcode sectors for the purposes of identifying the markets listed in Table A (iv) to (vi) in paragraph 4 of this notification can be accessed at the following link:

<https://www.ofcom.org.uk/siteassets/resources/documents/consultations/category-1-10-weeks/consultation-telecoms-access-review-2026-31/supporting-documents/schedule-3-tar26-consultation-proposed-lla-postcode-sectors-by-geographic-market.csv>

## Schedule 4

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### List of BT exchanges for the purpose of identifying interexchange connectivity markets

The list of BT exchanges for the purposes of identifying the markets listed in Table A (vii) to (ix) in paragraph 4 of this notification can be accessed at the following link:

<https://www.ofcom.org.uk/siteassets/resources/documents/consultations/category-1-10-weeks/consultation-telecoms-access-review-2026-31/supporting-documents/schedule-4-tar26-consultation-proposed-iec-exchange-classifications.xlsx>

## Schedule 5

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### List of postcode sectors for the purpose of identifying transitional application of DFA remedy

The list of LLA postcode sectors for the purposes of identifying where the DFA remedy applies on a transitional basis, can be accessed at the following link:

<https://www.ofcom.org.uk/siteassets/resources/documents/consultations/category-1-10-weeks/consultation-telecoms-access-review-2026-31/supporting-documents/schedule-5-tar26-consultation-dfa-postcode-sector-classifications-transitional-remedies.csv>