

Tariff for Fault Identification & Rectification of Fibre Cables and Fibre Termination Points Provided under IMDA’s COPIF 2013 Buildings

A. BACKGROUND

1. The Requesting Licensee (“RL”) wishes to engage NetLink Trust (“NLT”) to perform fault identification and rectification services in relation to a FTP and the fibre cable connecting a FTP and FIP (hereinafter referred to as a “2F Cable”) installed by the BOs or BDs of COPIF 2013 Buildings.

B. PROCEDURE FOR REQUEST FOR SERVICES

Fault Identification Service

2. The RL shall perform all necessary checks on their own network prior to reporting any fault to NLT.
3. NLT will only carry out the necessary works to identify the faults (“Fault Identification Service”) in relation to faults reported by RL to NLT in accordance with the reporting procedure set out in Clause 11 of Schedule 1 (Residential End-User Connection) of the RL’s ICO Agreement, with the exception of Clause 11.8(d), which shall not apply.
4. The charges payable by the RL for the Fault Identification Service (“Fault Identification Charges”) are as indicated in the following table:

Fault Identification Charge		
Minimum Charge (per visit up to first 2 hours)*		\$64
Subsequent hourly blocks will be charged according to the rates below		
Period		Rate (S\$/hour)*
Monday to Friday	9am to 5pm	\$20
Monday to Friday	After 5pm to 9am the next day	\$30
Saturday	9am to 1pm	\$20
Saturday	After 1pm to 12am the next day	\$30
Sundays and Public Holidays	12am to 9am the next day	\$40

* All charges exclude taxes

5. A Fault Identification Charge will be levied each time NLT is requested by the RL to perform the Fault Identification Service, provided that:
 - (a) The RL has requested NLT to identify a fault on NLT’s Network in COPIF 2013 Buildings, and NLT determines that the fault identified is attributed to the End-User, Retail Service Provider and/or the RL; or

(b) It is determined by NLT that the fault reported by the RL resides in the BO/BD's network in COPIF 2013 Buildings and the fault is not caused by NLT.

6. The Cancellation Charge set out below shall apply in the event that the RL cancels the fault report and request for Fault Identification Service after acceptance of the same by NLT. For the avoidance of doubt, if the relevant Residential Premise is locked or inaccessible at the appointment time, the fault report and request for Fault Identification Service shall be deemed to have been cancelled by the RL.

Description for Cancellation Charge	Charge (S\$) *
Cancellation Charge before Fault Investigation is carried out	\$22.82
Cancellation Charge after Fault Investigation is carried out	\$64

* All charges exclude taxes

7. The RL will be informed of the result of the fault identification and the status of the reported fault will be updated in the NetLink Trust Platform as "Closed" accordingly.

Fault Rectification Service

8. The RL may engage NLT's services to rectify a fault in the fibre network installed by the BO/BD by repairing and replacing the FTP ("Fault Rectification Service") through the submission of a request ("Request") via the NetLink Trust Platform.

9. In addition to the Fault Identification Charge, the RL shall pay NLT the applicable charge as indicated in the following table (the "Repair and Replacement Charge"):

Description of Repair and Replacement Charge	Charge (S\$) *
High-Rise Residential Building	\$150 per connection
Landed Residential Premise	\$270 per connection
Additional Cabling Charge per five (5) metres (this charge applies to installation of cabling that exceeds twenty-five (25) metres, measured from FIP to FTP)	\$2

* All charges exclude taxes

10. For the avoidance of doubt, the Repair and Replacement Charge excludes all other costs arising from and/or associating with the Request incurred by NLT (including but not limited to the cost incurred in the creation of access opening or panel, and installation of cable tray), which shall be separately chargeable by NLT and paid for by the RL.

11. The scope of the Fault Rectification Service to be undertaken by NLT shall be limited to the following:

- (a) Installation of a new 2F Cable using surface trunking.

For the avoidance of doubt, the owner of the relevant Residential Premise shall be responsible for obtaining or maintaining any consents, licences, approvals or permissions necessary for NLT and/or its contractors to carry out the installation of the new 2F Cable using surface trunking along the common corridors, walkway, doorway, etc. Notwithstanding the foregoing, NLT reserves the right to use the existing conduit provided by the BO/BD instead of installing new surface trunking in the event that NLT has reasonable grounds to believe that the conduit is in good and serviceable condition and that there is no cable (or otherwise) installed within the said conduit. For the avoidance of doubt, in the event that NLT holds the view that the existing conduit provided by the BO/BD is unavailable, unserviceable or unusable, NLT will install the new 2F Cable via surface trunking only;

- (b) Installation of new FTP (if applicable) by NLT

12. NLT will notify the RL in writing upon the completion of the Fault Rectification Service as detailed above.
13. NLT undertakes not to remove any optical fibre cable and/or associated installation(s) provisioned by the BO/BD in accordance to the requirements stipulated in COPIF 2013 in the course of performing the Fault Rectification Service.
14. Without prejudice to the generality of Clause 8.2 of this Agreement, NLT shall not be liable for any loss, damages or claims arising from the installation of a new 2F Cable or new FTP.
15. In the event that the RL cancels the Request after acceptance of the same by NLT, the Cancellation Charge shall apply. For the avoidance of doubt, if the relevant Residential Premise is locked or inaccessible at the appointment time, the Request shall be deemed to have been cancelled by the RL. The Cancellation Charge shall be equivalent to the applicable Repair and Replacement Charge tabulated under paragraph 9 above.

C. ADDITIONAL TERMS AND CONDITIONS

16. NLT will not proceed with the Fault Identification Service and/or the Fault Rectification Service if the owner of the relevant Residential Premise is unable to obtain or maintain any consents, licences, approvals or permissions necessary for NLT and/or its contractor to perform the said Service(s). For the avoidance of doubt, the RL shall be liable for the payment of any security deposit, escort charges and/or other fee(s) imposed by any third party in relation to the said consents, licences, approvals or permissions.

17. The RL shall procure that the owner of the relevant Residential Premise grants NLT and/or its contractor ease of access at all times to perform the Fault Identification Service and/or Fault Rectification Service. The RL acknowledges and agrees that the ability of NLT and/or its contractors to carry out the Fault Identification Service and/or Fault Rectification Service is dependent on the grant of access to the relevant Residential Premise, and that NLT shall not be liable for any delays in the performance of such Services in the event that the owner of the Residential Premise fails to provide such access for any reason whatsoever.
18. NLT shall use all reasonable endeavours to minimise damage to the wall and/or other fittings in the relevant Residential Premise, save that NLT shall not be responsible for the relocation of any furniture or item belonging to the owner of the Residential Premise, re-plastering of the affected wall, any painting work, or the reinstatement of the affected wall and/or other fittings, or such other work not mentioned in this Agreement.
19. The RL acknowledges and agrees that all Service Level Guarantees (“SLGs”) under the RL’s ICO Agreement, including SLGs for Service Activation Period, Mean Time To Recovery and Service Level Availability shall not apply to the Residential End-User Connections rectified under this Agreement. Accordingly, RL shall not be entitled to any remedy or rebate whatsoever from NLT in respect of the Residential End-User Connections rectified pursuant to this Agreement.