DEEMED CONSENT

There are a number of things that can cause delays to the provisioning of a new circuit that are beyond our control, we will however, do our level best to manage them to reduce the impact on your order.

You may see these referred to with the term **"Deemed Consent"**. This is the term that describes the carrier's ability to set a non-standard **Committed Delivery Date (CDD)** on an order or to change the **CDD** without gaining agreement from either you or us first. Instead, the carrier "deems" that they have our and/or your consent to change the **CDD** whenever an order is delayed for reasons beyond their control.

The lead time of your installation will be affected until the deemed consent is no longer in force and any days between notification and clearance will not be included in any lead time calculation.

1. ASBESTOS REGISTER

What is an Asbestos Register?

An Asbestos Register states where Asbestos is or may be located within a building. This document must be made available to anyone carrying out work on-site that may disturb Asbestos. This could be drilling holes in walls or moving ceiling tiles to install cables. This is extremely important for protecting the health of engineers, staff and members of the public.

How do we know if it is needed?

Buildings constructed after 2000 are unlikely to contain any Asbestos, therefore a register is not normally required. For buildings built before 2000, it is assumed that Asbestos may be present and a register is a requirement. If a register is not in place on a leased line survey, our carrier partners may refuse to proceed until one is available which will cause delays to the installation.

When will it be asked for?

An engineer may request to see the register if they suspect that any part of the installation may disturb any asbestos or asbestos – containing material. This request usually happens at site survey. However, the team can request to see the register at any time while installation work is under way if they suspect Asbestos is present. An asbestos register can also be a requirement of **Site Specific Risk and Method Statements (SSRAMs).**

Who is responsible for producing and maintaining the Asbestos Register?

It is the duty of the owner of the premises, or the person responsible for the building maintenance, unless otherwise defined in a tenancy agreement.

Where is it kept?

A hard copy of the Asbestos Register must be kept on site. It is generally held by the facilities team, receptionist, site office or building manager depending on the site.

What happens now?

If you do not have an Asbestos Register you will need to contact a registered company to arrange for a site visit and the provision of a register in order to proceed.
Whilst waiting for the Asbestos Register, your order will be placed on hold and will make no further progress towards completion. Any time taken in obtaining an Asbestos Register will extend the lead time for the provision of your service and any such days will not be taken into consideration when calculating the lead time taken to install.

Should Next Connex be advised that an Asbestos Register is on-site but it is not produced at the time of survey, abortive visit charges may be applied to the order.

2. EXCESS CONSTRUCTION CHARGES

What are excess construction charges?

Additional work that may be identified as a result of the survey [i.e. work that falls outside of the normal work provided as part of standard installations]. This is typically seen in situations where fibre is not present at the customer site, an alternative fibre route is required, or where duct, manholes, fibre spine cables, copper cable or backhaul and core network cable are required, although these are not the only scenarios.

If any excess construction charges are identified we will notify you as soon as possible and provide you with details of the works along with any other pertinent information. Any cost notified at this point will be in addition to the installation fee quoted on the signed sales order.

What happens now?

When **Excess Construction Charges [ECC's]** are identified your order will immediately be placed on hold pending your instruction or acceptance.

If you are happy to proceed, a further sales order will be issued and forwarded for your acceptance and signature. Once this has been received by us, we will confirm the acceptance of the charges with the carrier.

If you are unable to accept the Excess Construction Charges, you will be able to cancel your order without charge provided that no work has been completed and you let us know in writing to cancellations@nextconnex.com within 5 working days of being advised of the additional costs.

Full details regarding the process to cancel an order due to excess construction charges can be found in your **Master Service Agreement** under clauses **12.4** and **12.7.1.**

3. WAYLEAVE

What is a Wayleave?

A “Wayleave” is the written legal consent between the carrier and the end user, occupier or property owner which confers the right for the carrier to install, maintain, adjust and repair apparatus within the related property and associated boundaries.

Without Wayleave, no Utility has any right whatsoever to enter upon private land without obtaining prior written consent. If they do so it will constitute trespass and may result in legal action. Therefore, consent in the form of Wayleave must be obtained before entering private property.

What does a Wayleave cover?

The Wayleave does not permit all future works as it only refers to the route planned for this specific installation. If a further install is needed or changes to this installation are required a new Wayleave will have to be arranged.

The Wayleave will also identify that any apparatus installed by the carrier (fibre, hardware etc) is the property of the carrier which no one should damage or interfere with.

What happens now?

Wayleave is determined at the planning and survey stage before any works take place.

The carrier will issue the consent documents to the relevant parties to obtain permission. In order to do this the carrier requires the Landlord’s and/or Managing Agent’s name, address, email address and contact number.

Whilst waiting for these details, the order is placed on hold and will make no further progress towards completion. Any time taken in obtaining these details and the returned Wayleave agreements will extend the lead time for the provision of the service, and any such days will not be taken into consideration when calculating the lead time taken to install.

Common Misconceptions

A common perception in the Wayleave process is that the documents are simply issued, signed and returned, but in reality the process is much more lengthy.

Due to the legality of consent documents, Next Connex will not receive a copy of the Wayleave and are unable to request a copy to pass on. We are also unable to influence the speed at which these documents are authorised and returned as it is reliant upon the third party to take action. We may not even be aware of whom permission is being requested, as it is an agreement between the third party and the carrier.

More than one Wayleave may be required. For a single circuit to be installed, the fibre may need to be run over neighbouring land resulting in the need to issue multiple Wayleave agreements. The order will not progress until all of these are signed off.

What can you do as the Customer?

Whenever possible we ask that you make contact with the Landlord or third party during this stage, as you may be able to apply pressure or clarification to ensure that the required documents are authorised and returned as soon as possible.

4. OPENREACH RESILIENT OPTION 2 - RO2

When a customer requires a service that has two circuits that need to be installed as diversely separate to each other as possible we will usually use Openreach **RO2** to provide this although we may be able to achieve this by using two separate carriers.

Resilience ensures that two fibre routes between service end points are kept as diverse from each other as possible. **Resilience Option 2 (RO2)** comes with two service boxes, each with a single diversely routed path from different building entry points. In the event of a failure on the primary path, traffic must be switched manually to the secondary one.

Resilience is designed to minimise risks should optical failure, fibre break / derogation or 'matters beyond our reasonable control' occur.

When ordering a **RO2** Service it is essential that you are aware of the following:

- It may become clear during the planning stage for various reasons that it is not possible to deliver an **RO2** solution. If this happens we will contact you to discuss how to proceed.
- If during the delivery of the **RO2** solution one of the routes encounters a delay we will not be able to progress with the non-delayed route unless you agree to allow us to do this.
- If one of the routes encounters additional cost as either **Excess Construction Charges** or **Out of Hours Work** we will not be able to proceed with either route until you have accepted these costs.
- If you are unable to accept the additional costs this will result in the cancellation of the whole order. If you still want to proceed with the service that did not have any additional charges this will have to be re-ordered separately which will result in the delivery lead times starting again from the date of the new order.

5. CIVILS

What is Civils Work?

Civils or **Civil Engineering** is where roads are dug up to install new ducts, joint boxes or to repair the existing underground infrastructure.

Permission must be granted by the local council or transport authority for any works to be completed and this can cause significant delays to the provisioning of the circuit. It is not unusual for an order to be delayed by 3 months or more due to civils work.

Challenges encountered during civils

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There are a number of factors that can add to the delays seen within the civils section of the provisioning process. These include:

- **Notices / Permits / Traffic Management requirements:** Please see Deemed Consent: Traffic Management (page 6) and Deemed Consent: other (noticing) (page 8) for more information.
- **Permission to Dig:** At times the carrier may require a landowner to sign a 'Permission to Dig' form confirming their acceptance that dig works can take place.
- **Congestion – Third Party:** Even though great care is taken during planning stages to avoid them, third party congestion such as utility lines i.e. gas mains, can affect the route. Permission will need to be obtained from the utility owner before works can commence.

Engineers may arrive with little or no notice. It is worth letting them work rather than delay your order. If an Openreach engineer should telephone, it's essential to take the person's name, contact number and a clear explanation of what they are calling about.

6. TEST ROD & TUBING / TEST ROD & CABLING

What is Test Rod & Tubing and Test Rod & Cabling.

This part of the process ensure that the tubing / ducting is clear throughout the length of the route so that the cable can be pulled through. This process is also known as the External Cabling stage.

The engineers will push a rod through from pit to pit (or pit to entry point) to ensure the duct is clear of any material or debris. Once the engineer has the rod through, they then tie a rope to the end and pull it back through the duct. A cable is then attached to the rope and pulled through.

The engineer will then splice the cable at both ends connecting it to the carrier network.

7. INTERNAL CABLING / JOINT & SPLICING

An external cable comes into the building at the location agreed based on practicalities and the positioning of the ducts.

What is Internal Cabling / Jointing and Splicing?

Internal cabling involves installing new cable from either the internal or external joint intake through the building to the customer's service termination location.

On the end of this cable should be a new termination box on the wall or a slim rack-mounted 'splice tray'. A fibre lead usually orange or yellow in colour will lead from this box or splice tray to the customer equipment. These cables will then be spliced together followed by a full line light test to ensure that the service is working end to end.

Challenges encountered during Cabling and Splicing

There are a number of factors that can add to the length of time your order is in provision. These include:

- Obtaining access to the premises.
- Internal Cabling at height – for Health & Safety reasons this may require engineering resources that are specifically trained to work at height.
- Issues with internal routing – sometimes despite what has been planned, completing the actual work is not physically possible. This will then need to be returned to the planner to find an alternative route.

8. DEEMED CONSENT TRAFFIC MANAGEMENT

What is Traffic management?

Where our carrier and their contractor require works to be carried out on or in the vicinity of a public highway, road or pedestrian area, they must notify the Highways Agency and/or the Local Authority. This is to check that there is no clash with other utility companies who may be working in the same area, to ensure public safety and for the protection of the area in question.

Also required is the review and authorisation of any road traffic management which may result in unnecessary congestion. Similar permission also applies to National parks and Conservation Areas. It is a criminal offence to excavate or place private apparatus without authorisation or licence.

If you would like further information about this, please visit:

https://www.gov.uk/government/collections/traffic-management-act-2004-overview

What happens now?

The carrier will submit the necessary paperwork to the relevant Authority who will then assess the application and schedule the works and the associated timeframes, which will be determined by them in accordance with the Highways Act 1980.

Neither Next Connex nor the carrier have any influence over the Highways Authority and cannot add any pressure to try to speed up the agreement process or improve on any dates given by them.

Where traffic management is required, 'Deemed Consent' will be in force from the time of notification until the date at which the work is undertaken. This will impact on any lead time that have previously been given for your order, and this period will not be counted when calculating the delivery lead time.

What can you as a customer do?

Where possible we will obtain the Traffic Management reference and provide this to you. You are within your rights to contact the relevant Authority to raise a case that may possibly bring permit dates forward.

Please be aware that the Authority may remove any permission for works up to and including the planned day of works. In such situations, the work will need to be re-planned and rescheduled by the Authority.

9. INSTALLATION / FIT & TEST

When it is confirmed that there are no barriers to installation, the provisioning of your service will proceed.

Once all network based installation activity is near to or at completion we will contact you to arrange a **'Fit and Test'** by the carrier. An engineer will attend site and fit the appropriate 'termination equipment' as well as completing the fibre connection. They will then perform a final test of the service back to the main network and will ensure that everything is working as required.

As the engineers are looking at only one part of the network, they may confirm that the line is now ready for service to the on-site contact. This will not be the case as there is further work that needs to happen to bring the service live.

On odd occasions the fit and test may fail. Where this happens, the carrier will take out corrective work as soon as possible, however, it may be necessary to re-appoint the fit and test. We will be in contact with you to re-appoint where appropriate and will also give you all of the information that we have regarding the failure. We are not notified of a fit and test failure instantly, normally this information is shared in the days following the fit and test. We will be in touch as soon as we are able.

10. DEEMED CONSENT: OTHER

Blockages

Deemed Consent will apply if a duct or manhole is blocked (for example with cement or silt), damaged or has collapsed. The carrier will arrange to have any blockages cleared and the order will then progress. Deemed Consent will apply until there is a free route through the ducting; hence there may be several cases of consent in the case of a badly damaged duct. Such blockages or damage may only be found after the previous issue has been cleared.

Contamination

Where a manhole or pathway box is contaminated with or by a substance requiring special treatment (such as petrol), Deemed Consent will apply until the contamination has been removed or made safe. The carrier will engage with specialists in the area to arrange for the removal.

Security Clearance

If security clearance is required but has not yet been agreed, Deemed Consent will apply until such time that the clearance is granted.

Force Majeure

This is anything that could be classed as an 'Act of God' (including extreme weather) that could prevent an installation going ahead as planned.

Network Capacity

If there is no capacity within a duct to provision your order under the normal process then additional works will be required. This will naturally result in a longer installation time.

Spine Cabling

Spine Cabling is the term for a trunk or network upgrade. It is effectively a network capacity issue which requires the delivery of a significant amount on new fibre to an area.

Third Party Driver Circuit

An order can be dependent on another circuit being delivered before fibre can be spliced off and fed to another site. The Driver Circuit will have absorbed the majority, if not all, of the excess charges identified to deliver the fibre to the area. Should the Driver Circuit be cancelled, all of the excess Charges will fall to the next circuit, which will become the Driver Circuit. This may well be the circuit you have ordered with Next Connex.

If this happens you will then have the opportunity to cancel your order with Next Connex as detailed in **Excess Construction Charges** on page 2.

Specific Risk and Method Statement (SSRAMS), Time Related Charges (TRC's and Out of Hours Work (OOH)

The customer has the right to request a **Site Specific Risk and Method Statement** or **Out of Hours Work**, but these will come at an additional cost and place the order into Customer Delay. Out of Hours Work is completed following acceptance of the Time Related Charges but it will be dependent on engineer availability on a voluntary basis.

A Site Specific Risk and Method Statement involves acceptance of additional charges and will then result in a separate site survey before the statement is produced. It will need to be signed off before the order can be progressed.

Noticing

Occasionally notices are required which outline installation plans and associated health and safety arrangements to external stakeholders. If a bespoke notice is required, not only will this incur additional costs, but it will result in a delay while the necessary paperwork is completed.

11. SERVICE HANDOVERS

Openreach or Contractors to Carrier

Once the Fit and Test has been successfully completed, Openreach will then handover the circuit to the carrier. Further work will then be required by the carrier before the circuit is confirmed as installed and handed over to Next Connex. The extra work normally takes between one to three working days.

Carrier to Next Connex

The Carrier will confirm to Next Connex that the work is complete and will hand the service over to us to complete any network configuration required on our own network. We will inform you at this stage that we have the handover from the carrier and that the order is moving into the Next Connex installation phase.

Next Connex to Customer

We offer two options for installation, either self-install or an engineer visit. This will be detailed on your sales order.

If you have the self-install option, we will arrange delivery of a configured router as appropriate. This can be sent either directly to the service address or another UK address if required. The router will be shipped with the necessary instructions on how to connect it to your service and bring it in to operation. However, should you experience any problems, our support team is available to assist you.

All support contact details can be found on the installation instruction sheet.

Once the router is installed we will perform the relevant service configuration work on our network to complete the order.

If you have an engineer based install, we will arrange for one of our engineers to attend site with the appropriate hardware in order to bring your circuit into service. The hardware will already have been configured for your service so the engineer will only have to complete the final installation and tests.

Once we have successfully completed the installation and your service is fully operational as required on your original sales order we will provide you with a **Service Handover Certificate (SHC)**. The certificate will have the full details of the service we have delivered and the billing commencement date.

We ask that you return a signed copy of the **Service Handover Certificate** to us in order to accept the service and the billing commencement. Should you not return a signed certificate we will deem that the service has been accepted and handed over after 3 working days.