

**ANNEX TO ERG (08) 06 REPORT ON MONITORING OF APPLICATION OF ERG
COMMON POSITIONS: WHOLESALE BROADBAND ACCESS AND WHOLESALE LOCAL
ACCESS**

WHOLESALE BROADBAND ACCESS

SECTION A – DETAILS OF ADHERENCE TO THE COMMON POSITION		
OVERALL ADHERENCE TO THE CP		
Do you consider that your regulatory decisions in this area are consistent with the Common Position?	Yes fully	17
	Yes substantially	8
	Other	3
ASSURANCE OF ACCESS		
Is there reasonable certainty of ongoing access?	Yes - no formal obligation but access available commercially	0
	Yes - formal access obligation in place with safeguards place beyond the lifetime of the most recent Market review	13
	Yes for the moment - but no guarantees beyond the lifetime of the most recent Market Review	11
	No	2
	Other	1
Is access available for the following technology options?	ATM (Option 2 - ERG Bitstream Access Common Position)	
	Yes (National delivery points only)	1
	Yes (Regional delivery points only)	7
	No	2
	Other	3
	IP (Option 3 - ERG Bitstream Access Common Position)	
	Yes (National delivery points only)	4
	Yes (Regional delivery points only)	6
	No	1
	Other	2
	Ethernet	
	Yes (National delivery points only)	0
	Yes (Regional delivery points only)	4
	No	3
	Other	3

LEVEL PLAYING FIELD		
Is there a non-discrimination obligation in place?	Yes	24
	No	3
Is there explicit guidance to indicate to the market how the non-discrimination obligation will be interpreted in practice?	Yes - in the wording of the non-discrimination obligation itself	15
	Yes - in guidelines published separately	4
	No	6
Does the wording of the non-discrimination obligation prohibit specified forms of behaviour which are considered to be discriminatory?	Yes	12
	No	13
Are specific obligations in place concerning timeliness, fairness or reasonableness of provision of access?	Yes	18
	No	9
Are any other forms of non-discrimination obligation in place?	Yes - explicit obligation to ensure that services provided to SMP player's own business are identical to those provided to access seekers	20
	Yes - some other form of obligation	2
	No	5
AVOIDANCE OF UNFAIR FIRST MOVER ADVANTAGE		
Are there explicit obligations in place which prevent or delay the SMP player from offering a new or enhanced downstream service before a bitstream access service is available which would allow other providers to offer a competing service?	Yes	14
	No, but the problem is addressed in another way	6
	No	5
TRANSPARENCY OF TERMS AND CONDITIONS		
Has a reference offer been published for which the key elements have been specified or approved by the NRA?	Yes	21
	No, but action is under way to address this	3
	No, but action is under way to address this	2

REASONABLENESS OF TECHNICAL PARAMETERS OF ACCESS		
Are the technical parameters of access published?	Yes, as part of (or in parallel to) the RO	25
	No	2
Is there a process for the access seeker to obtain forms of access not covered by the existing reference offer?	Formal process defined for submission of reasonable requests	6
	No formal process - but access seeker can submit a dispute which could in principle result in a decision by the NRA that the form of access should be provided	19
	Other	2
FAIR AND COHERENT ACCESS PRICING		
Are there explicit controls in place to guarantee reasonable wholesale prices?	Yes - cost orientation required	10
	Yes - prices set by NRA	1
	Yes - retail minus in place	10
	Other	6
Are there explicit controls in place which guarantee coherence of the price of bitstream access with the price of ULL / shared access?	Yes - cost orientation required for all services	7
	Yes - margins scrutinised by NRA based on principles set out in Annex to ERG Common Positions on Remedies	6
	Yes - other technique	7
	No	7
Are there explicit controls in place which guarantee coherence of the price of bitstream access with the price of downstream services?	Yes - requirement in place to maintain comparable pricing structures for bitstream and downstream services	9
	Yes - other technique	10
	No	8
Are there implicit or explicit controls to prevent a downstream margin squeeze?	Yes - explicit control consistent with Annex to Remedies Common Position	8
	Yes - No explicit control - but NRA guidance consistent with the above mentioned	4
	No	7
	Other	8

REASONABLE QUALITY OF ACCESS PRODUCTS		
Is there reasonable assurance that access products will be of reasonable quality and that service levels comparable with that provided to SMP player's own business?	Yes - explicit obligations in place	24
	Other	0
	No	3
Does the SMP player offer different levels of service quality to permit different levels of service offer to end users?	Yes - published reference offer includes variants for levels of service	15
	No	8
	Other	4
Is there a process for access seeker to obtain different levels of service from those set out in Reference Offer?	Yes - specific process in place for consideration of reasonable requests	8
	Yes - no specific process, but NRA would consider a dispute submitted by access seeker	15
	No	4
Is an SLA in place?	Yes - terms specified or approved by NRA	13
	Yes - terms specified by SMP player	11
	No	3
Is the SMP player obliged to pay compensation for service below the level specified in the SLA?	Yes - terms of compensation specified or approved by NRA	11
	Yes - terms specified by SMP player	7
	No	9
Is there a requirement to publish key performance indicators relating to levels of service provided to third parties?	Yes - possible to compare service levels provided to own business with service levels provided to third parties	9
	Yes - but not possible to compare with service provided to own business	2
	No	16
ASSURANCE OF EFFICIENT AND CONVENIENT SWITCHING PROCESS		
Is a migration process in place which allows migration of end users without undue delay or break in service between different wholesale access providers using the same wholesale bitstream access product?	Yes - for all such products - terms specified or approved by NRA	9
	Yes - for all such products - terms specified or approved by SMP player	5
	No	13

Is a migration process in place which allows migration of end users without undue delay or break in service between different wholesale access products?	Yes, for all such products - terms specified or approved by NRA	12
	Yes, for all such products - terms specified or approved by SMP player	5
	No	10
Is there assurance of reasonable migration prices which do not deter acquisition of existing customers or climbing of the ladder of investment?	Yes - charges specified or approved by NRA	13
	Yes - commercially set charges are satisfactory in practice	2
	Other	11
ASSURANCE OF BACKHAUL		
Is there a guarantee of connectivity between the bitstream delivery point (e.g. ATM/Ethernet switch, IP BAS) and the handover point to the access seeker?	Yes - In practice, commercial services are readily available	8
	Yes - on regulated terms	16
	Other	3
Are there any restrictions on the location of the handover point?	Yes - but specified or approved by NRA	7
	Yes - as specified by SMP player	11
	Other	8
ASSURANCE OF PROVISION, CO-LOCATION AND OTHER ASSOCIATED FACILITIES, WHERE NECESSARY, AT DELIVERY POINTS		
Are arrangements for co-location and other associated facilities in place where necessary?	Yes - specified or approved by NRA	15
	Yes - as specified by SMP player	4
	No such need identified	6
	Other	2
Are the prices for co-location and other necessary associated facilities required to be cost-oriented?	Yes	18
	No	3
	No need for regulation of co-location and other associated facilities identified	5

SECTION B – ESTABLISHMENT AND MODIFICATION OF REFERENCE OFFERS		
Is there a process for allowing access seekers to propose amendments to a reference offer before formal publication?	Yes - before publication	2
	Yes - before and after publication	11
	Yes - after publication	5
	No	9
Does the NRA evaluate the RO and require amendments as necessary?	Yes - NRA approval is required	10
	No explicit approval required but NRA empowered to require subsequent amendments on own initiative	15
	Other	2
Is the NRA empowered to specify the contents of the Reference Offer?	Yes	25
	No	2
Can the RO be modified following a dispute or complaint?	Yes	25
	No	2
Are there any other circumstances (other than a Market Review) which can lead to modification of the RO?	Yes	20
	No	7

WHOLESALE LOCAL ACCESS

SECTION A: DETAILS OF ADHERENCE TO THE CP		
OVERALL ADHERENCE TO THE CP		
Do you consider that your regulatory decisions in this area are consistent with the Common Position?	Yes, fully	18
	Yes, substantially	9
	Other	4
Is there reasonable certainty of ongoing access?	Yes, no formal obligation but access available commercially	1
	Yes, formal access obligation in place with safeguards place beyond the lifetime of the most recent Market Review	16
	No	12
	Other	0
Does the SMP player impose any restrictions on the uses to which the unbundled loops or shared access can be put?	No	20
	Yes	9
LEVEL PLAYING FIELD		
Is there a non-discrimination obligation in place?	Yes	29
	No	0
Is there explicit guidance to indicate to the market how the non-discrimination obligation will be interpreted in practice?	Yes - in the wording of the non-discrimination obligation itself	18
	Yes - in guidelines published separately	5
	No	6
Does the wording of the non-discrimination obligation prohibit specified forms of behaviour which are considered to be discriminatory?	Yes	16
	No	13
Are specific obligations in place concerning timeliness, fairness or reasonableness of provision of access?	Yes	24
	No	5
Are any other forms of non-discrimination in place?	Yes - explicit obligation to ensure that services provided to SMP player's own business are identical to those provided to access seeker	20

	Yes - some other form of obligation	3
	No	6
TRANSPARENCY OF TERMS AND CONDITIONS		
Has a reference offer been published for which the key elements have been specified or approved by the NRA?	Yes	26
	No, but action is under way to address this	2
	No	1
REASONABLENESS OF TECHNICAL PARAMETERS OF ACCESS		
Are the technical parameters of access published?	Yes, as part of (or in parallel to) the RO	29
	No	0
Does the access seeker have a right to obtain reasonable forms of access (e.g. sub-loop bundling) not covered by the existing reference offer?	Formal process defined for submission of reasonable requests	5
	No formal process - but access seeker can submit a dispute which could in principle result in a decision by the NRA that the form of access should be provided	22
	Other	2
Is detailed site-level technical information (e.g. quality of access lines, availability of co-location space) readily available to prospective alternative network operators?		
	Yes	24
	No	5
Are rules designed to prevent mutual interference of signals been designed under the oversight of the NRA?	Yes - after consultation with alternative network operators	15
	Yes - no consultation	6
	No	8
FAIR AND COHERENT ACCESS PRICING		
Is there an explicit pricing obligation in place?	Yes - cost orientation required	21
	Yes - prices set by NRA	8
	Yes - minus retail price	0
	Other	0

Are there explicit controls in place which guarantee coherence of the price of access with the prices for other (broadband and narrowband) related services?	Yes - cost orientation required for all services	6
	Yes - margins scrutinised by NRA	10
	Yes - other technique	7
	No	6
How have NRA decisions in this area incentivised efficient investment in local access infrastructure?	Cost orientated prices, with cost of capital adjusted to reflect risks of new investment	20
	Retail minus prices	1
	Other	8
Is there clarity for market players on how a margin squeeze would be assessed in practice?	Yes - specific in SMP obligation	3
	Yes - NRA guidance published	6
	No	11
	Other	9
REASONABLE QUALITY OF ACCESS PRODUCTS		
Is there reasonable assurance that access products will be of reasonable quality and that service levels will be comparable with that provided to SMP player's own business?	Yes - explicit obligations in place	26
	No	0
	Other	3
Does SMP player offer different levels of service quality to permit different levels of service to end users?	Yes - published reference offer includes variants for levels of service	3
	No	7
	Other	9
Is there a process for access seekers to obtain different levels of service from those set in the Reference Offer?	Yes - access seekers may submit a reasonable request	16
	No	7
	Other	4
Is an SLA in place?	Yes - terms specified or approved by NRA	15
	Yes - terms specified by SMP player	10
	No	4
Is the SMP player obliged to pay compensation for service below the level specified in the SLA?	Yes - terms specified by SMP player	7
	Yes - terms of compensation specified of approved by NRA	15
	No	7

Is there a requirement to publish key performance indicators relating to levels of service provided to third parties?	Yes - possible to compare service levels provided to own business with service levels provided to third parties	10
	Yes - but not possible to compare with service provided to own business	1
	No	18
ASSURANCE OF EFFICIENT AND CONVENIENT SWITCHING PROCESS		
Is a migration process in place which allows migration of end users without undue delay or break in service between different wholesale access providers both using the same wholesale local access products (e.g. both using shared access)?	Yes, for all such products - terms specified or approved by NRA	9
	Yes, for all such products - terms specified by SMP player	6
	No	12
	In some cases	1
Is a migration process in place which allows migration of end users without undue delay or break in service between different wholesale access products (e.g. bitstream access to shared loop)?	Yes, for all such products - terms specified or approved by NRA	10
	Yes, for all such products - terms specified by SMP player	3
	No	12
	In some cases	4
Is there assurance of reasonable migration prices which do not deter acquisition of existing customers or climbing of the ladder of investment?		
	Yes - charges specified or approved by NRA	12
	Yes - commercially set charges are satisfactory in practice	2
	Other	14
ASSURANCE OF BACKHAUL		
Is there a guarantee of suitable connectivity between the MDF (or other appropriate point of delivery) and convenient regional network handover point to the access seeker?	Yes - on regulated terms	18
	Yes - in practice, commercial services are readily available	5
	Not necessary - feasible and practical for access-seekers to extend own infrastructure to the MDF	3
	Other	3

Are there any restrictions on the location of the handover point?	Yes - terms specified or approved by NRA	7
	Yes - terms specified by SMP player	9
	No	10
	Other	2
ASSURANCE OF PROVISION OF CO-LOCATION AND OTHER ASSOCIATED FACILITIES WHERE NECESSARY		
Are arrangements for co-location and other associated facilities in place where necessary?	Yes - specified or approved by NRA	21
	Yes - as specified by SMP player	7
	No such need identified	1
	Other	0
Are the prices for co-location and other necessary associated facilities required to be cost-oriented?	Yes	28
	No	1
SECTION B: ESTABLISHMENT AND MODIFICATION OF THE REFERENCE OFFER		
Is there a process for allowing access seekers to propose amendments to a reference offer before formal publication?	Yes - before publication	3
	Yes - before and after publication	12
	Yes - after publication	7
	No	7
Does the NRA evaluate the RO and require amendments as necessary?	Yes - NRA approval is required	13
	No explicit approval required but NRA empowered to require subsequent amendments on own initiative	16
	Other	0
Is the NRA empowered to specify the contents of the Reference Offer?	Yes	27
	No	2
Can the RO be modified following a dispute or complaint?	Yes	27
	No	2
Are there any other circumstances which can lead to modification of the RO?	Yes	22
	No	7