

Consultation about the draft decision on the approval of the reference offers of Brutélé/VOO for the access to the television offer and for the access to the broadband offer in the applicable regions.

Executive Summary

Before all, Orange Belgium welcomes that progress is made towards the finalization of the regulatory framework for wholesale access to the cable networks. Such update is urgently required in order to integrate the changes in the requirements imposed (broadband only, single installer) and to address the technical and operational lessons learned over the last years. Further improvements to the framework are obviously also required to manage and support a retail customer base of over 250.000 customers in an effective and efficient way. This requires adequate operational processes, automated systems, clearly defined interfaces and adequate SLAs.

Orange Belgium notes that the draft reference offer decisions identify rightly that in many areas the draft reference offer proposals issued by the cable network operators are, nearly 2 years after the related market analysis decisions, still lacking an important number of elements which are imposed by these market analysis decisions of June 2018.

Orange Belgium concurs with these findings. To ensure the wholesale provision of the proper B2B-inputs (in terms of technical service inputs, available profiles, B2B specific SLAs) is clearly a priority moving forward. SLAs in general (B2B and B2C), with proper thresholds and dissuasive penalties, are required urgently for all key processes to ensure that all customer related services are delivered smoothly and efficiently.

Also, as put forward in the draft decisions, the continued neglecting of the imposed obligations by the cable network operators (eg regarding the customer de-activation process, the possibility for wholesale resale, the smooth access to “own profiles”, ...) should indeed not be accepted and be corrected swiftly.

Regarding layer-2/layer 3 access, Orange Belgium flags the need for proper and profound technical consideration. The ease to replicate typical B2B services based on the wholesale inputs should guide further decisions regarding this topic. Replicability of these services in a cost-effective way should anyway be guaranteed.

Regarding the draft reference offer documents proposed by the cable network operators, next to the elements identified already by the regulators as being not acceptable and to be improved or deleted, we consider the claimed means by the cable network operators to suspend the provision of the services as not acceptable. And while Orange Belgium has requested to conclude a formal contract for the provision of the wholesale services in the past, the migration towards such contract should not deteriorate any conditions that have been installed absent a formal agreement.

Moving forward, we count on a swift decision that integrates Orange Belgium’s key concerns and requirements, and that ensures that alternative operators will be able to compete effectively in terms of QoS and service features. Obviously we remain available for any further clarification regarding our comments as needed.

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1. Introduction and general observations

Please find hereafter the comments of Orange Belgium in the context of the consultation regarding the draft decision on the reference offers of Brutélé/VOO for access to their network in the various regions.

These comments combine the comments on the reference offers for Brutélé and VOO across the various regions. The references to documents refer to the draft decision documents and the annexes as published by the BIPT for Brutélé (“B...”). For VOO, these documents refer to the documents published by the BIPT for access to the broadband offer and the elements in common for broadband and TV (“V...”), and to the documents published by the CSA for the elements specific for access to the TV wholesale offer (V-CSA...). References to specific paragraphs refer – unless specified otherwise - to the corresponding paragraph in the BIPT decision regarding Brutélé. For the sake of simplicity, the comments are submitted in English, but obviously a version in French or Dutch can be provided if so requested.

In general terms, Orange Belgium welcomes that progress is being made regarding the establishment of a clear framework in which the regulated wholesale cable access services will have to be provided. Nevertheless, we remind that nearly 2 years passed since the publication of the market analysis decisions and – assuming a regular market analysis decision process will apply as from now – it is likely that the decision will enter into force only by the end of the year.

Given this, and considering the finding of clear non-compliance of the regulated cable network operators with a number of the imposed obligations, we ask the regulators to take additional measures in parallel with the finalization of the decision on the reference offers to ensure that the wholesale inputs provided comply with the imposed obligations ASAP.

Given the wide scope and the technical nature of a number of the elements addressed in these comments, obviously Orange Belgium stays available and is willing to clarify and justify its comments and requirements further as needed.

Our main comments regarding the draft reference offer decisions and the documents put forward as draft reference offer proposal are the following:

- Orange Belgium agrees with a large number of the findings, observations and conclusions put forward in the draft decisions of the regulators. We count on a swift process regarding these decisions moving forward, while we also ask that not necessarily the end of the process is awaited for in order to address major areas of non-compliance (eg B2B related elements, inclusion of resale/wholesale, ...); the feedback on each element addressed in the draft decision is included in the next part of this document.
- Obviously we concur with the need for the delivery of adequate B2B-related service features and appropriate SLA-levels for these services ensuring full replicability of the cable operator’s own B2B-offers and QoS-levels.
- We insist on the need for proper SLAs with adequate definitions, thresholds and penalties for all key operational processes. To manage a customer base of over 250.000 customers [REDACTED], this requirement is essential for efficient service delivery.
- Orange Belgium questions some of the assumptions regarding the layer 2 versus layer 3 access requirement [REDACTED].

- While there are many detailed issues regarding the documents put forward as draft reference offer, we consider in essence that important service elements specifications are still missing. Furthermore, we consider that there are too many means claimed by the cable network operators to terminate the supply of the service, and we ask that in the migration towards a contract, no deterioration of existing practices is introduced.
- The need to avoid the introduction of unfair financial or operational conditions.

A number of these general comments are addressed in further detail below:

B2B related elements

While a certain degree of progress has been made since the market analysis decisions, Orange Belgium is forced to express its profound dissatisfaction about major elements – such as the possibility for resale of the access and improved specifications (eg SLAs for B2B services¹) - that are still missing in the draft reference offers today. The 6-month period provided for the development of an updated reference offer in the market analysis decisions of June 2018 should have exactly aimed at integrating these new requirements.

The need for effective SLAs and automated operational processes

With the growing customer base, the need for improved operational systems increases as well, for instance via access to the same operational systems and network data as those used by the cable network operators to ensure efficient and appropriate troubleshooting with regards to own end-user issues.

When addressing SLA-levels and operational processes, the “nominal market impact” of thresholds and measures should be taken into account [REDACTED] as well as the specific requirements that will apply for B2B customers.

Better processes are needed to manage groups of customers in an easy and efficient way. [REDACTED]

[REDACTED] Other similar processes may be required in the future and we recommend that the decisions integrate the need for and access to such means.

Missing service elements

There is a clear lack of specification/clarity on a number of functional and technical wholesale inputs, which should be defined upfront. Insufficient information is provided regarding the supplied service, e.g. the availability of bandwidth profiles, the bandwidth on the network available for supplementary services, the means by which the communication regarding newly invested area's is done³, etc... To provide clarity on such elements is a key requirement to ensure the transparency of the reference offer.

¹ While §2149 of the market analysis decision imposes the submission of a B2B SLA proposal by the cable-operators to the regulators within 3 months after the decision.

² [REDACTED]

³ i.e. area's where the cable network operators have made recent new investments and which are excluded for the provision of regulated wholesale access

[REDACTED]

Suspension / termination / stop supply of the service

In its documents the Brutélé and VOO put forward legal disclaimers, outdated references to ended appeal cases, a series of options to end the supply of the wholesale service if the alternative operator does not systematically and fully comply with all elements of the reference offer.

Orange Belgium considers that elements regarding service termination put forward should at all times be subject – at least - to validation by the competent regulators.

[REDACTED]

[REDACTED]

[REDACTED]

Supply of the services without a Contract

Several of the draft documents imply a move towards a “contract/agreement”.

[REDACTED]

[REDACTED]

⁴ Not all network related information should be considered automatically as confidential, especially not in the context of trouble shooting and problem solving.

The need to avoid unfair/unapproved financial conditions

The proposed draft reference offer documents include a number of (references to) charges that would be applied to the alternative operator for a number of services. The documents referred to have not been submitted during the consultation. [REDACTED]

The remainder of this document is structured in the following way :

- In the next part of the document, we address the topics included in the draft reference offer decision as such.
 - In the following part, further comments are provided regarding the various components of the draft reference offer, based on the documents that were part of the consultation.
- [REDACTED]

As a final note, Orange Belgium draws the attention of the regulators to the fact that the draft reference offers consist of an important number of documents. For this reason we suggest that towards next versions of the reference offer documents, the cable network operators are obliged to provide a version in track changes starting from the version submitted now for consultation, as well as a clean version such as resulting from the proposed changes. This will increase the transparency of the amendments proposed by the cable network operators and allow verifying and understanding the updated offers in a more efficient way.

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2. Comments regarding the draft reference offer decision.

Note : references in these comments refer to the document “Consultation du projet de décision du Conseil de l’IBPT du ... concernant l’approbation des offres de référence de Brutélé pour l’accès à l’offre de télévision dans la région bilingue Bruxelles-Capitale et pour l’accès à l’offre large bande”. Given that this document combines the “telecom” and “media” aspects, we considered that to take this document as base-document for the comments for all regions was the most efficient. Obviously, for draft reference offers limited to one service only a part of the comments that follow will not apply.

[REDACTED]

[REDACTED]

Chapter 5. Single installer and actions required from the alternative operator.

Orange Belgium agrees, in general, with the analysis and the conclusion put forward in the draft decision, and welcomes the clarification brought by the draft decision regarding this topic.

[REDACTED]

Chapter B6/V-CSA-6. Own channel

§45-54 : Orange Belgium agrees with the analysis and conclusions put forward. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

Chapter B7/V6. Deactivation

§60: Orange Belgium agrees with the analysis and conclusion put forward. This corresponds fully with the requirements of the underlying market analysis.

[Redacted]

Chapter B8/V7. Own profiles

§66-67: Orange Belgium agrees with the analysis put forward by the draft decision. There should be upfront clarity regarding the situation in which an own profile would be subject to a reasonable request process and the situations in which it will have to be implemented without such request.

[Redacted]

[Redacted]

Chapter B9/V8. Possibility for differentiation.

This chapter triggers a mix of comments, the technical elements are nuanced and require a careful positioning towards the future. Orange Belgium refers in this context also towards the more detailed assessment regarding BSOD in the context of the decision regarding the Telenet draft reference offer.

[Redacted]

[Redacted]

[Redacted text block]

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[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

⁵ [Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

In conclusion, while Orange Belgium would prefer to have a layer 2 access, the essential aspect will be if the current access will allow the alternative operators to replicate, implement, operate and maintain all required services in a cost-efficient and competitive way. If this is the case for all services in a non-discriminatory way, which we consider is not proven today, whether access is at layer 2 or 3 will not be a critical aspect.

Chapter B10/V9. SLA IT availability and general comment on SLA

As not all SLAs are part of the draft RO decision, for our comments regarding the SLA which are not part of the draft RO decision we refer to our comments on the SLA-document, further in this document.

Comments/notes applicable to all retained SLA

The following comments apply to the SLA/KPI in the draft RO decision and those put forward in the draft reference offer proposals of the cable network operators.

- As general comment regarding all retained SLAs and associated KPIs, the regulated cable network operator should provide for the recurring reporting with the results achieved in the context of the KPI/SLA as part of the reference offer and at no additional charges or costs. Obviously units and timings of such reporting must correspond with the specifications of the service levels to be achieved.
- For each SLA and corresponding threshold, an adequate penalty should be defined to ensure that misses, and especially repetitive misses of the SLA levels, do not occur due to negligence.
- For indicators (SLA, KPI) for which there are comparable indicators at retail and at wholesale level (cf the reporting to be done on a regular basis for QOS indicators for electronic communication services), the definitions between retail and wholesale should be aligned as much as possible. This will help to allow to gradually adapt the SLA-levels in line with what was realized at retail level.
- Whenever possible, a SLA-level at 99% should also be added. This to avoid that the more difficult cases never get solved or treated. For the remainder 1%, the exception flow requirement should apply to ensure that, in the end, all cases get effectively addressed

Comment regarding to SLA IT availability

§95-96: Orange requested to have an SLA for availability of Service (AVA) and Quality of Service Run (QSR) measured according to industry standard formulas.

No proposal for this was issued.

Orange Belgium agrees with the analysis and conclusions of the draft RO decision that put forward that as well an SLA for IT-availability as for maximum response timers must be provided.

For more details regarding Orange Belgium’s expectations in this context, we refer to the comments on the SLA documents, further in this document.

Chapter B11/V10. SLA PRO

[Redacted]

Needless to say, Orange Belgium concurs with the draft RO decision and analysis that Brutélé/VOO must propose a compliant SLA. Such SLA should include network related issues (repair, ...) and be independent of the order type (single installer / single visit).

[Redacted]

Further comments regarding SLA PRO are integrated in the comments on the SLA-document in the next section of this document.

Chapter B12/V11. SLA Interconnection

Orange Belgium notes the draft RO decision proposal to impose a SLA on the interconnection. [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Chapter B13/V12. SLA Repair and SLA installation and their application

Orange Belgium takes note of the analysis and the conclusion.

Regarding the SLA Repair.

Orange Belgium takes note of the analysis and the conclusion. It is correct that the move from “single visit” towards “single installer”, in the vast majority of the cases, implies that a number of aspects of the repair SLA are to be re-addressed.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

We remind that the previous BIPT decision put forward the following timers :

Objectives	Resolution time for service interruption for one customer	Resolution time for service degradation for one customer
80 %	8WH*138	2WD*
90%	16WH*	3WD*
95 %	2WD*	4WD*
99%	4WD*	8WD*

[Redacted content]

Finally, regarding the conclusions, we also suggest to include explicitly the obligation to provide an ‘exception process (§215), which is analysed but not imposed as conclusion.

Regarding the SLA installation (§119-§131).

Orange Belgium welcomes the analysis and proposal from the regulators. Obviously we remain available for further comments and explanation regarding our proposal, if needed. We repeat anyway that the “historic” timers , with a first threshold set after 3 weeks, are not acceptable.

Regarding the conclusions, we also suggest to include the obligation to provide an ‘exception process’ (§129), which is analysed but not imposed as conclusion.

Chapter 14. Other elements in the reference offer

§142. Annex1. Main Body – contractual aspects. Orange Belgium fully agrees with the proposed requirement. Note that other reference offers contain similar overlapping parts which should be addressed.

§142. Annex 1. Main Body - §266 : Orange Belgium fully agrees with this conclusion. Such information should not have to be provided.

§142. Annexe 2. Aspects Techniques et opérationnels – FUP : obviously these rules must be added.

§142. Annexe 2. Aspects Techniques et opérationnels – capacity interconnect : Orange Belgium agrees with the conclusion.

§142. Annexe 4. Point IC and colocation : Orange Belgium fully agrees with the conclusion, which should not be limited to the technical requirements but also include (regulatory approved) financial conditions.

§142. Annexe 5. General conditions – 1 month info : Obviously this clause is not compliant with the market analysis decisions and must be adapted accordingly.

§142. Annexe 6. Plan d’Implémentation et de tests: 2 environments to be provided: further clarification regarding this element is indeed welcome.

§142. Annexe 8 Colocation – appendice SLA – timers “same as for Brutélé” : Orange Belgium agrees with the analysis and the conclusion put forward regarding this in the draft RO decision.

§142. Annexe 8 Colocation – appendice SLA – compensation: Orange Belgium agrees with the analysis and the conclusion put forward in the draft RO decision.

Note that some of the information that certain documents refer to is missing (eg SLA Mean Time to Response & to Repair in § 4.1.3.2.1 and others chapters of doc. CoM_AppendixVI_SLA_Brutélé.pdf).

Elements to be included in the reference offers.

The draft reference offer decisions do not address a number of requirements regarding services that should clearly be provided by the cable network operators in the context of non-discrimination, B2B services, and efficient solutions. Orange Belgium requests that these elements are integrated in an explicit way in the reference offer decisions so that later discussion regarding the need to provide these services is avoided.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

3. Comments regarding elements contained in the draft reference offer documents

In this 2nd major part of our comments we refer to the various documents that Brutélé/VOO has submitted as draft reference offer. A number of comments put forward correspond with elements put forward in the draft decision (where this is the case this is typically mentioned).

The sequence in which these comments are provided follows the sequence of the documents in the package published on the BIPT website. By document, the comments are listed in the sequence of the document. The sequence of the comments is therefore by no means related to their importance.

Note that the documents put forward by Brutélé and VOO are not the “fully complete” reference offer. Obviously the comments put forward by Orange Belgium relate only to the documents shared for public consultation (so elements such as the “binder project” are out of scope and not addressed here).

We flag that a number of comments below are “minor” in nature, mostly driven by the need to avoid discussion / ambiguity in the future. This is particularly the case regarding aspects that diverge between the “single visit” and the “single installer” type of scenario. Orange Belgium considers that the readability and transparency of the reference offer would improve by separating out the 2 use cases in a more systematic way and suggest recommending adaptations to this end.

BRUTELE document : OR Brutélé 3.2 1 Main body, version 3.2

These comments equally apply to VOO document : OR_VOO SA_3.2_1_Main body, version 3.2

Offre de Référence de Brutélé/VOO pour le Service d’Accès à la Plateforme de Télévision Numérique et l’Offre d’Accès de gros à un débit binaire. ‘ - Main body.

For the sake of clarity, as a general comment, it is clear that a number of clauses were addressed by the draft RO decision. Orange Belgium does not repeat systematically the comments it would have had regarding the elements included in the draft reference offer documents that are not in line with the future regulatory decision.

§3 and §12 Orange Belgium considers that any references to ‘aux Décisions du 3 septembre 2013’ should be deleted.

§4 This § regarding the reference to the contestation of the decisions before the Court of Appeal should be deleted, or it should be completed with the outcome of the appeal.

§33 The definition for end-user does not allow B2B customers (as it is limited to 4 connections) and should be adapted to allow B2B use.

§39 Orange Belgium suggests to delete this at the end as from : « et permettant au Bénéficiaire de fournir en son propre nom et pour son propre compte un service de télévision.’ ». This is not relevant in this definition (it is already clear from the market analysis decisions)

§45 : The definition could be read to exclude wholesale/resale.

§49. Contract : we remind that until now no contract between Orange Belgium and Brutélé/VOO was agreed for the supply of the regulated services. [REDACTED]

§53 It is correct that the Beneficiary manages the disputes which relate to its own offers and contracts with its end-users. However, Orange Belgium doesn't agree to bear solely the consequences of the disputes of its customers regarding the failure or malfunction of the network or in the event of persistent bad network quality.

Orange Belgium proposes to modify this as follows : 'Le Bénéficiaire gère les litiges (notamment en cas d'action de groupe) qui portent sur ses offres. ~~que celles-ci soient basées en tout ou partie sur les Services ou non.~~ Brutélé/VOO will cooperate with the Beneficiary in end-user disputes regarding the failure or malfunction of the network as well as bad network quality.'

§56 "à des Clients Finals" should be deleted from this paragraph in view of the resale/wholesale possibility.

§66 Orange Belgium considers that, in the other way around, Brutélé should also inform the alternative operators in case of risks induced by incidents on its side.

§71 delete "au Client Final" to address the resale/wholesale situation subject to the definitions.

§73 We refer to the draft RO decision with respect to the "own channel".

§75 This clause will be adapted following point 54.1 of the draft decision on the reference offer. However, Brutélé/VOO must guarantee that the date it puts forward regarding as from when the alternative operator may communicate about the change is sufficiently long in advance of the minimum time required for the alternative operator to fulfill its legal obligations in the context of communication to the end-users. [REDACTED]

§79/80 : analog channels : we refer to our general side note regarding analog channels in the previous section of this document.

§114 : Own profile : this element must be adapted based on the draft RO decision.

§117 : Orange Belgium considers that this clause implies an undue constraint on the offer of the alternative operators. It is the cable network operator who should adapt its network to the evolution of the demand of the services that are provided over the network. The cable network operator should not impose constraints on the "équilibre des types de profils".

§126 & 131 Subject to the evolution of the IP-intercept related requirements for IP traffic and for telephony, it may not be excluded that such requirements imply the need for the cable network operator to cooperate with the alternative operator to supply the services required. It would be reasonable to foresee that in such situations the most cost-efficient solution- with proper compensation for the various parties involved – will be developed.

§127 (also §252): Orange Belgium requests that the conditions that are referred to in this paragraph are clearly defined (eg by a separate annex).

§128. The acceptance test conditions must be defined on beforehand in a transparent, stable, and industry-standard way.

Regarding chapter 3-Aspects contractuels - §138 till §213 :

The draft RO decisions imply that this part **should be deleted** from the Main body to eliminate the overlap with the general terms and conditions (see extract of point 142 of RO hereunder). By consequence, we assume that possibly important changes will be made to the current draft general terms and conditions. **Orange Belgium obviously wants to be able to comment on the revised General Terms and Conditions** that will be proposed by Brutélé/VOO in order to comply with this requirement.

Sectie referentieaanbod	Analyse BIPT	Conclusie BIPT
Annex 1. Main Body 3. « Aspects contractuels »	Het Main Body document van het referentieaanbod bevat een uitgebreide sectie "aspects contractuels" dat onderwerpen zoals rechten en plichten van beide partijen en contractuele onderdelen zoals onderhandeling, aanpassing, stopzetting etc. behandelt. Er bestaat echter eveneens een specifieke bijlage "conditions générales" die ook al deze aspecten behandelt, maar in meer detail. Deze aspecten worden dus twee keer behandeld in het referentieaanbod. Dit is niet aangeraden aangezien dit later omwille van aanpassingen kan leiden tot inconsistenties tussen de twee versies, waarbij één versie wel is aangepast en de andere niet. Hierdoor kan discussie ontstaan over welke vorm van toepassing is. Met andere woorden, deze dubbele vermelding maakt het referentieaanbod minder transparant ⁶⁵ .	Brutélé zal het hoofdstuk 3. Aspects contractuels verwijderen uit het onderdeel "Main Body".

We remind again that today Orange Belgium does not have a signed contract with Brutélé/VOO,

The absence of further comments regarding the part that is to be deleted does definitely not imply that Orange Belgium agrees with the elements put forward.

4 Aspects opérationnels

§215-§220. The requirements regarding "authorisations" for end-user connections are defined in specific, symmetric, regulatory requirements (eg easy-switch). Such unilaterally imposed obligations by the cable operator cannot be part of a wholesale reference offer and must be deleted. We refer to similar comments regarding the "LoA" element in the Telenet draft reference offer.

§225. As an illustration of the more general comment regarding the option to split the « Single Visit » and « Single Installer » modes of working : Orange Belgium suggests to amend as follows : L'activation d'un nouveau Client Final d'un Bénéficiaire et la fermeture du service de télévision requièrent l'installation sur site avec une prestation au niveau de la connexion au réseau, à savoir principalement **mais pas systématiquement** au coupleur, et ensuite l'activation du service dans les systèmes.

§226. We refer to the draft RO decision regarding the various elements that are required in the context of these services. It is also another example of the possibility to simplify the documents by separating the 2 key scenarios : in line with this Orange Belgium suggests to amend as follows : **Lorsqu'elle est nécessaire et effectuée, l'activité La prestation** au niveau du coupleur comprend entre autres les tâches suivantes : le repérage de la ligne, le branchement éventuel au réseau, la mesure des niveaux au coupleur, le remplacement éventuel d'un connecteur, le placement ou l'enlèvement éventuel de filtres, photo du coupleur, l'installation éventuelle d'un dérivateur, l'évaluation de l'état du câble de raccordement au départ du réseau et des fixations, le placement d'un repère d'identification de la ligne **s'il n'est pas déjà présent**, état des lieux de l'installation, et l'encodage des informations dans les systèmes de BRUTELE. **Certaines des tâches précédemment citées ne sont pas nécessaires pour l'activation-même du service de l'utilisateur final du Bénéficiaire, mais sont des besoins internes propres à Brutélé.** Le coupleur pouvant se trouver dans les parties communes de l'immeuble du Client Final, l'intervention ne pourra se faire que si le technicien a obtenu l'accès par le Client Final. »

[Redacted]

§239 De-activation : we refer to the related element of the draft RO decision.

[Redacted]

§247. "Colson" : we refer to the draft RO decision and consider that this paragraph may in no way be used to impose the use of the "system" upon alternative operators.

§252. Orange Belgium requests that Brutélé/VOO informs the alternative operator if possible on beforehand, [Redacted]

§266 Another case of « mixing up » single-visit and single installer scenarios : Orange Belgium suggests to amend as follows : Si lors de l'analyse ou de la résolution d'une panne identifiée dans un « Trouble Ticket », BRUTÉLÉ observe que le problème ne se situe pas sur le Réseau de BRUTÉLÉ mais provient d'une cause non liée à BRUTÉLÉ, par exemple une panne ~~au niveau du câble de raccordement (drop cable) ou~~ au niveau de l'Installation Intérieure, ou d'une interférence technique dépendante d'une tierce partie, le « Trouble ticket » est considéré comme étant un signalement erroné d'une panne et le coût des travaux réalisés sera facturé au Bénéficiaire sur la base des tarifs en annexe. Dans les meilleurs

délais, le Bénéficiaire informera par écrit BRUTÉLÉ des mesures prises pour résoudre la panne, du fait que la panne ne ressort pas de la responsabilité de BRUTÉLÉ. ~~La copie du document adressé au Client Final sera communiquée à BRUTÉLÉ~~

We refer also to the draft RO decision regarding this element.

The modifications suggested are based on the fact that the cable operator's responsibility is up to the demarcation point, in particular considering that the drop cable has been installed by the cable operator. The deletion of the last sentence is to avoid that an irrelevant cost-generating obligation, which relates to the alternative operator's own customer relationship management decisions, would apply.

§267 Orange Belgium suggests to reword as follows : « La gestion, la maintenance et la réparation du Réseau de BRUTÉLÉ nécessitent parfois des travaux qui provoquent une interruption de service pour certains clients. Dans le cas d'interruptions de service planifiées de durée qui nécessite d'informer le client, à condition que celles-ci aient été planifiées suffisamment à l'avance par BRUTÉLÉ, BRUTÉLÉ informera le Bénéficiaire au minimum 48 heures à l'avance. En général, les interruptions et maintenances programmées sont notifiées 3 semaines à l'avance, à moins qu'elles ne soient pas connues par Brutélé/VOO à ce moment-là. Des interruptions du service pour des travaux planifiés et annoncés par BRUTÉLÉ au Bénéficiaire ne peuvent pas être considérées comme une panne et tout signalement de panne introduit par le Bénéficiaire dans un cas pareil sera traité par BRUTÉLÉ comme un signalement erroné de panne. ».

The 48 hours notice period leaves very little time to inform the end-users (eg if the information is given on Friday for entry into force on Monday. The 3 weeks normal timing allows a normal, standardized approach to inform the customers timely [REDACTED]

§270. Orange Belgium suggests to reword as follows : « Dans le cas où le Bénéficiaire identifie une panne dans le système de communication informatisé de traitement des commandes, le Bénéficiaire doit créer dans les meilleurs délais via le système de communication informatisé ou par e-mail un « Trouble Ticket » chez BRUTÉLÉ, dans lequel, le Bénéficiaire spécifiera le mieux possible, tous les aspects et conditions liés au problème. A partir de ce moment, BRUTÉLÉ analysera le problème et, le cas échéant, initiera les actions pour résoudre le problème identifié dans le « Trouble Ticket ».

In case there are problems with the specific electronic communication systems, an e-mail with confirmation of receipt should be an accepted alternative as warning of the issue.

§279. Orange Belgium suggests to reword as follows : « Pour les autres situations pour lesquelles le Bénéficiaire contacte le NOC et qui sont causés par un problème chez BRUTÉLÉ, BRUTÉLÉ s'engagera pour une date de « réparation » qui sera fonction de la situation spécifique. Ces engagements sont repris en annexe. Dans ces cas, la procédure d' "escalation " peut être initiée. »

BRUTELE document : OR Brutélé 2 Aspects tech et op

These comments equally apply to VOO document : OR_VOO SA_3.2_1_Main body, version 3.2

Offre de Référence de Brutélé/VOO pour le Service d'Accès à la Plateforme de Télévision Numérique et l'Offre d'Accès de gros à un débit binaire. ' – Aspects techniques & opérationnels.

§10 : we refer to the draft RO decision regarding "own profiles".

§13 : we refer to our comments on the same requirement in the “main body” document. If the needs of the users of the network change, the cable network operator should adapt its network to meet these needs. There should not be constraints imposed on the alternative operator’s offers.

§18 : we refer to the lack of these specifications up to today, and the draft RO decision regarding this element.

§19-20 : we refer to the draft RO decision regarding the forecasting of the demand, and the cooperation that is required regarding the interconnect capacity requirements.

§49 : we refer to similar but not identical conditions in the main body document.

§69 : with respect to the forecasting, it should be clear that – similarly to the related elements in the draft RO decision for Telenet, the SLA should still apply for the volumes that are within the forecast.

Section 6. Installer certification.

NOTE : these comments address Brutélé and VOO’s conditions for this element. We note that the VOO updated document used as basis for these comments – OR_3_2_VOO S A_2_S A_Aspects tech et op_Certif OLO_08042020 - is not identical to the Brutélé document.

When comments are specific to either Brutélé or VOO, this is indicated in the below (B = reference to § for Brutélé, V = reference to § for VOO) where relevant.

§74. Orange Belgium considers that the certification should not, “automatically” be for a limited period only.

§76 : To avoid any misunderstanding, it should be clear that the equipment that is normally part of the equipment set of an installer should be brought by the installer, but that the installations on which the certifications take place (eg a pole) are the responsibility of the certifying organization.

§77: The requirement to communicate the names of the participants 2 weeks in advance is excessive.

Furthermore, the planning to be provided for certifications should be considered as indicative only.

B §79. Orange Belgium assumes this is not referring to “formations” but rather “certifications”.

V §78. “la demande sera analysée” : the reference offer is not clear how long the « analysis of the request” will take and how the subsequent steps will evolve. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

V §83 While such respect for the security rules is in all parties interests, such rules should be simple, clear, transparent and reasonable. If any a-typical security measures would apply, these must be communicated on beforehand.

B §82, V §85 : Orange Belgium considers that, while the content can be changed without upfront notification, changes to the certification method should be communicated on beforehand.

B §83, V § 86. Orange Belgium considers that in case the level to pass the certification changes, this should be duly explained and justified on beforehand. Obviously, such change should equally apply to all installers, including those of the SMP cable network operator itself.

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

BRUTELE document OR 3.2 Brutélé 3 Niveaux de SLA

These comments equally apply to VOO document : OR_3.2_VOO S.A_3_Niveaux de SLA

Offre de Référence de Brutélé/VOO pour le Service d’Accès à la Plateforme de Télévision Numérique et l’Offre d’Accès de gros à un débit binaire. ‘ –Niveaux de Service Level Agreement (SLA)

Section 1.2. Niveau de SLA “validation de commande” / Timer for the validation of an order.

The SLA for order validation was already defined in the initial reference offer decisions. The thresholds defined were at 50, 95 and 99% of the orders.

[Redacted]

[Redacted]

|
|
|
|

[Redacted]

[Redacted]

SLA for B2B services

We refer to the Orange Position paper regarding SLAs and B2B services regarding certain requirements on the ratio download/upload and regarding the volumes that can be included in B2B profiles, which typically are all unlimited (and for some no FUP is defined).

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Missing SLA for IT availability.

As identified in the draft RO decision, SLAs regarding the IT dimension are lacking. SLA's for IT availability and for maximum response times will have to be provided by the cable network operators.

Below are Orange Belgium's assessment and requirements in this context.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]				
[Redacted]	[Redacted]				
[Redacted]	[Redacted]				

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]				

[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BRUTELE document OR 3.2 Brutélé 5 Conditions générales

These comments equally apply to VOO document : OR_3.2_VOO S.A_5_Conditions Générales

Offre de Référence de Brutélé/VOO pour le Service d'Accès à la Plateforme de Télévision Numérique et l'Offre d'Accès de gros à un débit binaire. ' – Conditions Générales

Definitions : Utilisateur final : Orange Belgium considers that this definition should be clarified to include also the end-user of a wholesale/resale customer of a Beneficiary.

§7.1 (and other) : end of the service and refusal to provide as service : Orange Belgium reminds that, until today, no contract was signed between Orange Belgium and VOO/Brutélé.

§8. We refer to the comments regarding §7. In all cases, 5 working days notice is far too long for a suspension based on §7.2 and 7.4. The end of the clause refers to the need for a Contract (cf “no contract”).

§9 We refer to our earlier comments regarding the absence of a contract today.

§11, 19, 20 : See general comment regarding “resale/wholesale”.

§24 The proposed timelines leave the alternative operator with insufficient time to prepare correctly the foreseen changes. Orange Belgium considers it should be adapted as follows:

Pour toute modification susceptible d'exercer un impact significatif sur le système (nouveaux types de messages ou nouveau processus d'échange), le Bénéficiaire est averti au moins **12** mois à l'avance au moyen d'une description détaillée de l'impact et d'une structure de la documentation.

Brutélé/VOO SA fournit une description détaillée de l'impact et la documentation **au moins 6** mois avant le début des modifications.

Pour des modifications plus restreintes, le Bénéficiaire est averti au moins **6** mois à l'avance au moyen d'une description détaillée de l'impact et d'une structure de la documentation.

Pour des modifications relevant mais sans impact ou avec un impact très limité sur le Bénéficiaire, le Bénéficiaire est averti au moins 3 mois à l'avance au moyen d'une description détaillée de l'impact et de la documentation.

§25

[Redacted text block]

6.1.1. Payment and payment terms.

We refer to the comments above, regarding the absence of a contract on one hand, and the established business practices between VOO/Brutélé and Orange Belgium on the other hand.

[Redacted text block]

6.1.2. Litiges

In general, we suggest to include the possibility to submit litigations also to the regulators, as put forward in §113.

Bad debt customers

[Redacted]

Service suspension

§64. Service suspension : see also the general comment regarding suspension. [Redacted]

§86. In case the service is suspended, it is not up to the cable network operator to impose a communication approach on the alternative operators. [Redacted]

[Redacted]

§91. The same applies as for §86. By consequence, the clause should be deleted.

§114 : We refer to the general comment regarding “no contract”.

§115 : We refer to the general comment regarding “no contract”. [Redacted]

BRUTELE document OR 3.2 Brutélé 6 Plan implementation

These comments equally apply to VOO document : OR_3.2_VOO S.A_6_Plan implementation

Offre de Référence de Brutélé/VOO pour le Service d’Accès à la Plateforme de Télévision Numérique et l’Offre d’Accès de gros à un débit binaire. ‘ – Plan d’implémentation et de tests

Taking into account that Orange Belgium developed the currently active wholesale solution in cooperation with Brutélé/VOO, these documents are considered to not apply for Orange Belgium anymore.

By consequence, Orange Belgium has no further comments regarding these documents.

With respect to future major changes, as per §204 of the main body document, the test & implementation plan is to be elaborated jointly between the cable network operator and the alternative operator.

BRUTELE set of documents OR 3.2 Brutélé 8 colocation

These comments equally apply to the VOO set of documents : OR_3.2_VOO S.A_8_colocation.

Before all, we refer to the general comment regarding the absence of a contract for these services between Orange Belgium and Brutélé/VOO today. [Redacted]

[Redacted]

[REDACTED]

Regarding chapter 4 Points d'interconnexion Colocation « co-mingling ».

Obviously the charges mentioned in §21 should be adapted to the decisions regarding the wholesale charges that will apply for this service.

[REDACTED]

[REDACTED]

Regarding “Co-mingling – Appendix I – General terms and conditions

We refer to the above comment regarding “no contract”.

§40, §48, §135. We suggest that this charge, and all other prices put forward in the various documents, are defined in a fully separate annex which becomes part of the reference offer only after approval by the regulators.

[REDACTED]

Regarding Termination (§86-93)

Orange Belgium considers that the current termination conditions leave too much room for Brutélé/VOO to adapt the conditions. Given the possibility of future “network consolidation” scenarios, it is important to ensure that such consolidation does not happen to the detriment of the alternative operators using the regulated wholesale access.

[REDACTED]

[Redacted text block]

Regarding “Co-mingling –Appendix V – Colocation price list”

Orange Belgium repeats its comment that all charges should be approved by the regulators.

[Redacted text block]

Voo unitary costs			
Frais de devis	224.87 €		
Cabling in buidling	sur devis		
Battery hosting	sur devis	????	
Rack provided by Voo:	unknown price		
Power per 230VAC per ampere	249.34 €		
HVAC per 230VAC per Ampere	662.61 €		
Admin costs	3 083.67 €		
Recurring costs (we suppose yearly ?)			
Footprint (min 2m2)	409.96 €		
Power per 230VAC per ampere	340.80 €	(we suppose yearly)	
Power per 230VAC per kWh	0.1664 €		
HVAC extra cost on power	30%		
Admin costs	15.00 €		
SIMULATION 1 rack + 2kW + cooling			
Rack standard 42U:	1		
Power needs (230V AC) - Watts	2000	8.7 A	
HVAC	TRUE		
Setup costs	11 239 €	without rack, cabling & battery hosting	
Frais de devis	225 €		
Power per 230VAC per ampere	2 168 €		
HVAC per 230VAC per Ampere	5 762 €		
Admin costs	3 084 €		
Yearly costs	8 067.41 €	672.28 €	monthly
Footprint (mon 2m2)	409.96 €		
Power per 230VAC per ampere	2 963.48 €		
Power per 230VAC per kWh	2 915.33 €		
HVAC extra cost on power	1 763.64 €		
Admin costs	15.00 €		

Regarding “Co-mingling – Appendix VI – Service Level Agreement”

§59 : For planned power outages, Brutélé/VOO should ensure that the alternative operator is informed upfront. “Brutélé/VOO will do its best to send an e-mail” is simply not good enough.

4.1.3.2.1 : “Same as for BRUTELE/VOO” is simply not good enough as SLA in case of – especially service affecting - power related issues. Also a penalty should be provided for these situations. We also refer to our more general comment on compensations in the case of interconnect downtime with end-user impact.

The same goes for §62, regarding HVAC service outages. In case of service affecting issues, the proposal is not acceptable in its current form.

[REDACTED]

Annex 8 Colocation SLA (repair timers and compensation calculation)

- Offre de Référence_Appendice documents fonctionnels_Annexe PO-05
 - o Excel file is missing

OR_Brutélé_documents fonctionnels_Annexe_PO-03_Mise à jour du plan de se....pdf

- Delays of notification cannot be left empty. [REDACTED]

OR_Brutélé_documents fonctionnels_Annexe_SV-03_Fréquences de base par C....pdf

- This document should be updated and shared with the alternative operator [REDACTED]