

Consultation about the draft decision on the approval of the reference offers of Telenet for the access to the television offer and for the access to the broadband offer in the 3 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.

Unlike the finding of the regulators, Orange Belgium considers that currently anticipated technological evolutions should drive a reconsideration regarding the “BSOD/L2VPN” topic. Regarding layer-2/layer 3 access, 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 multiple claimed means by the cable network operators to suspend the provision of the services as simply 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 Telenet for access to its network in the various regions.

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. This applies especially for the more technical elements, or elements that we consider to be missing in the current draft documents.

Our main comments regarding the draft reference offer decisions¹ 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 continues to consider that the mandatory use of "BSOD" induces discriminatory constraints on its offer, and to bring further clarification regarding this element as well as regarding the layer 2 versus layer 3 access requirement.
- 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.

¹ In our comments we refer to the draft decision published by the BIPT, and the Telenet reference offer documents also published on the website of the BIPT. Obviously all comments apply in the same way to the related parts of the draft decisions put forward by the CSA and VRM.

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 services²) - 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.

The draft decision to introduce “batch-eligibility” requests is a good example of an operational improvement in this context. But next to this specific case, 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.

² 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.

³ [redacted]

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. The draft decision addresses this element explicitly for the availability of the channels, but the same concern, i.e. insufficient information that is provided regarding the supplied service, applies to 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 done⁴, etc... To provide clarity on such elements is a key requirement to ensure the transparency of the reference offer.

Suspension / termination / stop supply of the service

In its documents Telenet puts forward many legal disclaimers, outdated references to ended appeal cases, unilateral possibilities to make changes to the reference offer, 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.

These elements are present in many documents. Orange Belgium considers that the elements put forward should at all times be subject – at least - to validation by the competent regulators. With respect to references to the appeal, as this is ended, the reference should be dropped.



⁴ 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

Supply of the services without a Contract

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



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.



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. Regarding this part, we are forced to conclude that the set of documents put forward still contains a lot of uncertainties, contradictions, and non-acceptable conditions. Furthermore, the documents, in general, seem to focus as much on imposing obligations and requirements on the alternative operators as they contain clear definitions and descriptions of the services that will be provided by Telenet in order to comply with its regulatory obligations.

As a final note, Orange Belgium draws the attention of the regulators to the fact that the draft reference offer of Telenet consists of a huge set of documents which create a framework that is not transparent and not clear. The documents contain diverging definitions and diverging statements. As there is no

clear order with respect to the validity of the various documents in case of contradictions, this is not acceptable. Orange Belgium illustrates a number of such cases in its comments and counts on it that the needed amendments will be made. It is important that measures to address any ambiguous situations can be quickly and properly taken, eg by building on the elements put forward in §28 of the draft decision.

For this reason we also 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.

2. Comments regarding the draft reference offer decision.

Note : references in these comments refer to the document “Raadpleging van het ontwerpbesluit van de Raad van het BIPT van ... betreffende de goedkeuring van de referentieaanbiedingen van Telenet voor toegang tot het televisieaanbod in het tweetalig gebied Brussel Hoofdstad en voor toegang tot het breedbandaanbod”. Given that this document combines the “telecom” and “media” aspects, we considered that to take this document as based 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.



Chapter 5. Resale/transfer of the agreement and limitations regarding non-residential services.

“Doorverkoop/overdracht overeenkomst en beperkingen ten aanzien van niet-particuliere diensten”

Orange Belgium concurs with the analysis put forward as well as the conclusions (§50-53).

§50. We note that, as resale/transfer should be integrated in the reference offer, a number of definitions / clauses will or may have to be adapted to become in line with this definition (eg “end-user”). We provide examples of these in the detailed comments on the various reference offer documents. We ask that the option for resale/transfer is explicitly integrated in the final reference offer.



§53. We agree with the obligation. [REDACTED]

Chapter 6. Own channel

§54-64 : Orange Belgium agrees with the analysis and conclusions put forward. [REDACTED]

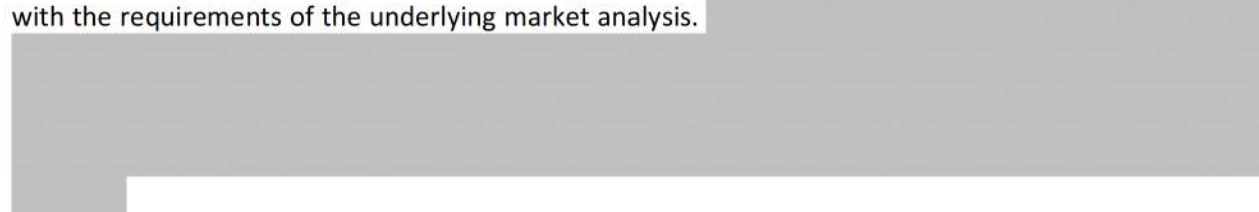
Chapter 7. Interconnect limitations

§65-71. Orange Belgium agrees with the conclusions and requirements put forward by the regulator. We've made the differences in "typical customer usage" already clear in other replies to consultations (eg the consultation on the monthly rental charges), and fully support that no traffic limitations should be imposed based on the characteristics of the retail customers of the SMP-operator. This is even a fortiori the case in the context of the new wholesale charges decisions which impose additional charges in function of the traffic in peak time.

Note that independently but related to this, a concern remains regarding the traffic associated with certain media services that may be either provided via the broadband offer, either via other means. In this context, Orange Belgium suggests to keep the options open regarding the evolution of the reference offers to support “cloud-based pvr” and to ensure that such services are not leading to a discriminatory treatment between the SMP-operator and alternative operators.


Chapter 8. Deactivation

§72-77: Orange Belgium agrees with the analysis and conclusion put forward. This corresponds fully with the requirements of the underlying market analysis.



Chapter 9. Decoder & modem

§78-84: While Orange Belgium agrees to some degree with the analysis, we consider that the conclusion may not be far reaching enough.



Chapter 10. Business Services over DOCSIS (BSoD)

As evidenced by the recurring nature of the “L2VPN-BSOD” topic, this is a highly controversial and complex technical matter.

After more than 4 years commercial use of the service, it is clear that the practical application of a “non BSOD” VRF solution, i.e. the solution as used on the Brutélé and VOO networks, has not led to any issues associated with this approach, nor for the cable network operator, nor for the alternative operator.



mandated

use of the BSOD solution should be discarded.



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Chapter 11. Own profiles

§110-117: Orange Belgium agrees with the analysis put forward by the draft decision. [Redacted text block]

Chapter 12. 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, and welcomes further ad hoc exchanges to clarify our comments further as needed.

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[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 13. Co-location

§141-150. Orange Belgium agrees with the draft decision.

[Redacted]

Chapter 14. Forecast

§151-160. Orange Belgium agrees with the analysis of the draft offer, and the conclusions regarding this.

[Redacted]

Chapter 15. SLA Pre-Order and general comment regarding 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 is being 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

Comments regarding “pre-order”

Orange Belgium agrees with the analysis of the regulators, confirming the clear need for an SLA for the “pre-order” process. Such SLA will contribute to avoid the long waiting times experienced in the past.

We also concur with the need to have an exception process (§172) but we note that the requirement to provide such process is not mentioned in the draft RO conclusion regarding this matter.

[Redacted content]

As pointed partially out by the draft RO decision, the Telenet draft reference offer proposal is strictly insufficient : :

Timer	Richtwaarde
Pre-Order Timers	50% binnen 30 minuten
	90% binnen 2 Werkdagen
	97% binnen 5 Werkdagen
	99% binnen 10 Werkdagen

The draft RO decision however does not go far enough:

Timer	Richtwaarde
50%	binnen de 30 minuten
90%	binnen 1 Werkdag
97%	binnen de 5 Werkdagen
99%	binnen de 10 Werkdagen

Tabel 3 : SLA pre-order

The thresholds still allow that 10% of the requests have to wait up to a full week before resolution.

Orange Belgium considers that its proposal builds on the experience with the improved systems and that it corresponds to realistic SLA-levels for these thresholds. By adding a threshold of 95% within 2 working days, Orange Belgium will be able to reduce the number of customers having to wait 2 working days or more to one in twenty. While this is still an important number of customers that would have to wait a week, it is more acceptable than what is proposed today. The reevaluation put forward in the draft decision can be used as means to address further improvements or adjustments of the targets in case this would be justified based on the experience gathered.

Chapter 16. SLA IT availability

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

Telenet (nor Brutélé/VOO) have issued a proposal for this.

Orange Belgium agrees with the analysis and conclusions of the draft RO decision, that puts forward that as well an SLA for IT-availability as for maximum response times 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 17. SLA PRO

[Redacted]

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

While the analysis also addresses the need for an exception process (§186), no reference to this is present in the conclusion. For the avoidance of any doubt, we suggest that this requirement is explicitly added in the conclusion as well.

More elements regarding Orange Belgium’s views on a number of B2B requirements are integrated in the comments on Telenet’s “SLA-“document in the next section.

Chapter 18. SLA Interconnectie

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Chapter 19. Network Extension (SLA)

Orange Belgium agrees with the inclusion of a SLA for network extensions.



Chapter 20. SLA Repair and SLA installation and their application

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.



Orange Belgium agrees that the timers and thresholds put forward by Telenet are not acceptable and that more demanding levels, with a minimum as proposed by the BIPT, must be imposed.

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 (§219-§231).

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 an obligation to provide an exception process (§229), which is analyzed but not imposed in the conclusion.

Chapter 21. Other elements in the reference offer decision

§232.1. Orange Belgium agrees with the requirement to provide greater freedom for the alternative operator regarding the management of its own modem. Such requirement is also justified and needed to ensure non-discrimination regarding the access to the related technical elements.

§232.2. Regarding the set-up fee element included in the Valid Request, we agree that the element referred to is not appropriate, and may be deleted.

§232.3. Orange Belgium considers that a 9 months notification period for an additional RPOI should not apply because there are already 5 RPOI identified, which should be sufficient for the period of the current market analysis decision.

§232.4. Orange Belgium agrees with the requirement.

§232.5. Orange Belgium agrees with the conclusion in the draft decisions, i.e. that the analysis of a request for compensation in the context of the SLAs, should not be paid by the alternative operator.

§232.6. Orange Belgium considers overall that, in various documents and for a wide range of possible situations in the draft reference offer, Telenet puts forward its possibilities to stop providing the service.

[Redacted content]

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 Telenet 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 review of the documents has made clear that there are many inconsistencies between various documents. Orange Belgium suggests that in the reference offer decision a general requirement is integrated that imposes Telenet to ensure that the documents that together form its reference offer are coherent and consistent.

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.

AIDTV-V2.1.2



ROBB V2.1.3. - Telenet referentieaanbod Centrale Toegang Breedband

Note that, to a large degree similar comments as for the Telenet reference offer for TV ROTV document apply for all generic aspects (contracts, tariffs, possibility for a resale wholesale offer, ...).

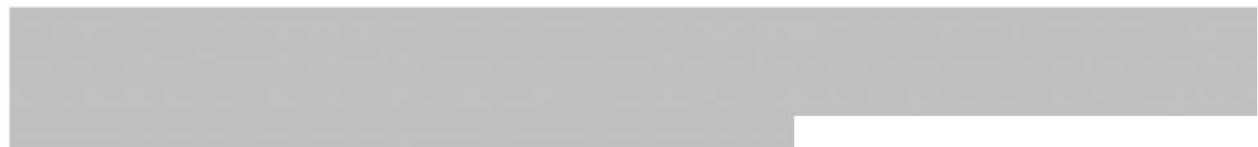
Regarding the introduction

Clause (2), line 3. The obligation for the TV offer extends to all channels present on the Telenet network, not only those channels that are included in the “basis televisieaanbod”. The word “basis” should be deleted.

Clause (3). The reference to the appeal is not right and not valid at this moment.

Clause (4) and (6) are almost identical.

Regarding the definitions



D5 (Clause 11) – “Aftakdoos” : for the avoidance of any doubt, we suggest to mention that ...”een Begunstigde handelingen stellen tot *en met* aan de Aftakdoos”. Obviously this (more correct) definition diverges from the specification of a number of other documents.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

D16 (no clause number) – “Deactivering” : obviously this definition is not compliant with the market analysis decisions and with the draft RO decision chapter 8.

D18 (Clause 26) – “Eindgebruiker” : this definition is not in-line with the possibility for resale/wholesale offers, and the definition is also not compliant with the B2B-customer requirements (where it should be possible to have more than 4 “wandcontactdozen” and 4 STB installed). See also the draft RO decisions, both elements addressed in chapter 5.

D21 (Clause 29) – “Eindgebruikersovereenkomst” : the definition is not covering wholesale resale situation and should be adapted.

[Redacted]

[Redacted]

[Redacted]

D42 (Clause 52) – “Overnamepunt”: for the avoidance of doubt, we suggest that the last sentence is changed to ... “met name tot en met aan de Aftakdoos”.

[Redacted]

[Redacted]

[REDACTED]

Orange Belgium suggests a definition along the lines : “Profiel : the characteristics of a broadband service that determine its maximum uploadspeed, its maximum downloadspeeds, and the volume of data – which may be unlimited – included in the service.

[REDACTED]

D46 (Clause 57) Referentieaanbod :

[REDACTED]

We suggest a definition based on the market analysis decision.

D63 (Clause 63) Telenet network : the definition should not imply the exclusion of interventions by the alternative operator up to and including the TAP.

Beschrijving van de Dienst

3.1. Basisdienst –

§71: Bullet 1 : The service provided should also allow usage by a resale/wholesale customer. Cf draft RO decision chapter 5.

§73: General conditions : we refer to the general comment regarding “Contract”.

§75 : We refer to the general comment regarding resale/wholesale, which is excluded by this clause.

§76 : We refer to the general comment regarding “Contract”.

§86 : The annex (regarding the charges for a “Transit punt”) is missing.

3.1.3 Keuze van profielen

We refer the chapter 11 of the draft RO decision, and support the analysis and the conclusions. Below are a few additional/similar comments regarding this aspect.

A clear timing and process is to be defined in the reference offer. For competitive reasons, own profiles clearly within the scope of the decisions should not be subject to Telenet’s assessment, at all.

[REDACTED]

[REDACTED]

[REDACTED]

§89: For a request of an own profile within the predefined limits no reasonable request process may apply, as the draft RO decision puts forward.

§90/91 We refer to chapter 7 of the draft RO decision and fully agree with the related analysis and conclusion.

[REDACTED]

§92 : When Telenet initiates (& stops) traffic constraints for an end-user, it should inform the alternative operator of such action.

§93 : Also in this case Telenet should inform the alternative operator about any measures taken.

3.1.4. Access to QOS mechanisms in the EuroDOCSIS protocol.

§96 : The current description limits the application to fixed telephony services. The principles should also apply in a non-discriminatory way for supplementary service flows when these are used by Telenet for other on-demand services (such as public wifi, nPVR, ...).

[REDACTED]

3.5. Technical specifications and certification

§104. Referring to the draft RO decisions, the IT-systems and software of the alternative operator should not be subject to certification.

“4. Contractuele aspecten”

§107, 108 : Depending on the definitions this excludes resale/wholesale. Cf chapter 5 of the draft RO.

[REDACTED]

[REDACTED]

[REDACTED]

§117. This element should not only imply non-discrimination for residential customers. The word residential should be deleted.

§121. The network evolution communication should not only contain elements that impact the broadband (and TV) service but should also give a view on the general network evolution independent of the services.

§123. Obviously this clause is not in-line with the draft RO decision regarding “own profiles” and should be adapted accordingly.

§125. LoA : Orange Belgium disagrees with this requirement (which should not be part of a “wholesale” relationship. This clause should be deleted. We refer to the more detailed comments regarding the “Letter of Authorisation” document.

§130. Orange Belgium considers that the end of the clause does not correspond with the correct scope of the “single installer” competencies, which are not limited to the repair of the NIU.

[Redacted]

4.2. Contract

As a general comment, we refer to the draft RO decision §232.9. Many of the “contractual clauses” are similar to those in other parts of the reference offer (general terms and conditions, valid request, ...) and should not be repeated.

§139. We refer to the general comment on “Contract” : taking the current status of the relationship between Orange Belgium and Telenet into account, this section should not be applied for already active users of the regulated wholesale access.

[Redacted]

[Redacted]

[Redacted]

§149. We refer to the draft RO decision regarding the absence for the need for certification of the alternative operators’ IT systems.

§152. We refer to the general comments regarding the absence of a Contract between Orange Belgium and Telenet today.

§154 and 155 : The resale to a 3rd party should not be subject to a reasonable requests (cf above).

[Redacted]

Termination

§157 and following : Termination by Telenet: clearly, the unilateral termination by Telenet should be subject to regulatory approval

[Redacted]

[Redacted]

Operational aspects

§170. Cf general comment resale/wholesale. This is also a further instance where an inappropriate reference to the LOA is made.

§174 : See also draft RO decision §232.7. Telenet is liable for the information shared.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

7. Tariffs

We refer to our general comments regarding tariffs. It is unclear if the various tariff elements put forward by Telenet in this clause are appropriate. The annex referred to in §220, 7.2., as well as other annexes referring to tariffs, is missing.

8. Annexes

Not all annexes listed are shared. Obviously this implies that by no means these comments can be considered as being the complete set of comments with respect to the documents put forward by Telenet as elements defining the applicable reference offer framework. The following 2 annexes seem missing : TLN_WRO_TA_T_T_PAAC _ Telenet Network Upgrade Procedures (A) and TLN_WRO_GA_G_P_PAAA - Tarification Basic TV'.

ROTV V2.1.3. Telenet referentieaanbod TV

Note that to a large degree similar comments as for the Telenet reference offer for broadband ROBB document apply for all generic aspects (contracts, tariffs, possibility for a resale wholesale offer, ...).

Regarding the introduction

Clause (2), line 3. The obligation for the TV offer extends to all channels present on the Telenet network, not only those channels that are included in the "basis televisieaanbod". The word "basis" should be deleted.

Regarding the definitions



D5 (Clause 9) – "Aftakdoos" : for the avoidance of any doubt, we suggest to mention that ..."een Begunstigde handelingen stellen tot *en met* aan de Aftakdoos". Obviously this (more correct) definition diverges from the specification of a number of other documents.



D14 (Clause 19) – "Deactivating" : obviously this definition is not compliant with the market analysis decisions and with the draft RO decision chapter 8.

D17 (Clause 22) – "Eindgebruiker" : this definition is not in-line with the possibility for resale/wholesale offers, and the definition is also not compliant with the B2B-customer requirements (where it should be possible to have more than 4 "wandcontactdozen" and 4 STB installed). See also the draft RO decisions, both elements addressed in chapter 5.

D19 (Clause 24) – “Eindgebruikersovereenkomst” : the definition is not covering wholesale resale situation and should be adapted.

[Redacted]

[Redacted]

D35 (Clause 41) – “Overnamepunt”: for the avoidance of doubt, we suggest that the last sentence is changed to ... “met name tot en met aan de Aftakdoos”.

[Redacted]

[Redacted]

D46 (Clause 53) – “TV Dienst” : Orange Belgium has to receive a list of the analog/digital channels in each region.

[Redacted] We refer also to the draft decision regarding the availability of TV-channel related information, §232.10.

Beschrijving van de Dienst

3.1. Basisdienst –

§66: Clearly the definition excludes, unjustified, the supply of resale wholesale services based on the reference offers. The TV-service should also include the supply of any technical information and specifications that enable or are required for new technical features such as ad replacement, ad skipping, targeted advertising etc.

§68 In this clause, the term “basis” should be deleted at each occasion (3 times) given that the channels that can be distributed by an alternative operator are not limited to those in the basic TV-offer only.

[Redacted]

§69 the list available via www.telenet.be does not include the analog channels.

§71 For the avoidance of any doubt, as Telenet is active in 3 different regions (Brussels, Flanders and Wallonia) and as the TV-market analysis decisions regarding each region are separate decisions, an alternative operator should be allowed to have at least 2 own channels per region. These channels don't have to be the same for the different regions.

[REDACTED]

“4. Contractuele aspecten”

§92 A description of interventions qualifying under this clause is requested.

[REDACTED]

[REDACTED]

[REDACTED]

§111 : Orange Belgium disagrees with this requirement (which should not be part of a “wholesale” relationship. This clause should be deleted. We refer to the more detailed comments regarding the “Letter of Authorisation” document.

§116. Orange Belgium considers that the end of the clause does not correspond with the correct scope of the “single installer” competencies, which are not limited to the repair of the NIU.

[REDACTED]

4.2. Contract

As a general comment, we refer to the draft RO decision §232.9. Many of the “contractual clauses” are similar to those in other parts of the reference offer (general terms and conditions, valid request, ...) and should not be repeated.

§124. We refer to the general comment on “Contract” : taking the current status of the relationship between Orange Belgium and Telenet into account, this section should not be applied for already active users of the regulated wholesale access.

[REDACTED]

[REDACTED]

[REDACTED]

§143. We refer to the general comments regarding the absence of a Contract between Orange Belgium and Telenet today.

§145 and 146 : The resale to a 3rd party should not be subject to a reasonable requests (cf above).

[Redacted]

§148 and following : Termination by Telenet: clearly, the unilateral termination by Telenet should be subject to regulatory approval

[Redacted]

[Redacted]

§158 Orange Belgium reminds its earlier request to extend to 12 months for both digital and analog channels the channel removal notification period.

[Redacted]

[Redacted]

[Redacted]

§168 : See also draft RO decision §232.7. Telenet is liable for the information shared.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

7. Tarieven

We refer to our general comments regarding tariffs. It is unclear if the elements put forward by Telenet in this clause are appropriate. The annex referred to in 7.2. is missing.

8 – Annexes :

- Not all annexes listed are shared. Obviously this implies that by no means these comments can be considered as being the complete of comments with respect to the documents put forward by Telenet as elements defining the applicable reference offer framework.

The following 2 annexes seem missing : TLN_WRO_TA_T_T_PAAC _ Telenet Network Upgrade Procedures (A) and TLN_WRO_GA_G_P_PAAA - Tarification Basic TV'.

TLN-WRO-GA-G-M-PAAA - Confidentiality agreement

Orange Belgium has already signed a confidentiality agreement with Telenet [Redacted]

TLN-WRO-GA-G-M-PAAB-V2.0 – LOA - Letters of Authority

In full : Letters of Authority for the TV service based on the reference offer basic TV and broadband service based on the reference offer broadband services.

Orange Belgium considers that regarding end-users' authorisations, the LoA document should simply be subject to the applicable legislation. Telenet should not impose and extend the legal obligations in the context of a LoA section in its reference offer.

[Redacted]

[Redacted content]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

In conclusion, Orange considers that it is not up to a regulated SMP-operator to include elements in its conditions which imply the simple respect for the applicable legal rules.

[Redacted]

[Redacted]

TLN-WRO-GA-G-M-PAAC-V2.0 General Terms and Conditions

Regarding the introduction

§4 of the introduction should also refer to the market analysis for broadband services.

[Redacted]

[Redacted]

[Redacted]

Regarding the definitions

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CRC Decisions:

Obviously the broadband market analysis decisions should also be referred to.

Demarcation point:

Orange Belgium considers that the definition is no longer adequate as it refers to this point to determine the “separation of responsibilities between Telenet and the Beneficiary”, while in reality the alternative operator can also perform certain actions up to and including the TAP. See e.g. also Chapter 8 of the draft RO decision.

[Redacted]

Telenet Network:

We refer to our comments on the definition of the Demarcation Point which, if unchanged, would lead to a contradictory situation with the “single installer” concept. The definition of Telenet Network as currently put forward does not correspond with the “single installer” reality.

[Redacted]

[Redacted text block]

Regarding “Financial conditions”

Note that we repeat our comment that the annexes assumed to contain the financial conditions for the specific services and service components were not submitted for consultation.

[Redacted text block]

[Redacted text block]

§33 While it is OK that the “invoice as one total amount for the one-off services” is applied as principle, for the avoidance of doubt it is obviously needed to get the full details of the service elements and the associated amounts covered this amount.

[Redacted text block]

§37: As for other cases regarding service suspension : such highly impacting measures should only be allowed after escalation, regulatory endorsement and proper waiting time. Cf also §232.6 of the draft RO decision.

§39/40/41 : A time of 15 working days reaction is too short for the review and control of the invoices

[Redacted text block]

[REDACTED]

Suspension

§73-74 : Orange Belgium cannot accept the provisions in points 73 until 74. Orange Belgium insists that in the events mentioned in these points, Telenet must first inform the regulator before suspending a service. Furthermore it is not clear what the words “reasonably” and “urgent” contain.

[REDACTED]

§78. This requirement is not realistic nor appropriate in case such suspension would be based on an issue which was not properly already identified before [REDACTED]

[REDACTED]

Termination for cause

Orange Belgium cannot accept the provisions in points 79 and 81. These are not in line with the decision of the CRC of 29 June 2019 [REDACTED]

[REDACTED]

[REDACTED]

Point 79. In the event that the Beneficiary defaults in the payment of sums due for a Service offered under the Contract and/or Agreement and such default is not substantially cured within thirty (30) calendar days after written Notice of Suspension, then Telenet *will first inform the regulator about their intention to terminate the concerned Services.* ~~may by giving notice to the Beneficiary terminate all the Services with immediate effect.~~ This provision does not apply to disputed amounts. ~~Telenet will inform the Regulator at the same time.~~

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

TLN-WRO-GA-G-M-PAAD-V2.0 Valid request framework

Although Orange Belgium has triggered - as only alternative operator today - the effective implementation of the regulated cable wholesale access services, implying that a number of elements regarding the "valid request framework" become less relevant for it,

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

7

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

The set of conditions that have to be met to start such negotiations are not acceptable. Requirement e) is unclear or obscure. It should be clarified or deleted.

Requirement f), i.e. to “*unconditionally* confirm to fully fulfill all aspects of the relevant Reference Offer” is unacceptable [Redacted]

Requirement g), i.e. to “provide estimation of the expected volumes” should by no means be a pre-requisite imposed on an alternative operator [Redacted]

Requirement i), i.e. the link with other contracts between Telenet and the (candidate) alternative operator, implies that Telenet would refuse access to a regulated service based the situation regarding a

non-related different commercial agreement. Such condition should not be a pre-requisite to get access to a regulated wholesale offer.

Regarding the refusal to negotiate and the rejection to (continue to) provide the regulated services

Orange Belgium considers that the various situations put forward are insufficiently clear and far too wide.

[Redacted]

WRO GA G M PAAE V2.0 - Naming Conventions Reg.pdf

No comments.

WRO GA G M PAAG V2.0 Test and Implementation Procedures.pdf

Orange Belgium considers that these documents are no longer relevant for Orange Belgium.

[Redacted]

WRO GA G M PAAH V2.0 - WHS Alternative Operator Security Policy.pdf

The document (first bullet point of section 2.1 on the API) specifies that no details about the set-up can be shared with any other provider, partner or subcontractor.

[Redacted]

[Redacted]

WRO GA P C PAAA V2.0 - Certificatie Technici operations

[Redacted]

[Redacted]

§28. The content of the certification includes “Telenet installatie”. It is not clear what exactly is covered by this item, but a priori it shouldn’t be a requirement for technicians working on the customer installations of an alternative operator. This element should be deleted.

WRO GA P O PAAA V2.0 - Operationele Processen en Communicatie.pdf

Multiple addresses

§1, §2. We refer to the draft decision that specifies that a solution to have an enquiry on multiple addresses should be made possible.



Deactivation of TV

§64. In the context of chapter 5.4, deactivation of a TV-service, it is not specified that the alternative operator must install the filter after a cease.



Deactivation of broadband service

§77 : nothing is mentioned regarding the need or no need regarding a filter related intervention in this context.

Planned maintenance

§95 : the minimum period of 2 days for informing about planned maintenance is too short



“Kabelaansluiting” (KA)



WRO GA P O PAAB V2.0 - SLA en Voorspellingssysteem.pdf

Orange Belgium refers to various exchanges that already took place regarding the SLA and forecast requirements. We note that the draft RO decision integrates a number of the elements put forward, and that the draft reference offer is therefore not yet compliant with these requirements. Next to this,

Orange Belgium considers that its requirements, put forward earlier in its position paper regarding this subject, remain valid.

[Redacted]

§9 Orange Belgium considers that also in case investments would be required, a constructive approach to deal with the situation is to be found. Obviously the “reasonable request” process will in this case lead to overly long delays. To address this situation Orange Belgium proposes this is formulated along the lines of §8, i.e. *“Indien de begunstigde een Voorspelling aanlevert die aanzienlijke, niet geplande investeringen zou veroorzaken bij Telenet dan zullen beide partijen op constructieve manier samenwerken om de meest aanvaardbare oplossing te vinden”*.

§ 10: As put forward in the draft RO decision, Orange Belgium accepts that the SLA-criteria are not applicable on overrun orders only. The SLA should however continue to apply on the orders within the forecast.

[Redacted]

§16-18: Orange Belgium refers to the draft RO decision, and shares the view that given the typical very low volumes of the use cases under consideration, the overly granular forecast data are not appropriate.

[Redacted]

[Redacted]

[Redacted]

§37: Referring to previous comments and the draft RO decision, for orders within the forecast the SLA must continue to apply.

[Redacted]

Section 4.3.2.2. 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]

|
|

Given its importance, Orange Belgium asks to include a 90% threshold within 1 working day.

Missing SLA for B2B and missing B2B related service components

Orange Belgium notes the absence of an SLA for B2B. This is simply not acceptable

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted text block]

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 text block]

8 [Redacted text block]

[Redacted text]

[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 text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

WRO GA P O PDAA V2.0- Back to Back CAS support

We refer to our general comments regarding the disclaimer in this document.

§22. Given the impact on the end-users, we suggest to add “In exceptional *and duly motivated* situations, ...”.

[Redacted]

WRO GA P O PDAB V1.0- Adding TV Channel

Before all, we note that this document appears not to have been changed (it is still version 1.0).

Regarding this document, we refer to the draft RO decision, chapter 6, regarding own channels. We agree with the analysis and the conclusion.

[Redacted]

WRO TA A S PAAA V2.0 - Specification and Certification TV Wall Outlet.pdf

Cf the general comment on the disclaimer.

[Redacted]

WRO TA A S PAAB V2.0 - Specification and Certification Coax Patchcord.pdf

Cf the general comment on the disclaimer.

[Redacted]

WRO TA B A PAAA V2.0 - Architecture ROBB.pdf

Cf the general comment on the disclaimer.

[Redacted]

We refer to the draft RO decision, and obviously it is clear that this document is not yet in line with the requirements imposed.

[Redacted]

|
|

[Redacted]

WRO TA B S PAAA V2.0 - Specification and Certification AO Modem

See the general comment regarding the disclaimer.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted text block]

WRO TA B S PAAB V2.0- Specification and Certification BB IP Interconnect.pdf

See the general comment regarding the disclaimer.

[Redacted text block]

Alternative operator traffic management

§38-43. The draft RO decision clearly establishes that traffic management of the alternative operator is subject to clear constraints. Eg §41 would clearly be unacceptable from that point of view.

Orange Belgium considers that this section should be reconsidered and brought in line with the draft RO decision.

WRO TA G A PAAB V2.0 - Architecture ROTV and AIDTV

See the general comment regarding the disclaimer.

[Redacted]

[Redacted]

§18 For the avoidance of doubt, as there are different NIU models available, the illustration cannot be considered in a restrictive way.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

WRO TA G C PAAA V2.0- General Certification Procedures

See the general comment regarding the disclaimer.

The historical implementation has triggered several issues regarding the certification and tests associated with the alternative operator CPEs.



Note that the list of the required certification tests is not attached to the document which implies no view regarding this element can be given. The absence of comments should definitely not be understood as an approval of the content of such documents.

WRO TA G M PAAA V2.0 - Glossary List and Symbols

See the general comment regarding the disclaimer.

No specific comments at this stage.

WRO TA G S PAAA V2.0 - Specification NIU Interface

See the general comment regarding the disclaimer.



TLN WRO TA G S PAAB V2.0 - Specification Device Management

See the general comment regarding the disclaimer.

[Redacted content]

WRO TA G S PAAC V2.0 - Toepassing van Installatie

See the general comment regarding the disclaimer. No other comments.

WRO TA I S PDAA V2.0- Specification and Certification AO STB

See the general comment regarding the disclaimer.

§23 : For the sake of clarity, the opposite must obviously also apply. Any change in the Telenet CA and signaling system may not impact the good behavior of the alternative operator TV decoder.

4.3.4. CA system signaling bandwidth

[Redacted content]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Chapter 9-§210 and following – AO device management.

[Redacted]

[Redacted]

WRO TA I S PDAB V2.0 - Specification and Certification iDTV interconnection - No NDA

[Redacted]

WRO TA I S PIAA V2.0 - Specification and Certification AO VoD content library hosting

[Redacted]

WRO TA T T PAAA V2.0 - Co-location and physical interconnect

See the general comment regarding the disclaimer.

§12 : The RPOI chosen to perform the interconnection capacity installation/extension is to be done in mutual agreement between Telenet and the alternative operator and should not unilaterally be imposed by Telenet.

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

§33. The documents referred to, “TLN_WRO_GA_G_P_PAAA _ Tarification Basic TV” and “TLN_WRO_GA_G_P_PAAB Tarification Bundle TV_BB”, are not available.

WRO TA T T PAAA V2.0 - Co-location Code of Conduct

No specific comments at the moment.

WRO TA T T PAAB V2.0 - Lawful Intercept Procedures

No specific comments at the moment. Under all circumstances it should be clear that the cable network operator (also VOO/Brutélé) should at all times cooperate with the alternative operator to ensure compliance with these obligations.

WRO-TA-B-S-PAAC FUP

While there are no specific elements regarding the approach, [REDACTED]