

Schedule 2 – Notification and Acceptance of Service Request

SCHEDULE 2 – NOTIFICATION AND ACCEPTANCE OF SERVICE REQUEST

DEFINITIONS

Capitalised terms not defined in this Schedule are defined in Schedule 8 of this Reference Offer. Terms defined in this Schedule are specific to it.

FIRST SERVICE REQUEST

1. Where a Service Request is a First Service Request, the Access Seeker must submit at the same time as the Service Request a signed copy of the SE's Confidentiality Agreement (unless one has already been signed) and comply with the terms of Section 7 of the Main Body Terms of this Reference Offer. The confidentiality terms do not limit the disclosure of completed interconnection agreements to the Regulator as required by the Telecommunications Law.
2. By submitting the First Service Request, the Access Seeker becomes bound by the provisions of this Schedule.
3. The Access Seeker's First Service Request must contain:
 - (a) the list of Services requested. If there is any doubt, the Access Seeker shall consult with the SE before submitting a First Service Request;
 - (b) type of Licence held by the Access Seeker;
 - (c) the Access Seeker's designated contact person, and contact details;
and
 - (d) either evidence that the Access Seeker has an Acceptable Long Term Credit Rating or credit information relevant to SE's assessment of the Access Seeker's creditworthiness.
4. By submitting a First Service Request, the Access Seeker represents and warrants that:

- (a) it has in full force and effect the authorisations necessary to enter into a Supply Agreement, observe obligations under it and allow it to be enforced;
 - (b) its obligations under the Supply Agreement will be valid and binding and are enforceable against it in accordance with its terms;
 - (c) the information provided in its Service Request is complete, true, accurate, and not otherwise misleading; and
 - (d) it is not a trustee of any trust or settlement.
5. The Access Seeker agrees to indemnify the SE on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by the SE, which arise out of or in connection with any breach of any of the representations or warranties given in paragraph 4, subject to the SE using all reasonable endeavours to mitigate against the effects of any such breach of the representations or warranties.
6. If the Access Seeker does not submit an Acceptable Long Term Credit Rating as part of its First Service Request or another acceptable evidence of its creditworthiness in accordance with paragraph 3(d) in its First Service Request to the SE, then, subject to and without limiting the provisions of clause [19] of the Supply Terms:
- (a) The SE shall notify the Access Seeker in writing that it is a condition of entry into the Supply Terms of the supply by SE of the Services specified in the Access Seeker's Service Request that the Requesting Operator first provide to the SE a specified initial Security; and
 - (b) if the Access Seeker continues to seek the Services specified, the Access Seeker must provide that initial Security to the SE on or before the execution of the Supply Terms.

7. The amount of the initial Security required under paragraphs 3 and 6 shall be calculated by reference to the same statement of general principle set out at clause 19.9 of the Supply Terms.
8. The SE shall consider a First Service Request to be non-conforming where:
 - (a) the Access Seeker is not a Licensed Operator or does not hold an appropriate Licence;
 - (b) the services requested are not Services; or
 - (c) the Access Seeker has not provided adequate information under paragraph 4.
9. If the SE finds a First Service Request to be non-conforming under paragraph 8, it shall:
 - (a) notify the Access Seeker in writing within the timescales specified in Schedule 7 (Service Level Agreement);
 - (b) provide reasons for rejection to the Access Seeker with the notice in paragraph 9(a); and
 - (c) not be required to enter into the Supply Terms for the Services specified in the First Service Request.