

**NOTE: The Undertakings¹ Exemptions which remain in force pursuant to Commitment 25.1 were agreed by Ofcom and set out in Annex 2 of its statement published on 15 June 2006².
The text below is the relevant extract from that statement.**

Exemptions and agreements wording

WHEREAS:

- (a) **BT has offered and Ofcom have accepted Undertakings pursuant to the Enterprise Act 2002, which took effect on 22 September 2005 (the “Undertakings”);**
- (b) **BT has requested Ofcom to agree that certain sections of the Undertakings shall not apply to certain products, as set out in BT’s requests annexed to the Ofcom Statement dated 8 June 2006;**
- (c) **On or before 21 January 2006, BT lodged draft applications with Ofcom in relation to these and other requests and a temporary exemption was granted until 21 August 2006 in relation to those matters not falling within the arrangements set out in section 5.46.2; and**
- (d) **Access Services as referred to in the Undertakings has been established as Openreach since 21 January 2006.**

NOW THEREFORE:

Ofcom and BT hereby agree:

1. Pursuant to section 5.47.3 BT and Ofcom hereby agree that:

(a) AS can bill and accept orders from persons who are not Communications Providers which relate to Network Rearrangement and Build Services of BT’s Access Network.

“Network Rearrangement and Build Services” means the building (which includes developments and/or extensions), alterations (which includes shifting and/or rearranging), repair and/or maintenance of any BT Access Network components (including, but not limited to, network termination points) but does not include the supply by AS of any product using BT’s Access Network;³ and

(b) AS can bill and accept orders from persons who are not Communications Providers in relation to the provision and/or repair of Customer-Owned Wiring.

“Customer-Owned Wiring” means wiring located on an End-User’s premises beyond the network termination point, whether the wiring is internal (within a building) or external (outside a building but on a customer site).⁴

The agreements set out in paragraphs 1(a) and 1(b) above are conditional upon the supply of Network Rearrangement and Build Services and the provision and/or repair of Customer-Owned Wiring not being made conditional on the supply of any other BT product. For the sake of clarity, this does not prevent AS from providing Network Rearrangement and Build Services and the provision and/or repair of Customer-Owned Wiring as part of a package of these products, provided that both such products are also available separately.

The agreement set out in paragraph 1(b) above is conditional upon Equivalence of Inputs applying to the provision and repair of Customer-Owned Wiring in relation to all Communications Providers as of 1 April 2007.

¹ The last version of the Undertakings (no longer in effect), is available here: <https://tinyurl.com/ya3qfbrs>

² Ofcom’s statement is available here: <https://tinyurl.com/y3dscu5t>

³ see BT’s request number 1, attached to the Ofcom Statement dated 8 June 2006

⁴ see BT’s request number 2.

The agreements set out in paragraphs 1(a) and 1(b) above shall last up to and including five years from the date that this agreement takes effect. Thereafter, each of these agreements shall become permanent, unless Ofcom notify BT otherwise in relation to either or both of them within four years of this agreement taking effect.

[Paragraphs 2 – 10: Not relevant]

Definitions and interpretation

Words or expressions in this agreement have the same meaning as in the Undertakings.

References in this agreement to section numbers are references to section numbers in the Undertakings.

In this agreement “BT people” includes BT’s employees, agents and sub-contractors as appropriate depending on the context.

For the avoidance of doubt, where it is herein agreed that the requirements of section 5.46.1 do not apply:

(a) information that would otherwise fall within the definition of Commercial Information, shall only do so if it relates to SMP Products; or, in the case of sections 6.10.3, 6.13 and 6.14, to products and services described in section 6.1.2.

(b) the requirement to provide the particular product or service by means of EOI systems and processes will also not apply and existing processes and systems may continue to be used.

Notices

Notices to be given under this agreement shall be in writing.

Effect

Unless otherwise stated the agreements and exemptions set out in this agreement shall take effect immediately upon signature hereof on behalf of both parties.

Signed for and on behalf of British Telecommunications plc

Signature _____

Name _____

Position _____

Date _____

Signed for and on behalf of Ofcom

Signature _____

Name _____

Position _____

Date _____