



M1 Limited

13 July 2022

Ms Aileen Chia  
Director-General (Telecoms and Post)  
Deputy Chief Executive (Connectivity Development & Regulation)  
Infocomm Media Development Authority  
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Dear Ms Chia,

**PUBLIC CONSULTATION ON NETLINK TRUST'S INTERCONNECTION OFFER**

1. We refer to the above Consultation issued on 17 May 2022.
2. M1 welcomes the opportunity to submit our comments to the Consultation. Our response to the Consultation is enclosed in this letter.
3. Should IMDA require any clarification, please do not hesitate to contact us.

Yours sincerely,

Mr Wee Keng Hoon  
Deputy Director  
Regulatory



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**M1'S RESPONSE TO PUBLIC CONSULTATION ON NETLINK TRUST'S  
INTERCONNECTION OFFER ("CONSULTATION")**



This paper is prepared in response to IMDA's public consultation document issued on 17 May 2022 and represents M1's views on the subject matter. Unless otherwise noted, M1 makes no representation or warranty, expressed or implied, as to the accuracy of the information and data contained in this paper nor the suitability of the said information or data for any particular purpose otherwise than as stated above. M1 or any party associated with this paper or its content assumes no liability for any loss or damage resulting from the use or misuse of any information contained herein or any errors or omissions and shall not be held responsible for the validity of the information contained in any reference noted herein nor the misuse of information nor any adverse effects from use of any stated materials presented herein or the reliance thereon



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## **Introduction**

1. M1 is Singapore's most vibrant and dynamic communications company, providing mobile and fixed services to over 2 million customers. With a continual focus on network quality, customer service, value and innovation, M1 links anyone and anything; anytime, anywhere.

## **M1's views on the Netlink Trust's Interconnection Offer**

2. M1 welcomes the opportunity to review and submit our comments to the Consultation. In particular, M1 is concerned that several changes proposed by NLT are counter-productive to Requesting Licensees ("RLs") and End-Users ("EUs"). We will elaborate on these concerns in the detailed comments.

3. M1 notes that NLT has proposed additional requirements to the banker's guarantee that is typically required in the submission of the Notification of Acceptance of ICO. It is not clear to M1 if this requirement applies to new RLs only or to both new and existing RLs. We are of the view that this shall be applicable to new RLs only or existing RLs who have a risk of default or have exhibited payment default before.

4. M1 would also highlight that a key area that is absent from the Consultation is the review of charges offered in the ICO. In particular, M1 is of the view that several charges are exorbitant and need to be reviewed. For example, in Clause 12.7 of Schedule 15, we fail to see any compelling reason why the onsite charges for Sunday / Public Holiday are several times greater than that of weekday / Saturday.



**12.7 Onsite Charges**

12.7.1 NetLink Trust will provide supervision of onsite work and escort services. This Service will be charged according to the time spent by NetLink Trust’s staff. The detailed break-down of the rates are listed in the table below.

PERIOD	CHARGE (\$\$)
During Office Hours (Monday to Friday 9.00am to 5.00pm)	\$90.50/hr (min of 2hrs)
After Office Hours (Monday to Friday after 5.00pm to 9.00am the next weekday, or Friday after 5.00pm to Saturday 12.00am)	\$135.80/hr (min of 2hrs)
Saturday	\$135.80/hr (min of 4hrs)
Sunday to 9.00am the next day (requiring less than 4 hrs)	\$800 (per activation)
Sunday to 9.00am the next day (requiring more than 4 hrs)	\$1600 (per activation)
Public Holidays to 9.00am the next day	\$1500 (per activation)

5. Our detailed comments to the proposed changes in the Consultation is outlined in the Appendix.



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**Section A: NETLINK TRUST – KEY PROPOSED CHANGES FOR ICO SCHEDULES FOR NBN MANDATED SERVICES**

S/N	Area	NLT’s Proposed Changes	M1’s Responses
1	Billing of fault rectification cost	<p><b><u>Current Situation</u></b>            Requesting Licensees (“RL”) raise trouble tickets for fault rectification to NetLink Trust. NetLink Trust will charge the End User (“EU”) directly for any repair and replacement charges.</p> <p><b><u>NetLink Trust’s Proposed Change</u></b>            NetLink Trust proposed for the fault rectification cost to be billed to RLs instead of the EU.</p> <p>NetLink Trust is of the view that the proposed billing arrangement is consistent with current practices; and will result in better efficiency and less inconveniences to the EU.            NetLink Trust explained that the Retail Service Provider (“RSP”) is the de-facto single point-of-contact for the EU for the following services:            (a) Subscription of fibre broadband service (with or without</p>	<p>M1 is of the view that the existing process for NLT to communicate with the EU on the fault and fees payable for the fault rectification cost, should continue. This is because NLT is the party that determines if the fault is due to NLT or EU, and this information is not passed from NLT to M1. M1 is also not present onsite and will not be able to verify if the fault is due to NLT or EU.</p> <p>M1 has grave concerns that NLT’s proposal to bill the fault rectification cost to RL, is directly shifting responsibility to RL to deal with billing disputes raised by EU. As explained above, the fault rectification cost and the party liable for the cost, is determined by NLT. Therefore, RL is not the appropriate party to bill the EU and/or front any disputes on the same. Given that NLT’s</p>



S/N	Area	NLT's Proposed Changes	M1's Responses
		<p>Termination Point (“TP”) Installation);</p> <p>(b) Reporting of disruption or unavailability of fibre broadband service; and</p> <p>(c) Request for TP Relocation, Repair and Replacement, or Removal (“TP RRR”) service.</p> <p>Under the current set-up, the request for fibre service activation or TP RRR service is submitted to NetLink Trust directly by the RL. Any charges incurred by NetLink Trust are billed to the RL according to the procedures specified in the ICO. There is no contractual relationship between NetLink Trust and the EU.</p> <p>NetLink Trust does not have a contractual relationship with the EU for fault rectification as well. Where the EU encounters any service difficulty with his/her fibre broadband service, the first (and only) party that the EU contacts is his/her RSP. Upon receipt of the fault report form the RSP, where applicable, the RL will submit a trouble ticket to NetLink Trust to perform</p>	<p>typical practice is to bill RL about 30 days after the work was performed, it could take up to another 30 days for the RL to bill the EU, i.e. about 60 days after the work was performed for the EU. This would result in confusion and complaints from the EU given that he/she only receive such charges much later.</p> <p>We are also puzzled by NLT’s statement “EUs were confused (frustrated at times) when NLT billed the EU the fault rectification cost because the RSPs had told the EUs that the fault rectification cost would be borne by the RSPs.” M1 has not received any feedback from our subscribers that the billing arrangement between NLT and EU is confusing or frustrating. M1 has also been consistent in our communication to subscribers that the fault rectification cost is a billing arrangement between NLT and the EU.</p>



S/N	Area	NLT's Proposed Changes	M1's Responses
		<p>fault investigation. The current process of billing EUs directly for the fault rectification cost is thus an anomaly to the current set-up.</p> <p>In relation to efficiency of the current billing arrangement, NetLink Trust has encountered instances where EUs were confused (and frustrated at times) when NetLink Trust billed the EU the fault rectification cost because the RSPs had told the EUs that the fault rectification cost would be borne by the RSPs. However, such information was not passed down to NetLink Trust from the RLs in the trouble ticket. Unnecessary additional administrative work for all parties involved was created as NetLink Trust had to look into the complaint filed by the EU, void the bill to EU and switch the billing to the RL.</p>	<p>If IMDA is to allow NLT to bill the fault rectification cost to RL instead of the EU, we would highlight that such works can only proceed after it is approved by the RL, since the RL would bear the risk of EU defaulting on payment. The RL would also reserve the right to bill NLT for any administrative costs to provide billing services to EU for these works.</p>
2	Enhanced Fibre Take Over ("EFTO")	<p><b><u>Current Situation</u></b></p> <p>There are two (2) options for fibre takeover – the Fibre Take Over ("FTO") process and the EFTO.</p> <p>For information, the difference between EFTO and FTO is summarised in the table below:</p>	<p>M1 has no objection to NLT's proposal to remove EFTO process.</p>



S/N	Area	NLT's Proposed Changes			M1's Responses
			<b>FTO</b>	<b>EFTO</b>	
		<b>Installation Day</b>	T+9 onwards	T+5 onwards	
		<b>Installation Slot</b>	<ul style="list-style-type: none"> <li>• 1 hour 45 mins slot</li> <li>• Coordinated installation (both NLT and RSP staff must be on site together)</li> </ul>	<ul style="list-style-type: none"> <li>• Hourly slot</li> <li>• Sequential installation (RSP/RL can arrange for NLT to perform job in the morning while RSP install the ONT at RU's premise in the afternoon)</li> </ul>	
		<b>Approval Cut Off Time</b>	RLs to approve by T+5, 11.59pm. Else NLT will deem order as rejected	RLs to reject by T+3, 12pm. Else NLT will deem order as approved	





S/N	Area	NLT's Proposed Changes			M1's Responses
		<b>Notification</b>	NIL	Broadcast email will be sent to the existing RSP, existing RL and new RL	
		<b>Closing of Order</b>	NLT will close the order within the installation day	NLT will close the order within the installation hour	
		<b>Consent Form</b>	NIL	EU to sign consent form at EFTO application process	
		<p><b><u>NetLink Trust's Proposed Change</u></b>                      NetLink Trust proposed to remove ETFO process because there is no demand for EFTO from the industry. There has not been any EFTO order since July 2016. The FTO Process will continue to be available to RLs.</p>			



S/N	Area	NLT's Proposed Changes	M1's Responses
3	Personal Data Protection	<p><b><u>Current Situation</u></b> There are no clauses relating to personal data in order submission in the ICO.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust proposed to include personal data protection provisions in the ICO to ensure that each party comply with their respective obligations under the relevant personal protection and privacy laws in force in Singapore.</p> <p>In addition, in the event that any unnecessary personal data has been submitted to NetLink Trust in connection with any order request or fault reporting, NetLink Trust proposed to impose a one-time charge for the removal of unnecessary personal data from NetLink Trust's records.</p>	<p>We would request that NLT clarify what is "unnecessary personal data".</p> <p>During submission of order request or fault report, we will provide the data according to NLT's form. For order request, we may be required to attach supporting documents, such as emails from the EU. The EU may choose to include the amount of personal data in their emails, which M1 would have no control over.</p> <p>In addition, as NLT is our Data Intermediary (DI), NTL should also be subject to the RL's DI requirements.</p> <p>If IMDA allows NLT to impose a one-time charge for removal of unnecessary personal data, then such requirement should mutually apply to both parties.</p>
4	Planned Service	<p><b><u>Current Situation</u></b></p>	<p>M1 has no comment.</p>



S/N	Area	NLT's Proposed Changes	M1's Responses
	Interruption Hours for Residential End-User Connections	<p>The planned service interruption hours for Residential End-User Connections in ICO schedule 1 is between 9am and 6pm.</p> <p><b><u>NetLink Trust's Proposed Change</u></b>                      IMDA had previously consulted NetLink Trust's RLs on the change in planned service interruption hours for Residential End-User Connections. IMDA has decided to change the said planned service interruption hours to "between 1am and 6am", with exceptions. Should any of the exceptions are met, NetLink Trust can carry out the planned service interruption in the day between 9am to 6pm.</p> <p>NetLink Trust has included the amendments to ICO Schedule 1 to reflect IMDA's decision.</p>	
5	NetLink Trust's Notification to RLs on Planned Service	<p><b><u>Current Situation</u></b>                      The current notification process does not allow RLs to feedback to NetLink Trust and request for changes to planned service maintenance dates. As currently drafted in the ICO, the date of planned interruption is solely decided by NetLink Trust and communicated to RLs.</p>	M1 supports the proposed change to allow the RLs an avenue to feedback and request for change of dates.



S/N	Area	NLT's Proposed Changes	M1's Responses
	Interruption for Residential End-User Connections, Non-Residential End-User Connections and NBAP Connections	<p><b><u>NetLink Trust's Proposed Change</u></b>                      As required by IMDA, NetLink Trust proposed amendments such that RLs will be given an avenue to feedback and request for change of dates of the planned interruptions to Residential End-User Connections, Non-Residential End-User Connections and NBAP Connections, and NetLink Trust will give due consideration to the extent feasible. To the extent feasible, NetLink Trust will align its maintenance period with that of the RLs and RSPs to reduce disruptions to the end users.</p>	
6	Seasonal Slots for Residential End-User Connections	<p><b><u>Current Situation</u></b>                      The Seasonal Slots are slots for Residential End-User Connections in excess of the Maximum Quota, applicable only during seasonal increases in demand during events such as the quarterly IT fairs. Other additional slots such as the 5<sup>th</sup> installation slot and service activation slots (Installation only) on Saturdays for Residential End-User Connections are offered through NetLink Trust's tariff.</p>	M1 prefers to maintain the current arrangement in this clause as it provides more certainty and the EU will have one more time slot to choose from regardless if it is via walk in or through online. Currently, there is no API available for seasonal slots.



S/N	Area	NLT's Proposed Changes	M1's Responses
		<p><b><u>NetLink Trust's Proposed Change</u></b>                      NetLink Trust proposed to amend its offer such that the 5<sup>th</sup> installation slot and service activation slots (Installation only) on Saturdays for Residential End-User Connections will be offered under the ICO as Seasonal Slots and not through its tariffs. NetLink Trust will notify RLs of the availability of such slots through the Seasonal Slots Notification.</p>	
7	Planned Service Interruption Hours for non-residential connections	<p><b><u>Current Situation</u></b>                      The planned service interruption hours for non-residential connections in ICO schedules 2 to 11 are between 1am and 6am.</p> <p><b><u>NetLink Trust's Proposed Change</u></b>                      NetLink Trust proposed to amend the planned service interruption hours for non-residential connections from "between 1am and 6am" to "between 12am and 6am" as it requires more time for its maintenance work.</p>	M1 has no comment.



S/N	Area	NLT's Proposed Changes	M1's Responses
8	Cable standard for Outdoor Installations	<p><b><u>Current Situation</u></b> The cable standard for outdoor installation in ICO is ITU-T G.652D.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust proposed to update the cable standard for outdoor installations to ITU-T G.652D and ITU-T G.657A to reflect ground implementation.</p>	M1 has no comment.
9	Timeframe for request for optical power reading	<p><b><u>Current Situation</u></b> RLs can request for optical power reading for any completed orders.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust proposed to include a timeframe of 30 Business Days after completion orders for which the RL may request for the optical power readings. This is to ensure that the information received by the RL is current and up-to-date.</p>	<p>M1 prefers to maintain the current arrangement as the EU may request for service to be provided several days after the completion of order.</p> <p>We would also highlight that optical power reading may be required to facilitate investigation if there is dispute on fault rectification.</p>



S/N	Area	NLT's Proposed Changes	M1's Responses
10	Non-Standard Installation Materials or Non-Standard Deployment Techniques	<p><b><u>Current Situation</u></b> No provision for use of non-standard installation materials or deployment techniques in ICO.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust received requests from RLs for use of non-standard installation materials or deployment techniques. Hence, it proposed to make clear the charging mechanism for request for use of non-standard installation materials or deployment techniques in the ICO.</p>	M1 has no comment.
11	Quotation workflow under Schedule 9	<p><b><u>Current Situation</u></b> Schedule 9 includes a quotation workflow for Installation Charge.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust proposed to remove the quotation workflow because it is no longer required after the modification of the one-time installation charge to a fixed-sum charge during the price review exercise in 2017.</p>	M1 has no comment.



S/N	Area	NLT's Proposed Changes	M1's Responses
12	Fault Investigation Charge in Schedules 12 and 12C	<p><b><u>Current Situation</u></b> There is no fault investigation charge in Schedules 12 and 12C.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust has received requests from RLs for its contractors to be present during investigation of co-location issues or faults. NetLink Trust proposed to impose a Fault Investigation Charge if NetLink Trust's contractor is required to be present during investigation of co-location issues or faults.</p> <p>For the avoidance of doubt, the Fault Investigation Charge will not be imposed if the fault is determined to be caused solely by NetLink Trust.</p>	<p>For joint investigation, both the NLT and RL are onsite to investigate the fault. It is up to NLT to determine if its own contractor should be present. Fault Investigation Charge for such situation should not be passed on to the RL.</p>





S/N	Area	NLT's Proposed Changes	M1's Responses
13	Site Preparation and Installation Charge in Schedule 12B	<p><b><u>Current Situation</u></b> There is no Site Preparation and Installation Charge in Schedules 12B. However, NetLink Trust has been providing quotations to RLs outside ICO for activation of cooling hats or relocation of existing cooling hats.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust proposed to include this charge in the ICO for clarity as the Site Preparation and Installation Charge for Co-Location Supplementary Cooling Service is currently not reflected in Schedule 15.</p>	M1 has no comment.
14	Licence Renewal Process in Schedules 12 and 12C	<p><b><u>Current Situation</u></b> Licence renewal process in Schedules 12 and 12C is different from that in Schedule 12B due to a review of Schedule 12B.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust proposed to align the licence renewal process in Schedules 12 and 12C to the revised process adopted for Schedule 12B.</p>	M1 has no comment.



S/N	Area	NLT's Proposed Changes	M1's Responses
15	Hardcopy Invoices in Schedule 16	<p><b><u>Current Situation</u></b> Under Schedule 16, NetLink Trust will email the invoices to RLs, followed by a hardcopy invoice via ordinary post. NetLink Trust had proposed to RLs in 2020 to cease hardcopy invoice due to the Circuit Breaker during the COVID-19 pandemic.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust proposed to amend Schedule 16 to remove hardcopy invoice via ordinary post to reflect the implementation of this on the ground.</p>	M1 has no comment.
16	Central Office Diversity Connections	<p><b><u>Current Situation</u></b> Service is not provided under ICO. RLs procure the service from NetLink Trust through a customised agreement.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust proposed a new Schedule 22 for provision of Central Office Diversity Connections.</p>	M1 has no comment.



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S/N	Area	NLT's Proposed Changes	M1's Responses
17	Point-to-Point Connections	<p><b><u>Current Situation</u></b> Service is not provided under ICO. RLs procure the service from NetLink Trust through a customised agreement.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust proposed a new Schedule 23 for provision of Point-to-Point Connections.</p>	<p>M1 is of the view that the new Schedule 23 should indicate point-to-point circuit must be built without passing through the QP's infrastructure (Tie Cable). Essentially, it is a dark fibre Point-to-Point connection.</p>



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**Section B: NETLINK TRUST - KEY PROPOSED CHANGES FOR ICO SCHEDULES FOR IRS**

S/N	Area	NetLink Trust's Proposed Changes	M1's responses
1	Administrative Charge in Schedule 19	<p><b><u>Current Situation</u></b> Under Schedule 19, RLs must pay an Administrative Charge for processing withdrawal of any request. However, the charge is not reflected in Schedule 15.</p> <p><b><u>NetLink Trust's Proposed Change</u></b> NetLink Trust proposed to include this charge item in Schedule 15 for clarity.</p>	M1 has no comment.
2	Charge for Removal of Underground Equipment in Schedule 19	<p><b><u>Current Situation</u></b> Under Schedule 19, in the event that a RL does not remove its Underground Equipment due to a withdrawal request, unauthorised installation of Underground Equipment or upon expiry or termination of a Licence, NetLink Trust may remove the Underground Equipment and the RL must pay for all reasonable cost associated with its removal. However, the charge is not reflected in Schedule 15.</p>	M1 has no comment.



S/N	Area	NetLink Trust's Proposed Changes	M1's responses
		<p><b><u>NetLink Trust's Proposed Change</u></b>                      NetLink Trust proposed to include this charge item in Schedule 15 for clarity.</p>	
3	Common Service Ducts ("CSD") services	<p><b><u>Current Situation</u></b>                      CSD was designated as an Essential Service Facility under Interconnection Related Services in the TMCC. NetLink Trust is required under TMCC to offer CSD services to FBOs through a reference interconnection offer.</p> <p><b><u>Proposed Change</u></b>                      NetLink Trust proposed a new Schedule 21 for provision of CSD services.</p>	M1 has no comment.