



Office of Utility Regulation

Cable & Wireless Guernsey Limited
Service Level Agreements for Retail Leased
Circuits

Consultation Paper

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Office of Utility Regulation
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1. Introduction

The Director General of Utility Regulation is responsible for the regulation of the telecommunications sector in accordance with the Regulation of Utilities (Bailiwick of Guernsey) Law 2001 and the Telecommunications (Bailiwick of Guernsey) Law 2001. In carrying out her functions, the Director General wishes to ensure that she receives comments from all interested parties on relevant policy measures.

One of the aims of the liberalisation of the telecommunications market is to improve the level of service provided to customers through the introduction of competitive forces. Earlier in the year the Director General published an Information Note¹ which detailed the activities that had led to the publication by Cable & Wireless Guernsey Limited (“C&W”)² of its Reference Offer (“RO”) for Interconnection and Access. C&W’s RO sets out the terms and conditions on which competing operators can access the existing network and services of C&W. The Legal Framework document of C&W’s RO is supported by a number of detailed schedules including Service Level Agreements (SLAs) in Schedule 4. A schedule for SLAs was included in the RO in recognition of the fact that the level of service that a competitor can obtain from C&W will in turn define the level of service that the operator can offer to its own customers. In addition, in accordance with a Direction from the Director General, C&W have recently made available a copy of its Wholesale Leased Circuit Services Agreement which includes an SLA for this wholesale product.

SLAs for retail customers (i.e. end consumers) have become an important source of competitive advantage and a valuable commercial tool in competitive markets. SLAs provide a means for an operator to differentiate itself from competitors on the level of service quality it provides to its customers, as well as giving the customer a point of reference as to the level of service to be expected from the operator. In a competitive market the competitiveness or otherwise of an operators’ offering, including any retail SLA would be determined by the market itself. Within the local market however C&W is a dominant incumbent³ with the fixed telecoms market only recently being opened up to competition. Thus until such competition develops the Director General believes it is necessary to require minimum SLAs for some of C&W’s most critical retail services.

Due to the importance of Leased Circuits (also known as leased lines or private circuits) to businesses within the Bailiwick, the Director General is now undertaking a consultation on SLAs between C&W and its Leased Circuit retail customers and invites comments on the main issues identified in this paper. Whilst Leased Circuits represent the first product to be considered by the Director General, views are also sought on the priority for the introduction of SLAs for other products offered by C&W to assist the Director General in preparing the timetable for the development of the regulatory regime to protect consumers’ interests within the Bailiwick.

¹ Document No OUR 02/20 Reference Offer for Interconnection and Access Information Notice July 2002

² Cable and Wireless Guernsey Limited was formerly known as Guernsey Telecoms Limited and changed to its new name on 30th September 2002.

³ Document No: OUR 01/14 Decisions under The Telecommunications (Bailiwick of Guernsey) Law, 2001 Decision Notice and Report on the Consultation September 2001

This document does not constitute legal, technical or commercial advice; the Director General is not bound by this document and may amend it from time to time. This document is without prejudice to the legal position or the rights and duties of the Director General to regulate the market generally.

2. Consultation Procedure and Timetable

The consultation period will run from Monday 7th October to Friday 1st November, 2002. Written comments should be submitted before 5.00pm on 1st November, 2002 to:

Office of Utility Regulation,
Suite B1 & B2,
Hirzel Court,
St. Peter Port,
Guernsey GY1 2NH.

Email: info@regutil.gg

All comments should be clearly marked “Comments on Cable & Wireless Guernsey Limited’s Service Level Agreements for Leased Circuits”.

In line with the policy set out in Document OUR 01/01 – “Regulation in Guernsey; the OUR Approach and Consultation Procedures”, the Director General intends to make responses to the consultation available for inspection. Any material that is confidential should be put in a separate Annex and clearly marked so that it can be kept confidential.

The Director General regrets that she is not in a position to respond individually to the responses to this consultation, but she proposes to issue a response to the consultation in the autumn of 2002.

3. Structure of the Paper

This paper is structured as follows:

- Section 4 details the background to the consultation by describing C&W’s relevant licence conditions, C&W’s Leased Circuit services and the characteristics and objectives of good SLAs;
- Section 5 outlines the key features of an illustrative SLA for retail Leased Circuit service and highlights the areas upon which the Director General would particularly welcome the views of interested parties.
- Section 6 seeks comments from interested parties on C&W’s proposed Terms and Conditions for its retail Leased Circuit service.
- Section 7 seeks views on where effort should be concentrated to develop SLAs for other C&W products and services.

- Section 8 concludes by summarising the issues which respondents are asked to comment on and sets out the Director General's timetable for completing this project.

There are a number of supporting appendices upon which the Director General is seeking the views and comments of interested parties.

Appendix 1 contains a draft of an SLA for Retail Leased Circuits prepared by C&W.

Appendix 2 presents an illustrative SLA for Retail Leased Circuits drafted by OUR based on examples produced by operators in other jurisdictions and reflecting international practice.

Appendix 3 includes C&W's proposed Terms and Conditions for its retail Leased Circuit retail service.

In addition as noted above C&W have recently published its Wholesale Leased Circuit Services Agreement⁴ which includes a Schedule 4 presenting a service level agreement for wholesale Leased Circuits which interested parties may wish to review in order to comment on the issues raised in this paper.

The Director General particularly welcomes detailed comments on the contents and structure of these two SLAs and C&W's proposed Terms and Conditions.

4. Background

4.1. C&W's Licence Conditions

Condition 17 of C&W's Fixed Telecommunications Licence⁵ sets out in detail C&W's obligations with respect to consumer protection. In particular Condition 17.1 requires that C&W publish, in the manner specified by the Director General, the standard terms and conditions on which it provides each category of Licensed Telecommunications Services⁶ to subscribers and users. Condition 17.2 allows for the Director General to direct C&W to change its standard terms and conditions from time to time.

Condition 17.9 requires that C&W publishes a statement setting out the minimum service levels for users and subscribers in respect of each category of Licensed Telecommunications Services it offers and the compensation or refunds it will offer where service levels are not met.

Condition 17.10 of C&W's licence states that the Director General may consult publicly on the statement provided in accordance with Condition 17.9 and may also issue directions to C&W specifying any modifications or additions that she considers should be made to the statement. C&W is then required to republish the statement in the agreed form, in accordance with any directions as to publication made by the Director General.

⁴ Copies of the document are available from Steve Thomas, Director of Sales & Marketing at Cable & Wireless Guernsey. Tel: +44 (0) 1481 700700.

⁵ OUR Document No 01/18 Fixed Telecommunications Licence Conditions

⁶ i.e. the provision of any Telecommunications services to the public (other than Mobile telecommunications Services).

The Director General may from time to time issue further directions requiring modifications or additions to the statement and as to its re-publication and implementation.

4.2. Leased Circuits provided by C&W

C&W currently offers a variety of analogue and digital Leased Circuits⁷ for local, national and international use to retail customers. The majority of C&W's retail Leased Circuit customers are in the financial services sector. At the current time C&W has no standard Terms and Conditions for Leased Circuits and instead uses the "Notes to Customers" as shown on the back of the contract that is printed from C&W's fixed network billing system. In addition to the Notes to Customers however C&W has prepared a draft set of Terms and Conditions a copy which is included for information and comment in Appendix 3.

4.3. Purpose of SLAs

The Director General recognises that SLAs have become a valuable tool for setting and achieving high standards of customer service and can be used by a telco to differentiate itself in a competitive market. As such SLAs represent a formal agreement between a customer and a service provider and is part of the other contractual arrangements between the two parties, such as the Terms and Conditions. Whilst the Terms and Conditions describe inter alia, the types of services to be provided, the SLA documents the quality standards at which those services are to be provided. Effective SLAs comprise three critical components:

- A target for the quality of the service that is going to be provided;
- Details of how the quality of the service is going to be measured; and
- A mechanism to compensate the customer when the service provider fails to deliver the required quality of service.

5. Service Level Agreements – Key Features

5.1. Scope of SLAs

C&W has submitted to OUR a draft SLA for its retail Leased Circuit service which is included as Appendix 1 for information. C&W's SLA contains information under the following headings:

- Standard Service (including fault support); and
- Provision of Service

The Director General is interested to hear any specific comments interested parties have on any of these matters. Views are also welcome on whether consumers and users consider that the scope of the SLA proposed by C&W addresses their needs and concerns. Since providing this draft SLA C&W have also published a Wholesale Leased Circuit Service Agreement which includes a Service Level Agreement for the wholesale product. As suggested earlier interested parties may wish to consult this document prior to submitting their response to this consultation.

⁷ i.e. a fixed unswitched communication link between two points.

In addition the Director General has undertaken her own benchmarking research to identify the characteristics of retail Leased Circuit SLAs offered by operators in other European markets⁸. As a result of the benchmarking exercise she believes that C&W's SLA should address the following issues as a minimum:

- Service delivery;
- Repair services;
- Minimum availability; and
- Compensation.

Q5.1a Do respondents believe these issues to be appropriate for inclusion in C&W's SLA for Retail Leased Circuits? If not, please state why and explain the reasons for your answer.

Q5.1b Are there any other issues that should be addressed in the SLA? If so which and provide the reason why they should be included?

Whilst some of these areas are included in C&W's draft SLA the Director General does not believe that these have addressed in sufficient detail and other areas have not been addressed at all. Consequently an illustrative SLA addressing these matters has been drafted by OUR and is included as Appendix 2 for comment by interested parties. This format has been adopted as it better demonstrates the concerns of OUR and provides greater clarity than a descriptive text. It should be noted that OUR is not at this point suggesting that this SLA text be imposed on C&W, and C&W is free to develop its own SLA text to address the relevant issues in response to, or separate from, this consultation. In particular, detailed definitions and terminology in any final SLA should be consistent with C&W's own internal and existing processes and procedures.

The remainder of this Section summarises the standard SLA targets for each of the four criteria identified above (i.e. service delivery, repair services, service availability and compensation). Respondents are strongly advised to refer to the relevant section of Appendix 2 where a full text relating to each of these issues is provided. The targets have been proposed having regard to international practice, C&W's capability to achieve the targets and allowing for improvements over time.

5.2. Service Delivery

With respect to Service Delivery and based on experience in other jurisdictions the Director General proposes that C&W's SLAs for Leased Circuits should at a minimum include service level targets for:

- Guaranteed feedback times (time delay between the Order Intake and the time when C&W will then inform the customer of the receipt of the order and the Identification Number of the Leased Circuit), and
- Guaranteed provisioning interval (time delay between the Order Intake and the Service Delivery Date agreed between the customer and C&W).

⁸ Belgium, Netherlands and UK.

Q5.2a Do respondents believe these aspects of service delivery to be appropriate for inclusion in C&W's SLA for Retail Leased Circuits? If not, please state why and explain the reasons for your answer.

Q5.2b Are there any other aspects of service delivery that should be addressed in the Service Delivery Section of the SLA? If so, please state which and provide the reason why they should be included together with a justified target level.

Guaranteed Feedback Times

Tables 1 and 2 below show proposed target levels for guaranteed feedback and provisioning times respectively for inclusion in C&W's SLA which the DG considers are in line with practices in benchmark jurisdictions and should be readily achievable by C&W.

Table 1: Proposed Guaranteed Feedback Times

Type of Leased Circuit	First Feedback Time
Analogue Leased Circuits	2 Business Days
Digital Leased Circuits up to and including 2Mbit/s	2 Business Days
34 Mbit/s Leased Circuit	Project Based ⁹
140 Mbit/s Leased Circuits	Project Based

Q5.2c Do respondents agree with the proposed guaranteed feedback times? If not, why not and what should the targets be?

Guaranteed Provisioning Times

Benchmarking indicates that operators differentiate their provisioning times depending on the type of circuit ordered. The Director General considers this reasonable and proposes that C&W should adopt a similar approach.

Table 2 below sets out the target provisioning intervals that the Director General considers appropriate. These compare to the upper end of the benchmarks (i.e. the longer provisioning intervals) and the Director General considers that while they may be appropriate in the first SLAs, there should be scope for improvement over time.

⁹ Project Based means that each order is dealt with on an individual basis and the installation project plans and dates are set and mutually agreed by appointed project managers from the customer and from C&W.

Table 2: Proposed Guaranteed Provisioning Intervals

Product	M1020, M1025, M1040	64, 128kbit/s	Nx64kbit/s 2Mbits	34Mbit/s	140Mbit/s
Analogue Leased Circuit	20 Business Days				
PDH Leased Circuit		30 Business Days	30 Business Days	Project Based ¹⁰	Project Based
SDH Leased Circuit		30 Business Days	30 Business Days	Project Based	Project Based

Q5.2d Do respondents agree with the proposed guaranteed provisioning intervals? If not, why not and what should the targets be?

5.3. Fault Repair

Operators in other jurisdictions differentiate faults by determining the degree to which the service provided to the customer is affected. The Director General considers this to be a sensible approach and believes it should be adopted in C&W's SLA. As a result the Director General proposes that the SLA should include targets for:

- Feedback to customers in the case of service affecting faults (e.g. complete interruption of line);
- Target time to repair in the case of service affecting faults; and
- Target time to repair in the case of non service affecting faults (e.g. gradual quality degradation).

Q5.3a Do respondents agree with the proposed classifications and choice of targets to differentiate between service affecting faults and non service affecting faults? If not, please state why and explain the reasons for your answer.

Q5.3b Are there any other indicators relating to fault repair that should be addressed in the SLA? If so which and provide the reason why they should be included together with a justified target level.

Best practice in dealing with the repair of faults includes regular and timely communication between the customer and the retail service provider. Thus the feedback to customers concerning the confirmation of faults and the provision of regular updates contributes towards good customer care. In addition to the proposal that C&W informs the customer on the progress of the fault within one hour and then provides regular updates as agreed with the customer, the Director General proposes that C&W must ensure that every fault is acted upon by a technician with 30 minutes of receipt of the fault.

¹⁰ As before project based means that C&W will make firm commitments to the customer regarding the provisioning times which would have been mutually agreed. There would be compensation for non-performance of project based targets.

Table 3: Proposed Feedback to the Customer in the case of Service Affecting Faults

Maximum Intervention Time	First Information Time	Additional Information Time
½ hour	1 hour	As agreed with Customer

Q5.3c Do respondents agree with the proposed customer feedback times for service affecting faults? If not, why not and what should the targets be?

Proposed Target Times to Repair in the case of service affecting faults are shown in Table 4 below and reflect the ranges in other jurisdictions where there is a distinction based on the type of digital Leased Circuits service.

Table 4: Proposed Target Time to Repair in the case of Service Affecting Faults

Leased Circuit Type	Service	Guaranteed Repair Time
Analogue Leased Circuit	M1020/M1025/M1040	8 Working Hours
Digital Leased Circuits	64, 128, Nx64kbit/s	8 Working Hours
Digital Leased Circuits	2, 34, 140Mbits/s	8 Clock Hours

Q5.3c Do respondents agree with the proposed target time to repair for service affecting faults? If not, why not and what should the target be?

Proposed Target Times for Repair in the case of non service affecting faults are shown in Table 5. These targets are again based on international benchmarks.

Table 5: Proposed Target Time to Repair in case of Non Service Affecting Faults

Leased Circuit Type	Service	Guaranteed Repair Time
Analogue Leased Circuit	M1020/M1025/M1040	3 Business Days
Digital Leased Circuits	64, 128, Nx64kbit/s	
Digital Leased Circuits	2, 34, 140Mbits/s	

Q5.3d Do respondents agree with the proposed target times to repair for non service affecting faults? If not, why not and what should the target be?

5.4. Minimum Availability

The Director General intends to use minimum availability time on an annual basis in order to measure service availability this is a standard approach used in other jurisdictions. The availability of a Leased Circuit is defined as the percentage of time during a year which the line can be used¹¹.

Q5.4a Do respondents believe this to be an appropriate measure of minimum availability for inclusion in C&W's SLA for Retail Leased Circuits? If not, please state why and explain the reasons for your answer.

Q5.4b Are there any other measures of minimum availability that should be addressed in the SLA? If so which, and provide reasons why they should be included?

¹¹ Availability of leased line = 100% - (time unavailable during the year / total time in year)

In the benchmark jurisdictions the minimum service availability targets were in the range of 99.90% to 99.95%. Taking into account that C&W has installed a fixed network based upon a comprehensive network of physically resilient optic fibre cables linking all of C&W's main network nodes with a high level of redundancy and considerable spare capacity and that these rings provide high capacity resilient feeds to the major areas of the business community the Director General proposes to use a minimum availability time of 99.90%. This equates to the unavailability of the line for no more than 8.75 hours each year.

Table 6: Proposed minimum availability time (yearly basis)

Leased Circuit Type	Service	Minimum Availability Time
Analogue Leased Circuit	M1020/M1025/M1040	99.90%
Digital Leased Circuits	64, 128, Nx64kbit/s	
Digital Leased Circuits	2, 34, 140Mbits/s	

Q5.4c Do respondents agree with the proposed guaranteed availability target? If not, why not and what should the target(s) be?

5.5. Compensation

For those critical service level targets the Director General proposes that compensation for failure to comply with the relevant SLA target should be included. The Director General is therefore proposing to include compensation regimes for non compliance with the following targets:

- Provisioning in terms of delay after ready for service date;
- Service affecting repairs for all types of Leased Circuits; and
- Guaranteed minimum availability.

Q5.5a Do respondents agree that the SLA should contain these compensation conditions for non-compliance of the relevant service levels specified in the SLA? If not, please state why and explain the reasons for your answer.

Q5.4b Are there any other aspects of the SLA that should be linked to a compensation condition? If so which, and provide reasons why they should be included together with a justified penalty schedule.

Whilst the benchmarking exercise identified a number of different types of compensation schemes for non compliance with provisioning targets, each of the compensation regimes exhibited similar characteristics. For example, the compensation levels increased in percentage terms the greater the delay after the Service Delivery Date. The differences between benchmarked jurisdictions arose in the delay bands used (e.g. 1-5 days late), the incremental percentages of compensation applied (e.g. 10%, 20% and 50% etc) and the basis for calculation of the compensation (e.g. 10% of monthly rental or 10% of connection charge). The Director General therefore proposes to adopt a compensation regime for delays in provisioning which is consistent with other jurisdictions. The regime in Table 7 reflects the lowest levels of compensation based on monthly rental

charges from the benchmark jurisdictions and therefore there may be scope for increasing these compensation levels.

Table 7: Compensation on Provisioning

Delay after Service Delivery Date	Compensation
1 – 5 Business Days	25% Monthly Rental Fee
6 – 10 Business Days	50% Monthly Rental Fee
More than 10 Business Days	100% Monthly Rental Fee

Q5.4c Do respondents agree with the proposed compensation scheme for non-compliance with provisioning targets? If not, why not and what should the compensation be?

The benchmarking of the compensation regimes used for repairs to service affecting faults revealed the same rationale to the derivation of the compensation charge structure i.e. the longer the net repair time, the greater the compensation for the Customer. The Director General therefore proposes to implement the compensation structures for failure to comply with service affecting repair targets as set out in Tables 8 (analogue), 9 (PDH) and 10 (SDH).

Table 8: Proposed Compensation for Service Affecting Repair – Analogue Leased Circuits

Analogue M1020/M1025/M1040	Net Repair Time	Compensation
	8 to 12 Working Hours	10% of Monthly Charge
	12 to 16 Working Hours	15% of Monthly Charge
	16 to 24 Working Hours	20% of Monthly Charge
	24 to 32 Working Hours	25% of Monthly Charge
	32 to 40 Working Hours	30% of Monthly Charge
	>40 Working Hours	50% of Monthly Charge

Table 9: Proposed Compensation on Service Affecting Repair – PDH Leased Circuits

64, 128, Nx64kbit/s 2, 34, 140 Mbit/s PDH Leased Circuits	Net Repair Time	Compensation
	8 to 12 Working Hours	10% of Monthly Charge
	12 to 16 Working Hours	15% of Monthly Charge
	16 to 24 Working Hours	20% of Monthly Charge
	24 to 32 Working Hours	25% of Monthly Charge
	32 to 40 Working Hours	30% of Monthly Charge
	>40 Working Hours	50% of Monthly Charge

Table 10: Proposed Compensation on Service Affecting Repair – SDH Leased Circuits

	Net Repair Time	Compensation
2, 34, 140 Mbit/s SDH Leased Circuits	8 to 12 Clock Hours	10% of Monthly Charge
	12 to 16 Clock Hours	15% of Monthly Charge
	16 to 24 Clock Hours	20% of Monthly Charge
	24 to 32 Clock Hours	25% of Monthly Charge
	32 to 40 Clock Hours	30% of Monthly Charge
	>40 Clock Hours	50% of Monthly Charge

Q5.4d Do respondents agree with the proposed compensation plans for non-compliance with targets for repairs to service affecting faults? If not, why not and what should the compensation regime be?

Table 11 shows the proposed compensation scheme for non-compliance with the guaranteed availability of 99.90% i.e. the Leased Circuit would be unavailable for 8.75 hours each year. The Director General’s proposed compensation scheme adopts a similar structure as that used in the benchmark jurisdictions whereby if the Leased Circuit is unavailable for more 8.75 hours in a year, then the Customer would be entitled to compensation equivalent to 10% of the total yearly rental charge i.e. the same level of compensation would be available if the Leased Circuit was unavailable for 87.5 hours or 875 hours.

Table 11: Proposed Compensation on minimum availability (annually based)

Type	Service	Compensation
PDH Leased Circuit	64, 128, Nx64kbit/s, 2, 34, 140Mbit/s	10% of the Leased Circuit Yearly value fee ¹²
SDH Leased Circuit	2, 34, 140Mbits	

Q5.4e Do respondents agree with the proposed compensation regime for non-compliance with the minimum availability target? If not, why not and what should the compensation be?

6. C&W’s Terms and Conditions for Leased Circuits

As recognised at the outset of this consultation paper an SLA is an integral part of the contractual arrangements between the service provider and the service taker. It is essential therefore that the SLA for Leased Circuits is consistent with C&W’s Terms and Conditions for its Leased Circuits service. For example, if the proposals in this paper are adopted, then the definition of a fault in C&W’s draft Terms and Conditions will need to be amended to reflect the difference between a Service Affecting Fault and a Non-

¹² The yearly value fee of the Leased Circuit is calculated as follows:

- Monthly fee of the Leased Circuit applied during the last month of the availability measurement period x 12.

Service Affecting Fault. A draft copy of C&W's Terms and Conditions for Leased Circuits are included as Appendix 3 for information and comment. The Director General invites interested parties to respond to and comment on the content and structure of the draft Terms and Conditions prepared by C&W and included in Appendix A to this Consultation Paper.

7. Other Priority Services

The Director General is keen to receive feedback and guidance from consumers as to where the market believes OUR should focus its attention and prioritise its work programme in terms of requiring C&W to introduce SLA for other retail products and services. Competitive telecommunications markets have demonstrated that telcos are able to use SLAs as a means of differentiating themselves from the competitors and developing a sustainable competitive advantage. Consequently consumers in competitive markets are able to benefit from high quality of service from companies operating in those competitive markets.

As C&W is likely to remain the dominant incumbent operator for the foreseeable future the Director General believes it is necessary to use the regulatory regime to protect consumers' interests and ensure the provision of a quality service by C&W. The Director General therefore welcomes feedback from customers as to which elements of the retail market should be treated as priorities in relation to service levels.

Q7 Which segments of the telecommunications market should be treated as the highest priority?

8. Conclusion

In conclusion, respondents are requested to comment on the points raised in this document and on the contents of Appendices 1 and 2, for the proposed Service Level Agreements for Retail Leased Circuits provided by C&W. Respondents should express their preference and outline in detail the areas where amendments are considered necessary and the nature of such amendments.

Respondents are also requested to comment on C&W's proposed Terms and Conditions for Leased Circuits which are included in Appendix 3.

Finally respondents are asked to express their views on which other parts of the market they would like to see C&W develop and introduce SLAs to support their products and services.

The Director General proposes to publish her report on the consultation and, if applicable, direct C&W to make such changes as she considers necessary.

/ENDS