

# Exemption from the Undertakings given to BT by Ofcom pursuant to the Enterprise Act 2002

## Exemption and agreement 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) Access Services as referred to in the Undertakings has been established as Openreach since 22 January 2006;

(c) On 19 July 2007 Ofcom granted specified exemptions and agreements which included (inter alia) an exemption in relation to the MDA service on the terms therein set out;

(d) BT has requested a further exemption in relation to the MDA service and having considered BT's proposals Ofcom has decided to agree to its exemption request.

### NOW THEREFORE:

#### 1. Exemption

1.1 Ofcom and BT hereby agree pursuant to section 5.46.1c) that section 5.46.1 shall not apply to any AS inputs into any MDA service provided at any Westminster site.

1.2 For the avoidance of doubt, this Agreement shall apply to any MDA service provided as at the date of this Agreement or subsequent to this Agreement at any Westminster site which exists as at the date of this Agreement.

#### 2. Relationship to existing exemption

This Agreement supersedes the exemption agreement between BT and Ofcom dated 19 July 2007 in so far as it relates to the MDA service but in all other respects the exemptions and agreements in that exemption agreement dated 19 July 2007 shall continue in full force and effect.

#### 3. Definitions and interpretation

3.1 In this Agreement:

"MDA service" means BT Wholesale's Microconnect Distributed Antenna service;

"Westminster site" means those sites listed in the Annex to this Agreement.

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

3.3 References in this Agreement to section numbers are references to section numbers in the Undertakings.

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

3.4.1 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;

3.4.2 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;

3.4.3 the people providing the exempted services whilst working for AS, will not be deemed to work for the Upstream Division(s) or any of the Downstream Divisions, and hence section 5.35 will not apply.

#### 4. Effect

Unless otherwise stated, the provisions of 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 Theresa Brown

Position Director Wholesale Regulation

Date 15 April 2015

Signed for and on behalf of Ofcom

Signature 

Name Marina Gibbs

Position Competition Policy Director

Date 22 April 2015

## ANNEX

### Locations of MDA Sites in Westminster Area

| Site | Structure | Height | Address | Postcode  | Easting / Northing |
|------|-----------|--------|---------|-----------|--------------------|
| 1    | [X]       | 8M     | [X]     | SW1V 3[X] | [X]                |
| 2    | [X]       | 8M     | [X]     | SW1V 3[X] | [X]                |
| 3    | [X]       | 8M     | [X]     | SW1V 3[X] | [X]                |
| 4    | [X]       | 8M     | [X]     | SW1V 3[X] | [X]                |
| 5    | [X]       | 8M     | [X]     | SW1V 3[X] | [X]                |
| 6    | [X]       | 8M     | [X]     | SW1V 3[X] | [X]                |
| 7    | [X]       | 8M     | [X]     |           | [X]                |
| 8    | [X]       | 8M     | [X]     | SW1V 4[X] | [X]                |
| 9    | [X]       | 8M     | [X]     | SW1V 4[X] | [X]                |
| 10   | [X]       | 8M     | [X]     | SW1V 4[X] | [X]                |
| 11   | [X]       | 8M     | [X]     | SW1V 4[X] | [X]                |
| 12   | [X]       | 8M     | [X]     | SW1V 3[X] | [X]                |
| 13   | [X]       | 8M     | [X]     | SW1V 3[X] | [X]                |
| 14   | [X]       | 8M     | [X]     | SW1V 3[X] | [X]                |
| 15   | [X]       | 8M     | [X]     | SW1V 3[X] | [X]                |
| 16   | [X]       | 8M     | [X]     | SW1V 4[X] | [X]                |
| 17   | [X]       | 8M     | [X]     | SW1V 4[X] | [X]                |
| 18   | [X]       | 6M     | [X]     | SW1X 8[X] | [X]                |
| 19   | [X]       | 6M     | [X]     | SW1X 8[X] | [X]                |
| 20   | [X]       | 6M     | [X]     | SW1X 7[X] | [X]                |
| 21   | [X]       | 6M     | [X]     | SW1X 8[X] | [X]                |
| 22   | [X]       | 6M     | [X]     | SW1X 7[X] | [X]                |
| 23   | [X]       | 6M     | [X]     | W2 2[X]   | [X]                |
| 24   | [X]       | 6M     | [X]     | W2 2[X]   | [X]                |

|    |     |    |     |         |     |
|----|-----|----|-----|---------|-----|
| 25 | [✂] | 8M | [✂] | W2 2[✂] | [✂] |
| 26 | [✂] | 8M | [✂] | W2 2[✂] | [✂] |
| 27 | [✂] | 8M | [✂] | W2 2[✂] | [✂] |
| 28 | [✂] | 8M | [✂] | W2 3[✂] | [✂] |
| 29 | [✂] | 8M | [✂] | W2 2[✂] | [✂] |
| 30 | [✂] | 8M | [✂] | W2 2[✂] | [✂] |
| 31 | [✂] | 8M | [✂] | W2 2[✂] | [✂] |
| 32 | [✂] | 6M | [✂] | W2 2[✂] | [✂] |