

ITEM

210 **ADSL Access to Individual Line Service**

ITEM

210.1 **Service Description**

This service provides Asymmetrical Digital Subscriber Line (ADSL) service providers (ADSL Service Providers) with access to a residential or business individual access-line for the purpose of connecting the individual access-line to an ADSL Service Provider's ADSL equipment co-located in a Company serving central office. This will allow the ADSL Service Provider to provide an End-User, with high-speed asymmetrical digital data transmission over an individual access-line that is also receiving exchange service.

Because the Commission has forborne, in Telecom Regulatory Policy CRTC 2009-19, with respect to the regulation of this service as set out in that decision, the Company may also provide the service in this tariff at rates and on terms different from the tariffed rates and terms pursuant to an agreement entered into between the Company and a competitor that has been filed with the Commission for the public record.

N
|
|
|
|

Definitions

For the purposes of this Tariff item:

“*Asymmetrical Digital Subscriber Line (ADSL)*” means a technology that delivers high-speed digital data-transmission upstream to an End-User at a higher bandwidth (higher-speed) and downstream to an ADSL Service Provider at a lower bandwidth (lower-speed), on a common copper individual access-line. This technology allows the End-User to receive high-speed digital data transmission and individual-line exchange service simultaneously on the same access-line.

“*End-User*” means the ultimate user of ADSL as provided by an ADSL Service Provider on a residential or business individual access-line. The End-User can be either a customer of the Company or a Competitive Local Exchange Carrier (“CLEC”) for the provision of the residential access-line or a customer of the Company or a CLEC for the provision of the business access-line; or the End-Customer of a Reseller who is engaged in the resale of the access-line.

“*Residential individual access-line*” means exchange service that is provided by the Company or a CLEC to a residence customer (subject to the condition that the underlying facilities are provided by the Company (i.e. leased loop)).

“*Business individual access-line*” means exchange service that is provided by the Company or a CLEC to a business customer (subject to the condition that the underlying facilities are provided by the Company (i.e. leased loop)).

M
|

ITEM

210

ADSL Access to Individual Line Service - Continued

ITEM

210.2

Conditions of Service

M

1. This service is available in selected central offices as determined by the Company.
2. This service provides access only to residential or business individual exchange-service access lines as provided by the Company or the CLEC.
3. Before the Company will provide ADSL Access to Individual Line Service on an End-User's residential or business individual access-line, the ADSL Service Provider must provide the Company with a letter of authorization which has been completed by the End-User and which authorizes such access.
4. This service is subject to the availability of suitable facilities as determined by the Company.
5. Service will not be provided on an access-line where:
 - a. the distance of the local loop from the serving central office exceeds limitations;
 - b. excessive bridge taps or any loading coils are present; or
 - c. metallic continuity cannot be maintained.
6. Where it is necessary for the Company to install special equipment or to incur any unusual expense in order to meet the requirements of an ADSL Service Provider, an additional charge may be assessed based on the equipment installed or the unusual expense incurred.
7. The ADSL Service Provider's co-located ADSL equipment must be certified in accordance with former TCI General Tariff (CRTC 18001), Item 110, Attachments, or TCBC General Tariff (CRTC 1005), Item 200, Terminal Attachment Program, as applicable.
8. The Company does not guarantee a level of service performance for the high-speed digital data transmission provided by the ADSL Service Provider over the individual access-line.
9. ADSL access will only be provided for ADSL transmission as defined in Item 210.1, *Asymmetrical Digital Subscriber Line (ADSL)*. Reverse bandwidth transmission (lower-speed downstream, higher-speed upstream) will not be permitted.
10. Due to routine grooming and upgrading of the Company's telecommunications network, the Company does not guarantee ongoing ADSL access for any given individual access-line.

M

Moved to Page 210-3.

ITEM

210 **ADSL Access to Individual Line Service – Continued**

ITEM

210.2 **Conditions of Service – Continued**

11. ADSL access will only be terminated at the ADSL Service Provider's ADSL equipment co-located in the Company's serving central office. The co-location arrangements pertaining to the ADSL equipment are subject to the rates, terms and conditions of the applicable Company third-party co-location tariff. M
|
|
|
12. The Company's liability to the ADSL Service Provider or any third party including, but not limited to, Resellers and End-Users as a result of any claim, fine, demand, suit, action, cause of action, proceeding, loss, expense, liability, cost or damage of any kind or nature whatsoever, direct or indirect, regardless of the cause, arising out of or relating to this ADSL Access to Individual Line Service Tariff, for the operation of, or failure of ADSL Access to Individual Line Service or any part thereof shall be limited to the extent set out in General Tariff (CRTC 21461), General Terms of Service, Items 101 to 124. |
|
|
|
|
|
|
|
|
|
|
13. The ADSL Service Provider must:
 - a. indemnify and hold harmless the Company, its directors, officers, employees and agents from and against any and all manner of liabilities, awards, claims, demands, suits, proceedings, actions, causes of actions or other claims which may be brought or made against the Company or such persons, or which the Company or such persons may become subject to;
 - b. be liable to the Company, its directors, officers, employees and agents for any and all losses, costs, charges, damages and expenses whatsoever (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the Company or such persons, including costs as between a solicitor and his own client) which the Company or such persons may sustain, pay or incur;

as a result of, arising out of, or in connection with:

M
|
|

M – Moved to Page 210-3A.

ITEM

210 **ADSL Access to Individual Line Service – Continued**

ITEM

210.2 **Conditions of Service – Continued**

- c. any acts or omissions of the ADSL Service Provider in the use of ADSL Access to Individual Line Service;
 - d. any acts or omissions of the ADSL Service Provider in the furnishing or providing of services by the ADSL Service Provider to its customers including, but not limited to, Resellers or End-Users;
 - e. any failure of any ADSL Service Provider's equipment used in furnishing or providing of services by the ADSL Service Provider to its customers including, but not limited to, Resellers or End-Users; or
 - f. any service interruption, outage, failure or impairment including, but not limited, to service interruptions, outages, failures or impairments that arise during the connection or disconnection of the ADSL Service Provider's ADSL equipment to telephone lines of its customers.
14. The ADSL Service Provider will be billed for ADSL Access to Individual Line Service until the ADSL Service Provider requests termination of the service; even if the exchange service on the access-line has been suspended or terminated.
15. As a condition of service under this tariff, and in accordance with *Review of the Internet traffic management practices of Internet service providers*, Telecom Regulatory Policy CRTC 2009-657 ("TRP 2009 -657"), paragraphs 50, 66 and 104, customers employing Internet Traffic Management Practices (ITMPs) shall:
- a.) whether or not they are Canadian carriers, abide by the requirements of subsection 27 (2) of the *Telecommunications Act* with regard to any ITMPs they employ;
 - b.) abide by the disclosure requirements described in TRP 2009-657; and
 - c.) not use for other purposes personal information collected for the purposes of traffic management and not disclose such information.
16. The Customer is responsible for the installation, operation and maintenance of any equipment, apparatus or devices that the Customer or end-user provides and which is attached or connected to or used with the Company's facilities and or equipment. When, as a result of a service issue raised by the Customer to TELUS and at the request of the Customer to test the services provided by the Company, the Company completes testing activities and finds that there is no fault in the Company's facilities; or when a truck roll is required to an end-users premises and no trouble is found in the Company's facilities and/or equipment but such trouble continues to be present when the Customer-provided equipment is reconnected to the Company's facilities and or equipment, a charge as specified in CRTC 18002 Item 1820.3 (for Alberta) and CRTC 1005 Item 170.10 and Item 170.12 (for British Columbia) applies. If however, within a one week period, testing activities identify a fault with the Company's facilities, no charge will apply.

D

ITEM

210

ADSL Access to Individual Line Service – Continued

ITEM

210.3

Rates

The ADSL Service Provider shall pay to the Company the following rates and charges for ADSL Access to Individual Line Service.

1. Alberta Rates:

	Monthly Rate	Service Charge
ADSL Access to Individual Line, per line	\$ 2.00	\$ 75.30
Connection between the central office Main Distribution Frame and the Service Provider's co-located ADSL equipment, Connecting Link A	CRTC 18008 Item 215.4(d)	CRTC 18008 Item 215.4(d)

C

2. British Columbia Rates:

	Monthly Rate	Service Charge
ADSL Access to Individual Line, per line	\$ 2.00	\$ 75.30
Connection between the central office Main Distribution Frame and the Service Provider's co-located ADSL equipment, Connecting Link A	CRTC 1017 Item 105.D.3(d)	CRTC 1017 Item 105.D.3(d)

|