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Terms and Conditions

ITEM
101.1

General

1. Subject to the Terms and Conditions as set out in this Tariff, Part V of Telecom Decision CRTC 93-17 for service in Alberta, and Part VI of Telecom Decision CRTC 92-12 for service in British Columbia, Interexchange Carriers (“IXCs”) may:

- a. Interconnect their services and Facilities to any of the Company’s services and Facilities, subject to their availability; and
- b. except where expressly prohibited by the Company’s Tariffs, resell or share any of the Company’s services and Facilities, subject to their availability.

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2. The services in this Tariff are subject to the terms and conditions of the technical and operational arrangements specified within the following schedules, which are approved by the CRTC. These technical and operational arrangements, and any others which may be required, are open to negotiation between the IXC and the Company, and subject to the approval of the CRTC.

Schedule 1 Intercarrier Interface Specification

Schedule 2 Network Operations Procedures to Interconnected Switched Access Services

Schedule 3 Terms and Definitions

3. The provision of access services is further subject to the terms and conditions specified in the Agreement Specifying the Procedures of the Interexchange Carrier Group between the IXC and the Company (the “ILEC-IXC Agreement”), including the Appendices and Schedules, and in the PIC/CARE Access Customer Handbook described in the former TCI Carrier Access Tariff (CRTC 18008), Item 270.4.3, for Alberta and TCBC Tariff for Interconnection with the Facilities of Interexchange Carriers (CRTC 1017), Item 70 F.3, for British Columbia. The ILEC-IXC Agreement defines and determines the procedures for handling confidential information provided by the IXC to the Company and specifies procedures with respect to: the receipt and processing of orders from the IXC, interexchange carrier billing and network planning requirements and PIC information processing, in relation to services provided as a result of interconnection.

4. Insofar as they are reasonably applicable and not inconsistent with this Tariff, the Company’s General Tariff (CRTC 21461), and all other Company Tariffs, including any amendments to or replacements of them, extend and apply to this Tariff. The Company’s General Terms of Service, which form a part of the Company’s General Tariff, including any amendments to or replacements of them, apply to this Tariff with such modifications as circumstances require.

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5. Any facilities and services of the Company required by the IXC for the purposes of interconnection or Resale or Sharing may be acquired through any of the Company's Tariffs including this Tariff.
6. The provision of the connections outlined in this Tariff does not constitute a joint undertaking with the IXC in the furnishing of any service.
7. In the furnishing of such connections, the Company is not responsible to the IXC's End-Customers for end-to-end service. F
8. An IXC is considered to be the Company's customer for any connections provided pursuant to this Tariff.
9. Charges for Company Message Toll Service associated with any of the connections furnished to an IXC, that are incurred by the IXC's End-Customer, shall be billed to and payable by the IXC. |
10. Where it is necessary for the Company to install special equipment or to incur any unusual expense in order to meet an IXC's requirements, an additional charge may be assessed based on the equipment installed or the unusual expense incurred.
11. When an IXC cancels an application for service after the Company has incurred costs associated with the provisioning of the service, the IXC shall pay the Company all such costs.
12. An IXC will furnish or arrange to furnish to the Company, at no charge, adequate equipment space and electrical power required by the Company to provide the connections under this Tariff at the IXC's premises, or at the IXC's End-Customer's premises, as appropriate.
13. An IXC will also furnish or arrange to furnish to the Company, at no charge, any additional Facilities or protective apparatus that may be required to protect against any hazards associated with the particular nature or location of the connections.
14. In cases of End-Customer-provided equipment or Facilities, the interface with the Company's equipment or Facilities shall comply with former TCI General Tariff (CRTC 18001), Item 110 for Alberta and TCBC General Tariff (CRTC 1005), Items 170 and 200 for British Columbia.

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15. Pursuant to Telecom Order CRTC 95-185, appropriate charges as specified in the Company’s tariffs, will be attributed to the Company for service provided to its customers. F |
16. When an IXC offers shared tenant services, it must provide the Company with direct access, under reasonable terms and conditions, to tenants who choose to receive service from the Company rather than, or in addition to, service from the IXC. |
17. Prior to receiving service pursuant to this Tariff, an IXC must register with the CRTC and the Company.
18. Together with its registration, an IXC shall file with the CRTC a full description of its network, including information regarding the extent of owned and leased transmission facilities, and shall notify the Company of such filing.

ITEM
101.2

Network Changes

1. The Company does not make any representation that its equipment and Facilities are adapted or will remain adapted for use in connection with IXC-provided equipment or Facilities. F |
2. The Company reserves the right to change in whole or in part, the design, function, operation or layout of its equipment, apparatus, lines, Circuits or devices as it considers necessary. The Company shall not be responsible to an IXC or an IXC’s End-Customers for any of their equipment, apparatus, lines, Circuits or devices, either in whole or in part, which cease to be compatible with the Company’s Facilities or become inoperative because of such changes to the Company’s equipment, apparatus, lines, Circuits or devices. |
3. The Company will, however, provide each IXC with six months advance notice of minor changes and two years advance notice of major changes to the design, function, operation or layout of its equipment, apparatus, lines, Circuits or devices. When it is not possible to give each IXC the six months or two years notice, as the case may be, the Company will advise each IXC as soon as a decision to proceed with the change has been made. |
4. The Company will also provide each IXC with at least two years notice in writing of any changes in its network that could affect any of the interconnections or access arrangements contemplated in this Tariff. When it is not possible to give each IXC two years notice, the Company will advise each IXC as soon as a decision to proceed with the change has been made. |

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101.2**Network Changes - Continued**

5. The IXC shall not implement any change to its operations, services or network which would, in the reasonable assessment of the Company, materially affect the Company's operations, services or network, without the prior consent of the Company which shall not be unreasonably withheld. F |
6. The IXC will provide the Company with not less than six months advance notice of the changes equivalent to those noted in Item 101.2.3 above. |

ITEM
101.3**Network Outages**

1. The Company will provide each IXC with the earliest possible notice of all network outages affecting the operation of each IXC's network, respectively. |
2. The Company does not guarantee uninterrupted working of its service and/or equipment and shall not be liable to the IXC, or to any other entity, for any failure or delay in performance of any service provided pursuant to this Tariff, to the extent that such failure or delay is attributable to causes or results from events beyond the Company's reasonable control. Nothing in this shall extend the liability of the Company, specified in the Company's General Terms of Service, in the event of service problems. |

ITEM
101.4**Protection**

1. The characteristics and methods of operation of any Circuits, Facilities or equipment of an IXC, when connected to those of the Company shall not:
 - (a) interfere with or impair service over any of the Company's Facilities or the Facilities of any connecting carrier providing services to the Company's customers; |
 - (b) cause damage to the Company's plant; |
 - (c) impair the privacy of any communication carried over the Company's Facilities; or |
 - (d) create hazards for the Company's employees or the public. |

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101.4 **Protection - Continued**

2. If such characteristics or methods of operation are not in accordance with the preceding, the Company will, where practicable, notify the IXC that temporary discontinuance of the use of any Circuits, Facilities or equipment may be required. When prior notice is not practicable, nothing contained within this Tariff shall be deemed to preclude the Company from temporarily discontinuing forthwith the availability to the IXC of any Circuit, Facility or equipment if such action is reasonable under the circumstances. In cases of such discontinuance, the IXC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
3. During any period of temporary discontinuance of service caused by a trouble or condition arising in an IXC's operations, Facilities or network, no refund for interruption of service, as set forth in the Company's General Tariff Terms of Service, shall be made.