

SECTION 2-6: CARRIER PRE-SELECTION ACCESS SERVICE

1 THE SERVICE

The **Carrier Pre-Selection Access Service** is an inter-operator service which supports the circumstances such that an End User's National Services Basket or International Services Basket or both, are routed at the End User's election (but subject to Override) to the Access Seeker's system for further conveyance by the Access Seeker, as provided for in this Service Description.

Availability: Public telecommunications operators with the necessary individual licence for local fixed network services or for international services, or both (as the case may be) and one or more interconnection links.

Traffic: Local and/or international traffic (as the case may be) other than for excluded traffic.

2 DEFINITIONS

Capitalised terms not defined in this Service Description are defined in the Dictionary. Terms defined in this Service Description are specific to it.

Availability: Public telecommunications operators with the necessary individual license for local fixed network services or for international services, or both (as the case may be) and one or more interconnection links.

Carrier Pre-Selection Access Service means the service described in paragraph 1 and offered on the terms and conditions set out in this Service Description.

Code of Practice means the "Code of Practice on Carrier Pre-Selection" issued by the Regulator on 29 November 2005. **CPS Call** means a Pre-Selected Call other than an Override Call for which the Pre-selected Operator (being the Access Seeker) is a Licensed Operator other than Batelco.

CPS Call Origination means the carriage and handover by Batelco of a CPS Call in accordance with the terms of this Service Description.

CPS Customer means an End User to whom the Access Seeker provides a Pre-Selectable Service.

Customer Transfer Request means a valid Transfer Request presented to Batelco by a Batelco Customer in accordance with the Transfer Process.

Customer Consent means the valid written consent to a PreSelection Transfer by an End User.

Excluded Access Customer is defined in Annexure 2.

Excluded Call means a call of a type listed in Annexure 2 to this Service Description.

Excluded Service means an Excluded Call of a type listed in Annexure 2 to this Service Description and any service in respect of an Excluded Access Customer listed in Annexure 2 to this Service Description.

Incompatibility means a circumstance in which there is a technical obstacle that means Carrier PreSelection Service cannot reasonably be provided to the particular Access Seeker or End User or in respect of particular National Services or International Services.

Inter-Carrier Swapping is the process in which a Customer requests to migrate from one Licensed Operator (other than Batelco) to another Licensed Operator (other than Batelco) in respect of a Pre-Selectable Service.

International Services Basket means those outbound international calling services set out in Annexure 2 to this Service Description and for the avoidance of doubt does not include Excluded Services.

Invalid Transfer means a PreSelection Transfer:

- (a) which is not authorised by a valid Customer Consent; or
- (b) which resulted from a processing error.

National Services Basket means those local calling services set out in Annexure 2 and for the avoidance of doubt does not include Excluded Services.

Operator Transfer Request means a valid Transfer Request presented to Batelco by the pre-selected Operator in accordance with the Transfer Process.

Override means the facility by which an End User may override the Carrier PreSelection Service on a call-by-call basis, by dialling an access code, so that a call is carried by the network to which the End User is directly connected.

Override Call means a Telephone Call in which the Calling Party has used Override.

Pre-Selected Call means a Telephone Call falling within a PreSelectable Service and made by a CPS Customer from the exchange line in respect of which the CPS Customer has selected a PreSelectable Service from a Licensed Operator other than Batelco.

Pre-Selectable Service means:

- (a) the National Services Basket; or
- (b) the International Services Basket.

Preselected Operator means a Licensed Operator who has been selected by an End User at any given time to provide that End User with a PreSelectable Service.

Pre-Selection Transfer means one of the transfers described in clause 5.1.

Regulation means the statutory instrument published by the Regulator from time to time relating to Carrier Pre-Selection.

Reversal Request means a request to reverse a PreSelection Transfer as described in Annexure 1, or in the Regulation.

Traffic: Local and/or international traffic (as the case may be) other than for excluded traffic

Transfer Completion means the completion of the Transfer Process in respect of a particular Transfer Request.

Transfer Process means the process set out at Annexure 1 for handling Transfer Requests.

Transfer Report is the report which Batelco provides on Transfer Completion.

Transfer Request means (i) a written request; (ii) in the form prescribed by Batelco from time to time; (iii) received from a Batelco Customer or a Licensed Operator; and (iv) asking that Batelco implement a Transfer in order that a single, specified Licensed Operator becomes the Preselected Operator for provision to the End User of one or both Pre-Selectable Services.

3 TERMS

3.1 Prerequisites

The Access Provider shall not be obliged to supply the Carrier Pre-Selection Access Service unless and until:

- (a) either the In-Span Interconnect Link Service or the CSI Link Service is provided;
- (b) the parties have established a Point of Interconnection of which the parties agree the Access Provider will handover CPS Calls to the Access Seeker; and
- (c) the parties have successfully completed any pre-commissioning testing requirements set out in the Joint Working Manual.

3.2 Code of Practice

The parties shall use all reasonable endeavours to comply with the Code of Practice, provided that neither party shall be obliged to comply with any provision of the Code of Practice that is inconsistent with the Regulation.

3.3 Handover

The Access Provider must hand over Pre-Selected Calls to the Access Seeker:

- (a) at a Point of Interconnection; and
- (b) in accordance with the terms of this Service Description, the Supply Terms and relevant specifications notified by the Access Provider to the Access Seeker from time to time.

3.4 Conveyance

The Access Seeker shall convey Pre-Selected Calls from the Point of Interconnection to the Called Party such that on receipt of the initial digits of the Called Party's telephone number, the Access Seeker shall

- (a) immediately proceed to connect the calling party to the Called Party; and
- (b) procure that immediately on the called party answering, the Access Seeker's system shall immediately return to Batelco an address complete message immediately followed by an answer signal.

The Access Seeker is responsible for all arrangements for the conveyance from the Point of Interconnection to the Called Party. For the avoidance of doubt, this Service Description does not include any other services for the support of the obligations of the Access Seeker to provide such conveyance.

3.5 Echo Control

Echo control will be provided in accordance with the Joint Working Manual.

3.6 Provision of tones and Network announcements

- (a) In a manner and timetable agreed between the parties, the Access Provider will support signalling (the delivery of which is free of charge) to terminate the relevant call at the signalling level. The content of the release signal should wherever possible indicate the accurate reason for the termination.
- (b) If, notwithstanding the availability of signalling to terminate the relevant call, the Access Seeker may still request the Access Provider to divert the call to tones or announcements and the Access Provider may agree if it chooses and is able to do so;
- (c) An Access Provider:
 - (i) may not charge at all for tones and announcements until it has implemented the timetable in paragraph (a);

- (ii) may charge the Access Seeker for the delivery to tones and announcements under paragraph (b);
 - (iii) may charge the Access Seeker for the delivery to tones and announcements if the signalling is not supported by a third party network; and
 - (iv) may not charge the Access Seeker for the delivery to tones and announcements if the signalling is available to the Access Provider, but the Access Provider does not terminate the call through signalling (other than at the request of the Access Seeker under paragraph (b)).
- (d) Details of the requirements for information tones and network announcements will be set out in the Joint Working Manual.

3.7 Signalling interconnection

The transfer of signals to support the establishment, maintenance and clear down of the CPS Calls will be via the signalling interconnection specified in the Joint Working Manual.

3.8 Associated information signals

The CPS Calls will be handed over to the Access Seeker at the relevant Point of Interconnection with information signals provided in the associated signalling system. The format of information in the signals will be in accordance with ISUP specification set out in the Joint Working Manual.

3.9 Provision of CLI and calling information

The SS7 signalling provided by the Access Provider must include the provision of CLI information in a format which allows the Access Seeker to unambiguously derive the full PSTN Number of the Calling Party to the extent that the provision of such CLI information is capable of being supported by SS7 signalling.

The Access Provider will forward to the Preselected Operator the telephone number of the called party.

3.10 Nature of Switchports

Pre-Selected Calls will be delivered to the Access Seeker at 2.048 Mbit/s Switchports via a Point of Interconnection.

The Switchports will operate at 2.048 Mbit/s in accordance with the Joint Working Manual.

3.11 Send and receive speech levels

The send and receive levels for speech will be in accordance with the Joint Working Manual.

3.12 Calling number display

The parties will comply with the provisions relating to calling number display where set out in the Joint Working Manual.

3.13 Customer Billing

The Access Seeker is responsible for billing the Calling Party for the end-to-end CPS Call.

4 FORECASTING

4.1 Link Forecasts

The Access Seeker must supply forecasts for Interconnection Links in accordance with the Joint Working Manual.

4.2 Transfer Forecasts

The Access Seeker must supply monthly forecasts for Transfer Requests, in the form reasonably required by Batelco from time to time, which forecasts shall:

- (a) be updated quarterly; and
- (b) cover a period of twelve months.

5 PRE-SELECTION TRANSFER

5.1 Pre-Selection Transfer

Pre-Selection Transfer is the process by which Batelco will transfer an End User's Pre-Selectable Services to the Preselected Operator. Pre-Selection Transfer will be carried out in accordance with the Transfer Process. Each of Batelco and Access Seeker must comply with their obligations in the Transfer Process.

5.2 Undertakings

The Access Seeker shall use all reasonable endeavours to ensure that:

- (a) each time it submits an Operator Transfer Request to Batelco:
 - (i) it has a valid Customer Consent authorising the Transfer (which is not more than 30 days old);
 - (ii) it retains records of the Customer Consent in accordance with the Transfer Process;
 - (iii) the information in the Operator Transfer Request is correct;
 - (iv) the processing of each Operator Transfer Request, at the time it is lodged, does not breach any party's contractual or other rights;
 - (v) it has provided the End User with sufficient information to make an informed choice about transferring their Pre-Selectable Services, including informing the End User that:
 - A. other services including Excluded Services will continue to be provided by Batelco;
 - B. features available on their Pre-Selectable Services prior to the change may no longer be available after the change; and
 - C. the End User remains liable for any pre-existing charges and possibly termination expenses; and

(vi) it has complied with any applicable Code of Practice.

- (b) In respect of each Pre-Selection Transfer, the Access Seeker undertakes that it has obtained or used all reasonable endeavours to obtain the End User's acknowledgment that implementation of the Pre-Selection Transfer may mean that Incompatible Services cannot be supplied to the End User by the Preselected Operator.

5.3 Indemnities

- (a) In respect of each Pre-Selection Transfer, the Access Seeker releases Batelco from all liability to the End User or Access Seeker, and indemnifies Batelco against all costs, expenses, liability, loss or damage incurred or suffered by Batelco in conjunction with any claims, actions or proceedings against Batelco (including third party claims or claims by an End User) arising out of the following (to the extent that the liability is caused by the provision, transfer, suspension or cancellation of the Carrier Pre-Selection Service):

- (i) inability to provide Incompatible Services;
- (ii) cancellation of the Pre-Selection Transfer; or
- (iii) lawful suspension of the provision of the Carrier Pre-Selection Service.

- (b) Batelco may investigate the correctness of the warranties, and if it does so, Access Seeker must provide Batelco with evidence of the correctness of the warranties, including (but not limited to) providing the Customer Consent in accordance with the Transfer Process.
- (c) The Access Seeker indemnifies Batelco in respect of any loss, liability or cost incurred by Batelco (including third party claims) in connection with a breach by Access Seeker of the warranties in this paragraph 9.

6 CHARGES

The Access Seeker shall pay to the Access Provider the relevant Charges determined in accordance with Schedule 3 of this Reference Offer.

7 FAULT MANAGEMENT

7.1 CPS Operator to Provide

The Access Seeker must provide and prominently advertise and display to its Customers a 24 hour customer care and fault management service to each CPS Customer to which the Access Seeker provides Pre-Selectable Services.

7.2 CPS Operator to assess

- (a) The Access Seeker must not contact Batelco in respect of a fault reported by a CPS Customer to which the Access Seeker provides Pre-Selectable Services unless the Access Seeker has first undertaken fault diagnosis and concluded that a fault lies in the Batelco network.
- (b) If a CPS Customer contacts Batelco directly, or an Access Seeker contacts Batelco, in respect of a fault which lies outside the Batelco network then the Access Seeker must pay Batelco the charges set out in Annexure 3.
- (c) If the Access Seeker issues a trouble ticket in respect of a fault under paragraph (a) that in fact lies in the Batelco network, then the Access Seeker may invoice Batelco for a processing charge up to the amount identified by Batelco in accordance with paragraph (b).

7.3 Maintenance

Access Provider shall provide maintenance and support services in respect of each End User's direct exchange line in connection with the Carrier Pre-Selection Access Services in accordance with good industry standards to at least the service levels provided for all other direct exchange lines provided by the Access Provider.

8 SUSPENSION FOR ABUSE

- (a) In addition to its rights under the Supply Terms, Batelco may suspend or restrict the Access Seeker's use of the Carrier Pre-Selection Service in part if the Access Seeker materially fails to comply with a Code of Practice in respect of an End User or in whole (for new End Users) if the Access Seeker materially and repeatedly fails to comply with a Code of

Practice. A Code of Practice may be issued by Batelco from time to time or issued and/or approved by the Regulator from time to time. For the avoidance of doubt, a Code of Practice issued by the Regulator prevails completely over a Code of Practice issued by Batelco.

- (b) Batelco is not obliged to monitor use of the Carrier Pre-Selection Service, or to suspend, limit or cancel any aspect of the Service and whether or not Batelco does so, the Access Seeker remains liable for all uses of the Service. If Batelco suspends any Pre-Selected Service being used by a Batelco Customer who acquires a Pre-Selectable Service from another Preselected Operator, Batelco shall be under no obligation to notify the Preselected Operator prior to suspension.
- (c) If the Access Seeker fails to take appropriate action to Batelco's reasonable satisfaction in respect of the Access Seeker's obligations under this Service Description, Batelco shall have the right (subject to not less than seven (7) days' notice in writing to the Access Seeker, including a clear identification of the action Batelco reasonably considers appropriate in the circumstances, to suspend performance of such of its obligations under this Service Description as is reasonable in the circumstances (which may include, for the avoidance of doubt, suspending further processing of Transfer Requests).

ANNEXURE 1

TRANSFER PROCESS

Transfer Requests

1. Batelco shall commence the Transfer Process set out in this Annexure 1 as soon as reasonably practicable after receipt of either:
 - (a) a Customer Transfer Request received at a Batelco Customer Service Centre; or
 - (b) an Operator Transfer Request received by facsimile at Batelco's Services Management Unit (SMU).
2. A Customer Transfer Request or Operator Transfer Request must clearly and unambiguously set out the following:
 - (a) the customer's name, identification number and address;
 - (b) the circuit number of each telecommunications line affected by the Transfer Request;
 - (c) a statement to the effect that it is the customer's intention to make the specified Licensed Operator his or her Preselected Operator for one or both of the Pre-Selectable Services;
 - (d) a statement to the effect that the customer understands that he or she may have not more than one Preselected Operator for a Pre-Selectable Service.
 - (e) a statement to the effect that the customer understands that his or her choice of Preselected Operator may mean that certain service options or functions will not be available;
 - (f) a statement to the effect that the customer understands that they may be a charge for implementation of the Transfer Request.
3. Where Batelco receives a Customer Transfer Request for a Pre-Selection Transfer that would result in the Access Seeker becoming the customer's

Preselected Operator, Batelco shall within five (5) business days notify the Access Seeker of receipt of that Customer Transfer Request.

4. Where the Access Seeker receives a notice under paragraph 3, the Access Seeker shall within five (5) business days give Batelco notice of whether the Access Seeker accepts or rejects the proposed Pre-Selection Transfer.
5. Where the Access Seeker receives a request from a Batelco Customer for a Pre-Selection Transfer that would make the Access Seeker the customer's Preselected Operator, the Access Seeker shall within five (5) business days notify Batelco of receipt of that request by means only of an Operator Transfer Request.
6. Batelco shall not change any customer's Preselected Operator except in accordance with a Customer Transfer Request or Operator Transfer Request that is validated in accordance with the requirements of this Transfer Process.
7. Batelco shall not be required to process a Transfer Request in respect of a particular CPS Operator to the extent that the Transfer Request exceeds the number of requests in the relevant CPS Operator's forecast for the month, provided that Batelco shall use its reasonable endeavours to process a Transfer Request in any event using the resources available to it to the extent that it does not interfere with the processing of forecast requests or Batelco's processing of Customer Transfer Requests forecast by Batelco.
8. Batelco will notify the Pre-Selected Operator within 2 business days of completion of a Transfer Request.
9. Within five (5) business days following implementation of a Pre-Selection Transfer, the new Preselected Operator shall provide the customer concerned with notice in writing to confirm implementation of the Pre-Selection Transfer, which must clearly and unambiguously set out the following:
 - (a) the customer's name, identification number and address;

- (b) the number of each telecommunications line affected by the Pre-Selection Transfer; and
 - (c) the identity of the new Preselected Operator;
 - (d) the category of Pre-Selectable Services the Preselected Operator is preselected to supply;
 - (e) contact information for the Preselected Operator, including for assistance, fault reporting, complaints and reversal of the Pre-Selection Transfer;
 - (f) contact information for Batelco and notification that certain services will continue to be provided to the customer by Batelco;
 - (g) all relevant information regarding tariffs and billing, including any charges that will be billed in connection with the Pre-Selection Transfer;
 - (h) the terms and conditions on which the Preselected Operator will provide the relevant Pre-Selectable Services to the customer; and.
 - (i) instructions on how to use and details of the override code to make calls on Batelco's network in case of any failure in the Preselected Operators network.
10. Batelco may process a customer reversal request at any time. Within 5 business days of a Reversal, Batelco shall provide the customer concerned with notice in writing to confirm implementation of the Reversal Request.

ANNEXURE 2

NATIONAL SERVICES BASKET

The following is the initial list of services in the National Services Basket for the purposes of this Service Description for the Carrier Pre-Selection Access Service. This list may be modified from time to time by the Access Provider with the consent of the Regulator:

1. Real time voice and data calls from a PSTN Number to another PSTN Number

INTERNATIONAL SERVICES BASKET

The following is the initial list of services in the International Services Basket for the purposes of this Service Description for the Carrier Pre-Selection Access

Service. This list may be modified from time to time by the Access Provider with the consent of the Regulator:

1. Real time voice and data calls from a PSTN Number to a number in a country outside Bahrain

EXCLUDED CALLS

The following is the initial list of Excluded Calls for the purposes of this Service Description for the Carrier Pre-Selection Access Service. This list may be modified from time to time by the Access Provider with the consent of the Regulator:

1. calls to emergency services;
2. calls to short codes;
3. calls to flat-rate internet access services;
4. calls to a number range in the National Numbering Plan associated with special or premium rate services; and
5. calls which use or rely on any pre-paid or real-time authentication system of the Access Provider or a third party operator other than the Access Seeker.

EXCLUDED ACCESS CUSTOMER

The following is the initial list of Excluded Access Customer for the purposes of this Service Description. This list may be modified from time to time by the Access Provider with the consent of the Regulator:

1. A network termination point associated with a payphone;
2. A customer whose means of access includes a pre-paid account or a real-time authentication system of the Access Provider;
3. A customer with a line in relation to which any special needs or low usage arrangements are in place which have been allowed by the Regulator;
4. Customers directly connected to a Mobile Network;
5. Customers connected to Batelco's network with a PABX which utilises R2 signalling.

ANNEXURE 3

CHARGES

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
2-13.1	Carrier Pre-Selection General Set-up	8 Nov 2004	BD 10000	Per event, on receipt of Request for Carrier Pre-Selection Service
2-13.2	Operator Specific Set-Up Costs	8 Nov 2004	BD 2275	Per event, on establishing or re-establishing any interconnection in respect of Carrier Pre-Selection Service
2-13.3	Operator Support Costs	8 Nov 2004	BD 169	Per month, from establishment of any interconnection in respect of Carrier Pre-Selection Service
2-13.4	For Customer Transfer and/or Line Set-Up as set out in Service Description	8 Nov 2004	BD 2.536	Per event
2-13.5	For Incomplete Customer Transfer and Line Set-Up as set out in Service Description	8 Nov 2004	BD 1.27	Per attempt
2-13.6A	For Inter-carrier swapping, per attempt, payable by carrier A	8 Nov 2004	BD 0.418	Per attempt
2-13.6B	For Inter-carrier swapping, per attempt, payable by carrier B	8 Nov 2004	BD 2.536	Per attempt
2-13.7	For CPS Call Origination as set out in Service Description	8 Nov 2004	3.6 fils	Per min, calculated per second, subject to a surcharge as identified below
2-13.8	Cost recovery surcharge, in	8 Nov 2004	4.2 fils	Per min, calculated per second

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
	addition to charges payable under item 2-X.7			
2-13.9	Fault Handling as set out in the Service Description	8 Nov 2004	BD 3.983	Per event
2-13.10	Other Services	8 Nov 2004	Time and Materials as set out in Annex 1 to Schedule 3 of the Reference Offer	Per event