

REACH LTD.

**SUBMISSION IN RESPONSE TO IDA'S PUBLIC CONSULTATION
PROPOSED AMENDMENTS TO SINGAPORE
TELECOMMUNICATIONS LIMITED'S REFERENCE
INTERCONNECTION OFFER TO OFFER LOCAL LEASED
CIRCUITS AS A WHOLESALE SERVICE**

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ATTACHMENTS

Attachment 1 - Current SingTel LCC Terms and Conditions

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STATEMENT OF INTEREST

Reach Ltd. ("**REACH**") provides this submission in response to the Info-communications Development Authority of Singapore's ("**IDA**") Public Consultation *Proposed Amendments to Singapore Telecommunications Limited's Reference Interconnection Offer to Offer Local Leased Circuits as a Wholesale Service* ("**LLC Consultation**").

Our comments are made on behalf of our subsidiary, Reach International Telecom (Singapore) Pte Ltd. This entity is the holder of a Facilities Based Operator Licence ("**FBO**") in Singapore under which it supplies a broad range of products to other operators. Aside from an overarching interest in Singapore being a competitive telecommunications hub, REACH has a particular interest in the LLC Consultation as a competitor of Singapore Telecommunications Limited ("**SingTel**"). REACH also has a particular interest as a wholesale acquirer of LLC services from SingTel.

COMMENTS

Overview

In its decision of 16 December 2003 to mandate a SingTel wholesale LLC service (“**IDA Decision**”), the IDA restated its view that SingTel exercises Dominant Licensee control over access to LLCs within Singapore. Unlike in many other jurisdictions where the incumbent operator offers a wholesale LLC service or “carrier-to-carrier” LLC arrangements, the fact that SingTel did not offer a wholesale LLC product meant that its competitors were forced to acquire LLCs at or near SingTel’s retail prices. In turn, this meant that competing operators had to try to compete with SingTel for customers at the same retail price levels – thereby SingTel had created prime conditions to employ price squeezing tactics on its competitors for services which were dependent on LLCs for their delivery to both direct and indirect End Users. Accordingly, IDA decided that regulatory measures were necessary to enhance the provision of LLC services in both the Retail and Wholesale LLC Markets, and designated LLCs as a mandated wholesale service under the Telecom Competition Code (“**Code**”). SingTel was subsequently directed to amend its Reference Interconnection Offer (“**RIO**”) to accommodate a mandated wholesale LLC service at “retail-minus” prices determined by the IDA.

REACH maintains that, in its proposed amendments to its RIO, SingTel has not made any proposals to incorporate LLCs as a mandated wholesale service. Instead, SingTel has largely just added the words “or Wholesale Services” to the general RIO terms under which it is required to offer Interconnection Related Services (“**IRS**”), and duplicated the RIO terms of existing individual IRS as the basis for a mandated wholesale LLC service – making no distinction between mandated wholesale services and an IRS. As there are in fact significant differences between a mandated wholesale service and an IRS, SingTel has failed to propose amendments to incorporate LLCs as a mandated wholesale service as directed by the IDA.

REACH does not consider it correct or appropriate for the mandated wholesale LLC service to be incorporated into the RIO under the same terms as an IRS. The purpose of incorporation of an IRS into the RIO is to codify the terms and conditions of services arising from the specific need to interconnect the networks of competing licensees - a need which largely did not exist before the introduction of competition in the Singapore telecommunications market. The purpose of the mandated wholesale LLC service is simply to effect a regulated wholesale price for an existing retail service – with pre-existing terms and conditions which by and large, other than in relation to the wholesale price, should not change. The SingTel RIO proposal to apply IRS-like terms and conditions to a mandated wholesale LLC service would alter the manner in, and the terms under, which the service would be provided to such a significant degree that it could no longer be regarded as the same LLC service.

The IDA’s decision to mandate a wholesale LLC service – rather than designate LLCs an IRS immediately - also underlines the distinction between a mandated wholesale service and an IRS. Paragraph 17 of the IDA Decision identifies the interim measure of designating SingTel’s LLCs as a mandated service under the Code as distinct from an IRS. Clearly, IDA views a mandated wholesale service as different from an IRS – otherwise IDA would not have distinguished the interim LLC arrangements as a

mandated wholesale service from the proposed longer-term measure of designating SingTel's LLC tail circuits as an IRS under the Code following the interim period¹.

Furthermore, IDA goes to some lengths in paragraph 2 (pertaining to sub-section 7.2.7.1) of its amendment to the Code, dated 19 July 2004, directing SingTel to offer a mandated wholesale LLC service ("**Code Amendment**") to stress that SingTel must provide the wholesale LLCs in a timely and non-discriminatory manner and that the LLCs be of the same quality and with the same characteristics as SingTel supplies to its End Users. Given that, for example, the IRS terms which SingTel proposes for mandated wholesale LLCs in the RIO will very significantly extend the current LLC provisioning times for Requesting Licensees (while SingTel's End Users will continue to enjoy the current provisioning times), SingTel's RIO proposals clearly do not conform with the Code Amendment.

REACH does not believe that it was the IDA's intention that the IDA Decision should result in the swapping of one SingTel bottleneck impediment to competition in the Singapore telecommunications market for another equally restrictive SingTel impediment. However, while the IDA Decision may reduce the price at which competing carriers can acquire LLCs from SingTel, if LLCs are treated as an IRS as proposed by SingTel, LLC provisioning times will lengthen from the current norm of 13 working days (or three working days for the SingTel express service) to over six weeks (with no option of an express service). As provisioning times are equally as important to competing carriers' customers as prices (where prices do not differ significantly, a shorter service provisioning time is generally the deciding factor for competing carriers' customers), the increase in LLC provisioning time under the proposed SingTel RIO IRS terms and conditions will seriously damage other operators' abilities to compete with SingTel – while SingTel can self-provide LLCs to its End Users in a far shorter timeframe.

If SingTel were allowed to incorporate the mandated wholesale LLC service into its RIO on the same terms as an IRS, not only will the LLC market remain constrained and uncompetitive – with the negative flow on effects to other markets in which LLCs are an essential input for the delivery of competitive services – but SingTel would undoubtedly leverage such a miscarriage into other telecommunications markets. For example, the IDA is currently reviewing a request from SingTel for exemption from Dominant Licensee obligations in the International Capacity Services ("**ICS**") Market, and has identified the lack of competitive wholesale access to reasonable prices LLC's as a major (but not the only) barrier to competition in that market. If IDA were now to allow SingTel to treat mandated wholesale LLCs as an IRS, SingTel could claim that this pricing barrier no longer existed – providing unjustified support for its claim for Dominant Licensee obligations to be lifted in the ICS market – while at the same time introducing different impediments into the LLC market which just as effectively (or even more effectively) cripple competition in both the LLC and ICS markets.

¹ In light of the restrictive nature of SingTel's RIO proposals for mandated wholesale LLCs as an IRS and the impediment such provisioning proposals will create for competition, REACH believes that the IDA should reconsider whether to designate LLC tail circuits as an IRS at the end of the interim period. The competition process would be better served if these circuits continued to be designated as mandated wholesale services.

Given REACH's experience in acquiring existing IRS from SingTel under the RIO, REACH has no doubt that SingTel would use every clause, opportunity, and nuance of interpretation it builds into its RIO to frustrate, delay, and deny the timely provision of LLCs to its competitors if mandated wholesale LLC service is treated as an IRS in the RIO. Other than as they may relate to the introduction of "retail-minus" pricing for wholesale services, there already exist a full set of terms and conditions in relation to LLCs. REACH, therefore, maintains that it would be inappropriate, unnecessary, and highly damaging to the competitive process if a different set of wholesale terms and conditions are introduced in the RIO. At worst, if wholesale LLC terms and conditions must be incorporated in the RIO, they should be the same as apply for retail LLCs – subject to any necessary and appropriate amendments to accommodate IDA's directions for wholesale pricing, access, co-location, and resale, etc.

SingTel has, in its RIO proposals, also tried to reduce the periods for which the mandated wholesale LLC will be effective by at least six months. First, SingTel maintains that the proposed RIO schedules and mandated wholesale LLC offer commenced on 20 July 2004 (the date on which the Code Amendment was gazetted) – paragraph 11.1 of Schedule 7A. Allowing time for completion of the LLC Consultation and implementation of its conclusions, plus a minimum 30 Business Days prior notification of service requirement, this would erode some four months of the mandated wholesale LCC offer period before a single LCC would be connected under wholesale pricing. This assumes that the LLC order is even accepted given the SingTel imposed limitation of processing only five requests a day, and a maximum of 20 requests a week from all Requesting Licensees (paragraph 2.6 of Schedule 7A), and that the Project Study required by SingTel went smoothly (section 3 of Schedule 7A). SingTel also proposes, for administrative reasons, not to process any requests received less than 60 business days prior to expiry of the LCC offer term (paragraph 2.4 of Schedule 7A) – approximately three months before the end of the IDA determined periods. The combined effect of these proposals is to reduce the mandated wholesale LLC offer period by nearly seven months. Again, REACH does not believe that it was IDA's intention that SingTel be allowed to manipulate the period for which the mandated wholesale LLC service should be available to SingTel's benefit when implementing the service.

It is also unclear from the SingTel RIO proposals whether SingTel contemplates allowing the resale of LLCs by Requesting Licensees to other Licensees for the provision of services to the latter's End Users.

Specific RIO Points

Without prejudice to REACH's comments above that the mandated wholesale LLC service should not be incorporated into the RIO under terms and conditions similar to those for IRS, REACH sets out below brief comments on some of the more significant points associated with SingTel's proposals to incorporate the mandated wholesale LLC into the RIO as an IRS. These comments are without limitation, and are in many instances are common to all of the SingTel proposed new and amended RIO schedules.

Alignment with Code Amendments

- SingTel's RIO proposals do not align with paragraph 7.2.7.1 in the Code Amendment which requires that the provision of wholesale LLCs by SingTel should be timely, non-discriminatory, and of the same quality and characteristics that SingTel supplies to its End Users. The RIO proposals do not provide for timely and non-discriminatory provision of LLCs or for supply of LLCs in a similar manner as SingTel would supply its End Users.
- Further, REACH considers that SingTel should be required to provide LLCs not just in a similar manner in which it would supply to its End Users, but in a manner which is non-discriminatory from the way in which SingTel self-supplies LLCs

Schedule 7A – Full Circuit LLC (“FLLC”)

- Para 1.1 – Defines FLLC as for the carriage of digital communications. While it is unlikely that FLLCs will be used for other than digital communications, this limitation to digital communications appears both restrictive and unnecessary. SingTel should be required to supply all types of LLC as directed by the IDA.
- Para 1.1 – Clarification is required that resale is allowed as required by paragraph 7.2.3 of the Code Amendment – i.e. that connection to an End User includes the End User of another Licensee to whom RL the may have resold the LLC.
- Para 1.4(a) – SingTel has designated SingTel FM sites as excluded sites, and SingTel will not provide FLLC service to these sites. As customers of Requesting Licensees (“RLs”) may have FM business with SingTel and require LLC connections to a SingTel FM site, SingTel's FM sites should not be designated as excluded sites.
- Para 1.4(a) – Premises not owned or leased by the RL or End User are designated as excluded sites. There appears to be no reason for this exclusion, and there will be instances where End Users, particularly when first establishing themselves, occupy rented rather than leased or owned premises – and RLs would be prevented from acquiring wholesale FLLCs to these premises.
- Para 1.4(b) – SingTel will only provide FLLC to pre-notified RL sites. Clarification of the pre-notification requirements is needed, as is clarification of arrangements for notification of changes – particularly lead times.
- Para 1.5 – SingTel will have sole discretion concerning the means of delivery (including routing) of the FLLC service, and it shall be provided no less favourably than the routing SingTel provides to its own customers. To be non-discriminatory, REACH believes that SingTel should be required to provide the FLLC service using routing no less favourable than it uses for self-provision of these LLCs – as there may be a difference in the standard SingTel applies for third party provisioning and the standard for LLCs SingTel uses to provide its own services.

- Para 1.8(b) – If SingTel fails to meet any timeframes, any remedy payable to the RL will be limited to a credit of the associated SingTel recurring charges. This is insufficient both as fair compensation and as a deterrent to SingTel overrunning provisioning timeframes. The remedy should provide for fairer compensation and act as an effective deterrent. This would also be more in line with paragraph 3.4 of Part 1 of the main RIO which requires the RL to fully indemnify SingTel on demand “for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by SingTel...”
- Para 1.8(c) – Looks to limit the RL to the above remedy and for the RL to forgo any right to further action.
- Para 2.2 – Requires a RL to provide SingTel with a FLLC Activation Request (“**FLAR**”) no less than 30 Business Days prior to the requested activation date. This period is far in excess of the current normally experienced LLC provisioning time of 13 Business Days, and three Business Days for SingTel’s express service (see SingTel standard LLC service request form at Attachment 1 which states within three weeks for normal provisioning and three days for express provisioning). SingTel’s RIO proposals do not include an express service. REACH does not believe that there is any justification for SingTel to change its LLC provisioning times simply because a wholesale price has been mandated.
- Para 2.4 – SingTel proposes that, for administrative reasons, it will not accept FLARs for processing if submitted less than 60 Business Days before the end of the respective mandated wholesale LLC service term periods. No explanation has been given regarding the administrative reasons SingTel cites or rationale provided why this should justify rejection of FLARs – this proposal effectively reduces the term periods by three months.
- Para 2.6 – SingTel proposes to limit the number of FLARS accepted from all RLs to five a day and 20 a week. SingTel does not provide any justification for this, and REACH cannot see a reason for imposing any such limit simply because RLs place their orders under the mandated wholesale LLC service instead of the existing retail LLC service.

REACH is however aware that currently LLC requests from RLs are received and managed by individual RL account managers in the Customer Service function within SingTel. In contrast, requests relating to existing IRS are handled by the Network Integration & Interconnection Group (“**Network Group**”) within SingTel. REACH believes that this Network Group has far fewer staff than the corresponding Customer Service function, and REACH’s past experience of this Network Group is that the level of service provided is far lower than REACH currently experiences with its SingTel Customer Service account manager. Consequently, REACH anticipates that it would not receive the same standard of service as SingTel’s LLC End Users would should the mandated wholesale LLC service be treated as an IRS under the RIO.

- Section 3 – Project Studies are not required currently for the provision of LLCs, and REACH cannot see why they should now be required just because of the

introduction of a mandated wholesale LLC price – REACH is not aware of any proposal by SingTel to now require Project Studies before provisioning its retail customers. REACH considers that this is just another blatant example of SingTel attempting to make the wholesale LLC provisioning process as complex, complicated, and prolonged as possible, while providing as many opportunities as possible for SingTel to find excuses to reject LLC requests from RLs.

REACH notes the string of “reasons” in paragraphs 3.2, 3.3, and 3.4 for which SingTel can effectively reject a LLC request from an RL. In most cases, these reasons are founded on SingTel’s “reasonably anticipated requirements” or what SingTel “reasonably determines” without recourse to any other body. If mandated wholesale LLC service were to be incorporated into the RIO as an IRS, the RL should have an expedient means of challenging SingTel’s reason for rejecting a LLC request.

REACH’s past experience of SingTel is that for existing IRS, if there is a “Project Study” or similar SingTel review period, then SingTel will use the full period allowed for the study before advising the RL that the request has been rejected – even if SingTel is aware early on that it will reject the RL’s request. This SingTel practice reduces the time available to the RL to arrange an alternative (and the RL is highly likely to have a time-sensitive customer waiting). Also, another SingTel tactic is to wait until the end of the study period before advising the RL that a minor non-critical piece of information was omitted from the RL’s request, and the RL has then to re-submit its request – re-setting the processing clock to zero.

- Para 4.2 – If an RL requests a deferral, SingTel can reject this request and charge a cancellation fee. The charge of a cancellation fee seems unjustified if the requested deferral is within the period SingTel would normally grant a deferral as it is SingTel’s decision to cancel the request (and SingTel would also charge extra for granting a deferral).

Further, rejection of a deferral request, at SingTel’s sole discretion, would require the RL to re-submit its request for a LLC – once again, starting the application process from scratch.

These provisions will be particularly damaging to RLs - whose customers often amend their requirements over time. Given that SingTel proposes such a long FLAR notification and process period, it would be surprising if most RLs’ customers do not request some sort of variation during this period (either minor timing or capacity variations). It is highly likely that most requests would fall foul of either this proposed deferral penalty/denial or the similarly anti-competitive variation restrictions in Section 5.

- Para 4.4 – SingTel can refuse to supply FLLCs if it believes the end points to be non-conforming. Again, RLs should have a means of challenging SingTel’s sole discretion regarding such matters.
- Paras 5.1 & 5.2 – SingTel can re-route LLCs at will and without explanation, causing service disruption to RLs.

- Para 5.3 – If an RL requests relocation of an LLC or a change in bandwidth, SingTel will treat this as a termination (and impose termination charges) and a new request for LLC service (which means that the RL has to start the whole request process again, with the associated prolonged processing times). This again is a particularly damaging and anti-competitive requirement as it is common for RLs’ customers to upgrade their bandwidth requirements as their circumstances dictate – and they generally require the upgrades in shorter timeframes that the RIO proposals allow. There are currently no such restrictions on LLC upgrades, and this proposal would appear to unfairly discriminate against RLs as REACH is not aware of any SingTel initiative to impose similar restrictions on its own End Users.
- Section 6 – the SingTel proposed RIO requirements pertaining to deactivation are again damaging, discriminatory and anti-competitive. The RIO proposals require 25 Business Days notice of a request for deactivation of an FLLC, and if the RL requests deactivation during the minimum term (one year – something which REACH also comments on below) then the RL remains liable for the recurring charges for the remainder of the term. This is a major issue. REACH has commented above that RLs’ customers often upgrade their bandwidth requirements as their circumstances change. If today, for example, a customer of a RL wished to upgrade its bandwidth from 2Mbps to 10Mbps, SingTel would normally just make a one month charge for the 2Mbps circuit in lieu of notice as the customer will continue to take service, indirectly, from SingTel – and at a higher capacity and charge. REACH believes that SingTel will continue to treat its End Users in this manner, and does not believe that the mandating of a wholesale LLC price is justification for SingTel to treat its wholesale customers any differently.
- Para 7.3(a) – Unless SingTel’s definition of End User includes another Licensee’s End User, the restriction which SingTel proposes here on resale of LLCs appears contrary to the IDA’s requirement in paragraph 7.2.3 of the Code Amendment to allow the resale of LLCs to other Licensees for the purpose of enabling the Licensees to connect to the End Users’ sites. The IDA’s requirement does allow the resale of LLCs “as is” for this purpose, and there will be many occasions where an RL will resell LLCs to other Licensees “as is” for connecting their End Users to, say, the international capacity services which the RL is also providing.
- Para 7.4 – Requires RLs to pay SingTel for any additional costs which SingTel incurs beyond the normal costs of provisioning LLCs. While this does not seem unreasonable in principle, SingTel does not provide any indication of what it considers the cost of normal provisioning of LLCs. Therefore, RLs will not be able to assess whether the level of additional charges is reasonable.
- Para 8.2 – Requires the RL to obtain the permission of the End User to allow SingTel to access the End User’s site. This does not appear to be an unreasonable request, but it can be open to abuse. Where the End User is a customer of a Licensee to whom an RL resold LLC services, despite reasonable endeavours of the RL to ensure that the End User will admit SingTel to its site, it is inevitable that communication breakdowns occur occasionally. On these occasions, SingTel may not be able to gain immediate access on all site visits.

Such instances should not, especially during the provisioning period, be considered non-conformance with SingTel's procedures – requiring the LLC request process to be wound back to the beginning and the 30 Business Days prior notice clock restarted.

- Para 11.1 – The SingTel RIO proposals state that the term of the mandated wholesale LLC service commenced on 20 July 2004. As REACH has commented in the overview above, this proposal coupled with implementation issues, notification periods, and the cut-off for accepting requests no later than 60 Business Days prior to the end of the term, effectively reduces the periods for which the mandated wholesale LLC offer is available by over six months. REACH does not believe that the Ministry of Information, Communications and the Arts (“MITA”) or the IDA intended that SingTel should be in a position to effect such a reduction in the term of the LLC offer.
- Para 11.2 – The SingTel RIO proposals require RLs to contract for its FLLC service for a minimum period of one year. While current LLC terms are generally for an initial period of one year, they are renewable on a monthly basis thereafter. SingTel's proposals would remove this flexibility which is currently available to RLs' customers by requiring these customers to contract for a further year immediately upon completion of the first year – while SingTel's End Users would continue to enjoy the flexibility of a monthly roll over. The current LLCs contracts can also be terminated at one month's notice during the initial contract period. The SingTel RIO proposals would again appear to be discriminate in favour of SingTel and its End Users.
- Section 12 – The SingTel RIO proposals for the circumstances under which SingTel can suspend service allow SingTel a great deal of latitude, and no effective check. REACH suggests that, if mandated wholesale LLC service were to be treated similarly to IRS under the RIO that;
 - SingTel be required to provide RLs with service free of charge for a period equal to the length of the period of service suspension.
 - If wholesale LLC service cannot be provided then, equally, it should not be possible to provide retail LLC service, and SingTel should not discriminate in favour of itself or its End Users in restoring service.
- Section 13 – Again, SingTel is allowed a great deal of freedom under the RIO proposals for termination of service, and RLs should be allowed a means of challenging SingTel's decisions. Further, the proposal to allow only five days to remedy a breach is insufficient – 14 days would be more appropriate.
- Annex 7A-1 – SingTel seeks to impose a condition that network terminating equipment must be separately purchased or leased from SingTel. As REACH understands that SingTel no longer offers an option of leasing terminating equipment, this condition is misleading as terminating equipment can now only be purchased from SingTel. REACH also questions whether the prices SingTel will charge for terminating equipment are fair.

Schedule 7B – Tail Circuit LLC (“TLLC”)

N.B. Points relevant to Schedule 7B which have been covered under the comments on Schedule 7A above have not been repeated here.

- Para 13.2 – If SingTel decides to close a SingTel Co-Location Site, an RL’s cost associated with the closure of the site should be borne by SingTel rather than the RL. As a minimum, SingTel should be responsible to actually find a suitable alternative site for the RL rather than just using reasonable endeavours – which can be very subjective.

Schedule 8E – Co-Location of TLLCs

N.B. Points relevant to Schedule 8E which have been covered under the comments on Schedule 7A above have not been repeated here.

- Para 3.5 – The SingTel RIO proposals do not place any obligation on SingTel to place the same RL’s Co-Located Equipment adjacent to each other. While SingTel proposes to use reasonable endeavours to accommodate reasonable requests from RLs, RLs have no means of challenging SingTel’s decision to spread an RL’s equipment throughout a building. Apart from the operational difficulties this would impose on the RL, REACH suspects that SingTel would also levy additional in-building wiring charges.
- Section 4 – While REACH appreciates that Project Studies may be necessary to provide Co-Location Space, such studies should be undertaken only when necessary (as Co-Location Space may have been identified previously), reflect reasonable requirements, and be conducted in a timely manner.
- Paras 6.2 & 6.3 – The proposed SingTel RIO gives no indication of the in-building wiring and distribution frame charges which SingTel would impose.
- Para 7.1 – The proposed SingTel RIO imposes a minimum two year licence period for Co-Location Space. While REACH disagrees with the minimum term periods which SingTel has proposed for LLCs, these are shorter than the minimum period for Co-Location Space licences. REACH suggests that the minimum period for Co-Location Space licences be the same as those for LLCs.

CONCLUSION

It is clear from the RIO proposals to incorporate LLCs as IRS that SingTel has attempted to implement mandated wholesale LLCs service in a manner which will enable it to continue to leverage an unfair and anti-competitive advantage from its stranglehold over LLCs – for which there are very limited or no competitive alternatives. REACH is unsure whether MITA and IDA fully appreciated the implications and effect of requiring SingTel to incorporate mandated wholesale LLC services in the RIO – that SingTel would go to

such extremes to try to prevent this service becoming effective in the promotion of competition in the Singapore telecommunications market. To allow mandated wholesale LLC services to be incorporated into the RIO as a IRS would be to simply exchange an LLC pricing barrier to competition with a provisioning and timing barrier – and competitive licensees would remain as constrained in their ability to compete with SingTel in the provision of services for which LLCs are a critical input as they are today.

REACH believes that the IDA's mandated wholesale LLC service objectives and proposals are quite straightforward, and that these proposals should be implemented through an equally straightforward means. Essentially, all that IDA has proposed is a reduction in LLC prices to create a wholesale product offering, and the other terms and conditions associated with LLCs should not change – other than where necessary to facilitate access, co-location, and resale, etc. If there is a need for mandated wholesale LLC service terms and conditions to be incorporated into the RIO, then the relevant existing LLC service terms and conditions should be adopted in the RIO more or less unchanged.

REACH urges the IDA to act swiftly in directing SingTel to adopt such an approach to prevent SingTel benefiting further from the delays and uncertainties it has created to date in respect of implementation of the IDA's decision to introduce a mandated wholesale LLC service.