SCHEDULE 5 – FORECASTING

1 FORECASTING

- 1.1 By the start of every quarter commencing from the relevant Service Commencement Date,¹ and unless provided otherwise in relation to a particular Service in the relevant Service Description (Schedule 6) the Access Seeker shall supply to the Access Provider a forecast for each Service (i.e. intended New Connection Requests for each such Service separately) supplied to the Access Seeker covering each of the five (5) quarters following the date of the forecast.
- 1.2 The Access Seeker must submit forecasts to the contact nominated by the Access Provider.
- 1.3 On receipt of a forecast, the Access Provider shall review the forecast based on the following acceptance criteria:
 - a) Where relevant, compliance with the requirements of the relevant Service Description as set out in Schedule 6 (Service Descriptions);
 - b) Completeness;
 - c) Timely submission; and
 - d) Adherence to the forecasting thresholds (as set out in paragraph 1.4 below).
- 1.4 In order to adhere to the forecasting thresholds, the actual percentage difference, for a given quarter, between the current forecast and the previous forecast must fall within the following thresholds for each quarter covered by the forecast:

¹ As may be defined for certain Services in the relevant Service Schedule and where no such service specific definition applies, from the Actual RFS Date.

SUBMIT	Q1	Q2	Q3	Q4	Q5	Q6
Submission Date Q1	Q1 Capacity Forecast (ORDER)	Q2 Capacity Forecast (+/- 10%)	Q3 Capacity Forecast (+/- 15%)	Q4 Capacity Forecast (+/- 25%)	Q5 Capacity Forecast. (+/- 35%)	
Submission Date Q2		Q1 Capacity Forecast (ORDER)	Q2 Capacity Forecast (+/- 10%)	Q3 Capacity Forecast (+/- 15%)	Q4 Capacity Forecast (+/- 25%)	Q5 Capacity Forecast. (+/- 35%)
Submission Date Q3			Q1 Capacity Forecast (ORDER)	Q2 Capacity Forecast (+/- 10%)	Q3 Capacity Forecast (+/- 15%)	Q4 Capacity Forecast (+/- 25%)
Submission Date Q4				Q1 Capacity Forecast (ORDER)	Q2 Capacity Forecast (+/- 10%)	Q3 Capacity Forecast (+/- 15%)
Submission Date Q5					Q1 Capacity Forecast (ORDER)	Q2 Capacity Forecast (+/- 10%)
Submission Date Q6						Q1 Capacity Forecast (ORDER)

Forecast percentage Q1 = (Q2_{previous} - Q1_{current}) / Q2_{previous}

Note that a reference to an 'Order' in this table should be understood as New Connection Request as defined in Schedule 8 – Dictionary.

- 1.5 Without prejudice to the above, the forecasts for the individual Service may involve additional requirement for providing more granular forecast based on geographical units or areas as may be specified for such Service in the relevant Service Description (Schedule 6).
- 1.6 If the forecast adheres to the acceptance criteria, then the Access Provider shall accept the forecast within five (5) Working Days. If the forecast does not

adhere to the acceptance criteria, the Access Provider shall reject the forecast within five (5) Working Days clearly specifying the reasons for rejection.

- 1.7 If the Access Provider does not send a notification within five (5) Working Days then the forecast shall be deemed to be accepted.
- Following rejection, the Access Seeker may resubmit a revised forecast within five (5) Working Days of the notification of rejection.
- 1.9 When the Access Seeker does not submit (or re-submit) a forecast, the Access Provider shall accept the most recently submitted forecast (if any) as the Access Seeker's signed off forecast. If there is no such available forecast, including where the Access Seeker fails to provide any forecast upon request from the Access Provider, the Access Provider shall not be liable to guarantee any Service Level(s) for delivery of the Service(s) as stipulated in Schedule 7 (Service Levels) and/or provide any associated Service Level Penalties for such Service, and remains only obliged to deliver such Service(s) on a best effort basis.
- 1.10 The Access Seeker is obliged to prepare forecasts in good faith and use all reasonable endeavours to ensure that forecasts are accurate to make sure that the Access Provider does not engage internal and external resources unnecessarily or does not incur unnecessary costs or losses caused by inaccurate forecasts.
- 1.11 Where the Access Provider receives a forecast that it reasonably considers is unrealistic or unlikely to be accurate, the Access Provider may within seven (7) Calendar Days of the date of receipt of that forecast, provide a written notice to the Access Seeker setting out the reasons why the Access Provider considers the forecast is unreasonable or unrealistic, and requesting that the

Access Seeker confirm that the forecast is accurate and complete ("Forecast Query").

- 1.12 The Access Seeker shall be obliged to review the Forecast Query in good faith and provide to the Access Provider, within seven (7) Calendar Days of receipt of the Forecast Query, either of the following:
 - a written notice confirming the accuracy of the submitted forecast, in which case the Access Seeker is deemed to have lodged the relevant forecast on the date of such confirmation, and all other dates in relation to that forecast and any ordering or provisioning occurring as a result will be adjusted accordingly; or
 - b) a written notice attaching a revised forecast, in which case the Access Seeker is deemed to have lodged a forecast on the date of the confirmation of the revised forecast, and all other dates in relation to that forecast and any ordering or provisioning occurring as a result will be adjusted accordingly.
- 1.13 During the period that the forecasted volume is the actual New Connection Request(s) volume (Q1 in the diagram) then the actual number of the New Connection Requests processed can vary by +/- 20% of those forecasted during that quarter.
- 1.14 At the end of the period (Q1) any variance between forecasted New Connections and the actual New Connection Requests during that preceding quarter cannot be rolled over into the subsequent quarter (i.e., when Q2 becomes Q1).

The Service Level terms in Schedule 7 (Service Levels) shall apply to the actual number of all New Connection Requests up to the tolerance level of +20% of those forecasted for that quarter (as indicated in paragraph 1.13).For any New Connection Requests outside of the forecasted volume including the tolerance level of up to 20 %, the Access Provider is not obliged to adhere to any Service Level and shall deliver the respective New Connection Requests on a best effort basis only.