Tariff No.: U025-006 Published on 26 October 2010

# UNIFIED CARRIER LICENCE TELECOMMUNICATIONS ORDINANCE (Chapter 106)

Hong Kong Telecommunications (HKT) Limited and PCCW-HKT Telephone Limited ("the Companies")

Special Conditions - Continuity Plan
Description of Tariff:
See Annex A
Effective date of tariff: 26 October 2010
Revision history:
Revision to the tariff published in the Gazette No. 10/1996 on 8 March 1996.

Name of Tariff:

#### **Special Conditions**

### **Continuity Plan**

Continuity Plan ('the Service') is provided by Hong Kong Telecommunications (HKT) Limited ('the Company') subject to the Company's General Conditions of Service and the following Special Conditions.

## 1. The Service

- 1.1 The service is based on a Continuity Plan Configuration ('the Continuity Plan Configuration') agreed between the Company and the Customer.
- 1.2 The Continuity Plan Configuration consists of data supplied by the Customer and procedures which enable the Company to divert incoming traffic of a number of telecommunications lines/services collectively in one primary site (i.e. in one building) of the Customer to another single secondary site in another building. The Customer shall specify the telecommunication lines/services to be diverted, the primary and secondary sites
- 1.3 In the event that the Customer wishes to divert the incoming traffic of a number of telecommunication lines/services from one primary site (i.e. in one building) to more than one secondary sites which are located at different buildings, then there must be more than one Continuity Plan Configuration to meet this requirement.

### 2. Charges

2.1 Charges for the Services are based on each Continuity Plan configuration as described in the tariff.

#### 3. Commitment Period

3.1 The Commitment Period for each Continuity Plan Configuration is 3 months, starting from the Service Commencement Date of the corresponding Continuity Plan Configuration

# 4. Cancellation Charge

4.1 If the Customer terminates a Continuity Plan Configuration at any time prior to (a) the Service Commencement Date or (b) the expiration of the Commitment Period, the Customer shall pay the Cancellation Charge equal to the total charges of the relevant Continuity Plan Configuration for the remainder of the Commitment Period.

# 5. Update and Validation of Continuity Plan Configuration Data

- 5.1 The Customer shall continuously update the Company on any changes in the Continuity Plan Configuration. Changes will usually require a maximum of 4 calendar weeks to complete and ready for testing. The Customer acknowledges that there may be discrepancies in the data of the Continuity Plan Configuration during this period.
- 5.2 The Customer shall conduct testing on Continuity Plan Configuration as specified by the Company to ensure the validity of the Continuity Plan Configuration. The data in the validated Continuity Plan Configuration will be used by the Company for billing purpose.
- 5.3 In the event that the Customer fails to carry out the testing on the Continuity Plan Configuration at the scheduled time specified by the Company, the Company shall upon the request of the Customer send the tested Continuity Plan Configuration to the Customer for validation.

## 6. Service Provision Lead Time

6.1 The Service Provision Lead Time is within 3 months after finalization of the Continuity Plan.