

ECC POLICY

Firstcom Europe Ltd Version: 2026.1 — Effective from: 01/08/2026

This ECC Policy (“Policy”) forms part of the Agreement between Firstcom Europe Ltd (“Firstcom”) and the Customer. It explains how Excess Construction Charges (“ECCs”) are assessed, communicated, and billed for connectivity services.

1. PURPOSE OF THIS POLICY

ECCs are charges applied by carriers (e.g., Openreach, CityFibre, Virgin Media Business, or other network operators) where additional construction work is required to deliver a connectivity service. This Policy sets out:

- When ECCs may apply
- How surveys are conducted
- Customer responsibilities
- Acceptance and billing rules
- What happens if ECCs are declined

2. WHEN ECCs MAY APPLY

ECCs may be charged where additional work is required to deliver a service, including but not limited to:

- New ducting or civils work
- Traffic management (e.g., road closures, permits)
- Additional cabling or fibre runs
- Chamber construction or upgrades
- Wayleave requirements
- Excess distance from the network
- Internal cabling beyond standard limits

ECCs are determined solely by the carrier and are outside Firstcom’s control

3. SURVEYS & ASSESSMENT

3.1 Desktop Survey Most orders undergo an initial desktop survey. If no issues are identified, the order may proceed without ECCs.

3.2 On-Site Survey If required, the carrier will conduct an on-site survey. The Customer must provide access to all relevant areas.

3.3 Survey Outcomes The carrier may:

- Confirm no ECCs are required
- Provide a quotation for ECCs
- Request additional information
- Cancel the order if delivery is not feasible

4. CUSTOMER RESPONSIBILITIES

The Customer must:

- Provide access for surveys
- Supply accurate site information
- Obtain landlord or building permissions
- Ensure wayleave documentation is completed promptly
- Provide internal routing details where required

Delays in providing information may delay the order and do not constitute a failure by Firstcom.

5. ACCEPTANCE OF ECCs

5.1 Quotation If ECCs apply, Firstcom will provide the Customer with the carrier's quotation.

5.2 Customer Decision The Customer must accept or decline ECCs within **5 working days** (or the timeframe specified by the carrier).

5.3 Failure to Respond If the Customer does not respond within the required timeframe, the order may be cancelled by the carrier. Cancellation charges may apply.

6. BILLING OF ECCs

6.1 Upfront Payment ECCs may require upfront payment before work can begin.

6.2 Invoicing ECCs will be invoiced to the Customer at cost, as charged by the carrier, plus any applicable administration fees stated on the Customer Order Form.

6.3 Non-Refundable ECCs are non-refundable once accepted, even if the Customer later cancels the order.

7. DECLINING ECCs

If the Customer declines ECCs:

- The order will be cancelled
- Cancellation charges may apply
- The Customer remains liable for any survey or carrier fees incurred
- Alternative services may be offered where available

Declining ECCs does not entitle the Customer to terminate the Agreement without charges.

8. WAYLEAVES

Where wayleaves are required:

- The Customer is responsible for obtaining landlord consent
- Delays in wayleave approval do not constitute a breach by Firstcom
- Carriers may cancel orders if wayleaves are not completed within their required timeframe

Wayleave fees (if any) are payable by the Customer.

9. RE-SURVEYS & VARIATIONS

If the site changes after the initial survey (e.g., building works, layout changes, new obstructions), the carrier may require:

- A re-survey
- Revised ECCs
- Additional charges

These costs are the Customer's responsibility.

10. CARRIER LIMITATIONS

Firstcom cannot:

- Control carrier survey timescales
- Influence ECC pricing
- Guarantee delivery dates
- Override carrier decisions

All ECC assessments are final and binding as per the carrier's terms.

11. POLICY UPDATES

Firstcom may update this Policy to reflect:

- Carrier process changes
- Regulatory requirements
- Industry best practice

Updated versions will be published or provided to the Customer.

END OF ECC POLICY