SCHEDULE 2.1 – NOTIFICATION AND ACCEPTANCE OF SERVICE ORDER

# SERVICE ORDER

1. Following the execution of the Agreement between the Parties, the Access Seeker shall be entitled to submit to the Access Provider a Service Order. This shall follow the process described in this Schedule, the full-fledged business process for fulfilment and assurance as prescribed in the relevant appended Operations Manuals, or using another method for submitting a Service Order as may be made available from time to time by the Access Provider on any order management or service portal made available to Access Seekers.
2. Unless the Agreement provides otherwise, the Access Provider shall not be obliged to process any other submissions of the Access Seeker, which are not properly constituted Service Orders (or New Service Orders).
3. The Access Seeker’s Service Order must contain:
4. the list of Services requested using the categories, subcategories or other classification used for the Service in the relevant Service Schedule (Schedule 6). If there is any doubt, the Access Seeker shall consult with the Access Provider before submitting a Service Order;
5. type of Licence held by the Access Seeker to ascertain eligibility of the Access Seeker for certain categories of Services covered by the Service Order;
6. the Access Seeker’s designated contact person, and their contact details.
7. By submitting any Service Order, the Access Seeker represents and warrants to the Access Provider, that:
8. it has in full force and effect the authorisations necessary to make use of any Service covered by the relevant Service Order ; and
9. the information provided in its Service Order is complete, true, accurate, and not otherwise misleading; and
10. it is not Insolvent or subject to Insolvency Proceedings; and
11. the Access Seeker has and will continue to have Acceptable Long Term Credit Rating, or an appropriate Financial Security as further described in Schedule 9 (Supply Terms).

# NON-CONFORMITY AND REJECTION OF A SERVICE Order

1. The Access Provider shall consider a Service Order to be non-conforming with this Reference Offer where:
2. there is no Agreement in place between the Parties or it has been suspended, terminated or expired; or
3. the Access Seeker is not a Licensed Operator or does not hold an appropriate Licence; or
4. the services requested are not Services; or
5. any of the mandatory information required under clause 4 above is unclear, illegible, inaccurate, invalid or conflicting or cannot reasonably be understood; or the Access Seeker has not provided adequate information under paragraph 4, or
6. was submitted or processed by the Access Seeker in error.
7. The Access Provider is entitled to reject a Service Order, if:
8. the applicable law, the Authority or other competent authority order or a Force Majeure Event prevents the Access Provider from processing the Service Order for more than 30 Calendar Days, or;
9. the Access Seeker committed a Material Breach of the Agreement and the Access Provider exercised its right to Suspend this Agreement or the particular Service, or
10. there is another objective reason preventing the Access Provider from processing the Service Order in relation to a specific Service and the conditions for its supply as stipulated in Schedule 6 (Service Descriptions).
11. If the Access Provider finds a Service Order to be non-conforming under clause 6 or there is another reason stipulated under clause 7, it shall:
12. notify the Access Seeker in writing within the timescales specified in Schedule 7 (Service Levels);
13. at the time of rejection, provide sufficiently detailed reasons for rejection to the Access Seeker; and
14. not be required to process the Service Order without any liability on its part.
15. The Access Provider may in its sole discretion elect to accept any Service Order notwithstanding that there is any defect in that Service Order if the Access Provider considers that such defect does not have a material effect on the Access Provider’s ability to process the Service Order and provide the respective Service.
16. Notwithstanding the above, nothing prevents the Access Seeker from re-submitting a Service Order provided that the Access Seeker is able to remedy its original non-conformity or defect or where the reasons or circumstances preventing the Access Provider from processing the Service Order are no longer applicable.

# ACCEPTANCE OF A SERVICE Order

1. Following acceptance of a Service Order, the Access Provider shall send the Access Seeker an acknowledgement of the Service Order within the time periods stipulated in Schedule 7 (Service Levels) or within the time period that apply to a specific Service as per the respective Schedule 6 (Service Descriptions), as applicable.
2. Following such acceptance, the Access Provider shall process, subject to the exceptions, limitations and conditions specified in this Reference Offer, the Service Order without delay and deliver the Service on or before the RFS Date and/ or in accordance with Schedule 7 – (Service Levels) of the Reference Offer, as applicable. The Access Seeker acknowledges and agrees that this involves the Access Provider incurring costs and engaging internal and external resources in order to fulfil its supply obligations.
3. As a result, after acceptance and acknowledgement of any Service Order by the Access Provider, the Access Seeker is deemed to have firmly committed to accept the Service following its delivery and completion by the Access Provider and pay all applicable Charges. For the avoidance of doubt, after such date the Access Seeker shall not be entitled to request any suspension, delay, invalidation, discontinuation or withdrawal of the Service Order.
4. Notwithstanding the above, the Access Seeker may request a cancellation of a Service Order following its acknowledgement by the Access Provider up to the relevant RFS date, subject to a payment of a Cancellation Charge and provided that the Cancellation Order is made within the time limits and on conditions stipulated in respect to a particular Service as set out in Schedule 6 (Service Descriptions).