

## Indirect Voice Services

### How We'll look after you

Thank You for Your business. We'll never take it for granted. That's why We've put together this Service Level Agreement (**SLA**). It lets You know exactly what we promise to deliver as part of the Carrier Pre-Select (**CPS**), Indirect Access (**IDA**) and Wholesale Line Rental (**WLR**) Services You've ordered from Us. This SLA forms part of the Agreement between You and Us for services provided so, naturally, We'll fulfil what s laid out here

The transferring of numbers from another service provider (the **Losing Communications Provider**) to these services (a **port**) is also covered with Geographic Number Portability (**GNP**)

### Getting You up and running

When We've taken Your order and finished planning, We'll give you a Customer Promise Date (CPD).

Once We've accepted Your order these are the timescales that We work to:

Service	Timescales
Provision of CPS	20 Working Days
WLR (existing Site)	20 Working Days
WLR (new Site)	45 Working Days <sup>(*)</sup>
WLR (Transfer)	10 Working Days
IDA	10 Working Days

(\*) The actual CPD for the delivery of a new WLR line will be dependent on a Site Survey provided by Openreach.

### Getting You back up and running

You can report a fault 24 hours a day, 365 days per year.

If a problem arises with the CPS Service, We'll aim to fix it within **6 hours** of You telling us.

To give You maximum choice in the way Your issues are dealt with, there are four care packages just for customers who take both CPS and WLR service.

Everyone automatically gets the standard service, but You can upgrade to a higher level if You wish. They're outlined below.

We'll help to take the pain away by working with all the necessary 3rd parties for You in line with the care package You've got.

### Our care packages explained.

**Maintenance Level 1:** Operates 24 hours a day Monday to Friday (excluding public holidays and bank holidays). Line faults registered during these times will be resolved by the end of the next working day +1 or the day of the appointment where later.

**Maintenance Level 2:** Operates 24 hours a day Monday to Saturday (excluding public holidays and bank holidays). Line faults registered during these times will be resolved by the end of the next working day or the day of the appointment where later.

**Maintenance Level 3:** Operates 24 hours a day and 7 days a week including bank and public holidays. Line faults registered by 12:59 during these hours will be resolved the same day (or if registered after 1pm, by 1pm the next day) or the day of the appointment where later.

**Maintenance Level 4:** Operates 24 hours a day, 365 days per year including bank and public holidays. Line faults registered will be resolved within 6 hours.

### Who is in charge of getting problems sorted?

If either the CPS problem isn't resolved within 6 hours or the WLR service is not resolved as per

# Service Level Agreement

our care packages outlined above then We escalate it as you can see from the table below:

## Our Commitment to You

Customer Promise Date	
Internal Escalation	Escalation Level
Provisioning Manager	Level 1
Head of Provide	Level 2
Director of Customer Services and Operations	Level 3

Late Service Restoration	
Internal Escalation	Escalation Level
Team Manager	Level 1
Fault Centre Manager	Level 2
Head of Business Assure	Level 3

If in Our reasonable opinion, or in the reasonable opinion of the relevant 3rd party, while We are working with a Fault that requires the provision or pulling in of any new external cabling, whether as a temporary measure or as a permanent reinstallation, the response and restoration times set out above will not apply. In such event, We will restore the Fault in accordance with a bespoke action plan which will be notified to You.

So now We've covered the main points, all that's left to read is the full agreement. It spells out exactly where we both stand so that there is no confusion.

**What Do the Terms Mean, What is Not Covered by This SLA, Claiming Service Credits and Our Liability to You, Planned Outages and How to Report a Fault.**

## Definitions of Terms Used

Except as otherwise defined in this SLA or unless the context otherwise requires, all defined terms in this

SLA shall have the same meanings as in the Agreement.

**Customer Promise Date** means the agreed target date by which We aim to have completed installation of the Service as notified to You in writing.

**Excused Outage** means any Fault caused by:

- Your network or system, or any part of it; or
- a fault in, or any problem associated with, equipment connected on Your side of the Virgin Media Business network termination point; or
- Your acts or omissions; or
- Your breach of the Agreement; or
- Your failure or delay in complying with Our reasonable instructions; or
- any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant premises to diagnose or remedy any Fault; or
- a force majeure event as set out in the Agreement; or
- a **Planned Outage**; or
- an act or omission of any third party which is beyond Our reasonable control which shall include, without limitation, a fibre cut.

For the avoidance of doubt, **You** and **Your** shall include Your employees, subcontractors and agents.

**Fault** means a fault, outage or Site downtime (other than a Planned Outage or an Excused Outage) resulting in the inability to make or receive phone calls, which has been reported to Us in accordance with standard fault reporting procedures.

**Fault Report** means the report of a Fault either by You or Us that has been recorded on the call record at Our Business Technical Support Centre in accordance with standard fault reporting procedures.

**Planned Outage** means any Service downtime:

- scheduled by Us to carry out any preventative maintenance or upgrades to the Service or Our Communications Network; or
- caused by any Services You request or authorise including without limitation, network redesign or reconfiguration

**Service** means the service that We provide to You as set out in the Agreement.

**Service Levels** means the service levels set out in this SLA.

# Service Level Agreement

## Geographic Number Porting

As set out in more detail within this section and Our Number Porting guidance (available on Our website), You are responsible for submitting a port request to Your Losing communications Provider and for providing all necessary documents to enable that port request to be completed. We will assist You in completing any port request as set out in Our Number Porting guidance.

We will notify You in writing once the Losing Communications Provider has accepted Your port request and shall provide You with a port date.

Subject to the remainder of this section and the Exclusions section below, if We do not confirm to you in writing that Your requested geographic number port has been successfully completed within one (1) Working Day of the port date notified to You in writing, You may be entitled to claim Service Credits for each number port delayed.

For the purposes of this section the time a port is “delayed” shall be the period beginning on the second business day after the relevant port date notified to You in writing (as may be extended under this section) and ending on the day the port is successfully completed.

The value of any Service Credit You may be entitled to under this section shall be calculated as:

One thirtieth of the applicable monthly rental for the relevant ported number service multiplied by the number of days delayed, up to a maximum value equivalent to 90 days’ of the monthly rental for the relevant ported number.

The Service Credits set out above shall be Your sole remedy for any porting delay or any failure by Us to meet the GNP Service Level set out above.

If the delay is caused by any of the reasons set out below or in the Exclusions section of this document, We’ll try to complete the port as soon as possible but We won’t be liable to pay You any Service Credits.

Where groups of numbers are covered by a single monthly rental plan, the “applicable monthly rental” referred to above when calculating any Service Credits payable under this section will be calculated by the total group monthly rental charge, divided by the total number of numbers under the rental plan, and then multiplied by the number of ports delayed.

The completion of any GNP ports and the application for any Service Credits are subject at all times to the following conditions:

- a) if We amend or extend a port date in accordance with clause 4.5 of Our standard terms and conditions, or a revised port date is agreed in writing between us, the port date referred to above against which our performance shall be measured for the purpose of this section shall be the extended port date
- b) In order to complete a port, You are responsible for, and must to provide Us with:
  - a. a copy of the correctly completed and signed GNP Letter of Authority, with all porting validation processes completed with the Losing Communications Provider;
  - b. completing all porting validation processes the Losing Communications Provider may require you to complete to accept or process any port request; and
  - c. accurate and complete details of the number(s) to be ported,

in advance of the proposed port date.

We shall have no liability to You for any Service Credits as a result of any delay to the port caused by Your failure to provide Us or the Losing Communications Provider with this information.

## Exclusions

### Service Restoration

Time spent in repairing a Fault or restoring the Service as a result of any of the following events will not be counted as part of restoration time:

- a) Your failure or delay in providing the necessary co-operation required by Us including, without limitation:
- b) supply of the necessary information; or
- c) access to the relevant sites; or
- d) supply of the necessary power or facilities; or

# Service Level Agreement

- e) Your relevant personnel cannot be contacted to assist Us or to confirm the Service is restored; or
- f) a Planned Outage; or
- g) an Excused Outage.

The time taken to restore a Fault is measured from the time the Fault Report is recorded on Our fault management system until the time We notify You that Service has been restored or in the event that We are unable to contact You, the time recorded on Our Fault management system that Service has been restored.

For WLR services when measuring the restoration time the registration time of the Fault is the time it is registered by Us with Openreach.

## General

The SLA does not apply to non-standard solutions or customised services unless expressly agreed in writing.

If an on-site visit reveals that there is no fault with the Service or if the Fault is an Excused Outage, We may charge and You shall pay Us:

an engineer call out fee of £75 per visit; and

£75 per hour or part of it spent on any diagnosis, repair, restoration or remedial work carried out in relation to such Fault.

For the avoidance of doubt, the minimum charge for an engineer call out for such Faults will amount to £150 + VAT.

## Planned Outage

Except in an emergency or in circumstances beyond Our control, We will endeavour to give You at least 10 working days' notice of any maintenance or upgrade work on Our network which will affect the availability of Service to Your Site. Such notice will include:

- a. a brief description of the Planned Outage;
- b. date and time of the Planned Outage; and
- c. estimated duration of the Planned Outage.

Such notice will be given by way of letter or via email. However, in the case of an emergency, We may give You a shorter notice by way of a telephone call.

## Reporting a Fault

You must comply with any fault reporting format as advised by Us from time to time for the reporting of faults.

You can report a fault 24 hours a day, 365 days per year at which point it is recorded on Our fault management system.

For the avoidance of doubt, if there is a dispute on any Fault commencement or duration, the records of the fault management system at Our Technical Support Centre shall be final.

Any faults or suspected faults on the Services must be reported to Our Technical Support Centre on **0800 052 0800** (followed by your PIN, if supplied).

You shall identify to Us the individuals who shall have authority to report faults (**Authorised Individuals**).

Any replacement Authorised Individuals shall be notified to Us in writing.

In Our Commitment to You, Our internal escalation procedure is for information only and You will not have any direct contact with any of such personnel.

# Thank you

Thanks for your business – we're looking forward to working with you. If you have any questions, we'd love to hear from you. Please call our Customer Services team on 0800 050 0800.

## Registered Office:

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