



# Business Broadband

## 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 Business Broadband Services You have 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.

### Getting you started

When we've taken Your order and finished planning, we'll give You a Customer Promised Date (**CPD**).

### Keeping You connected

Our broadband cable network service availability level is 99.9%, a year. We work it out each year by taking the actual Circuit availability for that year and divide it by the total potential availability to give a percentage availability per Circuit. To make that easier to digest, here's the formula:

$$\frac{24\text{hrs} \times \text{days in Service year} - \text{Outage Time hrs}}{24\text{hrs} \times \text{days in Service year}} \times 100\%$$

### Getting Your service back up and running

If a problem arises and You can't use Your broadband, for cable services, We'll aim to restore Your Service within 24 hours following a Fault.

For ADSL Services, We'll restore the Service within 44 hours (with Level 1 care) and within 24 hours (with Level 2 care) of a Fault Report. However, where We need to involve BT We don't include time periods where We're unable to report the fault to BT. Further details are set out in the Service Restoration section below.

If a problem isn't sorted within the fix times above, then We escalate it as you can see from the table below.

### Our Commitment to You

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

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.

**Circuit** means the physical connection over which the Service is provided.

**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.

**Days** means Monday to Friday excluding Bank and Public Holidays.

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

- (a) Your network or system, or any part of it; or
- (b) a fault in, or any problem associated with, equipment connected on Your side of the Virgin Media Business network termination point; or
- (c) Your acts or omissions; or
- (d) Your breach of the Agreement; or
- (e) Your failure or delay in complying with Our reasonable instructions; or
- (f) any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant premises to diagnose or remedy any Fault; or
- (g) a force majeure event as set out in the Agreement; or
- (h) a Planned Outage; or
- (i) 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 Service downtime (other than a Planned Outage or an Excused Outage) resulting in a total loss of Service on a Circuit where it is not possible to transmit signals in one or both directions, 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.

**Outage Time** means the sum total time of all Faults during the relevant 12 month period for a Circuit.



**Planned Outage** means any Service downtime:

- (a) scheduled by Us to carry out any preventative maintenance or upgrades to the Service or Our Communications Network; or
- (b) 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.

## Exclusions

### Service Delivery

We will not be liable to pay Service Credits.

### Service Availability

Service Availability

Unavailability of the Service as a result of any of the following events shall not count as Outage Time:

- (a) an Excused Outage; or
- (b) a Planned Outage.

Where You have resilience built into the Service a Fault on a Circuit will not be counted for the purposes of Service Availability if Service is still available at that Site.

### 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:
  - (i) supply of the necessary information; or
  - (ii) access to the relevant sites; or
  - (iii) supply of the necessary power or facilities; or
- (b) Your relevant personnel cannot be contacted to assist Us or to confirm the Service is restored; or
- (c) a Planned Outage; or
- (d) 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 ADSL Services when measuring the time taken to

restore a Fault We exclude the period from when We identify that the Fault needs to be referred to BT to the time the Fault is accepted by BT.

The time periods in which BT will accept registration of ADSL faults are shown below.

Level 1 care: during working hours, 0800hrs to 1700hrs, Monday to Friday.

Level 2 care: during working hours, 0800hrs to 1700hrs, Monday to Saturday.

## 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 the Fault is an Excused Outage, We may charge You and You will pay Us an engineer call out fee at Our standard charges at that time.

## 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 24x7x365 at which point it's 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.

**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 052 0800.**