

# Customer Contact Solutions

## 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**) letting You know exactly what we promise to deliver as part of the Customer Contact Solutions (**CCS**) You've ordered from Us. These are the Services covered: Inbound (Non-Geographic) numbers; Customer Call Manager Interactive and One to One; ICM Packages C, D and E; IN Basic Routing. The transferring of numbers from another service provider (the **Losing Communications Provider**) to these services (a **port**) is also covered with Non-Geographic Number Portability (**NGNP**).

## Putting changes into action

These are the target lead times if We need to make any changes to Your Customer Contract Solution services:

Feature Package Provision	Within Working Days of Order Acceptance	
	New Service	Service Changes
<b>Customer Call Manager</b>		
One to One: up to and including 10 numbers	3	1
Interactive: up to and including 10 numbers	10	2
Complex interactive orders	30	5
<b>ICM</b>		
Package C	5	5
Package D	15	5
Package E	Bespoke	10
<b>IN</b>		
One to One	5	5
Basic routing	10	5
<b>NGNP Porting</b>		
Number Ported (within Working Days of Our notification to You in writing that Your port request has been accepted by the Losing Communications Provider)	1	1

## Bringing You back online

Our Service availability target is 99.999%. We monitor Our Service to You 24 hours a day, 365 days a year.

With voice connectivity, Our Service availability target is 99.90%.

## What service availability means

Your Service is available when all calls to Our non-geographic numbers can be successfully received by Us and transferred across Our network to Your choice of United Kingdom Geographic 01 or 02 number or Direct Dial In (DDI) destination.

Your Service is unavailable when calls to Our non-geographic numbers can't get where You want them to go because of a problem with Our network platforms.

If Your destination lines are with an alternative provider, You should talk with them about service availability.

If the Service Level isn't met, We will find out what the problem is and give You a written report as well as doing everything We can to sort it out.

## How long will things take to get fixed?

We'll aim to respond to any CCS related Fault within two hours of reporting, and sort things out in line with the timescales in the table below.

The Time to Restore Service (**TTRS**) will be measured from the time the Fault is logged with Us until We both confirm the issue has been resolved satisfactorily – assuming that You can give that information as quickly as possible.

TTRS starts when You tell Us there is an issue. TTRS stops when the Service is restored i.e. when We hand it back to You (the start of the restoration phase) or when any backup comes into play.

If the problem is found to be CPE (Customer Premise Equipment) or another carrier's access line (for which We're not responsible) TTRS is zero.

We will close all Faults between Us. This closure will include a description of the Fault and the closure details.

<b>Fault Management</b>			
Fault Clearance	Priority 1	Priority 1 means a total loss of Service. All Your calls are failing, and there's no simple workaround to fix the problem	4 hours
	Priority 2	You're not losing all Your calls, but some of them just aren't getting through or there are some other jobs that Your CCS has stopped doing <sup>(1)</sup>	6 hours
	Priority 3	The system isn't performing as well as it should – even though Your customers may not be noticing a problem just yet	10 Working Days
Just to make things clear, where a Priority 1 Fault has been downgraded because there's a workaround, it's redefined as a Priority 2 or 3 Fault until it's permanently fixed			
Fault Reporting Availability		24 hours a day, 365 days a year	

<sup>(1)</sup> A Priority 2 Fault means a loss of important functionality. A Priority 2 Fault would include intermittent call failures, or calls would still be able to route to the customer defined destination, but perhaps with reduced routing functionality. Examples of Priority 2 Fault would include, but not be exclusive to, the following: failure of IVR announcements or IVR applications; the system not being able to apply the logic You've defined – like origin or special date routing. We will give You regular service updates, on an individual Fault basis. If You need Fault status reports more frequently than normal, We will do Our best to let You have them.

### Everyone of Us is committed to You

If a problem isn't sorted within 6 hours, then We escalate it as You can see from the table below.

#### Our Commitment to You

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

#### Customer Call Manager, ICM and IN Service Credits

If We can't fix a Priority 1 Fault within the times We promise, You may claim Service Credits to the value of 10% of the monthly Rental for each incident. If the Fault is covered by the exclusions defined in the second section of this document, We'll naturally do Our best to fix it as soon as possible but We won't be liable to pay You Service Credits.

#### Porting NGNP Service Credits

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 (available on Our website).

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 NGNP port has been successfully completed within the timeframes set out in the table above, 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' 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 our NGNP Service Level.

If the delay is caused by any of the reasons set out below or in the Exclusions section below, 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, divided by thirty and then multiplied by the number of ports delayed.

The completion of any NGNP 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 provide Us with:
  - a. a copy of the correctly completed and signed NGNP 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; and

- (c) You must claim any Service Credits payable in respect of this NGNP SLA within 90 days of the port date notified to You in writing (as may be extended as set out above), by calling our Customer Services team on 0800 052 0800, or by sending a request to <https://www.virginmediabusiness.co.uk/help/s/cont-act-us-form>. If You do not claim Service Credits within such period You will be deemed to have waived the applicable Service Credits.

Any Service Credits payable to You under this section will be paid within two of Your billing cycles after the credit compensation request has been received.

### **Planned network maintenance**

If there are any planned network outages affecting Your service, We'll do Our best to contact Your nominated contact before We start work. Obviously,

We can't be held responsible for any third party carrier planned or unplanned works.

We do Our best to carry out upgrades or maintenance work out of business hours between 02:00 am and 07:00 am and cause minimum disruption to Your day-to-day working. Sometimes, though, it's an emergency or there are events We can't control so We have to get involved during the Working Day. Any other necessary upgrades or maintenance work elsewhere on the voice network will take place from 12:00 midnight where possible, but resiliency and spare capacity should mean You won't even notice these works happening.

We – or one of Our support partners – perform annual health checks on the network platforms, testing platform resilience and failover. We can let You know what these checks produce, if You like.

### **Works by Your people**

We need You to let Us have advanced notice of any planned maintenance programmes that may cause alarm indications within Our monitoring centres. We ask You to let Us have at least five Working Days notice, please.

Finally, We are sure You understand that We can't be held responsible for loss or degradation of Service as a result of works on Your system that are done directly by a third party or a sub-contractor for a third party.

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.

**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, sub-contractors 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, 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:

- (j) scheduled by Us to carry out any preventative maintenance or upgrades to the Service or Our Communications Network; or
- (k) caused by any services requested or authorised by You including without limitation, network redesign or reconfiguration.

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

**Service Credit** is the amount We credit or pay to You for failing to meet Service levels set out in the appropriate sections above.

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

**Working Day** means 09.00 – 18.00 Monday – Friday excluding bank and public holidays in any part of the United Kingdom.

## Exclusions

### Service Availability

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

- (l) an Excused Outage; or
- (m) a Planned Outage.

### 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 when calculating Service Credits:

- (n) 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
- (o) Your relevant personnel cannot be contacted to assist Us or to confirm the Service is restored; or

- (p) a Planned Outage; or
- (q) 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.

## NGNP Service Credits

A delay is caused by: (i) any third party; (ii) Your failure or delay in complying with any obligations on You set out in the NGNP porting section above or providing any information, or completing any process, as may be required by Us or any Losing Communications Provider from time to time; or (iii) any other circumstance outside of our reasonable control.

## 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 shall pay Us an engineer call out fee at Our standard charges at that time.

## Claiming Service Credits and Our Liability to You

To request Service Credits, You must claim in writing via Your Virgin Media Business Account Manager within 3 months of the Fault Report. If You do not claim Service Credits within such period You will be deemed to have waived the applicable Service Credits.

You agree that Service Credits shall be Your sole and exclusive financial remedy for Our failure to meet Service Levels. Service Credits payable shall relate to the monthly Rental of the Service that is the subject of the Fault.

Notwithstanding any provisions in the Agreement to the contrary in no event shall the total amount of Service Credits payable to You in any calendar year for the affected Service exceed the total of the annual Rental for that affected Service nor shall the amount of Service Credits payable to You in any month exceed the total of that month's Rental for the affected Service.

## 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.

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### Reporting a Fault

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

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.*