

Business Broadband and Voice over broadband services SLA

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 (as defined in our Standard Terms and Conditions as varied by any Special Terms) for services provided so, naturally, We'll fulfil what's laid out here. If on installation, Our engineer plugged your business phone line into the back of the broadband router, your phone line service is also covered by this SLA. If not You'll need to refer the Direct Access Voice SLA.

FOR BROADBAND AND VOICE DELIVERED OVER BROADBAND

Getting you started

When We've taken Your order and finished planning, We'll give you a Customer Promise Date (**CPD**), We will not be liable to pay Service Credits in respect of this CPD, should we miss this date.

Keeping You connected

Our network's annual core network Service availability level is 99.9%, 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 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 You 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 in line with the timeframe

associated with your Business Broadband product; i.e. 12, 24, 44 or 48 hours.

Regardless of the Service you have from us, we'll always try to resolve your fault over the phone, and we are available 24 x 7 x 365 to speak to you.

However, if we need to visit your premises to resolve the issue, site visits will take place on Working Days during Working Hours (please see definitions at the end of the document).

If we visit your premises and are unable to gain access, we reserve the right to charge for any subsequent visit needed to resolve this fault.

If a 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.

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.

Planned Outage Notices

Except in an emergency or in circumstances beyond Our control, We will endeavour to give You at least 10 Working Days' notice of any Planned Outage. Such notice will include:

- a) a brief description of the Planned Outage;

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- 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.

If a problem isn't sorted within the times applicable to your Service, then We escalate it as you can see from the table below.

Late Service Restoration

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

This internal escalation procedure is for information only. Direct contact with these people is not available – please channel all communications through our Customer Services team.

SPECIFIC TERMS BY SERVICE

For Voom Fibre Services, We'll aim to restore the Service in line with your Option, or any Bolt-on you have selected (as defined in the Voom Fibre Special Terms and/or Price Guide). Where we need a site visit to resolve a Fault, we only do site visits on Working Days during Working Hours (please see definitions at the end of the document).

If you have the Voom Fibre service, restoration credits are not payable for the 24 or 48 hour fault response times. If you have the 12 hour fault response time, and we fail to resolve your fault within 12 hours, you have 30 days from the date the fault is resolved to request a service credit amount equal to the number of days without service / 365, multiplied by the amount actually paid by You under Your current Option in the previous 12 months. If Your current Option has been running for less than 12 months on the date that you report the fault, then we will use your current average monthly payment for Your Option x 12

For ADSL Services, We'll aim to 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. The time periods in which BT will accept registration of ADSL faults are shown below.

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

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

Service Credits are granted at our discretion.

For any other Business Broadband Service, We'll aim to restore the Service within 24 hours of you reporting the Fault. Where we need a site visit to resolve a Fault, we only do site visits on Working Days during Working Hours (please see definitions at the end of the document). **Service Credits are granted at our discretion.**

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Exclusions (Applicable to All Services)

If your Fault is in relation to any associated phone line and call package then please refer to the Business Telephony SLA, **unless on installation, Our engineer has plugged your business phone line into the back of the broadband router.**

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

We will not be liable to pay Service Credits in respect of service delivery.

Unavailability of a 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 You are still able to use your broadband at that site.

We aim to restore your Service in line with the timeframe associated with your product. We don't count any of the following as being part of that timeframe:

- 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
 - (i) a Planned Outage; or
 - (ii) an Excused Outage.

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.

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

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- 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.

Working Days means Monday to Saturday excluding Bank and Public Holidays.

Working Hours means

| Working Days | Working Hours |
|---------------------|----------------------|
| Monday to Friday | 8am to 6pm |
| Saturday | 8am to 4pm |

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.

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