

# Direct Access 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 Business Exchange Line (BEL), Centrex, ISDN 30, ISDN 2, and SIP Trunking 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. If We're providing You with IPVPN connectivity for access to the SIP Trunking Service, that part of the Service is covered by the IPVPN service level agreement. So You'll need to read this SLA and that one too. Lastly if on installation Our engineer has plugged your business phone line into the back of the broadband router, this means your phone line is provided over broadband and You'll need to refer to the Business Broadband SLA instead.

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**).

If for some reason We miss a deadline, We'll give You the opportunity to claim back Service Credits to make amends (exclusions apply).

It Works like this:

Threshold	Credit Scheme
1-7 Days past CPD	5% of impacted circuit connection charge
8-14 Days past CPD	15% of impacted circuit charge
15-30 Days past CPD	25% of impacted circuit charge
>30 Days past CPD	50% of impacted circuit charge

## Keeping You connected

Our network's annual core network Service availability level is 99.95%, or, 99.85% for SIP Trunking Service and 99.99% for Access Resilient Service. 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:

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

## Getting You back up and running

If a problem arises as a result of a fault in Our network which means that You can't make or receive a phone call (i.e. a Service Affecting Fault), We aim to get it fixed within **6 hours** of You letting Us know. If We don't fix Your Service within 24 hours, there's still a silver lining: You could be eligible for Our Service Credit Scheme (exclusions apply). It's Our way of saying 'sorry'. Here's how it works:

Service	Credit Scheme
Centrex	1 month's Rental of the affected line(s)
BEL	1 month's Rental of the affected line(s)
ISDN	1 month's Rental of the affected Channel(s) or circuit
SIP Trunking	1 month's Rental of the affected Channel(s) or circuit

# Service Level Agreement

## Every one of Us is committed to You

If We are late installing your service or a problem isn't sorted within 6 hours, then We escalate it as you can see from the tables below

### Our Commitment to You

#### Customer Promise Date

Technical Support Centre Personnel	Days following CPD Failure
Provisioning Manager	0 days
Head of Provide	3 days
Director of Customer Services and Operations	5 days

#### Late Service Restoration

Technical Support Centre Personnel	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.

**Access Resilient Service** is a variant of the SIP Trunking Service which requires the use of two SIP Trunks, configured across the two sites in dual site mode, to deliver connectivity resilience.

**Agreement** is the underlying contract between You and Us that enables Us to provide the Services.

**Channel** is equivalent to a line or single voice connection and (for SIP Trunking) additionally means the virtual line connection via which the SIP Trunking Service is provided.

**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) over subscription of bandwidth or congestion on Your IP network that is not caused by Us; or
- j) Your failure to ensure that sufficient Realtime bandwidth is available to ensure that IP packet loss, jitter and latency do not exceed the relevant limits required by Realtime applications; or
- k) unavailability of, or Your failure to have or maintain in place, the necessary IPVPN connectivity; or
- l) an act or omission of any third party which is beyond Our reasonable control which shall include, without limitation, a fibre cut.

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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, Channel or Line 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 Technical Support Centre in accordance with standard fault reporting procedures.

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

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

**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 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 Affecting Fault** means a Fault which results in the inability to make or receive a phone call not caused by Your action or inaction or a CPE supplied by a third party.

**Service Credit** is the amount credited or paid to You by Us for failing to meet Service Levels set out in the appropriate sections above.

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

**SIP Trunk** means the collection of one or more SIP Channels which carry Your voice traffic.

## 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

# Service Level Agreement

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 Delivery

We will not be liable to pay Service Credits for Service Delivery failure where such failure results from:

- 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 sites; or
- g) a force majeure event as set out in the Agreement; or
- h) Your failure to obtain the necessary wayleaves.

### 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 when calculating Service Credits:

- 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.

## 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.

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## 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 three months of the Fault Report or in the case of Service Availability within 30 calendar days of each annual period. 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 Connection Charge or monthly or annual Rental of the Circuit that is the subject of the Fault or failure in Service Delivery as applicable.

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 Circuit exceed the total of the annual Rental for that affected Circuit (or Channel in respect of ISDN or SIP Trunking 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 Circuit (or Channel in respect of ISDN or SIP Trunking Service).

## Planned Outage

Except in an emergency or in circumstances beyond Our control, We will endeavour to give You at least 10 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:

- e) a brief description of the Planned Outage;
- f) date and time of the Planned Outage; and
- g) 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'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.

# 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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