

Reference Offer KCOM Line Rental

Schedule 5: Service Standards

1 Service Standards

- 1.1 This Service Standard defines the levels of service the CP can expect from KCOM.
- 1.2 The Services covered by this Schedule 5 are Analogue, ISDN2 and ISDN30 Exchange Lines.

2 Service Availability

- 2.1 KCOM will use reasonable endeavours to provide the Services 24 hours a day 365 days a year and to give the CP advance notice of any Planned Outages which will impact service availability.
- 2.2 The service levels will not apply if:
 - (a) the failure by KCOM to provide the Services is due to the End User's Equipment or any other network or equipment outside the KCOM Network; or
 - (b) the CP is in breach of any part of this Agreement which relates to the provision of the Services to the relevant End User Site; or
 - (c) KCOM suspends the Services or any part of them in accordance with this Agreement; or
 - (d) through no fault of its own or because of circumstances beyond its reasonable control, KCOM is unable to carry out any necessary work at, or gain access to the End User Site or the CP fails to agree an appointment date or work is aborted due to the CP or the End User; or
 - (e) the CP and KCOM agree a different timescale in writing (which shall include but is not limited to email) for performance of the relevant Services; or
 - (f) reasonable assistance is required or information is reasonably requested by KCOM within a reasonable timescale from the CP or the End User or a Third Party and such assistance or information is not provided; or
 - (g) through no fault of its own, KCOM is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or
 - (h) the failure is due to an Event of Force Majeure; or

- (i) the failure is due to a Planned Outage on the KCOM Network or an Emergency; or
- (j) if the incident is not reported in accordance with the incident reporting provisions as specified in the Service Operations Manual.

3 Planned Outages

- 3.1 Planned Outages may occasionally be necessary for KCOM to carry out essential maintenance or network upgrades. These will be kept to a minimum.
- 3.2 Except in an Emergency or when circumstances are beyond KCOM's control KCOM will use reasonable endeavours to provide at least 10 (ten) Working Days' notice of any planned work which will affect the availability of the Services.
- 3.3 KCOM will give notice of Planned Outages to the CP Operational Contact identified in the Service Operations Manual. The CP can contact the KCOM Operational Contact or such other contact as notified by KCOM to CP from time to time to request an alternative outage time, which KCOM will use its reasonable endeavours to implement.

4 Alarms Caused by CP's Actions

- 4.1 If an alarm that affects the Services is detected on equipment which is monitored by KCOM, KCOM will contact the CP.
- 4.2 If the alarm has been caused by the CP's or an End User's action, for example:
 - (a) mains power failure without standby power; or
 - (b) disconnection of on-site equipment

KCOM will ask the CP to give an estimated time of clearance. This will allow KCOM to ensure that alarms have been cleared and Services have recovered when power is restored.

- 4.3 Whenever possible, the CP should give KCOM advance notice of any event, for example building work necessitating disconnection of power which may disrupt the supply of the Service.

5 Incident Management

- 5.1 In the event that the CP becomes aware of any problem or a breakdown in the operation of the Services, any KCOM Equipment or the KCOM Network, the CP should notify KCOM by contacting the KCOM Technical Support Team in accordance with the Incident Management Procedure as set out in the Service Operations Manual.

- 5.2 Once it has been established that a problem exists, KCOM shall rectify incidents in accordance with the Service Standards.
- 5.3 To diagnose and resolve any suspected incidents rapidly and effectively, the CP should endeavour to ensure the CP is in possession of the following information when contacting the KCOM Technical Support Team:
- (a) the CP's organisation name and address;
 - (b) the End User's name and address;
 - (c) details of the Service provided by KCOM to End User as applicable;
 - (d) the address of the End User Site which is affected by the incident and the details of a contact at the End User Site;
 - (e) affected Exchange Line ID;
 - (f) nature of the incident;
 - (g) details of any tests the CP may have carried out in attempting to localise the problem;
 - (h) availability of access to the End User Site for KCOM's engineering staff;
 - (i) confirmation as to whether affected Exchange Lines can be taken out of service, if necessary, for testing.
- 5.4 Failure to meet the Time To Resolve (TTR) obligation for a Service Affecting Incident may entitle the CP to claim compensation as detailed in Section 6 of this Schedule 5.
- 5.5 Subject to section 5.6:
- 5.5.1 Where the CP has selected Service Level 1 KCOM will use its reasonable endeavours to:
- (a) make repairs to the affected Services between the hours of 8.00 am and 5.00pm on Working Days;
 - (b) repair an incident by the end of the second full Working Day after it is reported by the CP to KCOM
 - (c) contact the CP to report the progress being made to restore the Service if the Service is not restored within the timescales set out in Section 5.5.1(b) of this Schedule 5.
- 5.5.2 Where the CP has selected Service Level 2 KCOM will use its reasonable endeavours to:

- (a) make repairs to the affected Services between the hours of 8.00 am and 6.00pm on Working Days and Saturdays;
- (b) repair an incident within 1 Working Day of it being reported by the CP to KCOM;
- (c) contact the CP to report the progress being made to restore the Service if the Service is not restored within the timescales set out in Section 5.5.2(b) of this Schedule 5.

5.5.3 Where the CP has selected Service Level 3 KCOM will use its reasonable endeavours to:

- (a) make repairs to the affected Services 24 hours a day, 7 days a week;
- (b) repair an incident within 5 hours of it being reported by the CP to KCOM;
- (c) contact the CP to report the progress being made to restore the Service if the Service is not restored within the timescales set out in Section 5.5.3(b) of this Schedule 5.

5.6 The TTR period shall begin once the CP notifies the KCOM Technical Support Team of the incident in accordance with the Incident Management Procedure.

5.7 The TTR period shall cease upon notice to the CP by the KCOM Technical Support Team of an incident resolution. KCOM will record the duration of the TTR period in order to be able to comply with KCOM's obligations under section 5.5.

5.8 If KCOM is prevented from resolving the incident within the TTR as a result of not being able to gain access to the End User Site (subject to providing prior notice wherever possible), then the time period from when KCOM notifies the CP of KCOM's inability to gain access to the End User Site to the time when KCOM actually gains access shall be deducted from the TTR calculations for the purposes of the Service Credits. For the avoidance of doubt, KCOM reserves the right to charge the CP a Call Out Charge where KCOM is unable to gain access to the End User Site pursuant to this Section 5.8.

5.9 If the incident cannot be traced to the Services, the KCOM Network or KCOM Equipment, and appears to be a problem with resources or equipment for which KCOM is not responsible, KCOM will provide the CP with a report of tests that have been carried out and an explanation of how the incident was traced. This report will be supplied in writing to the CP if requested. KCOM reserves the right to apply Time Related Charges (TRC) including without limitation, any Call Out Charge, as published in the Price List for any abortive fault localisation work undertaken.

5.10 The CP can request an expedited service which offers a faster TTR than the contracted TTR which applies to an Exchange Line. The expedited service options are as follows:

- (i) an upgrade of the standard contracted TTR from Service Level 1 to an expedited TTR of Service Level 2; or
- (ii) an upgrade of the standard contracted TTR from Service Level 1 to an expedited TTR of Service Level 3; or
- (iii) an upgrade of the standard contracted TTR from Service Level 2 to an expedited TTR of Service Level 3.

The CP must request an expedited service at the time of reporting the relevant incident and agrees to pay the charge specified in the Price List for the expedited service. If KCOM is unable to offer an expedited service for a particular incident KCOM will advise the CP. The TTR will commence from the time that KCOM confirms to the CP that it accepts the request for an expedited service.

If KCOM fails to repair the Service within the requested expedited TTR:

- (i) the CP will not be required to pay the charge for the expedited service; and
- (ii) provided that a Service Credit is payable under the original standard contracted TTR, the CP shall be entitled to claim a Service Credit in accordance with the standard contracted TTR.

For the avoidance of doubt, where KCOM fails to repair the Service within the requested expedited TTR, the CP shall still be required to pay any Charges that would otherwise be payable had the CP not requested an expedited service including without limitation any Time Related Charges (TRC) and Call Out Charge, as published in the Price List.

6 Service Credits

6.1 Where KCOM fails to comply with this Service Standard, and KCOM is unable to demonstrate the delay to be caused by failure of the CP to fulfil any of the CP's obligations or by a delay caused by the End User or a Third Party or by circumstances its beyond reasonable control or an incident that is otherwise determined by KCOM to be a CP Responsible Incident, the CP shall be entitled to the Service Credits set out in this Section 6.

6.2 For each day or part day KCOM is late in meeting the Proposed Start Date or for each day or part day KCOM fails to meet the TTR for Service Affecting Incidents the CP has the right to claim compensation as detailed in Table 1.

Table 1

	Installation	TTR
Analogue Exchange Lines ISDN2 Exchange Lines	The daily amount is an amount equal to 5 days' line rental charge payable in respect of the affected Exchange Line	The daily amount is an amount equal to 5 days' line rental charge payable in respect of the affected Exchange Line
ISDN30 Exchange Lines (per channel affected)	The daily amount is an amount equal to 5 days' line rental charge payable in respect of the affected Exchange Line	The daily amount is an amount equal to 5 days' line rental charge payable in respect of the affected Exchange Line

6.3 The maximum Service Credit the CP may claim under this Agreement in respect of an Order where KCOM fails to achieve the Proposed Start Date is 60 x the daily amount specified in Table 1 above.

6.4 The maximum Service Credit the CP may claim under this Agreement for any one failure to meet the TTR will be limited to:

- (a) for Analogue Exchange Lines 60x the daily amount specified in Table 1 above;
- (b) for ISDN2 Exchange Lines, 60x the daily amount specified in Table 1 above; and
- (c) for ISDN30 Exchange Lines per channel affected, 60x the daily amount specified in Table 1 above.

6.5 For the avoidance of doubt, KCOM shall not be liable to pay Service Credits for both a failure to meet the Proposed Start Date and a failure to meet the TTR for Service Affecting Incidents in respect of the same incident or cause.

7 Payment of Service Credits

7.1 All claims for Service Credits must be submitted to the KCOM Operational Contact within 30 Working Days (dependent on the type of claim), from either:

- the date Service was delivered (late delivery)
- the date the incident was notified to KCOM (incident management)

7.2 Credit notes for any Service Credits due to the CP will be issued which can be used to offset future Charges. If at any time an account enters into credit, the CP may request payment by cheque to reduce the account balance to zero. When the balance on the account is in debit, a cheque cannot be requested.

7.3 KCOM will issue Service Credits from the date the CP enters into this Agreement with KCOM. Service Credits will not be issued retrospectively for any Service Standard failures which occurred prior to the date that the CP and KCOM entered into this Agreement.