



# **Conditions for BT IPstream Service Schedule 2 - Service Level Agreement**

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## **CONTENT**

- 1. Interpretation**
- 2. Introduction**
- 3. Service Levels**
- 4. Maintenance Classes**
- 5. Quality of Service Issues**
- 6. Service Level Guarantees**
- 7. Compensation Payments**
- 8. Exclusions**

# Conditions for BT IPstream Service

## Schedule 2 – Service Level Agreement

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### 1. INTERPRETATION

**“Accepted”** means an Order which has been received by the Gateway and given an order number.

**“BT Validation Duty”** means the nominated team within BT that handle all compensation claims.

**“Broadband ADSL Repair”** means repair service performance measured across BT Datastream, BT IPstream and BT Ipstream Connect combined.

**“Contractual Delivery Date”** means the date agreed between BT and the Customer when the BT Central or BT Central Plus will be installed by BT.

**“Development Road Map”** means the development section of the BT Website.

**“Original Delivery Date”** means the date notified by BT to the Customer when the End User Access order will be provisioned by BT.

**“Reporting Period”** means a calendar month.

**“Requisite Period”** means the times specified in this Schedule for the repair of End User Access faults.

**“Service Performance Report”** means the reports supplied to the Customer by the SMC detailing BT’s performance against the targets detailed in this Schedule.

### 2. INTRODUCTION

2.1 This Schedule contains the service level agreement between BT and the Customer for the Service. It also sets out the automatic payments by way of immediate compensation to be made between BT and the Customer if BT is in breach of those provisions 7.1 and 7.3 of this Schedule. Compensation for breaches of provisions 7.2 and 7.4 of this Schedule shall only be allowed and payable if the CP notifies BT of the default giving rise to the claim.

2.2 BT is committed to a programme of continuous improvement relating to the Service, including the Gateway, billing processes and introduction of Service enhancements from time to time.

2.3 For the purposes of this Schedule the Customer acknowledges that only those performance measures produced by the relevant Customer SMC in accordance with the Broadband Service Level Agreement Handbook will be used as the basis for assessing BT’s performance.

2.4 BT will aim to comply with the quality of service levels defined under paragraph 3 of this Schedule, but such levels are targets and BT has no liability for any failure to meet such targets.

2.5 Subject to paragraph 6 below, BT will comply with the service guarantees defined under paragraph 5 of this Schedule and will be liable for any failures as set out in paragraph 5.

# Conditions for BT IPstream Service

## Schedule 2 – Service Level Agreement

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### 3. SERVICE LEVELS

#### 3.1 Document Provision

The documents in the table below will be made available on line to the Customer via the BT Website.

Customer Handbook
Credit Vetting and Security Deposits Policy
Broadband Service Level Agreement Handbook

BT will give the Customer at least 28 days notice of any changes proposed for the documents referred to above.

#### 3.2 Provision of Service Performance Reports

BT will provide the Customer with the following Service Performance Reports:

- (a) The Daily Provision and Repair of End User Access Order Progress Report. (orders/faults)

These reports summarise the status of each End User order placed or End User fault reported by the Customer against the following categories:

- Rejected
- Completed
- Cancelled
- In Progress
- New Order

- (b) Weekly Order and Repair Summary.

This report summarises order and fault data on a weekly basis from Monday to Friday for BT Normal Working Hours.

- (c) Monthly Customer Report on Service Level Agreement Measures.

This report summarises BT's performance against the quality of service measures and service guarantees detailed in this Schedule in paragraphs 3.3(a)(iii), 3.3(b), 6.1, 6.2, 6.3 and 6.4 below.

- (d) BT will also make available on line to the Customer via the BT Website BT's over all monthly Broadband performance for all of its customers against the measures detailed in paragraphs 3.4, 3.3(b), 6.1 and 6.2 below.

- (e) BT will produce reports on a one-off basis in relation to the resolution of a specific issue where BT and the Customer agree that it will be of mutual benefit to do so.

- (f) BT may from time to time introduce new Service Performance Reports or modify the reports listed under paragraph 3.2 of this Schedule.

#### 3.3 Acceptance of End User Access Orders

- (a) BT will aim to:

- (i) accept or reject orders for the provision of ADSL End User Accesses within 2 Working Days of receipt of a completed CRF;

## **Conditions for BT IPstream Service**

### **Schedule 2 – Service Level Agreement**

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- (ii) accept or reject orders for the provision of SHDSL End User Accesses within 14 Working Days of receipt of a completed CRF;
- (b) Orders rejected after acceptance due to an error by BT will be no more than 20% of the total number of orders received from the Customer for that Reporting Period.

#### **3.4 Cessation of End User Access Orders**

BT will aim to cease an End User Access on the date requested by the Customer provided the Customer gives BT no less than 5 Working Days notice.

#### **3.5 Acceptance of BT Central and BT Central Plus Orders**

BT will aim to notify the Customer of acceptance or of the reasons for the rejection of an Order for a BT Central or BT Central Plus within 10 days of receipt of the completed Order Form and CRF.

#### **3.6 Planned and Emergency Downtime**

- (a) For the purpose of providing new installations, updating facilities and general maintenance, scheduled downtime will occur from time to time. BT will provide the Customer with at least 14 days notice of any scheduled downtime.
- (b) BT may occasionally suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency, but before doing so will give the Customer as much notice as possible and whenever practicable will agree with the Customer, when the Service will be suspended.

#### **3.7 Appointments**

BT will use its reasonable endeavours to keep all repair, and cessation appointments with the End User agreed between BT and the Customer under this Contract. If BT finds itself unable to keep such an appointment, BT will give the Customer and End User as much notice as possible and will agree a further appointment date at the earliest opportunity to do so.

### **4. MAINTENANCE CLASSES**

#### **4.1 End User Access Maintenance Classes**

- (a) **Broadband Enhanced Care**

The Customer may order the Broadband Enhanced Care level of service for an End User Access. Broadband Enhanced Care operates 24 hours a day, 7 days a week including UK Bank and Public Holidays. BT will respond to a fault report within 3 hours of receipt of the fault report and BT will clear the fault within 20 hours of receipt of the fault report. The Broadband Enhanced Care level of service is available at BT's applicable rates which are detailed in the BT Price List.

- (b) **Broadband Symmetric Enhanced Care**

The Customer may order the Broadband Symmetric Enhanced Care level of service for a BT IPstream Symmetric End User Access. Broadband Symmetric Enhanced Care operates 24 hours a day, 7 days a week including UK Bank and Public Holidays. BT will respond to a fault report within 3 hours of receipt of the fault report and BT will clear the fault within 20 hours of receipt of the fault report. The Broadband Enhanced Care level of service is available at BT's applicable rates which are detailed in the BT Price List.

- (c) **Broadband Standard Care**

## **Conditions for BT IPstream Service**

### **Schedule 2 – Service Level Agreement**

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Where the Customer has not requested either of the maintenance service levels detailed in paragraphs 4.1(a) and 4.1(b) above, then the End User Access will be maintained to Broadband Standard Care level, which operates during BT Normal Working Hours as defined in Schedule 1. BT will clear the fault within 40 hours of receipt of the fault report.

#### **4.2 BT Central and BT Central Plus Maintenance Service Level**

The BT Central or BT Central Plus will be maintained to Total Care level, which operates 24 hours a day, 7 days a week including Bank and Public Holidays. BT will respond within 4 hours of receipt of a fault report. If the fault is not cleared during this period BT will advise the Nominated Contact of the progress being made to clear the fault.

#### **5. QUALITY OF SERVICE ISSUES PROCESS**

5.1 If a Service Performance Report shows that a quality of service measure, or a service guarantee contained in this service level agreement is not being achieved, BT shall, upon request from the Customer, supply the Customer with a corrective action plan within 10 Working Days of receipt by BT of the Customer's complaint by following the issues process detailed below:

- (a) All enquiries regarding service levels should in the first instance be submitted to the appropriate BT **Nominated Contact** for the Customer.
- (b) All issues will be raised with BT by the Customer's Nominated Contacts, where a BT person most suited to deal with the issue will be nominated.
- (c) BT will supply the Customer with a corrective action plan within 10 Working Days of the issue being notified to BT by the Customer.
- (d) Upon receipt of the corrective action plan, the Customer may request a meeting with the appropriate BT **Nominated Contact** to discuss its contents.
- (e) BT will keep the Customer informed on a regular basis of all relevant developments concerning implementation of the corrective action plan either via the Development Roadmap published on the BT Website or via the Customer's Nominated Contact. The BT **Nominated Contact** will meet with the Customer to further review the situation until the corrective action plan has been fully implemented.

#### **6. SERVICE GUARANTEE**

##### **6.1 Provision of new End User Accesses**

- (a) **BT will complete the provision of 100% of all Accepted orders for new** End User Accesses received from the Customer in a calendar month on or before the **Original Delivery Date**, in default of which, the Customer will be entitled to claim compensation as detailed in paragraph 7.1 below.
- (b) BT will investigate any complaint made by a Customer regarding defective provision of an End User Access provided that the Customer notifies BT of such a complaint within two weeks of the date that the **provision** of the End User Access was completed.
  - (i) If the investigation by BT confirms that the End User has never been able to utilise the Service due to the defective installation of the End User Access by BT, then neither the connection charge nor the rental for the End User Access will be payable by the Customer until the Service has been proven to work.
  - (ii) If the investigation by BT confirms that the End User has not been able to utilise the Service because BT has installed an End User Access which does not match the options requested by the Customer on the CRF, then neither the connection charge nor the rental for the End User Access will be payable by the Customer until the correct End User Access option has been provided.

## Conditions for BT IPstream Service

### Schedule 2 – Service Level Agreement

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- (iii) If the investigation by BT confirms that the End User has been able to utilise the Service but BT has provided an End User Access option with a higher throughput rate than that requested by the Customer on the CRF, then only the rental and connection charge applicable to the End User Access option ordered by the Customer will be charged for and BT will install the End User Access option requested.
- (iv) If an End User Access option with a lower throughput rate than that requested by the Customer on the CRF has been installed, then the full connection fee for the End User Access option requested will be payable by the Customer but only the rental applicable to the End User Access option installed will be payable by the Customer until the correct End User Access option is installed.
- (v) If the investigation by BT confirms that the End User has not been able to utilise the Service due to provision by BT in accordance with an incorrect or inaccurate CRF submitted by the Customer, BT will be entitled to the full connection fee and the full rental applicable to the End User Access requested and reserves the right to charge an administration fee.

#### 6.2 Provision of BT Central or BT Central Plus Orders

BT will complete the provision of all Accepted BT Central or BT Central Plus orders by the Contractual Delivery Date, in default of which the Customer will be entitled to claim compensation as detailed in paragraph 7.2 below.

#### 6.3 Repair of reported faults with End User Accesses

BT will clear a fault with an End User Access reported to BT by the Customer in accordance with either the provisions of paragraph 4.1(c) above, or where applicable, the provisions of either paragraph 4.1(a) or 4.1(b) above, in default of which, the Customer will be entitled to a payment of compensation as detailed in paragraph 7.3 below. A fault report will be considered to have been cleared by BT if it has been either: -

(a) corrected by BT; or

(b) BT has investigated the fault and the initial fault testing indicates that a fault is not found and the Customer requests an SFI; and

this has been confirmed by BT to the Customer via the SMC.

#### 6.4 Repair of reported faults with BT Centrals or BT Central Plus

BT will clear a fault with the Customer's BT Central or BT Central Plus reported to BT by the Customer within 20 hours of receipt of the fault report, in default of which, the Customer will be entitled to claim compensation as detailed in paragraph 7.4 below.

### 7. COMPENSATION PAYABLE

#### 7.1 Provision of End User Access

If BT fails to complete the provision of End User Access orders in accordance with paragraph 6.1 above, then BT will pay the Customer fixed compensation of £8 per Working Day or part Working Day for a maximum of 60 consecutive Working Days for each late provision completed within the Reporting Period. Compensation will begin on the Working Day following the Original Delivery Date and will cease on the actual date of provision of the End User Access or on the 60<sup>th</sup> Working Day, whichever is the earlier.

## Conditions for BT IPstream Service

### Schedule 2 – Service Level Agreement

#### 7.2 Provision of BT Central or BT Central Plus

If BT fails to complete the installation of the Customer's BT Central or BT Central Plus in accordance with paragraph 6.2 above, then BT will pay the Customer an amount equal to 10% of the connection charge for the relevant BT Central or BT Central Plus.

#### 7.3 Repair of End User Access

(a) If BT fails to clear an End User Access fault in accordance with paragraph 6.3 above, then BT will pay the Customer compensation as follows:

##### (i) ADSL End User Access

During any period from the date that the weekly reported performance for Broadband ADSL Repair has been less than 95% for 12 consecutive weeks until a date that the weekly reported Broadband ADSL Repair has been 95% or more for 12 consecutive weeks the fixed compensation paid shall be:

SERVICE LEVEL OPTION	REQUISITE PERIOD FOR REPAIR	FIXED COMPENSATION UNTIL REPAIR IS COMPLETED
Standard Care	40 hours	1 month's End User Access rental per day or part day for a maximum of 12 weeks for each End User Access not repaired within the Requisite Period.
Enhanced Care	20 hours	1 month's End User Access rental per day or part day for a maximum of 12 weeks for each End User Access not repaired within the Requisite Period.

During any period from the date that the weekly reported performance for Broadband ADSL Repair has been 95% or more for 12 consecutive weeks until a date that the weekly reported Broadband ADSL Repair is less than 95% for 12 consecutive weeks the fixed compensation paid shall be:

SERVICE LEVEL OPTION	REQUISITE PERIOD FOR REPAIR	FIXED COMPENSATION UNTIL REPAIR IS COMPLETED
Standard Care	40 hours	1 week's End User Access rental per day or part day for a maximum of 12 weeks for each End User Access not repaired within the Requisite Period.
Enhanced Care	20 hours	1 week's End User Access rental per day or part day for a maximum of 12 weeks for each End User Access not repaired within the Requisite Period.

The rental used for compensation purposes will be the applicable rental for the End User Access not repaired within the Requisite Period; and

## Conditions for BT IPstream Service Schedule 2 – Service Level Agreement

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### (ii) SHDSL End User Access

SERVICE LEVEL OPTION	REQUISITE PERIOD FOR REPAIR	FIXED COMPENSATION UNTIL REPAIR IS COMPLETED
Standard Care	40 hours	£8 per day or part day for a maximum of 12 weeks for each End User Access not repaired within the Requisite Period.
Enhanced Care	20 hours	£8 per day or part day for a maximum of 12 weeks for each End User Access not repaired within the Requisite Period.

(b) During any Requisite Period, for any period of time that by reason of the following, BT is unable to comply with its obligations for fault maintenance and repair under this Contract the clock shall be stopped and that period of time shall not be included in the calculation of the Requisite Period:

- (i) BT not having access to the End User premises at the agreed appointment time. The clock will be restarted at the next agreed appointment time where BT is able to have access to the End User premises;
- (ii) the Customer being unavailable to respond to enquiries from BT. The clock will be restarted when BT receive the required response to the enquiries from the Customer;
- (iii) where the Customer does not accept the first available appointment time offered by BT. The clock will stop at the time of the first available appointment time and will restart at the commencement of the alternative agreed appointment time.
- (iv) where there is an action caused by the Customer, third party, and/or the End User that directly causes BT to be unable to comply with such obligations. The clock will be restarted when such action is rectified;
- (v) in relation to maintenance levels 4.1(a) and 4.1(b) above, where BT is unable to gain access to the End User's premises to enable BT to fix the fault within 20 hours. The clock will be restarted when BT is able to have access to the End User's premise.

(c) Payment of fixed compensation will not apply if the circumstances described in paragraph 8 apply or the following additional reasons mean that BT is unable to comply with its obligations for fault maintenance and repair under this Contract;

- (i) the failure is due to a planned or emergency Service interruption; or
- (ii) the failure is due to an inaccurate fault report being submitted by the Customer; or a fault is not reported in accordance with the fault reporting provisions, as further described in the appropriate end to end process manual;
- (iii) the Customer has failed to complete a line test on the affected line(s);
- (iv) the Customer has failed to ask the End User the required Structured Questions to assist in the clearing of the fault.
- (v) where BT investigates a reported fault on an End User Access and the initial fault testing reveals that a fault is not found, whether or not the Customer then requests an SFI.



## Conditions for BT IPstream Service

### Schedule 2 – Service Level Agreement

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- (j) Any compensation payment for failure to meet the service level guarantees detailed above will be in full and final settlement of any claims relating to such service level guarantees.

#### 7.7 Dispute of Compensation Payable

If the Customer disputes the amount of compensation calculated by BT for a particular calendar month, then the Customer must contact the BT Validation Duty by the 20<sup>th</sup> day of that calendar month following the relevant Reporting Period using the procedures set out in the Broadband Service Level Agreement Handbook.

#### 8. EXCLUSIONS

- 8.1 The service levels set out in paragraph 3 and the service level guarantees set out in paragraph 6 above, do not cover faults other than those within the BT Network. For the avoidance of doubt, any faults due to a failure of non-BT equipment connected to the BT Network are excluded from the service level commitments in this Schedule as are faults due to the Customer equipment or network or any third party equipment or network.

- 8.2 The obligation to pay compensation shall not apply if BT are unable to comply with its obligations under this Contract due to the following: -

- (a) a fault on the Customer's own network or own equipment; or
- (b) a fault on any third party network or equipment used by the Customer in connection with the Service (including but not limited to any network or equipment provided by another customer of the BT IPstream service to the Customer); or
- (c) a breach of any part of this Contract by the Customer; or
- (d) a reason which is covered by paragraph 15 of the Conditions; or
- (e) due to the suspension of the Service under the provisions of this Contract; or
- (f) BT has requested access to premises from the Customer or an End User for such period as such access has not been given; or
- (g) BT has requested reasonable assistance or information from the Customer required to enable BT to comply with its obligations under this Contract and such reasonable assistance or information has not been given;
- (h) through no fault of its own, BT is unable to obtain any necessary permissions or consents required in connection with the performance of the Service or any part of it.

- 8.3 For the avoidance of doubt the obligations to pay or allow compensation shall be without prejudice to any other rights or remedies available to the Customer under this Contract.

- 8.4 Where a date being a date used in the calculation of compensation is changed by mutual agreement, the relevant date for calculation of such fixed compensation shall become the Working Day following the revised date.