

KCOM Accommodation Services

Schedule 4: Service Standards

1 DEFINITIONS

- 1.1 This Schedule contains the Service level agreement between KCOM and the CP for the Service.
- 1.2 KCOM will comply with and be liable for the Service Guarantees defined under paragraph 6 of this Schedule. A failure by KCOM to do so, may entitle the CP to claim compensation as detailed in paragraph 6 of this Schedule.

2 ORDERS

- 2.1 KCOM agrees to notify the CP and the CP agrees to notify KCOM in accordance with the timescales specified in paragraph 4 of Schedule 3 in relation to the submission and processing of PCR1s and PCR3s.

3 WORKS

- 3.1 KCOM shall use its reasonable endeavours to obtain all necessary planning and building regulation approvals and all other necessary consents for the Works and for the proposed occupation by the CP of the relevant area of the WFLLA Site.
- 3.2 If the CP's Specified Floor Area is not available within 42 Working Days of the Target Date the CP may at any time thereafter serve notice on KCOM to terminate the Order for the relevant WFLLA Site forthwith but without prejudice to the rights of either party in respect of any antecedent breach of any agreement or condition contained in this Agreement and without prejudice to the obligation of the CP under paragraph 10 of Schedule 3.
- 3.3 If the CP's Specified Floor Area is not available within 42 Working Days of the Target Date KCOM may at any time thereafter serve notice on the CP to terminate the Order for the relevant WFLLA Site forthwith if the carrying out or continuation of the Works is being prevented because:
- 3.3.1 there is some defect or deficiency in the relevant WFLLA Site that renders the Works impracticable or means the Works can only be undertaken at a cost that is unreasonable in the circumstances; or
 - 3.3.2 the Works are prevented by an Event of Force Majeure; or
 - 3.3.3 of the occurrence of any circumstances beyond KCOM's reasonable control;

but without prejudice to the rights of either party in respect of any antecedent breach of any agreement or condition in this Agreement and without prejudice to the obligation of the CP under paragraph 10 of Schedule 3.

- 3.4 As soon as it becomes apparent to KCOM that the Target Date may change by more than 5 Working Days, KCOM shall by written notice served on the CP within 5 Working Days, advise the CP of its best estimate of revised Target Date including full justification for such revision if the revised Target Date is later than the original Target Date.
- 3.5 The CP may by prior arrangement with KCOM enter (but not more than twice) the WFLLA Site in order to inspect and view the state and progress of the Works and the materials used and the CP shall comply with all and any requirements KCOM may impose with regard to such inspections. The CP may not impede or obstruct the progress of the Works nor issue any instructions to the Contractor and will address any requirement or complaint to the Representative.
- 3.6 KCOM shall have full right and liberty at any time after the date hereof to enter into such party wall drainage or other agreements with any adjoining or adjacent owner or occupier the local authority the highway authority or any statutory undertaker as shall be necessary to carry out the Works.

4 LICENCE COMPLETION

- 4.1 Subject to paragraph 4.3 below, a Licence relating to the Specified Floor Area shall be granted with effect from the Licence Completion Date.
- 4.2 Prior to the Licence Completion Date KCOM shall provide to the CP a handover pack including the relevant keys and photograph(s) of the Specified Floor Area together with a sign-off sheet which the CP shall return to KCOM to acknowledge receipt.
- 4.3 Not later than 10 Working Days from receipt of the handover pack, the CP shall accept or reject the Specified Floor Area. If the CP fails to notify KCOM within such timescale, the CP shall be deemed to have accepted the Specified Floor Area. The CP may only reject the Specified Floor Area if it does not conform to the specification of the Specified Floor Area. Snagging shall not be a reason for such rejection.
- 4.4 If the CP properly rejects the Specified Floor Area, KCOM will carry out further works to ensure the Specified Floor Area accord with the specification of the Specified Floor Area. If either party disagrees following rejection under paragraph 4.3 above, either party may refer such dispute in accordance with Clause 18 of the main body of this Agreement.

- 4.5** KCOM shall make good any defects in the Works properly notified in writing by the CP within the defects liability period of the Building Contract as soon as possible to the extent that KCOM is able to enforce the defects liability provisions in the Building Contract.
- 4.6** The CP shall commence to pay to KCOM the Licence Fee in relation to the relevant Specified Floor Area on and from the Licence Completion Date whether or not the CP takes occupation on that date.

5 FAULT HANDLING AND REPAIR

- 5.1** KCOM will clear Priority A Faults within 5 hours of receipt of a fault report.
- 5.2** KCOM will clear Priority B Faults within 24 hours of receipt of a fault report.

6 SERVICE GUARANTEES

6.1 Subject to:

- (a) the parties agreeing to a later RFI Date; and/or
- (b) extensions of time under this Schedule 4 if applicable,

if KCOM provides the CP with the Services later than the Target Date calculated in accordance with paragraph 2 above, the CP shall be entitled to claim fixed compensation in respect of the relevant period commencing on the Working Day following the expiry of such period expiring on the RFI Date.

- 6.2** If KCOM fails to repair any power fault where the fault applies to either the electricity supply KCOM provides to the CP's Specified Floor Area, or KCOM supplied DC power systems, or AC power systems at a WFLLA Site within the period shown in the table below, following receipt by KCOM of a fault report by any Communications Provider affected by the power outage, subject to paragraph 6.2.4, the CP shall be entitled to claim fixed compensation as set out in this paragraph 6.2, in respect of the period from the commencement of the power fault and expiring on completion of the repair, or 5 hours, whichever is the earlier, as follows:

6.2.1 For faults with the Essential Services Supply:

- (a) Where the CP had a Specified Floor Area at the relevant WFLLA Site and is not applicable for the Service Guarantee set out in paragraph 6.2.2;

Requisite Period	A break of Service greater than 10 minutes duration and less than 5 hours	A repeated break of Service which occurs within 12 months of a previous Essential Service Supply fault, less than 5 hours duration
Fixed compensation	15% of the annual Essential Service Supply charge as set out in the Price List at the time of the outage	25% of the annual Essential Service Supply charge as set out in the Price List at the time of the outage

- (b) Where the CP had a Specified Floor Area at the relevant WFLLA Site and is applicable for the Service Guarantee set out in paragraph 6.2.2:

Requisite Period	A break of service greater than 10 minutes duration and less than 5 hours	A repeated break of service which occurs within 12 months of a previous Essential Service Supply fault, less than 5 hours duration
Fixed compensation	30% of the annual Essential Service Supply charge as set out in the Price List at the time of the outage	50% of the annual Essential Service Supply charge as set out in the Price List at the time of the outage

6.2.2 For faults with the DC power supply

Requisite Period	A continuous break of service less than 5 hours	A repeated break of service which occurs within 12 months of a previous DC fault, less than 5 hours duration
Fixed compensation	10% of the annual DC power system charge as set out in the Price List at the time of the outage	25% of the annual DC power system charge for the CP's Specified Floor Area, as set out in the Price List at the time of the outage

6.2.3 For faults with the AC power supply:

Requisite Period	A continuous break of service less than 5 hours	A repeated break of service which occurs within 12 months of an AC fault, less than 5 hours duration
Fixed compensation	10% of the AC charge for the CP's Specified Floor Area as set out in the Price List at the time of the outage	25% of the AC charge for the CP's Specified Floor Area as set out in the Price List at the time of the outage

6.2.4 If the cause of the power fault condition is identified by KCOM as due to a Communications Provider failing in its obligations under paragraph 4.1 of Schedule 2, then, KCOM shall charge the Communications Provider causing the fault condition the Power Fault Not Found charge that applies at the time the fault was reported to KCOM, as set out in the KCOM Price List for the relevant period, per fault and no fixed compensation will be allowed to the Communications Provider.

7 QUALITY OF SERVICE ISSUES PROCESS

7.1 If a Service Level or a Service Guarantee contained in this Service Standard is not being achieved, the following issues process shall be followed:

- (a) all enquiries regarding Service Levels or Service Guarantees should in the first instance be submitted to the appropriate KCOM contact in the Customer Service Plan;
- (b) all issues will be raised with the KCOM contact will be referred to a KCOM person most suited to deal with the issue;
- (c) KCOM will supply the CP with a corrective action plan within 10 Working Days of the issue being notified to KCOM contact by the CP;
- (d) upon receipt of the corrective action plan, the CP may request a meeting with the KCOM contact to discuss its contents.

7.2 KCOM will keep the CP informed on a regular basis of all relevant developments concerning implementation of the corrective action plan. The KCOM contact will meet with the CP to further review the situation until the corrective action plan has been fully implemented.

8 WHAT IS NOT COVERED

8.1 A Service Level and Service Guarantee will not apply if:

- (a) the CP is in breach of any part of this Agreement or KCOM suspends the Service or any part of it in accordance with this Agreement; or
- (b) the CP and KCOM agree a different timescale for performance; or
- (c) reasonable assistance is required or information is reasonably requested by KCOM from the CP or a Third Party and such assistance or information is not provided; or
- (d) the CP fails to respond to a query raised by KCOM; or
- (e) 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 Service Guarantee; or
- (f) the failure is due to an Event of Force Majeure; or
- (g) the failure is due to an inaccurate Order being submitted by the CP; or
- (h) a fault is not reported in accordance with the fault reporting procedures notified by KCOM to the CP; or

- (i) the default giving rise to compensation entitlement is not notified under paragraph 6 of this Schedule and in accordance with any fault reporting procedures notified by KCOM to the CP; or
- (j) the CP has failed to implement any instructions issued by KCOM in relation to the Service.

9 PAYMENT OF COMPENSATION

- 9.1** All claims for compensation must be submitted to the KCOM Operational Contact within 30 Working Days (dependent on the type of claim), from either:
- (a) the Working Day following the expiry of the Target Date pursuant to paragraph 6.1;
 - (b) the date of the relevant power fault pursuant to paragraph 6.2.
- 9.2** Credit notes for any compensation 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.
- 9.3** KCOM will issue compensation from the date the CP enters into this Agreement with KCOM. Compensation will not be issued retrospectively for any failures which occurred prior to the date that the CP and KCOM entered into this Agreement.