

## Reference Offer Provision of KCOM Wholesale FibreLine Local Access

### 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 WFLLA CableConnect, WFLLA FTTC and WFLLA FTTP.

#### 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 To the extent that it affects any compensation payable pursuant to this Schedule 5, the Service Levels will not apply if:
  - (a) the failure by KCOM is due to the performance of the public internet;
  - (b) the failure by KCOM is due to the CP's own network or equipment, the End User's Equipment or any other network or equipment outside the KCOM Network; or
  - (c) the CP is in breach of any part of this Agreement which relates to the provision of the Services to the relevant WFLLA Site and/or End User Site, or 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 WFLLA Site and/or End User Site or the CP fails to agree an appointment date or work is aborted due to the CP; 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 Service interruption; or
- (j) the failure is due to a Planned Outage on the KCOM Network or an Emergency; or
- (k) the failure is due to an inaccurate Order being submitted by the CP; or
- (l) if the incident is not reported in accordance with the incident reporting provisions as specified in the Service Operations Manual; or

### **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 endeavors 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 Expedite**

- 4.1 The CP may request an earlier Proposed Start Date when it places an Order of a WFLLA FTTP (a "point of sale expedite"). If the Order is expedited KCOM will charge the CP the Expedite Charge as set out in the Price List.

### **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) where the incident affects an End User, the End User's organisation name and address;
  - (c) details of the Service provided by KCOM to the CP and/or End User as applicable;
  - (d) the address of the WFLLA Site and/or End User Site which is affected by the incident and the details of a contact at the WFLLA Site and/or End User Site;
  - (e) affected WFLLA CableConnect circuit reference numbers and/or the Exchange Line ID for affected End User services;
  - (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 CP Equipment in the CP Equipment Room at the WFLLA Site and/or End User Site for KCOM's engineering staff;
  - (i) confirmation as to whether affected Services 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 paragraph 6 of this Schedule 5.
- 5.5 When submitting an Order, the CP may request that any of Service Level 2 or 3 be applied to the Service. Subject to paragraph 5.6:
- 5.5.1 Where the CP is provided with a FTTC WFLLA or FTTP WFLLA Service KCOM will provide Service Level 2 as the default Service Level. In so doing, KCOM will use its reasonable endeavours to:
- (a) make repairs to the affected Services between the hours of 8.00 am and 5pm on Working Days;
  - (b) repair an incident by the end of the 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 paragraph 5.5.1(b) of this Schedule 5.
- 5.5.2 Where the CP has selected Service Level 3 in relation to a FTTC WFLLA or FTTP WFLLA Service KCOM will use its reasonable endeavours to:
- (a) make repairs to the affected Services between the hours of 8.00 am and 6pm on any day including Saturdays, Sundays, public or bank holidays in the United Kingdom;
  - (b) where the CP reports an incident prior to 12 noon, repair an incident by 6pm that same

day;

- (c) where the CP reports an incident after 12 noon, repair an incident by 6pm the following Working Day;
- (d) 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 paragraph 5.5.2(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 paragraph 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 CP Equipment Room or End User Site (as applicable) (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 CP Equipment Room or End User Site to the time when KCOM actually gain 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 as set out in the Price List where KCOM is unable to gain access to the CP Equipment Room or End User Site pursuant to this paragraph 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.

## **6 Service Credits**

- 6.1 The Transition and Data Only WFLLA Services and the applicable End User Rental Charges for such Services are specified in the Price List.
- 6.2 Where KCOM fails to comply with this Schedule 5, 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 claim the Service Credits set out in this paragraph 6.

6.3 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**

<b>Service</b>	<b>Installation</b>	<b>TTR</b>
<b>WFLLA FTTC</b> <b>WFLLA FTTP</b>	An amount equal to 5 x the daily End User Rental Charge payable in respect of the Transition / Data Only WFLLA Service as applicable.	An amount equal to 5 x the daily End User Rental Charge payable in respect of the Transition / Data Only WFLLA Service as applicable.

6.4 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 End User Rental Charge payable in respect of the Transition / Data Only WFLLA Service as applicable.

6.5 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 WFLLA FTTC, 60 x the daily End User Rental Charge payable in respect of the Transition / Data Only WFLLA Service as applicable; and;
- (b) for WFLLA FTTP, 60 x the daily End User Rental Charge payable in respect of the Transition / Data Only WFLLA Service as applicable.

6.6 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:

- (a) the date Service was delivered (late delivery); or
- (b) 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.