

# Reference Offer for Dark Fibre Services

## Schedule 3: Service Standards

### 1 Service Standards

- 1.1 The Service Standards are the levels of service the CP can expect from KCOM for certain aspects of the Services.
- 1.2 The CP will provide KCOM with details of the CP Order Correspondence Contact(s) and the CP Operational Contact(s) and their details shall be set out in the Customer Service Plan. KCOM will only accept Orders placed by the CP Order Correspondence Contact(s) named in the Customer Service Plan and KCOM shall only address incidents raised by the CP Operational Contact(s) set out in the Customer Service Plan.

### 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 Standards will not apply if:
- (a) the failure by KCOM is due to the CP's own network or equipment or any other network or equipment outside the KCOM Network, including but not limited to End User Equipment; or
  - (b) the CP is in breach of any part of this Agreement which relates to the provision of the Services to the relevant CP Site, Exchange Site and/or End User Site, or KCOM suspends the Services or any part of them in accordance with this Agreement; or
  - (c) 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 CP Site, the relevant Exchange Site, the CP Equipment Room and/or End User Site or the CP fails to agree an appointment date or work is aborted due to the CP; or
  - (d) 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
  - (e) 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
- (f) 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 Standard; or
  - (g) the failure is due to an Event of Force Majeure; or
  - (h) the failure is due to a Planned Outage on the KCOM Network or an Emergency; or
  - (i) the failure is due to an inaccurate Order being submitted by the CP; or
  - (j) if the incident is not reported in accordance with the incident reporting provisions as specified in the Service Operations Manual; or
  - (k) in the case of Exchange Sites the failure is on the cable or its termination within the CP Equipment Room.

### **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 its 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 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. KCOM will give notice of Planned Outages to the named contact(s) with the CP.

### **4 Incident management**

- 4.1 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.
- 4.2 Once it has been established that a problem exists that comprises a Service Affecting Incident, KCOM shall rectify such Service Affecting Incident in accordance with the Service Standards.
- 4.3 To diagnose and resolve any suspected Service Affecting 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 suspected Service Affecting Incident affects an End User, the End User's organisation name and address;
- (c) the address of the CP Site, Exchange Site and/or End User Site which is affected by the suspected Service Affecting Incident and the details of a contact at the Site;
- (d) affected circuit reference numbers;
- (e) nature of the suspected Service Affecting Incident;
- (f) details of any tests the CP may have carried out in attempting to localise the problem;
- (g) availability of access to the CP Site and/or End User Site for KCOM's engineering staff;
- (h) confirmation as to whether affected circuits can be taken out of service if necessary for testing.

4.4 Failure to meet the Time To Resolve (**TTR**) obligation at paragraph 4.5(b) of this Schedule 3 for a Service Affecting Incident may entitle the CP to compensation as detailed in paragraph 6 of this Schedule 3.

4.5 KCOM will use its reasonable endeavours to:

- (a) make the repair service available 24 hours a day, 7 days a week including Public and Bank Holidays within the UK;
- (b) repair a Service Affecting Incident within 18 clock hours of it being reported (measured 24 hours a day, 7 days a week including Public and Bank Holidays within the UK);
- (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 4.5(b) of this Schedule 3.

4.6 The TTR period shall begin once the CP notifies the KCOM Technical Support Team of the suspected Service Affecting Incident in accordance with the Incident Management Procedure.

4.7 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 4.5.

4.8 If KCOM is prevented from resolving the Service Affecting Incident within the TTR as a result of not being able to gain access to the affected 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 Site to the time when KCOM actually gains access shall be deducted from the TTR calculations for the purposes of calculating the Service Credits.

- 4.9 If the incident cannot be traced to KCOM's 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 will apply Time Related Charges as published in the Price List for any abortive fault localisation work undertaken.

## **5 Service Credits**

- 5.1 Where KCOM fails to comply with a Service Standard, and KCOM is unable to demonstrate the delay has been 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 beyond its reasonable control or an incident is otherwise determined by KCOM to be a CP Responsible Incident, the CP shall be entitled to the Service Credits set out in this paragraph 5.

### Proposed Start Date

- 5.2 For each Working Day or part Working Day KCOM is late in meeting the Proposed Start Date (as such Proposed Start Date may be amended in accordance with paragraph 2 of Schedule 2), the CP shall be entitled to the daily sum specified in the Price List for the Service affected by the failure.
- 5.3 The maximum Service Credit that the CP may receive under this Agreement in respect of an Order where KCOM fails to achieved the Proposed Start Date is 60 x the daily sum specified in the Price List for that Service.

### Time To Resolve

- 5.4 In the event that KCOM fails to meet the TTR for Service Affecting Incidents, the CP will receive compensation as detailed in Table 1.

Table 1

Time to resolve Service Affecting Incident (number of hours after TTR)	Service Credit
Up to 3 hours after 18 clock hours	1% of annual Rental Charges *
3-6 hours after 18 clock hours	3% of annual Rental Charges *
6+ hours after 18 clock hours	5% of annual Rental Charges *

\* refers to Rental Charges paid by CP in the previous 12 months.

- 5.5 The Service Credits in Table 1 above are not cumulative. For example, in the event that KCOM fails to meet the TTR for a Service Affecting Incident by a period of 7 hours, the Service Credit would be 5% of the annual Rental Charge for the Service subject to the Order, and not 9%.
- 5.6 The maximum aggregate Service Credits available under any individual accepted Order, if entitled under paragraph 5.4 above, shall not exceed 25% of annual Rental Charges payable under the accepted Order in any 12 month period, commencing on the Service Start Date of the affected Order or any anniversary of that date.
- 5.7 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.

## 6 Payment of Service Credits

- 6.1 All Service Credits will be calculated by the KCOM Operational Contact, and the calculation issued to the CP, within 90 Working Days from either:
- the date Service was delivered compared to the Proposed Start Date (late delivery); or
  - the date the Service Affecting Incident was notified to KCOM (TTR).
- 6.2 If the CP disagrees with KCOM's calculation of Service Credits, then within 10 Working Days of the CP's receipt of KCOM's calculation, the CP may raise a Dispute under Clause 23 of the Agreement clearly stating the basis for the disagreement and providing all available supporting evidence.
- 6.3 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 electronic transfer to reduce the account balance to zero. When the balance on the account is in debit, a bank transfer cannot be requested.

- 6.4 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.