

C&W Maintenance Agreement – Repair Service Specific Terms and Conditions and Service Schedule

Maintenance Agreement – Repair – Service Description

Maintenance Agreement – Repair is a product from Cable & Wireless Guernsey that provides maintenance cover for various items of Customer Premises Equipment that have been purchased from Us by You (the 'Repair Service'). If a Fault is detected with any of the items of equipment covered under the Repair Service then We will repair that Fault free of charge to You. Before the Repair Service can be provided to You, a Schedule of equipment to be covered under the Agreement has to be agreed between You and Us and attached to the Order Form. Only items in that schedule will be covered by this Agreement for the Repair Service and any other items of equipment that You may have shall be subject to Our standard rates defined in the price list for that particular service.

Section 1 - Service Specific Terms and Conditions

These C&W Service Specific Terms and Conditions should be read in conjunction with the C&W General Terms and Conditions. Where there is a conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

1. Definitions and Interpretation

The C&W General Terms and Conditions include definitions. These definitions are in addition:

"Consumable Parts" means items included within the Customer Premises Equipment that need replacing at regular intervals and include but are not limited to ink cartridges, printer ribbons and batteries.

"Order Form" means Our Order Form for Maintenance Agreement - Repair as signed by You and submitted to Us that includes the Schedule of equipment that cover is provided for.

"Schedule" means the list of equipment attached to the Order Form that details the equipment covered by the Repair Service

"Site Survey" means the survey that we will make at Your Premises to assess the amount and type of Customer Premises Equipment that You have and that We will cover under the Repair Service.

2. Provision of Service

At Your request We will, within a time period agreed between the two parties at that time, conduct a Site Survey. We will then provide the Repair Service in accordance with Your requirements as set out in the Order Form which has been completed as a result of the Site Survey and in accordance with the Service Schedule set out in Section 2 of these Service Specific Terms and Conditions

3. Payment

You will be liable for payment of the charges for the Repair Service that are notified to You as a result of the Site Survey and set out on the Order Form from the date that You sign the Order Form when We will start the cover provided by the Repair Service. We will include these charges in the regular bill that You receive from Us for other Telecommunications Services that We provide to You.

4. Customer Premises Equipment

4.1 You must only connect Customer Premises Equipment to Our Service at Our designated Network Termination Point.

4.2 Where Customer Premises Equipment requires software for its operation You are responsible for updating the software level of this Customer Premises Equipment to a level that We will advise You from time to time.

4.3 Where equipment is no longer supported by its original manufacturer We may declare it to be obsolete, in which case We will provide You with one month's written notification that We are no longer able to provide the

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Repair Service to the particular Customer Premises Equipment involved and reduce the charges for the Service accordingly.

4.4 We may from time to time carry out inspections and or maintenance of the Customer Premises Equipment in order to ensure its continued operation and correct maintenance. This may be carried out with a site visit or by remote access, whichever We feel is most appropriate for the work that needs to be executed.

4.5 You are responsible for the replacement of all Consumable Parts. However replacements that You use must meet or exceed the specifications set by the equipment's original manufacturer or this may invalidate the provision of the Repair Service by Us to You.

4.6 Your Customer Premises Equipment must only be used as directed under The Telecommunications (Bailiwick of Guernsey) Law 2001 and in a way that meets all relevant standards and instructions applicable to You. If Your Customer Premises Equipment does not comply with the above then You must disconnect it immediately or allow Us to do so at Your expense.

5. Charges

5.1 All charges for the Repair Service are detailed in the Order Form that You signed to commence the provision of the Repair Service. Charges for the Repair Service may be amended from time to time. We will notify You of any such changes.

5.2 In addition to the charges which shall be paid by You to Us for the provision of Repair Service, We will charge additional sums calculated by reference to the cost of materials and to Our applicable man hour rate for time expended in the case where either at Your request or where deemed necessary, We carry out work on Your Customer Premises Equipment which is not covered by the Repair Service. For avoidance of doubt and by way of example only, We shall make extra charges in cases where:

5.2.1 You fail to advise Us, before arrival on site, of changes to any installation and work has to be postponed or abandoned;

5.2.2 Performance of Our obligations is made more difficult or costly by breach of Your obligations under this Agreement or where the Fault has occurred as a result of damage caused by the mishandling of the Customer Premises Equipment by You or any of Your employees, servants agents or any third parties whom You may have allowed onto Your Premises;

5.2.3 We repair Customer Premises Equipment as a result of any Fault that occurs as a result of any loss of power that may include for example, loss of data or software applications;

5.2.4 We repair or replace items connected to the Equipment that are not separately listed in the schedule for example headsets, meters, cordless phones etc;

5.2.5 The Fault that You have requested Us to repair is such that it does not affect the working of the Customer Premises Equipment in accordance with the technical specifications of the manufacturer;

5.2.6 We work at Your request outside of Normal Working Hours;

5.2.7 We correct any Fault caused by You; or

5.2.8 We replace Consumable Parts.

6. Access to Premises and Removal of Customer Premises Equipment

6.1 You shall let Us or Our representatives enter Your Premises for the purpose of providing inspections, maintenance of equipment and the Repair Service as long as We show You our Identity badge. We will meet Your reasonable requirements for the safety of people on Your Premises and You shall be responsible for the

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safety of Our representatives whilst on Your Premises.

6.2 We may, with Your prior approval remove all or part of the Customer Premises Equipment from Your Premises for inspection, testing and/or repair. Where reasonably practical We will endeavour to ensure continuity of service to You.

6.3 We may require You to provide all reasonable cooperation and assistance to Us as may be necessary or desirable in order to facilitate the provision of the Service to You. This may include requiring You to deliver all or part of the Customer Premises Equipment to Our premises and to collect the same.

7. General Terms and Conditions

You should refer to the C&W General Terms and Conditions for additional clauses under each of the above headings and for the following:

Provision of Service	Special Provision of Service	Use of Service
Fault Repair	Relocation and Reconfiguration	Term of Service
Temporary Service	Interconnection	Deposits and Payments in Advance
Default	Cancellation	Suspension
Call Monitoring and Recording	Information and Permissions	Complaints and Arbitration
Assignment	Copyright	Duration and Entire Agreement Indemnity
Law	Liability	Matters Beyond Reasonable Control
Notice	Use of Information	Severability
Variation	Waiver	

Section 2 – Service Schedule

This Section 2 defines the level of service provided by Us to You under the Repair Service, within the Bailiwick of Guernsey.

Standard Service - Provision of Repair Service

We will provide You with the Repair Service on the terms and conditions as stated.

Requests made to Us relating to the provision of the Repair Service must be made in writing to: Cable and Wireless Guernsey Limited, PO Box 3, Upland Road, St Peter Port, Guernsey, GY1 3AB or email contact@surecw.com

If You require any work for the provision of the Repair Service to be undertaken outside of the hours applicable to the Service taken then a charge will be made based on the applicable hourly rate.

Fault Support Maintenance Agreement - Repair (Customer Equipment)

Fault Support	
Fault reporting and assistance	24 hours a day via C&W Customer Support Center on 151.
Fault cover	Normal working hours 08-00 to 17-00 hours, Monday to Friday (excluding public/bank holidays).
Response Time	Within 8 hours of receipt of fault report within normal working hours as described above unless You have chosen to take a Maintenance Response service from Us in which case the Service Specific Terms and Conditions for that service will apply.
Charges	All parts, labour and visit charges, within Normal Working Hours as described above, will be met by Cable & Wireless Guernsey.

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You may report Faults to Us at any time by dialing service code 151. Where a resolution cannot be made at the time of reporting then We will ask You to provide Us with a contact telephone number to enable progress on Fault clearance to be advised to You.

In order to rectify the Fault We may at Our absolute discretion:

1. provide advice of a non technical nature by telephone
2. carry out remote tests and diagnostics on the Service
3. if required, visit Your Premises or work to a point in Our network usually the Network Termination Point (NTP) or Distribution Point (DP) whichever is applicable.
4. use any other method that We may deem to be appropriate based on the nature of the fault being reported.

If We respond and work on a reported Fault and it is subsequently found not to be a Fault with Our Service then a charge will be made based on the applicable rate defined in the Price List for the relevant Service.

We may decide to replace a part or parts of the equipment in order to restore service to the equipment. In this case the replacement part will become Your property and the replaced part will become Our property. A spares provision will be held locally for products listed on our Core Product list a copy of which can be obtained by You from Us. The Core Product List is updated from time to time.

We may need to remove all or part of the equipment from Your Premises for tests or repairs to be carried out. We will not do this without Your prior permission and will endeavor to ensure that the relevant service that is being provided to You is maintained for the period that the equipment is away.