

C&W CPE – Maintenance Response Service Specific Terms and Conditions

C&W Guernsey (C&W) CPE Maintenance Response – Service Description

Our Maintenance Response service enables You to choose a guaranteed response time to reported Faults on Customer Premises Equipment of 2 or 4 hours.

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 conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

1. DEFINITION AND INTERPRETATION

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

“Consumable Parts” means items contained within the Customer Premises Equipment which are consumed at regular intervals during the normal use of the Customer Premises Equipment. Consumable Parts include, but are not limited to, batteries, toner cartridges, imaging units, printer ribbons and stationery.

“Maintenance Repair Agreement” means a separate service taken by You that covers the repair of specific Customer Premises Equipment and is subject to separate Service Specific Terms and Conditions;

“Response Time” means the time within which We agree to respond to a report from You of a Fault, as set out in the Service Schedule;

“Service Option” means the level of the Service, chosen by You, as specified in the Service Schedule and defined in the Application Form.

2. LEVEL OF SERVICE

2.1 The level of the Service that We provide is dependant on the Service Option chosen by You.

2.2 We will not provide the Service in respect of:

2.2.1 Problems with Our network or any other telecommunication provider’s network;

2.2.2 Faults not affecting the working of the Customer Premises Equipment in accordance with the manufacturer’s design specification;

2.2.3 Separate items that attach or connect to the Customer Premises Equipment not itemised in the Service Schedule. Such items include, but are not limited to, headphones, cordless telephones and telephone answering machines;

2.2.4 Replenishment of Consumable Parts.

3. TELECOMMUNICATIONS EQUIPMENT

You are responsible for the Customer Premises Equipment and for its safe and proper use. You must not interfere with it nor allow anybody else to do so, unless authorised by Us. If any part of the Customer Premises Equipment is lost, destroyed or damaged, unless in Our opinion such damage is as a result of fair wear and tear, You will be charged for its repair or replacement.

4. RELOCATION AND RECONFIGURATION

4.1 If You ask Us to relocate or reconfigure the Telecommunications Service and this is not covered under the Service Option, then We may either:

4.1.1 agree to Your request provided that You must pay Our applicable charges set out in the Price List; or

4.1.2 require You to give notice to terminate the Telecommunications Service and apply for a new telecommunications service.

5. OBLIGATIONS TO THE CUSTOMER

5.1 Our responsibilities to You in accordance with the Service Option are detailed in the Service Schedule and Application Form.

5.2 Where We fail to meet the Response Time, then You are entitled to claim a refund of 10% of the annual fee paid pursuant to this Agreement for every half hour by which We fail to meet the Response Time (to a maximum of 100% of the annual Maintenance Response charge in any one year).

5.3 Claims made by You pursuant to clause 5.2 shall only be considered if We are informed in writing of Our failure to meet the Response Time within six weeks of the incident.

6. CHARGES

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6.1 All charges for the Service are detailed in the Price List, which can be seen at or obtained from Our main offices or sent to You upon request.

6.2 In addition to the fee which shall be paid by You for the provision of the 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 the Customer Premises Equipment which is not covered by the Service Option You have taken. For avoidance of doubt and by way of example only, We shall make extra charges in cases where:

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

6.2.2 Performance of Our obligations is made more difficult or costly by Your breach of Your obligations under this Agreement;

6.2.3 We work at Your request outside of Normal Working Hours, unless such work is covered by the Service Option;

6.2.4 We correct any Fault caused by You;

6.2.5 We replace Consumable Parts;

6.2.6 You ask Us to carry out work on Customer Premises Equipment that is not covered by a C&W Maintenance Repair Agreement.

7. ACCOMMODATION AND POWER

7.1 In order to provide the Service it may be necessary for Us to visit the Premises. You must prepare the Premises before the Service is provided according to any instructions that We may give You. We will take reasonable care when carrying out work on the Premises but You will be responsible for any necessary re-decoration and for putting items back once We have completed the work.

7.2 You must supply at Your own expense, a suitable mains electricity supply and connection points, if they are required for the Customer Premises Equipment and any other equipment used by Us for the purpose of providing the Service.

8. ACCESS TO PREMISES

You shall let Us or Our representatives enter the Premises for the purpose of carrying out the Service upon reasonable proof of identity. We will meet Your reasonable requirements for the safety of people on the Premises. You shall be responsible for the safety of Our representatives whilst on the Premises.

SECTION 2 – Service Level Agreement

Fault Support	
Fault reporting and assistance	24 hours a day via C&W Customer Support Center on 151 or 01481 700700.

Maintenance Response Options

Fault Cover	Standard Maintenance Agreement	Premier Maintenance Agreement
Fault Response Service Options	4 hour guarantee	2 hour guarantee
0800-1700 Monday – Friday excluding Public/Bank Holidays	Note 1	Note 1
24x6, excluding Sundays and Public/Bank Holidays	Note 1	Note 1
24x365. All times including Sundays and Public/Bank Holidays	Not available	Note 1

Note 1: Charges are available from Us at Cable and Wireless Guernsey Limited, PO Box 3, Upland Road, St Peter Port, Guernsey, GY1 3AB, email contact@surecw.com or calling 700700.