

# C&W Chargecard Service Specific Terms and Conditions & SLA

## C&W CHARGECARD SERVICE PRODUCT DESCRIPTION

The C&W Chargecard product is a calling card service enabling Call charges to be debited to a nominated fixed local number. Three service levels are available: Full International, National & Contact only.

## 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:

“**Account Number**” means the customer specific account number for the Service as used by Us.

“**Cardholder**” means a person nominated by You as a person to whom a Chargecard is to be issued.

“**Chargecard**” means a card (or any other medium) containing the Account Number and issued by Us from time to time in relation to this Contract for use with the Service.

“**PIN**” means Personal Identification Number, identifying You or a Cardholder, provided for use in relation to the Service.

“**Service Delivery Date**” means the date on which We make the Service ready for use.

### 2. Provision of Service

2.1 This Service is provided in association with BT under these terms and conditions.

2.2 This Service is available to individuals, aged 18 years or over, where Calls made using the Service can be billed to a C&W related telephone number.

2.3 The Service is available in the Bailiwick of Guernsey, UK and in the other countries listed in the Price List. The Service is not available from all telephones in the UK or in other countries and may be restricted to areas and telephones where access to the Service is possible.

### 3. Use of the Service

3.1 You must use the C&W Chargecard, Account Number and PIN properly and take all reasonable steps to make sure that they are used properly by any Cardholder. You and each Cardholder must keep the C&W Chargecard, Account Number and PIN securely and must not allow them to be used by any person who is not a Cardholder. You must not try to use any C&W Chargecard, Account Number or PIN after it has ceased being valid. The C&W Chargecard remains Our property at all times and You must return it to Us immediately on request.

3.2 You must tell Us immediately if the C&W Chargecard is lost or stolen; or if an Account Number or PIN has become known to someone not authorised to use it; a Cardholder’s authority to use the Chargecard is withdrawn by You or a C&W Chargecard is likely to be used in an unauthorised way.

### 4. Payment

4.1 Rental for the Service, if applicable, will start on the Service Delivery Date, unless:

4.1.1 We notify You of a later date for the start of the Service when rental will be payable from; or

4.1.2 You use the Service before the Service Delivery Date, in which case rental will be payable from the date You first use the Service.

4.2 Rental is normally payable in advance but We may bill You in arrears. Except for a temporary service, You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.

4.3 Call charges will be calculated, except where We otherwise determine, using the details recorded at Our telephone exchange or provided to Us by Other Licensed Operators.

### 5. Deposits and Payments in Advance

5.1 We may ask for full payment or part payment in advance, prior to providing the Service.

# C&W Chargecard Service Specific Terms and Conditions & SLA

## 6. Suspension

- 6.1 We may suspend or terminate this contract with immediate effect if You do not comply with these terms & conditions.
- 6.2 We may suspend this Service if We have reason to believe that the Chargecard or PIN has been lost or stolen or that fraudulent use may be occurring.

## 7. Termination

- 7.1 We may terminate this Agreement by giving You at least three months notice. If We give You notice then You must pay rental up to the expiry of the notice period. We will credit or refund the appropriate proportion of any rental paid in advance for the period after Your liability for rental ceases.
- 7.2 You may by giving notice to Us at least six weeks before the expiry date of the term of Service, terminate this Agreement on the expiry date. If You terminate this Agreement during the term of Service You shall be liable for any outstanding charges at the rate in force in Our Price List. Outstanding rental charges shall not be payable:
- 7.2.1 If the Service is replaced with another Service from Us that We deem to be comparable; or
- 7.2.2 If We materially change the rental charge or terms and conditions of this Agreement to Your detriment.
- 7.3 Your notice does not avoid any other liability for Service already provided.

## 8. 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:

Special Provision of Service	Fault Repair	Relocation and Reconfiguration
Term of Service	Temporary Service	Interconnection
Charges	Default	Cancellation
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

Cable & Wireless Guernsey Service Level Schedule defines the standard level of Fault response and provision target times for Chargecard Services within the Bailiwick of Guernsey.

#### Standard Service

#### Provision of Service (Telephony Service)

Chargecard Service	Within 10 working days of application receipt
--------------------	---

We plan to deliver a working service by the time as agreed with You or within the maximum time for provision as stated on the order form.

Requests made to Us relating to the provision of Service must be made in writing to:  
 Cable and Wireless Guernsey Limited, PO Box 3, Upland Road, St Peter Port, Guernsey GY1 3AB,  
 Fax (01481) 724640

If You require any work for the provision of service to be undertaken outside of the Normal Working Hours then a charge will be made based on the applicable hourly rate.

#### Fault Support

Fault Support	Via Customer Support Centre on 151, 24 hours a day.
Fault Cover	Normal Working Hours 0800 – 1700 hours Monday to Friday. Excluding Public/Bank Holidays
Fault Response	Within 8 hours of receipt of Fault report – in Normal Working Hours only.

# C&W Chargecard Service Specific Terms and Conditions & SLA

Clear	Resumption of service via the BT system within 10 working days

You may report Faults to Us at any time by dialling 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 made.

We will:

- provide advice by telephone
- carry out tests and diagnostics on the Telephony Service
- if required visit Your Premises or work to a point in Our Telecommunications Network
- work to resolve the Fault within the agreed time period as stated in this schedule

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 Our Price List.

Attention to Faults outside of the stated time will be charged at the applicable rate defined in the Our Price List for the Service.