

Dual Parenting Service Specific Terms and Conditions

Dual Parenting is available to those customers with ETSI ISDN30, and a minimum DDI range of 1000 numbers. The call traffic to this number range will be split over C&W's two processor sites. Dual Parenting requires directly mirrored ETSI ISDN30 connections from the customer's Premises' into both C&W processor sites.

To achieve full diversity, both ETSI ISDN30 connections should terminate on physically separate customer sites and Customer Premises Equipment (CPE). A customer may however choose to use the Service on a single site.

Under normal circumstances call traffic is routed through both ETSI ISDN30 connections. The balance of traffic on each route will vary from time to time. In the event of a processor site failure all incoming call traffic to and from that processor site will be diverted to the alternate processor site. Both ETSI ISDN30 connections must therefore be configured to manage 100% of incoming traffic. Mirrored CPE should be inter-connected so that incoming calls from both routes can be distributed and managed across the customer's network.

In the event of a failure on one ETSI ISDN30 connection, incoming traffic is diverted to the other and delivered alongside normal traffic on that connection. The way in which C&W handles the diverted traffic will depend upon the location of the failure. If one of the main processor sites is down the incoming traffic is automatically diverted to the other. All other network or CPE failures will be diverted manually upon notification from the customer.

It must be stressed that this product will not be available to all customers within the Bailiwick. Customers served by one physical exchange, with no access to another will not be able to take the product. **Dual Parenting will only be available to customers with network access to two processor sites and subject to a C&W feasibility study.**

SECTION 1 -Service Specific Terms and Conditions

These C&W Dual Parenting Terms and Conditions should be read in conjunction with the C&W General Terms and Conditions and the relevant C&W Terms and Conditions for any Services associated with the Dual Parenting Service. 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:

"**C&W Data Sheet**" means the Dual Parenting data sheet, which sets out the full details of the Dual Parenting Service and as may be supplemented, amended or varied from time to time

"**Customer Premises Equipment**" means Telecommunications Apparatus (including any extension wiring and sockets) located at Your Premises and connected to a Telecommunication Network at a Network Termination Point

"**Dual Parenting Service**" means the Dual Parenting service provided to You by C&W under these C&W Dual Parenting Terms and Conditions

"**Network Termination Point**" means any physical point of connection forming part of a Telecommunication Network at which another Telecommunication Network or Customer Premises Equipment may be connected

"**Service Delivery Date**" means the date on which We make the Dual Parenting Service ready for use

"**Telecommunication Apparatus**" has the same meaning as is section 31 of The Telecommunication (Bailiwick of Guernsey) Law, 2001

"Telecommunication Equipment" has the same meaning as in section 31 of The Telecommunication (Bailiwick of Guernsey) Law, 2001.

2. Dual Parenting Service

2.1 In consideration for the payment of the charges (as further detailed in paragraph 3 below), C&W will provide You with the Dual Parenting Service during this Agreement

2.2 The Dual Parenting Service covers only those elements that are set out in the C&W Data Sheet. All other elements of the Telecommunication Network or Service that You receive from Us are provided under the standard terms and conditions and prices as maybe applicable from time to time.

3. Payment

3.1 Rental for the Dual Parenting Service will start on the Service Delivery Date, unless:

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

3.1.2 You use the Dual Parenting Service before the Service Delivery Date, in which case rental will be payable from the date You first use the Dual Parenting Service

3.2 The connection charge and rental for the Dual Parenting Service will be as set out in the Price List as maybe amended by Us from time to time. Rental is normally payable in advance but We may bill You in arrears. You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.

3.3 Other Service(s) associated with the Dual Parenting Service will be subject to their standard terms and conditions and charges.

4. Deposits and Payments in Advance

4.1 We may ask for payment in advance, which does not exceed the connection charge and rental for the term of Dual Parenting Service requested, prior to providing the Dual Parenting Service.

5. Termination

5.1 We may terminate this Agreement by giving You at least three months notice. If We give You notice then You must pay rental and any other applicable charges 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.

5.2 You may by giving notice to Us at least three month 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:

5.2.1 if the Dual Parenting Service is replaced with another Service from Us that We deem to be comparable; or

5.2.2 if we materially change the rental charge or terms and conditions of this Agreement to Your detriment.

5.3 Your notice does not avoid any other liability for Service already provided.

6. Customer Premises Equipment

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

6.2 Your Customer Premises Equipment must only be used with Our Service as directed under Telecommunication (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.

7. Information and Permissions

7.1 You confirm that in respect of the Dual Parenting Service You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of the Dual Parenting Service until its removal.

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

SECTION 2 - Service Schedule

This Cable and Wireless Guernsey (C&W) Service Schedule set out below, defines the standard level of Fault response and provision target times for the provision of the Dual Parenting Service by C&W within the Bailiwick of Guernsey.

Standard Service Provisioning of Service (Dual Parenting)

30 working days or as agreed with customer if outside that period.

- Lead times apply only after completion of a Dual Parenting feasibility study that has been approved by C&W.

- Lead times for Dual Parenting Service requiring additional telecommunication Services will be extended to allow for the provision of the additional Services.

Additional services are supplied under C&W standard terms and conditions for these Services as may be applicable from time to time. Customers will be advised following the feasibility study of the forecast total lead-time.

We will provide You with the Dual Parenting Service on the terms and condition as stated.

We plan to deliver a working Dual Parenting Service within the maximum time for provision as stated in these terms and conditions or as agreed with You.

Requests made to Us relating to the provision of Dual Parenting 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 or email contact@surecw.com

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

Fault Support (Dual Parenting)

You may report Faults to Us at any time by dialing service code 151. All Fault reports will be dealt with in accordance with the terms and conditions for the affected Service.

Invoking the Dual Parenting Service.

You can invoke the Dual Parenting Service by calling the Customer Support Centre (CSC) by dialing 151. We will carry out the work as detailed in the Dual Parenting Plan within the time scale documented in Table 1 or as agreed with You.

Re-instating the original Dual Parenting Service.

You can re-instate the Dual Parenting Service by calling Customer Support Centre (CSC) by dialing 151. We will carry out the work as detailed in the Dual Parenting Plan within the time scale documented in Table 1 or as agreed with You.

C&W will redirect Your Service within the agreed deadline given in Table 1 below.

Table 1

SERVICE	TIME OF DAY	TIMECALE
Dual Parenting Service	Monday to Friday 0800-1700 (except public and bank holidays)	One Hour (per Plan)
	Any other time	Four Hours (per Plan)

June 2003

Cable and Wireless Guernsey Limited,
PO Box 3
Upland Road
St Peter Port
Guernsey. GY1 3AB