

# C&WJ Private Circuits

## Service Specific Terms & Conditions

### CABLE & WIRELESS JERSEY LIMITED (C&WJ) PRIVATE SERVICES PRODUCT DESCRIPTION

Private Circuits are permanently connected, point-to-point digital communication links dedicated exclusively to a particular customer (or pair of customers). They offer instant or constant Bandwidth between specified customer locations and are categorised as Local (Jersey), pan Channel Islands (Bailiwick of Guernsey), National (UK) and International. C&WJ can provide a range of digital Private Circuits capable of carrying voice or data traffic. Private Circuits are based upon international standards and are available with different speeds and interfaces so that customers can easily match their business application to the service.

### SECTION 1 – Service Specific Terms and Conditions

**These C&WJ Service Specific Terms and Conditions should be read in conjunction with the C&WJ General Terms and Conditions and the Order Form. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions and the Order Form supersedes these Service Specific terms and Conditions.**

#### 1. Definition and Interpretation

In these terms and conditions:

**"Bandwidth"** means the physical characteristic of a Telecommunications Service that indicates the speed at which information can be transferred. In digital systems it is measured in binary bits per second (Bit/s)

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

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

**"Price List"** means Our Price List detailing the Service and other relevant information.

#### 2. Provision of Service

Should cabling form part of the Service then this is provided on the basis of surface mounted wiring in a standard environment.

#### 3. Telecommunications Equipment

You are responsible for any Telecommunications Equipment that We provide at Your Premises and for its safe and proper use. You must not interfere with it nor let anybody else do so, unless authorised by Us. If any part of Our Telecommunications Equipment is lost, destroyed or damaged, apart from fair wear and tear, You will be charged for its repair or replacement.

#### 4. Charges

4.1 The actual charge payable by You for Services already in service on 1 March 2009 will apply until the Service is terminated.

4.2 For Services ordered on or after the date given in 4.1, the actual charges payable by You for the Initial Term will be as set out on the Order Form, or in the absence of such charges being set out on the Order Form as detailed in Our Price List at the date of Your Order Form.

4.3 If delivery of the Service continues for a further period as set out in Clause 8 of the C&W General Terms and Conditions the annual charges payable by You at the start of that further period will continue to apply for that further period.

#### 5. Payment

5.1 Rental for the Service will start on the Service Delivery Date, unless We notify You of a later date for the start of Service when rental will be payable from.

5.2 Rental is normally payable in advance but We may bill You in arrears. You must pay rental and one-off charges in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.

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5.3 We reserve the right to charge interest and/or a late payment fee on any outstanding balances, in accordance with paragraph 12.3 of the C&WJ General Terms and Conditions.

### **6. Deposits and Payments in Advance**

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

### **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 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. In the event that any other licensed operators become unable to provide that element of the Service upon which We are reliant in order to provide the Service to You, We may terminate this Agreement in accordance with this clause 7. If You have been suspended from Service due to non-payment of accounts We may terminate the Service after one month should payment still be outstanding.

7.2 You may by giving notice to Us at least 30 days before the expiry date of the initial term of Service, terminate this Agreement on the expiry date. If You terminate this Agreement during the initial term of Service You shall be liable for any outstanding charges at the rate You have been paying for the Service. After the initial term of Service You may terminate this Agreement by giving Us at least 30 days notice at any time. In the event that the Service is partially or wholly provided by a third party, the notice period required by Us from You for the whole Service will be the longer of 30 calendar days or the third party's required notice period. Outstanding rental charges shall not be payable if:

7.2.1 The Service is replaced with another Service from Us that We deem to be comparable; or

7.2.2 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.

7.4 If You terminate the Service and order a similar Service to the same Premises but to be terminated at a different point within the building, this will constitute an internal shift and will be charged as such.

### **8. Accommodation, Power and Lightning Protection**

8.1 In order to provide Service We will have to place Telecommunications Equipment on Your Premises. You must provide a suitable location and environment for Our Telecommunications Equipment. You must prepare Your Premises before Service is provided according to any instructions that We may give You. We will take reasonable care when carrying out work on Your Premises but You will be responsible for any necessary re-decoration and for putting items back once We have completed the work.

8.2 You must supply at Your own expense, a suitable mains electricity supply and connection points, where We need them, if they are required for Our Telecommunications Equipment.

8.3 If You require You must provide at Your own expense, suitable lightning protection equipment for use with any Customer Premises Equipment associated with the Service.

### **9. Customer Premises Equipment**

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

9.2 Your Customer Premises Equipment must only be used with Our Service as directed under the Telecommunications (Jersey) Law 2002 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 not connect it or You must disconnect it immediately or allow Us to do so at Your expense.

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9.3 We will not be responsible or liable for any loss or damage caused as a result of the use of Customer Premises Equipment that does not comply with the Telecommunications (Jersey) Law 2002.

### 10. Information and Permissions

10.1 You confirm that in respect of the Service:

10.1.1 We may install and keep the Service and Telecommunications Equipment at the Premises and have reasonable access to it; and

10.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of Service until its removal.

### 11. Access to Premises

You shall let Us or Our representatives enter Your Premises for the purpose of installing, maintaining or removing the Service. We will meet Your reasonable requirements for the safety of people on Your Premises and You shall be responsible for the safety of Our representatives whilst on Your Premises.

### 11 General Terms and Conditions

You should refer to the C&WJ 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	Cancellation
Suspension	Call Monitoring and Recording	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 Level Agreement

### 1 Introduction

#### 1.1 Definitions

<b>Agreement</b>	An agreement to take and to provide services under C&WJ's General Terms and Conditions and C&WJ's Private Circuit Service Specific Terms and Conditions
<b>Basic Obligations</b>	Comprising those obligations specified in the SLA as being C&WJ's obligations.
<b>Business Day</b>	Means everyday excluding Saturdays, Sundays and national or bank holidays in Jersey, as applicable.
<b>Customer</b>	The party to the Agreement who is taking the service
<b>Cable &amp; Wireless Jersey, C&amp;WJ</b>	Refers to Cable & Wireless Jersey Limited
<b>C&amp;WJ Circuit Identification (ID)</b>	A unique number assigned to the Private Circuit by Us
<b>Force Majeure</b>	Any circumstances outside the reasonable control of a Party, including (without limitation), officially declared national disasters, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, act of God, fire, earthquake, hurricane, flood, fog, mist and low cloud, lightning or

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	explosion, outbreak of pestilence or epidemics, government rationing of electricity and embargos or trade restrictions
<b>Private Circuit</b>	The retail circuit between the Network Termination Points at the A end site and the B end site.
<b>Normal Working Hours</b>	0800 – 1700 hours on a Business Day
<b>Obligation</b>	Means an obligation on either Party in accordance with this SLA
<b>Party</b>	means a party to this Agreement
<b>SLA</b>	Service Level Agreement
<b>Terms and Conditions</b>	Means terms and conditions of this SLA unless otherwise specified

### 1.2 Scope of the SLA

This SLA covers the terms and conditions upon which We will deliver, maintain and repair services for retail Private Circuit products. Whenever We announce improved targets, this SLA will be considered amended accordingly and existing Customers will benefit from these improved targets along with new Customers.

This SLA is applicable as from the date of the "Agreement" and will expire in the event that the "Agreement" expires.

The following Private Circuit products fall under the scope of this SLA:

Digital Private Circuits, i.e. 2, 45, 155 Mbit/s and all Ethernet Private Circuits;

This SLA is not limited to **ONLY** Private Circuits where both the A-end site and the B-end site are located on Jersey i.e. for the avoidance of doubt the SLA includes the part of pan Channel Island, National and International Private Circuits that are under Our control.

### 1.3 Contact Points

For any questions relating to the Private Circuit products, You may

- Consult the C&WJ website at [www.surecw.com](http://www.surecw.com)
- Contact their C&WJ Account Manager
- Contact C&WJ Customer Service on 01534 888 291
- Fax C&WJ Business Sales on 01534 888 292
- Email C&WJ on [hello@surecw.com](mailto:hello@surecw.com)

### 1.4 C&WJ Obligations

#### 1.4.1 Basic Obligations

The Basic Obligations comprise Our commitments as set out in this SLA (i.e. the sections in the SLA entitled "C&WJ's Obligations"). In the case of a dispute, You agree that the records available in Our operational records will be used as evidence of Our performance and compliance with Our obligations. However if You hold reliable and auditable data this will also be taken into account.

#### 1.4.2 C&WJ's Liability

The Basic Obligations defined in this SLA are additional to Our responsibilities as set out in the C&WJ General Terms and Conditions and the C&WJ Private Circuit Service Specific Terms and Conditions. However, C&WJ's liability under this SLA, including but not limited to paragraph 5 below, shall be limited in accordance with Clause 31 of the C&WJ General Terms and Conditions, which shall apply here accordingly.

### 1.5 Customer's Obligations

#### 1.5.1 Site Access

You are responsible for facilitating the access to Your Premises by Our technicians or Our representative/s for the provisioning, repair or maintenance operations. If required, You are responsible for the facilitation of access by any third parties that own or control the Premises.

#### 1.5.2 Co-operation with Third Parties

If Your network is wholly or partly managed by a third party (e.g. sub-contractors), You are responsible for the collaboration of this third party with Us.

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### 1.5.3 Integrity of Equipment

You are responsible for the integrity of the equipment installed by Us at Your Premises as defined in the C&WJ Private Circuits Service Specific Terms and Conditions.

### 1.6 Force Majeure

No failure or omission by either Party to carry out or to perform any of the Obligations or comply with any of the Terms and Conditions shall give the other Party a claim against such party, or be deemed in breach of this Agreement, if and to the extent that, such failure or omission arises from Force Majeure as hereinafter defined in this SLA.

The Party who fails to perform any of the Obligations or fails to comply with the Terms or Conditions due to Force Majeure reasons shall promptly notify the other Party of the reason for the failure and the anticipated duration thereof and shall use its reasonable endeavours to remove the effect of the Force Majeure and shall resume performance of this SLA as soon as possible.

## 2 Service Delivery

This section is applicable to the provisioning of a new Private Circuit, and the upgrading or the moving of an existing Private Circuit.

### 2.1 Definitions related to the Service Delivery of a Private Circuit

<b>Cancellation</b>	Either Party cancelling the Private Circuit before installation is completed.
<b>CRD</b>	Customer Required by Date, i.e. the date requested by You for the delivery of the Private Circuit.
<b>Move</b>	A provisioning operation to move one of the end-point locations of an existing Private Circuit (i.e. A End site or B End site) to another end-point (i.e. either a new A End site or B End site).
<b>Order</b>	A request for the provision, upgrade, move or cancellation of a Private Circuit pursuant to C&WJ's General and Service Specific Terms and Conditions.
<b>Order Form</b>	Standard form used to order Private Circuits.
<b>Order Intake</b>	The introduction of the Order for the Private Circuit into Our IT systems (or manual processes) for the provisioning of the services performed by Us.
<b>Order Intake Time</b>	Time delay between the transmission of the complete, correct and signed Order Form to Us and the Order Intake.
<b>Private Domain</b>	Land which is not Public Land.
<b>Provisioning Interval</b>	The number of Business Days between the Order Intake and the Service Delivery Date for a given Private Circuit or as agreed between You and Us.
<b>Public Land</b>	Any public highway or other place to which the public have access, whether on payment or otherwise
<b>Service Delivery Date (SDD)</b>	Service Delivery Date, i.e. the date on which the Private Circuit will be ready for use. The Private Circuit will be billed from this date.
<b>Upgrade</b>	A provisioning operation to increase the Bandwidth capacity of an existing Private Circuit where the locations of A End site and B End site remain the same.

#### 2.1.1 Infrastructure required for installation

Where

- Your Premises is already equipped with the cabling and equipment required for installing the service (e.g. external cable, internal cable, power supply) up to the telecommunications room where this Service will be delivered, and
- the infrastructure that is required in the Public Land (e.g. ducts, fibre, etc) is already in place, and
- no site survey is needed then

the installation of the Private Circuit will take place in accordance with the Guaranteed Provisioning Interval in section 2.3.2 of this SLA.

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### 2.1.2 Additional works required in the Private Domain

When the infrastructure required is not already in place in the Private Domain, additional works (e.g. external cabling, internal cabling) may be required in order to install the necessary equipment or deliver the ordered service. We may charge You for any additional work that is necessary. In this case, a site survey must be carried out, in order to evaluate the works to be done at Your premises. We will confirm to You whether We are willing or able to undertake the additional work.

The following procedure is then applicable:

1. We will contact You and make an appointment for the site survey;
2. We will carry out the site survey, or arrange for it to be carried out, and establish the amount of work to be carried out in order to deliver the Service as ordered by You;
3. In the case where the work on the Private Domain will be carried out by You, You are requested to indicate the date on which Your Premises will be ready for commencement of work on the installation of the Service.
4. Once the timings needed to carry out the work has been estimated by Us and the "ready for C&WJ date" has been communicated to Us, We will provide a final Service Delivery Date to You. In the event of an actual delay in the "ready for C&WJ date", the SDD will be delayed by the same amount and the SLA will apply from the date the work is completed.

Where one of the end sites is already connected to Our network, the installation of the Private Circuit can only be initiated if the remaining capacity in the network equipment is sufficient. If additional capacity is required then the standard service delivery times will only commence once the additional capacity has been built to supply this Private Circuit Order. Thus the guaranteed provisioning intervals specified in this SLA will apply from the moment that the works are concluded.

### 2.1.3 Additional works on Public Land

When the infrastructure required on Public Land is not already in place, some work may be needed in order to install the necessary infrastructure (e.g. ducts, cables etc). Most of this type of work requires submission to the local authorities for authorisation, in which case the time delay for the installation of the Service will depend on the timings given by the local authority for the carrying out of the work, although all applications will be submitted to the relevant authorities without delay.

Nevertheless, once the works required on Public Land is completed, We guarantee that the time delay for the provisioning of the Private Circuit will not exceed the one defined in this SLA i.e. the guaranteed provisioning intervals will apply from the point that the works are concluded.

## 2.2 Provisioning Procedure

### 2.2.1 Presales

In particular for, but not limited to, the provision of National and International Private Circuits We may require a Presales Feasibility Study (PFS) including a site survey, to confirm whether the requested Private Circuit can be provided to meet Your requirements, estimate the Provisioning Interval, identify any contractual or SLA variations and / or confirm the need or otherwise for additional work as described in 2.1. Where a PFS is required for a specific location, We will carry out or co-ordinate the PFS in liaison with You and subject to Your reasonable requirements. Such PFSs will be based upon the information You have provided to Us either using the Private Circuit Order Form or other means and You are responsible for the accuracy and completeness of the information. Due to the nature of international liaison there are no guarantees of the duration taken for PFS save that We will make reasonable endeavours to effect a timely response.

On completion of the PFS, We will advise the outcome to You within one working day.

### 2.2.2 Initiating the provisioning procedure

#### Private Circuit Order Form

You must order the Private Circuit (new Private Circuit, an upgrade to an existing Private Circuit or a move) using Our Order Form for Private Circuit products, which is available from Us.

For both end sites You must specify the exact location where the Service should be delivered and the nature of the works needed in the Private Domain, if possible.

The charges for the Service and the Initial Term of the Agreement will also be on the Order Form.

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The completed and signed Order Form should be returned to Us by either post or email

### Order Intake

Once the completed and signed Order Form has been received by Us, the Order is processed on Our IT systems (or via their manual process) for the provisioning of the Service. This operation is normally performed within one Business Day from the receipt of the Order.

We cannot guarantee this timing if the Order Form does not contain all the required details. If the Order Form does not contain all the required details then We will contact You and request the missing information.

The provisioning clock starts at Order Intake and the guaranteed provisioning intervals in paragraphs 2.3.1 and 2.3.2 commence at this time.

### **2.2.3 Feedback to the Customer**

#### 1. Order Acceptance

Once the Order Intake has been completed We will inform You of the Order acceptance and the C&WJ Circuit Identification number of the Private Circuit (for a new or upgraded Private Circuit) by either e-mail or fax. (First Feedback Time) The maximum time guaranteed for this operation is defined in Section 2.3.1.

After checking line plant availability, if this has not already been done as part of the PFS, We will provide You with the Service Delivery Date for the Private Circuit (2nd Feedback Time). The maximum time guaranteed for this operation is defined in Section 2.3.1.

The Service Delivery Date will take into account the CRD requested by You.

We will provide Private Circuits in compliance with the guaranteed Provisioning Intervals in Section 2.3.2, except where the CRD specifies a longer period, or additional work is required to the network to provide the required service.

If We agree to provide a Private Circuit to a CRD which falls at an earlier date than that provided for in C&WJ's Basic Obligations, then this will be on a 'reasonable endeavours' basis and no guarantees or compensation will apply.

#### 2. Modification of the Service Delivery Date

The Service Delivery Date guaranteed to You after the Order Intake will normally not be modified. Nevertheless, if additional activities need to be carried out that were not identified at the time of ordering, We will inform You of the status of the Order and the reason for any delay. If possible, the new Service Delivery Date will also be provided by Us to You at that time.

Cases that can result in a modification of the Service Delivery Date are:

- Within the Channel Islands where a PFS was not deemed necessary where You cannot agree on the date for a site survey(s);
- Where work is required either on Your Premises or on Public Land for which We require authorisation from a third party and such authorisation is temporarily withheld or given but delays the commencement of work;
- Where Jersey Telecom or another service provider changes the date; or
- Where a Customer Not Ready event occurs.

### **2.2.3 Installation of the Private Circuit**

When no work is required in the public or Private Domain We guarantee the planned Service Delivery Date for the Private Circuit given in section 2.3.2, except where You require an installation date that is later.

### **2.2.4 Closing of the Order**

At the closing of the Order, We will inform You, either by fax or e-mail, that the Private Circuit is in service and that billing for the Service will commence immediately.

### **2.3 C&WJ Obligations**

All the following guarantees are applicable for the provisioning of a new Private Circuit, an upgrade of a Private Circuit, the move of a Private Circuit and the early cancellation or cease of a Private Circuit.

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### 2.3.1 Guaranteed Feedback

Digital Private Circuits	1st Feedback Time	2nd Feedback Time
2 Mbit/s	2 Business Days	5 Business Days
45 Mbit/s	Project Based	Project Based
155 Mbit/s	Project Based	Project Based
Ethernet Services	Project Based	Project Based

**Table 1 Guaranteed Feedback Times**

Note that the time is given from the receipt of the completed and correct Order Form. Additional feedback will be given if the initial planning has to be reviewed.

At the First Feedback Time, We will provide all necessary information to enable You to prepare access, space and facilities in accordance with Our requirements. The Service Delivery Date may be confirmed at the First Feedback Time, otherwise it will be confirmed at the Second Feedback Time.

### 2.3.2 Guaranteed Provisioning Interval

When the infrastructure is in place at both A End and B End sites, We guarantees that the overall Provisioning Interval for the Private Circuits will not exceed the values given in the table hereunder except at Your request, in the case of a mutually agreed project plan or if Jersey Telecom is unable to meet the time plan. Where the infrastructure is not in place at either the A End or B End site, the length of the Provisioning Interval will be project based.

Digital Private Circuit	2Mbit/s	45Mbit/s and 155 Mbit/s	Ethernet Circuits
	15 Business Days	Project Based	40 Business Days

Table 2 Guaranteed Provisioning Interval

For the avoidance of doubt, We do not guarantee the Service Delivery Date of any element of the Service that uses a third party network.

### 2.3.3 Cancellation

We may cancel the Order if We are unable to supply Service for matters beyond Our reasonable control.

## 2.4 Customer's Obligations

### 2.4.1 Sending of a correct and complete Order Form

You are responsible for providing the information defined in the Order Form to Us. In particular this includes:

- The precise address and location within the Premises where the Service should be delivered for both end sites
- The type of Private Circuits that is to be delivered
- Site contact details for both sites.

### 2.4.2 Making necessary space available

You undertake to make space available for Us at Your Premises at the point where the Private Circuit is to be connected and or terminated to enable Us or Our representative/s to install the equipment and the entire infrastructure necessary for the implementation of a Private Circuit. If necessary You must obtain the consent of the owner of the Private Domain.

### 2.4.3 Making electrical and physical environments available

#### Electrical Environment

In the event that Our equipment is installed directly in Your Premises, You must guarantee access to a power source that complies with Our requirements and allows the equipment that is necessary for the connection to function properly.

#### Physical Environment

In the event that Our equipment is installed directly in Your Premises, You must guarantee that the physical environment complies with Our requirements for EMC environment (Electro-Magnetic Compatibility), temperature, relative humidity, ventilation system and safety regulations.

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### 2.4.4 Cancellation

Prior to a Private Circuit being provided, You may cancel the Order although You may be charged for any abortive work undertaken or expenses incurred

### 2.4.5 Amendment to Order

In the event that You request a material amendment to the Order after Order Intake (e.g. change one or both end site addresses, change to NTP location or Bandwidth), We in Our sole discretion may deem the original Order cancelled and a new Order placed. In such an event the Order process may be restarted and charges may be applied as in 2.4.4.

## 3 Repair Services

### 3.1 Definitions related to the repair of the Private Circuit

<b>A End</b>	The "end" i.e. the location where the Service originates and where You placed the Order with the operator or as otherwise agreed by all Parties.
<b>B End</b>	The "end" that is not the A End.
<b>Fault Reported to C&amp;WJ</b>	The date and time when a Fault is reported by You to Us and when a Trouble Ticket is created for the repair of the Service.
<b>Gross Repair Time</b>	Time delay needed to restore the Service for You calculated between the time the Fault is reported to Us and the closing of the Trouble Ticket, i.e. the moment when service is restored and the Trouble Ticket is closed.
<b>NMC</b>	Network Management Centre or the function as carried out by Us.
<b>Net Repair Time</b>	Difference between the Gross Repair Time and the Stop-Clock Time.
<b>Stop-Clock Time</b>	Time lost during the repair process due to causes external to Us, e.g. no access to Your sites, etc.
<b>Time to First Intervention</b>	Interval between the reporting of the Fault by You and the first action taken by Our technician to repair the Fault either via remote operation or by on-site intervention.
<b>Trouble Ticket</b>	The record created by Our front-end helpdesk officer in Our Fault reporting system at the moment of the communication of a problem to Us. This record contains the information already available to Us as well as the information communicated by You and the information added by Our staff during the repair/restoration process. This record has a unique number provided by Us to identify the Fault
<b>Working Hours</b>	Target Time to Repair expressed in Working Hours means that the service is available during the Business Day.

### 3.2 Nature of the Fault and Stop-Clocks

#### 3.2.1 Nature of the Fault

When reporting a problem, it is essential that You clearly identify the nature of the problem, i.e. to distinguish problems with impact on the traffic and problems without impact on the traffic.

Faults will be classified as in the table below.

Classification of Fault	Criteria
Critical service affecting (Priority 1)	<b>Total loss of service</b> Seriously degraded service where You are prepared to immediately release the Private Circuit for testing.
Major service affecting (Priority 2)	<b>Degraded service</b> where You are still able to use the Private Circuit and You are not prepared to immediately release it for testing.
Non service affecting (NSA)	Any Fault that does not fall into the other two classifications.

The reporting of a Fault that is Non-Service Affecting is initiated in the same way as a Fault that is Service Affecting.

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### 3.2.2 Stop-Clock Rules

There are three situations in which We can correctly stop the repair clock:

- 1 All possibilities of remote testing have been executed and You will not permit testing on Your site;
- 2 You proposes to delay the repair;
- 3 Where monitoring is used in the following cases-
  - a. At the opening of a Trouble Ticket We cannot identify any Faults on the Private Circuit (no alarms, no error bits, no clock-problems, correct signal-level, etc.) and You do not want Us to close the Private Circuit for testing purposes. We may then propose longer term monitoring of the Private Circuit to ascertain any problems that there may be and during this time the repair clock may stopped.
  - b. When the Private Circuit was repaired and You agree that the Private Circuit is back in service, but do not agree to close the Fault whilst the monitoring takes place to fully check the status and stability of the Private Circuit.

In these instances the time for monitoring should not be included in any times measured for SLAs.

In the cases of Stop-Clock, the Stop-Clock will be fully documented on Our system including:

- Reason for the Stop-Clock action;
- Action to be undertaken;
- Timings; and
- Name of Your contact-person who agreed the Stop-Clock.

### 3.3 Repair Process

#### 3.3.1 Initiating the repair operations

When a Fault is reported via a telephone call from the A End Customer, the following information must be given to Us:

- The C&WJ Circuit Identification Number of the Private Circuit;
- Nature of the problem;
- Description of the problem;
- Contact point for follow-up; and
- Contact point at the Customer A End site and B End site.

For each Fault, a Trouble Ticket will be generated and the Trouble Ticket number will be communicated by Us to You. The Trouble Ticket number will be used by both Parties during any contacts concerning the Fault.

In the event that We are the A End operator the following procedure and target times will apply. Where We are the B End operator We will report the Fault to the A End operator on Your behalf. The A End operator will carry out tests. In the event that they show that the Fault is not at the A End, they will hand the Fault back to Us and the procedure below will be followed.

Where We are contracted to provide the end-to-end Private Circuit, We will manage the Fault end-to-end. We will carry out and co-ordinate testing, site attendance and progress reporting as appropriate.

#### 3.3.2 Feedback to the Customer

In agreement with You, We will regularly inform You by telephone about the progress of the Fault by providing such information as:

- Initial diagnosis
- Estimated time to repair the Fault
- Impact of the Fault and/or the repair on Your Service
- Any on-site intervention required

We guarantee that the first intervention performed, either via a remote repair operation or via a repair operation at Your Premises, will be initiated within 2 hours after You report a Fault and the Trouble Ticket being opened. In the event that the far end is not connected by Us on Your behalf, We will undertake the first intervention on the elements of the Service for which We are responsible within 2 hours.

For the avoidance of doubt, We do not guarantee the feedback times of any element of the service which uses a third party network.

The first Customer update will be given at a set time after the creation of the Trouble Ticket and any additional information will

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be given as detailed in 3.4.1 in the case of Faults that impact on Your traffic. The measured time begins when the Trouble Ticket is recorded in Our systems.

### 3.3.3 Closure of the Trouble Ticket

The closing of a Trouble Ticket will be done with the agreement of You. We shall transmit the following information to You via telephone:

- Trouble Ticket number;
- C&WJ Circuit Identification Number
- Time at which Private Circuit was returned to service;
- Cause of the trouble; and
- Party responsible for the trouble.

If You request additional delay for Your own testing of the repaired Private Circuit a Stop-Clock will be implemented. In the case that You do not accept the closing of a Fault We will carry out additional investigations in the first instance.

### 3.4 C&WJ Obligations

#### 3.4.1 Guaranteed Feedback

Maximum Intervention Time	Second Information Time	Additional Customer Update
30 minutes	1 hour	As agreed with You

**Table 3 Feedback to You in the case of Service Affecting Faults**

Within the maximum intervention time We will notify You that We are aware of the Fault and are taking appropriate steps to rectify the situation. At the Second Information Time an engineer will give a view as to what action needs to be taken. At this time We will agree with You additional information times.

#### 3.4.2 Target Time to Repair

- Service Affecting Faults (both Critical and Major)

Digital Private Circuits	Service	Target Time to Repair
Priority 1	2, 45 and 155 Mbit/s, Ethernet Circuits	8 Working Hours
Priority 2	2, 45 and 155 Mbit/s, Ethernet Circuits	12 Working Hours

**Table 4 Target Time to Repair in the case of Service Affecting Faults**

In the case of a Major Service Affecting Fault the time will start from when You are willing to release the Private Circuit for testing.

- Non Service Affecting Faults

Private Circuit Type	Service	Target Time to Repair
Digital Private Circuits	2, 45, 155 Mbit/s, Ethernet Circuits	3 Business Days

**Table 5 Target Time to Repair in the case of Non Service Affecting Fault**

All the above timings are given as from Trouble Ticket intake. The Target Time to Repair is not applicable in the case of Force Majeure.

For the avoidance of doubt, We do not guarantee the TTR for any element of the service which uses a third party network.

### 3.5 Customer's Obligations

#### 3.5.1 Contact Point

You are responsible for guaranteeing the availability of a contact. If We cannot inform You of the progress of the repair process

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the Target Time to Repair and Feedback delays cannot be ensured and compensation will not apply.

### 3.5.2 Site Access

If possible, You should communicate to Us Your Site Access procedure when reporting a Fault. If You are unable to inform Us of the site access procedure at the time of the initial Fault report it then becomes the responsibility of Your Contact Point to inform Us as to the site access procedures as and when required. If these procedures are not provided, the Target Time to Repair will no longer be taken into account. You must also guarantee the support of the required staff during the repair process.

Where we have not been contracted to supply the end-to-end service, You are responsible for advising the far end operator of any required information.

### 3.5.3 Quality of Service degradation

In the case of the degradation of the quality of service (i.e. error bits, clock-problems, incorrect signal-level, etc.) of a Private Circuit, You must allow Us to cut the Private Circuit to perform measurements as required. All measurements by Us should be performed outside of Normal Working Hours unless agreed otherwise by You. If You do not agree to Us cutting the Private Circuit, the Trouble Ticket will be considered as being in Stop-Clock mode by Us since no diagnostic or repair operations are possible.

## 4 Maintenance

### 4.1 Definitions related to the maintenance of Private Circuits

The unavailability of a Private Circuit is defined as the percentage of time during which the Private Circuit cannot be used due to a C&WJ Fault during a year. The unavailability is based on the measure of the Net Repair Time associated with each Service Affecting Trouble Ticket generated during the year.

The availability of a Private Circuit is defined as:

Availability of Private Circuit =  $100\% - ((\text{time unavailable during the year} / \text{total time in year}) \times 100)$

## 5 Compensation

Our Private Circuits offer high performance with the following delivery, availability and repair times backed by a compensation guarantee. For the avoidance of doubt compensation applies to the portion of the Private Circuit that is provided over the network owned by Cable & Wireless Jersey Limited and / or Cable and Wireless Guernsey Limited.

### 5.1 Provision

We will respond to Private Circuit Orders within the following times:

Order Confirmation	Service Delivery Date Confirmation
3 Business Days	10 Business Days

In the case where We do not meet the agreed Service Delivery Date due to an issue within Our control, You are entitled to claim compensation from Us as follows:

Delay after agreed Service Delivery Date	Compensation
1-5 Business Days	25% of monthly charge
6-10 Business Days	50% of monthly charge
More than 10 Business Days	100% of monthly charge

Where We do not meet the Service Delivery Date due to failures that are external to Our network, then any claim for compensation You make will be passed on by Us to the supplying telecommunications operator. Payment received by Us from the supplying telecommunications operator under their terms and conditions will be passed on to You.

### 5.2 Availability

We will provide Private Circuits to meet the following service availability target. In the case where We do not meet the service availability target due to an issue with Our network, You are entitled to claim compensation from Us as follows:

Service Availability Target	Compensation
99.9%	10% of the annual charge

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Where We do not meet the service availability target due to failures that are external to Our network, then any claim for compensation You make will be passed on by Us to the supplying telecommunications operator. Payment received by Us from the supplying telecommunications operator under their terms and conditions will be passed on to You.

### 5.3 Faults

We aim to clear Faults on Private Circuits within the following times:

Classification of Fault	Target Time to Repair
Priority 1	8 Working Hours
Priority 2	12 Working Hours
Non Service Affection	3 Business days

In the case where We do not meet the Target Time to Repair due to an issue on Our network, You are entitled to claim compensation from Us as follows:

Net Repair Time	Compensation
8-12 Working Hours	10% of monthly charge
13-16 Working Hours	15% of monthly charge
17-24 Working Hours	20% of monthly charge
25-32 Working Hours	25% of monthly charge
33-40 Working Hours	30% of monthly charge
>40 Working Hours	50% of monthly charge

Where We do not meet the Target Time to Repair due to failures that are external to Our network, then any claim for compensation You make will be passed on by Us to the supplying telecommunications operator. Payment received by Us from the supplying telecommunications operator under their terms and conditions will be passed on to You.

### 5.4 Compensation Claim

If the guaranteed Provisioning or Target Time to Repair has not been achieved due to a C&WJ Fault, You are invited to submit in writing a request for reimbursement within 1 month starting at the closing of the technical intervention. In this request You need to specify the following information:

Repair
Number of Trouble Ticket
Date the Fault was reported to Us
C&WJ Circuit Identification Number of Private Circuit

Provisioning
C&WJ Circuit Identification Number of Private Circuit
Planned Service Delivery Date
Actual Service Delivery Date

If the guaranteed minimum annual availability of the Private Circuit has not been met You are invited to submit a written request within a period of 1 month starting from the month closing the availability measurement period. In this request, You must specify the following information:

- C&WJ Circuit Identification Number of the Private Circuit
- Start date of the measurement period in dd/mm/yyyy
- End date of the measurement period in dd/mm/yyyy
- Yearly availability in % as measured by You

The start date of the measurement period cannot be before the introduction date of this SLA.

Any requests for compensation payments must be sent to Us at the following address:

Contact: Complaints Officer

Address: Cable & Wireless Jersey Limited, Richmond House, 8 David Place, St Helier, Jersey, JE2 4TD

Fax: 01534 888292 Email: hello@surecw.com

We will confirm to You if Your request has been accepted within a maximum delay of 5 Business Days starting from the receipt of the request made via post, fax or email.

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### **5.4.1 Compensation Payment**

Once the compensation claim has been accepted, We will reimburse You according to the compensation scheme as described in this SLA.

This payment will normally be performed through a credit note on the next invoice.

### **5.5 Dispute Resolution**

All disputes related to the interpretation or application of this SLA shall come under the exclusive jurisdiction of Jersey Law. The provisions of the SLA are subject to Jersey Law.