



**open eir Prioritised Repair
Service Standalone Broadband
Product Description**

Version Three

Effective from 07/12/2016

Document Control

Revision History

Version	Date	Revised by	Revision Details
V 1	July 2016	open eir	For Review
V2	Sep 2016	open eir	For Notification
V3	Dec 2016	open eir	Launch

Associated Documents

Title	Location
1) Standalone Broadband Prioritised Repair Agreement	
2) Prioritised repair for Standalone broadband process manual	

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1 Introduction

This document outlines the product description for the *open eir* Prioritised Repair Service for Standalone Broadband Services.

The standard Broadband service level agreement offers a fault repair time of two working days.

The Prioritised Repair service level agreement offers a fault repair time of 1 working day for Standalone Broadband lines. The Prioritised Repair service enables operators to offer their customers an enhanced Service Level Agreement (SLA), building on *open eir* Wholesale's current offering of the standard Broadband SLA's.

2 Overview

Prioritised Repair enables an OAO's to identify certain lines as having a higher repair priority than others. The service offers an enhanced SLA target of 90% within 8 working hours on the lines nominated on the OAO's network combined with prompt repair times and associated penalties.

2.1 Key Features

	Prioritised Repair
Report Fault Time (Excl. Bank Holidays)	Mon-Fri 9.00-5.00
Fault Report Mechanism	UG
Response Time	N/A
Repair Time	1 Working Day.
SLA Target	90% within 8 Working hours
Reporting	Report 99.6% within 24 Working hours

Working Day means the time between 09:00 – 17:00 on any day other than Saturdays, Sundays or Public Holidays as defined in the Second Schedule to the Organisation of Working Time Act, 1997

2.2 Service Availability

This service is available on Standalone ADSL and Standalone FTTC Broadband services.

2.3 Reporting

open eir will produce performance reports, on a quarterly basis, on the number of faults logged and the actual performance against the SLA target. Additionally open eir will report on the number of lines under cover per OAO on a monthly basis. These reports will be made available to all Operators who have signed up lines to prioritised repair.

3 Proposed Pricing & Penalties

Component	Charge
Monthly Charge per Line Broadband	€7.50

3.1 Proposed Effective Date

XX 2016

3.2 SLA Schedule

The Prioritised Repair Service SLA schedule is set out in the table below. All Performance Targets will apply at an Operator level per metric and penalties are not payable for metrics that are achieved.

Fault Resolution

Activity Description	Performance Metric	Performance Target	Penalty

	Repair Time:		
Resolution of Broadband Fault	1 Working Day from fault acceptance	Target 90%	€7.50 per standalone Broadband service Working Day or part thereof.

Appendix 1: Exclusions

Repair

The circuit will be deemed available to the Operator and is therefore excluded for the purposes of calculating credits if the non-availability arises from or is otherwise caused or contributed to by the following circumstances:

Where the fault is caused by, third party activities such as cable damage, or gunshot.

Where the fault is caused by severe weather conditions such as storms, flooding, fire or lightning

Where a fault occurrence is due to changes in Customer provided apparatus

Where the fault is not in the *open eir* network i.e. Operator non-fault

Where a fault is reported and no fault is detected when the service is tested from end to end.

- Any period of scheduled outages notified to the Operator in accordance with the planned works procedure

A failure by the Operator or its customer to allow access to premises or equipment when requested

The Operator or its customer failing to operate the service in accordance with *open eir* terms and conditions for the provision of the service

A failure of the customer to report the fault in accordance with the fault reporting procedures.

Appendix 2 – Guidelines for Payment of Penalty Credits

open eir shall provide Operators with penalty statements one month in arrears with the statement being reconciled between the parties during month 3 of the quarter with payment made in the next billing cycle. The applicable penalty to be paid is the difference between actual% achieved and target %.

In the event that the Operator is of the opinion that a penalty liability has been incorrectly calculated then a claim must be submitted in writing to:

The Penalty Manager *open eir*, 1, Heuston South Quarter, St. John's Road West, Dublin 8.

In case of a query, any supporting documentation must be supplied within ten Working Days of a request by *open eir*.

Any adjustment will be remitted by way of credit against the account associated with the claim.

Appendix 3 – Parked Time

Circumstances whereby a fault cannot be progressed on behalf of an Operator, and the fault is parked are outlined as follows; -

open eir cannot get co-operation from the Operator with testing the line

When a fault ticket receives an Unconfirmed Clear status, it will be parked.

Where an engineer is dispatched and cannot get access to the end user premises

Where to proceed would result in a health and safety risk, avoidance of which could not have been realistically predicted by *open eir*.

If it is requested by the Operator and/or end user

Where a third party, other than *open eir* contracted entities, restricts *open eir* from working on resolution of the fault.

Force Majeure