



open eir<sup>1</sup>  
Statement of Service Levels  
For the Provision of Specified  
Services to  
Other Licensed Operators

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<sup>1</sup> open eir is a trading name of eircom limited, Registered as a Branch in Ireland Number 907674, Incorporated in Jersey Number 116389, Branch Address : 1 Heuston South Quarter, St. John's Road, Dublin 8

## Version Control

Version	Status	Update	Effective Date
4.0		Document rebranded change of name from eircom to open eir	16 <sup>th</sup> September 2015
V5.0	Final	This document is based on V4.0 Implementation of Standardised Change Control.	21/06/2017

This document follows change control procedure:

**Proposed** is defined as a document status when the approved document is uploaded to Proposals Section of open eir Website.

**Final** is defined as a document status when the approved document is uploaded to the relevant section of the open eir Website following the publication period.

**For information:**

- Historical Document History Table located at end of Document.
- Publish means the action of uploading a document to the website regardless of status or location.
- **If there are changes to the document between 'Proposed' and 'Final', change control operates.**



*open eir*  
Statement of Service Levels  
For the Provision of Specified Services to  
Other Licensed Operators

This document sets out the service levels, which *open eir* offers with regard to the provision and maintenance of specified services known as 'carrier services' as delivered to other licensed operators (OAOs). In addition, a carrier services Operations and Maintenance manual for has been agreed between *open eir* and operators which defines the processes associated with provision of carrier services.

These services comprise the provision of, ISDN PRA circuits and leased line circuits ordered by other licensed operators for the purpose of providing access from customer premises to their network (the Services). Such Services must be maintained in the OAO's name for a minimum of 12 months from date of delivery. Circuits ordered by **OAO's** for carrier interconnection purposes with the *open eir* network are not covered within the terms of this SLA.

Each Application for the Services is considered on its own merits and effort is made to ensure that save in exceptional circumstances each application for the Services falls within the ambit of this SLA.

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Examples of such exceptional circumstances are set out by way of example in *open eir's Wholesale SLA: Definitions & Exclusions*. These are set out in Appendix 1

1. The individual services are at all times provided subject to *open eir's* standard terms and conditions for Carrier Services.
2. The service levels set out in this document have been determined following a process of industry wide consultation completed by the Director of Telecommunication Regulation. Service Levels are set for a number of specific Service Level Attributes.
3. A service credit regime for failure to meet the offered service levels against these attributes is also set out in the document.
4. An archive of older versions of the Service Levels Agreements is to be held on *open eir* website for reference.

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## Contents Summary

1. Sales Process Points Definitions
2. Service Level Summary for Sales Process Points & Provision Parameters
3. Cancellation of Carrier Services
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6. SLA Penalties for Non-Compliance



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7. SLA Performance Measurement Criteria

8. Service Credit Exemption

9. Reports

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## 1. Sales Process Points Definitions

Order Receipt ( OR ) : the forwarding of a valid order to *open eir* on an standard order form. **The SLA “clock” begins when the order form is received by *open eir*.**

Order Acknowledgement (OA): the acceptance of an order form or using the PDC order on UG by *open eir* and acknowledgement to the OAO that the order has been received, the order is correctly filled in and is being processed.

Order Validation (OV) : confirmation, or otherwise, that an order is deliverable by *open eir* within the standards set down in the SLA. Standard order delivery time is in accordance with the delivery times listed in Table 1. The appropriate dates will be given at Order Validation. Where appropriate this step shall include a site survey. At the end of the Order Validation Step three events are allowable:

**The order is determined to be within the definition of a “standard” order and a delivery date is set in accordance with the appropriate SLA.**

**The order is determined to be a “non-standard” order** under the allowable exceptional circumstances set out in Appendix 1

Should a customer requests a circuit to be delivered on a date after the calculated Delivery Due Date (Standard or non-standard) then this date shall become the due delivery date and shall be taken as the standard delivery date for the purposes of SLA compliance calculations.

Order Forecast(OF) - Notification to the OAO of a delivery date of an order that **is validated as “non-standard”. This delivery date shall be taken as the “standard”** date for the purposes of SLA compliance calculations.

Delivery Confirmation (DC): prior to the delivery date *open eir* shall confirm in writing to the OAO as to whether the delivery date will be met. This will enable OAOs **to better manage their customers’** expectations. In the event that the Delivery Confirmation advises that the Delivery will not be met *open eir* must advise the OAO the revised Delivery Date(RDF) within 3 days of the original due delivery date. Should the new delivery date be in excess of ten working days of the previous Due Delivery Date then the Delivery Confirmation process begins again.

The Delivery Confirmation/Reconfirmation shall be considered a single process for Service Credit calculation purposes.

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Delivery of Service : the provision of the purchased service by *open eir*.

Delivery Notification (DN): date of issuance of a Completion Notice by *open eir* to the OAO.

Completion of order : An order is deemed to be completed on dispatch of Delivery Notification ( DN ) and working service by the OAO. The OAO has 2 working days to accept the circuit as completed as specified. During this period **the service delivery “clock” is stopped. If the OAO cannot accept the circuit because it is faulty the “clock” starts again until such time as the circuit is accepted.** If the OAO does not inform *open eir* of its acceptance or otherwise of the circuit, it will be deemed to be accepted by the OAO for the purposes of any SLA Service Credit calculation.

If the fault is subsequently found to be in the OAO network or no fault is found the original date of the completion notice shall apply to the order. *Open eir's* standard terms and conditions regarding recovery of costs for reported faults found to be not in the *open eir* network shall apply.

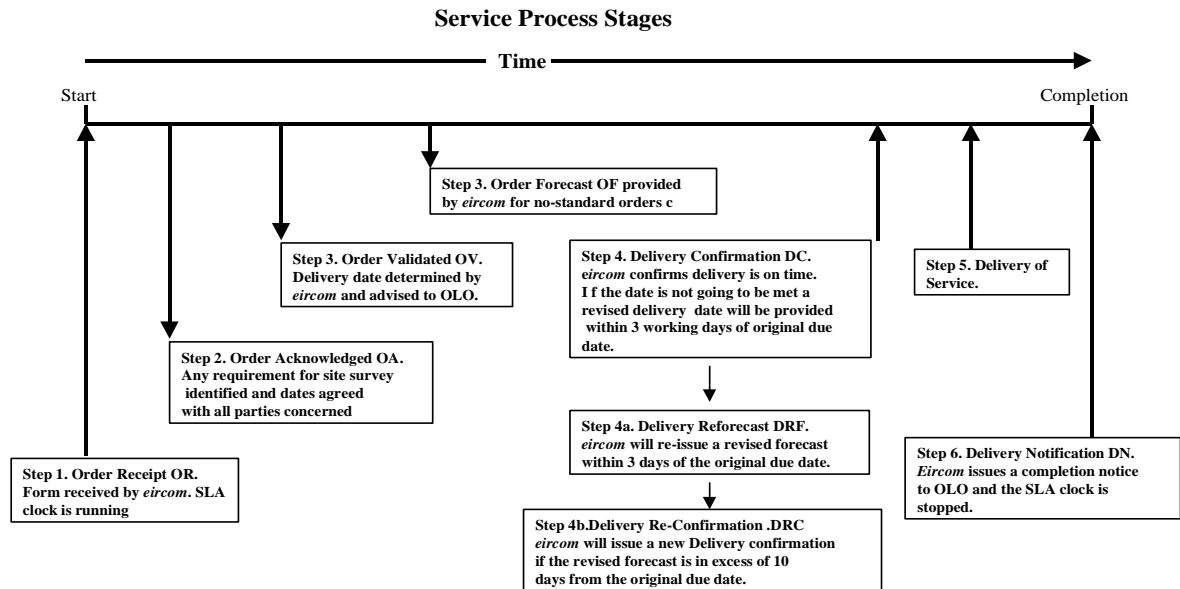
Service Provision : the activation by *open eir* of the ordered service.

Working Day : 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 Organization of Working Time Act, 1997





*Service Provisioning - Process Stages Summary*



open eir Service Levels for Services Delivered to Other Licensed Operators

## 2. open eir Service Level Summary for Sales Process Points & Provision Parameters

**Table 1**

<i>Product</i>	<i>OR</i>	<i>OA</i>	<i>OV</i>	<i>OF</i>	<i>DDD</i>	<i>DC</i>	<i>DN</i>	<i>RDF</i>	<i>DRC</i>
M1020/M1040	T	T+2	T+10	T+19	T+22	DD-1	DDD	DD+3	RDF-1
<2mb	T	T+2	T+10	T+19	T+22	DD-1	DDD	DD+3	RDF-1
ISDN PRA	T	T+2	T+13	T+22	T+26	DD-1	DDD	DD+3	RDF-1
2 MB	T	T+2	T+13	T+22	T+26	DD-1	DDD	DD+3	RDF-1
34 MB	T	T+2	T+13	T+32	Date at forecast	DD-1	DDD	DD+3	RDF-1
45MB	T	T+2	T+13	T+32	Date at forecast	DD - 1	DDD	DD + 3	RDF - 1
155MB	T	T+2	T+13	T+ 32	Date at forecast	DD-1	DDD	DD+3	RDF-1

Note:

- T = order is received by open eir

- DDD = Due Delivery Date

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### 3. Cancellation of Carrier Services

#### Charges for Cancellation of Carrier Services

In addition to the normal cancellation fees outlined in the “Telecommunications Scheme” there are a number of charges which apply to wholesale customers only.

#### Cancellation Fees where due Delivery date is Missed

If an order is not going to be fulfilled on or before the Due Delivery Date (DDD) provided at validation, then open eir must notify operators at the Delivery Confirmation stage. Open eir must then provide operators with a Revised Forecast Date (RFD) either at the Confirmation Stage or within 3 working days from the original DDD.

If the RFD provided extends beyond 10 working days from the original Due Date (DDD) for standard Orders and 20 working days from original Due Date (DDD) for non-standard orders, the customer has the option of cancelling the order without incurring any cancellation fee.

The customer must cancel the order within 3 full working days of receipt of the Revised Forecast Date (RFD).

However, if the customer accepts the RFD then the full cancellation fee applies until the RFD is reached when the above rules will be applied again.

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## Cancellation Fees at Order Forecast

open eir will waive 50% of the cancellation fee for any non-standard order for which the due delivery date provided at order forecast is more than 60 days from the day of validation. This waiver will apply provided the OAO cancels the order within 2 full working days of receipt of the forecast date.

## 4. Repair Definitions

Repair Time. The duration between the time a fault is first reported to open eir in accordance with the fault reporting procedures and the time marked by open eir as

" *Confirmed Clear Permanent* ".

On completion of repair, a fault ticket is given an " *Un-Confirmed Clear* " status and that ticket is parked ie the clock is stopped until the fault clear is either accepted by the customer or 1 hour from the unconfirmed clear customer notification time has elapsed.

If the fault has either been accepted by the customer or 1 hour has elapsed from

" *Unconfirmed Clear* " customer notification, the fault ticket is un-parked and given a " *Confirmed Clear Permanent* " status together with an associated final clear code and the fault ticket is permanently closed.

If the customer responds with a rejection of repair the ticket is un-parked , the clock is re-started and repair work recommences. On completion of repair, the " *Unconfirmed Clear*" status is applied again, customer is notified and the fault is parked and the process above is repeated.

## Faults.

Leased Lines Faults: A fault is the inability to transfer data across the leased line at its nominal capacity in conformance with the relevant ITU recommendations.

ISDN Faults: A fault is the loss of the ability to make or receive calls to or from the open eir's **switched network**.

Service Availability. Is the annualised in service time of a circuit expressed in percentage terms. It is measured by :
$$\frac{[\text{Total Number of Hours in the Year}] - [\text{Total Number of Hours Out of Service}]}{[\text{Total Number of Hours in the Year}]}$$

## Response Time

- The fault has been correctly logged and acknowledged.
- Preliminary testing and fault localisation has occurred.
- Fault clearance has been instigated.
- Results of preliminary *open eir* testing and fault localisation provided to OAO.

Parked Time: The times during which the SLA clock is stopped which include; -  
time not covered by the relevant SLA

or during out of hours periods where resources being made available on a reasonable endeavours basis are unavailable

or circumstances as outlined in Appendix 1

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## 5. Service Level Summary for Repair Parameters

SLA Maximum Repair Time Metric for ISDN

Table 2

ISDN PRA	T + 14 working hours  T = time fault is logged by <i>open eir</i> following receipt of a fault report from an OAO
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SLA Repair Attributes for Leased Lines( M1020/M1040, Sub 2Mbits, 2Mbits and greater then 2 Mbits)

Table 3

SLA Attribute	
Maximum Response Time	T+3 working hours T = time fault is logged by open eir following receipt of fault report from OAO.
Annualised Service Availability	99.8%

SLA Attributes for Service Alterations

The full definitions for these Services will not be available until after the conclusion

of the Carrier Services Operations & Maintenance Industry Forum.

## 6. SLA Penalties for Non-Compliance

Sales Process Penalties - ISDN and National Leased Line Services up to and including 2Mbit/s -

Table 4.

SLA Delivery Process Attributes	Service	Individual Process Point Service Credit	Maximum Process Service credit per order
Order Acknowledgement	ISDN PRA	<b>€350</b>	<b>€1,150</b>
Order Validation, Order Forecast,	Sub 2Mbit Leased Lines	<b>€250</b>	<b>€750</b>
Delivery Confirmation	Equal to & greater than 2Mbit Leased Lines	<b>€350</b>	<b>€1,150</b>

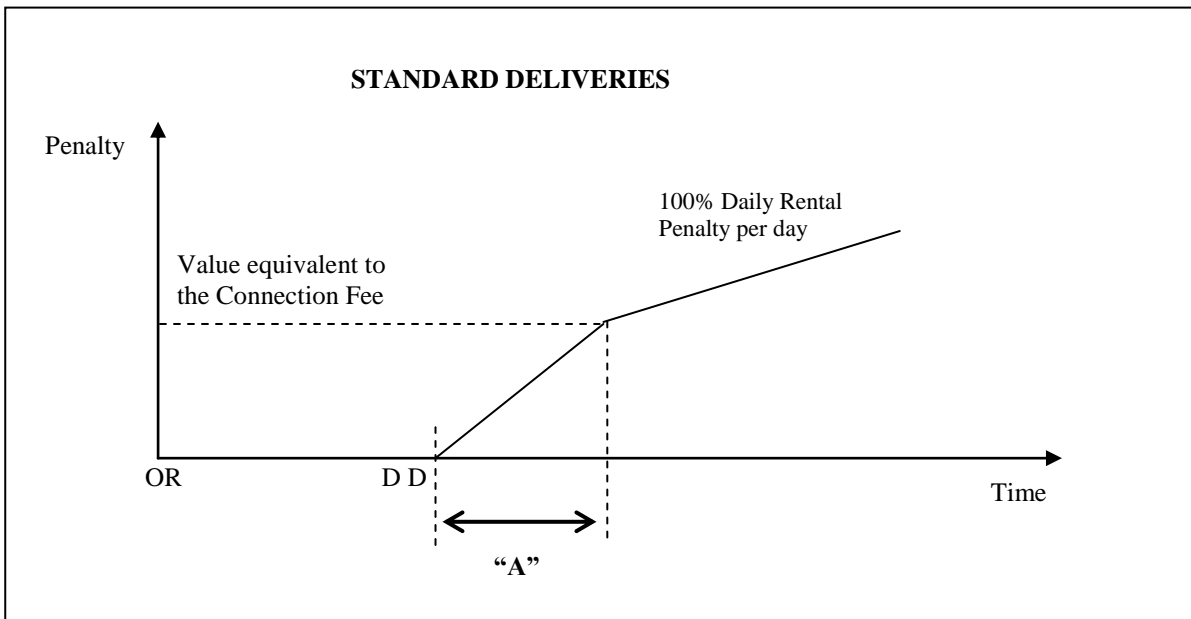
- 
- Failure to meet Delivery Confirmation on one or subsequent occasions will be deemed to fail one Delivery Confirmation process point.



Provision Penalties for ISDN & Leased Lines.

The following methodology shall be used to calculate *open eir*'s Service Credit liability for the delivery of leased lines & ISDN under this SLA.

Service Provisioning Service Credit Mechanism for a "standard" Delivery

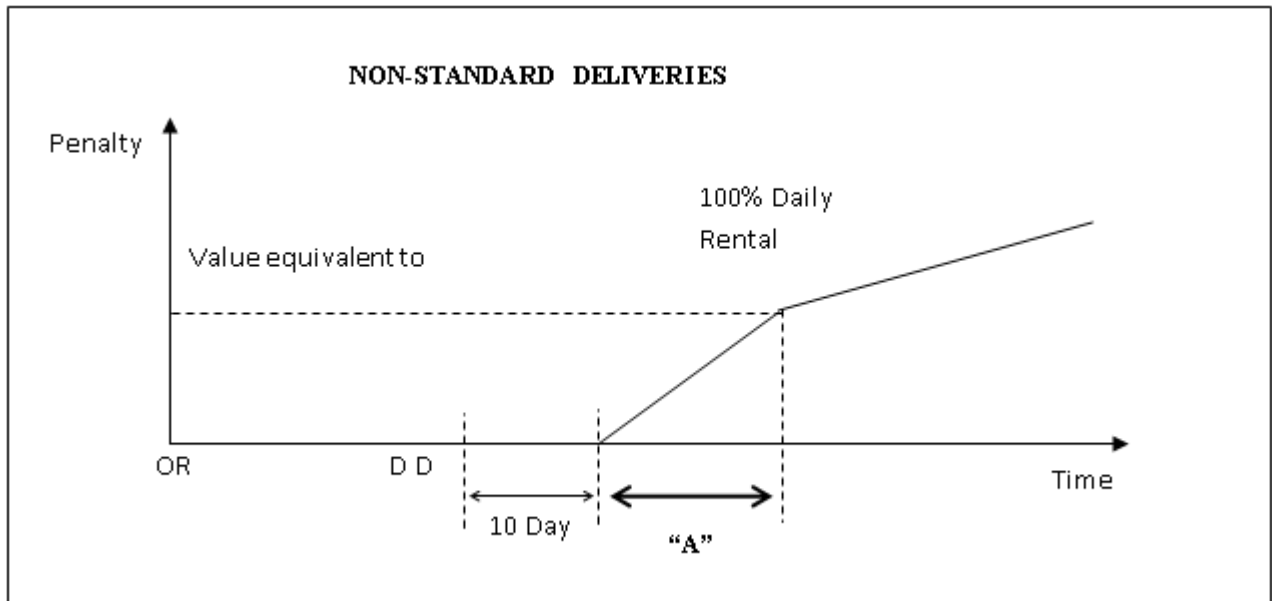


Note:

DD = Due Date

Delivery For "non-standard" deliveries the same regime shall apply, with the exception that an additional "grace" period of 10 working days shall be inserted after the agreed delivery date and the point from when penalties are calculated.

An example is shown below:



After the connection fee has been repaid, a Service Credit equivalent to x% of the payable rental per day is charged, where x is 100%.

Delivery Service Credit - " A " Days Summary

Table 5.

Service	Standard provisioning Time Scale	Days to be added to the due date to derive the "A"
ISDN PRA	26 days	22 days
Sub 2mbits leased lines	22 days	21 days



Equal to and greater than 2 Mbits leased lines	26 days	22 days
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In the case of non-standard orders a further grace period of 10 days must be added

to the provisioning timescale provided at order Forecast in order to derive the “A”

days

Repair Penalties for ISDN and Leased Lines

Maximum Repair Time Service Credit for ISDN Lines

Table 6.

Product	Service Credit Applicable
ISDN PRA	<b>€250 per failure to achieve maximum</b> repair time and refund of the daily rental (rounded up to the nearest day) for length of outage.

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Maximum Response Time Service Credit ( MRT ) for Leased Lines

Table 7.

Product	Service Credit Applicable
Sub 2Mbit Leased Lines	<b>€250 per failure to achieve</b> maximum response time
2Mbit Leased Line and above	<b>€250 per failure to achieve</b> maximum response time.

## 7. SLA Performance Measurement Criteria

### Responding to Faults

The response time is measured from when the fault has been correctly logged and acknowledged and the preliminary testing and fault localisation has occurred fault clearance has been instigated and the results of preliminary *open eir* testing and fault localisation made available to the OAO.

The Maximum response time is T+ 3 work hours where T is the time that the fault has been logged by *open eir*.

Parameter	Criteria	Service Credits Applicable
Repair Time	T+8 Working hours	2% of monthly circuit rental per working hour in breach of( i.e. greater than 8 working hours) to a max of 50% of monthly circuit rental
Fault Reporting	<p>Faults can be logged 24 x 7 via the Unified Gateway (UG).</p> <p>Faults can be logged 24 x 7 via phone at 1800 656 656. Wholesale fault reporting team will take the call between 8am and 6pm. Calls received on 1800 656 656 will be diverted to the NMC after 6pm and up to 8am the following day.</p> <p>Working Day</p>	A maximum of 2 months circuit rental in any 12 month period per circuit
Hours of coverage		

### Summary of Event based parameters

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## Measuring Service Availability

Service availability will be measured on a 7 x 24 hour basis using the formula

$$\frac{8766 - (\text{out of service time})}{8766}$$

Total valid out of service hours is the elapsed time between the time faults are logged and the last Unconfirmed Clear Permanent, less Parked Time.

The Measurement Period for service availability is the previous year

(4 quarters), rolling

Out of service time relates only to the *open eir* network

For calls logged outside of product SLA hours of cover, standard callout charges will apply, with customer option to request out of hours repair whereby the fault remains open during the out of hours period.

It is the "Clear Code" associated with the "Confirmed Clear Permanent" that determines the inclusion of the fault ticket when measuring availability.

To safeguard against spurious rejection of repair, in cases where the fault rejection results in open eir determining the rejection to be caused by factors outside of the open eir network, the final clear code will reflect this and the associated fault ticket will be excluded from availability calculations.

Circumstances outside the control of open eir and /or delay resulting from customer related issues which impede the ability of open eir to begin or continue with repair of a fault will result in the fault ticket being parked for the affected period. This parked time will be removed from the out of service time used in calculating service availability.

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A circuit can only be subject to one Service Credit in a Measurement Period i.e. a circuit subject for a penalty in one quarter will not be subject to a Service Credit again in the next quarter. Should a new fault occur in a new quarter the calculations will be done afresh on that fault.

*For example:*

In a given measurement period, if a circuit has three outages in that 12 month period, the sum of these will constitute the "out of service time" for that period. If this brings it into Service Credit, these three outages will be tagged. Any of these tagged outages for that particular circuit falling into all subsequent measurement periods will be excluded from the "out of service time" calculation for that circuit which will automatically include any new outage for that circuit. On the other hand, if the sum of the three outages does not incur a Service Credit, none of the outages are tagged and any outage falling into subsequent measurement periods will be included in Service Credit calculations

## 8. Service Credit Exemption

Open eir performance will be assessed against delivery of all orders across the portfolio of products covered by this SLA with a due date in the quarter under review, subject to a minimum order volume of 20 due date circuits during the period.

In the event that the order volume for an individual OAO did not reach 20 in the quarter under review, any penalties due will be paid in the reporting period. However the order volume will be rolled over to the next quarter and should the OAO reach the assessment threshold in the second quarter then payments accrued for the previous quarter to the OAO will be adjusted accordingly.

The Service Credit exemption applies in the event that *open eir* is successful in delivering 95% of orders to an individual OAO. Process point penalties are not exempt should *open eir* successfully deliver 95% of orders to an individual OAO

## 9. Reports

Activity Number	Activity Description	Performance Metric	Performance Target	Contractual payment for not meeting Performance Metric Target
	Submission of monthly provisioning performance metrics to the Operator's	Time to provide performance metrics to the Operator's	1700 of the tenth Working Day after the end of the month.	Default Interest rate as per LLRO on all penalties due.
	Submission of quarterly repair performance metrics to the Operator's including Service Availability	Time to provide performance metrics to the Operator's	1700 of the twenty Working Day after the end of the Quarter	Default Interest rate as per LLRO on all penalties due.



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## Appendix 1:

### Definitions & Exclusions

#### General

Services will be provided within the standard delivery timescales for the specified Carrier Services, subject to the following definitions and exclusions in addition to *open eir's general terms and conditions* for the relevant service:

#### Customer Responsibilities

##### 1.1 General Customer Obligations

The customer shall inform *open eir* of any internal Customer changes to its network which are likely to affect the performance of the *open eir* supplied elements of the network and subsequently *open eir's ability to comply with this Agreement*.

The customer shall not withhold payments in respect of any service save in accordance with agreed dispute resolution procedures.

##### 1.2 Orders

Where an order is acknowledged, any requests for material modifications, as set out in the O&M document , to the order details may only be effected by cancelling the original order and submitting a revised order. In this case *open eir's standard terms relating to cancellation of orders will apply*.

## 2. Definitions & Exclusions for Delivery Attributes.

### 2.1 Definitions

Leased Line quarterly rental means the quarterly charge payable by the Customer to *open eir* as appears on the initial bill for the leased line orders relating to the Service Credit calculation

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ISDN monthly rental equals means the monthly charge payable by the customer to *open eir* as appears on the initial bill for the order relating to the Service Credit calculation.

Leased Line monthly rental means a sum equivalent to 1/3 the quarterly rental defined above.

Daily rental means the monthly rental as defined above divided by 30.5

Connection Fee : means the connection fee payable as appears on the initial bill for the order(s) relating to the Service Credit calculation.

## 2.2 Exclusions

The Carrier Services SLA (SLA) will not apply where the order is non-standard, where orders are non-standard, a Due Delivery Date shall be agreed with the Customer and the SLA shall apply to that agreed date and to the order thereafter subject to these terms and conditions. The order shall be deemed to be non-standard where there are impediments to *open eir* delivering the order. The impediments include the circumstances listed below.

Following survey *open eir* is required to build new network components (either core or access and including but not limited to SDH components). If this exclusion applies it will be advised to customers at the point of order validation.

One or both ends of the service is/are more than 3km from the nearest *open eir* data network node.

In instances where *open eir's* **ability to deliver is constrained by a force majeure** event.

One or both ends end of the service is not accessible to *open eir* cable network.

- Customer premises related, circumstances preventing/constraining delivery of the order.

Transmission equipment extension required.

Transmission equipment upgrade required.

New or upgraded transmission path required

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New fibre required.

Radio link required.

Line upgrade/conditioning required.

Circumstances relating to Managed Leased Line Network

New Managed Leased Line Network edge node required ( equivalent to local access )

New Managed Leased Line Network edge to Managed Leased Line Network core network transmission required.

New Managed Leased Line Network core network node required.

Managed Leased Line Network core network node extension required.

New inter Managed Leased Line Network core node transmission required.

- Circumstances relating to Wiring infrastructure.
  - New Digital Distribution Frame required.
  - New Optical Distribution Frame required.
  - New Main Distribution Frame required.
  
- Circumstances relating to Core Transmission Network
  - New core transmission capacity required e.g. VC4 or higher and associated infrastructure.
  - New core transmission node extension required.
  - Major core transmission node modification/upgrade required.
  - **Where a customer's premises (Installation Site) is more than three kilometres from the local exchange or managed leased line network node.**
  
- Circumstances relating to Switching Network
  - New switching network capacity is required
  - New switching node extension required
  - Switching node modification/upgrade is required

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- Where the volume of orders is such that it requires infrastructure build over and above that normally associated with the provision of the Services in a particular area - e.g. orders for a 2Mbit/s leased line are normally provided at the local end by way of HDSL. However, where there are multiple orders for such 2Mbit/s leased lines to the same premises, at the same time, there may be a requirement to build fibre systems. This applies both to single batches of multiple orders and orders for smaller quantities to the same address placed over a 5 working day period. This clause shall only apply to non-OAO premises, ie the B-end.
  - Where it is mutually agreed between open eir and the OAO to construct infrastructure beyond the immediate requirements of the ordered service in order to facilitate future deliveries and/or maintenance.
  - Where the order is treated as a project delivery, including the following
    - Where customers order more than 4 leased lines with at least one common B-end, the order being placed either at the same time or on a planned basis at regular intervals over a period of time or as part of an upgrade to an existing network or as roll-out of a new network.
    - Where customers specify Non-Standard presentation of circuits (open eir Standard presentation is G703 for 2mb and x21 for sub 2mb)
    - Where data nodes (rather than data modems) are being installed at customer sites which terminate multiple circuit ends. Such nodes being provided either at the customer request or in order to support delivery of subsequent orders and/or support maintenance of multiple circuits.
    - Where customers request special diversity arrangements either on access or core network elements.
    - Where customer request that service be provided without interruption to existing Carrier Services which are delivered over the same network plant or NTE, or specify that such interruption be scheduled for outside of working hours.

### 3.0 Ordering Levels

- For each operator a “normal” daily average ordering level will be calculated on a monthly basis. If the volume of orders received in a day exceeds this “normal” average then orders which are in excess of the average will be deemed to have been received on the next working day and the Carrier Services SLA attributes shall apply on this basis. The counting of the orders shall be based on the sequence that they are received by open eir.

The “normal” average will be calculated using a three month look back. This look back will calculate the actual number of orders placed for services covered by the Carrier Services SLA for each month. This figure will be divided by the actual number of working days in the month to give an actual daily average order level for that month. Using the three data points a best fit straight line will be generated using the least squares method and this will be extrapolated forward to give a projection of the daily ordering rate for the upcoming month. The “normal” average will be this projected daily ordering rate plus 20% rounded up to the nearest integer. In the event that this gives a figure less than 5 then the “normal” average will be set to 5.

### 4.0 Definitions & Exclusions for Repair Attributes

#### 4.1 Definitions

**Repair Attributes:** The daily rental is equal to the applicable monthly or quarterly rental charge payable by the customer to open eir in respect of the period during which the fault occurred divided by 30.5 or 91.25 respectively.

#### Fault Definition

*Leased Line Faults:* A fault is the inability to transfer data across the leased line at its nominal capacity in conformance with the relevant ITU recommendations

*ISDN Faults:* A fault is the loss of the ability to make or receive calls to or from the open eir’s switched network.

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## 5.0 Service Restoration Definition

Service shall be deemed to have been restored when the fault condition is resolved on the *open eir* network and service availability restored to the customer. *open eir* reserves the right to put in **place 'Temporary Patching'** to restore service (e.g. fibre/radio link re-route) while repairs to network fault are undertaken. Restoration may also mean that service is restored through diverse routing until the network fault is fully cleared.

The period of non-availability will commence at the time a fault is first reported to *open eir* in accordance with the fault reporting procedures. The period of non-availability shall end from the time logged by *open eir* that the service is available to the customer.

In the event of any dispute between the parties in respect of service availability or otherwise, *open eir* reserves the right to determine the period of availability for the purposes of the credit rebates payable.

*Open eir* reserves the right to implement scheduled outages. These will be used to carry out essential network maintenance or alteration procedures, for instance upgrading network management software. These will be excluded from availability calculations. Save in the case of emergency *open eir* shall provide no less than 5 days written notice to the customer of such outages.

If the fault is subsequently found to be in the OAO network (including its CPE) *open eir's standard terms and conditions regarding recovery of costs for reported faults found to be in not in the open eir network shall apply.*

## 5.2 Exclusions

The circuit will be deemed available to the customer 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 continuous access to the customer premises is not available to *open eir* on request from the time the fault is reported.

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- Where the fault is caused by third party activities such as cable damage.
  - Where the fault is caused by severe weather conditions such as storms, flooding or lightning
  - Where a fault occurrence is due to changes in Customer provided apparatus
  - Where the fault is not in the *open eir* network
  - Where the customer or its agents are not available to *open eir*, at reasonable notice, for the purpose of conducting diagnostic tests between the *open eir* network and the customer CPE.
  - 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 OAO in accordance with the planned works procedure
  - A failure of the Customer to allow access to premises or equipment when requested
  - The 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 specified under “Fault Reporting”**
  - Faults relating to the use of non-type approved or CE certified equipment by the customer.

## 6.0 Parked Time

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

- *open eir* cannot get co-operation from the access seeker 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 access seeker and/or end user
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- Where a third party, other than open eir contracted entities, restricts open eir from working on resolution of the fault.

## Appendix 2:

### Guidelines for Payment of Service Credits

1. For orders after 01.02.01 penalty credits will be automatically credited to the account associated with the relevant carrier service order.
2. *open eir* shall provide individual OAOs with Service Credit statements one month in arrears with the statement being reconciled between the parties during month 3 with payment made in the next billing cycle
3. In the event that the OAO is of the opinion that a Service Credit liability has been incorrectly calculated then a claim must be submitted in writing to:

The Service Credit Manager  
*open eir* Wholesale.  
*open eir*  
1 HSQ



Dublin 8

4. In the event of a query any supporting documentation must be supplied within ten working days of a request by *open eir*.
  
5. Any adjustment will be remitted by way of credit against the account associated with the claim.

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### Version Control History

Version	Status	Update	Effective Date
1.0		Version 1.0	1 July 02
2.0		Cancellation Charges" (New Section 3)	20 January 03
3.0		Clarification of out of hours coverage (Parked Time)	30 Sept. 04
4.0		Inclusion of Event Based Assurance	1 <sup>st</sup> July 2013
4.0		Document rebranded change of name from eircom to open eir	16 <sup>th</sup> September 2015
V5.0	Final	This document is based on V4.0 Implementation of Standardised Change Control.	21/06/2017