



Wholesale Leased Line Service Level Agreement



Version Control History

Version	Status	Update	Effective Date
1.3		Document rebranded from eircom to open eir	16 th September 2015
V4.0	Final	This document is based on V3.4b 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- Historical Document History Table located at end of Document.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.

Table of Contents

1. INTRODUCTION	4
2. WLL PROVISIONING AND MAINTENANCE	4
2.1 PROVISIONING PROCESS POINTS DEFINITIONS	5
2.2 CUSTOMER DELAY	7
2.3 OPEN EIR SERVICE LEVEL SUMMARY FOR SALES PROCESS POINTS & PROVISION PARAMETERS.....	7
2.4 CANCELLATION OF SERVICES	8
2.4.1 <i>Cancellation Fees where due Delivery date is Missed</i>	8
2.4.2 <i>Cancellation Fees at Order Forecast</i>	9
2.5 REPAIR DEFINITIONS	9
2.6 SERVICE LEVEL SUMMARY FOR REPAIR PARAMETERS	10
2.6.1 <i>Responding to Faults</i>	11
2.6.2 <i>Measuring Service Availability</i>	11
2.7 SLA SERVICE CREDITS FOR NON-COMPLIANCE	12
2.7.1 <i>Service Provision: Process Service Credits</i>	12
2.7.2 <i>Service Provision: Delivery Service Credits</i>	13
2.7.3 <i>Repair services- Event Based</i>	14
2.8 EXEMPTION FOR SERVICE CREDIT	16
2.9 REPORTING	17
APPENDIX 1: DEFINITIONS & EXCLUSIONS WLL	18
APPENDIX 2: PAYMENT OF SERVICE CREDITS.....	26

List of Figures

FIGURE 1: SERVICE PROCESS STAGES	7
FIGURE 2: STANDARD DELIVERY PROVISION SERVICE CREDIT MECHANISM.....	14

List of Tables

TABLE 1: SALES PROCESS POINTS & PROVISION PARAMETERS	8
TABLE 2: SERVICE LEVEL REPAIR PARAMETERS	11

1. Introduction

This document sets out the service levels for Wholesale Leased Line (WLL) . WLL are ordered pursuant to a Leased Line Agreement (previously Wholesale Leased Lines Terms and Conditions) between open eir and the Operator.

Each Order for WLL is considered on its own merits and effort is made to ensure that, save where legitimate network constraints exist, each application falls within the ambit of this SLA.

The services described in the SLA are also subject to an inter-operator process manual which defines the detailed operational process associated with the provision of WLL. The process manual represents how the SLA parameters are supported in practice and should be read in conjunction with this document. The other documents supporting this offering and service level agreement are the Leased Line Agreement.

A Service Credit regime for failure to meet the offered service levels against these attributes is also set out in the document.

This document may be updated and republished once agreed with industry and with the National Regulator.

2. WLL Provisioning and Maintenance

This section sets out the service levels with regard to the provision and maintenance of WLL.

Each application for a WLL is considered on its own merits and effort is made to ensure that save in exceptional circumstances each application falls within the ambit of this SLA. Examples of such exceptional circumstances are set out by way of example in Appendix 1 (Definitions and Exclusions). WLL are at all times provided subject to open eir's standard terms and conditions for this product as set out in the Leased Line Agreement.

2.1 Provisioning Process Points Definitions

- Order Receipt (OR): the forwarding of a valid order to open eir on a 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 by open eir and acknowledgement to the Operator that the order has been received, the order form 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;
 - The order is determined **to be a “project” order when it is ordered as part of an** agreed project;
 - Should a customer requests a circuit to be delivered on a date after the calculated Delivery Due Date (Standard or non-standard or project) 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 Operator 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 Operator as to whether the delivery date will be met. This will enable Operators 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 Operator of the Revised Forecast Date (RFD) within three (3) Working Days of the original due delivery date. Should the new delivery date be in excess of ten (10) Working Days of the previous Due Delivery Date then the

Delivery Confirmation process begins again. There should only be one instance of Revised Forecast Date per order.

- The Delivery Confirmation/Reconfirmation shall be considered a single process for Service Credit calculation purposes.
- 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 Operator.
- Completion of order: An order is deemed to be completed on dispatch of Delivery Notification (DN) and working service by the Operator. The Operator has two (2) Working Days to accept the circuit as completed as specified. During this period **the service delivery “clock” is stopped. If the Operator cannot accept the circuit because it is faulty the “clock” starts again until such time as the circuit is accepted.** If the Operator does not inform open eir of its acceptance or otherwise of the circuit, it will be deemed to be accepted by the Operator for the purpose of any SLA Service Credit calculation.
- If the fault is subsequently found to be in the Operator 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 in not in the open eir network shall apply.
- Service Provision: the activation by open eir of the ordered service.

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



Service Provisioning - Process Stages Summary

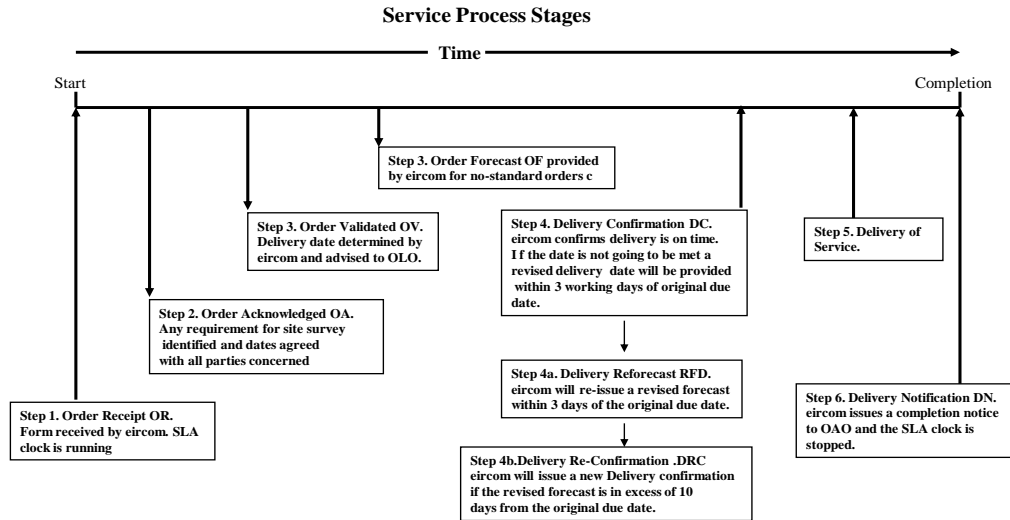


Figure 1: Service Process Stages

2.2 Customer Delay

In the event that the Operator delays installation of the WLL for any reasons as detailed within Appendix 1, this will constitute Customer Delay, stopping the SLA “clock”.

Should the Customer Delay exceed five (5) Working Days, the SLA “clock” shall be restarted at a mutually agreed date, to reflect the requirement for open eir to reschedule its work for this delivery. A re-forecasted date will be provided as per the sales process points for a new order or earlier if possible.

If customer delay dispute arises the dispute will be resolved between the parties and the SLA Service Credit will be recalculated if appropriate.

Customer Delay Notification will be dispatched to the email address provided with the original order form.

2.3 open eir Service Level Summary for Sales Process Points & Provision Parameters

Product	OR	OA	OV	OF	DDD	DC	DN	RFD	DRC
<2mb	T	T+2	T + 8	T + 17	T+22	DD-1	DDD	DD+3	RDF-1
2 MB	T	T+2	T + 8	T + 17	T+26	DD-1	DDD	DD+3	RDF-1
>2Mb ≤155Mb	T	T+2	T + 17	T + 25	T+55	DD-1	DDD	DD+3	RDF-1
> 155MB	T	T+2	T + 17	T + 32	Date at forecast	DD-1	DDD	DD+3	RDF-1

Table 1: Sales Process Points & Provision Parameters

Note:

T = order is received by open eir

DDD = Due Delivery Date

Numbers in table (but for those describing the products) are in Working Days

2.4 Cancellation of Services

2.4.1 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 three (3) Working Days from the original DDD.

If the RFD provided extends beyond ten (10) Working Days from the original Due Date (DDD) for standard Orders and twenty (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 three (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.

2.4.2 Cancellation Fees at Order Forecast

open eir will waive fifty percent 50% of the cancellation fee for any non-standard order for which the due delivery date provided at order forecast is more than sixty (60) days from the day of validation. This waiver will apply provided the Operator cancels the order within two (2) full Working Days of receipt of the forecast date.

2.5 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 a "Confirmed Clear Permanent".

On completion of repair, a fault ticket is given an " *Pending Clear* " status and that ticket is parked i.e. the clock is stopped until the fault clear is either accepted by the customer or four working hours from the pending clear customer notification time has elapsed.

If the fault has either been accepted by the customer or four working hours has elapsed from

"*Pending 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 "*Pending Clear*" status is applied again, customer is notified and the fault is parked and the process above is repeated.

- Fault: A fault is the inability to transfer data across the WLL at its nominal capacity in conformance with the relevant ITU recommendations.
- Service Availability. Is the annualised in service time of a circuit expressed in percentage terms. It is measured by $[\text{Total Number of Hours in the Year}] - [\text{Total Number of Hours Out of Service}] / [\text{Total Number of Hours in the Year}]$.

Response Time: is the time to complete the following actions:

- 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 Operator.

Parked Time: The times during which the SLA clock is stopped which include; -

- a) time not covered by the relevant SLA
- b) or during out of hours periods where resources being made available on a reasonable endeavours basis are unavailable
- c) or circumstances as outlined in Appendix 1

2.6 Service Level Summary for Repair Parameters

SLA Attribute	
Maximum Response Time	T+3 working hours.



	T = time fault is logged by open eir following receipt of fault report from Operator.
Time to Repair	T+8 working hours

Table 2: Service Level Repair Parameters

2.6.1 Responding to Faults

The response time is measured from when the fault has been correctly logged and acknowledged, 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 Operator.

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

2.6.2 Measuring Service Availability

The Measurement Period is the previous year (4 quarters), rolling.

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

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

For faults 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.

Measuring faults for Event Based SLA

A circuit will be included in for Service Credits under Event based measurement once a fault is determined to be a fault within the open eir network and not subject to the exclusion described later in this SLA(see Definitions & Exclusions for Repair Attributes)

The fault must exceed 8 working hours to be eligible for Service Credit

It is the Clear Code associated with the "Confirmed Clear Permanent" that determines the inclusion or exclusion of the fault ticket when calculating Service Credit on individual faults and for measuring Service 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 and notification of same to the customer. This parked time will be removed from the out of service time used in calculating service availability.

[A circuit can only be subject to one Service Credit in a Measurement Period i.e. a circuit subject for a Service Credit 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.

2.7 SLA Service Credits for Non-Compliance

The SLA credit scheme for non-compliance is made up of process and delivery credits for service provision. These are detailed in the following two sub paragraphs. The Service credit regimes are subsequently detailed for repair services and service availability.

2.7.1 Service Provision: Process Service Credits

Service Provision Process service credits apply when conditions to predefined process points are not met in the specified time frame. The table below specifies the Service Credits relating to these processes.



SLA Delivery Process Attributes	Service	Individual Process Point Credit	Process Service Credit per order
Order Acknowledgement	Sub 2Mbit WLL	€100	€300
Order Validation, Order Forecast, Delivery Confirmation	Equal to or greater than 2Mbit WLL	€250	€750

Table 3: Service Provisioning Process Service Credits for Non-Compliance

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

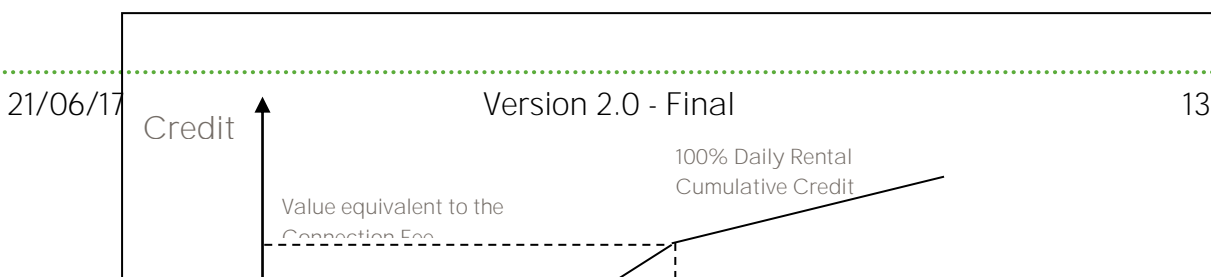
2.7.2 Service Provision: Delivery Service Credits

The following mechanism to calculate how open eir’s **Service Credits differs for** standard and non-standard orders.

Service Provision Service Credit Mechanism for a “standard” and “non-standard” provision.

The Service Provision Service Credit mechanism for standard and non-standard orders is made up out a linear repayment of the connection fee which takes place for the period between the due delivery date (DDD) and date A. (See Graphic 2 below). This **period is referred to as the “A” days.**

After repayment of the connection fee a further linear credit related to the rental per day is due. This credit is to the value x% of the payable rental per day, where x is 100%.



Standard and Non-Standard
Deliveries

Figure 2: Standard Delivery Provision Service Credit Mechanism

Note:

OR = Order Receipt

DDD = Due Delivery Date

The value for “A” days is set in the table below.

Service	Standard provisioning Time Scale	“A” days after delivery date (DD)
Sub 2MB WLL	22 Working Days	21 Working Days
Equal to or greater than 2 MB WLL	26 Working Days	22 Working Days

Table 4: Delivery Service Credit - "A" Days Summary

2.7.3 Repair services- Event Based

Service Credits will apply (as set in the table below) when open eir fail to achieve the Repair Time as set in the paragraph on repair parameters.



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		

Table 5: Summary of Event based parameters

-



2.8 Exemption for Service Credit

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 Forty (40) due date circuits during the period.

In the event that order volume for an individual Operator did not reach forty (40) 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 Operator reach the assessment threshold in the second quarter then payments for the previous quarter to the Operator will be adjusted accordingly.

The SLA exemption applies in the event that open eir is successful in delivering 97.5% of orders to an individual Operator within the SLA performance metrics. SLA exemption also applies to each individual process point metric where open eir achieves 97.5% adherence to the SLA performance metrics for each individual Operator. The exemption applies separately to each reporting period.

2.9 Reporting

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.

Table 6: Statistical Reporting

Appendix 1: Definitions & Exclusions WLL

General

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

1. 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 calculation of service credits

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 calculation of Service credits

2.2 Exclusions

The WLL 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 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
 - 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

✔ 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-operator premises, ie the B-end.

-
- ▶ Where it is mutually agreed between open eir and the operator 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 orders 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 WLL which are delivered over the same network plant or NTE, or specify that such interruption be scheduled for outside of working hours.

3 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 WLL 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 WLL 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 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.**

5 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 operator 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.

5.1 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.

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 operator 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 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 Pending 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



Appendix 2: Payment of Service Credits

Guidelines for Payment of Service Credits

Service credits will be automatically credited to the account associated with the relevant carrier service order.

open eir shall provide individual operators 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

In the event that the operator is of the opinion that a liability for Service Credits has been incorrectly calculated then a claim must be submitted in writing to:

The Service Credits Manager

open eir Wholesale.

HSQ

Dublin 8.

In the event 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.

Version Control History

Version	Status	Update	Effective Date
1.0		Final Version	1 st July 2010
1.1		Move to Event Based Assurance	2 nd July 2012
1.2		Move to Event Based Assurance	15 th August 2012
1.3		Move to Event Based Assurance	3 rd January 2013
1.3		Document rebranded from eircom to open eir	16 th September 2015
V4.0	Final	This document is based on V3.4b Implementation of Standardised Change Control.	21/06/2017