



Agreement
Between
Eircom Limited
And
XXXXXXX
For the provision of
Prioritised Repair Service



Version Control

Version	Status	Update	Effective Date
1.0			01/07/2015
V2.0	Final	This document is based on V1.0 Implementation of Standardised Change Control.	12/06/2017

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- Historical Document History Table located at end of Document.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.**



THIS Agreement is made on xxxx day of xxxxxx 200

Between

Eircom Limited, Registered as a Branch in Ireland Number 907674, Incorporated in Jersey Number 116389 and having its Branch Address at 2022 Bianconi Avenue | City West Business Campus | Dublin 24 | D24 HX03 , (hereinafter referred to as “open eir”)

And

xxxxxx, registered Ireland under company number xxxxxx and having its registered office at (hereinafter referred to as “the Operator” or “Operator”)

Together referred to as the “Parties” and individually as the “Party.”

1. Introduction

WHEREAS:

- (a) open eir has agreed to provide this commercial agreement to facilitate the prioritised repair of Single Billing through Wholesale Line Rental and Unbundled **Local Metallic Path services provided under open eir’s Reference Interconnect Offer (“RIO”) and/or Access Reference Offer (“ARO”), respectively.**
- (b) The Parties have agreed to enter into the commercial terms of this Agreement to govern the Prioritised Repair Services provided hereunder.

2. Definitions and Interpretations

2.1 In this Agreement, except if the context requires otherwise, words and expressions are as defined herein:

**“Prioritised
Repair
Services”**

means either or both Single Billing through Wholesale Line Rental and Unbundled Local Metallic Path services. Single Billing through **Wholesale Line Rental is available through open eir’s Reference Interconnect Offer** and subject to the terms and conditions of the Interconnect Agreement signed between the parties. Unbundled Local Metallic Path is available through **open eir’s Access Reference Offer** and is subject to the terms and conditions of the Access Agreement signed between the parties.

2.2 open eir shall provide Prioritised Repair Services for Single Billing through Wholesale Line Rental in accordance with the Prioritised Repair Service for **SB_WLR Product Description (“Prioritised Repair SB_WLR Product Description”)** and **Prioritised Repair for SB-WLR Process Manual (“Prioritised Repair SB-WLR IPM”)**. Open eir shall provide Prioritised Repair Services for Local Loop Unbundling Services in accordance with **Prioritised Repair for LLU Services Product Description (“Prioritised Repair LLU Product Description”)** and the **Prioritised Repair for LLU Services Process Manual (Prioritised Repair LLU Process Manual”)**. The controlling document is the latest version of the above titled document(s) published on open eir’s website.

2.3 The published version(s) of the Prioritised Repair SB-WLR Product Description and/or Prioritised Repair LLU Product Description sets out the contractually binding service agreed between the Parties.

2.4 In the event of any conflict between this **Prioritised Repair Agreement (“Agreement”)** and the Interconnect Agreement and/or Access, this Agreement shall take precedence. Otherwise, the Interconnect Agreement shall be binding upon SBWLR and/or the Access **Agreement shall be binding upon Unbundled Local Metallic Path (“ULMP”)**.

2.5 This Agreement supersedes and replaces the standard Service Level Agreement under the Interconnect Agreement for SB-WLR and the standard Service Level Agreement for ULMP under the Access Agreement. In the event of any conflict between this Prioritised Agreement and the standard service level agreements, this Prioritised Agreement shall govern.

3. Terms and Conditions of Migration Services

3.1. The Operator must have a valid, active Interconnect Agreement and/or Access Agreement in order to be eligible for the Prioritised Services.

3.2 The Operator shall be obliged to comply with its obligations in respect of the Prioritised Services.

3.3 Fault reporting and management shall be as set out in the Prioritised Repair SBWLR IPM and the Prioritised Repair LLU IPM.

3.4 The existence of this Agreement shall remain Confidential between the Parties.

4. Charges, Billing and Payment

4.1 The charges applicable to the Prioritised Services are set out in the Prioritised Repair SB-WLR Product Description and the Prioritised Repair LLU Product Description.

4.2. open eir will notify the Operator in writing at least twenty one days in advance of any price change. Changes to the prices will be effective through notification and will not be subject to the requirements of the Clause 7, Amendments, of this Agreement.

4.3 open eir will invoice the Operator for the Prioritised Services on the respective product invoice, e.g., charges for SB-WLR lines will appear on the SB-WLR interconnect invoice and charges for ULMP will appear on the Access Agreement invoice.

4.4 Payment due dates for Prioritised Services shall be in accordance with the terms and conditions of the Interconnect and Access Agreements respectively.

4.5 All disputes, including billing and payment disputes, shall be governed by the terms of the applicable product Agreement for the service.

5 Payment of Penalties

5.1 Any performance penalties payable under this agreement shall be paid as set out in the Prioritised Repair SB_WLR Product Description and the Prioritised Repair LLU Product Description

6 Term and Termination

6.1 This Agreement shall commence on the date hereof and shall remain in full force and effect unless terminated by either Party in line with the provisions of this Agreement.

6.2 In event that open eir withdraws the provision of Prioritised Repair Services as set out in this Agreement, open eir shall provide the Operator with thirty (30) days written notice of its intent to terminate this Agreement. In the event of such termination, the standard service level agreements for the respective service shall apply.

6.3 In the event that open eir terminates any of the required agreements that govern the services subject to Prioritised Repair Services, open eir shall be entitled to terminate this agreement forthwith in respect of that service. If the Operator continues to operate and open eir has not terminated the other agreement subject to Prioritised Repair Services, this Agreement shall remain in full force and effect in respect of that service.

6.4 Either Party may terminate this Agreement by providing a minimum of ninety (90) days written notice of its intent to the other Party.



7 Amendments

7.1 Amendments and supplements to this Agreement, excluding changes to the Prioritised Repair SB_WLR and Prioritised Repair LLU Product Descriptions and prices set out in Clause 4, shall in order for them to be valid, have been drawn up in writing, dated and signed by both Parties. Such amendments and supplements shall not affect the validity or enforceability of any of the provisions of this Agreement, which have not been so amended or supplemented.

8 Governing Law

8.1 The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish Courts.

Signed for and on behalf of xxxxx:
Name
Title
Date

Signed for and on behalf of open eir:
Name
Title
Date



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1.0			11/06/2012
1.0			01/07/2015
V2.0	Final	This document is based on V1.0 Implementation of Standardised Change Control.	12/06/2017