

# Service Description – Managed Call Logging



connectivity  voice  mobile  data centre  cloud  connectivity

**mtbusiness**



## **1. PRIORITY AND DEFINED TERMS**

The priority of this Managed Call Logging Services Description is provided in the General Terms and Conditions. Any capitalised terms utilised in this Managed Call Logging Services Description that are not defined in paragraph 10 below shall have the definitions provided in each Services Order Form and the General Terms and Conditions.

## **2. DURATION**

MT shall make the Managed Call Logging Services available to the Customer from the Service Commencement Date until the expiration of the Term, subject to the termination and suspension rights as set forth in the General Terms and Conditions.

## **3. MANAGED CALL LOGGING SERVICES**

- 3.1 Throughout the Term, MT shall make the Managed Call Logging Services available to the Customer with the reasonable skill and care of a competent provider of managed call logging services.
- 3.2 MT shall use its reasonable endeavours to provide the Managed Call Logging Services in accordance with the terms hereof.
- 3.3 MT does not warrant that its Managed Call Logging Services will be free from faults or that its service provision will be continuous.
- 3.4 Each MT Tracker supplied to the Customer as part of the Managed Call Logging Services or otherwise shall at all times remain the property of MT throughout and after the expiry of the Term.
- 3.5 MT shall review on a regular basis the number of ports on each Customer telephone exchange that are monitored by each Tracker and recommend to the Customer if the number of monitored ports should be amended.
- 3.6 If the Customer requires MT to make amendments to any element of the Services that MT, acting reasonably, deems to be material or that MT considers falls outside of the original scope of the Services, then such amendments shall not be implemented until the Parties have complied with the Change Management Procedure in relation thereto.

## **4. REPORTS**

- 4.1 MT shall prepare and email to the Customer Point of Contact:
  - (a) the Management Summary Report each month; and
  - (b) each of the Premium Service Reports that the Customer specifies on the Services Order Form.
- 4.2 If the Customer requires MT to prepare any ad-hoc reports, then the Customer shall request such reports by contacting the Business Helpdesk.

## **5. WEB REPORT GENERATOR**



- 5.1 The Managed Call Logging Service includes one Web Report Generator user ID (each a **WRG User ID**). If the Customer requires additional user access to the Web Report Generator, then this should be specified by the Customer on the Services Order Form or notified to MT in writing and MT shall provide the Customer with additional access to the Web Report Generator.
- 5.2 Each WRG User ID will enable the Customer to securely:
  - (a) access each of the Customer Reports over the Internet; and
  - (b) produce their own ad-hoc reports.
6. **MAINTENANCE**
- 6.1 MT shall be responsible for the maintenance of each MT Tracker that may be located on any Customer Site.
- 6.2 If a MT Tracker fails to poll as a result of:
  - (a) a failure of the MT Tracker itself; or
  - (b) a fault in its cabling; or
  - (c) any physical or logical disconnection of the MT Tracker at the Customer Site; or
  - (d) any 'lock-up' of any software on the MT Tracker,

then the Customer shall provide MT with assistance at each Customer Site to enable MT to carryout the diagnostic checks that MT may specify.

- 6.3 If any failure of a MT Tracker cannot be rectified remotely by MT, then MT will send one of its engineers to the Customer Site to resolve the fault or replace the faulty MT Tracker.
- 6.4 The Customer accepts and acknowledges that its exclusive remedies for any failure in the provision of the Services will be the re-delivery of such Services that were affected by such failure.
- 6.5 Technical Consultancy is not included in the scope of the Managed Call Logging Services.
- 6.6 Any request for what MT deems to be Technical Consultancy by the Customer will be charged at a minimum of sixty (60) minutes Technical Consultancy at MT's standard consultancy hourly rate as amended by MT from time-to-time.
- 6.7 MT shall obtain the Customer's written consent before providing Technical Consultancy to the Customer.
- 6.8 Once the Customer has confirmed in writing that it requires Technical Consultancy, MT shall provide Technical Consultancy to the Customer during normal working hours (as defined within the General Terms and Conditions). MT can also provide, at the Customer's request, Technical Consultancy out of normal working hours subject to the Customer providing MT with at least two Business Days' notice.



Longer notice may be required depending on the nature of work requested and the availability of the technical resource required.

6.9 For the purposes of this paragraph 6, **Technical Consultancy** means any technical consultancy services that MT provides to its customers from time to time in response to a Customer's request for assistance, in relation to such requests both Parties (acting reasonably) shall agree whether such a request can be addressed by means of MT's technical consultancy services or other third party services.

## 7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall provide MT with access to the technical environment and Customer support staff necessary to install and maintain each MT Tracker and to diagnose faults thereon.

7.2 The Customer shall:

- (a) provide a dedicated call logging port on each telephone exchange at each Customer Site;
- (b) a dedicated telephone or Internet connection and a 240V AC power supply within three metres of the location of each Tracker at each Customer Site;
- (c) appoint a Customer Point of Contact to whom MT shall direct all communication regarding the Managed Call Logging Services;
- (d) upon MT's request;
  - (i) power cycle each Tracker;
  - (ii) investigate any connection failures that any Tracker may be exhibiting;
  - (iii) investigate any power and cable connections to each Tracker.
- (e) provide MT with all relevant information that MT may need to deliver the Managed Call Logging Services, which shall include, but not be limited to:
  - (i) the name and address of each Customer Site;
  - (ii) contact names, e-mail addresses and telephone numbers of relevant individuals at each Customer Site;
  - (iii) the trunk listing for each Customer Site;
  - (iv) the extension listing for each Customer Site;
  - (v) relevant tariff information (where appropriate) for each Customer Site;
  - (vi) the hierarchical cost centre structure (where appropriate) for each Customer Site; and
  - (vii) reporting requirements for each Customer Site.

7.3 If any Tracker ceases to collect relevant information from the Customer's telephone exchange as a result of:



- (a) a loss of power to the Tracker;
- (b) the Tracker being disconnected from the Customer's telephone exchange;
- (c) the Customer's telephone exchange ceasing to output information or outputting information in a form that is not compatible with the Tracker,

then it shall be the responsibility of the Customer to resolve the situation such that the Tracker is able to collect relevant information from the relevant Customer's telephone exchange.

7.4 The Customer shall permit MT to access each Customer Site in order to gain access to each MT Tracker.

## **8. FEES**

8.1 In consideration of the Managed Call Logging Services being made available to the Customer by MT, the Customer shall pay to MT:

- (a) the Initial Fees;
- b) the Recurring Fees,

as provided in the Services Order Form from the Service Commencement Date in accordance with the terms of this Managed Call Logging Services Description and the General Terms and Conditions.

8.3 For the avoidance of doubt, MT reserves the right to make commercially reasonable adjustments to any of its Fees from time-to-time.

8.4 If the Customer's usage of the Services causes MT to incur additional fees that were not envisaged by the Parties or not included on any Services Order Form, then MT reserves the right to issue invoices to the Customer for the additional fees incurred by MT.

## **9. GENERAL**

9.1 The Customer shall be liable for all of the acts and omissions of any of all Customer Employees in relation to the Managed Call Logging Services Equipment and otherwise.

9.2 The Customer shall comply at all times with all applicable laws and regulations (including the Computer Misuse Act 1990), any applicable Government or regulatory authority laws relating to any Internet or other services provided by MT to its customers and any Applicable Data Protection Laws (as defined in the General Terms and Conditions) in effect from time to time.

9.3 MT shall ensure that the Managed Call Logging Services shall comply with all applicable laws and regulations, any applicable Government or regulatory authority laws that may be relevant to MT's provision of the Managed Call Logging Services.

9.4 MT is not in a position to assess any consequential loss which the Customer may suffer as a result of any failure of the Managed Call Logging Services as described within this Managed Call Logging Services Description, or any other default on the part of MT and it would be impractical and uneconomic for MT to insure against



such liability. Accordingly, the Parties agree that it shall be the responsibility of the Customer to accurately assess any consequential losses that it and/or its clients may suffer and to obtain and maintain adequate insurance in relation to such exposure.

9.5 MT shall be entitled at any time to make any emergency changes to the Managed Call Logging Services which are necessary to comply with any applicable safety, security or other statutory requirements, which do not materially affect the nature or quality of the Managed Call Logging Services. MT shall inform the Customer as soon as reasonably practicable thereafter of any such changes that have been made.

## 10. DEFINITION AND INTERPRETATION

10.1 In addition to defined terms provided each Services Order Form and the General Terms and Conditions or in any Schedules hereto, the terms and phrases provided below will have the meanings provided herein:

**Bespoke Tariff File** means the Customer's bespoke tariff file that is created and maintained by MT;

**Change Management Procedure** means the change management procedure provided as a Schedule to the General Terms and Conditions;

**Customer Point of Contact** means the point of contact as nominated by the Customer from time-to-time, which in the absence of any current nomination shall be the Customer's head of information technology or equivalent;

**Customer Reports** means the Management Summary Reports and the Premium Service Reports together and Customer Report means any one of them;

**Customer Site** means each Customer location in the Isle of Man at which there is located a telephone exchange that is to be subject to the Managed Call Logging Service;

**General Terms and Conditions** means MT's general terms and conditions, as may be amended from time to time, the latest version of which can be obtained at [www.manxtelecom.com](http://www.manxtelecom.com);

**Managed Call Logging Services** means the managed call logging services that the Customer requires MT to provide as detailed on the Services Order Form and herein;

**Managed Call Logging Services Description** this document;

**Management Summary Reports** means the management summary reports available from MT from time to time that are listed in Schedule One;

**Minimum Period** shall take the meaning provided in each Services Order Form;

**MT Tracker** means a Tracker that is supplied, maintained and supported and operated by MT under the Managed Call Logging Service;

**Parties** mean the Customer and MT together and **Party** shall mean either of them;



**Premium Service Reports** means the premium service reports available from MT from time to time that are listed in Schedule Two;

**Services Order Form** means the service order form entered into by the Parties, with reference number F9 SOF 07 Managed Call Logging Services;

**Standard Tariff File** means the standard tariff file that is created and maintained by MT which includes the from time-to-time call tariff details for BT, NTL, Telewest, Kingston, & Cable & Wireless, amongst others;

**Technical Consultancy** shall take the meaning provided in paragraph 6 above;

**Term** shall take the meaning provided in each Services Order Form;

**Tracker** means a piece of equipment that stores and forwards call data and/or alarm data that is generated by each Customer telephone exchange that is located at a Customer Site;

**Web Report Generator** shall take the meaning provided in paragraph 5 above; and

**WRG User ID** shall take the meaning provided in paragraph 5 above.



## Schedule One – Management Summary Report

The Management Summary Report combines the following reports into one document:

- Summary of calls - destination, including total calls, total costs and total duration;
- Top 10 dialled numbers - number of calls;
- Top 10 dialled numbers - total cost;
- Top 10 most expensive calls - cost;
- Top 10 most expensive extensions - cost;
- Top 10 extensions - duration;
- Response to incoming calls - answered, unanswered and ring time by hour;
- Daily busy hour traffic - busiest hour, Erlangs used and occupancy.





**Schedule Two – Premium Service Reports**

The Premium Service Reports include:

<b>Premium Service Reports</b>	<b>Detail</b>
Management summary by Customer department	Calls made and received by each dept. summarised by call type.
Management summary by Customer department and extension	As above but details are also given for the extensions that comprise each dept.
Management summary by Customer department usage	Cost of calls per call type for each dept.
Management summary by Customer department and extension usage	As above but detailed for each extension that comprises each dept.
Unused extensions	All the extensions not used within the reporting period
Response time reporting on incoming calls	
Summary extension response time	Summary of the response of all extensions to incoming calls
Detailed extension response time	Response of individual extensions & departments to incoming calls
Unanswered calls	Lists all calls not answered
Traffic by trunk line group	Summary of traffic carried by each trunk group
Traffic by trunk in Group and trunk line	Traffic carried by individual trunks in each trunk group



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