



DESCRIPTION OF SERVICE CARE LEVELS

1. INTERPRETATION & ADDITIONAL DEFINITIONS

1.1 Unless the context otherwise requires, terms and phrases defined in our Terms and Conditions and the Services Order Form and the Fees List will have the same meaning when used in this Description.

1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of our Terms & Conditions and the Services Order Form:

“Customer Service Guarantee” means that if a fault is not cleared within the specified time in any contracted Service Care Level, a customer may claim a Service Credit;

“Daily Rate” means the monetary figure calculated from a line, circuit or equipment rental which is eligible for a Service Credit;

“Service Care Level” means the level of fault repair provided by us as part of a product or subscribed to by you;

“Service Credit” means an amount we will credit the customer for each whole or part day we are late in repairing a Service Failure according to the Service Care Level for any given line, circuit or equipment;

“Service Failure” means a fault that results in complete failure of a service and does not apply to circumstances where customers have partial service, such as, but not limited to, lack of access to International call destinations;

“Standard Service Care Level” means the Service Care Level provided as default as part of a product rental;

2. PROVISION OF SERVICE CARE LEVELS

2.1 Where we provide telecommunication service, a number of Service Care Levels are available. Unless otherwise stated, we will include the Standard Service Care Level in the product rental. Not all Service Care Levels are available for all products.

2.2 When you contact us to report a Service Failure, we will respond in accordance with the appropriate Service Care Level associated with the reported circuit and/or equipment. You should provide us with a contact name(s) and telephone number(s) which will be your contact point throughout the response period to enable us to advise on the progress being made to clear the fault. We will provide advice by telephone including, where appropriate, tests and checks to be carried out by you and, where possible, carry out diagnostic checks from our premises. If this does not diagnose or clear the fault we will, if necessary, visit your premises.

2.3 Service Failures on your equipment which we are responsible for maintaining, will be corrected by repair or, at our option, by replacement in whole or in part; expended consumable items will be replaced and a charge will be made for the new items.

2.4 Where you request us to carry out work to remedy a Service Failure on equipment which we are responsible for maintaining, but no such fault is found to exist, you will be charged for the visit.

2.5 Our Price List which is available online at www.manxtelecom.com provides further information regarding the charges for Service Care Level associated with individual products, and out of hours engineering attendance rates which may be applicable from time to time.

Registered office: Isle of Man Business Park, Cooil Road, Braddan, Isle of Man, IM99 1HX
Registered in the Isle of Man no 5629V



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3. SERVICE CARE LEVELS

3.1 There are four Service Care Levels:

- **Service Care Level One (SCL1)**
Following a customer report, faults will be cleared within 6 hours. SCL1 operates on a 24 hours, 7 days a week, 365 days a year basis, and includes out of hours engineering attendance;
- **Service Care Level Two (SCL2)**
Following a customer report, faults will be cleared by 1700hrs on the next working day. SCL2 operates between the hours of 0800hrs and 1800hrs Monday to Saturday, including Isle of Man Public Holidays. Out of hours engineering attendance is available upon request and charged in accordance with our Fees List;
- **Service Care Level Three (SCL3)**
Following a customer report, faults will be cleared by 1700hrs two working days after the day reported. SCL3 operates between the hours of 0900hrs and 1700hrs Monday to Friday, excluding Isle of Man Public Holidays. Out of hours engineering attendance is available upon request and charged in accordance with our Fees List;
- **Service Care Level Four (SCL4)**
Following a customer report, faults will be cleared by 0000hrs five working days after the day reported. SCL4 operates between the hours of 0900hrs and 1700hrs Monday to Friday, excluding Isle of Man Public Holidays. Out of hours engineering attendance is not available.

3.2 If you elect for an engineering attendance appointment other than the one offered to you, the Customer Service Guarantee will not apply.

3.3 If our staff are available we may, at your request, continue to work on the fault outside stated Service Care Level hours without a break. We will make additional charges for the extra hours in accordance with our Fees List.

4. ELIGIBILITY

4.1 The table below provides details of the Service Care Levels available to individual products.

4.2 You may not take different Service Care Levels across primary and auxiliary PSTN line groups. Should you choose to take one of the Service Care Levels, other than the Standard Service Care Level, you must have the same Service Care Level across all of your PBX lines.



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Product	SCL1	SCL2	SCL3	SCL4
Low User Choice (PSTN)	n/a	n/a	n/a	Standard
Basic (PSTN)	Available	Available	Available	Standard
Weekends (PSTN)	Available	Available	Available	Standard
Weekends (SIP Trunk)	Available	Standard	n/a	n/a
Evenings & Weekends (PSTN)	Available	Available	Standard	n/a
Anytime (PSTN)	Available	Available	Standard	n/a
Anytime (SIP Trunk)	Available	Standard	n/a	n/a
Maintenance of PBX equipment	Available	Available	Available	n/a
Consumer Broadband over Copper	n/a	Available	n/a	Standard
Broadband Business Managed	n/a	Standard	n/a	n/a
Business Business Managed	n/a	Standard	n/a	n/a
Business Fibre Broadband Managed	n/a	Standard	n/a	n/a
Carrier Ethernet	Available	Standard	n/a	n/a
MPLS	Available	Standard	n/a	n/a
Megaline	Available	Standard	n/a	n/a

5. SERVICE LEVEL GUARANTEE

- 5.1 We aim to provide a continuous, high-quality service and will make every reasonable effort to meet contracted Service Care Levels.
- 5.2 Where we fail to meet a contracted Service Care Level you are entitled to claim for a Service Credit.
- 5.3 A Service Credit is the amount we will credit your account for each whole or part day we are late repairing a Service Failure for each line, circuit or equipment covered by a Service Care Level. The value of the Service Credit is calculated by the VAT exclusive monthly service rental for the affected line, circuit or equipment, multiplied by 12 and divided by 365 to arrive at the Daily Rate. The Daily Rate will be multiplied by the number of days that you are entitled to claim for.
- 5.4 Service Credit will only be based on the product(s) affected by a Service Failure. Any Service Credit will be applied as a rebate to your Manx Telecom account.

6. SERVICE CREDIT REVIEW

- 6.1 You should request each Service Credit in writing to us within thirty (30) days of the Service Failure, providing details of the line, circuit and/or equipment affected. We shall investigate your request and confirm in writing acceptance, or otherwise, of the Service Credit within thirty (30) days. The value of any accepted Service Credits shall be applied to your Manx Telecom account.
- 6.2 You shall not be entitled to a Service Credit if any of the following has occurred or has deemed to have occurred by us:
- 6.2.1 The Service Failure or failure to meet a specific Service Care Level was caused by the actions or omissions of you, your employees, agents or representatives;
 - 6.2.2 We temporarily suspended the delivery of any product because we reasonably believed it was necessary to do so for reasons of health and safety or the quality of any telecommunications services provided by us to you or other Manx Telecom customers;
 - 6.2.3 Planned outages or scheduled maintenance;



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- 6.2.4 Events outside of our control such as, but not limited to, cables damaged by lightning or third parties.

7. PROVISIONING

- 7.1 Where new circuits are provided the following standard timescales apply:

Product	Standard Delivery
Fixed Line	13 Working Days
Broadband over Copper	13 Working Days
On-Island Private Circuit	40 Working Days

Working days = Monday to Friday 08.00 – 17.00 excluding Public Holidays

- 7.2 Where new circuits are provided the following fast-track options may be available upon request. Our price list which is available online at www.manxtelecom.com provides further information regarding the charges for fast-track provisioning associated with individual products.

Product	Fast Track Delivery
Fixed Line	5 Working Days
Broadband over Copper	4 Working Days
On-Island Private Circuit	20 Working Days

Working days = Monday to Friday 08.00 – 17.00 excluding Public Holidays

- 7.3 Standard delivery timescales are for guidance only and cannot be guaranteed. Fast-track delivery is offered at our discretion and maybe withdrawn or suspended at any time.
- 7.4 If we fail to achieve the fast-track timescale you will be entitled to a refund of the fast-track additional fee. To obtain this you must submit a written request to our Customer Relations team within 30 days of the service being provided.