

Our promise to you

Service Level Agreement - 2021





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How we'll look after you

Thank you for your business. We'll never take it for granted. That's why we've put together this Service Level Agreement (SLA). It lets you know exactly what we promise to deliver as part of the Business Broadband Services you have ordered from us. This SLA forms part of the Agreement between you and us (as defined in our Standard Terms) so, naturally, we'll fulfil what's laid out here. When we've taken your order and finished planning, we'll give you a Customer Promise Date (CPD).

Gigaloch fibre for all is at the heart of what we do.



Getting you connected

- 1.1** We will deliver your Service on or before the Customer Committed Date (CCD). We'll confirm the CCD with you during delivery once the survey has been completed.
- 1.2** Where Excess Construction Charges (ECC) apply to your order, or where delivery is considered complex, we might not be able to provide a CDD. If this happens, a guideline Expected Completion Date (ECD) may be given. These scenarios are not covered in the terms of this Service Level Agreement.
- 1.3** We consider the Service delivered once the following parts of the Service have been supplied and allow you to use the Service:
 - (a) The Managed CPE including configuration.
- 1.4** If we don't meet the CCD for the Service, we'll give you On Time Delivery Service Credits by reducing your standard connection charge for the Service, depending on the number of working days beyond the CCD. This reduction will not apply to circuits that are connected to Gigaloch 1year free fibre deal until the expiration of the contract 1 year from date of circuit being made live. After which the following reductions shall take place.



Getting your service back up & running

- 1.5** If a problem arises and you can't use your broadband for cable services, we'll aim to restore your Service in line with the timeframe associated with your Business Broadband product, i.e. 12, 24, 44 or 48 hours.

Regardless of the Service you have from us, we'll always try to resolve your fault over the phone, and we are available 24 x 7 x 365 to speak to you. However, if we need to visit your premises to resolve the issue, site visits will take place. If we visit your premises on an agreed date and agreed time and are unable to gain access, we reserve the right to charge for any subsequent visit needed to resolve this fault.



Reporting a fault

- 1.6** You must comply with any fault reporting format as advised by us from time to time for the reporting of Faults. You can report a Fault 24x7x365 at which point it's recorded on our fault management system. For the avoidance of doubt, if there is a dispute on any Fault commencement or duration, the records of the fault management system at our Technical Support Centre shall be final. Any Faults or suspected Faults on our Services must be reported to our Technical Support Centre on 0800 046 7996. You shall identify to us the individuals who shall have authority to report Faults ("Authorised Individuals"). Any replacement Authorised Individuals shall be notified to us in writing and sent to Gigaloch, Suite E1, Riverview House, Friarton Road, Perth, PH2 8DF. If a problem isn't sorted within the times applicable to your Service, then we escalate it as you can see from the table below.

Internal Escalation	Escalation Level
Team Manager	Level 1
Fault Centre Manager	Level 2
Head of Business	Level 3



Exclusions (applicable to all services)

- 1.7** This SLA does not apply to non-standard solutions or customised services unless expressly agreed in writing. Unavailability of a Service because of any of the following events shall not count as Outage Time:
- an Excused Outage; or
 - a Planned Outage

We aim to restore your Service in line with the timeframe associated with your product. We don't count any of the following as being part of that timeframe:

- (a)** your failure or delay in providing the necessary co-operation required by us including, without limitation:
 - (i)** supply of the necessary information; or
 - (ii)** access to the relevant sites; or
 - (iii)** supply of the necessary power or facilities; or
- (b)** your relevant personnel cannot be contacted to assist us or to confirm the Service is restored;
 - (i)** a Planned Outage; or
 - (ii)** an Excused Outage.



Definition of terms

Except as otherwise defined in this SLA or unless the context otherwise requires, all defined terms in this SLA shall have the same meanings as in the Agreement.

Circuit means the physical connection over which the Service is provided.

Customer promise date means the agreed target date by which we aim to have completed installation of the Service as notified to you in writing.

Excused outage means any fault caused by:

- (a) your network or system, or any part of it; or
- (b) a fault in, or any problem associated with, equipment connected on your side of the Gigaloch network termination point; or
- (c) your acts or omissions; or
- (d) your breach of the agreement; or
- (e) your failure or delay in complying with our reasonable instructions; or
- (f) any refusal to allow us, our employees, agents or subcontractors to enter into the relevant premises to diagnose or remedy any fault; or



- (g) a force majeure event as set out in the agreement; or
- (h) a planned outage; or
- (i) an act or omission of any third party which is beyond our reasonable control which shall include, without limitation, a fibre cut.

For the avoidance of doubt, **you** and **your** shall include your employees, subcontractors, and agents.

Fault means a fault, outage, or Service downtime (other than a Planned Outage or an Excused Outage) resulting in a total loss of Service on a Circuit where it is not possible to transmit signals in one or both directions, which has been reported to us in accordance with standard fault reporting procedures.

Fault Report means the report of a Fault either by you or us that has been recorded on the call record at our Technical Support Centre in accordance with standard fault reporting procedures.

Outage Time means the sum total time of all Faults during the relevant 12-month period for a Circuit.

Planned Outage means any Service downtime:

- (i) scheduled by us to carry out any preventative maintenance or upgrades to the Service or our Communications Network; or



(ii) caused by any Services you request or authorise including without limitation, network redesign or reconfiguration.

Service means the service that we provide to you as set out in the Agreement.

Service Levels means the service levels set out in this SLA.

Working Days means Monday to Sunday including Bank and Public Holidays

Thanks for reading!

