

## Customer Service Guarantee

	PROVISION	REPAIR	SERVICE CLAIM
<b>Commitment</b>	eir will provide service within 10 " <b>Working Days</b> "* from the date the order is received by the company where the order is deemed " <b>Standard Provision</b> "** by the company.	2 Working Days from the date the fault was reported to eircom.	Failure to meet an appointment date or time (am/pm)
<b>Rebate for failure to meet the commitment</b>	Two months telephone exchange line rental credit.	Two months telephone exchange line rental credit.	One month's telephone exchange line rental credit
<b>Exclusions from the Customer Service Guarantee and any penalty payment</b>	<p>&gt; Where the order for provision is deemed by the company to be a "<b>Non-Standard Provision</b>" *** order.</p> <p>&gt; eir require a representative to be available to make an appointment and to be available at the premises for the installation of the service. If the customer is unavailable to make the appointment or for the telephone installation the order is excluded from the Customer Service Guarantee.</p> <p>&gt; eir require all elements of the customer premises/site to be ready for the installation of telephone service. If, for some reason, the customer or customer premises/site is not ready for service the order is excluded from the Customer Service Guarantee.</p>	<p>&gt; Extreme weather conditions (e.g. storm, lightning, flooding).</p> <p>&gt; Serious damage to telecommunications equipment caused by a third party.</p> <p>&gt; When a customer is unavailable to have their fault repaired in two working days.</p> <p>&gt; When the customer agrees to an appointment date in excess of two working days.</p> <p>&gt; If the fault is diagnosed as a non-fault (e.g. line working when tested, fault not in eircom's network).</p> <p>&gt; When the fault relates to a faulty telephone instrument either rented from eir or owned by the customer.</p> <p>&gt; Where a fault is caused by the internal wiring and/or telecommunications equipment within the customer premises or a third party's property.</p>	<p>&gt; If before the appointment time either party, giving at least one Working Day's notice seeks a new appointment date/time and the other party agrees to the amendment.</p> <p>&gt; If a rebate has already been made under the terms &amp; conditions of the Customer Service Guarantee for provision or repair in respect of the same incident.</p>

\* "**Working Day**" means 8.30 a.m. to 5.00 p.m. on Monday to Friday (excluding public holidays).

\*\* "**Standard Provision**" is where the order is for the provision of telephone service can be delivered using existing network elements.

\*\*\* "**Non-standard Provision**" is where the order requires network elements to be built in order to provide telephone service.

**Notes:**

- 1 Where a credit is due to a customer the appropriate amount will be deducted from the customers next telephone account.
- 2 The credit rebate must be claimed by the customer within three calendar months of the claim arising.
- 3 The customer service guarantee applies between the hours of 8.30am and 5pm on Monday to Friday (excluding public holidays).
- 4 For customers availing of the Business Line 8 Hour Repair, a repair commitment of 8 working hours applies and this replaces the repair parameter of 2 working days within the Customer Service Guarantee. All other commitments contained within the Customer Service Guarantee are applicable to customers availing of the Business Line 8 Hour Repair. Customers are entitled to claim a credit based on failure to meet the repair commitment on either the Customer Service Guarantee or the Business Line 8 Hour Repair, but not for both for in respect of a single fault.

## Customer Service Guarantee

### Provisioning of a new telephone exchange line

1. Under the terms of the Customer Service Guarantee, the company is committed to connecting a new telephone exchange line within 10 Working Days of the date of receipt by the company of the order from the customer. Subject to the Exclusions, set out below, if this deadline is not met, then the customer may claim a credit as specified in Customer Service Guarantee above. The credit will be deducted from the customer's next telephone bill.

2. **Exclusions:**

The Customer Service Guarantee applies to the connection of first telephone exchange lines only. The credit does not apply where the delay in connecting a telephone line is due to circumstances beyond the reasonable control of the company. This includes but is not limited to circumstances such as:

- (a) where an order for service is deemed to be a Non-Standard Order.
- A Standard Order is where the order for the provision of telephone service can be delivered using existing network elements.
  - A Non-Standard Order is where the order requires network elements to be built in order to provide telephone service.

- (b) extreme weather conditions e.g. storm, lightning, flooding or serious damage to telecommunications equipment caused by the customer or a third party.

- (c) eir requires either the customer or a representative to be at the premises for the installation of the service. Thus, an exclusion from the Customer Service Guarantee applies if:

eir is unable to make contact with the customer in order to agree an appointment for installation; **or** the customer or their representative is unavailable to attend at the installation, within the 10 Working-Day period.

- (d) eir requires all elements of the customer's premises/site to be ready for the installation of telephone service. Thus, if, for any reason, either the customer or customer's premises/site is not ready for service the order is excluded from the Customer Service Guarantee.

- (e) where the customer is unavailable to take service within 10 days of ordering the line.
- (f) where the customer requests connection of the telephone service and the company has grounds for believing that the customer would be unable or unwilling to pay the charges for connection or use of the service, or if the customer was disconnected for non-payment of a charge and the customer has not reached agreement for the payment of that charge.

### **Fault Repair Claim**

1. Under the terms of the Customer Service Guarantee, when a telephone exchange line fault occurs, the company is committed to rectifying it within two Working Days of notification of the fault to the company by the customer. (A Working Day means 8.30 a.m. to 5.00p.m. Monday to Friday excluding public holidays). If the company does not meet this deadline, the customer may claim a credit as specified in Customer Service Guarantee above. The credit will be deducted from the customer's next telephone bill.

2. **Exclusions:**

The credit does not apply where either the cause of the fault or the delay in its repair is due to circumstances outside the reasonable control of the company. This includes but is not limited to circumstances such as:

- (a) extreme weather conditions e.g. storm, lightning, flooding, serious damage to telecommunications equipment caused by the customer or a third party.
- (b) where the customer is unavailable to have their fault repaired within two working days.
- (c) where the company representative cannot gain access to the customer's premises.
- (d) when the customer agrees to an appointment date in excess of two working days.
- (e) where it is necessary to withdraw the services in order to maintain or upgrade a facility and the company has given reasonable notice and made reasonable arrangements to provide services in emergencies during the duration of the withdrawal.
- (f) where the customer does not have a direct retail contractual relationship with the company for the particular service.

- (g) where the customer accepts an offer of an interim service while waiting for permanent telephone service to be connected.
- (h) if the fault is diagnosed as a non-fault (e.g. line working when tested, fault not in eir's network).
- (i) when the fault relates to a faulty telephone instrument either rented from eir or owned by the customer.
- (j) where a fault is caused by the internal wiring and/or telecommunication equipment within the customer's premises or a third party's property.

**Service claim** (in relation to either provision or repair)

1. Under the terms of the Customer Service Guarantee if the company fails to meet an agreed appointment date or time relating to provision or repair of a telephone exchange line without giving reasonable notice to the customer the customer may claim a service credit as specified in Customer Service Guarantee above. An appointment time shall be construed as morning or afternoon. Reasonable notice shall be construed as one working day or such other time as may be agreed with the customer.

2. **Exclusions:**

The credit does not apply where the missed appointment is due to circumstances outside the reasonable control of the company. This includes but is not limited to circumstances such as:

- (a) if before the appointment time either party, giving at least one Working Day's notice, seeks a new appointment date/time and the other party agrees to the amendment.
- (b) where the missed appointment occurs over a period of connection or repair delay for which a customer service guarantee payment may be made.
- (c) where the non-compliance is due to inability to obtain access to land or facilities of a third party.
- (d) where the company representative cannot gain access to the customer's premises.
- (e) where extreme weather conditions prevail.

### **eir Business Line 8 Hour Repair Service**

eir Limited (hereinafter referred to as “eir”) hereby agrees to make available to the customer eir Business Line 8 Working Hour Repair Service for ISDN BRA and PSTN lines subject to the following Terms and Conditions:

#### Interpretation

1.1 **“Agreement”** means this agreement between eir and the customer for the provision of service(s)

**“Circuit”** a circuit is defined as up to two channels for ISDN BRA and a single channel PSTN Line

**“Downtime”** means the total time following the allocation of the unique fault report number (reference number), when the circuit is unavailable to the customer due to malfunction (excluding any ‘scheduled outages’.)

**“ISDN BRA”** means the eir Integrated Services Digital Network (ISDN) Basic Rate Access, 2 digital 64 k channels

**“PSTN”** means the eir Public Switched Telephone Network, 1 analogue channel.

**“Monthly charge”** means the charge payable each month by the customer to eir for the service(s)

**“Scheduled outages”** means any down time attributable to preventative or emergency maintenance such as software upgrades.

**“Trouble ticket”** means a record of the customers’ fault is inputted onto eir’s internal systems, which is a unique identifier.

1.2 This Agreement is subject to the provisions of the eir Price List as the same may be amended from time to time and to provisions of any other legislation or statutory instruments applicable thereto (altogether hereinafter referred to as the Agreement”). The eir Price List is available for review at [www.eir.ie/pricing](http://www.eir.ie/pricing).

(a) This agreement shall be Governed by and construed in accordance with Irish Law.

(b) The headings in this agreement are for convenience only and shall not effect its interpretation.

## 2 Customer Responsibilities

- (a) The customer shall inform eir of any internal Customer changes to its network which are likely to affect the performance of the eir supplied elements of the network and which may impact on eir's ability to comply with this agreement.
- (b) All faults shall be reported in accordance with the procedures set out in clause 5 hereof.

## 3 Charges

The customer agrees to pay in advance and on demand the monthly charge.

## 4 General

### 4.1 Fault Definition

A fault is the loss of the ability to make or receive calls on a PSTN or ISDN BRA line.

### 4.2 Fault Restoration Definition

A fault shall be deemed to have been restored when the fault condition is resolved and service restored to the customer, eir reserves the right to perform 'Temporary Patching' to restore service (e.g. Fibre/radio link re-route while repairs to a network fault are undertaken). Restoration may also mean that service is restored by means of diverse routing until the fault is fully cleared.

- 4.3 The period of non-availability will commence at the time when a fault is first reported to eir's telephone line Fault Handling System in accordance with the usual fault logging procedures in respect of telephone lines only. For the avoidance of doubt, a line fault reported to eir's broadband fault centre will not constitute a report for the purpose of credits under the eir Business Line 8 Hour Repair Service, until such time as the fault is confirmed to be a line fault, rather than a fault pertaining to the Broadband service. The period of non-availability shall end when the customer is advised by eir that the circuit is available, or from the time logged by eir on eir internal systems that the circuit is available. In the event of any dispute between the parties in respect of service availability or otherwise, eir reserves the sole right to determine the duration of the fault for the credit rebates payable.

4.4 The fault clock will be stopped if eir cannot gain access to the customer's premises or if the customer for some other reason cannot allow repairs to take place. eir reserve the right to implement schedule 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, eir shall give reasonable notice to the customer of such outages.

## 5 **Fault Reporting**

All faults shall be reported to the designated customer point of contact. A fault must have a reference number on the eir ticketing system in order for it to be eligible for a credit rebate. The customer shall not be entitled to backdate a fault report; a fault must be reported in real time. Rebates are payable only in respect of reported faults. The fault duration will commence from the time the trouble ticket issues.

## 6 **Exclusions**

6.1 The credit does not apply where either the cause of the fault or the delay in its repair is due to circumstances outside the reasonable control of the company. This includes but is not limited to circumstances such as:

- (a) extreme weather conditions e.g. storm, lightening, flooding.
- (b) Damage to telecommunications equipment caused by the customer or a third party.
- (c) where the customer is unavailable to have their fault repaired within one working day.
- (d) where the company representative can not gain access to the customer's premises.
- (e) when the customer agrees to an appointment date in excess of one working day.
- (f) where it is necessary to withdraw the services in order to maintain or upgrade a facility and the company has given reasonable notice and made reasonable arrangements to provide services in emergencies during the duration of the withdrawal.
- (g) where the customer does not have a direct retail contractual relationship with the company for the particular service.
- (h) where the customer accepts an offer of an interim service while waiting for permanent telephone service to be connected.

- (i) if the fault is diagnosed as a non-fault (e.g. line working when tested, fault not in eir's network, fault with services on the line .i.e. EPS or SMS).
  - (j) when the fault relates to a faulty telephone instrument either rented from eir or owned by the customer.
  - (k) where a replacement rented telephone instrument is despatched by post.
  - (l) where a fault is caused by the internal wiring and/or telecommunication equipment within the customer's premises or a third party's property.
  - (m) Where broadband is on the line and the fault is first logged with eir. The one working day will only apply once the line is logged as a line fault and broadband has been ruled out.
  - (n) Where a line is provided via FCS (Fixed Cellular Service)
- 6.2 Credits payable under the eir Customer Charter do not apply where a customer claims credit payments under the eir Business Line 8 Hour Repair Service.

## **7 Force Majeure**

Neither party to the Agreement shall be liable for any failure to perform its obligations hereunder where such failure is due to acts beyond its reasonable control including but not limited to Act of God, insurrection of civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority, fire flood, lightning, explosion, subsidence, weather of exceptional severity, industrial dispute of any kind, acts or omission of persons or bodies for whom the party affected thereby is not responsible or acts of local or central government or other competent authorities (Force Majeure)

## **8 Credit Rebates:**

When an eir Business Line 8 Hour Repair telephone exchange line fault occurs, the company is committed to rectifying it within 8 Working Hours of notification of the fault to the company by the customer. (A Working Day means 8.30 a.m. to 5.00p.m. Monday to Friday excluding public holidays). If the company does not meet this deadline, the customer may claim a credit as specified in above in this eir Price List. The credit will be deducted from the customer's next telephone bill.

Credit Rebates are allowed only on actual failure to repair an eir Business Line 8 Hour Repair service within the time frame specified.

The credit rebate must be claimed by the customer within three calendar months of the claim arising.