



# Service Level Agreement

Business Broadband Services

*Rev 2 – June 2016*



## About Spectrum Internet

Spectrum Internet is an expert in providing superfast and ultrafast internet services. We literally go the extra metres, installing our own infrastructure and trialling new methods of delivering connectivity to bring speeds up to date for businesses and communities across Wales and the South West of England.

As a leading independent Internet Service Provider that transforms how people connect, communicate and collaborate, we continuously work hard to build and maintain a reputation for creating innovative solutions without compromising on service. This has been recognised in the industry through numerous prestigious awards.



## Service Level Agreement

### 1 Service Description

#### 1.1 Service Outline

This Service Level Agreement applies to the Spectrum Internet Ltd business broadband connectivity services listed below. These services may be provided over a range of media and with varying equipment as detailed in the individual Service Descriptions.

#### 1.2 Services

This SLA applies to the following business broadband service families:

- Spectrum Connect Broadband Services (Multi-Tenant)
- Spectrum Fibre Broadband Services (FTTC/FTTP excluding Wholesale)
- Spectrum Wireless Broadband Services

To confirm that this SLA applies to a specific service please refer to the detailed Service Description for that service. This SLA will be referred to as the Spectrum Business Broadband SLA.

#### 1.3 Scope

- 1.3.1 The Service Levels set out in this document are targets only and Spectrum Internet has no liability for a failure to meet them beyond the remedies detailed in the relevant Service Terms and Conditions.
- 1.3.2 If Spectrum Internet Ltd should fail to meet the targets described in these Service Levels the customer will be entitled to the compensation as set out below. Such compensation shall be the sole and exclusive remedy for Spectrum Internet Ltd's failure to meet those service levels for which service credits apply.
- 1.3.3 All Service Levels described below are subject to the exclusions detailed in Section 6 of this agreement.
- 1.3.4 These Service Levels are subject to modification from time-to-time and the latest version is available from our website at [www.spectruminternet.com](http://www.spectruminternet.com).

### 2 Operational Hours

Provisioning / installation is based on standard working hours of 08:00 – 18:00 Mon-Fri excluding Public Holidays. Availability is based on 24 / 7 clock subject to planned maintenance.

### 3 Performance

#### 3.1 Provisioning / Installation

Throughout the installation process Spectrum Internet Ltd commits to keeping the customer up to date with progress. This is achieved through a series of fixed communications at specified points in the customer journey, as well as periodic updates in event of delays or other issues.

- 3.1.1 Spectrum Internet Ltd will aim to meet the following commitments on notification:

- (a) Within 1 business day of receiving the completed order, confirm order receipt and allocate a unique order reference number
- (b) Provide regular updates on order progress until such time as a confirmed installation date is available. This would typically be no less frequent than every 3 business days.
- (c) If delivery is in delay, notifications will typically be provided at least every 5 business days.

## 3.2 Service Availability

3.2.1 Spectrum Internet Ltd will ensure of 99% availability of the service, subject to the terms of this Agreement.

3.2.2 Service Availability is based on the following criteria:

- (a) Circuit Availability – connectivity between the Customer Premises Equipment (CPE) and Spectrum Internet Ltd Core Point of Presence (PoP)
- (b) Internet Availability – connectivity between the Spectrum Internet Ltd Core Pop and The Core Networks of Spectrum Internet Ltd's upstream providers
- (c) The available throughput (download) to the customer will never drop below a minimum of 50% of the of the service connection speed for a continuous period of more than 8 hours. For services with variable connection speeds this speed is determined at service handover. Such services include services based on xDSL or Wireless technologies.

Other issues such as high latency, intermittent packet loss, or jitter are not covered by this SLA and are handled on a best efforts basis.

## 3.3 Fault Resolution

3.3.1 All correctly reported faults will be responded to within 2 business hours by a Spectrum Internet engineer.

3.3.2 A service will be considered faulty once Spectrum Internet have completed diagnostics and a fault has been verified.

3.3.3 Once verified, Spectrum Internet Ltd commit to resolving SLA faults, as defined in 3.2 above, within a further 12 working hours.

3.3.4 Time calculations for a faulty service (the Outage Period) begin once a service has been confirmed as faulty. The total Outage Period for the service is calculated by the time between a fault being verified and the service being restored, minus:

- (a) any time where the issue is with the customer, e.g. awaiting customer response or awaiting customer diagnostic activity
- (b) any time awaiting access to the customer premises
- (c) any delays caused by third parties, outside of the control of Spectrum Internet Ltd.

## 4 Service Operation

### 4.1 Incident Reporting

- 4.1.1 Faults may be reported during standard business hours (08:00–18:00, Mon-Fri). Customers should raise all faults either by telephone to 029 200 22 345 or via email to support@spectruminternet.com.
- 4.1.2 The Spectrum Internet Support services team have a specific SLA in place for general helpdesk services. Please refer to Spectrum Internet Support Services SLA.

### 4.2 Configuration / Change Management

- 4.2.1 Configuration management is based on standard working hours of 08:00 – 18:00 Mon-Fri excluding Public Holidays.
- 4.2.2 All requests for changes to the service configuration should be made in the first instance to the Spectrum Internet Ltd Support Services Team by either telephone to 029 200 22 345 or by email to support@spectruminternet.com. This will raise a unique Request Number. Following this Spectrum Internet Ltd will use best endeavours to process the Request without undue delay.
- 4.2.3 The Spectrum Internet Ltd Support services team have a specific SLA in place for helpdesk services. Please refer to Spectrum Internet Ltd Support Services SLA. In addition to this SLA, the following are indicative lead times for configuration changes:

Modifications to Reverse DNS Zone (Static IP Only)	2 Business Days
Requests for additional IP address allocation (Subject to approval and additional charges)	5 Business Days

### 4.3 Planned Maintenance

- 4.3.1 Planned Maintenance refers to planned engineering works / network modifications carried out within Spectrum Internet Ltd's control.
- 4.3.2 Spectrum Internet Ltd will endeavour to provide a minimum of 3 days' notice of Planned Maintenance which may impact on the availability or the quality of the service.
- 4.3.3 Notification will be made to the primary contact for the client as advised on the service order or as subsequently updated by the client. Notification will be via email.
- 4.3.4 The above commitment notwithstanding, Spectrum Internet Ltd reserve the right to carry out emergency maintenance at any time where it is necessary to maintain the integrity or security of the network. Spectrum Internet Ltd will endeavour to provide as much notification of such emergency maintenance as possible.
- 4.3.5 Spectrum Internet Ltd will endeavour to ensure that all planned maintenance is carried out within the preferred hours of 00:00-06:00 and where possible at a weekend.

### 4.4 Escalation

- 4.4.1 If the client feels that Spectrum Internet Ltd are not living up to the commitments in this SLA, the following escalation path should be followed:

<b>Business as Usual (BAU)</b>	Support Services Team	support@spectruminternet.com
<b>1st Escalation</b>	Help Desk Manager	HDM@spectruminternet.com
<b>2nd Escalation</b>	Operations Manager	OM@spectruminternet.com
<b>3rd Escalation</b>	Operations Director	OD@spectruminternet.com
<b>4th Escalation</b>	Managing Director	MD@spectruminternet.com

## 5 Compensation

### 5.1 Service Charge Credits

- 5.1.1 Subject to the exclusions in Section 6 below, should Spectrum Internet Ltd fail to meet the service levels as set out in sections 3.2.2 and 3.3.3 above then the customer will receive £25 credit against the service charge, for each month in which service levels were not met.
- 5.1.2 All service charge credits will be raised in respect of the service charge for the affected product or service.
- 5.1.3 Claims for Service Charge Credits must be made within 30 days of the fault occurring, and should be accompanied by a valid fault reference number. All claims must be raised in the first instance to our customer services department:  
customer.services@spectruminternet.com; Tel: 029 200 22 345
- 5.1.4 Only one claim may be made in respect of any single fault reference
- 5.1.5 Total Service Charge Credits claimed in any month shall not in any circumstances exceed the total monthly service charge for the affected service.

### 5.2 Method of Compensation

- 5.2.1 Compensation payable under the terms of this SLA will be allowed only if the client notifies Spectrum Internet Ltd as detailed above.
- 5.2.2 Subject to the exclusions detailed in section 6 below, Service Charge Credits will be made against the next invoice following confirmation of the acceptance of a claim as defined in 5.1 above.

## 6 Exclusions

### 6.1 Matters Beyond Our Reasonable Control (MBORC)

- 6.1.1 This Service Level Agreement and corresponding compensation will not apply where:
- (a) through no fault of its own, Spectrum Internet Ltd is unable to gain the necessary permissions or consents required in connection with a particular Service Level;
  - (b) failure is due to Force Majeure
  - (c) failure is due to a planned or Emergency service interruption as detailed in section 4.3 above
  - (d) failure is due to theft or vandalism to Spectrum Internet Ltd infrastructure

## 6.2 Client Responsibilities / Actions

6.2.1 This Service Level Agreement and corresponding compensation will not apply where:

- (a) the fault or failure is not notified in accordance with Section 4.1 above
- (b) the failure is due to inaccurate information provided by the client in the ordering process
- (c) the failure is due to the clients own network equipment or environment
- (d) the client has failed to implement any reasonable and clear instructions issued by Spectrum Internet Ltd in relation to the service
- (e) through no fault of its own Spectrum Internet Ltd has been unable to carry out necessary work at, or gain access to the client site
- (f) the client fails to agree an appointment date
- (g) the client is in breach of any part of the contract for services, including the terms and conditions for payment of invoices, or the service has been suspended by Spectrum Internet Ltd in accordance with the contract conditions

6.2.2 Where, in any particular instance, the Customer and Spectrum Internet Ltd agree a different timescale for the performance of a Service Level as described in this agreement, that Service Level and any associated compensation will not apply in relation to that instance only.



Spectrum Internet Ltd

[spectruminternet.com](https://www.spectruminternet.com)

 @SpectrumISP

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