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eircom **business line 8 hour repair**

Terms & Conditions

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

Definitions

1. **“Agreement”** means this agreement between eircom 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 eircom Integrated Services Digital Network (ISDN) Basic Rate Access, 2 digital 64 k channels

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

“Monthly charge” means the charge payable each month by the customer to eircom 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 eircoms internal systems, which is a unique identifier.

- 1.1 This Agreement is subject to the provisions of the Telecommunications Scheme 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 regulations”). The Telecommunications Scheme is available for review at www.eircom.ie/pricing.
- 1.2 This agreement shall be Governed by and construed in accordance with Irish Law.
- 1.3 The headings in this agreement are for convenience only and shall not effect its interpretation.

2. Customer Responsibilities

- 2.1 The customer shall inform eircom of any internal Customer changes to its network which are likely to affect the performance of the eircom supplied elements of the network and which may impact on eircoms ability to comply with this agreement.
- 2.2 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, eircom 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 eircom'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 eircom's broadband fault centre will not constitute a report for the purpose of credits under the eircom 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 eircom that the circuit is available, or from the time logged by eircom on eircom internal systems that the circuit is available. In the event of any dispute between the parties in respect of service availability or otherwise, eircom 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 eircom cannot gain access to the customers premises or if the customer for some other reason cannot allow repairs to take place. eircom 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, eircom 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 eircom 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 customers 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 eircom'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 eircom 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 eircomnet. 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 eircom Customer Charter do not apply where a customer claims credit payments under the eircom 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, lightening, 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 eircom 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 **Part 15 of Section 1 of this Scheme**. The credit will be deducted from the customer's next telephone bill.

Credit Rebates are allowed only on actual failure to repair an eircom **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.