



Enable Networks UFB Services Agreement
Service Level Terms for Bitstream Services v2

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1 INTERPRETATION

1.1 References to clauses or sections are references to clauses or sections in these Service Level Terms unless expressly provided otherwise. The definitions set out in the General Terms and the Operations Manual apply to these Service Level Terms unless expressly provided otherwise.

1.2 References to the Operations Manual are references to the operations manual for the Bitstream Services.

1.3 Definitions

In these Service Level Terms, in addition to the definitions set out in the General Terms and the Operations Manual:

Consecutive Business Hours means a number of consecutive hours (including fractions of hours) within Business Hours (where the first Consecutive Business Hour in a Business Day is consecutive to the last Consecutive Business Hour in the preceding Business Day);

Core Service Level means a Service Level included in Appendix 1 of these Service Level Terms;

Core Service Level Default means a failure by the LFC to meet a Core Service Level;

Core Service Rebate means the payment to be made by the LFC to a Service Provider for a Core Service Level Default, calculated in accordance with these Service Level Terms;

Fibre Scope Visit means the visit to the Premises or NBAP to determine how the fibre lead-in and/or internal fibre connection will be completed.

“**hour**” without further definition refers to an ordinary clock hour (i.e. any hour);

Service Level Commencement Date means the date 1 November 2019 or such later date as advised by the LFC; and

Service Level Default means a failure by the LFC to meet either a Core Service Level.

2 SCOPE

2.1 These Service Level Terms:

(a) set out the quality and performance of the Core Service Level of the LFC to the Service Provider for the delivery of the Bitstream Services; and

(b) provide for a rebate mechanism where the LFC fails to meet its Core Service Levels.

2.2 These Service Level Terms may be changed in accordance with the change mechanism set out in the General Terms.

3 SERVICE LEVELS

3.1 The LFC will meet or exceed the Core Service Levels in accordance with these Service Level Terms.

- 3.2 The Service Levels will apply from the Service Level Commencement Date.
- 3.3 The LFC must begin measuring and reporting its performance against the Service Levels from the Service Level Commencement Date.
- 3.4 If the Service Provider updates or changes a Service Request as per the Operations Manual, the Service Levels applicable to that Service Request (as updated or changed) will be measured from the date that update or change was accepted by the LFC.

4 EXTENSIONS AND EXCLUSIONS

- 4.1 The Service Levels will not apply or, as applicable, Core Service Rebates will not be payable, where expressly stated in the General Terms or these Service Level Terms. Further extensions, limitations or exclusions to the LFC's liability in respect of specific Service Levels are set out in Appendix 1.
- 4.2 The Service Levels and Core Service Rebates set out in these Service Level Terms will be applied in accordance with the provisions of the Operations Manual.
- 4.3 Where the LFC makes a decision that a Service Level Default has not occurred because one or more of the extensions, limitations or exclusions apply, the details are to be recorded and reported in the LFC's monthly performance report provided in accordance with clause 6.

5 SERVICE PROVIDER FORECASTS

- 5.1 The Service Provider will provide Forecasts to the LFC in accordance with the Operations Manual. The consequences of the Service Provider failing to provide a Forecast or failing to provide an accurate Forecast are set out in the Operations Manual.

6 REPORTING ON SERVICE LEVELS

- 6.1 The LFC will provide the Service Provider with a performance report each month reporting its performance against the Core Service Levels, beginning with a report on the first full month in which these Service Level Terms apply. The report will clearly identify whether the Service Levels are being met. The report will be delivered or made available to the Service Provider within 10 Business Days after the end of each relevant calendar month in electronic format. The report will detail the LFC's performance against each of the Service Levels over the preceding month.
- 6.2 Reporting against Ancillary Service Levels will be provided on written request and in response to specific concerns raised by the Service Provider. The LFC will provide the Service Provider with a report on Ancillary Service Levels within 20 Business Days after the month in which the written request was received by the LFC.

7 REPORTING ON SERVICE LEVEL DEFAULTS

- 7.1 In the event of any Service Level Default, the LFC will detail in its report to the Service Provider under clause 6.1 the cause of and procedure for correcting such Service Level Default, and will provide updates on the steps taken by the LFC to remedy any on-going Service Level Default until such Service Level Default is remedied.

- 7.2 If the Service Provider reasonably believes that the LFC has not reported on performance against Service Levels in a manner that clearly identifies whether the Services Levels are being met:
- (a) the Service Provider will notify the LFC; and
 - (b) if acting reasonably the LFC agrees that there is a reporting failure, remedy the failure promptly, but in any event within ten Business Days following the Service Provider's notice, by providing a new report for the same period.

8 CORE SERVICE REBATES

- 8.1 Subject to clause 4, in the event of a Core Service Level Default, the Service Provider will receive a Core Service Rebate from the LFC in accordance with clause 6.5 of the General Terms. The Core Service Rebate will be that set out in Appendix 2.
- 8.2 Following the Service Level Commencement Date, the LFC will be liable to pay Core Service Rebates for a failure to meet the Service Levels set out in Appendix 1 of these Service Level Terms.
- 8.3 Core Service Rebates reflect the reduced value of the relevant part of the Wholesale Services affected by the Core Service Level Default during the relevant period and are neither liquidated damages nor the Service Provider's sole and exclusive remedy in respect of the Core Service Level Defaults or the consequences of such defaults.

9 RECONCILIATION OF CORE SERVICE REBATES

- 9.1 Within 10 Business Days after the end of each calendar month (the **Relevant Month**), the LFC will provide a summary report to the Service Provider that will detail the total amount of Core Service Rebates imposed for Core Service Level Defaults in accordance with clause 8.1 during the Relevant Month, detailed by Core Service Level and the relevant Service Request(s).

10 END USER NO-SHOW OFFSET

- 10.1 If:
- (a) the End User is not available at the agreed location (e.g. Premises, End User Tenancy) and/or on the date and/or time agreed with the LFC (or their agent); and
 - (b) the LFC is unable to undertake the intended works (e.g. scoping visit, service activation) (**End User No-Show**).

the LFC will, subject to the provisions of this clause 10, apply a service rebate offset to the value of one month's rental fee for the Wholesale Service (specified in the order) (**End User No-Show Offset**).

- 10.2 For the first 12 months from the Service Level Commencement Date, the LFC will deduct 20% from the End User No-Show Offset associated with Residential orders only (**Adjusted End User No-Show Offset**). 12 months from the Service Level Commencement Date (i.e. from month 13 onwards) the 20% deduction shall reduce to 10%.

- 10.3 Each month prior to paying any Core Service Rebates to the Service Provider the LFC will deduct the Adjusted End User No-Show Offset from the total Core Service Rebate (**Adjusted Core Service Rebate**).
- 10.4 If the Adjusted Core Service Rebate is:
- (a) greater than \$0, then the Adjusted Core Service Rebate will be the Core Service Rebate payable for that month;
 - (b) less than \$0, then the negative Adjusted Core Service Rebate will be carried forward for up to a period of 3 months and may be used to offset any Adjusted Core Service Rebate owing in any month during this 3 month period. After the 3 month period, any negative Adjusted Core Service Rebate will expire. The Service Provider and LFC will work together during this time on a remedial plan to reduce customer no-shows.
- 10.5 The LFC will report on End User No-Shows and End User No-Show Offsets in accordance with the timelines stipulated in clause **Error! Reference source not found.**
- 10.6 Prior to applying any End User No-Show Offset, the LFC will provide sufficient evidence (if requested by the Service Provider) for the Service Provider to verify such End-User No Show.
- 10.7 The LFC's process for managing and recording End User No-Shows will be available on request.

11 **RETAIL SERVICE QUALITY CODES**

- 11.1 The proposed changes to the Telecommunications Act 2001 include:
- (a) a role for the Commerce Commission in reviewing industry retail service quality codes (**Industry Code**) and making recommendations to the Telecommunication Forum (TCF) in relation to an Industry Code.
 - (b) an ability for the Commerce Commission to issue its own retail service quality code (**Regulated Code**) if it believes that the Industry Code does not achieve the purpose of improving retail service quality for End Users.
- 11.2 The LFC agrees to engage in good faith with the Service Provider and other service providers to review the Service Levels in the context of any Commerce Commission recommendations in relation to an Industry Code and any Service Providers' obligations under a Regulated Code, with any resulting changes agreed to the Service Level Terms to be implemented in accordance with any recommendations or otherwise as soon as is reasonably practicable.

APPENDIX 1: CORE SERVICE LEVELS

1 LAYER 1 ACCESS PROVISIONING SERVICE LEVELS

1.1 The Service Levels set out in this clause 1 do not apply to Premises which are not Passed by Communal Infrastructure.

1.2 For the avoidance of doubt, the Service Levels set out in this clause 1 apply to the Bitstream Services (in respect of the layer 1 fibre services that support the Bitstream Services) in addition to the other Service Levels in this Appendix.

1.3 Appointment Commitment Service Levels:

(a) Scoping Appointment:

Each scoping visit must be completed on the date of the appointment agreed with the Service Provider or the relevant End User or the MDU owner (or their agent) (as applicable).

(b) Installation Appointment:

Each installation of a Connection (including the provisioning of any Layer 2 service) must be completed on the date agreed with the Service Provider or the relevant End User (as applicable).

(c) Subject to clause 1.3 (d) below, if the LFC, or its agents, reschedule a Scoping or Installation Appointment then this will be a Core Service Level Default and the applicable Core Service Rebate set out in Appendix 2 will apply.

(d) If the first Fibre Scope Visit reveals unanticipated complexities in an installation such as additional consents required, tree-trimming, traffic management or other unique features of the installation for which it is reasonable, as determined by the LFC in its sole discretion, that the LFC requires more time (having regard to the LFC's obligation to use Best Industry Practice) then the LFC may reschedule the installation date once, provided the reschedule request is made within 72 hours of the first Fibre Scope Visit. The LFC shall not be liable for a Core Service Rebate in respect of any such reschedule, however the subsequent rescheduled time shall be considered applicable when assessing whether the LFC has otherwise met any relevant unrelieved Service Level.

1.4 Median Cycle Time Service Levels and Jeopardy Management: In this clause 1.4:

(a) **Order Date** means the date on which the LFC has received a properly completed Service Request from the Service Provider.

(b) **New Build Order** means a properly completed Service Request from the Service Provider to provision a Connection to a Premises, End User Tenancy or NBAP that has not previously been connected.

(c) **Simple Order** means a New Build Order that:

(i) does not require consent, design and/or a quote to proceed; and

- (ii) does not require the service to be delivered to a NBAP; and
 - (iii) does not require the provision of diversity; and
 - (iv) is not part of a Bulk Service Request; and
 - (A) the Premises being connected is a Residential or Business SDU; or
 - (B) is a subsequent order to a Premises located on a ROW that has the Communal Infrastructure fully installed within the ROW; or
 - (C) is a subsequent order to an End User Tenancy within an MDU that has the horizontal reticulation fully installed within the MDU.
- (d) **Complex Order** means a New Build Order and:
- (i) requires consent, design and/or a quote to proceed; and/or
 - (ii) requires the service to be delivered to a NBAP; and/or;
 - (iii) requires the provision of diversity; and/or
 - (iv) is part of a Bulk Service Request; and
 - (A) the Premises being connected is not a Residential or Business SDU (e.g. MDU, ROW, University Campus, Mall); or
 - (B) is the first order to a Premises located on a ROW that does not have the Communal Infrastructure fully installed within the ROW; or
 - (C) is the first order to an End User Tenancy within a MDU that does not have the horizontal reticulation fully installed within the MDU.
- (e) **Jeopardy Management** means the LFC will determine and publish the critical path for applicable Simple Orders and Complex Orders that records individual milestones required to achieve connection of those orders. Each order and associated milestones will be tracked and managed at regular operational meetings between the LFC and its field services partners and may include if requested engagement of the Service Provider.
- (f) The LFC will target that the median time between the Order Date and completion of the installation agreed with the Service Provider, is no greater than:
- (i) 20 days for Simple Orders; and
 - (ii) 50 days for Complex Orders.
- (g) Orders where there is an existing intact Connection to the Premises will not be considered in calculating the medians in clause 1.4(f).
- (h) The LFC will report on clause 1.4(f) in accordance with the timelines stipulated in clause 6.1.

- (i) The targets set out in clause 1.4(f) are based on a Service Provider's aggregated Connections volume being no more than 10% above the actual or deemed Forecast Report as determined in the Operations Manual.
- (j) During any period of increased cycle time the LFC will consult in good faith with all Service Providers to determine whether a new cycle time regime is required and what other actions can be taken to get cycle times back below the medians set out in clause 1.4(f).
- (k) For all orders received from the Commencement Date onwards, Simple Orders not completed within 40 days of the Order Date and Complex Orders not completed within 75 days of the Order Date will be subject to Jeopardy Management, except where the Service Provider or End User has requested installation at a date later than 40 days for Simple Orders and 75 days for Complex Orders.
- (l) If the LFC does not achieve the targets in clause 1.4(f) (as amended under clause 1.4(k)), for two consecutive months the Service Provider can request a cycle time management plan detailing specific actions the LFC will take which may include utilising "flying squad" field resource to cover temporary peaks, redeploying field service resource from other work types, and shifting field service resource from low demand areas to high demand areas.
- (m) If the LFC is still failing to achieve the targets in clause 1.4(f) (as amended under clause 1.4(k)) by the date three months from the date on which the LFC identified that those targets had been missed for two consecutive months, the Service Provider can request an urgent remediation plan and that plan be published to all Service Providers.
- (n) For the avoidance of doubt, where the LFC does not achieve the targets in clause 1.4(f) (as amended under clause 1.4(k)) this will not be considered to be a Core Service Level Default and the LFC is not required to pay any Core Service Rebates.

2 LAYER 2 SERVICE PROVISIONING SERVICE LEVELS

2.1 Subject to clause 2.2 of this Appendix, the LFC will provision Layer 2 Services as follows:

- (a) Residential and Business - Layer 2 services (excluding NBAPs):

Layer 2 services ordered in relation to a Residential or Business Connection:

- (A) at the same time as an installation of a Residential Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from an order for an installation of a Connection (provided that the relevant Premises is already Connected and that Connection has remained intact and the Layer 2 service is capable of remote activation) are to be provisioned within one Business Day of receipt by the LFC of a properly completed order from the Service Provider (or such later date requested by the Service Provider); or
- (C) for Layer 2 Services to a Premises which are not capable of remote activation or where the Service Provider has requested a truck roll, the Layer 2 Service will be

completed on the date agreed with the Service Provider or the relevant End User (as applicable).

(b) NBAP - Layer 2 services:

Layer 2 services ordered in relation to an NBAP Connection:

- (A) at the same time as an installation of an NBAP Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from an order for an installation of an NBAP Connection (provided that the relevant NBAP is already Connected, and that Connection has remained intact and the Layer-2 service is capable of remote activation)) are to be provisioned within one Business Days of receipt by the LFC of a properly completed order from the Service Provider (or such later date requested by the Service Provider).
- (C) for Layer 2 Services to an NBAP which are not capable of remote activation or where the Service Provider has requested a truck roll, the Layer 2 Service will be completed on the date agreed with the Service Provider or the relevant End User (as applicable).

(c) Bandwidth upgrade of Layer 2 services:

A bandwidth upgrade of Layer 2 services must be provisioned within one Business Day of receipt by the LFC of a properly completed Service Request from the Service Provider (or such later date requested by the Service Provider or the relevant End User).

(d) Multicast (Service Provider):

A multicast service must be provisioned for a Service Provider within 30 business days of receipt by the LFC of a properly completed Service Request from the Service Provider (or such later date as agreed between the Service Provider and the LFC).

(e) Multicast (End User):

Provided that the necessary multicast service has previously been provisioned for the relevant Service Provider, a multicast service must be provisioned for an End User (provided that the relevant Premises is already Connected) within 1 Business Day of receipt by the LFC of a properly completed Service Request from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User).

(f) RF Overlay (Service Provider):

An RF overlay service must be provisioned for a Service Provider within the period agreed between the LFC and the relevant Service Provider (which must be no more than 60 Business Days (unless a longer period is specifically requested by the Service Provider)).

(g) RF Overlay (End User):

Provided that the necessary RF overlay service has previously been provisioned for the relevant Service Provider, an RF overlay service must be provisioned for an End User (provided that the

relevant Premises is already Connected) within 4 Business Days of receipt by the LFC of a properly completed Service Request from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User).

3 FAULT RESTORATION

3.1 In this clause 3:

- (a) **Consumer Services** mean Bitstream 2 and Bitstream 2a Wholesale Services at residential End User Premises.
- (b) **Enterprise Services** mean Bitstream 2, Bitstream 2a, Bitstream 3, Bitstream 3a, Bitstream 3b, Bitstream 4, E-NNI Handover, Direct Fibre Access (DFAS) and Fibre Interconnection Wholesale Services and Business, Health and Education premises and NBAP locations.

3.2 The LFC must ensure that:

- (a) Consumer Services are restored by the end of the day following the day on which Downtime is reported to the LFC; and
- (b) Enterprise Services for which Downtime is reported to the LFC:
 - (i) Before midday are restored by 7pm on that day;
 - (ii) After midday are restored by midday on the following day; and
 - (iii) After 7pm are restored by 7pm the following day

3.3 Prior to reporting Downtime to the LFC, the Service Provider must reasonably ascertain that the fault lies within the LFC Network, including ensuring that the affected End User confirms that the LFC Equipment supporting the relevant Service is powered up. If the Service Provider fails to do so and the fault is not found within the LFC Network, the Service Provider will be liable for a no fault found fee specified in the Price List.

3.4 The Fault Restoration SLA will be available 7am to 7pm / 7 days a week.

3.5 The LFC will provide an enhanced Service Level of a prioritised response (**Critical Response SLA**) with a technician on site (either an exchange, cabinet or customer site) within 2 hours (metro Coverage Areas) and 4 hours (non-metro Coverage Areas) of a fault being logged with the LFC. This enhanced Service Level is available 24 hours, 7 days a week, upon request by the Service Provider. Emergency and medical events will still take precedence in accordance with the LFC's restoration priorities and the TCF Vulnerable End Users' Code.

3.6 The Critical Response SLA will be at the charge set out in the Price List. For the avoidance of doubt, the Consumer Restoration SLA, Enterprise Restoration SLA and the associated Core Service Rebates set out in Appendix 2 will continue to apply.

3.7 The LFC will publish on its website the classification of metro and non-metro Coverage Areas.

4 LAYER 2 – DISCONNECTIONS

4.1 Disconnections – Individual

Each disconnection of a Connection must be completed within 1 Business Day of receipt by the LFC of a properly completed Service Request from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User). For the avoidance of doubt, the timeframe specified in this clause 4.1 only relates to the disconnection of a Connection and not the retrieval of any infrastructure associated with the relevant Connection.

5 LAYER 2 TRAFFIC

5.1 Each End User's traffic for point to point service must be delivered to the POI within the following Service Levels, measured over each five minute interval (24 hours per day):

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
CIR	≤ 5 mS	≤ 1 mS	≤ 0.1%
EIR	n/a	n/a	≤ 2%

The traffic should be within these Service Levels for at least 99% of the time within the five-minute measurement interval, otherwise the service is to be considered unavailable for that 5 minute interval.

5.2 Each End User's traffic for GPON services must be delivered to the POI within the following Service Levels, measured over each five minute interval (24 hours per day):

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
High Priority	≤ 5 mS	≤ 3 mS	≤ 0.1%
Low Priority	n/a	n/a	≤ 2%

At least 99% of the frames within the five-minute measurement interval must be within the above Service Levels, otherwise the GPON service is to be considered unavailable for that five minute interval.

5.3 The measurements referred to above are to be developed and until such time as this is agreed between CIP and the LFC (and notified to the Service Provider) these Service Levels will not apply.

6 SERVICE LEVEL EXTENSIONS

6.1 Subject to clause 6.2 of this Appendix, the LFC Service Levels set out in this Appendix 1 shall be extended in the following circumstances:

- (a) Satisfaction of the Service Level is prevented as a direct result of a serious health and safety issue outside of the LFC's control;

- (b) Satisfaction of the Service Level is prevented as a direct result of a delay in the provision of materials or information to be supplied by the Service Provider, required to complete the service;
- (c) Acts or omissions of the Service Provider that prevent the LFC from meeting a Service Level (unless the Service Provider has received the LFC's prior approval for such act or omission);
- (d) Acts or omissions of an End User that prevent the LFC from meeting a Service Level (unless the End User has received the LFC's prior approval for such act or omission);
- (e) Any period of extension agreed with the relevant End User; and
- (f) A Force Majeure Event that prevents satisfaction of the Service Level, including, for the avoidance of doubt, a cable strike caused by a third party that cannot be repaired within 1 calendar day and any Force Majeure Event affecting a contractor or supplier of the LFC which, if it occurred in relation to the LFC, would have been a Force Majeure Event (as referenced in clause (g) of the definition of "Force Majeure" in this Agreement,

each a **Service Impairment**.

6.2 Any Service Level extension under clause 6.1 of this Appendix:

- (a) will be limited to the time that the Service Impairment continues to prevent or makes illegal the LFC's performance of the applicable Service Level;
- (b) is subject to the LFC promptly taking all reasonable steps, in accordance with Best Industry Practice, to eliminate or avoid the Service Impairment and mitigate its effect; and
- (c) in relation to any Service Level extension under clause 6.1(a) to (e) of this Appendix only, will not be given to the extent the Service Impairment is caused or contributed to by the LFC or its contractors' acts or omissions, the acts or omissions of any supplier of the LFC, or any person within the control or under the responsibility of the LFC.

APPENDIX 2: CORE SERVICE REBATES

The following table specifies the Service Rebates payable by the LFC.

Service Level (references are to clauses in Appendix 1)	Core Service Rebate
Fibre access provisioning Core Service Levels	
1.2(a) - Scoping Appointment	One month's rental fee for the relevant service(s) (specified in the order) each time the Core Service Level is not achieved.
1.2(b) – Installation Appointment	One month's rental fee for the relevant service(s) (specified in the order) each time the Core Service Level is not achieved.
Layer 2 Service provisioning Core Service Levels	
2.1(a) – Layer 2 services Intact Connection No Truck Roll	One month's rental fee for the service (specified in the order) each time the Core Service Level is not achieved.
2.1(b) – Layer 2 services (excluding NBAPs) Intact Connection Truck Roll	One month's rental fee for the relevant service(s) (specified in the order) each time the Core Service Level is not achieved.
2.1(c) – NBAP – Layer 2 services Intact Connection Truck Roll	One month's rental fee for the relevant service(s) (specified in the order) each time the Core Service Level is not achieved.
2.1(d) – Bandwidth upgrade of Layer 2 services	50% of the applicable monthly rental fee for the relevant service(s) (specified in the order) each time the Core Service Level is not achieved.
2.1(e) - Multicast (Service Provider)	One month's rental fee for the relevant service(s) (specified in the order) each time the Core Service Level is not achieved.
2.1(f) - Multicast (End User)	One month's rental fee for the relevant service(s) (specified in the order) each time the Core Service Level is not achieved.
2.1(g) - RF Overlay (Service Provider)	10% of the applicable monthly rental fee for the service per complete day that the service is late (capped at one month's rental).
2.1(h) – RF Overlay (End User)	10% of the applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month's rental).
Fault Restoration Core Service Levels	
3.1 - Consumer Services)	One month's rental fee for the relevant service(s) each time a Consumer Services restoration SLA is not achieved.

4.1 - Enterprise Services	One month's rental fee for the relevant service(s) each time an Enterprise Services restoration SLA is not achieved.
Disconnection Service Level	
5.1 – Layer 2 Disconnections	20% of the applicable monthly rental fee for the Connection and any service(s) provided over the Connection each time the Core Service Level is not achieved. One months rental fee for the connection where the service is disconnected prior to the day requested and where there was impact for the customer.

APPENDIX 3: ANCILLARY SERVICE LEVELS

Provision of Bitstream Service

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
1.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Service Request acknowledgement	The LFC will acknowledge receipt of each Service Request	Provide acknowledgment of receipt of each Service Request to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	99%	
2.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Notification of rejection	The LFC will reject invalid Service Requests by returning the appropriate code to the Service Provider	Provide notification of the rejection to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	90%	This Service Level will not apply where prequalification for a Service Request requires an action to be undertaken manually
3.	New Connection Transfer Change Plan Move Address Relinquishment	Notification of expected Service Start Date (or, for Relinquishment, expected relinquishment date)	The LFC will notify the Service Provider of expected Service Start Date of the Service Request (or, for Relinquishment, expected relinquishment date)	Provide notification of the expected Service Start Date (or, for Relinquishment, expected relinquishment date) to the Service Provider within 4 Consecutive Business Hours of the Deemed Acceptance Time	90%	This Service Level will not apply where a Service Request is a waiter

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
4.	Handover Connection	Notification of expected Service Start Date	The LFC will notify Service Provider of expected Service Start Date of the Service Request or confirmation of when the LFC will provide notification of expected Service Start Date	Provide notification of the expected Service Start Date, or provide confirmation of when the LFC will be in a position to provide notification of the expected Service Start Date, to the Service Provider within 4 Consecutive Business Hours of the Deemed Acceptance Time Date	90%	
5.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Service Request is completed right first time	The LFC will complete the Service Request without fault	No faults in work carried out to complete the Service Request to occur within 5 Business Days after confirmation by the LFC of completion	90% (for each service)	A "fault" under this Service Level must be a fault: (a) for which the LFC is responsible; (b) that has been reported to the LFC within 5 Business Days of confirmation by the LFC of completion of the Service Request; and (c) that is found and required to be fixed (ie it is not a "no fault found")
6.	Relinquishment Handover Connection	Meet notified expected Service Start Date (or, for Relinquishment, meet notified relinquishment date)	The LFC will complete the Service Request by the notified expected Service Start Date (or, for Relinquishment, the notified expected relinquishment date)	Complete the Service Request by the notified expected Service Start Date (or, for Relinquishment, the notified expected relinquishment date)	90%	Where the LFC extends a previously notified Service Start Date (other than as a result of a Service Provider's or a Service Provider's customer's request to do so), this is considered a failure of this Service Level

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
7.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Change to Service Start Date (or, for Relinquishment, change to relinquishment date)	The LFC will provide confirmation of Service Start Date change (or, for Relinquishment, relinquishment date change) where change requested by the Service Provider or End User	Provide confirmation of the change of Service Start Date (or, for Relinquishment, the change of relinquishment date) to the Service Provider within 6 Consecutive Business Hours of receipt of the request to change an existing Service Request (provided that the request is received at least 1 Business Day prior to the notified Service Start Date or relinquishment date (as applicable))	90%	
8.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Change to Service Start Date (or, for Relinquishment, change to relinquishment date)	The LFC will provide notification of Service Start Date change (or, for Relinquishment, relinquishment date change) where Service Start Date or relinquishment date (as applicable) is delayed for any reason other than where requested by the Service Provider or End User	Provide notification of the change of Service Start Date (or, for Relinquishment, the change of relinquishment date) to the Service Provider within 6 Consecutive Business Hours of becoming aware of a delay in installation or relinquishment (as applicable) (other than cases where the delay is requested by the Service Provider or End User)	90%	This change does not extend the lead time for the purpose of calculating installation service level

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
9.	Bitstream New Connection Service Request Bitstream Transfer Service Request Other Service to Bitstream Transfer Service Request Bitstream Move Address Service Request	Pre-qualification acknowledgement	The LFC will acknowledge receipt of pre-qualification order	Complete the acknowledgement of receipt within 4 Consecutive Business Hours following the receipt of the pre-qualification order	90%	
10.	Bitstream New Connection Order Bitstream Transfer Order Other Service to Bitstream Transfer Order Bitstream Move Address Order Bitstream Relinquishment	Pre-qualification order completion	The LFC will complete the Automated Pre-qualification order and return the appropriate information	Complete the authorised and unauthorised Automated Pre-qualification order and return the appropriate information to the Service Provider within 4 Consecutive Business Hours following receipt of the order	90%	
11.	Bitstream Special Manual Pre-qualification Investigation Bitstream Site Investigation	Pre-qualification order completion	The LFC will complete the Special Manual Pre-qualification Investigation order and return the appropriate information	Complete the Special Manual Pre-qualification Investigation order and return the appropriate information to the Service Provider within: 6 Business Days following receipt of the pre-qualification order	90%	

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
12.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Confirmation of completion	The LFC will provide the Service Provider with confirmation of completion of the Service Request	Provide confirmation of completion of the Service Request to the Service Provider within 4 Consecutive Business Hours after the Service Request has been completed	90%	

Fault Management for Bitstream Service

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
13.	Bitstream Service	Notification of Planned Outages	The LFC will advise of Planned Outages	Advise at least 5 Business Days before Planned Outage occurs	90%	The LFC will use all reasonable endeavours to schedule Planned Outages ¹ between the hours of 11:00pm and 6:00am
14.	Bitstream Service	Notification of Unplanned Outages	The LFC will advise of Unplanned Outages	Advise within 2 hours, on a 24 x 7 basis, of the LFC discovering or receiving notification of the Unplanned Outage occurring	90%	An outage will include one or more PON cards that lose services or a cut fibre cable with a fibre count of greater than 12 fibres. This information will be sent to the Service Provider via the OSS/BSS notification system, and may include FSL numbers and circuit ID numbers.

¹ Planned Outages are included in Downtime calculation.

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
15.	Bitstream Service	Fault report receipt acknowledgement	The LFC will acknowledge receipt of each fault report	Provide fault report receipt acknowledgement within half a Fault Restoration Hour of the fault being reported ²	90%	This Service level does not apply where an invalid fault report has been submitted
16.	Bitstream Service	Notification of expected restoration time	The LFC will provide notification of the expected restoration time ³	Provide notification of the expected restoration time (having regard to any applicable enhanced Service Levels) within 4 Fault Restoration Hours of the fault being reported	90%	Unless otherwise agreed between the LFC and the Service Provider, where a fault relating to the technical service specifications is reported, the LFC will provide notification of the expected restoration time within 8 Fault Restoration Hours of the fault being reported
17.	Bitstream Service	Meet notified expected restoration time	The LFC will restore the fault within the notified expected restoration time	Restore fault within notified expected restoration time	90%	
18.	Bitstream Service	Notification of completion of service restoration	The LFC will confirm the completion of service restoration	Provide confirmation of the completion of service restoration within 4 Fault Restoration Hours of the fault being resolved	95%	

² If a fault is logged outside Fault Restoration Hours, for the purposes of this Service Level, the report will be deemed to have been received at 7.00am the following day.
The expected restoration time will be provided in accordance with the LFC's fault prioritisation systems.

