

toob business broadband: service level agreement

Thank you for choosing toob! We're happy to have you onboard and know how important access to the internet is to businesses like yours. As part of our commitment to you, we provide a Service Level Agreement (SLA). In the unlikely event you experience a Service Loss, we'll act in accordance with the terms of this SLA. In this document you'll find all the details about this SLA, and if you have questions you can check our [support pages](#).

1. Scope

1.1. Capitalised terms used in this SLA but not defined within it (including under section 6 below) have the meaning given to them in our terms for business broadband (our "Terms").

1.2. This Service Level Agreement (or "SLA") applies to you if you have ordered our business broadband and we have installed the Service at Your Property. It forms part of the Agreement between you and us and relates to the Service. It does not apply to any other products or services offered by us nor does it apply to any other services provided by us to you.

1.3. If this SLA applies to you then:

(a) it comes into effect on your Activation Date;

(b) the Service Level set out in this SLA is a target only and the provision of a Service Credit shall be your sole and exclusive remedy for a failure to meet a particular Service Level in accordance with the terms of this SLA; and

(c) we have no liability to you in contract, tort (including negligence) or otherwise for a failure to meet our performance obligations under this SLA beyond the remedies detailed in this SLA; and

(d) this SLA, any Service Levels and any Service Credits provided under it are each subject to our Terms.

1.4. We reserve the right to amend or vary the terms of this SLA from time to time by giving you at least 30 days' prior notice in writing.

2. Reporting and Verifying a Service Loss

2.1. In the unlikely event that you experience a Service Loss, you must report this to us by calling our customer service team on 023 9300 9300 during Working Hours. When you call, you must provide us with sufficient information about you (to enable us to identify you) and full details of the problem you are experiencing with the Service.

2.2. If you have accessibility needs that mean you cannot call us, you can raise a ticket via your portal, or email into the helpdesk at helpdesk@toob.co.uk, to report the Service Loss to us.

2.3. If you report a Service Loss to us outside of Working Hours, you'll be treated as having reported it to us at the start of the immediately following Working Hours.

2.4. Once you have reported a Service Loss to us in accordance with this section 2, and provided that you have given us the information we require, we will conduct diagnostics to verify the Service Loss. You must

(a) be connected to, and have physical access to, our equipment,

and

(b) have full access to one or more devices that are capable of connecting to Wi-Fi and connecting via ethernet to the router that we have provided to you as part of the Service, at all times during the verification process.

3. Getting your Service back up and running

3.1. If, following completion of the diagnostics and verification process, we verify that you are experiencing a Service Loss, we will aim to resolve the issue over the phone. If we determine that a visit to Your Property is required we will agree with you a time and date during Working Hours for our visit. In either case, we aim to restore your Service within the Service Level for that Service Loss. For the avoidance of doubt, if there is a dispute on the commencement or duration of any Service Level, the records that we hold on your account shall be final.

3.2. If we need to visit Your Property, you must ensure that you have an authorised person on site for when our engineer(s) arrive. This person must be authorised to make decisions on your behalf, over the age of 18, and have access to all relevant areas on Your Property that we may need access to.

3.3. If we are unable to gain appropriate access to Your Property at the agreed appointment date and time, or a visit to Your Property reveals to us that there is no fault with the Service or the fault is caused by an Excluded Outage, then we may charge you the Missed Appointment Fee as detailed in the Business Broadband Charges & Fees document.

3.4. For the purposes of this SLA, the Service is restored following a Service Loss when we first inform you that your Service has been restored.

4. Claiming after a Service Loss

4.1. If you have experienced a Service Loss and the Service has not been restored (in accordance with this SLA) within the Service Level, then you will (subject to the Service Credit conditions set out in section 5 below) be entitled to a Service Credit for that Service Loss. This will be automatically applied to your account by us within 5 working days of us confirming the resolution and will be applied as a credit against your next month's bill after the day the Service Loss was reported to us in accordance with this SLA.

4.2. This means that if you report a Service Loss (in respect of which a Service Credit is applicable in accordance with the terms of this SLA) to us over the period in which your bill is generated, the credit may be applied to either your next bill or the one after.

5. Service Credit Conditions

5.1. Any Service Credits will take the form of a credit on your monthly invoice in accordance with section 5 above. In no circumstances will we be obliged to pay or transfer any monies to you or make any refund to you, nor will you be entitled to any Service Credit if your Agreement with us has ended (irrespective of when the relevant Service Loss occurred).

5.2. A Service Credit is only applicable if it is determined that we have not met the Service Level for a Service Loss. The Service Level and any Service Credits are not applicable for any maintenance work conducted on our network (including in accordance with the Terms) or for other faults, problems or issues with the Service.

5.3. In determining whether we have met the Service Level for a Service Loss, any periods of time:

(a) where we are waiting for you to provide us with the necessary co-operation required by us or where the issue is with you including, without limitation:

- (i) supply of the necessary information,
 - (ii) waiting for a response from you or waiting for you to complete diagnostic activity that we have asked you to undertake,
 - (iii) access to Your Property and/or any relevant sites,
- and
- (iv) supply of any necessary power or facilities;

(b) spent by us in trying to contact your relevant and authorised personnel to assist us or to confirm the Service is restored; and

(c) spent in conducting maintenance works in accordance with the Terms, shall not be taken into account.

5.4. During the term of your Agreement with us, you shall not be entitled to more than one Service Credit for each Service Loss, nor shall you be entitled to more than 3 Service Credits in any 12 month period commencing on the date of your first Service Loss.

5.5. You will not be entitled to (nor will we have any liability for) any Service Credit where any of the following circumstances apply (each, an "Excluded Outage"):

- a) you have failed to perform or are in breach of any of your obligations under the Agreement (including any payment terms);
- (b) we have suspended the Service in accordance with the Terms;

(c) you have damaged, misused or altered the Service and/or any equipment that we have provided to you under the Agreement, or you have used the Service in a way that is not in accordance with the Agreement;

(d) we do not verify, or we can't find, a Service Loss;

(e) you cancel the Service Loss report at any time prior to the Service Loss being restored;

(f) after you report the Service Loss, we're not able to contact you despite using our reasonable efforts to do so;

(g) the Service Loss is caused by you including as a result of your act, delay or omission;

(h) you don't give us access to Your Property where the Service is being supplied when we reasonably need this;

(i) we do not have access to supply of power or facilities at Your Property when we reasonably need this;

(h) you're not able to take delivery of any replacement router or other equipment we may send you to correct or restore the Service Loss;

(j) the Service Loss is caused by your own equipment or environment, or any network or equipment which is outside of the network that we use to provide the Service;

(k) the Service Loss is caused by, or we are unable to perform our obligations under the Agreement due to, factors or circumstances that are outside of our reasonable control;

(l) you don't help us in any other way we might reasonably need to resolve the matter speedily.

6. Definitions of terms

The following terms are used in this SLA and are not defined elsewhere in the Agreement:

"Service Credit" means the service credit specified in our Business Broadband Charges & Fees document.

"Service Loss" means a total loss of Service caused by us due to factors within our control or that we are solely responsible for, which you have reported to us in accordance with section 3 above, and which results in the inability to transmit network packets in one or both directions from the Fibre Termination Point that we have installed at Your Property pursuant to the Agreement to the internet.

"Service Level" means the period commencing upon us having verified a Service Loss in accordance with paragraph 3.1 above and ending 48 hours later (subject always to paragraph 5.3 above).

"Working Hours" means 8am to 8pm Monday to Friday, 8am to 6pm on Saturday and 10am to 4pm on Sunday, excluding any planned or unplanned UK Bank Holiday.