



**THE BAHAMAS TELECOMMUNICATIONS COMPANY  
LIMITED**

**INDIVIDUAL OPERATING LICENCE  
CONDITION 36.3.1  
COMPENSATION AND REFUNDS**

Legal Regulatory & Interconnection Division  
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# COMPENSATION AND REFUNDS

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## Service Level Agreement (SLA)

### 1 Objective

This SLA describes the base level of service and means of providing a consistent level of service from BTC, condition at a defined quality standard to customers of our voice and data connectivity products.

In this document, the terms "We", "Us" and "Our" make reference to BTC. The terms "You", "Your" or "Customer" make reference to the Customer with whom We have made an agreement to provide products and/or services, and include any person that You have authorized in writing to be acting with your authority or on Your behalf.

This SLA along with its availability values, rights, limitations, exclusions, parameters and any other statement noted herein, will be valid until a new structure of service agreement is put into operation and will be validated by us and communicated to You.

### 2 Service

#### 2.1 Definitions

All definitions are as described in the General Terms and Conditions, located on [www.btcbahamas.com](http://www.btcbahamas.com). Additional definitions, applicable to this agreement are as follows:

- a. **SLA:** Acronym for Service Level Agreement.
- b. **MTTR:** Acronym for Mean Time To Restore, used in failure case at Your site, not considering redundant equipment.
- c. **TOPOLOGY:** The manner that the solution will be installed over access media in order to deliver service to You
- d. **SERVICE OPTION:** the specific components of delivery of the service. It may refer to basic service integration without equipment, access or backup media (1+0 modality); or when additional backup equipment, access or backup media (1+1 modality) is provided, or the specific elements of a service (such as speed of broadband connection)
- e. **ACCESS SOLUTION:** Referring to the physical media that will be used to deliver services.
- f. **CONNECTION KIT:** any EQUIPMENT and other materials (including any cables, manuals, etc) delivered by Us (or picked up by You) to be used at Your site to activate Service and access Our network.



- g. **LOCATION, or SITE:** Location where the service will be delivered.
- h. **LATENCY:** Average time required by data packets to go back and forth from one point to another over a data network. It is measured in milliseconds, calculated on average over a specific period of time (a month) over BTC's network ,and it will be used as the basis for this agreement.
  - i. We will perform latency measurements at a specific network fragments within our network, and use these measurements as a basis to determine the resulting latency number to be reported as well as used for the purposes of applicable clauses in this agreement
  - ii. It should be noted that the monitoring, management and agreement over the service performance, will exclusively include our main network services and equipment (backbone), excluding last mile services and equipment as well as networks belonging to, or operated by, third parties.
- i. **Allowed Packet Loss:** Packet Loss is defined as the percentage of data packets not reaching their destiny. It shows the packet amount that can be lost without compromising the service. It is generally accepted that packet loss should be less than or equal to 0.5% for acceptable Internet service.
- j. **BTC Network, or OUR NETWORK:** For the purposes of this agreement, any network segment wholly owned and operated by us. Any SERVICE not transported within networks segments comprised of BTC equipment, shall not be considered for the agreements contained herein.
- k. **Availability:** Availability is determined on an average monthly basis and calculated as per the following formula:

$$\text{Availability \%} = \frac{\text{Monthly total minutes} - \text{Total unavailable minutes}}{\text{Monthly total minutes}}$$

where "unavailable minutes" is the sum of the total time over the course of a month, measured in minutes, that you had no access to network services due to unscheduled network failure (except where covered by exemptions described in this agreement), and

where "monthly Total Minutes" shall be obtained multiplying 24 hours by the month days total (minus Special days), by 60. Special Days shall be deducted from a month's day total for the purposes of this calculation

Month Days	Monthly Total Minutes
28	40,320
29	41,760
30	43,200
31	44,640

- i. **Failure:** means the interruption of the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals where you have engaged the services of BTC to ensure that transmission, conveyance or routing occurs but does not include interruption of service from a drop in signal level for a period not exceeding thirty (30) seconds

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- m. **Special Days:** means (i) Christmas Day, (ii) New Year's Day (iii) Good Friday (iv) Easter Monday (v) Boxing Day (vi) Labour Day
- n. **C&R:** Compensation and Refunds
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## 2.2 Service Description

This SLA covers Internet Access Service, based on Digital Subscriber Line (DSL) transport, ( BTC LINE) , to allow You to navigate the Internet using an INTERNET ACCOUNT, as well as to send and/or receive Information via an E-MAIL ADDRESS, as well as other Internet based user activities. It also covers, where applicable, Fixed Voice Services as described in the schedule. The SERVICE will be given under the modality chosen by You in conformity with the characteristics described here of this instrument, in addition to other terms and conditions set forth by Us as part of the user agreement for providing the aforementioned Internet Service.

## 2.3 Service Characteristics

### **2.3.1 Fixed Voice Telephony**

The contract for a specific Service Offering will start on the Service Commencement Date as specified in the Customer Application Form and will continue for the Minimum Term or until the all services for the Specific Service Offering acquired are terminated.

You shall pay the Charges for each Service as requested and agreed (whether used or not), and where applicable, Equipment, as explained below:

- a. Installation or Activation Charges: Payable upon acceptance of the agreement.
- b. Special Installation Charges: Payable as agreed between the parties if We provide special installation services.
- c. Service Charges: Generally payable in advance for your service plan and features.
- d. Usage Charges: payable after use. They may be billed at the end of the billing cycle or when they are incurred.
- e. Equipment Rentals: payable monthly in advance.

Billing of some charges that uses third parties services, such as those related to roaming or long distance calls, may be delayed. The delay, does not waive the right to bill them.

Other terms and conditions, as specified in applicable contract between You and Us, will apply

- Basic Telephone Services
- C.L.A.S.S. (Custom Local Area Signaling Services)
- PHONE CARD

Charges and collections will commence as per pertinent clauses in the Contract between You and Us. Prices and applicable charges for each class of service are to be found in Pricing Schedule/Section of the contract. Current price levels are listed on BTC's site, and in the event of any difference , prices listed on BTC's website shall be deemed the most current.



### **2.3.2 BTC's Internet and Data Services Offering**

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BTC will supply You with Internet Service according to the following characteristics:

The Service Option chosen by You will be specified in the Customer Application section, when You initiate a contract for the Service through: (i) Commercial BTC Shops, (ii) the web page <http://www.btcbahamas.com>; (iii) Call to Customer Service and/or Technical Support Center, (or; (iv) any commercial channel that We have expressly made available to prospective clients.

You recognize and accept that in case We, for any reason, are not capable of activating the specific Service Option You have chosen, We will inform You, in order that the You instruct BTC: (i) if the SERVICE should be provided under a different, available Service Option or if (ii) this contract should be cancelled according to its own terms and all terms hereby described voided.

If You desire to modify the Service Option, this should be requested via the Customer Service/Technical Support Center, or by visiting Us in person, where the SERVICE option should be indicated and, if available, the new Service Option should be activated as per appropriate terms and conditions

In order for Us to modify the Service Option requested by You, it is necessary that: (i) You have been billed at least a Monthly Fee for the previously chosen Service Option; (ii) Availability and technical feasibility exists to carry out the change to the requested Service Option; and (iii) You accept any applicable fee or price modification due to change of Service Option, in conformity with current prices and commercial conditions of the Service.

#### Pricing and features

- **I-CONNECT PACKAGES**
  - Residential and Business
  - Leased Circuit Packages
  - BTC Naked DSL Internet Prices
  - BATELNET Dial-Up Packages
- Installation
- Activation
- Monthly access

Charges and collections will commence as per pertinent clauses in the Contract between You and BTC. Prices and applicable charges for each class of service are to be found in Fee Schedule/Section of the contract. Current price levels are listed on Our site, and in the event of any difference, prices listed on said website shall be deemed the most current



## 2.4 Service Guarantees

We will dedicate Our Best Efforts to provide 100% availability of the Service, and to commit Our resources to resolve any failures or interruptions in the service to the best of Our abilities. Applicable compensation and refunds, when applicable, are described herein in the schedule presented below.

With the exclusions are other conditions specified herein, We will provision a new FIXED VOICE service within 7 (seven) to 10 (ten) working days, from the day a new customer application is approved as per Our terms and conditions; and will complete 99% of local calls and 95% of international calls at first attempt.

With the exclusions and other conditions specified herein, We will provision a new customer application for INTERNET and DATA SERVICES within 3 (three) working days, and provide a guaranteed minimum level of 99% availability, measured as total uptime of the network link divided by total time in minutes, as well as average monthly latency (as measured by Us) for every full month and starting from the first day of the month, as specified in Your contract. We reserve the right to prorate the first or last month of the contract for the purposes of this clause.

## 2.5 Exclusions

The following will be considered as exclusions, and preclude and void any liability, discount or penalty, in the event We fail to meet the service levels specified, during the time any such situation is deemed by Us to affect Our capacity to deliver normal service (We shall attempt to notify You of the occurrence of exclusions, including publication on website or other communications vehicles. You should not expect Us to be capable of providing notification for every event, and lack of notification shall not constitute grounds to prevent these exclusions):

- Acts of God or any unforeseeable circumstance which affects temporarily or permanently Our capacity to deliver SERVICE , totally or partially, in the Commonwealth of the Bahamas
- Programmed/scheduled BTC maintenance activities, when properly notified as per Our terms and conditions
- Any activity or omission by You in breach of that specified anywhere in the service contract product manual or warranty; equipment failure or problem, as well as contractors, providers or any other entity related to You.
- Strikes or any other labour related dispute, as well as any outage or problem caused by a third party with malicious intent to the BTC's network or to You
- Any maintenance activities programmed by You, contractors, providers or any other entity related to You
- Lack of access to Your facilities or equipment when deemed necessary by Our personnel
- Faults due to customer internal wiring i.e. Customer responsible from demarcation at customer external fuse box.
- Service suspension due to lack of payment or any other of Your obligations as stated in Our terms and conditions
- Any other situation constituting Force Majeure



## 2.6 Service Response Time Targets

In the event of a failure, we have established a target of 48 hours (2 working days) for Mean Time-To-Repair (MTTR) to restore the Service. This objective is provided as best efforts and applies to the islands of Grand Bahama and New Providence.

## 2.7 Support Hours

Standard support hours are as described below:

Support Method	Days	Hours
Help Desk Support	Weekdays	7:00a.m. – 11:-00p.m.
	Weekends	7:00a.m. – 11:-00p.m.
On - Site Support	Weekdays	9:00 to 17:00
	Weekends	9:00 to 17:00

## 2.8 Planned Service Outages

We may require performance of service maintenance from time to time, which could affect service availability and/or quality. We will provide Best Efforts to keep suspensions and impact to a minimum, and as specified, these scheduled stoppages shall not affect Our Service Level Agreement. We will give You notice of a minimum of 1 business day in advance.

We shall make every effort to schedule maintenance operations at non-peak (i.e. nighttime) hours.

## 3 SERVICE ACCEPTANCE

As soon as the installation and service tests are performed and completed, Service will be provisioned and the billing cycle will commence from this date on, together with all applicable clauses and schedules contained herein (except where explicitly denoted).

## 4 SERVICE TECHNICAL PARAMETERS

BTC's target parameters for Internet Service:

Access Type	Service Modality	Location	Minutes w/o Penetration (in 30 day/month)	Compressed SLA	MTTR (hours)	Applied to IP solutions (Internet)			Notes
						Max International Latency (ms)	Max National Latency (ms)	Max Package Loss (%)	
<b>ADSL</b>	<b>1+0</b>	<b>1</b>	<b>432 (1%)</b>	<b>99%</b>	<b>48</b>	<b>40*</b>	<b>40</b>	<b>0.5%</b>	



Other parameters apply as per general terms and conditions as specified in contract between BTC and You

\* Limited to United States of America connections.

## 5 SERVICE LEVEL TARGETS

We shall measure and report on a quarterly basis to URCA the following indicators as per table below. We make no guarantee of, or commit to providing any compensation or refund, for any service indicator for any service, beyond those specified in the C&R schedule where applicable.

### 5.1 FIXED VOICE SERVICES

Service Level Indicator	Target
Connection Time (provisioning)	7 to 10 working days

### 5.2 INTERNET SERVICES

Service Level Indicator	Target
Network Availability (operational availability of core network over total time)	Above 99% (monthly average)
Latency(Average time required by data packets in milliseconds)	Below 40 Ms (monthly average of measures)(United States of America connections only)
Connection Time (provisioning businesses)	– 2 working days
Connection Time (provisioning residential)	– 3 working days

## 6 MANDATORY MINIMUM PERIOD

The schedule and clauses in this agreement shall apply to You, provided You i) have signed a contract with Us for a minimum of One (1) Year, ii) the Service Commencement date has passed, iii) the contract is either still within its term or has been duly renewed as per Our Terms and conditions; and iv) You comply with all other applicable conditions and terms as specified here and/or the Service contract.

## 7 EARLY CANCELLATION

Early cancellation will be considered in two different periods:



i) between signing of the contract and before billing of the service period, during which installation and service functionality tests are performed. In this case, should You decide to cancel the SERVICE, You may only be liable for expenses BTC may levy in provisioning the service. Any refund request shall be null and void as per applicable clause, should Billing Commencement Date not have passed.

ii) The second period is considered from the Service commencement date. Should You wish to cancel the Service after this point, whether voluntarily or due to Your failing to pay outstanding bills as per Our terms and conditions, a penalty will be applied taking into account the remaining fees upon contract completion and any overdue invoices, if applicable. Refunds requests may only apply if You comply with all terms and conditions that are applicable to the contract, including the mandatory minimum period above.

## 8 EQUIPMENT

You accept that EQUIPMENT (also Customer Premise Equipment) is received as bailment; in consequence You become responsible for the proper use and conservation of such equipment. The EQUIPMENT is to be connected to a voltage regulator/surge protector that protects it from any possible damage caused by power variations.

At any time with proper notice of a minimum of 24 business hours, You shall provide access to the EQUIPMENT, which could be necessary for improving Service Performance or, it could be replaced, free of charge, when We consider that the EQUIPMENT is inadequate for the proper Service operation.

Should You not accept the mentioned configuration modification to the EQUIPMENT or its replacement, We shall reserve the right to cancel Contract in conformity with Terms and Conditions, and to void any applicable refund or compensation as per this document.

Any configuration modifications of EQUIPMENT shall be executed at Your site or remotely, without this constituting a violation to the terms and conditions established in the present agreement.

You shall not carry out any modifications to the EQUIPMENT or connect or attempt to connect to it any devices and/or accessories different from the accessories or devices provided directly by BTC, and the voltage regulator. In case of any violation, You shall be responsible for any resulting damages and detriment, without any prejudice to Our right to rescind the present Contract. Any monies due Us from damages to the EQUIPMENT shall at our discretion be applied to Your bill, to any compensation or refund for which You may be entitled, or to an invoice We may present to You for repair or replacement of the EQUIPMENT.

## 9 CHARGES, BILLING AND PAYMENTS

### 9.1 Charges

You shall pay the Charges for each Service as requested and agreed (whether used or not), and where applicable, Equipment, as explained below:

- a. **Installation or Activation Charges:** Payable upon acceptance of the agreement.
- b. **Special Installation Charges:** Payable as agreed between the parties if BTC provides special Installation services.
- c. **Service Charges:** Generally payable in advance for the service plan and features.
- d. **Usage Charges:** payable after use. They may be billed at the end of the billing cycle or when they are incurred.
- e. **Equipment Rentals:** payable monthly in advance.

We shall not charge You for services or equipment not ordered.

### 9.2 Prices

Prices do not necessarily include all applicable taxes, including but not limited to: customs duties and any other applicable government surcharges. These will be added to the respective invoice if applicable

Unless otherwise stated in the Fee Chart and Specifications, the following applies:

- a. Call prices are charged by the minute
- b. Data is measured or charged by kilobyte
- c. Some features are charged by unit (such as SMS by message)
- d. Usage is rounded up to the next whole unit

You are liable for all charges as specified on BTC's invoice, including those that arise from unauthorized use. Service usage will be charged to Your account until We receive a request to suspend the provision of the Service, or to provide a refund if applicable as per our policies.



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## 10 TIME FOR CLAIM RESOLUTION

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For further information regarding Our practices on handling complaints please read Our Code of Practice for Handling Consumer Complaints at [www.btcbahamas.com](http://www.btcbahamas.com)

## 11 FAILURE TO COMPLY WITH CONTRACT DUE TO LACK OF PAYMENT

If the event You fail to pay partially or totally all obligations specified in the Contract in the applicable time, We will notify You of the outstanding balance, and reserve the right to take one or more of the following actions:

- a. Charge interest on amounts overdue from the due date until the payment is actually received.
- b. Fully or partially suspend the Services with a reasonable in advance notice; until all payments due, including all interests accrued have been fulfilled.
- c. Recover all costs and expenses from collecting delinquent or dishonored payments
- d. Suspend or cancel any entitlement to refund or compensation derived from the schedule contained in this document, at Our discretion

## 12 COMPENSATIONS AND REFUNDS

12.1. The maximum liability for any claims relating to BTC Equipment or a Service provided pursuant to this Agreement, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to the total sum of the value of the Charges paid or payable under the relevant Service Offering during the previous 12 month period under which the Equipment or Service that is the subject matter of the claim is supplied; and as per the Compensation & Refund schedule herein

12.2. Services with a Service Level Agreement associated, will provide compensation calculated as follows:

- a. Percentage of the monthly Service Charge for all Services
- b. Percentage of the monthly Support Service Charge, for all Equipment sold to You
- c. Percentage of the monthly BTC Equipment Service Charge, for all Equipment rented to You.



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The foregoing shall be applied as service credits to future invoices as they relate to the applicable Service, as listed on Your bill (other charges on the bill shall remain unaffected even if one of more of the above are applied discounts as per the schedule). These credits are not redeemable for cash or exchangeable for other Services and must be consumed prior to the cancellation or termination of the Service

## 13 RENEGOTIATION

This SLA will be renegotiated if either BTC or You require a significant alteration to the agreed service levels stated in this document. We reserve the right to review and reject any such modification

## 14 CONTACTING BTC

Our Call Center is available to You as the first point of contact for any problems or inquires, including submission of complaints or requests for compensation or refund as per schedule. We will provide direct assistance or via specialists.

You can contact the Help Desk at: CALLBTC (225-5282) or BTC Website – [www.btcbahamas.com](http://www.btcbahamas.com) , and find the pertinent section to submit a claim.

Contact numbers:

225-5282 (CALLBTC)

328-7842 (328QUIC) – Priority Clients only

## 15 SERVICE AGREEMENT COMPENSATION & REFUNDS SCHEDULE

As per 12.2, in the event BTC does not achieve the service target set forth in this agreement, BTC shall as the sole and exclusive remedy for Interruption of service, discount a percentage of Your monthly recurring charges for the pertinent service as per table below.

We shall have the option but not the obligation to notify You in the event of a Service failure. Even when notified, You must open a service ticket upon failure, set a claim



within 30 days of service failure, and request compensation as indicated in Our Code of Practice, in order to qualify for the refunds listed below. Notwithstanding, We may decide at our sole discretion, but are not required to, dispense refunds to You or other Customers in the absence of notification or claim, without this action constituting any modification in the intent of this clause or its application to another Customer (including You) or other time periods.

For more information on complaints, compensation and refunds visit <http://www.btcbahamas.com> and our Code of Practice, or call Customer Service

### INTERNET and DATA SERVICES

<b>% of Fulfillment of Service Level Target – Availability (month)</b>	<b>Credit of Monthly Charges</b>
More than 99%	None
More than 95% but less than 99%	10 % of Monthly Charges
More than 50% but less than 95%	20 % of Monthly Charges
Less than 50%	50 % of Monthly Charges
<b>Average Latency (monthly)</b>	<b>Credit of Monthly Charges</b>
Less than 40 ms	None
40 ms or more	10%

### 15.1 Credits

- An interruption period shall begin when You report a service failure to Our Customer Service Center, and open a valid incident ticket. We reserve the right, but not the obligation, to automatically open an incident ticket for You, or other Customers affected by Service failure
- An interruption period ends when the Service is operative. If You report a Service to be inoperative but decline to authorize testing and repair, it is considered to be "faulty", but not interrupted, and hence not considered Service failure for the purposes of the Compensation and Service Schedule above.
- You must contact Customer Service, either in writing or via submission on BTC's website, to request compensation within 30 calendar days of interruption period, to qualify for any applicable refund. We reserve the right to apply the discount at Our discretion on the monthly bill following the claim or the validation of such claim.
- For the purpose of calculating credit allowances, every month is considered to have 30 days.
- A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected service and is dependent upon the length of the interruption.



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## 15.2 Limitations

Total credits in a given month shall not in any case exceed one hundred percent (100%) of the monthly recurring charge for the affected service in that month.

## 15.3 No credit will be made for, but not limited to the following:

- In the event of any exclusion as described in 2.5
- Interruptions caused by Your negligence or others authorized by You to use the Service
- Interruptions due to the failure of power, equipment or connections not provided by BTC
- No trouble found
- Interruption due to Equipment and /or services from third parties, including inter-manufacturer operability problems and / or Issues arising through the use or upgrade of manufacturer-provided software problems.
- Service agreement schedule shall be suspended due to major technical work, such as the deployment of new major network segments, replacement of equipment, or general testing. We shall notify You with at least one business day's notice of the event, via posting on the Our website or other communications vehicles described in the terms and conditions, and shall specify: i) the nature of the work or the event causing temporary suspension of the schedule, ii) the duration of the suspension, and (iii) whether the suspension affects the Service in its totality, or whether specific elements of the Service option are affected, and how they are suspended or modified

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