

# Code of Practice – Last Mile Broadband

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Last Mile Broadband strives to anticipate and understand our customer needs and delight you with our service. We value your custom above everything else and aspire to make your lives richer and more connected through the services that we provide.

## 1. Enquiries

You can contact Last Mile Broadband with an enquiry using the following methods :

**By telephone :** 090 6477701

Our customer support team are available between 09.00 hrs and 17.30 hrs - Monday to Friday, excluding Bank Holidays and Christmas closedown.

**By email :** [support@lastmile.ie](mailto:support@lastmile.ie)

**By fax :** 090 6490853

**By Text message :** 087 9350066

**By letter :** Last Mile Broadband, Unit 3, Block B, Monksland Business Park, Athlone, Co. Roscommon.

We aim to resolve all customer enquiries on initial contact with Last Mile Broadband. Where we cannot resolve the enquiry on the initial contact we will estimate the time it will take to resolve your enquiry, keep you informed of progress and notify you of the resolution.

We commit to providing a high level of service under the following enquiry categories. Your enquiry will be assigned a unique enquiry reference number to help track the status of the particular query. In extreme circumstances and where it is beyond our control e.g. if a third party is involved, or if we lack complete information, we will keep you informed of progress and respond to your enquiry as soon as possible.

To assist us in efficiently dealing with any enquiries we would urge you to quote your Customer Number in all correspondence with us. From the moment that you become a customer of Last Mile Broadband you are assigned a unique Customer Number which is used to uniquely manage all aspects of your service provision, billing and support. Your Customer Number is prominently displayed on initial documentation, and any specific correspondence that may be issued to you. You can find out your Customer Number by enquiring using any of the normal channels listed here.

### **Enquiries by telephone**

A telephone support service will be provided for customer enquiries during normal business hours as detailed above. Outside these hours an answering machine service will be provided, this will be checked periodically for customer enquiries. Follow-up action will be taken as appropriate in line with our Code of Practice.

### **Enquiries by letter/fax**

Enquiries sent to us by letter or fax will be responded to by letter within three working days. Where we cannot resolve your query in this timeframe, we will send an acknowledgement of your query by letter and follow up with a telephone call in line with our Code of Practice.

### **Enquiries by email**

For enquiries sent to us by email, we will confirm on receipt and aim to respond within two working days. Where we cannot resolve your enquiry in this time, we will resolve it in line with our Code of Practice.

## **2. Response Times**

### **Installation**

Our policy is to carry out installations for a new customer on a first-come first-served basis. In certain cases we may deviate from this for logistical and scheduling purposes. We endeavour to provide service to customers within a maximum of three weeks of receipt of application and payment. In most cases we exceed this goal by a significant margin.

A proportion of our attempted installations fail due to a number of issues usually due to 'Line-of-sight'. In such cases we close your account and refund most of the money that you have paid. We retain €30 as a contribution to our cost for sending an Installer to your premises. Your refund will be made within a maximum of 15 working days of the failure of the installation.

Health and Safety for our Customers and Staff is of utmost importance to us, as a result there may be unforeseen delays in Installation in particularly adverse weather conditions.

### **Billing**

We issue requests for payment in line with your specific contract conditions (Monthly, Quarterly or Annually). As part of our programme for waste reduction and efficiency improvement we are encouraging all of our customers to support our move to online billing and payment. All payments must be in Euro. Accounts are in default if payment is not received by the due date. If a subscriber's payment is returned by the bank as unredeemable, the subscriber will be deemed to be in default, and will also be liable for a charge of €20 and an interest charge of 1.5% per month on the outstanding balance.

Our Customer Support Team are available to assist you with your billing enquiry. We endeavour to resolve your billing enquiry at the first point of contact. In exceptional circumstances where we are dealing with a complex billing issue we endeavour to solve the issue within a maximum of five working days. In the case of a refund we

will inform you and credit your account or refund any monies within a maximum of 15 working days.

## **Service Problems**

We monitor our network and services using automated systems. These systems are operational 24 hours a day, every day. In the case of a network or service issue our on-call engineer is automatically informed of the problem and location. The on-call engineer has access to all of our management systems and can call on a backup team if required. In most cases problems are resolved without any service interruption. We have achieved a core network uptime of greater than 99.9% on a consistent basis over the past number of years. This performance is one of the best in the industry.

We strive on an ongoing basis to improve our proactive approach to problem prevention, monitoring and solution.

The service that we provide is 'Best Effort' and should not be relied on for 'Mission Critical' situations. If you have a particularly critical dependency on the Last Mile Broadband service it is advisable that you ensure that you have a contingency plan in the case where there is a problem with the service.

In the case of individual customer problems we have an ongoing program of proactive maintenance with the goal of anticipating customer problems in as many cases as possible.

If you do experience a service problem please check our FAQ page as this may have sufficient information for you to solve the problem yourself. It is our experience that the majority of customer service problems are due to local issues that are outside the scope of our network. We recommend that you keep an offline copy of our FAQ page so that you may refer to it in the event of a problem.

If you need to contact us your query will be handled in as efficient and supportive a way as possible. Our customer support staff will work through the problem with you and try to resolve the issue with you. A lot of the queries that we get involve issues of a general nature regarding e-mail services, customer networking and computer issues. Our staff are not in a position to support you on these issues and you are recommended to contact a local IT support person or your Hosting Service Provider regarding such issues.

In the case where it is not possible to solve the problem remotely it may be necessary for us to arrange for a Support Engineer to call to your premises. A suitable time and date will be agreed with you. In the case that we find that there was no problem that was the responsibility of Last Mile Broadband, our Support Engineer will clearly explain the issue and require a call-out fee of €80.

In certain cases Last Mile Broadband may suggest that a customer seeks support from a third party in an attempt to resolve a problem, all such arrangements are outside the scope of our contract with the customer and the onus is on the customer to satisfy themselves that such support is required, that the provider is competent and that they are happy to pay the third party for such service. Last Mile Broadband cannot accept any responsibility for consequential loss or charges levied by any third party in the investigation or resolution of customer problems.

### **3. Upgrade/Downgrade of Service levels**

A customer may request to have service level changed within contract. This request should be submitted in writing or by email for consideration including authorisation to amend service charge accordingly. A time period of at least 30 days should be allowed for such changes due to the following considerations:-

- Equipment may need to be updated at customer's premises
- Download restrictions will need to be managed in some downgrade situations
- Changes are activated at month end

Once the change is in place a Text message will be sent to the customer informing of same

### **4. Restriction/Blocking/Disconnection and Termination of Service**

Service provided by Last Mile Broadband may be interrupted for any of the following reasons :-

#### **Customer Request to terminate service**

A customer may request to have their service discontinued. This can be achieved by sending a letter, email or fax to Last Mile Broadband confirming the following:-

- a. That the person sending the request is the authorized representative of the subscriber who has contract with Last Mile Broadband and intends to be legally bound by the consequences this termination request
- b. That they wish to terminate the service
- c. The date of cancellation, allowing a notice period of 30 days
- d. Customer Number of account with Last Mile Broadband
- e. The address of the service being terminated
- f. Reason for termination

In the case where the equipment has been installed for less than one year the customer is bound by the terms of the contract which may includes early termination fees. Once the request has been processed, the service will be blocked on the appropriate date and the equipment will be scheduled for removal.

The customer premises equipment and the power supply remain the property of Last Mile Broadband at all times and is configured to only work with the Last Mile Broadband network. The equipment will be collected by one of our approved installers.

The customer account will remain active until all outstanding balances are cleared.

## **Non-receipt of payments due to Last Mile**

Last Mile Broadband make every reasonable effort to inform our customers regarding payment due dates. Direct Debit customers will have their nominated bank account debited with the agreed amount on or about the 1<sup>st</sup> day of each month. Invoice customers will receive their Invoice approximately two weeks in advance of the due date for payment a reminder will be sent by Text message close to the due date.

## **Direct Debit payment**

In the case where Direct Debit payment is not received by the due date the following steps are taken:

A notification is sent to the customer by Text message with the reason for payment failure

In the case that the reason for non-payment is 'Refer to payer' the Direct Debit will be automatically retried within two weeks. If the second attempt to collect money fails a Text message will be sent and the customer service will be blocked. Insufficient funds in nominated bank account on second collection attempt will be deemed as a request to discontinue service and a notification will be sent to the customer to this effect

In the case where a customer cancels their Direct Debit this will be considered in the same way as a customer request to discontinue service and a notification will be sent to the customer to this affect.

In any other case of non-payment the customer will be contacted to resolve the issue. Persistent non-payers will be declined the option to pay by Direct Debit.

## **Invoice Payment**

In the case where Invoice payment is not received by the due date the following steps are taken:-

Within a few days of the account being overdue the customer service is automatically blocked and will not be unblocked until the outstanding payment is received by Last Mile Broadband.

In the case where blocked customers do not settle their account within 14 days of due date, this will be considered in the same way as a customer request to discontinue service.

## **Discontinuation of service provision in the area**

In rare cases it may be necessary to discontinue the provision of service in a specific area. Such decisions may be made for Commercial or other reasons. Last Mile Broadband will provide as much notice as possible.

Service will be discontinued for all affected customers and existing contracts will be cancelled. Last Mile Broadband will reimburse affected customers with any service fees that have been paid in advance. Last Mile Broadband will not accept any responsibility for consequential losses due to the removal of the service.

In some instances it may be possible to provide service from an adjacent base station or using another technology.

## **Service degradation**

Due to the nature of wireless networks there may be problems with service provision from time to time. Last Mile Broadband endeavor to minimize the impact of such events. In extreme cases please refer to the section on 'Escalation of a dispute'.

## **Excess data usage**

AirMax Home customers have a data limit of 20 GBytes per rolling 30 days. The traffic (download plus upload) used by each AirMax Home customer account is automatically calculated on a daily basis. In the case where the cumulative traffic used in the previous 30 days exceeds the 20GByte limit, the customer account will be 'Restricted'. 'Restricted' service allows the customer to use low speed services such as e-mail and basic browsing. To check your data usage at any time you can log into the Last Mile Customer Information System at [customer.lastmile.ie](http://customer.lastmile.ie). Use your customer Username and Password to logon to your account.

If your account becomes 'Restricted' it will remain 'Restricted' until the calculated cumulative 30 day usage drops below 20GBytes.

The restriction system is fully automated and cannot be overridden by any member of the Customer Support Team.

## **Reconnection of Terminated service**

Reconnection of Terminated service can only take place on submission of new application form where service is taken over by a different customer or when all outstanding amounts due are processed successfully through agreed payment method on existing application form. A time delay of up to 15 working days can be expected for reconnection, depending on how soon the necessary paperwork and payment transaction can be processed.

**Accounts in default may have their service interrupted (Blocked).** Such interruption does not relieve the subscriber from the obligation to pay the monthly charge. Only a written request to terminate your service relieves you of your obligation to pay the monthly account charge. Accounts in default may be subject to a late payment charge of €20 and an interest charge of 1.5% per month on the outstanding balance. If the subscriber defaults, the subscriber agrees to pay Last Mile Broadband its reasonable expenses, including solicitor and collection agency fees, incurred in enforcing its rights under this Code of Practice.

All Customer specific information e.g. Username and Password will be preserved for 30 days after the termination of service. All data required by Government bodies will be retained in line with the relevant requirements.

The subscriber agrees that Last Mile Broadband has the right to delete all data, files or other information that is stored in the subscriber's account if the subscriber's account with the company is in default or if it is terminated, for any reason, by either Last Mile Broadband or the subscriber.

All connection service equipment except mounting brackets/mounting hardware will remain the property of Last Mile Broadband and will be recovered in the event of disconnection of service. In the case where it is not possible for Last Mile Broadband

to recover our equipment the following charges will be made to the Customer :  
Customer Premises Equipment - €300, Power Supply - €50.

## **5. Reimbursement of payments and payments in settlement of losses**

At the express written request of the customer, Last Mile Broadband will calculate the customer's 'Network Unavailability' in a specified calendar quarter. The Network Unavailability is defined as the amount of time that the Last Mile Broadband network was not made available for use by the customer in accordance with the relevant customer agreement.

Network Unavailability will not include unavailability continuing for an hour or less which a customer fails to report within 5 days or any unavailability resulting from :

- scheduled Last Mile Broadband maintenance activities,
- actions or omissions of the customer, their agents, or any customer equipment or application
- Reasons beyond Last Mile Broadband reasonable control such as, but without limitation to, any force majeure event as set out in the Customer Agreement.

At the customer's request the customer's account will be credited for each cumulative hour of Network Unavailability in any calendar quarter, in the form of pro-rata charges of the relevant Last Mile Broadband monthly rental fee. This credit will be to a maximum of 30% of the following month's monthly rental fee in each calendar quarter.

<b>Network Unavailability</b>	<b>Credit</b>
Less than 5 hours	No credit
From 5 to 10 hours	10% of next month's service fee
From 10 to 25 hours	20% of next month's service fee
Greater than 25 hours	30% of next month's service fee

The above credit represents the customer's sole remedy and Last Mile Broadband shall have no other liability to the customer for any service unavailability.

## **6. Escalation of a dispute**

If your enquiry is a dispute with Last Mile Broadband and you are not satisfied with the response or solution from our Customer Service Representative, you can ask at any time for your enquiry to be transferred to the Customer Support Manager.

If you are calling outside office hours please leave a voicemail message with your contact details and any other relevant information and the Customer Support Manager will contact you on the next working day.

In the event that you are still not satisfied you can put your complaint in writing to:

Director of Customer Operations,  
Last Mile Broadband,  
Unit 3, Block B,  
Monksland Business Park,  
Athlone,  
Co. Roscommon.

Your letter will be acknowledged within three working days.

In your correspondence, you must state clearly the background and nature of the complaint, any actions taken to date and the redress sought by you. The Director of Customer Operations will endeavour to address your complaint within a reasonable period of time.

Last Mile Broadband also agrees to participate in good faith in any dispute resolution procedure established by the Commission for Communications Regulation for the resolution of disputes.

## **7. Customer Statutory Rights**

Our Code of Practice does not affect your Statutory Rights and you can consult with third parties to seek independent advice, the following is a list of independent bodies that are particularly relevant.

Commission for Communications Regulation (ComReg) – [www.comreg.ie](http://www.comreg.ie)

National Consumer Agency – [www.nca.ie](http://www.nca.ie)

Advertising Standards Authority – [www.asai.ie](http://www.asai.ie)