



Consumer Code of Practice

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Section 1 Document Information and Control**1.1 Revision History****Revision History**

Revision #	Date	Description of Changes	Author
00	21 June 14	Document Created and Submitted	Manasoko Yakubu
01	24 Nov 14	Transfer to Document template	Morenike Ayeni
02	08 Sep 20	Document Updated and Submitted	Ifeoma Ejiofor

1.2 Document Approvers**Signature of Approvers**

Role or Title	Name	Signature	Date
Document Creator	Manasoko Yakubu		24 Nov 14
MD/CEO	Oyaje Idoko		24 Nov 14

Section 2 About Layer3

Layer3 is a leader in cloud, secure and scalable networks. We combine our knowledge of world-class technology solutions and our partnership with some of the global technology providers to design, implement and support our clients' business transformation ambitions. This includes the innovation of the data center, software, server & storage systems, mobile device management, security & network infrastructure solutions and access solutions including broadband and VPN services. These solutions are all backed by our world-class support.

Our solutions minimize risks, maximize flexibility and optimize the use of capital with results that exceed our customers' expectations.

Layer3 is made up of a management team and staff with extensive experience in the telecommunications and IT industry. Their collective experience spans over twenty years with expertise in the design and deployment of IP voice and data networks and solutions, LAN, MAN and WAN over different media such as fixed wireless, Ethernet, fiber and VSAT.

We have formed strategic alliances with leading industry players and with highly trained and dedicated professionals; we are well positioned to provide services to both local and international clients.

Broad Range of Customers

At Layer3, the success of our customers is our priority and our culture drives us to work closely with them to truly understand their business and technology needs. This has made us a solution provider of choice for some of the most demanding customers within and outside Nigeria. We work with organizations of all sizes, in every industry, in both the public and private sectors.

We pride ourselves as being one of the first companies in Nigeria to truly take advantage of emerging broadband communications technology to better serve our customers as they strive to "move into the future" of IP services.

2.1 Our Mission

We will exceed our customers' expectations by delivering cutting-edge technology solutions through an unwavering commitment to professionalism, innovation and excellent service

Section 3 How to Contact Layer3

Please feel welcome to contact us if you need advice, information, or assistance with any matter.

General Enquiries

Telephone: 09094 LAYER3 (0909 452 9373)

Website: www.layer3.com.ng

Email: info@layer3.com.ng

Our Office

Abuja: 5th Floor, IGI House, 3 Gwani Street, Off IBB Way, Zone 4, Wuse, Abuja

Lagos: Plot 1968 Jide Oki Street, Off Ligali Ayorinde Street, Victoria Island, Lagos

Section 4 Range of Services

Whichever industry you work in, whatever company you work for, Layer3 starts by asking you one simple question "how can we help you make your business more successful?" With world leading partners such as Juniper Networks, Cisco Systems, Microsoft, VMware and Zain, Layer3 brings you high performing and secure solutions that are easy to implement and use.

Our solutions include:

1. Broadband Internet
2. Network Security
3. Metro VPN
4. Cloud Services
5. Longhaul FIBER Connect
6. Virtualization
7. Managed Services
8. Professional Services

Section 5 Our Obligations

We have a number of obligations laid down as stipulated by the Nigerian Communications Commission. These cover a number of areas and are aimed at providing our customers with both choice and consumer protection. We take these responsibilities very seriously, while aiming to deliver excellent service and a range of products and services to meet our customers' expectations.

The formal details of the general terms and conditions of our contractual relationship with you can be found in your Customer Service Agreement and are also available on our website.

5.1 Getting Services Installed

Initial installation for the provision of service shall be made by us. During the term of the service contract, we shall have the right to change any of the installed equipment which we are using in providing the service to you, provided that we use reasonable efforts to minimize any inconvenience to you. We will use reasonable efforts to give you not less than seven (7) days written notice of any such change. At the effective date of such change, you must fore-go the previously- occupied equipment.

5.2 Replacement of Equipment

We reserve the right to replace the provided equipment with replacement equipment upon no less than seven (7) days' notice to you. In such circumstances, the replacement equipment shall be deemed to be the equipment for all purposes as spelt out in the provided service level agreement for the remainder of the term of the contract. All equipment supplied to you are under warranty and faulty equipment will be replaced by us at no cost, unless the terms of warranty of the equipment is seen to have been breached. In that case you will be surcharged for the replacement.

5.3 Billing and Payment

5.3.1 Service Charge:

For each calendar month of the term of the service contract, you shall be liable for payment of the service Charge. We shall invoice you for the service charge on a quarterly, bi-annual or annual basis and you shall make payment on or before the

30th day of the month preceding the commencement of the next billing period. If the service commencement date occurs on a day other than the first day of a calendar month, or the term ends on a day other than the last day of a calendar month, then the service charge for such part calendar month shall be prorated for each day of actual use of the service by you, with each month assumed to have thirty (30) days.

Billing shall commence (3) days after commissioning of service by us and upon notification of such commissioning via email or in writing by our representative. It is expected that you will carry out the required integration within this grace period.

“Commissioning of service” refers to an end-to-end test from your location to our NOC performed by our Engineer. This is regardless of whether the service has been integrated or put to use by you.

5.3.2 Currency of Payment:

Unless otherwise agreed in writing, all payments by you shall be made in Nigerian Naira without offset, unless explicitly authorized by us in the granting of an outage credit, deduction or withholding.

5.3.3 Method of Payment:

Unless otherwise agreed in writing, payments shall be made by cheques, bank drafts or by bank wire transfer to such bank account as we may specify in writing to you. Payments shall be deemed to be made only upon receipt by us of cleared funds.

5.3.4 Late Payment (TIMING FOR ISSUANCE OF BILL):

You shall receive one (1) month and one (1) week notices for quarterly and monthly payments respectively while a final reminder will be sent three (3) days before the expiration of billing cycle. If payments have not been received three (3) days and seven (7) days for clients who pay monthly and quarterly respectively into the new billing cycle, a disconnection notice shall be sent same day with a seven (7) day period in which we expect payment to be made or else you will be disconnected from the network. In the event that service is disconnected, a reconnection fee will be charged and reconnection of service may take up to 72 hours.

5.4 Fault Reporting:

5.4.1 FAULT REPAIR AND SERVICE INTERRUPTION

All faults related to our services should be reported immediately to our Helpdesk by opening a trouble ticket at the relevant severity level. Upon evaluation of the report, or throughout the course of responding to the report, we may re-classify the severity based upon this evaluation. All fault reports should be made directly to our Helpdesk through the following methods only.

Fault Reporting	
Phone	09094 LAYER3 (0909 452 9373) (24Hours)
Email	support@layer3.com.ng
Online Helpdesk	http://csportal.layer3.com.ng

Figure 1 – Fault Reporting Procedure

5.5 Suspension and Restoration of Service (SERVICE INTERRUPTION)

We may terminate our service in the event that;

- a. you are in material breach of any obligation under this terms which, if capable of remedy, is not remedied within fourteen (14) days of written notice from us specifying such breach; or
- b. you are in material breach of any obligation under this terms which is not capable of remedy; or
- c. any court of competent jurisdiction shall make a winding up order in respect of your business; or
- d. you have voluntarily commenced bankruptcy or insolvency or other similar proceedings (other than for the purpose of solvent amalgamation or reconstruction) or have insolvency, bankruptcy or other similar proceedings brought against you without your consent and the proceedings are not dismissed or effectively stayed within sixty (60) days

- of such commencement; or
- e. you have receivership, administration or other similar proceedings brought against you without your consent and the proceedings are not dismissed or effectively stayed within sixty (60) days of such commencement and provided the receiver, administrator or manager consents to such termination.

Section 6 Contract Terms and Conditions of Service

This Agreement shall be valid from the date of signature hereof and the Service shall commence from the date of commission (subject to an acceptance and sign off of the Job Completion Form by the CUSTOMER) and shall remain in full force for an initial period of 12 months except and until determined in the manner and circumstances specified in the Termination Clause

The Service may be renewed for a further period of 12 months upon such terms as may be agreed by both Parties. Either Party may indicate their intention for renewal by giving the other Party a written notice stating the terms of renewal not later than 3 months to the expiration of the initial term and the other party shall accept or refuse such notice in writing within 14 days of receiving same. Either party may also indicate their intention to terminate with a written notice of not later than 1 month to the expiration of the term. A default in this would lead to the charge for early termination as provided in the Termination Clause. In the absence of any formal notice, the agreement shall be deemed to be automatically renewed annually upon the same terms.

Section 7 TERMINATION

Without prejudice to any claim or remedies that either party may have against the other at the date of termination, either party may terminate this agreement at any time by notice to the other in any of the following circumstances:

- If the service remains suspended for a period of 14 days or more by either party giving 7 days' notice to the other.
- Where the service level becomes abysmally low and LAYER3 could not restore service to the CUSTOMER 14 days or more after receipt of notice of complaint from the CUSTOMER.
- If a party is unable to pay its debts or makes any arrangement and

compromise with its creditors or a petition for winding up is presented to any court or a receiver of the undertaking property or assets or any part thereof is appointed.

- Notice in writing having effect forthwith, if CUSTOMER shall be in persistent material breach of this agreement and shall have failed to remedy such breach within 14 days after receipt or a notice specifying the breach and requiring their remedy.
- Termination of this Agreement shall not operate as a waiver of any breach of any of the provisions hereof and shall be without prejudice to any rights liabilities or obligations of any of the parties which may arise at law as a consequence of such breach or which may have accrued up to the date of such termination or expiry.
- If this Agreement is terminated for any reason whatsoever, LAYER3 shall have the right to remove any equipment(s) it might have installed at any of CUSTOMER service locations within 7 days of such termination upon reasonable notice to the CUSTOMER

Section 8 PRODUCT WARRANTIES AND MAINTAINANCE

LAYER3 shall supply, deliver, install, test, commission, maintain and control the Service to the CUSTOMER as well as the CPE at the service location or any other location agreed by the Parties in writing.

LAYER3 obligation shall also include the overall service maintenance of such CPE during maintenance hours by competent and fully trained personnel.

Service maintenance may be provided on the CPE or any of the CPF outside maintenance hours at the request of the CUSTOMER and any such request shall attract an additional service charge at a rate to be determined by LAYER3 and communicated to the CUSTOMER.

Before the installation or commission of a link, LAYER3 shall within a reasonable time forward to the CUSTOMER such information and assistance as may be necessary to enable it effect the installation or commission of the link and the CUSTOMER shall prepare the service location for the delivery and installation of

the CPE or other service equipment and provide all necessary environmental and operational conditions for the efficient working and maintenance of the CPE to ensure the delivery of reliable link to the CUSTOMER.

LAYER3 may at its discretion and with the written consent of the CUSTOMER examine and test the CPE to ascertain its eligibility for service maintenance. If upon examination, it is determined that the CPE is eligible for service maintenance due to the fault of the CUSTOMER, the CUSTOMER shall be charged for the service maintenance.

At the completion of every service maintenance, LAYER3 personnel shall duly complete a Service Maintenance Form indicating the nature of fault reported or detected, resolution step, work done and number of hours spent which will then be signed by the representatives of both Parties.

Subject to the further provision hereinafter specified, LAYER3 shall use its best efforts in ensuring that the guaranteed service availability specified in Clause 9 is attained at all times throughout the duration of this Agreement.

Section 9 INFORMATION TO CONSUMERS (Complaints Handling, Complaints Process)

Response times are measured from the time the fault is logged via phone call or email to the support address. The Layer3 Service Desk will respond to all incidents from customers reported within 30 minutes after the fault is logged both within and after normal working hours and on a daily basis. If the fault cannot be rectified after the expiration of this time, then the escalation process will be invoked.

9.1 SPECIAL NEEDS

Customers or their authorized representatives with physical disabilities or other special needs are able to access our complaint handling processes as stated above with the 24 hour line.

9.2 CHARGES

Complaint handling processes shall be provided free of charge. However, LAYER3 reserves the right to impose a reasonable charge for complaint handling processes where investigation of the complaint requires the retrieval of records more than twelve (12) months old, and where that retrieval results in any incremental expense or significant inconvenience to the LAYER3. Any such charges shall be

identified and agreed to by the Customer before being incurred.

9.3 FURTHER RECOURSE

Customers shall be advised that, in the event they remain dissatisfied with the outcome of a complaint they may refer the complaint to identified persons or departments, within the Nigerian Communications Commission.

Section 10 ACTION ON DISPUTED CHARGES

Where the CUSTOMER fails to make payment after receipt of a disconnection notice, LAYER3 reserves the right to disconnect the CUSTOMER from the Service. In the event that the CUSTOMER is disconnected from the Service and intends to continue with same, the CUSTOMER shall communicate its intention to LAYER3 and upon payment of all outstanding sums and a reconnection fee, the Service shall be restored. Restoration of the Service may take up to 72 hours.

Notwithstanding any other provision hereof, LAYER3 may, after giving 30 business days' notice to CUSTOMER and subject to the mutual agreement of both Parties vary at any time the charges and or tariffs payable by the CUSTOMER for the service provided hereunder after the expiry date of the initial term created by this Agreement.

In the event of a dispute on the amount billed the CUSTOMER (either in part or whole) for the Service for any given period, the CUSTOMER shall communicate same to LAYER3 within 30 days of the issue of the bill. Upon notification by the CUSTOMER, the Parties shall thereafter meet and resolve the same.

During the pendency of a dispute and provided services are not withdrawn, CUSTOMER shall continue to pay the already agreed rate with LAYER3 until the dispute is resolved after which the agreed terms of settlement will be implemented.

Subject to the eligibility of the CUSTOMER to pay taxes and in accordance with the provisions of Value Added Tax Act, all services invoiced shall attract VAT at the applicable ruling rate.

Section 11 DATA COLLECTION AND ANALYSIS OF COMPLAINT & OUTCOME

LAYER3 may at its discretion and with the written consent of the CUSTOMER examine and test the CPE to ascertain its eligibility for service maintenance. If upon examination, it is determined that the CPE is eligible for service maintenance due to the fault of the CUSTOMER, the CUSTOMER shall be charged for the service maintenance.

At the completion of every service maintenance, LAYER3 personnel shall duly complete a Service Maintenance Form indicating the nature of fault reported or detected, resolution step, work done and number of hours spent which will then be signed by the representatives of both Parties.

11.1 RETENTION OF RECORDS.

At the completion of every service maintenance, LAYER3 personnel shall duly complete a Service Maintenance Form indicating the nature of fault reported or detected, resolution step, work done and number of hours spent which will then be signed by the representatives of both Parties. Information collected and recorded as part of our complaint handling processes shall be retained by Licensees for at least twelve (12) months following resolution of a complaint.

Section 12 OTHER INFORMATION

This Consumer Code of Practice is a brief and accessible summary of the terms under which we provide services to our customers.

Our customer specific terms and our standard Service Level Agreement (SLA) set out the full terms under which we provide all services to our customers. They govern the contract between you and us for the provision of those products or services. Our customer specific terms set out the main contractual terms, while our standard SLA, where applicable, describes how and when we will pay compensation to you, as described in this Consumer Code of Practice.

If any discrepancy exists between this Consumer Code of Practice, our customer specific terms and/or our SLA, then our SLA, followed by our customer specific terms, will both take precedence over this Consumer Code.

You can request for our SLA from our customer care department at support@layer3.com.ng

