

Service Schedule for BT Business Broadband Access Service

1. SERVICE DESCRIPTION

Service Overview

- 1.1 The Service provides high speed network access in the United Kingdom to the internet, a range of internet services, helpdesk services and applications, for business purposes as described at <http://business.bt.com/products-and-services> and will be provided to the Customer at the Site.
- 1.2 The Service may be ordered either by:-
- (a) telephone or online at <http://business.bt.com/broadband-and-internet/internet-access/broadband> (this does not apply to the activation only installation option) or via BT's approved third party channels; or
 - (b) the Customer signing an AX, customer requirement or other form which BT provides to the Customer.

Service Start Date

- 1.3 Before BT can be certain that it can provide the Customer with the Service, it needs to successfully complete a line test and survey.
- If the line test and survey reveal that BT cannot provide the Service to the Customer, BT will notify the Customer as soon as possible and the Service will be cancelled immediately without liability to either party.
- 1.4 BT will advise the Customer of the date the Service will be activated.

Minimum Period

- 1.5 The Service will have a Minimum Period of 12 or 24 months from the Service Start Date depending upon the Minimum Period that the Customer agrees to when it applies for the Service.

2. SERVICE LEVELS

Fault Repair

- 2.1 BT will repair all reported faults as soon as it reasonably can.
- 2.2 BT's hours of work for fault repair are those applying to Standard Care, as set out in the BT Price List.
- 2.3 If, during a Service outage, BT makes use of the unmetered Broadband backup dialler available to the Customer, the Customer should be aware that this service is not intended to be "always on". Accordingly, BT can suspend or terminate the Customer's access to the Service, as explained in clause 6 of the Conditions if it thinks that:-
- (a) the Customer's Internet connection is online for 12 hours or more in a 24 hour period; or
 - (b) the Customer's computer (or another device) is automatically redialling its internet connection.
- 2.4 If, during a Service outage, the Customer is using the unmetered broadband backup dialler, it should limit its online sessions to 2 hours. To maintain the quality of service to the Customer and other customers, BT reserves the right without notice to impose physical limits to ensure online sessions do not exceed 2 hours and / or to ensure periods of inactivity do not exceed 20 minutes. The Customer may reconnect to the Internet by using its dial-up connection.

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3. RESPONSIBILITIES OF THE CUSTOMER AND BT

General

- 3.1 The Customer will need a BT enabled phone line. This phone line may be provided by BT directly or by another provider of the Customer's telephone services. The Customer needs to be the account holder or have the written authority from the account holder to use the phone line for the Service.
- 3.2 The Customer will need to provide a suitable location (including adequate ventilation) at the Site for any BT Equipment and Customer Equipment.
- 3.3 The Customer must access the Service through the software provided by BT or in an alternative way permitted by BT, and the Customer must not attempt to circumvent any security measures in the Service.

4. CHARGES

General

- 4.1 The Customer must pay the charges for the Service and for any equipment that it purchases from BT. These charges are set out in the Charges Schedule.
- 4.2 Any credits to be applied to the Customer's bill will be applied by BT in arrears.
- 4.3 If the Customer does not notify BT of an address to which bills may be sent, BT will send the bills to the installation address for the Service.
- 4.4 Payment is due within 28 days of the date of BT's bill.
- 4.5 The late payment charge payable under clause 4.12 (a) of the Conditions is set out in the Charges Schedule.
- 4.6 If the Customer changes its service to a lower priced BT Business Broadband service BT will charge a downgrade fee which is set out in the Charges Schedule.
- 4.7 Unless otherwise agreed by the Customer, payment will not be made by direct debit or monthly payment plan.
- 4.8 Clause 4.9 of the Conditions will not apply to this Service.
- 4.9 The abortive visit charge referred to in paragraphs 5.4 and 5.5 below is set out in the Charges Schedule.

Service Cancellation terms and Charges

- 4.10 The cancellation charges referred to in clause 6.1 of the Conditions are:-
 - (a) for the cost of any work BT has had to carry out and/or money BT has spent in getting ready to provide the Service as set out in the Charges Schedule; and
 - (b) an equipment charge as set out in paragraph 5.12 below.

Early Termination Charges

- 4.11 The termination charges referred to in clause 6.3 of the Conditions are any subscription, rental, and any other recurring charges (including inclusive usage charges) for any remaining part of the Minimum Period.

Ending Service

- 4.12 If the Customer ends the Contract after the expiry of the Minimum Period and does not request and use a migration access code (MAC) or other recognised transfer process to move to another service provider, the

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Customer must pay a cease charge which is set out in the Charges Schedule. A cease charge will not be payable where the Customer moves to a new Site and BT is unable to provide the Service at the new Site.

5. ADDITIONAL CONDITIONS

Temporary loss of service

- 5.1 During activation of the Service, the Customer may experience a temporary loss in its telephone service. This is because the Customer's existing connection needs to be replaced to allow it to access the Service.
- 5.2 Where a Customer re-grades from one broadband service to another broadband service the Customer will experience interruption to the Service. This is because of the installation activities BT needs to undertake.

Fibre broadband installation

- 5.3 At the time of order placement BT will make an appointment with the Customer for installation and configuration of the Service at the Site. Appointments for installation are available between 08:00 and 18:00 on Working Days and are provided on the basis of a two hour time-slot during which the BT engineer will arrive at the Site.
- 5.4 The Customer must provide BT with access at the time that the parties agree for the appointment. If BT is unable to gain access at this time to the Site, BT reserves the right to charge the Customer for an abortive site visit.
- 5.5 Prior to the appointment date BT will despatch equipment to the Customer that is needed by BT for connecting to the Service as part of its installation activities. BT reserves the right to charge the Customer for an abortive site visit if BT is delayed in its installation activities because the Customer fails to make such equipment available to BT on arrival at the Site.
- 5.6 The equipment to provide fibre broadband is connected to the Customer's master telephone socket. BT can provide and install a data extension kit up to 30 metres in length at no additional charge, should the Customer require the equipment to be located at a distance from the master telephone socket. The route the data extension kit will run will be agreed between BT and the Customer at the time of installation.
- 5.7 Where the Customer is re-grading from a non fibre broadband service BT will transfer settings from the Customer's existing BT Business Hub to the BT Business Fibre Hub.
- 5.8 As part of the installation the BT engineer will connect one Customer computer to the Service to prove the Service is working. The Customer must provide a computer with either a Windows or Mac operating system that:
- (a) is fully operational at the time of the engineer visit (including free of viruses); and
 - (b) is located within close proximity to the Customer's connection point and power outlet for the Service.
- 5.9 BT recommends that, prior to BT's visit to the Site to undertake installation of the Service, the Customer backs up any data stored on the Customer's computer. BT accepts no responsibility for any data that may be lost.
- 5.10 If the Customer does not wish BT to connect its computer to the Service as set out above, the BT engineer's laptop will be used to prove the Service is working.
- 5.11 If the Customer does not wish to use BT provided equipment (including the BT Business Fibre Hub) with the Service, the Customer can connect its own equipment once BT has proved the Service to be working. The Customer is responsible for ensuring that its equipment is compatible with the Service.

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Return of equipment

5.12 BT may require the Customer to return to it:-

- (a) any equipment provided by BT if the Contract is cancelled or ended under clauses 6 or 9.1 (c) of the Conditions; or
- (b) any faulty equipment if the Customer has been provided by BT with equipment to replace faulty equipment,

such equipment must be returned to BT in the prepaid postage package BT sends to the Customer. If the Customer does not return the equipment to BT within 14 days of receiving the prepaid postage package, the Customer may be charged for the equipment. This charge may include the retail price of the equipment, postal charges for both initial despatch and the prepaid return package and a reasonable administration charge.

5.13 The Customer is responsible pursuant to Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery and environmentally sound disposal of any equipment supplied under this Contract which has become waste electrical and electronic equipment. BT and the Customer acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations.

Network management

5.14 BT may take action to manage network performance during periods where there is high demand which may include line speed reductions, application and protocol management.

Fair Use Policy

5.15 The Customer must use the Service in accordance with the Fair Use Policy. If the Customer does not do so, BT will take the action set out in the Fair Use Policy, which may include reducing the speed at which the Customer is able to use the Service at peak times or ending this Contract.

5.16 BT Business Total Broadband Option 1 includes a monthly data transfer allowance as set out at http://business.bt.com/terms/pdf/BTB_access_service_charges-new.pdf. This allowance expires at the end of each calendar month and cannot be transferred to a subsequent month if unused. BT will notify the Customer once it has reached 80% of its allowance. If the Customer subsequently exceeds its allowance, BT reserves the right to charge the Customer for its extra usage, or end the Contract, or upgrade the Customer to another Service option that is better suited to the Customer's usage.

5.17 The Customer acknowledges that BT may, without notice, delete all e-mails from any e-mail account provided to the Customer as part of the Service if that e-mail account has not been accessed for over 12 months.

Static IP Addresses

5.18 If the Customer chooses to opt for Static IP or a range of Static IP addresses provided by BT:-

- (a) an administrative charge may be applied to the Customer's account if it downgrades its IP status leading to a decrease in the rental charge;
- (b) BT is not responsible under the Contract for providing any technical or other support to the Customer's Local Area Network;
- (c) the IP addresses that are allocated to the Customer are for use in connection only with the Service and the Customer will not gain any ownership rights in those IP addresses. The Customer must not sell them or agree to transfer them to anyone else or try to do so.

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- (d) if the Contract is terminated for any reason the IP addresses will revert to BT.

Web site(s)

- 5.19 Where the Service allows, the Customer may be able to set up its own web site(s) as part of the Service. If the Customer does so, the Customer:-
- (a) is responsible for the material that it or anyone else puts on its web site(s);
 - (b) must include its contact details (e.g. email address) clearly on its web site(s);
 - (c) must ensure that material on its web site(s) and the use of it must not in any way be unlawful;
 - (d) must in particular ensure that all necessary licences and consents (including those from owners of copyrights, performing rights and any other relevant intellectual property rights) have been obtained.

Limits of Liability

- 5.20 Subject to clauses 7.2, 7.3 and 7.4 of the Conditions, the Customer and BT accept liability to the other in contract, tort (including negligence), breach of statutory duty or otherwise for direct loss limited to:
- (a) £1,000,000 for loss of or damage to physical property in any period of 12 consecutive months; and
 - (b) £500,000 for all other loss or damage arising from any one incident or series of connected incidents and £1,000,000 for all incidents in any period of 12 consecutive months.

Resale

- 5.21 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any one else.

Notices

- 5.22 In addition to the addresses stated in clause 9.9 (b) of the Conditions, notices may be delivered to the Customer at the primary email address that BT provides to the Customer on registration for the Service.
- 5.23 BT will also notify the Customer of any changes that BT makes to the Contract under clause 5 of the Conditions at the primary email address that BT provides to the Customer on registration for the Service.

6. SERVICE LEVEL GUARANTEES

- 6.1 For BT Business Broadband Network there are two levels of Service Level Guarantee ("SLG"):
- (a) for BT Business Broadband Network: a guaranteed repair within 24 hours of a qualifying fault being reported to the BT Business Broadband Technical team; and
 - (b) for BT Business Broadband Network Premium: a guaranteed repair within 8 hours of a qualifying fault being reported to the BT Business Broadband Technical team.
- 6.2 A qualifying fault under the SLG is either:-
- (a) Internet connectivity - if the Customer has no end-to-end IP connectivity between the Internet and the ethernet interface at the Site;
 - (b) Email availability - if the Customer can't send and receive email via the BT Business Connect mail platform;

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- (c) Web site availability - if third parties can't access the Customer's BT Business Broadband-hosted web site via the Internet.
- 6.3 If the qualifying fault isn't repaired within the specified time, the Customer may claim a service level credit, by completing an online SLG claims form at <http://www.bt.com/business/serviceguarantee>, within 90 days of the end of the month in which the fault was reported.
- 6.4 BT will confirm receipt of the Customer's claim within 24hrs of receipt and will aim to complete its investigations into the claim within 7 Working Days.
- 6.5 If BT's investigations confirm that a qualifying fault wasn't repaired within the specified time and that the exclusions stated in paragraph 6.7 do not apply, BT will apply a Service Level total credit of £25 against the advanced rental due on the broadband line experiencing the fault.
- 6.6 The SLG will not apply where:-
- (a) the Customer fails to provide BT with access to the Site at any time of day to diagnose or repair the qualifying fault;
 - (b) the qualifying fault is due to the Customer's failure to comply with its obligations under the Contract; or
 - (c) BT's failure is due to matters beyond its reasonable control as set out in clause 9.1 of the Conditions.

7. DEFINITIONS

In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:-

- BT Price List** the document containing a list of BT's charges and terms that apply to BT access services and which can be seen at: <http://www.bt.com/pricing> (or any other on-line address that BT may advise the Customer).
- Fair Use Policy** BT's fair use policy set out at <http://business.bt.com/broadband-and-internet/internet-access/broadband/fair-use-policy>
- Charges Schedule** the list of charges for the Service located at <http://business.bt.com/broadband-and-internet/internet-access/broadband/terms> (or any other online address that BT may advise the Customer).