



# BT Business Broadband Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

## Part A – The Broadband Service

### 1 Service Summary

BT will provide you with an internet access service available in a range of options and delivered over a compatible Access Line using traditional copper wiring, fibre optic cabling or a combination of both (depending on the geographical area where BT provides the Broadband Service), comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the “**Broadband Service**”).

### 2 Standard Service Components

BT will provide you with all of the following standard service components (“**Standard Service Components**”) in accordance with the details set out in any applicable Order:

#### 2.1 Internet access

BT will provide you with access to the Internet in accordance with the Service Option you have chosen as set out in Paragraph 3.

#### 2.2 Email addresses

If available in the Value Added Service Annex, BT will provide you with email addresses, as set out in and according to the terms of the Value Added Services Annex.

#### 2.3 Web-space

If available in the Value Added Service Annex, BT will provide you with web-space, as set out in and according to the terms of the Value Added Services Annex.

#### 2.4 Unlimited BT Wi-fi Access

- 2.4.1 BT Wi-fi Access includes connection to the BT Network and if required the Internet, but is independent from your network that is linked to the Broadband Service and to any services connected to your network.
- 2.4.2 You may connect to the Internet using BT Wi-fi Access using your Customer Equipment and login name and password when you are located within the radio frequency coverage area of a BT Site. BT may restrict access to, or respond to a request from one of BT’s BT Wi-fi Partners to restrict access to, specific websites at a BT Site.
- 2.4.3 You may access BT Wi-fi Access using:
  - (a) an alternative wireless data service where BT has an agreement with the alternative wireless data service provider for such access. Details of BT’s alternative wireless data service providers are set out at BT’s BT Wi-fi Web Page; and
  - (b) a BT Hub where your Customer Equipment (including smart phones, tablets and other similar devices capable of connecting to the Internet) is within range of the BT Hub and you enter the correct user credentials or access code provided to you by BT from time to time.
- 2.4.4 If you receive an error message when accessing the Internet using BT Wi-fi Access (for example, if you type an address incorrectly or access a broken link or hyperlink) BT may provide results that BT thinks relevant or helpful to you. BT will assume you have given BT permission to do this if you continue to use BT Wi-fi Access.
- 2.4.5 BT Wi-fi Access is dependent on the suitability of your Customer Equipment (including smart phones, tablets and other similar devices capable of connecting to the Internet) and, if applicable, your network. Your Customer Equipment and network are not provided as part of the Broadband Service.
- 2.4.6 BT will not authorise or guarantee access to any of the BT Sites for you to use BT Wi-fi Access or guarantee that BT Wi-fi Access will continue to be available from a specific BT Site.
- 2.4.7 BT will not guarantee the security of BT Wi-fi Access against unlawful access or use. You will ensure that you implement adequate internal security policies to stop unlawful access to or use of BT Wi-fi Access.



- 2.4.8 Subject to Paragraph 2.5, BT Wi-fi Access provided under this Contract is intended for your own use only and you will not share it publicly or with any third parties.
- 2.4.9 If you make the Broadband Service available to third parties in breach of Paragraph 2.4.8:
- (a) it is your responsibility to filter Content and to comply with all relevant safety and security regulations or laws for publicly sharing BT Wi-fi Access;
  - (b) BT will not be responsible for filtering any Content and will have no liability to you or any third party for any harm, distress or damage resulting from your breach of Paragraph 2.4.8 and you will indemnify BT against any such claims; and
  - (c) BT may terminate the BT Wi-fi Access, the Broadband Service or the Contract.
- 2.5 **Guest Wi-fi**
- 2.5.1 BT will provide you with a wireless data connection that enables Guest Wi-fi Users to access the Internet at your Site without using your private network (“**Guest Wi-fi**”).
- 2.5.2 If you offer Guest Wi-fi to Guest Wi-fi Users:
- (a) you will have a compatible BT Hub that accesses the Broadband Service;
  - (b) you will activate Guest Wi-fi in accordance with any instructions provided by BT; and
  - (c) the number of Guest Wi-fi Users is limited to 13 at any time.
- 2.5.3 Unless BT agrees with you otherwise, BT may restrict, block or control Guest Wi-Fi Users’ access to specific websites including, but not limited to, websites that contain the following content:
- (a) criminal skills;
  - (b) drugs;
  - (c) hacking;
  - (d) hate;
  - (e) pornography;
  - (f) self-harm and suicide;
  - (g) violence and gore; and
  - (h) weapons.
- 2.5.4 BT is not responsible and has no liability for use of Guest Wi-fi by Guest Wi-fi Users. You will be liable for any use of Guest Wi-fi by your Guest Wi-fi Users.

### 3 Service Options

BT will provide you with any of the following options that are selected by you as set out in any applicable Order (“**Service Options**”) and in accordance with the details set out in that Order and as set out in Section 52, Part 6 of the BT Price List:

- 3.1 **BT Business Broadband**
- 3.1.1 Wires Only;
  - 3.1.2 Broadband;
  - 3.1.3 Broadband Unlimited; or
  - 3.1.4 Broadband Premium.
- 3.2 **BT Business Infinity**
- 3.2.1 Broadband (Fibre);
  - 3.2.2 Infinity Essential;
  - 3.2.3 Infinity;
  - 3.2.4 Infinity Unlimited;
  - 3.2.5 Infinity Premium;
  - 3.2.6 Infinity Ultra; or
  - 3.2.7 Infinity on Demand.
- 3.3 **BT Business Ultrafast**
- 3.3.1 Ultrafast 1; and
  - 3.3.2 Ultrafast 2.
- 3.4 **BT Hubs**
- 3.4.1 You may order a BT Hub with the Broadband Service which may incur a Charge.



- 3.4.2 You may connect a Compatible Hub to the Broadband Service once BT has confirmed to you that the Broadband Service is working.
- 3.4.3 Where you order a BT Hub, risk and title in the BT Hub will pass to you in accordance with Paragraph 15.2.
- 3.4.4 BT will not guarantee the continuing availability of the BT Hub. BT may add to, substitute or discontinue BT Hubs.
- 3.4.5 If you connect your Compatible Hub to the Broadband Service instead of the BT Hub, you will re-connect the BT Hub in the event of an Incident to allow BT to undertake diagnostic activities.
- 3.5 BT Tech Heads™**
- 3.5.1 Where BT includes access to BT Tech Heads™ as part of the Broadband Service, BT will provide remote access technical support, including basic troubleshooting, to you on the hardware, applications and operating systems set out at [http://btbusiness.custhelp.com/app/answers/detail/a\\_id/15279](http://btbusiness.custhelp.com/app/answers/detail/a_id/15279):
- (a) on up to three personal computers (“PCs”) or Apple Macs you register with BT (excluding mobile devices, mobile handsets, tablets and other similar device); and
  - (b) 24x7x365.
- 3.5.2 BT may introduce a limit, by giving you Notice, on the duration of time for which support is provided on any PC or Apple Mac, if BT considers your use of the support to be excessive or detrimental to BT’s ability to provide support to other customers generally.
- 3.5.3 BT will not guarantee that it will be able to remedy all Incidents you report or that BT will be able to advise on all Broadband Service related issues.
- 3.5.4 BT will not be liable for any failures in the supported applications and operating systems that cannot be resolved using the Broadband Service, or for your failure to correctly follow BT’s advice and recommendations.
- 3.5.5 BT recommends that you regularly and frequently back-up any stored data. BT will not be liable for loss or corruption of any data.
- 3.5.6 You will:
- (a) take appropriate steps to maintain and safeguard your information technology system through regular data back-up, running current virus software and adopting other appropriate security or maintenance procedures;
  - (b) install and keep installed any diagnostic and/or technical support software to assist in the technical support process as BT may advise from time to time. If you do not install such software BT may either provide you with a reduced scope of support or withdraw support totally;
  - (c) allow BT access to your registered Customer Equipment using a remote access client;
  - (d) allow BT to collect and securely store technical details of the registered Customer Equipment, LAN and connected devices, for BT’s use during diagnosis and support; and
  - (e) allow BT’s technical support agents to create systems administration accounts on your registered PCs or Apple Macs and to keep these accounts active and unchanged as required for BT to deliver the Broadband Service.
- 3.5.7 You agree:
- (a) that the removal of Malware and complex fixes, as BT may determine, are specifically excluded from the scope of support but may be available upon request at an additional charge; and
  - (b) that, if an Incident is due to failure of your Customer Equipment which is not covered by BT’s BT Tech Heads™ service, you are responsible for the costs of repair or replacement.
- 3.6 Microsoft® Office 365**
- 3.6.1 If available in the Value Added Service Annex, you may download and use Microsoft® Office 365 Business Essentials or Microsoft® Office 365 Business Premium depending on the Service Option you select, as set out in the Value Added Services Annex.
- 3.6.2 You agree that, where Microsoft® Office 365 is available in the Value Added Services Annex, BT provides Microsoft® Office 365 subject to the terms for Microsoft® Office 365 set out at <https://business.bt.com/content/dam/bt-business/pdfs/terms/legacy/bt1161.pdf>
- 3.7 Static IP Addresses**
- 3.7.1 BT will allocate the number of static IP Addresses as ordered by you, for your own use in connection with the Broadband Service.
- 3.7.2 BT may charge the administrative Charge set out in Section 52, Part 6, Sub-part 3 of the BT Price List if, at any time, you reduce the number of static IP Addresses from the number initially ordered.



### 3.8 4G Assure

- 3.8.1 BT will provide you with 4G Assure from the Service Start Date:
- (i) free of charge, if you have ordered Broadband Enhanced, Fibre Enhanced, Superfast Enhanced, Ultrafast 1 Enhanced or Ultrafast 2 Enhanced; or
  - (ii) for a Charge, if you have ordered Broadband Essential or Superfast Essential.
- 3.8.2 BT will provide you with a 4G Dongle and a Docking Station.
- 3.8.3 If any element of your Broadband Service, other than 4G Assure, fails and you have switched over to the BT 4G network, BT may contact you to resolve the Incident with your Broadband Service.
- 3.8.4 Notwithstanding Clause 18 of the General Terms, if you use 4G Assure in breach of Paragraph 8.2.12 or Paragraph 8.2.13 and additionally Clauses 6.6 and 12.3 of the General Terms, BT may without notice terminate or Freeze 4G Assure.

## 4 Service Management Boundary

- 4.1 BT will provide and manage the Broadband Service as set out in Parts B and C of this Schedule and as set out in the Order, up to the BT Hub or, if you do not use a BT Hub, up to the Network Terminating Unit (“**Service Management Boundary**”).
- 4.2 BT will have no responsibility for the Broadband Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Broadband Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT will not be responsible under the Contract for providing any technical or other support to your LAN.
- 4.5 BT will not be responsible in any way for any electronic communications services provided by any other Communications Provider and you are responsible for making applications to such providers, for compliance with their terms and for payment of any charges.

## 5 Associated Services and Third Parties

- 5.1 You will have the following service in place that will connect to the Broadband Service and is necessary for the Broadband Service to function and will ensure that this service meets the minimum technical requirements that BT specifies:
- 5.1.1 for 4G Assure, sufficient 4G signal, electrical power to your Site and a BT Hub;
  - 5.1.2 Unless you select Infinity Ultra or Infinity On Demand (which provide fibre to the premises), you will need a BT enabled Access Line (“**Enabling Service**”); and
  - 5.1.3 a Compatible Hub if you choose to use your own Customer Equipment to connect to the Broadband Service in accordance with Paragraph 3.4.2.
- 5.2 The BT enabled Access Line may be provided by BT (under a separate contract) or by another Communications Provider. You will need to be the account holder, or have written authority from the account holder to use the Access Line for the Broadband Service.
- 5.3 If you cease to have a BT enabled Access Line (whether provided by BT or a third party) for whatever reason, the Broadband Service will automatically cease, the Contract or the Broadband Service will terminate and you will pay a cease Charge as set out in Paragraph 10.6. If this occurs during the Fixed Connection Period, you will pay BT Termination Charges as set out in Paragraph 11.
- 5.4 If BT provides you with any services other than the Broadband Service (including, but not limited to any Enabling Service), this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.5 BT will not be liable for failure to, or delay in, supplying the Broadband Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

## 6 Specific Terms

### 6.1 Changes to the Contract

- 6.1.1 Subject to the remainder of this Paragraph 6.1, BT may amend the Contract (including the Charges) at any time by either:
- (a) publishing the amendment online at [www.bt.com/pricing](http://www.bt.com/pricing) and/or [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises you of); and/or
  - (b) by giving reasonably prior Notice to you.
- 6.1.2 If BT amends:
- (a) the General Terms, this Schedule, any applicable Annex, or the Order; and/or



- (b) the Recurring Charges (excluding where applicable any Charges for Add-Ons), and the amendment is not exclusively to your benefit, BT will Notify you at least 30 days before the change is to take effect and Paragraph 6.1.5 will apply.
- 6.1.3 If BT amends any Charges (other than Recurring Charges, Charges for Add-Ons, or one-off Charges), and the amendment is of material detriment to you, BT will Notify you at least 30 days before the change is to take effect and Paragraph 6.1.5 will apply.
- 6.1.4 Where applicable, if BT makes an amendment to an Add-On (including any applicable Charges for Add-Ons) which is not exclusively to your benefit, BT will Notify you at least 30 days before the change is to take effect and you may terminate the Add-On that is changing (only) by giving us Notice within 30 days of the date of BT's Notice of the change.
- 6.1.5 Where BT makes an amendment under Paragraph 6.1 to which this Paragraph 6.1.5 is stated to apply, you may terminate the Contract for the Broadband Service without paying Termination Charges provided that:
- (a) you give Notice to BT within 30 days after the date of BT's Notice; and
- (b) you pay all Charges for the Service that are performed during the 30 day notice period.
- 6.1.6 Paragraphs 6.1.2 to 6.1.4 (inclusive) do not apply to Bespoke Contracts. If you have a Bespoke Contract and BT makes an amendment to the Contract (including to the Charges) that causes you material detriment, BT will Notify you at least 30 days before the change is to take effect and Paragraph 6.1.5 will apply.
- 6.1.7 Nothing in this Paragraph 6.1 will affect BT's right to make amendments to the Contract (including the Charges) to comply with Applicable Laws, or to implement administrative changes that have no negative impact on the performance of the Broadband Service. Paragraphs 6.1.5 and 6.1.6 will not apply to such amendments.
- 6.2 Annual Price Increase**
- 6.2.1 BT reserves the right to include an annual increase to Recurring Charges (rounded up to the nearest whole pence) by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus ii) 3.9% ("**Annual Price Increase**").
- 6.2.2 If applicable the Annual Price Increase will take effect on bills dated on or after 1st April of each year. If the CPI figure is negative in the relevant year, BT will only increase Recurring Charges by 3.9%. The change to Recurring Charges as a result of the Annual Price Increase will not give you the right to terminate the Contract without paying Termination Charges.
- 6.2.3 The products and services to be included in an Annual Price Increase are set out online at the following link: [BT Price List](#).
- 6.3 Termination for Convenience**
- 6.3.1 For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Broadband Service or any Order by giving 30 days' Notice to the other.
- 6.3.2 If you terminate the Broadband Service in accordance with Paragraph 6.3.1 and you have 4G Assure provided as a Service Option, both the Broadband Service and 4G Assure will terminate on expiry of the Notice set out in Paragraph 6.3.1.
- 6.4 Fixed Connection Period**
- At the end of the Fixed Connection Period, unless one of us gives Notice to the other of an intention to terminate the Broadband Service in accordance with the Contract:
- (a) BT will continue to provide the Broadband Service;
- (b) the Charges applicable during the Fixed Connection Period will cease to apply and BT will invoice you the Charges applicable to a customer buying the relevant Broadband Service on a 12 month Fixed Connection Period, as set out in Section 52, Part 6 of the BT Price List from expiry of the Fixed Connection Period; and
- (c) both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.5 Service Start Date**
- Where the Broadband Service is to be provided at more than one Site, the Service Start Date is when the Broadband Service is made available at the first Site.
- 6.6 Minimum Guaranteed Download Speed**
- 6.6.1 This Paragraph 6.6 will not apply when you are using 4G Assure.
- 6.6.2 When BT receives your Order, and before the Service Start Date, BT will provide you with:



- (a) an estimate of your normally available upload and download speed ranges for each of your Access Lines;
- (b) the Minimum Guaranteed Download Speed that you may expect for each of your Access Lines; and
- (c) an explanation of the factors that may affect your upload speed range, download speed range and Minimum Guaranteed Download Speed found at [www.bt.com/mybroadbandspeed](http://www.bt.com/mybroadbandspeed).

6.6.3 If, after 10 days following your Service Start Date, the line speed for a particular Access Line is regularly at or below the Minimum Guaranteed Download Speed, you may report an Incident to the Service Desk in accordance with Paragraph 9 and BT will try to resolve the Incident.

6.6.4 If:

- (a) your Access Line speed is continuously or intermittently below the Minimum Guaranteed Download Speed for three consecutive days after reporting the Incident to BT in accordance with Paragraph 6.6.3; and
- (b) BT is unable to resolve the Incident within 30 days from when you first reported the Incident to BT in accordance with Paragraph 6.6.3,

you may terminate the Broadband Service and any Dependent Product associated with that particular Access Line with immediate effect any time from the end of the 30 day period from when you first reported the Incident to BT in accordance with Paragraph 7.4.3.

6.6.5 If you exercise your right to terminate your Broadband Service and any Dependent Product in accordance with Paragraph 6.6.4:

- (a) you will not be liable to pay any of the Charges set out in Paragraph 10.6 and Paragraph 11 (other than the Charges set out in Paragraph 11.1.1);
- (b) BT may request you return the BT Hub to BT using any pre-paid postage that BT provides to you; and
- (c) any Service Options listed in Paragraph 3 or in the Value Added Services Annex that BT provides to you as part of the Broadband Service you have terminated will also terminate.

### 6.7 Installation of the Broadband Service.

6.7.1 Where you install the Broadband Service, BT will:

- (a) send the BT Hub to you for your installation; and
- (b) advise you when the Broadband Service has been activated.

6.7.2 Where you install the BT Hub, you will promptly install the BT Hub in accordance with any instructions BT provides and any delay in installing the BT Hub will result in the Broadband Service not being available.

6.7.3 Where BT agrees to install the BT Business Infinity Service or the BT Business Ultrafast Service:

- (a) BT will make up to two appointments with you for installation and configuration of the Broadband Service at the Site, at the time of Order placement;
- (b) appointments will be between 0800 and 1800 on Business Days for the BT Business Infinity Service or between 0700 and 1900 on Business Days for the BT Business Ultrafast Service (unless BT agrees otherwise);
- (c) you will provide BT with access at the times that we both agree for the appointment(s);
- (d) before the appointment date BT will despatch any equipment to you that BT needs for connecting to the Broadband Service as part of BT's installation activities;
- (e) where you agree that BT may install voice wiring at the same time as installation of the Broadband Service, you agree and accept that no voice service will be provided over that wiring under this Contract;
- (f) in order to provide the Broadband Service to you, BT may be required to request a permit under the Traffic Management Act 2004 ("**TMA**"). If you miss or change an appointment date(s) and BT is unable to complete provision of the Broadband Service within the period of the TMA permit, you will pay BT for any additional TMA permit charges;
- (g) to install your BT Business Infinity Service, depending on the option you choose, BT will:
  - (i) connect BT Equipment to your master telephone socket;
  - (ii) install BT Equipment both to the outside of your Site and within the Site (optical termination point) (if BT considers it necessary);
  - (iii) install the BT Hub;
  - (iv) install a battery backup unit if an optical termination point is fitted (if required). Where a battery backup unit is installed, you are responsible for the ongoing replacement of batteries by contacting the Service Desk;
  - (v) connect one computer to the Broadband Service. Your computer will:
    - i. have a Microsoft Windows or Apple Mac operating system;





- ii. be fully operational and virus free at the time of the BT engineer's visit; and
  - iii. be located within close proximity to your Network Terminating Unit and power outlet for the Broadband Service;
- (h) BT recommends that, before the BT engineer's visit to the Site, you back up any data stored on your computer. BT will not be liable for any data lost during installation; and
- (i) if you do not wish BT to connect your computer to the Broadband Service as set out in Paragraph 6.7.3(g)(v), BT's engineer will connect the Broadband Service to a BT laptop to prove the Broadband Service is working.

### 6.8 Access to Emergency Services

The Broadband Service does not provide the ability for Users to call the emergency services by dialling "999" or "112" and that you should make alternative arrangements to cover this, including maintaining a fixed telephone number.

### 6.9 Content

6.9.1 Where BT provides you with Content, you acknowledge that:

- (a) the use of Content is at your own risk;
- (b) the Content may change from time to time;
- (c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
- (d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (e) BT will not guarantee the accuracy or completeness of the Content;
- (f) some of the Content will have its own terms which may be displayed online or elsewhere. You will comply with any applicable terms when accessing Content; and
- (g) access to any Content provided on a subscription basis as part of the Broadband Service will cease when this Contract ends.

6.9.2 Depending on the Service Options you select, BT may provide you with the means of storing or uploading Content.

6.9.3 BT will have no obligation to store Content or any responsibility if stored Content is lost or deleted.

6.9.4 BT recommends that you save copies of information you wish to keep on other devices not connected with the Broadband Service.

### 6.10 Access to the Internet

The use of the Internet is at your own risk.

### 6.11 Dispute Resolution

BT will try to resolve any complaint or dispute that you may have with BT in accordance with the procedure set out in Clause 24 of the General Terms. If the matter is not resolved through that procedure, you may refer it to adjudication, where appropriate, in accordance with the details set out in BT's Customer Complaints Code set out at <http://www.bt.com/complaintscode>, copies of which are available on request.

### 6.12 Re-grade of Service Options

If you wish to change your Broadband Service:

6.12.1 your existing contract for your Broadband Service will terminate (provided that you will still be liable for all outstanding Charges due under your existing contract) and you will sign a new contract for your new Broadband Service;

6.12.2 BT may, if you downgrade from one Service Option to another you , charge you a downgrade charge as set out in the BT Price List; and

6.12.3 you may experience interruption to your Broadband Service.

### 6.12 Amendments to the General Terms

6.12.1 The definition "Service Start Date" is deleted and replaced with the following:

"Service Start Date" means the date BT first makes the Broadband Service available to you but any use or 4G Assure available to you, whichever is earlier.

6.12.4 Two new definitions are added:

"4G Assure" has the meaning given to it in the BT Business Broadband Schedule found at [www.bt.com/terms](http://www.bt.com/terms).

"Broadband Service" has the meaning given to it in the BT Business Broadband Schedule found at [www.bt.com/terms](http://www.bt.com/terms).







## Part B – Service Delivery and Management

### 7 BT's Obligations

#### 7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Broadband Service, BT:

- 7.1.1 will provide you with contact and access details for the Service Desk;
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under this Contract;
- 7.1.3 will complete a line test or survey or both to verify that BT can provide the Broadband Service to you and, if a survey identifies that additional engineering work is required in order to provide the Broadband Service to the Sites, BT may provide a new quote to you detailing the additional Charges that you will need to pay for the engineering work to be completed, as set out in Section 45 of the BT Price List. If:
  - (a) you accept the new quote, BT will cancel the existing Order to the affected Sites and will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
  - (b) you do not accept the new quote, BT will cancel your existing Order for the provision of Broadband Service to the affected Sites the Contract for the Broadband Service will be cancelled without liability to either of us; or
  - (c) a survey identifies that BT is unable to provide the Broadband Service to you, BT will notify you as soon as possible and the Contract for the Broadband Service will be cancelled immediately without liability to either of us;
- 7.1.4 if you request a change to the Broadband Service or any part of the Broadband Service, including, without limitation, any Purchased Equipment or any IP Address location, BT may change the Customer Committed Date to accommodate that change;
- 7.1.5 may expedite delivery of the Broadband Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date;
- 7.1.6 dispatch any Purchased Equipment for delivery to the applicable Site as set out in the Order; and
- 7.1.7 if agreed between both of us as set out in the Order, install any Purchased Equipment at the applicable Sites, in which case BT will test Purchased Equipment to ensure that it is ready for use.

#### 7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Broadband Service;
- 7.2.2 conduct a series of standard tests on the Broadband Service to ensure that it is configured correctly;
- 7.2.3 connect the Broadband Service to each Enabling Service; and
- 7.2.4 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date.

#### 7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of the Contract if you report an Incident on the BT Network;
- 7.3.2 may carry out Maintenance and will endeavour to inform you at least five Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required;
- 7.3.3 may, in the event of a security breach affecting the Broadband Service, require you to change any or all of your passwords. BT does not guarantee the security of the Broadband Service against unauthorised or unlawful access or use;
- 7.3.4 may, for operational reasons, including the provision of Broadband Service enhancements and/or Software upgrades:
  - (a) change any codes or numbers given to you, the performance or functionality of the Broadband Service, or the way BT provides the Broadband Service, provided that any change to the Broadband Service or the way BT provides the Broadband Service will not affect the performance or functionality of the Broadband Service to your material detriment; or



- (b) interrupt or suspend the Broadband Service. If this happens BT will restore the Broadband Service as quickly as possible;
  - 7.3.5 may take action to manage network performance during periods where there is high demand. Such actions may include line speed reductions and application and protocol management. Information relating to typical traffic management practices undertaken by BT is set out at [www.bt.com/trafficmanagement](http://www.bt.com/trafficmanagement); and
  - 7.3.6 if BT becomes aware of or are made aware of a malicious domain, may take steps in the BT Network to block access to that domain to protect you from possible criminal threats associated with that domain; and
  - 7.3.7 BT does not guarantee that BT will be able to block all malicious domains.
- 7.4 **End of the Broadband Service**
- On termination of the Broadband Service by either one of us, or expiry, BT:
- 7.4.1 will provide configuration information relating to the Broadband Service provided at the Sites in a format that BT reasonably specifies;
  - 7.4.2 may disconnect and remove any BT Equipment located at the Sites; and
  - 7.4.3 may delete any Content including emails stored on the Broadband Service.

## 8 Your Obligations

### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Broadband Service by BT, you will:

- 8.1.1 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Broadband Service;
- 8.1.2 in jurisdictions where an employer is legally required to make a disclosure to its employees and/or Users:
  - (a) inform your Users that as part of the Broadband Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/or Users; and
  - (b) ensure that your employees and Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of the Broadband Service by BT;
- 8.1.3 ensure that the LAN protocols and applications you use is compatible with the Broadband Service;
- 8.1.4 except in accordance with Paragraph 2.5, the Broadband Service and Software is provided solely for your own use and you will not resell or attempt to resell either (or any part or facility of it) to anyone else;
- 8.1.5 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site;
- 8.1.6 prepare and maintain the Site for the installation of BT Equipment and Purchased Equipment and supply of the Broadband Service, including, without limitation:
  - (a) provide a suitable and safe operational environment for any BT Equipment and/or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
  - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect BT Equipment and/or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
  - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance services;
  - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the Broadband Service and BT Equipment and/or Purchased Equipment at such points and with such connections as BT specifies. In order to mitigate any Broadband Service interruption resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
  - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- 8.1.7 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 15.2:
  - (a) keep the Purchased Equipment safe and without risk to health;

- (b) only use the Purchased Equipment, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
- (c) not move the Purchased Equipment or any part of it from the Site;
- (d) not make any alterations or attachments to the Purchased Equipment without BT's prior written consent. If BT gives consent, any alterations or attachments will become part of the Purchased Equipment;
- (e) not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
- (f) not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
- (g) not claim to be owner of the Purchased Equipment and ensure that the owner of the Site will not claim ownership of the Purchased Equipment, even if the Purchased Equipment is fixed to the Site;
- (h) obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
- (i) in addition to any other rights that BT may have, reimburse BT for losses, costs or liabilities arising from your use or miss-use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost, except where the loss or damage to Purchased Equipment is a result of fair wear and tear or caused by BT. You will keep BT informed of anything which may affect BT's rights, or involve BT in any proceedings, loss or liability;
- (j) ensure that the Purchased Equipment appears in BT's name in your accounting books; and
- (k) where there is a threatened seizure of the Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Purchased Equipment; and
- (l) notify any interested third parties that BT owns the Purchased Equipment.

8.1.8 during activation of the Broadband Service, you may experience a temporary loss in your telephone service.

8.1.9 in respect of 4G Assure:

- (a) you will install a compatible BT Hub in accordance with any instructions BT provides; and
- (b) you will plug the 4G Dongle into the Docking Station which connects to the BT Hub.

## 8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 monitor and maintain any Customer Equipment connected to the Broadband Service or used in connection with a Broadband Service;
- 8.2.2 ensure that any Customer Equipment that is connected to the Broadband Service or that you use, directly or indirectly, in relation to the Broadband Service is:
  - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
  - (b) adequately protected against viruses and other breaches of security;
  - (c) technically compatible with the Broadband Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
  - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.3 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.4 connect equipment to the Broadband Service only by using the Network Terminating Equipment at the Sites;
- 8.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Broadband Service;
- 8.2.6 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 8.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Broadband Service and:
  - (a) inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (b) take all reasonable steps to prevent unauthorised access to the Broadband Service; and
  - (c) satisfy BT's security checks if a password is lost or forgotten;
- 8.2.8 if BT requests you to do so in order to ensure the security or integrity of the Broadband Service, change any or all passwords and/or other systems administration information used in connection with the Broadband Service;



- 8.2.9 not use the Broadband Service to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive and will not be used in any way BT considers to be or likely to be detrimental to the provision of the Broadband Service to you or service to any of BT's other customers;
- 8.2.10 access the Broadband Service in the way permitted by BT;
- 8.2.11 not attempt to circumvent any security measures in the Broadband Service;
- 8.2.12 only use 4G Assure if your Broadband Service fails or in the period before BT confirms to you that your Broadband Service is ready for use; and
- 8.2.13 only use the SIM card in the 4G Dongle.

### 8.3 The End of the Service

On termination of the Broadband Service by either one of us, or expiry you will:

- 8.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
- 8.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
- 8.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 8.3.4 arrange for any BT Equipment located at the Sites to be returned to BT; and
- 8.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

## 9 Notification of Incidents

9.1 Where you become aware of an Incident:

- 9.1.1 you will report it to BT's Service Desk;
- 9.1.2 BT will give you a unique reference number for the Incident ("**Ticket**");
- 9.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
  - (a) you confirm that the Incident is cleared within 24 hours of being informed; or
  - (b) BT has attempted unsuccessfully to contact you in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you; and
- 9.1.4 if you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

9.2 If you report an Incident in the Broadband Service BT will resolve the Incident in accordance with the provisions of this Schedule. If BT agrees to work outside the hours specified in the Contract or if you report an Incident and BT finds there is none or that you have caused the Incident, BT may apply a Charge. This Charge is as set out in the Contract or, if not set out in the Contract, based on BT's reasonable costs.

9.3 Where BT becomes aware of an Incident, Paragraph 9.1.1 will apply.

## 10 Invoicing

10.1 BT will invoice you for the Charges for the Broadband Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.

10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:

- 10.2.1 Installation Charges, on or after the Service Start Date (or monthly/quarterly in arrears (depending on your billing frequency) prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
- 10.2.2 Recurring Charges, unless Usage Charges, monthly/quarterly in advance (depending on your billing frequency). For any period where Broadband Service is provided for less than one month, the Recurring Charges are calculated on a daily basis;
- 10.2.3 Usage Charges, monthly/quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
- 10.2.4 any Charges for any Purchased Equipment from the Service Start Date, and those Charges which will apply from the date you take delivery or possession of that Purchased Equipment;
- 10.2.5 De-installation Charges within 60 days of de-installation of the Broadband Service; and
- 10.2.6 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Broadband Service.

10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:



- 10.3.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- 10.3.2 Charges for commissioning the Broadband Service as set out in Paragraph 7.2 outside of Business Hours;
- 10.3.3 Charges for restoring Broadband Service if the Broadband Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
- 10.3.4 Charges for cancelling the Broadband Service in accordance with Clause 16 of the General Terms;
- 10.3.5 Charges for expediting provision of the Broadband Service at your request after you have been informed of the Customer Committed Date; and
- 10.3.6 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us, such as but not limited to:
  - (a) Charges for providing paper invoices as set out in Section 15, Part 12 of the BT Price List;
  - (b) late payment Charges as set out in Section 15, Part 12 of the BT Price List;
  - (c) dishonoured payments as set out in Section 15, Part 12 of the BT Price List;
  - (d) fault attendance Charges as set out in Section 52, Part 6 of the BT Price List;
  - (e) payment processing fees as set out in Section 15, Part 12 of the BT Price List; and
  - (f) re-grade Charges where you re-grade from one Service Option to another Service Option as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.

### 10.4 Abortive Visit Charge

BT may raise an abortive visit Charge as set out in Section 15, Part 8 of the BT Price List in the following circumstances:

- 10.4.1 if BT attends an incorrect address provided by you;
- 10.4.2 if BT arrives to carry out the installation at the address provided by you, and either:
  - (a) you no longer want the installation completed; or
  - (b) you, having previously chosen to be present at the time of installation, do not attend;
- 10.4.3 if BT is refused entry at the Site, or no access may be gained at the appointed time agreed between you and BT;
- 10.4.4 if BT is delayed in BT's installation activities because you fail to make equipment that BT has despatched to you for installation purposes available to BT on arrival at the Site;
- 10.4.5 if BT finds that the location and/or environment provided by you for the BT Equipment and/or Customer Equipment is not suitable or that work needs to be carried out before the installation may take place at that location and/or environment; or
- 10.4.6 if you provide BT with less than 24 hours' notice of an amendment to, or cancellation of, BT's appointment or Order.

### 10.5 Cancellation Charges

The cancellation Charges referred to in Clause 16 of the General Terms will be as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.

### 10.6 Ceasing Broadband Service

Unless BT agrees otherwise, if you terminate the Broadband Service after the Service Start Date and regardless of whether you are in the Fixed Connection Period or any Renewal Period, you will pay a cease Charge as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.

### 10.7 Pricing packages or schemes

Where BT has agreed that the Broadband Service may be included within one of BT's standard pricing packages or schemes, you agree that during the period that the Broadband Service is included in the pricing package or scheme, the Charges specified in this Schedule may be amended by the terms of the pricing package or scheme. Upon termination of the pricing package or scheme, the Charges will revert to those specified in this Schedule.

## 11 Charges at the End of the Contract

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Broadband Service for convenience, you will pay BT:
  - 11.1.1 all outstanding Charges for Broadband Service rendered;
  - 11.1.2 De-installation Charges (if applicable);
  - 11.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
  - 11.1.4 any other Charges set out in the Order; and



- 11.1.5 all committed costs to a supplier incurred by BT as a result of your commitment to BT under the Contract, which BT cannot reasonably mitigate; and
- 11.1.6 if your Fixed Connection Period is less than 24 months, a Recurring Charge for 4G Assure for all remaining months of the 24 month period starting from the date when BT first provided you with 4G Assure.
- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate your Broadband Service during the Fixed Connection Period, you will pay BT the following Termination Charges:
  - 11.2.1 100% of the Recurring Charge for the Broadband Service for all remaining months of the Fixed Connection Period as set out in your Order from the date you first use the Broadband Service excluding the 4G Assure; and
  - 11.2.2 any waived Installation Charges.
- 11.3 If you terminate the Contract in accordance with Paragraph 6.6.4, the Charges set out in Paragraphs 10.6, 11.1 (other than the Charges set out in Paragraph 11.1.1) and 11.2 will not apply.
- 11.4 You will not have to pay the Termination Charges set out in Paragraph 11.2 if you have given BT Notice to terminate the Contract for convenience during the Fixed Connection Period because you have the right to terminate a Linked Contract as a result of a change that we have made to the Linked Contract in accordance with the terms of that contract. This Paragraph 11.4 does not apply to Bespoke Contracts.
- 11.5 If BT terminates the Contract during the Fixed Connection Period because you do not pay what you owe under the Contract, in addition to other rights and remedies, BT may charge you the Termination Charges set out in Paragraph 11.2.

## 12 IP Addresses and Domain Names

- 12.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Broadband Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable. All of your rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Broadband Service.
- 12.2 BT cannot ensure that any requested Domain Name is available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 12.3 You warrant that you are the owner of, or are authorised by the owner of the trade mark or name that you wish to use as a Domain Name.
- 12.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.
- 12.5 **Provider Independent Resources**
  - 12.5.1 If you require Provider Independent Resources (PIR) with the Broadband Service:
    - (a) you will respond to any information requests from BT in order for BT to keep registration records up-to-date;
    - (b) you will ensure that up-to-date registration data is provided to BT and you agree that some or all of this registration data is published in the applicable Regional Internet Registry's database;
    - (c) you will not assign any of the PIR to a third party;
    - (d) you will pay any registration fees to BT that apply for the PIR;
    - (e) if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to the applicable Regional Internet Registry;
    - (f) your use of PIR is subject to the applicable Regional Internet Registry's policies; and
    - (g) if you do not follow any of the relevant Regional Internet Registry's policies the PIR will return to the applicable Regional Internet Registry and BT may terminate the Contract in accordance with Clause 18 of the General Terms.

## 13 BT Equipment

- 13.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
- 13.2 You will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so.





- 13.3 In addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT.
- 13.4 You will not move or relocate any BT Equipment without BT's prior written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.

### 14 WEEE Directive

- 14.1 You are responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 (“**WEEE Directive**”) for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment (“**WEEE**”).
- 14.2 Each of us acknowledge that for the purposes of Article 13 of the WEEE Directive, this Paragraph 14 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 14.3 You are responsible for any information recording or reporting obligations imposed by the WEEE Directive.

### 15 Purchased Equipment

#### 15.1 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

#### 15.2 Transfer of Title and Risk

15.2.1 Where the Purchased Equipment is delivered to a Site:

- (a) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
- (b) if BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
- (c) if BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

#### 15.3 Acceptance

15.3.1 The Purchased Equipment is accepted:

- (a) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (b) if BT installs the Purchased Equipment, on the Service Start Date.

15.3.2 Unless you have relied on BT's written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.

#### 15.4 Warranty

15.4.1 In respect of the BT Hub, any time after the Service Start Date or in respect of the 4G Dongle or Docking Station, during the period of 24 months from the Service Start Date, (or any other period that BT advises you of), if you report to BT in accordance with Paragraph 9 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:

- (a) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
- (b) the Purchased Equipment has been modified without BT's written consent;
- (c) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
- (d) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
- (e) the Incident is due to fair wear and tear.

15.4.2 If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 15.4.1.

15.4.3 Where the Incident relates to a BT Hub, you will return the BT Hub to BT within 14 days of receiving the pre-paid postage package. If BT does not receive it within that time, BT may charge you for any replacement BT Hub, postal Charges for both initial despatch and the prepaid return package and a reasonable administration Charge.



15.4.4 Where BT replaces a faulty BT Hub in accordance with Paragraph 15.4.1, BT will use reasonable endeavours to deliver the replacement BT Hub within five Business Days from the day you order the replacement BT Hub.

15.4.5 BT does not warrant that the Broadband Service or Software supplied under the Contract will:

- (a) be free of all Incidents or that its use is uninterrupted, but BT will remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time; and
- (b) operate in combination with your content or applications, or with any other software, hardware, systems or data.

### 15.5 Security

15.5.1 You are responsible for the proper use of any usernames, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.

15.5.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.



Part C – Service Care Levels – Customer Service Compensation Scheme

16 Service Care Levels

16.1 BT will repair an Incident in accordance with the Service Care Level you have chosen and as set out in the Order from the following options:

Service Care Level	Description	Available on the following Broadband Services
Standard Care	BT will aim to repair an Incident by midnight on the second weekday after the day you report the Incident to BT unless a specific appointment date is agreed.	BT Business Broadband a) Wires Only b) Broadband
	BT will treat an Incident reported after 2100 on a weekday, or anytime at weekends or on public or bank holidays, as if you reported the Incident at 0800 on the next weekday after the day you actually reported the Incident to BT.	BT Business Infinity a) Broadband (Fibre) b) Infinity Essential c) Infinity
Prompt Care	BT will aim to repair an Incident by midnight on the next weekday or Saturday after the day you report the Incident to BT unless a specific appointment date is agreed.	BT Business Broadband a) Broadband Unlimited b) Broadband Premium
	BT will treat an Incident reported after 2100 on a weekday or a Saturday, or anytime on Sundays or on public or bank holidays, as if you reported the Incident at 0800 on the next weekday or Saturday after the day you actually reported the Incident to BT.	BT Business Infinity a) Infinity Unlimited b) Infinity Premium c) Infinity Ultra d) Infinity on Demand  BT Business Ultrafast a) Ultrafast 1 b) Ultrafast 2

16.2 The Service Care Levels are subject to the additional terms set out in Section 14 of the BT Price List.

16.3 You may upgrade your Service Care Level at an additional Charge as set out in Section 14 of the BT Price List.

16.4 BT Wi-fi Access, Guest Wi-Fi and 4G Assure are not covered by the Service Care Levels.

17 Application of the Compensation Scheme

17.1 The Compensation Policy Scheme applies to all BT Business Broadband Packages (excluding BTNet). Further details and how to claim can be found here: <https://business.bt.com/compensation-scheme/>

18 Exceptions

18.1 The compensation will not be payable :

- 18.1.1 in the event that Clause 8 of the General Terms applies;
- 18.1.2 during any trial period of the Broadband Service;
- 18.1.3 when you are using 4G Assure;
- 18.1.4 if BT asks for access to the Site and you do not allow this (including where you fail to accept an appointment time for an engineering visit BT allocates for you within the timescales for repair, as determined by the Service Care Level you have chosen);
- 18.1.5 if, following remote diagnostics, BT sends out a replacement BT Hub within the timescales for repair as set out in Paragraph 15.4.4 and you are not available to accept delivery of the BT Hub;
- 18.1.6 if BT is unable to contact you despite reasonable attempts; ;
- 18.1.7 if you cancel the Ticket before BT has rectified any Service Failure;
- 18.1.8 if you have your Access Line with any Communications Provider other than BT and the Service Failure is as a result of a failure of service on the Access Line you have with that other Communications Provider;
- 18.1.9 if you report an Incident and BT cannot confirm that an Incident exists after performing tests;
- 18.1.10 if you asked BT to test the Broadband Service at a time when no Incident has been detected and/or reported; or
- 18.1.11 if the Service Failure is as a result of:



- (a) a loss of service of another service provided by BT and you have requested service credits under the contract for that service;
- (b) the Broadband Service being modified or altered in any way by you, or BT in accordance with your instructions; or
- (c) Planned Maintenance.



## Part D – Defined Terms

### 19 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

**“4G”** – means long term evolutions (LTE) and is used for both voice and data services. You may use 4G services when you are in range of a 4G base station.

**“4G Assure”** means a resilient service that in the event any element of your Broadband Service fails, (other than 4G Assure), will enable you to automatically connect to the BT 4G network.

**“4G Dongle”** – means a device that is plugged into your BT Hub and if your Broadband Service fails, will automatically switch over from your Broadband Service to the BT 4G network and is classed as Purchased Equipment for the purposes of this Schedule.

**“4G Dongle”** – means a device that is plugged into your BT Hub and that will provide you with 4G Assure and is classed as Purchased Equipment for the purposes of this Schedule.

**“Access Line”** means a Circuit connecting a Site to the BT Network.

**“Add-On”** means means an additional service which is either provided with no minimum period of service or has a minimum period of service or notice period of 30 days or less (including value added services and add-ons with a 30 day or less notice period that renew automatically).

**“Annual Price Increase”** has the meaning in Paragraph 6.2.1.

**“Bespoke Contract”** means a Contract which you had the opportunity to influence the commercial structure of, before entering into it with BT.

**“Broadband”** is a broadband Service Option, with further details as set out at:

<https://business.bt.com/products/broadband/>.

**“Broadband Premium”** is a broadband Service Option, with further details as set out at:

<https://business.bt.com/products/broadband/>.

**“Broadband Service”** has the meaning given in Paragraph 1.

**“Broadband Unlimited”** is a broadband Service Option, with further details as set out at:

<https://business.bt.com/products/broadband/>.

**“BT Business Infinity Service”** means each of Infinity Broadband (Fibre), Infinity Essential, Infinity, Infinity Unlimited, Infinity Premium, Infinity Ultra and Infinity On Demand.

**“BT Business Ultrafast Service”** means each of Ultrafast 1 and Ultrafast 2.

**“BT Hub”** means a router supplied by BT that is compatible with the Broadband Service which is Purchased Equipment for the purposes of this Schedule.

**“BT Site”** means each physical location of the radio access points offering BT Wi-fi Access to you.

**“BT Tech Heads™”** means BT’s 24 hours a day, seven days a week technical support service, as set out in Paragraph 3.5.

**“BT Wi-fi Access”** means BT’s wireless data service (which may also be known as BT Openzone, BT Wi-fi or BT FON) that uses radio frequency to access a BT Site. Fixed line connections from the BT Site connect you to the BT Network and subsequently the Internet or, if applicable, your network.

**“BT Wi-fi Web Page”** means [www.btwifi.com](http://www.btwifi.com) or such other URL as BT may advise from time to time.

**“BT Wi-fi Partner”** means a third party that owns or controls a site which has BT’s public Wi-fi service installed on it. These third party sites (or **“hotspots”**) are listed on the BT Wi-fi Web Page.

**“Business Hours”** means between the hours of 0800 and 1700 in a Business Day.

**“Circuit”** means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Broadband Service.

**“Communications Provider”** or **“CP”** means a person or company who provide an electronic communications network or an electronic communications service.

**“Compatible Hub”** means a non BT hub that BT confirms is compatible with, and connects to, the Broadband Service and is Customer Equipment for the purposes of this Schedule.

**“Content”** means applications, data, information (including emails), video, graphics, sound, music, audio visual media, photographs, software or any other material.

**“Customer Equipment”** means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Broadband Service.

**“Customer Service Compensation Scheme”** or **“Compensation Scheme”** means the service level agreement set out in <https://business.bt.com/compensation-scheme/>

**“De-installation Charges”** means the charges payable by you on de-installation of the Broadband Service that are equal to the then current rates for Installation Charges on the date of de-installation.

“**Dependent Product**” means a BT product or service that is wholly dependent on using an Access Line provided through your Broadband Service.

“**Docking Station**” means a device to be used with 4G Assure, including a power lead, in which a laptop computer, smartphone, or other mobile device may be placed for charging, providing access to a power supply and to peripheral devices or auxiliary features, and is classed as Purchased Equipment for the purposes of this Schedule.

“**Domain Name**” means a readable name on an Internet page that is linked to a numeric IP Address.

“**Enabling Service**” has the meaning given in Paragraph 5.1.1.

“**Fixed Connection Period**” means a period of 12, 24, 36 or 60 months beginning on the Service Start Date, as set out in an Order.

“**Freeze**” means as a temporary or permanent block of all activity on the SIM Card.

“**Guest Wi-Fi**” has the meaning given to it in Paragraph 2.5.

“**Guest Wi-Fi Users**” means any person that you allow to use Guest-Wi-fi.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the Broadband Service or particular element of the Service.

“**Infinity**” is an infinity Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“**Infinity Broadband (Fibre)**” is an infinity Service Option, with further details as set out at:

<https://business.bt.com/products/broadband/>.

“**Infinity Essential**” is an infinity Service Option, with further details as set out at:

<https://business.bt.com/products/broadband/>.

“**Infinity on Demand**” is an infinity Service Option, with further details as set out at:

<https://business.bt.com/products/broadband/>.

“**Infinity Premium**” is an infinity Service Option, with further details as set out at:

<https://business.bt.com/products/broadband/>.

“**Infinity Ultra**” is an infinity Service Option, with further details as set out at:

<https://business.bt.com/products/broadband/>.

“**Infinity Unlimited**” is an infinity Service Option, with further details as set out at:

<https://business.bt.com/products/broadband/>.

“**Installation Charges**” means those Charges set out in the Order in relation to installation of the Broadband Service and/or any Purchased Equipment, Customer Equipment and/or BT Equipment as applicable.

“**Internet**” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“**Internet Protocol**” or “**IP**” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“**Internet Registration Authority**” means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

“**IP Address**” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“**Linked Contract**” means another contract with BT that is linked to this Contract in a way defined as a bundle in Ofcom’s General Conditions of Entitlement effective from 17th June 2022.

“**Local Area Network**” or “**LAN**” means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

“**Malware**” means software deliberately written for a specific and undesirable purpose, such as viruses, worms, spyware and other forms of hostile, intrusive, annoying software or program code.

“**Microsoft® Office 365**” means either Microsoft® Office 365 Business Essentials or Microsoft® Office 365 Business Premium.

“**Minimum Guaranteed Download Speed**” means the minimum guaranteed download speed for a particular Access Line provided to you when you order the Broadband Service as further described at [www.bt.com/mybroadbandspeed](http://www.bt.com/mybroadbandspeed).

“**Network Terminating Equipment**” means the BT Equipment used to provide the Broadband Service, either at the point of connection between the BT Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit.

“**Network Terminating Unit**” means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

“**Openreach**” means Openreach Limited, company number 10690039, which is a wholly-owned subsidiary of British Telecommunications plc that manages BT’s local access network that connects customers to their local telephone exchange.

“**PCs**” has the meaning given in Paragraph 3.5.1(a).

“**Provider Independent Resources**” or “**PIR**” means resources assigned to Users that include autonomous system numbers, provider independent IPv4 addresses, any cast assignments, provider independent IXP IPv6 addresses and all future provider independent resources.



- “**Planned Maintenance**” means any Maintenance BT has planned to do in advance.
- “**Prompt Care**” has the meaning given in Paragraph 16.1. Further details are set out in Section 14 of the BT Price List.
- “**Recurring Charges**” means the Charges for the Broadband Service or applicable part of the Broadband Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order or the BT Price List.
- “**Regional Internet Registry**” means an organization that manages the allocation and registration of Internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.
- “**Service Care Level**” means the repair options set out in Paragraph 16.1.
- “**Service Desk**” means the helpdesk (which may be an online portal) that you are able to contact to submit service requests, report Incidents and ask questions about the Service.
- “**Service Failure**” means the total loss of Internet access due to a fault in any part of BT’s broadband network up to and including the main telephone socket in your property or up to and including the BT Hub if provided by BT.
- “**Service Management Boundary**” has the meaning given in Paragraph 4.1.
- “**Service Options**” has the meaning given in Paragraph 3.
- “**Site**” means a location at which the Broadband Service is provided.
- “**Standard Care**” has the meaning given in Paragraph 16.1. Further details are set out in Section 14 of the BT Price List.
- “**Standard Service Components**” has the meaning given in Paragraph 2.
- “**Ticket**” has the meaning given in Paragraph 9.1 and may also be known as a “**fault reference number**”.
- “**TMA**” has the meaning given in Paragraph 6.7.3.
- “**Ultrafast 1**” is an ultrafast Service Option, with further details as set out at: <https://business.bt.com/products/broadband/>.
- “**Ultrafast 2**” is an ultrafast Service Option, with further details as set out at: <https://business.bt.com/products/broadband/>.
- “**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.
- “**Usage Charges**” means the Charges for the Broadband Service or applicable part of the Broadband Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Broadband Service, or the number of minutes the Broadband Service was used for) with the relevant fee that is specified in the Order.
- “**Value Added Services Annex**” means the applicable Annex to this Schedule (being one of those available at [www.bt.com/terms](http://www.bt.com/terms)) that sets out the availability of and terms governing use of Microsoft® Office 365.
- “**WEEE**” has the meaning given in Paragraph 14.1.
- “**WEEE Directive**” has the meaning given in Paragraph 14.1.