

# **Service Schedule for BT Business BT IP Trunk**

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## **1. SERVICE DESCRIPTION**

### **Service Overview**

- 1.1 The Service provides the facility to make or receive a Call (or both) using a PBX and a suitably enabled Access Service in the United Kingdom and any related services specified in the BT Price List or User Guide that BT agrees to provide to the Customer under the Contract.
- 1.2 BT aims to provide a continuous Service to the Customer but the Service may impair, or be impaired by, the uploading or downloading of data and / or the making or receiving of simultaneous Calls using the same Access Service, or by other circumstances beyond BT's reasonable control.

### **Service Start Date**

- 1.3 The Service Start Date is the date on which the Service is first made available to the Customer, or the date on which the Customer first uses the Service or part of the Service, whichever occurs first.

### **Minimum Period**

- 1.4 The Minimum Period is 12 months, or any other period shown in the BT Price List, as agreed between the Customer and BT.
- 1.5 Upon expiry of the Minimum Period, the Contract will continue until terminated by either party in accordance with the provisions of the Contract and the Customer will pay the revised charges specified in the BT Price List.

## **2. SERVICE LEVELS**

### **Installation**

- 2.1 BT will try to provide the Service at the Site by the date agreed with the Customer but all dates are estimates.

### **Fault Repair**

- 2.2 The Customer must report a fault in the Service by telephoning the number specified on the order form or any other number BT may provide to the Customer. The Customer will at the time of the report provide BT with a contact telephone number to enable BT to update the Customer on the progress being made to clear the fault.
- 2.3 BT will use all reasonable endeavours to correct any reported faults in the Service as soon as reasonably practicable.
- 2.4 In accordance with clause 2.6 of the Conditions, BT's normal hours of work are 8.00 a.m. to 6.00 p.m. on Working Days.
- 2.5 If BT does work to correct a reported fault in the Service and finds that there is none, BT may charge the Customer for that work at BT's applicable hourly rate as detailed in the BT Price List.
- 2.6 Following initial fault diagnosis by BT, faults that in BT's opinion are not attributable to the Service, will be referred back to the Customer.

## **3. RESPONSIBILITIES OF THE CUSTOMER**

- 3.1 In order for BT to provide the Service, the Customer will need:
- (a) a BT maintained PBX which BT agrees is suitable for the provision of the Service;
  - (b) a suitably enabled Access Service; and

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- (c) depending on the PBX, Access Service, and number of channels required, a BT Business Broadband Hub agreed by BT as being suitable for use with the Service.
- 3.2 It is the Customer's responsibility to ensure uninterrupted mains power is supplied to the PBX and any peripheral equipment. Failure to do so may impact 999/112 Emergency Services call continuity in the event of a mains power failure.
- 3.3 The Customer must not:
  - (a) attempt to circumvent any security measures; or
  - (b) change the trunk configuration on the PBX without BT's permission.
- 3.4 The Customer must immediately inform BT of any changes to the Customer Information.

### **4. CHARGES**

#### **General**

- 4.1 The Customer must pay the charges for the Service as detailed in the Contract including the charges which are set out in the BT Price List (or as otherwise agreed).
- 4.2 Payment is due within 28 days of the date of BT's bill or, if payment is made by direct debit or monthly payment plan, by the due date specified on BT's bill.
- 4.3 If the Customer does not pay a bill, BT will generally not suspend the Service or end this Contract until 28 days after the payment was due (21 days if the Customer pays monthly). However, sometimes BT may take this action after only 14 days (7 days if the Customer pays monthly).
- 4.4 The payment processing fee payable in accordance with clause 4.10 of the Conditions is set out in the BT Price List
- 4.5 The late payment charge payable under clause 4.13 (a) of the Conditions is set out in the BT Price List

#### **Cancellation Charges**

- 4.6 The cancellation charge referred to in clause 6.1 of the Conditions will be equal to the costs that BT has incurred in respect of any work done or money spent in getting ready to provide the Service. BT will take reasonable steps to limit the amount of its costs.

#### **Early Termination Charges**

- 4.7 The termination charge referred to in clause 6.3 of the Conditions will be as set out in the BT Price List.

### **5. ADDITIONAL CONDITIONS**

#### **Emergency Calls**

- 5.1 The ability to make 999 or 112 emergency calls and the quality of service cannot be guaranteed. Emergency calls may fail if there is a failure of the mains power or Access Service (or both) at the Site.
- 5.2 If an emergency call is made, the location information received by the emergency services will be limited to the billing address of the primary Business PSTN telephone number which may not be the location from which the call originated
- 5.3 The Customer is responsible for ensuring that PBX extension calls destined for the 999/112 Services have an origin appropriate to the Emergency Services recognised origin's geography.

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5.4 Wherever possible, alternative arrangements should be made and a primary telephone line maintained.

### **Power or Access Service Failure**

5.5 The Service will not work in the event of a failure of the mains power or Access Service (or both) at the Site.

### **Fair Use Policy**

5.6 The Customer must use the Service in accordance with the Fair Use Policy. If the Customer does not do so, BT may take the action set out in the Fair Use Policy.

### **Limits of Liability**

5.7 The limit of liability under clause 7.5 of the Conditions will be:-

- (a) £1million in any 12 month period, for loss or damage to the Customer's physical property arising from its negligence;
- (b) £250,000 in any 12 month period for any liability BT may have to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract.

### **Resale**

5.8 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 anyone else.

### **Ending the Contract**

5.9 Clause 6.2 of the Conditions is replaced with the following:

The Contract or the Service can be ended by either party on 30 days written notice to the other.

## **6. DEFINITIONS**

In this Service Schedule, the following terms have the meaning shown next to them.

<b>Access Service</b>	BT Business Broadband or other access service set out in the BT Price List.
<b>BT Price List</b>	the document containing a list of BT's charges and terms which can be seen at: <a href="http://www.bt.com/pricing">http://www.bt.com/pricing</a> (or any other on-line address that BT may advise the Customer).
<b>Call</b>	a signal, message or communication that is silent, spoken or visual.
<b>Customer Information</b>	the information which the Customer provides to BT when registering for the Service.
<b>Fair Use Policy</b>	BT's fair use policy set out in the BT Price List.
<b>PBX</b>	Private Branch Exchange approved by BT as being suitable for use with the Service.

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**Service**            the BT IP Trunk service described in the Schedule.