



# BT Business Broadband Ultra Broadband Schedule to the General Terms

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## Part A – The Ultra Broadband Service

### 1 Service Summary

BT will provide you with an internet access service available in a range of options and speeds and delivered over a compatible Access Line comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**Ultra Broadband Service**").

### 2 Standard Service Components

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

#### 2.1 Access Line

2.1.1 BT will provide you with an Access Line using fibre optic cabling or a combination of both fibre optic cabling and traditional copper wiring depending on the geographical area where BT provides the Internet access service and the availability of the following range of access speeds necessary to deliver the bandwidths required by you:

- (a) 76Mbps over SOGEA
- (b) 150Mbps, 300Mbps, 500Mbps and 900Mbps over FTTP.

#### 2.2 Hubs

2.2.1 BT will provide you with a Hub as part of your Ultra Broadband Service. Depending on the Access Line and speed you choose as part of your Order, BT may need to send you more than one Hub.

2.2.2 BT will not guarantee the continuing availability of the Hubs and subject to Paragraph 6.2.3, BT may add to, substitute or discontinue Hubs.

2.2.3 You may only connect a Hub provided by BT to the Ultra Broadband Service. If you connect alternative equipment to the Ultra Broadband Service instead of the Hub provided by BT, BT shall not be responsible for any disruption to or failure of the Ultra Broadband Service.

#### 2.3 Wi-Fi Access

2.3.1 Wi-Fi Access is independent from your network that is linked to the Ultra Broadband Service and to any services connected to your network.

2.3.2 You may connect to the Internet using Wi-Fi Access using your Customer Equipment and BT Business Broadband login name and password when you are located within the radio frequency coverage area of a BT Site.

2.3.3 You may access Wi-Fi Access using:

- (a) an alternative wireless data service where BT has an agreement with the alternative wireless data service provider for this access. Details of BT's alternative wireless data service providers are set out at the Wi-Fi Web Page; and
- (b) a Hub providing your Customer Equipment is capable of connecting to the Internet, is within range of the Hub and you enter the correct user credentials or access code provided to you by BT.

2.3.4 Wi-Fi Access is dependent on the suitability of the Customer Equipment and, if applicable, your network.

2.3.5 BT does not guarantee access to any of the BT Sites or that Wi-Fi Access will always be available or continue to be available from a specific BT Site, or the security of Wi-Fi Access against unlawful access or use.

2.3.6 BT may restrict access to, or respond to, a request from one of its Wi-Fi Partners to restrict access to specific websites at a BT Site.

2.3.7 Subject to Paragraph 2.4, Wi-Fi Access is intended for your own use only and you will not share it publicly or with any third parties.

2.3.8 If you make the Ultra Broadband Service available to third parties in breach of Paragraph 2.3.7:

- (a) it is your responsibility to filter Content and to comply with all relevant safety and security regulations or laws for publicly sharing 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 and you will indemnify BT against any such claims; and
- (c) BT may terminate the Wi-Fi Access, the Ultra Broadband Service or the Contract.



### 2.4 Guest Wi-Fi

- 2.4.1 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.
- 2.4.2 If you offer Guest Wi-Fi to Guest Wi-Fi Users, you will activate it in accordance with any instructions provided by BT.
- 2.4.3 BT is not responsible and has no liability for use of Guest Wi-Fi by Guest Wi-Fi Users.

### 2.5 Enhanced IT Support

- 2.5.1 BT may provide you with enhanced IT support for up to five Devices as part of your Ultra Broadband Service which will include:
  - (a) remote access technical support; and
  - (b) basic troubleshooting on the hardware, applications and operating systems connected to the Ultra Broadband Service

**("Enhanced IT Support").**
- 2.5.2 Enhanced IT Support will be available to you 24x7, excluding UK bank and public holidays.
- 2.5.3 Enhanced IT Support is not intended to be a substitute for you taking appropriate steps to maintain and safeguard your own IT system through regular data back-up, running current virus software and adopting other appropriate security or maintenance procedures.
- 2.5.4 In order for BT to provide Enhanced IT Support you must:
  - (a) grant BT remote access to your Devices, where necessary;
  - (b) install such diagnostic and technical support software that BT provides to you;
  - (c) have technical details of the supported Devices, local area network and connected devices, collected and securely stored by BT for use during fault diagnosis and support incidents; and
  - (d) allow BT's technical support agents to create, as necessary, systems administration accounts on your Devices and to keep these accounts active and unchanged as required.
- 2.5.5 BT does not guarantee that it will be able to fix all faults or that BT will be able to advise on all service-related issues.
- 2.5.6 BT will not be liable for any failures in the supported applications and operating systems that cannot be resolved, or for your failure to correctly follow BT's advice and recommendations.
- 2.5.7 Your Device operating systems must be supported by the relevant third-party supplier (Apple, Microsoft or Google) and have an available USB port, ethernet port or wireless capability.
- 2.5.8 For the purposes of this Paragraph 2.5 "Device" means a compatible Apple, Android or Windows computer, smartphone or tablet with 4G, 5G or Wi-Fi connection that meets the minimum operating system requirements that BT informs you of.

### 2.6 4G Backup

- 2.6.1 BT will provide you with 4G Backup following completion of Expert Set-Up, provided that you fulfil the eligibility criteria for EE 4G Network coverage as assessed by BT. Depending on the Access Line and speed you have chosen as part of your Order, BT may need to send you an additional 4G Device along with your Hub. In that case, your 4G Device will be dispatched at the same time as your Hub.
- 2.6.2 If any element of your Ultra Broadband Service, other than 4G Backup, fails and you have switched over to the EE 4G Network, BT may contact you to resolve the Incident with your Ultra Broadband Service.
- 2.6.3 If you use 4G Backup in breach of Paragraph 9.2.11 or 9.2.12 or if BT is unable to contact you for a period of one month from the date your Ultra Broadband Service fails in order to resolve the Incident with your Ultra Broadband Service, BT may terminate 4G Backup.

### 2.7 Mesh Wi-Fi

- 2.7.1 BT will provide you with:
  - (a) Mesh Wi-Fi from the Service Start Date provided your Hub has been installed; and
  - (b) a Mesh Access Point.
- 2.7.2 If upon installation, the BT engineer determines that your Site requires further Mesh Access Points to ensure strong Wi-Fi signal, then the BT engineer may provide you with up to 2 additional Mesh Access Points at no extra charge.
- 2.7.3 You can test the Wi-Fi signal strength of your Mesh Wi-Fi through the BT Business App, according to the instructions provided to you. If you do not have a strong Wi-Fi signal, you can contact BT and BT will run diagnostic tests. BT may send you another Mesh Access Point, but BT will not provide you with more than 3 Mesh Access Points in total.



### 2.8 Ultra Broadband Security Service

BT will provide you with the following:

#### Cisco Meraki Dashboard

2.8.1 BT will grant you access to reporting functionality for key Service performance metrics and for some security-related events via the Cisco Meraki Dashboard.

#### Layer 3 Firewall

2.8.2 BT will provide a standard security configuration template for your Ultra Broadband Security Service, but you will own and will be responsible for this configuration, including any changes or additions that you ask BT to make to your configurations and policies. If BT agrees a request from you to alter your firewall policy, you will be responsible and liable for these changes.

#### Layer 7 Firewall with Application Control

2.8.3 Layer 7 Firewall enables you to, upon your request, create firewall rules to block specific web-based services, websites, or types of websites without having to specify IP addresses or port ranges. BT will block certain categories by default when BT accepts your Order.

2.8.4 You may request BT to provide you with the list of blocked application categories and all additional available categories.

2.8.5 BT is not responsible for how the applications are categorised, the regularity of update or for evaluating which applications fall under each category.

2.8.6 You may request BT to add or remove available application categories.

2.8.7 You will be responsible and liable for the configuration and any changes made to access applications and any increased risk of being exposed to malicious content.

#### Content Filtering

2.8.8 BT will block certain categories of websites by default when BT accepts your Order. You may request BT to provide you with the list of blocked categories and all additional available categories.

2.8.9 BT will provide you with Content Filtering in two modes: the full list mode or the top sites only mode.

2.8.10 BT will set your default configuration to the full list mode for better coverage. In this mode, your request for a URL that is not in the list of top sites only will cause the appliance to look the URL up in a cloud-hosted database. You acknowledge that this may have a noticeable impact on browsing speed and performance when visiting a Site for the first time. The result will then be cached locally. Over time, the full list performance should approach the speed of the top sites only mode.

2.8.11 Once your Service is up and running, you may choose to switch your setting to the top sites only. In this mode, the list of top sites in each of the blocked categories will be cached locally on the appliance. Your request for a URL that is not in the top sites only list will always be permitted (as long as they are not in the blocked categories list).

2.8.12 To block access to sites that employ https rather than http you must set the full list. You acknowledge that it is not possible to return an explanatory page to a user where the URL filtering element has blocked an https-based website.

2.8.13 The websites and applications captured under these categories are dependent on the Webroot BrightCloud® URL categorisation database for CIPA and IWF compliant content-filtering. Website categories are regularly updated. BT does not take any responsibility for how the websites and applications are categorised or the regularity of updates.

2.8.14 You may request BT to add or remove available categories to restrict or allow your Users' access to categories of websites.

2.8.15 For URL filtering, you may request BT to whitelist or block particular URL addresses within a category.

2.8.16 You will be responsible and liable for the configuration and any changes made to access to websites and any increased risk of being exposed to malicious web content.

#### Intrusion Detection and Prevention Service

2.8.17 BT will:

- (a) monitor traffic passing through your Ultra Broadband Service to identify traffic patterns that match known threats, in accordance with the applicable intrusion signature files using Cisco Sourcefire SNORT® Engine;
- (b) implement this Service Option with a default configuration setting, including a standard signature list which works using Cisco Sourcefire SNORT® Engine;
- (c) not be responsible for evaluating the signatures beforehand;

- (d) select the "balanced" ruleset as your default detection setting. "Balanced" ruleset contains rules that are from the current year and the previous two years, are for vulnerabilities with a CVSS (Common Vulnerability Scoring System) score of 9 or greater, and are in one of the following categories:
- (i) **Malware-CNC (Command and Control):** Rules for known malicious command and control activity for identified botnet traffic. This includes call home, downloading of dropped files, and ex-filtration of data.
  - (ii) **Blacklist:** Rules for URLs, user agents, DNS hostnames, and IP addresses that have been determined to be indicators of malicious activity.
  - (iii) **SQL (Structured Query Language) Injection:** Rules that are designed to detect SQL Injection attempts.
  - (iv) **Exploit-kit:** Rules that are designed to detect exploit kit activity.
- (e) select "prevention" as the default configuration setting in the Order. Traffic will be automatically blocked if it is detected as malicious based on the detection ruleset set out in Paragraph 2.8.17(d);
- (f) agree to alter the setting from "prevention" to "detection" or "disabled" upon your request. If "detection" mode is selected, the Ultra Broadband Ultra Broadband Security Service will no longer block traffic patterns which match known threats and only identify them, and if "disabled" mode is selected, no prevention or detection will take place; and
- (g) not pro-actively or reactively investigate or act upon detected or prevented threats or attacks.
- 2.8.18 Use of the intrusion "prevention" setting may result in false positives where certain applications and traffic flows may cause the feature to block legitimate traffic (e.g. applications not adhering to network communication standards). BT will not be liable if false positives occur and as a result, legitimate traffic is blocked.
- 2.8.19 If BT agrees a request from you to alter the parameters for applying new signatures to give a greater or lower sensitivity to attacks, you will be responsible for the outcome of these changes and accept the potential increased risk of false positives (blocks to legitimate traffic), or the increased risk of threats being missed. This includes whitelisting a specific intrusion detection signature or changing your ruleset from 'balanced' to a different mode.

#### Advanced-Malware Protection (AMP)

- 2.8.20 BT will:
- (a) inspect HTTP file downloads and block or allow file downloads based on their disposition, by using a file reputation-based protection engine powered by Cisco AMP; and
  - (b) determine the disposition of a file as "clean", "malicious" or "unknown" using the threat intelligence retrieved from Cisco AMP.
- 2.8.21 Files can change disposition based on new threat intelligence e.g. a downloaded file can go from having a "clean" to a "malicious" disposition. BT will not be responsible for taking any action or for informing you should a file change disposition. BT will only classify the file at the point of inspection.
- 2.8.22 When traffic is filtered, the URL or ID and the action taken are logged in the portal used by BT.
- 2.8.23 You may whitelist specific URLs and files upon request. You may also disable the Cisco AMP service option entirely upon request.
- 2.8.24 You will be responsible for the configuration and any changes made to the Cisco AMP service option and any increased risk of being exposed to malicious content.
- 2.8.25 Use of Cisco AMP may result in false positives where a file or URL that you deem safe is blocked. BT is not liable when false positives occur and result in legitimate files or URLs being blocked.

#### Security Settings and Configuration

- 2.8.26 BT will configure your compatible Ultra Broadband Security Service with a templated set of security policies.
- 2.8.27 You will own and will be responsible for this templated configuration, including any changes or additions that you ask BT to make to your security configurations and policies.
- 2.8.28 You may request configuration changes to the Ultra Broadband Security Service via the Ultra Broadband Service team for action. BT will action the configuration changes during normal Business Hours and complete it by the end of next Business Day.
- 2.8.29 BT may charge you for configuration changes if BT considers that the number or frequency of such changes are excessive.
- 2.8.30 BT will not vet or assess any changes to your security configuration that you ask to be made.
- 2.8.31 BT is not responsible for the total security of your network, User devices, connection or Internet traffic.



### 3 Service Options

BT will provide you with any of the following options ("**Service Options**") if selected, at no extra charge, in accordance with the details as set out in any applicable Order:

#### DNS (Primary and Secondary Name Servers):

- 3.1 BT will provide you with a DNS that will remain associated with your device or Ultra Broadband Service, even if your IP Address changes. If one of your IP Addresses fails or is unavailable, the DNS will automatically direct traffic to an available IP Address under the same host name.

#### Static IP Addresses

- 3.2 BT will provide you with a single Static IP Address for your own use in connection with the Ultra Broadband Service. You may order 4 additional Static IP Addresses with no additional charge.
- 3.3 In the event that your Ultra Broadband Service fails, and you are using 4G Backup, your Static IP Addresses will not work automatically and will require a manual switch over following you notifying BT's service team.

### 4 Service Management Boundary

- 4.1 BT will provide and manage the Ultra Broadband Service as set out in Parts A, B and C of this Schedule and the Order, up to the Hub or, if you do not use a Hub, up to the Network Terminating Unit ("**Service Management Boundary**").
- 4.2 BT is not responsible for the Ultra Broadband Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Ultra Broadband Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT is not responsible under the Contract for providing any technical or other support to your network.
- 4.5 BT is not 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.
- 4.6 BT is not responsible for wireless capability of the Wi-Fi and Guest Wi-Fi service in terms of connectivity, range, signal strength and bandwidth throughput; as these will vary depending on your specific circumstances, for example, Hub location, office layout, connecting devices and other limiting factors. You should therefore consider the appropriate installation location of the Hub(s) during service delivery as this may impact wireless capability, range and performance.

### 5 Associated Services and Third Parties

- 5.1 You will have the following services in place that will connect to the Ultra Broadband Service and are necessary for the Ultra Broadband Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
  - 5.1.1 for 4G Backup, sufficient EE 4G Network signal, electrical power to your Site, a Hub and (if required) a 4G Backup Device; and
  - 5.1.2 a BT enabled Access Line.
- 5.2 The BT enabled Access Line may be provided by BT (under a separate contract) or by another Communications Provider and you will need to be the account holder, or have written authority from the account holder, to use the Access Line for the Ultra Broadband Service.
- 5.3 If the Ultra Broadband Service is being provided over a BT enabled Access Line (whether provided by BT or another Communications Provider) and you terminate the Access Line, BT will terminate your Ultra Broadband Service and this Contract, and you will pay a cease Charge as set out in Paragraph 12.1. If this occurs during the Fixed Commitment Period, you will pay, in addition to the cease Charge, BT Termination Charges as set out in Paragraph 12.
- 5.4 BT will not be liable for failure to, or delay in, supplying the Ultra 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.
- 5.5 BT will provide you with the following additional services, as part of your Ultra Broadband Service:
  - 5.5.1 One Expert Set-Up appointment for a 90-minute duration only. For subsequent Expert Set-Up visits, the standard charge set out in the BT Price List applies.(each an "**Associated Service**").





- 5.6 If BT provides you with any services other than the Ultra Broadband Service (including but not limited to any Associated Service) this Schedule will not apply to those services and those services will be governed by their separate terms. The details for any Associated Service will be set out in the applicable Order.

### 6 Equipment

#### 6.1 Use of BT Equipment

In relation to BT Equipment, you will:

- 6.1.1 keep the BT Equipment safe and without risk to health;
- 6.1.2 only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 6.1.3 not move the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment;
- 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- 6.1.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
- 6.1.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment even where the BT Equipment is fixed to the Site(s);
- 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 6.1.9 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;
- 6.1.10 ensure that the BT Equipment appears in BT's name in your accounting books;
- 6.1.11 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
- 6.1.12 notify any interested third parties that BT owns the BT Equipment.

#### 6.2 BT Equipment

- 6.2.1 Excluding any Software provided as part of any BT Equipment, 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.
- 6.2.2 Any BT Equipment provided to you as part of the Ultra Broadband Service is provided for use with the Ultra Broadband Service only and in accordance with the terms of this Contract and BT's instructions.
- 6.2.3 BT may replace any BT Equipment from time to time and you will inform BT if you do not wish to receive any replacement BT Equipment.
- 6.2.4 On termination or expiry of the Ultra Broadband Service or any Service Option or Add-On, for whatever reason, you will return any BT Equipment to BT within 60 days using the pre-paid envelope provided to you.
- 6.2.5 If you fail to return the BT Equipment to BT in accordance with Paragraph 6.2.4, you will incur a non-return fee as set out in Part 16 of Section 15 of the BT Price List ("**Non-Return Fee**"). Payment of the Non-Return Fee does not transfer ownership or title in the BT Equipment to you and you still must return the BT Equipment to BT.
- 6.2.6 If the BT Equipment is returned to BT within two years of you being charged the Non-Return Fee, BT will credit to your account an amount corresponding to the condition of the BT Equipment allowing for reasonable wear and tear.

#### 6.3 WEEE Directive

- 6.3.1 You will comply with 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**").
- 6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 6.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.



## 7 Specific Terms

### 7.1 Changes to the Contract

- 7.1.1 Subject to the remainder of this Paragraph 7.1, 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) or [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises you of); or
  - (b) by giving Notice to you.
- 7.1.2 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) other than as a result of the Annual Price Increase,
- 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 7.1.5 will apply.
- 7.1.3 If BT amends any Charges (other than Recurring Charges, Charges for Add-Ons, Service Options 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 7.1.5 will apply.
- 7.1.4 Where applicable, if BT makes an amendment to a Service Option or an Add-On (including any applicable Charges for Service Options or 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 Service Option or Add-On that is changing (only) by giving us Notice within 30 days of the date of BT's Notice of the change.
- 7.1.5 Where BT makes an amendment under Paragraph 7.1 to which this Paragraph 7.1.5 is stated to apply, you may terminate the Contract for the 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.
- 7.1.6 Paragraphs 7.1.2 to 7.1.4 (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 7.1.5 will apply.
- 7.1.7 Nothing in this Paragraph 7.1 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 Ultra Broadband Service. Paragraphs 7.1.5 and 7.1.6 will not apply to such amendments.

### 7.2 Annual Price Increase

- 7.2.1 Your Recurring Charges for the Ultra Broadband Service will increase on 1<sup>st</sup> of April each year by the amount communicated to you at the time that you purchase the Service and/or as set out in Section 60 of the [BT Price List](#) ("Annual Price Increase").
- 7.2.2 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.

### 7.3 Termination for Convenience

- 7.3.1 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 Ultra Broadband Service or any Order by giving 30 days' Notice to the other.

### 7.4 Fixed Commitment Period

- 7.4.1 At the end of the Fixed Commitment Period, unless one of us has given Notice to the other of an intention to terminate the Ultra Broadband Service in accordance with the Contract, BT will continue to provide the Ultra Broadband Service and each of us will continue to perform our obligations in accordance with the Contract.

### 7.5 Minimum Guaranteed Download Speed

- 7.5.1 This Paragraph 7.5 and the Minimum Guaranteed Download Speed will not apply to speeds achieved when using 4G Backup.
- 7.5.2 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 which is found at [www.bt.com/mybroadbandspeed](http://www.bt.com/mybroadbandspeed).

7.5.3 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 10 and BT will try to resolve the Incident.

7.5.4 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; and
- (b) BT is unable to resolve the Incident within 30 days from when you first reported the Incident to BT, you may terminate the Ultra Broadband Service, and any Dependent Product associated with that particular Access Line with immediate effect within 30 days from when you first reported the Incident to BT.

7.5.5 If you exercise your right to terminate your Ultra Broadband Service and any Dependent Product in accordance with Paragraph 7.5.4:

- (a) you will not be liable to pay any of the Charges set out in Paragraph 12 (other than the Charges set out in Paragraph 12.1.2);
- (b) BT may request you return the Hub to BT using the pre-paid postage package that BT provides to you; and
- (c) any Add-ons or Service Options that BT provides to you and that are dependent on the Ultra Broadband Service you have terminated will also terminate.

### 7.6 Installation of the Ultra Broadband Service

7.6.1 If you are installing the Ultra Broadband Service yourself, BT will send the Hub, and any other equipment needed for connecting to the Ultra Broadband Service to you and you must promptly install these in accordance with any instructions BT provides. Failure or delay in doing so will prevent BT from providing you with the Ultra Broadband Service. BT will advise you when the Ultra Broadband Service is activated.

7.6.2 Where it is necessary for BT to install the Ultra Broadband Service for you:

- (a) BT will make an appointment with you for internal installation and configuration of the Ultra Broadband Service at the Site;
- (b) appointments will be during Business Days at a time agreed between both of us;
- (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 Ultra Broadband Service as part of BT's installation activities;
- (e) before the appointment date, it may be necessary for BT to contact you to arrange access to the Site to conduct some external works;
- (f) in order to provide the Ultra Broadband Service to you, BT may be required to request a permit under the TMA. If you miss or change an appointment date(s) and BT is unable to complete provision of the Ultra Broadband Service within the period of the TMA permit, you will pay BT for any additional TMA permit charges;
- (g) BT may:
  - (i) connect BT Equipment to your master telephone socket or Network Terminating Unit (as applicable);
  - (ii) install BT Equipment both to the outside of your Site and within the Site, if BT considers it necessary;
  - (iii) install the Hub and any other required BT Equipment;
  - (iv) connect one computer to the Ultra 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 master telephone socket or Network Terminating Unit (as applicable) and power outlet for the Ultra 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 Ultra Broadband Service as set out in Paragraph 7.6.2 (g)(iv), BT's engineer will connect the Ultra Broadband Service to a BT laptop to prove the Ultra Broadband Service is working.

### 7.7 Access to Emergency Services



The Ultra Broadband Service does not provide the ability for Users to call the emergency services by dialling "999" or "112" and BT recommends that you make alternative arrangements to cover this, including maintaining a voice service.

### 7.8 Content

7.8.1 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 Ultra Broadband Service will cease when this Contract ends.

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

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

### 7.9 Provider Independent Resources

7.9.1 If you require Provider Independent Resources (PIR) with the Ultra 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.

### 7.10 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.

### 7.11 Re-grade of your Ultra Broadband Service

If you wish to change your Ultra Broadband Service:

7.11.1 your existing contract for your Ultra 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 BT Business Broadband Service;

7.11.2 BT may, if you downgrade from the Ultra Broadband Service to another BT Business Broadband Service or downgrade Access Line or speed within the Ultra Broadband Service, charge you a downgrade Charge as set out in the BT Price List; and

7.11.3 you may experience interruption to your Ultra Broadband Service.

### 7.12 EULA

7.12.1 By entering this Contract, you agree to the terms of the end licence agreements with the Supplier set out at the web addresses below:

- (a) <http://www.cisco.com/go/eula> ("Cisco EULA"); and
  - (b) <http://www.cisco.com/web/products/seula/meraki-seula.pdf> ("Meraki EULA")
- as may be amended or supplemented from time to time by the Supplier and collectively called "EULAs".

7.12.2 You and your Users will observe and comply with the EULAs for all any use of the applicable Software.

7.12.3 In addition to Clause 15 of the General Terms, if you do not comply with the EULAs, BT may restrict or suspend the Ultra Broadband Service upon reasonable Notice, and:

- (a) you will continue to pay the Charges for the Ultra Broadband Service until the end of the Minimum period of Service; and
  - (b) BT may charge a re-installation fee to re-start the Ultra Broadband Service.
- 7.12.4 You will enter into the EULAs for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULAs are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 7.12.5 Where the EULAs are presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULAs.
- 7.13 **IP Addresses and Domain Names**
  - 7.13.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Ultra Broadband Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
  - 7.13.2 All of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the Ultra Broadband Service.
  - 7.13.3 BT cannot ensure that any requested Domain Name is available from or approved for use by the applicable Regional Internet Registry and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
  - 7.13.4 You warrant that you are the owner of, or are authorised by the owner of, the trademark or name that you wish to use as a Domain Name.
  - 7.13.5 You will pay 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 applicable Internet Registration Authority and thereafter pay such fees directly to the applicable Internet Registration Authority.
  - 7.13.6 You will not own any telephone number related to the Ultra Broadband Service and, apart from your right to number portability where you change communications provider, all your rights to use telephone numbers will cease on termination or expiration of the Ultra Broadband Service.
- 7.14 **Amendments to the General Terms**
  - 7.14.1 A new Clause 15.1.5 is included as follows:  
'if a supplier removes or alters any Service, for such period as may be required by the supplier'
  - 7.14.2 The wording in Clause 15.4 of the General Terms is deleted and replaced with the following:  
'15.4 If BT decides to restrict or suspend a Service for any of the above reasons, BT will let you know beforehand as soon as it reasonably can, except where such restriction or suspension is as a result of Clause 15.1.5 in which case such notification may not be possible before it occurs.'
  - 7.14.3 The wording in Clause 26.1 of the General Terms is deleted and replaced with the following:  
'26.1 Subject to Clause 26.6, either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.'
  - 7.14.4 The wording in Clause 26.5 of the General Terms is deleted and replaced with the following:  
'26.5 Subject to Clause 26.6, either of us may assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.'
  - 7.14.5 A new Clause 26.6 is included as follows:  
'26.6 You may not assign or transfer any of your interests, rights, or obligations under the Contract, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise, except with BT's prior written consent.'
  - 7.14.6 The definition of Software is deleted and replaced with:  
"Software" means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT or a supplier provides to you as part of a Service. It includes any embedded software, but it excludes Open Source Software.



## Part B – Service Delivery and Management

### 8 BT's Obligations

#### 8.1 Service Delivery

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

- 8.1.1 will provide you with contact and access details for the Service Desk;
- 8.1.2 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 its obligations under this Contract;
- 8.1.3 will complete a line test, survey or both to verify that BT can provide the Ultra Broadband Service to you at a Site and, if a survey identifies that additional engineering work is required in order to provide the Ultra 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 Ultra Broadband Service to the affected Sites and the Contract for the Ultra Broadband Service will be cancelled without liability to either of us; or
  - (c) a survey identifies that BT is unable to provide the Ultra Broadband Service to you, BT will notify you as soon as possible and the Contract for the Ultra Broadband Service will be cancelled immediately without liability to either of us;
- 8.1.4 may change the Customer Committed Date if you request a change to the Ultra Broadband Service or any part of the Ultra Broadband Service, including, without limitation, any IP Address location;
- 8.1.5 may expedite delivery of the Ultra Broadband Service for operational reasons or in response to a request from you, but if expedited delivery is not possible the Customer Committed Date will not change;
- 8.1.6 dispatch any BT Equipment for delivery to the applicable Site as set out in the Order; and
- 8.1.7 if agreed between both of us and set out in the Order, install and test any BT Equipment at the applicable Sites.

8.2 BT shall not be required to carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance services.

#### 8.3 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.3.1 configure the Ultra Broadband Service;
- 8.3.2 conduct a series of standard tests on the Ultra Broadband Service to ensure that it is configured correctly;
- 8.3.3 connect the Ultra Broadband Service to each Access Line which may cause a temporary loss in your telephone service if you have one); and
- 8.3.4 on the date that BT has completed the activities in this Paragraph **Error! Reference source not found.**, confirm to you the Service Start Date.

#### 8.4 During Operation

On and from the Service Start Date, BT:

- 8.4.1 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;
- 8.4.2 will, if necessary, work with the relevant supplier to restore the Ultra Broadband Security Service as soon as practicable if you report an Incident with the Ultra Broadband Security Service;
- 8.4.3 will maintain the Cisco Meraki Dashboard to provide you with online access to service reports and placing security configuration change requests;
- 8.4.4 may carry out Maintenance and will endeavour to inform you at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment, however BT may give less notice if emergency Maintenance is required;



- 8.4.5 may, in the event of a security breach affecting the Ultra Broadband Service, require you to change any or all of your passwords. BT does not guarantee the security of the Ultra Broadband Service against unauthorised or unlawful access or use;
- 8.4.6 may, for operational reasons, including the provision of Ultra Broadband Service enhancements or Software upgrades:
- (a) change any codes or numbers given to you, the performance or functionality of the Ultra Broadband Service, or the way BT provides the Ultra Broadband Service, provided that any change to the Ultra Broadband Service or the way BT provides the Ultra Broadband Service will not affect the performance or functionality of the Ultra Broadband Service to your material detriment; or
  - (b) interrupt or suspend the Ultra Broadband Service. If this happens BT will restore the Ultra Broadband Service as quickly as possible;
- 8.4.7 will not be liable in the event that Software updates from the Supplier used to identify and control your network traffic (including malware signatures, URL categories or application definitions) contain errors or omissions, beyond making appropriate corrections (where reasonably possible) as soon as reasonably practical.
- 8.4.8 will provide the Ultra Broadband Security Service to you on an “**as is**” and “**as available**” basis. BT does not guarantee that the Ultra Broadband Security Service will be performed error-free or uninterrupted or that BT will correct all errors in the Ultra Broadband Security Service.
- 8.4.9 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
- 8.4.10 if BT may take steps in the BT Network to block access to any malicious domains to protect you from possible criminal threats associated with such domains but BT does not guarantee that it will be able to block all malicious domains.
- 8.5 **The End of the Service**
- On termination of the Ultra Broadband Service by either one of us, or expiry, BT:
- 8.5.1 will provide configuration information relating to the Ultra Broadband Service provided at the Sites in a format that BT reasonably specifies;
  - 8.5.2 may disconnect and remove any BT Equipment located at the Sites;
  - 8.5.3 will terminate any rights of access to the relevant Software and stop the Ultra Broadband Security Service; and
  - 8.5.4 may delete any Content stored on the Ultra Broadband Service.

## 9 Your Obligations

### 9.1 Service Delivery

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

- 9.1.1 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Ultra Broadband Service;
- 9.1.2 in jurisdictions where an employer is legally required to make a disclosure to its employees or Users:
  - (a) inform your Users that as part of the Ultra Broadband Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees 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); and
  - (c) 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 Ultra Broadband Service by BT;
- 9.1.3 ensure that the LAN protocols and applications you use are compatible with the Ultra Broadband Service;
- 9.1.4 subject to Paragraph 2.4, the Ultra 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;
- 9.1.5 provide BT with the name and contact details of at least one individual who will be responsible for receiving the BT Equipment at the Site;



- 9.1.6 prepare and maintain the Site for the installation of BT Equipment and supply of the Ultra Broadband Service, including, without limitation:
- (a) provide a suitable and safe operational environment for any BT 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 to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
  - (c) provide a secure, continuous power supply at the Site for the operation and maintenance of the Ultra Broadband Service and BT Equipment at such points and with such connections as BT specifies. In order to mitigate any Ultra Broadband Service interruption resulting from failure in the principal power supply, you will provide back-up power which complies with applicable British standards; and
  - (d) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- 9.1.7 ensure that you implement adequate internal security policies to stop unlawful access to or use of Wi-Fi Access or Guest Wi-Fi;
- 9.1.8 be responsible for your security configuration, and for reviewing and requesting any changes to that configuration;
- 9.1.9 manage, and provide BT with accurate details of your internal IP address design; and
- 9.1.10 obtain and provide in-life support for any software running on your Users' devices; the security and operation of Users' devices is your responsibility.
- 9.2 During Operation**
- On and from the Service Start Date, you will:
- 9.2.1 ensure that any Customer Equipment that is connected to the Ultra Broadband Service or that you use, directly or indirectly, in relation to the Ultra 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 Ultra 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;
- 9.2.2 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not comply with any relevant instructions, standards or Applicable Law;
- 9.2.3 connect equipment to the Ultra Broadband Service only by using the Network Terminating Equipment at the Sites;
- 9.2.4 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Ultra Broadband Service, including the Cisco Meraki Dashboard;
- 9.2.5 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 9.2.6 ensure the security, confidentiality and proper use of all valid User access profiles, usernames, personal identification numbers, passwords and other systems administration information used in connection with the Ultra 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 Ultra Broadband Service; and
  - (c) satisfy BT's security checks if a password is lost or forgotten;
- 9.2.7 if BT requests you to do so in order to ensure the security or integrity of the Ultra Broadband Service, change any or all passwords or other systems administration information used in connection with the Ultra Broadband Service;
- 9.2.8 not use the Ultra 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 Ultra Broadband Service to you or service to any of BT's other customers;

- 9.2.9 access the Ultra Broadband Service in the way permitted by BT;
- 9.2.10 not attempt to circumvent any security measures in the Ultra Broadband Service;
- 9.2.11 only use 4G Backup if your Ultra Broadband Service fails;
- 9.2.12 only use the 4G Device and the SIM Card provided together and not with any other devices or SIM Cards;
- 9.2.13 permit BT or BT's agents at BT's discretion to remove and replace faulty components or to remove faulty BT Equipment in its entirety and exchange it with a functioning replacement. BT will use reasonable endeavours to ensure any data on the recovered appliance or components is rendered unreadable prior to disposal or recycling;
- 9.2.14 agree that the processing of customer information and Customer Personal Data will be subject to the Supplier's privacy policy as may be amended or supplemented from time to time by the Supplier. You agree that BT will not be liable for any claim arising out of or in connection with any failure by the Supplier to comply with the Supplier's privacy policy and you will make any claims directly against the Supplier;
- 9.2.15 agree that the Ultra Broadband Security Service will operate in combination with your content or applications or with any other software, hardware, systems or data;
- 9.2.16 own all right, title and interest in and to all of the customer information and will have sole responsibility for the legality, reliability, integrity, accuracy and quality of any customer information and agree to comply with the Data Protection Legislation; and
- 9.2.17 be responsible for results that you have obtained from the use of the Ultra Broadband Security Service, and for conclusions drawn from such use. BT will have no liability for any damage caused by errors or omissions in any information, instructions or scripts that you have provided to BT in connection with the Ultra Broadband Security Service, or any actions that BT has taken at your direction.

### 9.3 The End of the Service

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

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

## 10 Notification of Incidents

- 10.1 Where you become aware of an Incident:
  - 10.1.1 you will report it to the Service Desk;
  - 10.1.2 BT will give you a Ticket;
  - 10.1.3 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.
- 10.2 If you inform BT that the Incident is not cleared within 24 hours of BT closing the Ticket, the Ticket will be re-opened, and BT will continue to work to resolve the Incident.
- 10.3 Where BT becomes aware of an Incident, Paragraph 10.1.2 and 10.1.3 will apply.

## 11 Invoicing and Charges

- 11.1 BT will invoice you for the Charges for the Ultra Broadband Service as set out in Paragraph 11.2 in the amounts and currency specified in any Orders.
- 11.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
  - 11.2.1 an Activation Fee, on or after the Start Date;
  - 11.2.2 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);



- 11.2.3 Recurring Charges, monthly/quarterly in advance (depending on your billing frequency). For any period where Ultra Broadband Service is provided for less than one month, the Recurring Charges are calculated on a daily basis;
  - 11.2.4 De-installation Charges within 60 days of de-installation of the Ultra Broadband Service; and
  - 11.2.5 any Termination Charges incurred in accordance with Paragraph 12 upon termination of the relevant Ultra Broadband Service.
- 11.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- 11.3.1 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;
  - 11.3.2 Charges for commissioning the Ultra Broadband Service outside of Business Hours;
  - 11.3.3 Charges for restoring Ultra Broadband Service if the Ultra Broadband Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
  - 11.3.4 Charges for cancelling the Ultra Broadband Service in accordance with Clause 16 of the General Terms as set out in Section 52, Part 6, Sub-part 3 of the BT Price List;
  - 11.3.5 Charges for expediting provision of the Ultra Broadband Service at your request after you have been informed of the Customer Committed Date; and
  - 11.3.6 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 Ultra Broadband Service to another BT Business Broadband Service, change Access Line or speeds as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.
- 11.4 **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:
- 11.4.1 if BT attends an incorrect Site address provided by you;
  - 11.4.2 if BT arrives to carry out the installation at the Site 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, are not present;
  - 11.4.3 if BT is refused entry at the Site, or no access may be gained at the appointed time agreed between you and BT;
  - 11.4.4 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;
  - 11.4.5 if BT finds that the location or environment provided by you for the BT Equipment 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
  - 11.4.6 if you provide BT with less than 24 hours' notice of an amendment to, or cancellation of, BT's appointment or Order.

## 12 Termination Charges

- 12.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Ultra Broadband Service for convenience, regardless of whether you are in the Fixed Commitment Period, you will pay BT:
  - 12.1.1 a cease Charge as set out in Section 52, Part 6, Sub-part 3 of the BT Price List;
  - 12.1.2 all outstanding Charges for the Ultra Broadband Service;
  - 12.1.3 De-installation Charges (if applicable);
  - 12.1.4 Non-Return Fee (if applicable);
  - 12.1.5 any remaining Charges outstanding with regard to BT Equipment;
  - 12.1.6 any other Charges set out in the Order; and
  - 12.1.7 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.



- 12.2 Subject to Paragraph 7.5.5 and in addition to the Charges set out at Paragraph 12.1 above, if you terminate your Ultra Broadband Service during the Fixed Commitment Period, you will pay BT 65% of the Recurring Charge for the Ultra Broadband Service for all remaining months of the Fixed Commitment Period as set out in your Order from the date you first use the Ultra Broadband Service excluding any waived Installation Charges.
- 12.3 You will not have to pay the Termination Charges set out in Paragraph 12.1 if you have given BT Notice to terminate the Contract for convenience during the Fixed Commitment 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 12.3 does not apply to Bespoke Contracts.
- 12.4 If BT terminates the Contract during the Fixed Commitment 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 12.2.



## Part C – Service Levels

### 13 Service Care Level

13.1 BT will repair a Qualifying Incident in accordance with the Service Care Level below:

Service Care Level	Description
Prompt Care	BT will aim to repair a Qualifying 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 will treat a Qualifying Incident as 'reported' after 2100 on a weekday or a Saturday, or anytime on Sundays or on public or bank holidays, as if you reported the Qualifying Incident at 0800 on the next weekday or Saturday after the day you actually reported the Qualifying Incident to BT.

13.2 BT will only be responsible for Incidents on the BT Network. Configuration changes to the Ultra Broadband Security Service are not covered by the Service Care Level and BT will aim to implement these within 48 hours of a request being submitted.

### 14 Application of the Compensation Scheme

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

### 15 Exceptions

15.1 Compensation will not be payable:

- 15.1.1 in the event that Clause 8 of the General Terms applies;
- 15.1.2 during any trial period of the Ultra Broadband Service;
- 15.1.3 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 for the Ultra Broadband Service);
- 15.1.4 if, following remote diagnostics, BT sends out a replacement Hub within the timescales for repair and you are not available to accept delivery of the Hub;
- 15.1.5 if BT is unable to contact you despite reasonable attempts;
- 15.1.6 if you cancel the Ticket before BT has rectified any Service Failure;
- 15.1.7 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;
- 15.1.8 if you report an Incident and BT cannot confirm that an Incident exists after performing tests;
- 15.1.9 if you asked BT to test the Ultra Broadband Service at a time when no Incident has been detected and/or reported; or
- 15.1.10 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 Ultra 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

### 16 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below 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). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading 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 Backup”** means a resilient service that in the event any element of your Ultra Broadband Service fails, will enable you to automatically connect to the EE 4G network.

**“4G Device”** means a device that is plugged into your Hub and that will provide you with 4G Backup.

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

**“Activation Fee”** means those Charges set out in the Order in relation to the connection and activation of the Access Line.

**“Add-On”** means an additional service which is not part of your Ultra Broadband Service, and which is either provided with no minimum period of service or has a minimum period of service of 30 days or less (including add-ons with a 30 day or less notice period that renew automatically).

**“Annual Price Increase”** has the meaning given to it in Paragraph 7.2.1.

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

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

**“BT Business App”** means an application that allows you to manage your BT account using your mobile device.

**“BT Business Broadband Service”** means a broadband service provided by BT.

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

**“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 Wi-Fi Web Page.

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

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

**“Cisco AMP”** means the Advanced Malware Protection system provided by Cisco, or similar technology from time to time, used as part of the Ultra Broadband Service.

**“Cisco Meraki Dashboard”** means a Cisco Meraki branded cloud-based management platform which allows you visibility over aspects of the Ultra Broadband Security Service and through which you can request specific configuration changes.

**“Cisco Sourcefire SNORT® Engine”** means an open-source network intrusion prevention system and network intrusion detection system, or similar technology from time to time, used as part of the Ultra Broadband Service.

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

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

**“Content Filtering”** means web or URL filtering and does not include any email or file scanning.

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

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

**“De-installation Charges”** means the charges payable by you on de-installation of the Ultra Broadband Service.

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

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

**“EE”** means EE Limited, registration number 02382161, registered office at 1 Braham Street, London, United Kingdom, E1 8EE.

**“EE 4G Network”** means the electronic communications systems by which EE makes 4G services available in the United Kingdom.

**“Expert Set-Up”** means our Expert Setup service, the terms for which can be found at <https://business.bt.com/terms/> under IT / IT Solutions/Support / Expert Setup.

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

**“FTTP”** means fibre to the premises.

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

“**Hub**” means a router supplied by BT that is compatible with the Ultra Broadband Service.

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

“**Installation Charges**” means those Charges set out in the Order in relation to installation of the Ultra Broadband Service or any 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.

“**Layer 3 Firewall**” has the meaning given in Paragraph 2.8.2.

“**Layer 7 Firewall**” has the meaning given in Paragraph 2.8.3.

“**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).

“**Mesh Access Point**” means a device that is connected to your Hub and that will provide you with Mesh Wi-Fi.

“**Mesh Wi-Fi**” means a service that creates a single network and extends the Wi-Fi signal from the Hub throughout your Site.

“**Minimum Guaranteed Download Speed**” means the minimum guaranteed download speed for a particular Access Line provided to you when you order the Ultra 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 Ultra 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 and may also be known as an **Optical Network Termination** or **ONT**.

“**Non-Return Fee**” has the meaning given to it in Paragraph 6.2.5.

“**Order**” means the email confirmation that BT sends to you when order your Ultra Broadband Service or any other document that BT gives to you when you order the Ultra Broadband Service.

“**Planned Maintenance**” means any Maintenance BT has planned to do in advance.

“**Prompt Care**” has the meaning given in Paragraph **Error! Reference source not found..**

“**Qualifying Incident**” means an Incident, except where any of the following events have occurred:

- (a) the Ultra Broadband Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported, and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Ultra Broadband Service at a time when no Incident has been detected or reported.

“**Recurring Charges**” means the Charges for the Ultra Broadband Service or applicable part of the Ultra 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 **Error! Reference source not found..**

“**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 Ultra Broadband 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 Hub if provided by BT.

“**Service Management Boundary**” has the meaning given in Paragraph **Error! Reference source not found..**

“**Service Options**” has the meaning given in Paragraph 3.





“**Service Start Date**” means the date BT first makes the Ultra Broadband Service available to you.

“**SIM Card**” means a card that is inserted into a device (such as a cell phone) and that is used to identify a subscriber on a communications network and to store data such as phone numbers or contact information.

“**Site**” means a location at which the Ultra Broadband Service is provided.

“**SOGEA**” means single order generic ethernet access.

“**Standard Service Components**” has the meaning given in Paragraph 2.

“**Supplier**” means Cisco Systems, Inc. or its applicable Affiliates.

“**Ticket**” means a unique reference number for an Incident and may also be known as a “**fault reference number**”.

“**TMA**” means Traffic Management Act 2004.

“**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.

“**Webroot BrightCloud®**” means a system that provides Content Filtering lists and databases, or similar technology from time to time, used as part of the Ultra Broadband Service.

“**WEEE**” means waste electrical and electronic equipment.

“**WEEE Directive**” means the Waste Electrical and Electronic Equipment Directive 2012.

“**Wi-Fi**” means the local area wireless technology that allows compatible equipment to connect to a local network to enable access to the Internet.

“**Wi-Fi Access**” means a wireless data service (which may also be known as BT Wi-Fi, BT FON or EE Wi-Fi) which BT provides to you and that uses radio frequency to access a BT Site.

“**Wi-Fi Web Page**” means <https://ee-wifi.ee.co.uk> or such other URL as BT may advise from time to time.