BT Business Broadband
Essential, Enhanced and Pro Packages
Service Schedule
Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

1.1 BT's Broadband service provides you with internet access available in a range of options and speeds 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 internet access service), comprising:

1.1.1 the standard components of the service set out in Part B; and

1.1.2 any optional components described in Part B and set out in any applicable Order,

up to the point of the Service Management Boundary ("**Service**").

1.2 This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.

1.3 This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions.

2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

2.1 BT may carry out Planned Maintenance on the Service from time to time.

2.2 BT may change the Service provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide you with as much notice as is reasonably practicable. Such changes may include:

2.2.1 changing, replacing, introducing or removing features of the Service;

2.2.2 replacing the Service with a materially equivalent Service;

2.2.3 changes to reflect developments in or changes to technology used to provide the Service;

2.2.4 substituting or replacing BT Equipment; or

2.2.5 changes required to (i) protect the integrity or security of the BT Network or (ii) comply with Applicable Law. BT 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;

2.3 On and from the Operational Service Date, BT may, for operational reasons, including the provision of Service enhancements or Software upgrades:

2.3.1 change any codes or numbers given to you, the performance or functionality of the Service, or the way BT provides the Service, provided that any change to the Service or the way BT provides the Service will not affect the performance or functionality of the Service to your material detriment; or

2.3.2 interrupt or suspend the Service. If this happens BT will restore the Service as quickly as possible;

2.4 BT may restrict or suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform you in advance.

3. GENERAL CUSTOMER OBLIGATIONS

3.1 You will:

3.1.1 provide BT, without undue delay, with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service. If you provide incomplete or incorrect information or if the information you provided changes, BT may review the Charges for any applicable Services;

3.1.2 use the Incident reporting procedures notified to you by BT, and ensure that the Customer Contact is available for all subsequent Incident management communications;

3.1.3 ensure that the local area network (LAN) protocols, applications and equipment used by you are compatible with the Service;

3.1.4 procure services that are needed to permit the Service to operate, including Enabling Services as defined in Part B, and ensure they meet the minimum technical requirements specified by BT;

3.1.5 where you have provided your own or a third party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;

3.1.6 inform BT of any planned maintenance on any third party provided Enabling Service;

3.1.7 provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT Equipment installed on an Enabling Service that is not being provided by BT;

3.1.8 in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:

(a) inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;

(b) ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required); and

3.1.9 be responsible for your Content and your Users' Content (including any Content hosted by you or any User on behalf of third parties).

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

3.2.1 the use of Content is at your own risk;

3.2.2 the Content may change from time to time;

3.2.3 the Content will only be used for your own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;

3.2.4 you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;

3.2.5 BT will not guarantee the accuracy or completeness of the Content;

3.2.6 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

3.2.7 access to any Content provided on a subscription basis as part of the Service will cease when this Contract ends.

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

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

4. EQUIPMENT AND SITE REQUIREMENTS

4.1 Site Requirements

4.1.1 You will:

(a) prepare and maintain the Site for the installation of the BT Equipment and supply of the Service, including, without limitation:

(i) 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;

(ii) 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;

(iii) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment at such points and with such connections as BT specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, you will provide back-up power which complies with applicable British standards;

(iv) provide internal cabling between the BT Equipment, Loaned Equipment and any Customer Equipment, as appropriate; and

(v) provide, at your own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment, including in particular the cabling between the NTU and any BT Equipment at a Site;

(b) provide BT with the name and contact details of at least one individual who will be responsible for receiving the Equipment at the Site;

(c) for Sites not under BT's control, get all the consents, licences, permissions and authorisations BT and you need and keep them up to date so BT can provide the Service at the Sites, including for:

(i) making alterations to buildings;

(ii) getting into property;

(iii) dealing with local authorities, landlords or owners;

(iv) installing equipment; and

(v) using the Service over your network or at a Site;

(d) provide BT, or third parties acting on BT's behalf, with access to any Site(s) during Business Hours, or as otherwise agreed in an Order, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service.

4.2 Equipment

4.2.1 In relation to Equipment, you will:

(a) keep the Equipment safe and without risk to health;

(b) not move the 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; and

(c) not make any alterations or attachments to, or otherwise interfere with, the 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 Equipment.

4.2.2 In relation to Equipment, you will:

(a) only use the 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;

(b) not sell, charge, assign, transfer or dispose of or part with possession of the Equipment or any part of it;

(c) not allow any lien, encumbrance or security interest over the Equipment, nor pledge the credit of BT for the repair of it or otherwise;

(d) not claim to be owner of, and ensure that the owner of the Site(s) will not claim ownership of, the Equipment, even where it is fixed to the Site(s);

(e) obtain appropriate insurance against any damage to or theft or loss of the Equipment;

(f) 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, loss, damage or theft of the Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT; and

(g) where there is a threatened seizure of the Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Equipment.

4.3 BT Equipment and Loaned Equipment

4.3.1 Excluding any Software provided as part of any BT Equipment and Loaned Equipment, all BT Equipment and Loaned Equipment will remain BT's property at all times and risk in BT Equipment and Loaned Equipment will pass to you upon delivery, whether or not it has been installed.

4.3.2 Any BT Equipment and Loaned Equipment provided to you as part of the Service is provided for use with the Service only and in accordance with the terms of this Contract and BT's instructions.

4.3.3 BT may replace any Loaned Equipment from time to time and you will inform BT if it does not wish to receive any replacement Loaned Equipment.

4.3.4 On termination or expiry of the Service or any Service Option or Add-On, for whatever reason, you will return any Loaned Equipment to BT within 60 days using the pre-paid envelope provided by BT.

4.3.5 If you fail to return the Loaned Equipment to BT in accordance with Paragraph 4.3.4, 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 Loaned Equipment to youand you still must return the Loaned Equipment to BT.

4.3.6 If the Loaned 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 Loaned Equipment allowing for reasonable wear and tear.

4.4 Customer Equipment

4.4.1 You will:

(a) monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;

(b) implement adequate internal security policies to stop unlawful access to or use of Wi-Fi Access;

(c) install and connect any BT Equipment in accordance with any instructions BT provides;

4.4.2 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the 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 Service and will not harm or damage BT Equipment, Loaned 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;

4.4.3 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; and

4.4.4 connect equipment to the Service only by using the Network Terminating Equipment at the Sites.

5. INSTALLATION OF SERVICE

5.1 If you wish to install the Service, BT will send the BT Hub to you and you must promptly install the BT Hub in accordance with any instructions BT provides. Failure or delay in doing so will prevent BT from providing you with the Service. BT will advise when the Service is activated.

5.2 Where it is necessary for BT to install the Service for you:

5.2.1 BT will select the most suitable installation type at the Site based upon information BT holds and recommendations from BT's supplier;

5.2.2 you may request a more complex engineer installation with additional features if available and BT may add an extra cost to the Activation Fee;

5.2.3 BT will make an appointment with you for internal installation and configuration of the Service at the Site;

5.2.4 appointments will be during Business Days at a time agreed between both of parties;

5.2.5 you will provide BT with access at the times that are agreed for the appointment(s);

5.2.6 before the appointment date BT will despatch any equipment to you that BT needs for connecting to the Service as part of BT's installation activities;

5.2.7 before the appointment date, it may be necessary for BT to contact you to arrange access to the Site to conduct some external works;

5.2.8 in order to provide the Service to you, BT may be required to request a permit under the TMA. If you miss or change the appointment date(s) and BT is unable to complete provision of the Service within the period of the TMA permit, you will pay BT for any additional TMA permit charges;

5.2.9 depending on the Service chosen by you, BT may:

(a) connect BT Equipment to your master telephone socket or Network Terminating Unit (as applicable);

(b) install BT Equipment both to the outside of your Site and within the Site, if BT considers it necessary;

(c) install the BT Hub;

(d) connect one computer to the 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 Service;

5.2.10 BT recommends that, before the BT engineer's visit to the Site, you back up any data stored on its computer. BT will not be liable for any data lost during installation; and

5.2.11 if you do not wish BT to connect its computer to the Service, BT's engineer will connect the Service to a BT laptop to prove the Service is working.

6. SERVICE MANAGEMENT

6.1 Before the Operational Service Date and, where applicable, throughout the provision of the Service, BT:

6.1.1 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;

6.1.2 may change the Customer Committed Date if you request a change to the Service or any part of the Service, including, without limitation any IP Address location; and

6.1.3 may expedite delivery of the 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.

6.2 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.

6.3 Following BT's site survey, BT may, acting reasonably, propose that provision of Service is not possible for operational reasons. Following consultation and agreement with you, BT will not proceed with provision of the Service and you agree that BT shall not be liable to you for failure to provide the Service. Where this is the case, BT will reject the Order and you shall not be liable for cancellation Charges.

7. PASSWORDS, AUTHORISED USERS AND SECURITY

7.1 Youare responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with the BT Equipment or the Service, and you will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.

7.2 BT does not guarantee the security of the Service against unauthorised or unlawful access or use.

7.3 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.

7.4 Youwill distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.

7.5 You will maintain a list of current Users and promptly terminate access of any person who is no longer an authorised User.

7.6 You will promptly inform BT if a User's 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.

7.7 You will change any or all passwords or other systems administration information used in connection with the Service if BT asks you to do so in order to help safeguard ensure the security or integrity of the Service.

7.8 You will not allow any specific User license to be used by more than one User unless it has been reassigned in its entirety to another User.

8. IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

8.1 Except for IP Addresses and telephone numbers expressly registered in your name, all IP Addresses and Domain Names and telephone numbers made available by BT with the Service will at all times remain BT's ownership or the ownership of BT's suppliers and are non-transferable.

8.2 All your rights to use BT IP Addresses or BT Domain Names or telephone numbers will cease on termination or expiration of the Service, apart from your right to number portability when you change Communications Provider.

9. MINIMUM GUARANTEED DOWNLOAD SPEED

9.1 This Paragraph 9 and the Minimum Guaranteed Download Speed will not apply to speeds achieved when using Hybrid Backup.

9.2 When BT receives the Order, and before the Operational Service Date, BT will provide you with:

9.2.1 an estimate of your normally available upload and download speed ranges for each of your Access Lines;

9.2.2 the Minimum Guaranteed Download Speed that you may expect for each of your Access Lines; and

9.2.3 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.

9.3 If, after 10 days following the Operational Service 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 Part B Paragraph 7 and BT will try to resolve the Incident.

9.4 If:

9.4.1 the Access Line speed is continuously or intermittently below the Minimum Guaranteed Download Speed for three consecutive days after reporting the Incident to BT; and

9.4.2 BT is unable to resolve the Incident within 30 days from when you first reported the Incident to BT,

youmay terminate the Service and any Dependent Product or Bundle Product associated with that particular Access Line with immediate effect within 30 days from when you first reported the Incident to BT.

9.5 If you exercise your right to terminate the Service and any Dependent Product or Bundle Product in accordance with Paragraph 9.4:

9.5.1 youwill not be liable to pay any of the Charges set out in Paragraph 19.4 (other than the Charges set out in Paragraph 19.4.1);

9.5.2 BT may request that you return the BT Hub to BT using the pre-paid postage package that BT provides to them; and

9.5.3 any Add-Ons or Service Options that BT provides to you and that are dependent on the Service you have terminated will also terminate.

Section B Acceptable Use Policy

10. INTRODUCTION

10.1 You acknowledge that it has read and agrees to be bound by and to ensure that any Users will comply with this Section B ("**Acceptable Use Policy**" or "**AUP**") and generally accepted Internet standards.

11. USE OF THE SERVICE

11.1 You will not use the Service in breach of Applicable Law or in any way that is considered to be:

11.1.1 detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and

11.1.2 detrimental to the provision of services to you or any other BT customer.

11.2 Youwill not use the Service to intentionally take, or attempt to take, any action that could:

11.2.1 transfer files that are, contain or are made up of viruses, worms, trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or

11.2.2 prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.

11.3 Unless agreed in writing with BT:

11.3.1 You will only use the Services for the commercial and business purposes for which they have been designed;

11.3.2 You will not share the Service publicly or with any third parties; and

11.3.3 You will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to Paragraph 11.3.1 above.

11.4 You will:

11.4.1 access the Service in the way permitted by BT;

11.4.2 only use Hybrid Backup if the Service fails or in the Next Day Connection period;

11.4.3 only use the Hybrid Connect Device and the SIM Cards provided together and not with any other devices or SIM Cards;

11.4.4 use only a single Cloud Voice Express Licence with one Fibre Basic or Fibre Enhanced;

11.4.5 only use Fibre Basic to support approved devices and applications that use little data, such as an alarm line, a lift line, or an electronic point of sale (EPOS) system. If you do not use Fibre Basic for this purpose, including if it uses it as a broadband connection for Internet browsing, BT will not be liable for the performance of your devices and applications; and

11.4.6 use only a single VoIP or Cloud Voice Express Licence if estimated normally available download speed range of your Broadband Essential or Broadband Enhanced is between 2.5Mb/s and 4.5 Mb/s.

12. USE OF MATERIALS

12.1 You will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:

12.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;

12.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;

12.1.3 in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;

12.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or

12.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.

12.2 You will ensure that all material that is derived from the machines or networks that you use in connection with the Service is not in breach of this AUP.

13. SYSTEMS AND SECURITY

13.1 You will not:

13.1.1 take any action that could:

(a) damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or

(b) adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.

13.1.2 access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;

13.1.3 connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or

13.1.4 collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

Section C Compliance and Regulation

14. ACCESS TO EMERGENCY SERVICES

The 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.

15. DISPUTE RESOLUTION

BT will try to resolve any complaint or dispute that you may have with BT in accordance with the dispute settlement procedure set out in 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.

Section D Charges, Minimum Term and Termination

16. CHARGES

16.1 You will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Contract.

16.2 BT will invoice you for the Charges for the Service as set out in Paragraph 16.3 in the amounts and currency specified in any Orders.

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

16.3.1 an Activation Fee, on or after the Operational Service Date;

16.3.2 Installation Charges, on or after the Operational Service Date (or monthly/quarterly in arrears (depending on your billing frequency) prior to the Operational Service Date for any work carried out where the planned installation period is longer than one month);

16.3.3 Recurring Charges, monthly/quarterly in advance (depending on your billing frequency). For any period where Service is provided for less than one month, the Recurring Charges are calculated on a daily basis;

16.3.4 De-installation Charges within 60 days of de-installation of the Service; and

16.3.5 any Termination Charges incurred in accordance with Paragraph 19.4 upon termination of the relevant Service.

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

16.4.1 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;

16.4.2 Charges for commissioning the Service outside of Business Hours;

16.4.3 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;

16.4.4 Charges for cancelling the 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;

16.4.5 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and

16.4.6 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; and

(e) downgrade Charges where you downgrade from one BT Business Broadband Package to another BT Business Broadband Package, change Access Line or speeds as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.

16.5 Abortive Visit Charge

16.6 In addition to the Charges set out in the Order, you may be liable for the following additional Charges:

16.6.1 Charges for (de-)commissioning the Service outside of Business Hours;

16.6.2 Charges for expediting provision of the Service at your request after BT has informed you of the delivery date;

16.6.3 Charges for investigating Incidents you report where BT finds no Incident or that the Incident is outside the Service Management Boundary;

16.6.4 Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Contract;

16.6.5 Charges if BT attends an incorrect Site address provided by you;

16.6.6 Charges if BT arrives to carry out the installation or fault rectification at the Site address provided by you, and either:

(a) you no longer want the installation completed or the fault rectified; or

(b) you, having previously chosen to be present at the time of installation or fault rectifiecation, are not present;

16.6.7 Charges if BT is refused entry at the Site, or no access may be gained at the appointed time agreed between you and BT;

16.6.8 Charges 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;

16.6.9 Charges if BT finds that the location or environment provided by you for the BT Equipment, Loaned 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

16.6.10 Charges if you provide BT with less than 24 hours' notice of an amendment to, or cancellation of, BT's appointment or Order; or

16.6.11 Any other Charges agreed between the parties in writing.

16.7 Pricing packages or schemes

16.7.1 Where BT has agreed that the Service may be included within one of BT's standard pricing packages or schemes, you agree that during the period that the 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.

16.7.2 Upon termination of the pricing package or scheme, the Charges will revert to those specified in this Schedule.

16.8 Excess Construction Charges.

16.8.1 All Services and pricing are subject to Site survey. After the execution of the Order, BT will arrange for any survey(s) to be conducted to confirm the availability of a suitable Access Line to the Site(s). If the survey(s) identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s) and:

(a) the Excess Construction Charges are agreed with you, BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or

(b) the Excess Construction Charges are not agreed with you, BT may provide a new quote to you, detailing the additional Excess Construction Charges you will need to pay for the engineering work to be completed. If you:

(i) accepts the new quote, BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or

(ii) does not accept the new quote, BT will cancel the provision of the Service to the affected Site(s) and BT will have no obligation to provide the Service to you at that Site. The Parties will agree any amendments required to minimum commitments if applicable.

16.8.2 BT will only invoice you for any Excess Construction Charges actually incurred.

17. ANNUAL PRICE INCREASE

17.1 The Recurring Charges for the Service will increase on 1st of April each year by the amount communicated to you at the time of purchase of the Service and/or as set out in Section 60 of the BT Price List. This change to Recurring Charges will not give you the right to terminate the Contract without paying Termination Charges.

18. CHANGES TO THE CONTRACT

18.1 Subject to the remainder of this Paragraph 18, BT may amend the Contract (including the Charges) at any time by either:

18.1.1 publishing the amendment online at https://business.bt.com/businessterms (or any other online address that BT advises); or

18.1.2 by giving Notice to you.

18.2 If BT amends:

18.2.1 the General Terms, this Schedule, any applicable Annex, or the Order; and/or

18.2.2 the Recurring Charges (excluding any applicable 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 18.4 will apply.

18.3 If BT makes an amendment to a Service Option (including any applicable Charges for Service Options) 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 that is changing (only) by giving BT Notice within 30 days of the date of BT's Notice of the change.

18.4 Where BT makes an amendment under Paragraph 18 to which this Paragraph 18.4 is stated to apply, you may terminate the Contract for the Service without paying any Termination Charges provided that:

18.4.1 it gives Notice to BT within 30 days after the date of BT's Notice; and

18.4.2 it pays all Charges for the Service that are performed during the 30 day notice period.

18.5 Paragraphs 18.1 to 18.4 (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 youmaterial detriment, BT will Notify you at least 30 days before the change is to take effect and Paragraph 18.4 will apply.

18.6 Nothing in this Paragraph 18 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 Service. Paragraphs 18.5 and 18.6 will not apply to such amendments.

18.7 If you wish to change the BT Business Broadband Package:

18.7.1 Your existing contract for the Service will terminate (provided you will still be liable for all outstanding Charges due under the existing contract) and the Customer will sign a new contract for the new BT Business Broadband Package;

18.7.2 BT may, if you downgrade from one BT Business Broadband Package to another, charge you a downgrade Charge as set out in the BT Price List; and

18.7.3 You may experience interruption to the Service.

19. MINIMUM TERM AND TERMINATION

19.1 The Order sets out any Minimum Term applicable to the Service, as well as any associated volume commitments.

19.2 Following the expiration of the Minimum Term, the Service shall continue unless and until terminated in accordance with the terms of the Contract and both parties will continue to perform their obligations in accordance with the Contract.

19.3 Termination for Convenience

19.3.1 Either of us may, at any time after the Operational Service Date and without cause, terminate the Contract or Service by giving 30 days' Notice to the other. Termination Charges shall be payable by you where you terminate the Service or the Contract under this Paragraph 19.3.1.

19.3.2 If you terminate the Service in accordance with Paragraph 19.3.1 any Hybrid Backup, Complete Wi-Fi or Complete Wi-Fi Plus provided as a Service Option, or any Hybrid Speed Boost provided as an Add-on will also terminate on expiry of the Notice.

19.4 Charges at the end of the Contract

19.4.1 If you exercise your right to terminate the Contract or any Service for convenience, regardless of whether it is in the Minimum Term, you will pay BT:

(a) a cease Charge as set out in Section 52, Part 6, Sub-part 3 of the BT Price List;

(b) all outstanding Charges for the Service;

(c) De-installation Charges (if applicable);

(d) Non-Return Fee (if applicable);

(e) any remaining Charges outstanding with regard to BT Equipment;

(f) any other Charges set out in the Order;

(g) all committed costs to a supplier incurred by BT as a result of your committment to BT under the Contract, which BT cannot reasonably mitigate; and

(h) if the Minimum Term is less than 24 months, a Recurring Charge for Hybrid Backup for all remaining months of the 24-month period starting from the date when BT first provided you with Hybrid Backup; and

19.4.2 in addition, if the Service is in the Minimum Term, you will pay BT a Termination Charge of 65% of the Recurring Charge for the Service for all remaining months of the Minimum Term excluding any period during which they received Next Day Connection and any waived Installation Charges.

19.4.3 You will not have to pay the Termination Charges if you have given BT Notice to terminate the Contract for convenience during the Minimum Term because you have the right to terminate a Linked Contract as a result of a change that BT has made to the Linked Contract in accordance with the terms of that contract. This Paragraph 19.4.3 does not apply to Bespoke Contracts.

19.4.4 If BT terminates the Contract during the Minimum Term due to breach by you, in addition to other rights and remedies, BT may charge you the Charges set out in Paragraph 19.4.

20. END OF SERVICE

20.1 On termination of the Service, you will:

20.1.1 provide BT with all reasonable assistance necessary to remove BT Equipment and Loaned Equipment from the Sites;

20.1.2 disconnect any Customer equipment from the BT Equipment and Loaned Equipment;

20.1.3 not dispose of the BT Equipment or Loaned Equipment other than in accordance with BT's written instructions;

20.1.4 arrange for the BT Equipment to be returned to BT; and

20.1.5 be liable for any reasonable costs of recovery that BT incurs in recovering BT Equipment or Loaned Equipment.

20.2 On termination of the Service BT:

20.2.1 will provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;

20.2.2 may decommission all network and applications supporting the Service at each Customer Site(s);

20.2.3 where permitted under applicable mandatory law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service; and

20.2.4 may disconnect and remove any BT Equipment located at the Site(s).

Section E Service Levels and Service Credits

21. SERVICE CARE LEVELS

21.1 BT will repair a Qualifying Incident in accordance with the Service Care Level below that forms part of the BT Business Broadband Package or that you have selected and as set out in the Order:

Service Care Level	Description
Standard Care	If you report the Incident to BT by 21:00 on a Business Day, BT will aim to repair a Qualifying Incident before the end of the second Business Day after the day you report the Incident to BT (up to midnight). Incidents reported after 21:00 on a Business Day, or any time at weekends or on bank or public holidays are treated as if reported at 08:00 on the next Business Day.
Prompt Care	If you report the Incident to BT by 21:00 on a Business Day, BT will aim to repair a Qualifying Incident before the end of the next Business Day after the day you report the Incident to BT (up to midnight). Incidents reported after 21:00 on a Business Day, or any time at weekends or on bank or public holidays are treated as if reported at 08:00 on the next Business Day.

Service Care Level	Description
Critical Care	If you report the Incident to BT by 21:00 on a Business Day, BT will aim to repair a Qualifying Incident within seven hours on the weekday you report the Qualifying Incident to BT. Incidents reported after 21:00 on a Business Day, or any time at weekends or on bank or public holidays are treated as if reported at 08:00 on the next Business Day.

21.2 You may request to upgrade or downgrade the Service Care Level subject to BT confirming you are able to do so and this may incur a Charge.

21.3 Guest Wi-Fi, Hybrid Backup, Hybrid Speed Boost, Complete Wi-Fi and Complete Wi-Fi Plus are not covered by the Service Care Levels.

22. APPLICATION OF THE COMPENSATION SCHEME

22.1 The Compensation 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/

23. EXCEPTIONS

23.1 Compensation will not be payable:

(i) in the event that Clause 8 of the General Terms applies;

(ii) during any trial period of the Service;

(iii) 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);

(iv) if, following remote diagnostics, BT sends out a replacement BT Hub within the timescales for repair as set out in Paragraph 21.1 and you are not available to accept delivery of the BT Hub;

(v) if BT is unable to contact you despite reasonable attempts;

(vi) if you cancel the Ticket before BT has rectified any Service Failure;

(vii) 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;

(viii) if you report an Incident and BT cannot confirm that an Incident exists after performing tests;

(ix) if you asked BT to test the Service at a time when no Incident has been detected and/or reported; or

(x) 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 Service being modified or altered in any way by you, or BT in accordance with your instructions; or

C. Planned Maintenance.

Section F Data Protection

With this Service BT and its suppliers will only act as Controller in accordance with the terms set out in the Contract.

Section G Defined Terms and Abbreviations

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

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

"**Acceptable Use Policy**" means the policy as set out at Part A, Section B.

"**Access Line**" means a Circuit connecting the Site(s) 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 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).

"**Applicable Laws**" means the laws as set out in the General Terms as may be amended from time to time.

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

"**Broadband Network Security**" means together the Content Control and BT Web Threat Protect security products.

"**BT Network**" means the communications network owned or leased by BT and used to provide the Service.

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

"**BT Business Smart Hub 2**" means a router supplied by BT to provide Hybrid Backup, Hybrid Speed Boost and Complete Wi-Fi.

"**BT Business Smart Hub 3**" means a router supplied by BT to provide Hybrid Backup, Hybrid Speed Boost and Complete Wi-Fi Plus.

"**BT Hub**" means a router supplied by BT that is compatible with the Service and includes the BT Business Smart Hub 2 and BT Business Smart Hub 3.

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

"**BT Web Threat Protect**" means a capability that will warn a Customer if they are about to visit a potentially harmful or malicious website.

"**Bundle Product**" has the meaning given to it in the Bundle Terms found at: Bundle Terms Schedule (bt.com).

"**Business Hours**" means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

"**Charges**" means the fees and charges that are payable in relation to the Service, as set out in the Contract, or calculated in accordance with the terms set out in this Schedule.

"**Circuit**" means any line, conductor, or other conduit between two (2) terminals by which information is transmitted, and that is provided as part of the Service.

"**Cloud Voice Express Licence**" means the entitlement to use the Cloud Voice Express Service as set out in the BT Cloud Voice Express Schedule to the General Terms found at https://business.bt.com/terms/ under the 'IP Communications' heading.

"**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 Service and is Customer Equipment for the purposes of this Schedule.

"**Complete Wi-Fi**" means a service that creates a single network and extends the Wi-Fi signal from the BT Business Smart Hub 2 throughout the Site.

"**Complete Wi-Fi Guarantee Period**" means 6 months from the Operational Service Date.

"**Complete Wi-Fi Plus**" means BT Business Complete Wi-Fi Plus which is a service that creates a single network and extends the Wi-Fi signal from the BT Business Smart Hub 3 throughout your Site.

"**Complete Wi-Fi Plus Guarantee Period**" means a period of 6 months from the Operational Service Date.

"**Content**" means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

"**Contract**" means the agreement between you and BT that is made up of the General Terms, the Schedule, any Annexes, the Order, and if applicable to the Service, the BT Price List.

"**Content Control**" means a capability which enables you to restrict or control the Content your Users will be able to access while using the Internet.

"**Controller**" shall have the meaning given to it in the GDPR.

"**Core Network**" means BT's network infrastructure between and including the POP, but does not include the Access Line between your Site(s) and the POP.

"**COS**" means class of service, which is a categorisation of traffic based on a process for managing a network by giving certain types of traffic priority over others.

"Customer Equipment" means any equipment and any software, other than BT Equipment, used by you in connection with the Service.

"**Customer Personal Data**" means any Personal Data Processed as a Processor by BT in the context of providing the Services under this Contract.

"**De-installation Charges**" means the charges payable by you on de-installation of the Service.

"**Dependent Product**" means a BT product or service that is wholly dependent on using an Access Line provided through the 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.

"**Equipment**" means together the BT Equipment and Loaned Equipment .

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

"**Enabling Services**" means the services as defined in Part B – Service Description

"**Excess Construction Charges**" or "**ECC**" means any Charges in addition to installation Charges required for the installation of a Service, or an aspect of a Service, that exceed the level normally required, including where additional infrastructure is provided to give a new or extended Service at a Site or other location.

"**General Terms**" means the general terms specified in the Order.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 ("EU GDPR") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR as applicable to the Processing).

"**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.

"**Hybrid Backup**" means a resilient service that in the event any element of the Service fails (other than Hybrid Connect), will enable you to automatically connect to the EE 4G network.

"**Hybrid Connect Device**" means a device that is plugged into your BT Business Smart Hub 2 or BT Business Smart Hub 3 and that will provide you with Hybrid Backup and/or Hybrid Speed Boost.

"**Hybrid Speed Boost**" means an Add-On service which may enable you to receive faster upload and/or download speeds above that provided by the Service alone, using access to the EE 4G Network provided by the Hybrid Connect Device.

"**Incident**" means any unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

"**Installation Charges**" means those Charges in relation to installation of the Service or Customer Equipment or BT Equipment and as set out in Section 52, Part 6, Sub-part 10 of the BT Price List.

"**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.

"**Loaned Equipment**" means the BT Hub, Hybrid Connect Device, Wi-Fi Disc(s) and/or Wi-Fi Plus Device(s) that BT loans to you as part of the Service and as set out in the Order.

"**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).

"**Minimum Guaranteed Download Speed**" means the minimum guaranteed download speed for a particular Access Line provided to you as further described at www.bt.com/mybroadbandspeed.

"**Minimum Term**" means the term contracted for this Service as set out in the Order and beginning on the Operational Service Date. In some General Terms this may also be called "Minimum Period of Service".

"**Network Terminating Equipment**" or "**NTE**" means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Site(s) for connection to the Network Terminating Unit.

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

"**Operational Service Date**" means the date upon which the Service is made operationally available to you at a Site and may be called the "**Service Start Date**" in some General Terms.

"**Order**" means any order or part of an Order you give to BT that is accepted by BT for the Service.

"**Personal Data**" shall have the meaning given to it in the GDPR.

"**Planned Maintenance**" means scheduled maintenance that is planned in advance.

"**POP**" means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and the Core Network.

"**Processing**" and "**Processor**" shall have the meaning given to it in the GDPR.

"**Qualifying Incident**" means any Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer's instructions;
- Planned Maintenance;
- network configurations that BT did not approve;
- incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- Customer requests BT to test the Service at a time when no incident has been detected or reported.

"**Recurring Charges**" means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order or the BT Price List.

"Schedule" means this BT Business Broadband Service Schedule;

"**Service Care Levels**" means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the Access Line.

"**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.

"**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 the physical Customer location to which the Service will be provided. Such Site may be Customer or third party owned.

"**Sub-Processor**" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of this Contract.

"**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.

"Termination Charges" means any charges payable by you to BT on termination of the Service or the contract in whole or in part during the Minimum Term.

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

"**User**" means any person who is permitted by you to use or access a Service.

"**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 Disc**" means a device that is connected to your BT Business Smart Hub 2 and that will provide you with Complete Wi-Fi.

"**Wi-Fi Plus Device**" means Complete Wi-Fi Plus device that is connected to your BT Business Smart Hub 3 and that will provide you with Complete Wi-Fi Plus.

"**Wi-Fi Security Controls**" means policy enforcement services such as content controls, internet access controls and protection against accessing harmful sites.

BT Business Broadband
Essential, Enhanced and Pro Packages
Service Schedule

Part B – Service Description

Section A The Service

1 STANDARD COMPONENTS OF THE SERVICE

BT will provide you with the Standard Service Components and Service Care Level listed in the table below according to the BT Business Broadband Package selected by you, as set out in any applicable Order:

BT Business Broadband Package	Standard Service Components and Service Care Level
Essential	Guest Wi-Fi Broadband Network Security Service Care Level: Standard Care
Enhanced	Guest Wi-Fi Broadband Network Security Hybrid Backup (optional) Static-IP Addresses (optional) Service Care Level: Standard Care
Pro	Guest Wi-Fi Broadband Network Security Hybrid Backup (optional) Static-IP Addresses (optional) Complete Wi-Fi Plus Wi-Fi Security Controls Service Care Level: Prompt Care

The availability of the BT Business Broadband Packages is dependent on the geographical location of your Site and the available Access Line.

The terms for each Standard Service Component as relevant for your BT Business Broadband Package are set out below:

1.1 GUEST Wi-Fi

1.1.1 If you offer Guest Wi-Fi to Guest Wi-Fi users:

(a) you will have a compatible BT Hub that accesses the 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 on a BT Hub.

1.1.2 Unless we agree 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

1.1.3 Guest Wi-Fi users will only be able to access Guest Wi-Fi through your BT Hub and not through your Wi-Fi Disc or Complete Wi-Fi Plus Device (if they have Complete Wi-Fi or Complete Wi-Fi Plus).

1.1.4 BT is not responsible and has no liability for use of Guest Wi-Fi by Guest Wi-Fi Users.

1.2 BROADBAND NETWORK SECURITY

1.2.1 Broadband Network Security will only be available if you are using BT Domain Name systems.

1.2.2 BT does not guarantee that BT Web Threat Protect will be able to warn you about all malicious domains or websites.

1.3 STATIC IP ADDRESSES

1.3.1 BT will provide you with a single IP Address for your own use in connection with the Service if selected as part of the Order.

1.3.2 You may order up to 5 additional IP Addresses for an additional Charge as set out in the BT Price List.

1.4 HYBRID BACKUP

1.4.1 BT will provide you with Hybrid Backup from the Operational Service Date provided that you fulfil the eligibility criteria for EE 4G Network coverage as assessed by BT.

1.4.2 If any element of the Service, other than Hybrid Backup, fails and you have switched over to the EE 4G Network, BT may contact you to resolve the Incident with the Service.

1.4.3 If you use Hybrid Backup in breach of Part A, Paragraph 11.4.2 or if BT is unable to contact you for a period of one month from the date the Service fails in order to resolve the Incident with the Service, BT may terminate Hybrid Backup.

1.4.4 Where BT provides you with Hybrid Backup, you may be eligible to receive the Hybrid Connect Device to connect to the internet over the EE 4G Network, before the provision of the Service via an Access Line ("**Next Day Connection**"). If you are eligible to receive Next Day Connection, BT will aim to send out the Hybrid Connect Device using next day delivery once the Order has been placed with BT, however all timescales are estimates and will depend on when the Order is placed on the BT system and that you pass credit checks. Once you receive the Hybrid Connect Device you can use it to receive Next Day Connection until the Access Line has been provisioned. All the obligations under the Contract relating to Hybrid Backup and the Hybrid Connect Device will apply during the period you are using Next Day Connection.

1.5 HYBRID CONNECT DEVICE

1.5.1 BT will provide you with a Hybrid Connect Device if you are eligible for Hybrid Backup and/or Hybrid Speed Boost.

1.5.2 In addition to any other rights BT may have, if you use the Hybrid Connect Device in breach of Part A, Paragraphs 11.4.2 or 11.4.3 of this Schedule or Clauses 6.6 or 12.3 of the General Terms, BT may, without notice:

(a) terminate Hybrid Backup and/or Hybrid Speed Boost; or

(b) temporarily or permanently block the SIM Card used with the Hybrid Connect Device.

1.6 COMPLETE WI-FI PLUS

1.6.1 BT will provide you with:

(a) Complete Wi-Fi Plus from the Operational Service Date, provided you have installed a BT Business Smart Hub 3; and

(b) a Complete Wi-Fi Plus Device.

1.6.2 You can test the Wi-Fi signal strength of the Complete Wi-Fi Plus Device through the BT Business App, according to the instructions provided. If you have correctly installed the BT Business Smart Hub 3 with the Complete Wi-Fi Plus Device, but you do not have a strong Wi-Fi signal, you can contact BT and BT will run diagnostic tests. BT may send you another Complete Wi-Fi Plus Device if required.

1.6.3 If you have carried out the above step in Paragraph 1.1.6.2 and the Wi-Fi signal strength is still poor, BT may send you up to five extra Complete Wi-Fi Plus Devices free of charge.

1.6.4 If you have two or more Complete Wi-Fi Plus Devices at its Site, and the Wi-Fi signal strength is still poor, you can either:

(a) request a BT engineer visit the Site;

(b) request an extra Complete Wi-Fi Plus Device to be sent from BT;

(c) claim for compensation (if you have been supplied Complete Wi-Fi Plus as an additional Service Option); or

(d) terminate the Contract for the Service (if Complete Wi-Fi Plus is a Standard Service Component of the BT Business Broadband Package),

(e) (the "**Complete Wi-Fi Plus Guarantee**").

1.6.5 The Complete Wi-Fi Plus Guarantee will only apply if your BT Business Smart Hub 3 is connected to the Internet and it will only cover the main building at your Site. The Complete Wi-Fi Plus Guarantee will not cover Service faults and only applies for the Complete Wi-Fi Plus Guarantee Period.

1.6.6 If you are entitled to claim compensation in accordance with Paragraph 1.6.4(c) above, BT may refund you up to a maximum of six months' previous Charges payable in respect of the Complete Wi-Fi Plus Service Option, which will appear on your next bill as a one-off credit. In order to claim compensation, you must terminate the Complete Wi-Fi Plus Service Option and submit the claim within the Complete Wi-Fi Plus Guarantee Period. You will not be liable to pay Termination Charges in relation to the termination of this Service Option.

1.6.7 If you are entitled to terminate the Service in accordance with Paragraph 1.6.6 above, then you must submit the termination request within the Complete Wi-Fi Plus Guarantee Period and you will not be liable to pay Termination Charges in relation to the Service.

1.6.8 If you terminate Complete Wi-Fi Plus or the Service within the Fixed Commitment Period for any reason outside of the Complete Wi-Fi Plus Guarantee, you will pay the Termination Charges.

1.7 WI-FI SECURITY CONTROLS

1.7.1 BT will only provide you with Wi-Fi Security Controls if you have a BT Business Smart Hub 3 installed on the Service.

1.7.2 Wi-Fi Security Controls cannot work at the same time as Broadband Network Security. Broadband Network Security will be disabled when Wi-Fi Security Controls is enabled.

1.7.3 BT will provide you with Wi-Fi Security Controls via the BT Business App. This will enable you to identify all devices connected to the BT Business Smart Hub 3.

1.7.4 Wi-Fi Security Controls will provide the following security features:

(a) A displayed list of devices connected to the BT Business Smart Hub 3;

(b) The ability to control internet access for connected devices or groups of devices including the ability to pause, freeze and schedule wi-fi activity;

(c) The ability to protect devices and automatically detect threats; and

(d) The ability to set Content filtering per group of devices and per device and the ability to schedule and enforce access to Content via website categorisation or individual URL. Wi-Fi Security Controls does not have the ability to block mobile applications.

1.7.5 You are responsible for informing your Users that, when their devices are connected to the BT Business Smart Hub 3, their device details will be processed by you and may be subject to you activating policy enforcement services.

1.7.6 You will comply with all applicable Data Protection Legislation when using Wi-Fi Security Controls.

1.7.7 BT reserves the right to terminate your Wi-Fi Security Controls access (and delete any associated information or data) without notice if it has not been used for more than 6 consecutive months.

2 SERVICE OPTIONS

BT will provide you with any of the following options as set out in any applicable Order and in accordance with the details as set out in that Order:

2.1 Complete Wi-Fi

2.1.1 If the Complete Wi-Fi option is selected, BT will provide you with:

(a) Complete Wi-Fi from the Operational Service Date provided that you have installed a BT Business Smart Hub 2; and

(b) a Wi-Fi Disc free of charge.

2.1.2 You can test the Wi-Fi signal strength of the Wi-Fi Disc through the BT Business App, according to the instructions provided by BT. If you have correctly installed the BT Business Smart Hub 2 with Complete Wi-Fi, but they do not have a strong Wi-Fi signal, you can contact BT and BT will run diagnostic tests. BT may send you another Wi-Fi Disc if required.

2.1.3 If you have carried out the above step in Paragraph 2.1.2 and the Wi-Fi signal strength is still poor, BT may send you up to five extra Wi-Fi Discs free of charge.

2.1.4 If you have two or more Wi-Fi Discs at the Site, and the Wi-Fi signal strength is still poor, you can either:

(a) request a BT engineer visit the Site;

(b) request an extra Wi-Fi Disc to be sent from BT; or

(c) claim for compensation

(the "**Complete Wi-Fi Guarantee**").

2.1.5 The Complete Wi-Fi Guarantee will only apply if your BT Business Smart Hub 2 is connected to the Internet and it will only cover the main building at your Site. The Complete Wi-Fi Guarantee will not cover Service faults and only applies for the Complete Wi-Fi Guarantee Period.

2.1.6 If you are entitled to claim compensation in accordance with Paragraph 2.1.4(c) above, BT may refund you up to a maximum of six months' previous Charges payable in respect of the Complete Wi-Fi Plus Service Option, which will appear on your next bill as a one-off credit. In order to claim compensation, you must terminate the Complete Wi-Fi Plus Service Option and submit the claim within the Complete Wi-Fi Plus Guarantee Period. You will not be liable to pay Termination Charges in relation to the termination of this Service Option.

2.1.7 If you terminate the Complete Wi-Fi within the Fixed Commitment Period for any reason outside of the Complete Wi-Fi Guarantee, you will pay the Termination Charges.

2.2 Hybrid Speed Boost Add-On

2.2.1 Depending on your Access Line, BT may provide you with Hybrid Speed Boost as an Add-On if you fulfil the eligibility criteria for EE 4G Network coverage as assessed by BT.

2.2.2 Performance of Hybrid Speed Boost is variable and cannot be guaranteed. The availability and quality of Hybrid Speed Boost is affected by a number of factors, such as the location of the Hybrid Connect Device, the level of indoor EE 4G Network coverage you receive, and the number of people using the EE 4G Network in your area. BT does not guarantee any minimum increase in broadband speed resulting from Hybrid Speed Boost and any failure to receive an increase in

speed will not entitle you to terminate the Service or any related Service, but only the Hybrid Speed Boost Add-On.

2.2.3 The estimated speeds and Minimum Guaranteed Download Speed BT provides to you do not include and are not affected by Hybrid Speed Boost.

2.2.4 BT reserves the right to change the Hybrid Speed Boost Add-On at any time and will give you as much notice as it reasonably can.

2.3 BT Hubs

2.3.1 You may order a BT Hub with the Service, other than the one provided by BT as a standard part of the Service, and this may incur a Charge.

2.3.2 You may connect a Compatible Hub to the Service once BT has confirmed that the Service is working.

2.3.3 BT will not guarantee the continuing availability of the BT Hubs and BT may add to, substitute or discontinue BT Hubs.

2.3.4 If you connect the Compatible Hub to the 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.

2.4 Email Address Service

2.4.1 BT will only provide you with the Email Address Service if you have been provided this service as part of a previous Broadband product. You may not order any new Email Address Services in addition to those already in place.

2.4.2 30 days after the end of the Contract for any reason, BT will disable your email accounts (including any sub-accounts) and mailboxes and delete any Content or usernames. It is your responsibility to copy or back up to a separate device or service any emails or other Content you wish to keep before this 30 day period ends.

2.5 Static IP Addresses

2.5.1 The terms that apply to the Static IP Addresses Service Option are as set out at Paragraph 1.1.3.

2.6 Hybrid Backup

2.6.1 The terms that apply to the Hyrid Backup Service Option are as set out at Paragraph 1.1.4.

2.7 Complete Wi-Fi Plus

2.7.1 The terms that apply to Complete Wi-Fi Plus Service Option are as set out at Paragraph 1.1.5.

3 SERVICE MANAGEMENT BOUNDARY

3.1 BT's responsibility to provide and manage the Service is physically and logically limited to the following service management boundary:

3.2 BT will provide and manage the Service up to up to the BT Hub or, if you do not use a BT Hub, up to the Network Terminating Unit (the **"Service Management Boundary"**).

3.3 BT will have no responsibility for the Service outside the Service Management Boundary.

3.4 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

3.5 BT is not responsible under the Contract for providing any technical or other support to your network.

3.6 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.

3.7 BT will provide the Services at the Site(s) located in England, Wales, Scotland and Northern Ireland (excluding Highlands and Islands, Isle of Wight, Isle of Man, Isle of Scilly, and Channel Islands).

4 ENABLING SERVICES

4.1 You will have the following services in place that will connect to the Service and that are necessary for the Service to function, and will ensure that these services meet the minimum technical requirements that BT specifies:

4.1.1 for Hybrid Backup and Hybrid Speed Boost, sufficient EE 4G Network signal, electrical power to the Site and a BT Hub;

4.1.2 a BT enabled Access Line; and

4.1.3 a Compatible Hub if you choose to use the Customer Equipment to connect to the Service in accordance with Paragraph 2.3.2

(each an "**Enabling Service**")

4.2 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 Service.

4.3 If the 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 the Service and this Contract and you will pay a cease Charge as set out in Section 52, Part 6, Sub-part 3 of the BT Price List. If this occurs during the Fixed Commitment Period, you will pay, in addition to the cease Charge, the BT Termination Charges.

4.4 If BT provides any services other than the Service, this Schedule will not apply to those services and those services will be governed by their separate terms.

6.5 BT will not be liable for failure to, or delay in, supplying the 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.

4.5 If the Service was previously part of a bundle with a phone line and you take a broadband-only service, your existing phone line will cease and any services connected to it (such as voice services, fax, alarm etc.) will stop working when you move to the broadband-only service. You will also lose your existing phone number.

5 COMMISSIONING OF THE SERVICE

5.1 Before the Operational Service Date, BT will:

5.1.1 configure the Service;

5.1.2 connect the Service to each Access Line which may cause a temporary loss in your telephone service (if any); and

5.1.3 on the date that BT has completed the activities in this Paragraph 5.1, confirm to you the Operational Service Date.

Section B Service Management

6 SERVICE MANAGEMENT

6.1 Before the Operational Service Date and, where applicable, throughout the provision of the Service, BT will provide you with contact and access details for the Service Desk.

7 NOTIFICATION OF INCIDENTS

7.1 When you become aware of an Incident:

7.1.1 You will report it to the Service Desk;

7.1.2 BT will give you a Ticket;

7.1.3 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.

7.2 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.

7.3 Where BT becomes aware of an Incident, Paragraphs 7.1.2 and 7.1.3 will apply.