



## Words defined in the General Terms

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

## Part A – The BTnet Service

- 1 Service Summary** BT will provide you with certain data services that allow you to connect to the Internet using a range of access methods at a variety of speeds over the BT Network, comprising: the Standard Service Components; and up to the point of the Service Management Boundary as set out in Paragraph 4 below.
    - 1.2 In this Schedule a reference to:
      - 1.2.1 the Service or to the BTnet Service means the BTnet Service or the BTnet Express Service as appropriate; and
      - 1.2.2 a Standard Service Component means a standard component of the BTnet Service or the BTnet Express Service as applicable.
  - 2 Standard Service Components** BT will provide you with all the following Standard Service Components in accordance with the details set out in any applicable Order:
    - 2.1.1 an access method, comprised of a direct connection where the BTnet Service is delivered via digital fixed links and terminated on either:
      - (a) the Managed Equipment at the Site enabling BT to manage the BTnet Service up to the Managed Equipment; or
      - (b) the NTE at the Site with a Wires Only Service;
    - 2.1.2 an access speed as necessary to deliver the bandwidths required by you as set out in the Order;
    - 2.1.3 uncontended and symmetrical bandwidth;
    - 2.1.4 static or dynamic routed IP addresses;
    - 2.1.5 static assigned IPv4 addresses; and
    - 2.1.6 Business Premium Care Level as further set out in the Support Services Schedule.
  - 2.2 Port speeds: these are available from 2Mbps to 10Gbps in varying increments based on Ethernet speeds. You acknowledge that due to network and IP overheads, the actual throughput that you experience during speed tests or IP application usage will be lower than the Ethernet line speed and Port speed selected. The reduction is typically 5-10%. The actual figure will vary depending on the IP application you are using, and is not fixed or guaranteed.
  - 2.3 Filtering: BT will apply Cleanfeed filtering to the Internet traffic through the provision of the Service as standard. The Internet Watch Foundation is responsible for determining the contents of the Cleanfeed list used for the filtering. You will inform BT in writing if you do not want BT to apply such filtering by sending written Notice.
- 3 Service Options** In Life Options: BT will provide you with the following options if you make a request to BT for them in writing at any time:
  - (a) BT voice enabled services including SIP (where available); and reports on your bandwidth utilisation on request. BTnet Security: BT will provide you with the BTnet Security Service where supported by the Managed Equipment, in accordance with the details set out in the applicable Order and the BTnet Security Annex;
- 3.3 Resilience Options: depending on the configuration, routing protocol, speed of your network, and the availability of the options listed below, BT will provide you with one of the following as set out on the Order Form:
  - (a) Failover – BT will configure a Secondary Access Line as a standby to the Primary Access Line. If the Primary Access Line fails traffic will route via the Secondary Access Line. You will ensure that any Equipment provided for use with this option is connected to the same segment on your LAN as the Equipment for the Primary Access Line.
  - (b) Load balancing – BT will configure a Secondary Access Line for dual running with the Primary Access Line. If one Access Line fails, subject to sufficient capacity being available on the other, traffic can flow over the other. You will ensure that any Equipment provided for use



with this option is connected to the same segment on your LAN as the Equipment for the Primary Access Line.

- (c) Back-up – the provision of a Secondary Access Line option that provides a lower speed access back-up option. You will ensure that any Equipment provided for use with this option is connected to the same segment on your LAN as the Equipment for the Primary Access Line.

#### 4 Service Management Boundary Where you have selected Managed Equipment at a Site,

- (b) the Service Management Boundary is the LAN Port on the Managed Equipment. You are responsible for the cable connecting to the Customer Equipment owned by you. BT is not responsible for the wireless capability of the Wi-Fi and Guest Wi-Fi service, including connectivity, range, signal strength and bandwidth throughput, where the Managed Equipment supports Wireless Access.
- (d) BT will test the BTnet Service using an Ethernet cable. Wireless connectivity will not be connected or tested. Where you have selected a Wires Only Service, the Service Management Boundary is the Network Terminating Equipment (NTE) of the Access Line that BT provides. You are responsible for the cable connecting the NTE to your Router, provided by you for use with the BTnet Service.

4.3 For a BTnet Service that terminates in a Data Centre, the Service Management Boundary is the patch panel termination point in the Data Centre Co-Locate Room. BT will not be responsible for connecting the Data Centre Co-Locate Room to the Data Centre MeetMe Room. You are responsible for ordering a Cross-Connect from the Data Centre provider to connect back to the location where the Customer Equipment is located.

5 **Managed Equipment Specification** You will accept the specification of the Managed Equipment where provided as part of the BTnet Service including but not limited to throughput, supported end-user client capacity, and available configuration options. Specifications of Managed Equipment are available on request.

#### 6 Specific Terms Cancellation Charges

6.1.1 Cancellation Charges apply to this Service as set out below:

- (a) the Cancellation Charges apply for any Order you cancel after BT has confirmed the Customer Committed Date to you. Any cancellation before this point will not incur the Cancellation Charge;
- (b) the Cancellation Charges apply for any Order you cancel prior to the completion of the delivery of the bearer (access circuit). If you cancel after completion of the bearer, Termination Charges will apply as set out in Paragraph 6.1.2 regardless of whether BT has finalised delivery of the BTnet Service and before the Service Start Date;
- (c) the Cancellation Charges will depend on the type and size of your bearer (access circuit) you have ordered, regardless of the Port speed. For services using dual access bearers for resilient delivery, Cancellation Charges apply per bearer including for any Secondary Access Line;
- (d) The Cancellation Charges for each bearer type are as follows:

Type of bearer	Charges per bearer
GEA over FTTC access	£550
GEA over FTTP access	£550
EFM access	£550
100Mbps Ethernet Fibre Bearer	£2,050
500Mbps Ethernet Fibre Bearer	£2,050
1Gbps Ethernet Fibre Bearer	£2,050
10Gbps Ethernet Fibre Bearer	£4,500
1Gbps Data Centre access Bearer	£2,050
10Gbps Data Centre access Bearer	£4,500

and



6.1.2 any Additional Charges (including any Excess Construction Charges or Managed Equipment) for costs incurred in preparation of installation.

## 6.2 Termination Charges

The following Termination Charges apply to this Service:

6.2.1 if you terminate the Contract or any BTnet Service, for convenience under Clause 22 of the General Terms during the first 12 months of the Minimum Period of Service:

- (a) the Service Introduction Charges, where you have not already paid these in full, for each bearer type, in accordance with the table below:

Type of bearer	Charge per bearer
GEA over FTTC access	£1,200
GEA over FTTP access	£1,200
EFM access	£2,000
100Mbps Ethernet Fibre Bearer	£3,500
500Mbps Ethernet Fibre Bearer	£3,500
1Gbps Ethernet Fibre Bearer	£3,500
1Gbps Data Centre access Bearer	£2,000
10Gbps Ethernet Fibre Bearer	£15,000
10Gbps Data Centre access Bearer	£5,000

The Service Introduction Charge will depend on the size of your bearer (access circuit) you have ordered. For services using dual access bearers for resilient delivery, Service Introduction Charges apply per bearer including for any Secondary Access Line; and

- (b) an amount equal to 100 per cent of the Regular Charges for any parts of the BTnet Service that were terminated for any remaining months of the first 12 months of the Minimum Period of Service; and
- (c) an amount equal to 50 per cent of the Regular Charges for any parts of the BTnet Service that were terminated for the remaining months after the first 12 months, of the Minimum Period of Service.

6.2.2 If you terminate the Contract or any BTnet Service under Clause 22 of the General Terms for convenience, after the first 12 months of the Minimum Period of Service: an amount equal to 50 per cent of the Regular Charges for any parts of the BTnet Service that were terminated for all other remaining months of the Minimum Period of Service. Where you have decreased your bandwidth via a Bandwidth Flex within the six months prior to the date of your Notice to terminate, the Regular Charges due under Paragraphs 6.2.1 (b), 6.2.1 (c) and 6.2.2 will be calculated in accordance with the Regular Charges due prior to the Bandwidth Flex.

6.3 **Invoicing** If you cause an unreasonable delay during installation of any equipment required for the delivery of the BTnet Service, including an agreed upgrade or move of an existing BTnet Service, BT will charge you the Charges for the BTnet Service as if BT fully installed the BTnet Service from the originally scheduled Service Start Date. An unreasonable delay includes a situation where you fail to grant any of BT's employees, agents or contractors access to any Site to commission the BTnet Service within five Business Days after BT's request for access.

6.3.2 You acknowledge that BT may invoice you for the BTnet Service from the applicable Service Start Date, regardless of whether or not any other services that are dependent on BTnet are available.

6.4 **Service Requests** In addition to Paragraph 2.2 of the Support Services Schedule:

6.4.1 Throughout the Minimum Period of Service, you may request Bandwidth Flex, subject to the limits defined by the size of the access bearer and the bandwidth increments allowed for the specific bearer/bandwidth combination. Any Bandwidth Flex increase or decrease will be chargeable and will operate for a minimum period of five Business Days before you may make any further requests. Where a Bandwidth Flex is beyond the capacity of your current Managed Equipment it will require a change to the Managed Equipment at the

same time. In these scenarios a new Minimum Period of Service will apply. Throughout the Minimum Period of Service, you may request a Site move, either internally within your existing Site ("Internal Move"), or externally to a new Site. All moves are subject to a Site survey which will confirm acceptance of the move, whether an Internal move or an External Move. Internal Moves are subject to a time related Charge dependent on the length of time required for the work and the time and date requested by you. Pricing is available on your request. Internal moves are not possible where BT provides the BTnet Service using Generic Ethernet Access delivered service and these requests will always be treated by BT as External Moves. External Moves are subject to a new Minimum Period of Service at the new location. Where you request a material change or an External Move, there will be no early Termination Charges provided that: the first 12 months of the Minimum Period of Service on the existing BTnet Service has lapsed; and the annual rental Charge for the new BTnet Service is equal to or more than the annual rental Charge for the existing BTnet Service; and the new Minimum Period of Service is equal to or more than the remaining period of the existing Minimum Period of Service. If an External Move or a material change does not meet the criteria in Paragraph 6.4.7(b) then you will be responsible for early Termination Charges as set out Paragraph 6.2. If an External Move or a material change is requested within the Minimum Period of Service, you will also be responsible for a Charge equal to the standard Service Introduction Charge of the original access bearer(s) as set out in Paragraph 6.2. **BT Obligations**

## 7.1 Service Delivery

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

- 7.1.1 where applicable, 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 within the limit you have agreed to in the Order BT will proceed with delivering the BTnet Service for the affected Site(s) following the completion of any additional engineering works; or
  - (b) the Excess Construction Charges are in excess of the limit you have agreed to in the Order 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) accept the new quote, BT will proceed with delivering the BTnet Service for the affected Site(s) following the completion of any additional engineering works; or
    - (ii) do not accept the new quote, BT will cancel your existing Order for the provision of the BTnet Service to the affected Site(s) and BT will have no obligation to provide the BTnet Service to you at that Site;
- 7.1.2 provide support for the BTnet Service in accordance with the Support Service Package(s) and any additional Support Service Package Options that you have selected on the Order, and as further set out in the Support Services Schedule.
- 7.1.3 not be liable for failure to or delay in supplying the BTnet Service:
  - (a) if another supplier delays or refuses the supply of a telecommunications service to BT and no alternative service is available at reasonable cost; or
  - (b) BT is prevented by restrictions of a legal or regulatory nature from supplying the BTnet Service.

## 7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the BTnet Service;
- 7.2.2 conduct a series of standard tests on the BTnet Service to ensure that it is configured correctly;
- 7.2.3 for a BTnet Service with Managed Equipment, configure the equipment and the Access Line, so that traffic can be transmitted and BT will conduct a set of standard tests to ping the Managed Equipment. Wireless Access connectivity will not be tested;



- 7.2.4 for a Wires Only Service, confirm delivery of the Access Line and conduct a set of standard tests to ping the Port; and;
- 7.2.5 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date or, if applicable, that the BTnet Service is available for performance of any Acceptance Tests in accordance with Paragraph **Error! Reference source not found..**

### 7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond to an Incident reported to BT in accordance with the provisions of Paragraph 10 of the Support Services Schedule, by carrying out one or more of the following actions:
  - (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by you;
  - (b) where possible, carrying out diagnostic checks from BT's premises;
  - (c) visiting the relevant Site if BT's action under sub Paragraphs (a) and (b) above do not result in the fault being diagnosed or cleared and where BT considers such a visit is necessary; and
  - (d) working with the relevant supplier to restore the BTnet Service as soon as practicable during Local Contracted Business Hours;
- 7.3.2 will maintain a web portal and server to provide you with online access to performance reports;
- 7.3.3 may carry out Maintenance from time to time including but not limited to equipment firmware updates and will use reasonable endeavours to inform you:
  - (a) at least five Business Days before any Planned Maintenance on the BT Network, the BTnet Service and/or on the BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; or
  - (b) without undue delay for scheduled Access Line Maintenance by the relevant supplier;
- 7.3.4 may, in the event of a security breach affecting the BTnet Service, require you to change any or all of your passwords;
- 7.3.5 may, for operational reasons, change the technical specification of the BTnet Service and/or the codes or numbers used by BT for the provision of the BTnet Service, provided that any change to the technical specification does not materially affect the performance of the BTnet Service and provided that BT gives you as much notice as possible;
- 7.3.6 will provide DNS to you as set out in the Order but BT will not be responsible for providing DNS to your own customers; and
- 7.3.7 will only be responsible for Incidents on the BT Network or as otherwise set out in this Schedule.

### 7.4 The End of the Service

- 7.4.1 On notification of termination of the BTnet Service by either one of us, or notification of expiry of the BTnet Service, BT will:
  - (a) once you have provided BT with a Customer Required by Date in accordance with Paragraph 8.2.1(a) below, provide you with a date on which termination of the BTnet Service (or each part of the BTnet Service, including to each Site) is due to take place ("BT Adjusted Customer Required by Date") and will use BT's commercially reasonable endeavours to meet any BT Adjusted Customer Required by Date; and
  - (b) inform you if it is necessary for you to provide any input(s) on top of your contracted obligations to be able to terminate the BTnet Service(s); and
- 7.4.2 On termination of the BTnet Service by either of us, or on expiry of the BTnet Service, BT will:
  - (a) provide configuration information relating to the BTnet Service provided at the Site(s) in a format that BT reasonably specifies; and
  - (b) have the right to disconnect and remove any BT Equipment located at the Site(s).

## 8 Your Obligations

### 8.1 Service Delivery



Before the Service Start Date and, where applicable, throughout the provision of the BTnet Service, you will:

- 8.1.1 where the BTnet Service is delivered to a Data Centre, arrange the necessary Cross-Connect (including ordering any necessary Cross-Connect) via a Data Centre provider to connect from the Data Centre MeetMe Room to the location where the Customer Equipment is located;
  - 8.1.2 if you access the BTnet Service via a LAN:
    - (a) provide and maintain a suitable LAN capable of interfacing satisfactorily with the BTnet Service;
    - (b) configure the LAN and all associated equipment interfacing to the BTnet Service; and
    - (c) acknowledge and agree that BT is not responsible for providing any support whether technical or otherwise, to your LAN;
  - 8.1.3 connect equipment to the BTnet Service at the defined Service Management Boundary, as detailed in Paragraph 4 of this Section, only by using the agreed Equipment at the Site(s) or the LAN Port of the agreed Equipment;
  - 8.1.4 be responsible for the provision of all BTnet Service items (e.g. internal cabling) to the Service Management Boundary (detailed in this Schedule), as applicable;
  - 8.1.5 with the exception of the BT Equipment and the Software, provide suitable computer hardware, software and telecommunications equipment and services necessary to access and use the BTnet Service;
  - 8.1.6 if you enable Wireless Access (Wi-Fi and Guest Wi-Fi) on the Managed Equipment where supported and available, be responsible for the use of that network, including:
    - (a) selecting, managing and allocating passwords, including defining your passwords and ensuring their security in terms of length, complexity and strength; and
    - (b) if you choose to leave Wireless Access "open" without a password, accept the increased risk you expose yourself to.
    - (c) if you provide access to your BTnet Service and network via either Wi-Fi or Guest Wi-Fi you will be liable for any Claims, losses, costs and liabilities arising out of or in connection with any misuse of the service by Users of the connection that is contrary to the Acceptable Use Policy. If you have taken the additional BTnet Security Service (Annex to this Service schedule) you will ensure that any security policy will be active across both Wi-Fi and Guest Wi-Fi networks;
  - 8.1.7 conduct testing of the Wireless connectivity of Managed Equipment supporting Wireless Access;
  - 8.1.8 you may, for the purposes of this Schedule only, enter into contracts with your customers to provide services utilising the BTnet Service. BT's consent is provided in accordance with Clause 4.5 of the General Terms.
  - 8.1.9 any such contracts you have with customers for the provision services utilising the BTnet Service are entirely your responsibility. You will provide a support function for the provision of support to your own customers connected to your network who will be required and directed to use this route to report all Incidents, queries and complaints. BT will have no responsibility for provision of support to your own customers.
- 8.2 **The End of the Service**
- 8.2.1 On notification of termination of the BTnet Service by either of us, or notification of expiry of the BTnet Service, you will:
    - (a) provide BT with a date on which you would like termination of the BTnet Service (or each part of the BTnet Service, including to each Site) to take place ("**Customer Required by Date**"); and
    - (b) record the date (for each part of the BTnet Service, including to each Site) that BT advises is the BT Adjusted Customer Required by Date.
  - 8.2.2 On termination of the BTnet Service by either one of us, or expiry, you will:
    - (a) on BT's request, provide BT with information to enable BT to create a termination order for the BTnet Service, e.g. specific service identity, current Site contact details (name, phone & email);



- (b) provide BT, BT's employees, agents, consultants and subcontractors, with access to your premises, offices and other facilities and utilities as is reasonably required by BT to terminate the BTnet Service;
- (c) notify BT in writing at least 10 Business Days before the BT Adjusted Customer Required by Date if a postponement of date is required;
- (d) ensure that any Customer Equipment is disconnected from any BT Equipment located at the Site(s) prior to the BT Adjusted Customer Required by Date;

## PART B - Service Levels

### 9 On Time Delivery

#### 9.1 On Time Delivery Service Level

- 9.1.1 BT will deliver the BTnet Service on or before the Customer Committed Date ("**On Time Delivery Service Level**").
- 9.1.2 The BTnet Service is delivered when BT provides the following elements of the BTnet Service to you enabling you to use the BTnet Service:
  - (a) for the BTnet Service with Managed Equipment only, the Managed Equipment including configuration; and
  - (b) for every BTnet Service, the dedicated Circuits between the Site and the PoP.

#### 9.2 On Time Delivery Service Credits

- 9.2.1 If BT does not meet the On Time Delivery Service Level, you may claim Service Credits ("**On Time Delivery Service Credits**") as set out in this Paragraph 12.
- 9.2.2 The On Time Delivery Service Credits will be a reduction by BT to your standard Service Introduction Charges as set out in the tables below. This reduction also applies where you have purchased a Circuit with a free connection offer or as part of a three or five year Contract.

Number of days beyond Customer Committed Date	Percentage reduction in Service Introduction Charges
1-10 Business Days	5 per cent
11-15 Business Days	10 per cent
16-20 Business Days	15 per cent
More than 20 Business Days	20 per cent

- 9.2.3 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercises BT's right to revise the Customer Committed Date, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

#### 9.3 Exception

The On-Time Delivery Service Level does not apply to upgrades or changes to the BTnet Services.

### 10 Service Availability

The Service Levels and Service Credits set out in this Schedule are the sole service levels and remedies that apply to the BTnet Service.

#### 10.1 Availability Service Level

From the Service Start Date, BT will provide the BTnet Service, excluding any Wireless Access connectivity, with 100 per cent Availability at all times ("**Availability Service Level**").

#### 10.2 Availability Service Credits

- 10.2.1 If there is a Qualifying Incident, you may claim Service Credits ("**Availability Service Credits**") as set out in this Paragraph 10.
- 10.2.2 The Availability Service Credits will be a reduction to your Regular Charges for the BTnet Service as follows, provided you report the Qualifying Incident and claim for a reduction to the Regular Charges in accordance with Paragraphs 10.2.6 and 12 below:
  - (a) where the Availability Downtime is less than or equal to 10 hours, BT will apply a reduction equivalent to one day's Regular Charges per hour of Availability



Downtime for that BTnet Service. For the purpose of calculating the Availability Downtime, a fraction of one hour will be rounded-up to the nearest hour; and

(b) the maximum Availability Service Credits applied per quarter will be capped at 10 hours of Availability Downtime, which is equivalent to 10 days' Regular Charges for that BTnet Service.

- 10.2.3 Where you have opted for a resilience option in Paragraph 3.3 and experience a Qualifying Incident, BT will, in accordance with this Paragraph 10.2, apply a reduction to the Regular Charges at the impacted Site.
- 10.2.4 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when you report a Qualifying Incident, and ending when BT closes the Ticket for that Incident in accordance with the Support Services Schedule.
- 10.2.5 BT will measure the Availability Downtime in units of full minutes during the Coverage Period.
- 10.2.6 You will report a Qualifying Incident within two days of experiencing the Qualifying Incident to your nominated Service Desk.

## 11 Network Latency

### 11.1 Network Latency Service Level

- 11.1.1 BT agrees to provide the BTnet Service with a Latency commitment subject to the terms of this Contract (the "**Network Latency Service Level**").
- 11.1.2 Latency is determined by BT and calculated upon the average round-trip transmission measurements taken in 10-minute intervals during a calendar month. Results are posted via the BTnet Service's external website ([www.bt.net](http://www.bt.net)).
- 11.1.3 Latency commitment is applicable to the "UK Core Network Connection" and to the "Transatlantic Network Connection" as set out in the table below:

Connection	Distance covered	Average round-trip transmission time
UK Core Network Connection	Between BT's selected PoP in the BT Network and BT's designated Routers within the BT Network in the UK	20 milliseconds or less
Transatlantic Network Connection	Between BT's selected PoP in the BT Network and BT's designated transit Routers at each end of the transatlantic link	95 milliseconds or less

### 11.2 Network Latency Service Credits

Subject to Paragraph 12.2, you will be entitled to a reduction equivalent to one day's Regular Charges for the BTnet Service if BT fails to meet the Latency commitment at any time in two consecutive calendar months ("**Network Latency Service Credits**").

## 12 Requests for Service Credits

- 12.1 You will claim On Time Delivery Service Credits within 28 days of the Customer Committed Date quoting your relevant reference number by e-mail to [btnet.slg@bt.com](mailto:btnet.slg@bt.com) and any failure by you to submit a request in accordance with this Paragraph 12.1 will constitute a waiver of any claim for On Time Delivery Service Credit(s) in that calendar month.
- 12.2 You will request applicable Availability Service Credits and Network Latency Service Credits within 28 days of BT verifying a Qualifying Incident by providing details of the reason for the claim, the relevant Trouble Ticket number and your relevant reference number to the Service Desk. Any failure by you to submit a request in accordance with this Paragraph 12.2 will constitute a waiver of any claim for Availability Service Credits and Network Latency Service Credits in that calendar month.
- 12.3 Upon receipt of a valid request for Service Credit(s) in accordance with Paragraphs 12.1 and 12.2:
  - 12.3.1 BT will issue you with the applicable Service Credit(s) by deducting those Service Credit(s) from your invoice within two billing cycles of the request being received; and
  - 12.3.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits within a reasonable period of time.





- 12.4 You will notify BT in writing within two months of the date of BT's invoice if there is a dispute concerning the application by BT of the Service Levels Charges shown on the invoice concerned.