



## **Pre-Digital Phone Line Service Schedule to the General Terms**



## 1 A note on 'you'.

'You' and 'your' mean the Customer.

## 2 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 PDPL Service

### 3 Service Summary

- 3.1 In order to purchase the Pre-Digital Phone Line (PDPL) Service, the Customer must have an existing BT PSTN line purchased from BT in place which BT will migrate onto the PDPL Service. The Customer acknowledges and agrees that:
- 3.1.0 once the migration is completed and the PDPL Service is enabled on the Service Start Date, the PSTN line will be automatically ceased by BT as part of the porting process; and
  - 3.1.1 it may not be possible to:
    - (a) revert to your old PSTN service once you have migrated to PDPL and you may need to order a new PSTN line if this is required; or
    - (b) reactivate the PDPL line if it is ceased.
  - 3.1.2 there will be associated downtime on the existing PSTN line during the migration to PDPL service where services will not be available.
- 3.2 It is the Customer's responsibility to ensure that the PDPL Service is suitable for use prior to purchasing it from BT and that suitable arrangements have been made for the service interruption during the migration, including the ability to make emergency calls.
- 3.3 BT will provide you with a fixed telephone line ("Access Line") by traditional copper wiring, comprising:
- 3.3.0 the Standard Service Components; and
  - 3.3.1 any of the Service Options that are selected by you as set out in any applicable Order, (the "**PDPL Service**").
- 3.4 Broadband and related services are not supported by the PDPL Service.
- 3.5 BT does not warrant or represent that any features or services on your existing PSTN line will continue to work once the migration is completed and the PDPL Service is enabled on the Service Start Date other than the Standard Service Components and the Service Options.

### 4 Standard Service Components

- 4.1 BT will provide you with all of the following standard service components ("**Standard Service Components**") in accordance with the details set out in any applicable Order:
- 4.1.0 the facility to make or receive phone calls including the ability to send or receive information from your Access Line; and
  - 4.1.1 one telephone number for each Access Line that you rent from BT, which BT will publish (with your details) in the local BT Phone Book Online and make available from BT's directory enquiries service (118500) unless you tell BT not to.

### 5 Service Options

BT will provide you with any of the following options that are selected by you as set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order and Section 1 Part 35 of the BT Price List (as applicable):

#### 5.1 Profile

One of the following profile options:

- 5.1.0 Voice and Voice Band Data; or



5.1.1 Voice Band Data Only.

### 5.2 Network and Calling Features

5.2.0 Network and Calling features, such as Caller Display, as set out in Section 1 Part 35 of the BT Price List.

## 6 Service Management Boundary

6.1 BT will provide and manage the PDPL Service as set out in Parts B and C of this Schedule up to the Network Terminating Unit (“**Service Management Boundary**”).

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

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

6.4 Where the PDPL Service connects a point in the BT Network to a point outside of the BT Network, the provisions of the Contract apply only to that part of the PDPL Service which is provided by means of the BT Network.

6.5 BT will not be responsible in any way for any electronic communications services provided by any other Communications Provider and you are responsible for making applications to such providers, for compliance with their terms and for payment of any charges.

## 7 Associated Services and Third Parties

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

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

7.3 Where your PDPL Service is provided on copper wiring, you acknowledge that when copper wiring is withdrawn from service by Openreach, the PDPL Service will cease and you will need to migrate your PDPL Service to an All-IP service.

7.4 If you decide not to migrate your PDPL Service to an alternative All-IP service as notified by BT, then your PDPL Service will no longer be available, and BT will be entitled to cease your PDPL Service without further notice.

## 8 Specific Terms and Conditions

### 8.1 Third party services and devices

8.1.0 Without prejudice to Paragraph 6, use of the PDPL Service to operate any solution or for any third party services or devices is at your and any User’s own risk and you are responsible for ensuring that the relevant solution, third party service or device and any Customer Equipment is compatible and will operate with the PDPL Service. BT Labs are available for you or any third party manufacturer to test Customer Equipment, an end device and any related infrastructure with the PDPL Service.

8.1.1 You must notify us at the time of placing the Order if you or any User at the premises relies on a personal (or telecare) alarm or has additional needs. You acknowledge and agree that in line with our commitments under the DSIT PSTN Charter, if we become aware of a telecare device being used at the Site of which you have not notified us before the Service Start Date, we may refuse to provide the PDPL Service at the relevant Site, without any liability to you.

### 8.2 Changes to the Contract

8.2.0 Subject to the remainder of this Paragraph 8.2, BT may amend the Contract (including the Charges) at any time by either:

- (a) publishing the amendment online at [www.bt.com/pricing](http://www.bt.com/pricing) or [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises you of); or
- (b) giving Notice to you.

8.2.1 If the amendments are likely to cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and you will have the right to terminate the affected



Service without liability for any Termination Charges provided you exercise your right to do so within 30 days of our Notice.

8.2.2 Changes made pursuant to this Paragraph 8.2 will take effect at the expiration of the Notice or as otherwise set out in Paragraph 8.2.1.

### 8.3 Annual Price Increase

8.3.0 BT reserves the right to include an annual increase to the Recurring Charges (rounded to the nearest whole pence), which will be calculated by multiplying the Recurring Charges individually by a percentage comprised of (i) the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figure), plus (ii) 3.9%. If applicable, the increase will take effect on bills dated on or after 1<sup>st</sup> April of each year. If the CPI figure is negative in the relevant year BT will only increase the Recurring Charges by 3.9%.

8.3.1 The change to the Recurring Charges as a result of this annual increase will not constitute a material detriment to the Customer and will not give the Customer the right to terminate the Contract without paying Termination Charges.

### 8.4 Termination for Convenience

8.4.0 For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the PDPL Service, Contract or any Order by giving 30 days' Notice to the other.

8.4.1 Clause 16.1 of the General Terms shall be amended to read: you may cancel an Order for a PDPL Service by giving BT Notice, as long as the Notice reaches BT at least 15 Business Days before the Service Start Date. If you cancel an order after that date, we will treat the cancellation as a termination of the PDPL Service under Clause 17 of the General Terms.

### 8.5 Minimum Period of Service

8.5.0 At the end of the Minimum Period of Service BT will continue to provide the PDPL Service and both of us will continue to perform each of our obligations in accordance with the Contract until the PDPL Service or Contract is terminated in accordance with its terms.

### 8.6 Service Start Date

8.6.0 The Service Start Date is when an Access Line is made available to you and will be dependent on network or PDPL availability at your relevant exchange. Each Access Line will have its own Service Start Date and will be subject to a Minimum Period of Service.

### 8.7 Access to Emergency Services

The PDPL Service provides the ability for Users to call the emergency services by dialling "999" or "112" and provides caller location information.

8.7.0 You acknowledge that:

- (a) you will provide BT with accurate information and keep BT updated of any changes;
- (b) if you choose to bar outgoing calls, Users will not be able to call the emergency services; and
- (c) it is your responsibility to provide the ability for Users to call the emergency services.

### 8.8 Number Porting

8.8.0 Where you wish to port number(s) to BT, you will:

- (a) provide BT with full and accurate details of the number(s) to be ported; and
- (b) be responsible for reaching any commercial agreement with the suppliers of the services to which those numbers apply, including terminating those services and the payment of any associated termination charges.

8.8.1 BT will provide you with a Port Date, once BT has all the details in Paragraph 8.8.0.

### 8.9 Re-grade of Service Options

Where you re-grade from one Service Option to another, there may be an interruption to the PDPL Service.



## Part B – Service Delivery and Management

### 9 BT's Obligations

#### 9.1 Service Delivery

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

- 9.1.0 will provide you with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the PDPL Service (“**Service Desk**”);
- 9.1.1 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 BT’s obligations under this Contract;
- 9.1.2 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites, and if the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites, BT may provide a new quote to you detailing the additional Charges you will need to pay for the engineering work to be completed, as set out in Section 45 of the BT Price List. If:
  - (a) you accept the new quote; BT will cancel the existing Order to the affected Sites and will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
  - (b) you do not accept the new quote; BT will cancel your existing Order for the provision of PDPL Service to the affected Sites and BT will have no obligation to provide the PDPL Service;
- 9.1.3 if BT accepts your request for a change to the PDPL Service or any part of the PDPL Service, may change the Customer Committed Date to accommodate that change;
- 9.1.4 may expedite delivery of the PDPL Service for operational reasons or in response to a request from you, but this may change the Customer Committed Date;
- 9.1.5 in addition to Paragraph 9.1.2, may apply additional terms (including charges) in addition to or instead of any terms in the Contract if:
  - (a) BT considers it necessary to provide the PDPL Service (wholly or partially) using non-standard methods incurring greater expense to BT than is normal; or
  - (b) the PDPL Service is provided at greater expense to BT than normal as a result of a request from you;
- 9.1.6 will give you written Notice of any special terms that will apply under Paragraph 9.1.5:
  - (a) if you accept the additional terms, BT will provide you with a Customer Committed Date and will use commercially reasonable endeavours to meet any Customer Committed Date; or
  - (b) within 14 days of the date of the Notice, you may give written Notice to BT terminating the part of the PDPL Service provided by non-standard means. BT may charge you the Cancellation Charges in accordance with Paragraph 16 of the General Terms.

#### 9.2 During Operation

On and from the Service Start Date, BT:

- 9.2.0 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of this Schedule if you report an Incident on the BT Network;
- 9.2.1 will work with Openreach to restore service as soon as practicable during Local Contracted Business Hours if you report an Incident on the Access Line;
- 9.2.2 may carry out Maintenance from time to time and will endeavour to inform you:
  - (a) at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required; or
  - (b) without undue delay for scheduled Access Line maintenance by a supplier;



- 9.2.3 may, in the event of a security breach affecting the PDPL Service, require you to change any or all of your passwords. BT does not guarantee the security of the PDPL Service against unauthorised or unlawful access or use; and
- 9.2.4 may, for operational reasons, including the provision of PDPL Service enhancements or Software upgrades:
  - (a) change any codes or numbers given to you, the performance or functionality of the PDPL Service, or the way BT provides the PDPL Service, provided that any change to the PDPL Service or the way BT provides the PDPL Service will not affect the performance or functionality of the PDPL Service to your material detriment; or
  - (b) interrupt or suspend the PDPL Service. If this happens BT will restore the PDPL Service as quickly as possible.

### 9.3 The End of the Service

On termination of the PDPL Service by either one of us, or expiry, BT:

- 9.3.0 will provide configuration information relating to the PDPL Service provided at the Sites in a format that BT reasonably specifies; and
- 9.3.1 may disconnect and remove any BT Equipment located at the Sites.

## 10 Your Obligations

### 10.1 Service Delivery

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

- 10.1.0 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters as Nominated Contact(s), but BT may also accept instructions from a person who BT reasonably believe is acting with your authority;
- 10.1.1 provide BT with all reasonable assistance and any information in a timely manner as BT may reasonably require from time to time in relation to the provision of the PDPL Service and you will ensure such information is accurate;
- 10.1.2 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the PDPL Service;
- 10.1.3 acknowledge that the PDPL Service is provided solely for your own use and will not resell or attempt to resell either (or any part or facility of it) to anyone else;
- 10.1.4 where applicable, prepare and maintain the Site for the installation of BT Equipment and supply of the PDPL Service, including, without limitation:
  - (a) provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
  - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
  - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance services;
  - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the PDPL Service and BT Equipment at such points and with such connections as BT specifies. In order to mitigate any interruption to the PDPL Service resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
  - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.



- 10.1.5 follow any reasonable instructions we may need to give you regarding the use of the PDPL Service which we reasonably believe are necessary for reasons of:
- (a) health and safety;
  - (b) quality of the PDPL Service;
  - (c) an interruption to the PDPL Service for:
    - I. unplanned engineering works due to an Emergency;
    - II. Planned Maintenance or PDPL Service upgrades properly notified under the Contract;
    - III. an Emergency; or
    - IV. ensuring compliance by both of us with relevant and Applicable Law.

### 10.2 Service Operation

On and from the Service Start Date, you will:

- 10.2.0 monitor and maintain any Customer Equipment connected to the PDPL Service or used in connection with a PDPL Service;
- 10.2.1 ensure that any Customer Equipment that is connected to the PDPL Service or that you use, directly or indirectly, in relation to the PDPL 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 PDPL Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
  - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 10.2.2 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 10.2.3 connect equipment to the PDPL Service only by using the Network Terminating Equipment at the Sites;
- 10.2.4 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the PDPL Service;
- 10.2.5 not use the PDPL Service to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive and will not be used in any way BT considers to be or likely to be detrimental to the provision of the PDPL Service to you or service to any of BT's other customers;
- 10.2.6 access the PDPL Service in the way permitted by BT; and
- 10.2.7 not attempt to circumvent any security measures in the PDPL Service.

### 10.3 The End of the Service

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

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

## 11 Notification of Incidents

Where you become aware of an Incident:

- 11.1 you will report it to BT's Service Desk;
- 11.2 BT will give you a unique reference number for the Incident ("**Ticket**");



- 11.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket:
  - 11.3.0 Unless you confirm that the Incident is not cleared within 24 hours of being informed; or
  - 11.3.1 If BT has attempted unsuccessfully to contact you in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you;
- 11.4 if you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident; and
- 11.5 if you report an Incident in the PDPL Service BT will resolve the Incident in accordance with the provisions of this Schedule. If BT agrees to work outside the hours specified in the Contract or if you report an Incident and BT finds there is none or that you have caused the Incident or the Incident is found to be in your network, BT may apply a Charge. This Charge will be as set out in the Contract or if not set out in the Contract based on BT's reasonable costs.
- 11.6 Where BT becomes aware of an Incident, Paragraphs 11.2, 11.3 and 11.4 will apply.





### 12 Invoicing

- 12.1 BT will invoice you for the Charges for the PDPL Service as set out in Paragraph 12.2 in the amounts and currency specified in any Orders.
- 12.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
- 12.2.0 Installation Charges, on or after the Service Start Date (or monthly/quarterly in arrears (depending on your billing frequency) prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
  - 12.2.1 Recurring Charges, except Usage Charges, monthly/quarterly in advance (depending on your billing frequency). For any period where the PDPL Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - 12.2.2 Usage Charges, monthly/quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
  - 12.2.3 De-installation Charges within 60 days of de-installation of the PDPL Service; and
  - 12.2.4 any Termination Charges incurred in accordance with Paragraph 13 upon termination of the relevant PDPL Service.
- 12.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- 12.3.0 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;
  - 12.3.1 Charges for restoring the PDPL Service if the PDPL Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
  - 12.3.2 Charges for cancelling the PDPL Service in accordance with Clause 16 of the General Terms;
  - 12.3.3 Abortive visit Charges, if applicable, as set out in the Schedule;
  - 12.3.4 any other Charges set out in any applicable Order or in the General Terms or the BT Price List or as otherwise agreed between both of us such as but not limited to;
    - (a) late payment Charges as set out in the General Terms or Section 15, Part 12 of the BT Price List;
    - (b) dishonoured payments in respect of any dishonoured Direct Debit or cheque payments as set out in Section 15, Part 12 of the BT Price List; and
    - (c) any applicable payment processing fees as set out in Section 15, Part 12 of the BT Price List.
  - 12.3.5 You are subject from time to time to our Policy for Credit Vetting. Our Policy for Credit Vetting will apply to the provision of the PDPL Service under the Contract and any financial risk limitation measures that we apply under our Policy for Credit Vetting will:
    - (a) be compliant with competition law;
    - (b) be applied in a consistent and non-discriminatory way; and
    - (c) be proportionate to the risk identified.
  - 12.3.6 We may refuse to accept any Orders in relation to the PDPL Service until you provide any such deposit or guarantee as we may require under our Policy for Credit Vetting in relation to the PDPL Service.
- 12.4 **Abortive Visit Charge**
- BT may raise an abortive visit Charge as set out in Section 15, Part 8 of the BT Price List in the following circumstances:
- 12.4.0 if BT attends an incorrect address provided by you;
  - 12.4.1 if BT arrives to carry out the installation at the address provided by you, and either:
    - (a) you no longer want the installation completed; or
    - (b) you, having previously chosen to be present at the time of installation, do not attend;
  - 12.4.2 if BT is refused entry at the Site, or no access can be gained at the appointed time agreed between us;



- 12.4.3 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;
- 12.4.4 if BT attends on Site and finds that the location or environment provided by you for the BT Equipment or Customer Equipment is not suitable or that work needs to be carried out before the installation can take place at that location or environment; or
- 12.4.5 if you provide BT with less than 24 hours' notice of an amendment to, or cancellation of, BT's appointment or Order.

### 12.5 Cancellation Charges

- 12.5.0 The Cancellation Charges referred to in Clause 16 of the General Terms will be as set out in Section 1 Part 35 of the BT Price List except as may be stated in the Order (if any).

## 13 Charges at the End of the Contract

- 13.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any PDPL Service for convenience, you will pay BT:
  - 13.1.0 all outstanding Charges for PDPL Service rendered;
  - 13.1.1 De-installation Charges (if applicable);
  - 13.1.2 any remaining Charges outstanding with regard to BT Equipment;
  - 13.1.3 any other Charges set out in the Order; and
  - 13.1.4 all committed costs to a supplier incurred by BT as a result of your commitment to BT under the Contract, which BT cannot reasonably mitigate.
- 13.2 In addition to 13.1 other rights or remedies, if you terminate the Contract or Service during the Minimum Period of Service under Clause 17 of the General Terms, or if BT terminates the Contract or Service for breach in accordance with the Contract you will pay BT:
  - 13.2.0 Termination Charges equal to 100 per cent of the Recurring Charges for the Minimum Period of Service; and
  - 13.2.1 any waived Installation Charges.

## 14 Telephone Numbers

- 14.1 You will not own any telephone numbers related to the PDPL Service and, apart from rights to number portability where changing Communications Provider, all rights to use telephone numbers will cease on termination or expiration of the PDPL Service.

## 15 BT Equipment

- 15.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
- 15.2 You will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so;
- 15.3 You will in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT.
- 15.4 You will not move or relocate any BT Equipment without BT's prior written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.

## 16 WEEE Directive

- 16.1 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").



- 16.2 For the purposes of Article 13 of the WEEE Directive, this Paragraph 16 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 16.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.



## Part C – Service Care Levels

We will aim to comply with the Service Levels set out in Paragraph 17, but these Service Levels are targets and we have no liability for any failure to meet them.

### 17 Target Service Care Levels

- 17.1 BT will aim to repair an Incident in accordance with the Target Service Care Level you have chosen in an applicable Order from the following options:

Target Service Care Level	Description
<b>Standard Care</b>	BT will aim to repair an Incident by midnight on the second weekday after the day you report the Incident to BT unless a specific appointment date is agreed. BT will treat an Incident reported after 2100 on a weekday, or anytime at weekends or on public or bank holidays, as if you reported the Incident at 0800 on the next weekday after the day you actually reported the Incident to BT.
<b>Prompt Care</b>	BT will aim to repair an Incident by midnight on the next weekday or Saturday after the day you report the Incident to BT unless a specific appointment date is agreed. BT will treat an Incident reported after 2100 on a weekday or a Saturday, or anytime on Sundays or on public or bank holidays, as if you reported the Incident at 0800 on the next weekday or Saturday after the day you actually reported the Incident to BT.
<b>Total Care</b>	BT will aim to repair an Incident within 24 hours of you reporting the Incident to BT.
<b>Critical Care</b>	BT will aim to repair an Incident within six hours of you reporting the Incident to BT.

- 17.2 The default Target Service Care Level varies by product and changes to this default level are chargeable as set out in the Order.
- 17.3 You may request to upgrade or downgrade your Target Service Care Level subject to BT confirming you are able to do so.

### 18 Exceptions

- 18.1 The Target Service Care Levels will not apply:
- 18.1.0 in the event that Clause 8 of the General Terms applies;
  - 18.1.1 during any trial period of the PDPL Service;
  - 18.1.2 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 allocated by BT within the timescales for repair, as determined by the Service Care Level you have chosen);
  - 18.1.3 if BT is unable to contact you;
  - 18.1.4 if any of the following events occur:
    - (a) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests;
    - (b) you asked BT to test the PDPL Service at a time when no Incident has been detected or reported; or
    - (c) you cancel the Ticket before BT has rectified any Service Failure; or
  - 18.1.5 if the Service Failure is as a result of:



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- (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 PDPL Service being modified or altered in any way by you, or BT in accordance with your instructions; or
- (c) Planned Maintenance.



## Part D – Defined Terms

### 19 Defined Terms

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

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

**“BT Phone Book Online”** means an online telephone directory service which includes the facility to search by business type, business name and residential name, all available without registration.

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

**“Call”** means a signal, message or communication that is silent, spoken or visual.

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

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

**“Critical Care”** has the meaning given in Paragraph 17.1. Further details are set out in Section 1 Part 35 of the BT Price List.

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

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

**“DSIT PSTN Charter”** means the department of science, innovation and technology PSTN charter that can be accessed at: <https://www.gov.uk/government/publications/public-switched-telephone-network-charter/public-switched-telephone-network-charter>.

**“Emergency”** means a serious situation or occurrence that:

- (a) threatens life and limb; or
- (b) may cause or threaten to cause damage to physical property or systems; or
- (c) happens unexpectedly

and demands immediate action.

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

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

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

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

**“Minimum Period of Service”** means a period of 12 months beginning on the Service Start Date, unless otherwise set out in an Order.

**“Nominated Contact”** means the individual(s) that either of us notify to the other who will be contactable as necessary in relation to the PDPL Service.

**“Network Terminating Equipment”** or **“NTE”** means the BT Equipment used to provide the PDPL 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”** means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

**“Openreach”** means a division of the BT Group that manages BT's local access network that connects customers to their local telephone exchange.

**“PDPL Service”** or **“Pre-Digital Phone Line Service”** has the meaning given in Paragraph 3.3.

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

**“Port Date”** means the date provided by BT to you when your existing number will be ported and the PDPL Service made available to you by BT on that number.



“**Prompt Care**” has the meaning given in Paragraph 17.1. Further details are set out in Section 1 Part 35 of the BT Price List.

“**PSTN**” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

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

“**Service Desk**” has the meaning given in Paragraph 9.1.0.

“**Service Failure**” means the continuous total loss of the facility to make or receive a Call.

“**Service Level**” means the Target Service Care Level set out in Part C.

“**Service Management Boundary**” has the meaning given in Paragraph 6.1.

“**Service Options**” has the meaning given in Paragraph 5.

“**Service Start Date**” means the date we activate an Access Line.

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

“**Standard Care**” has the meaning given in Paragraph 17.1. Further details are set out in Section 1 Part 35 of the BT Price List.

“**Standard Service Components**” has the meaning given to it in Paragraph 4.

“**Target Service Care Level**” means the repair options set out in Paragraph 17.1.

“**Ticket**” has the meaning given in Paragraph 11.2 and may also be known as a “**fault reference number**”.

“**Total Care**” has the meaning given in Paragraph 17.1. Further details are set out in Section 1 Part 35 of the BT Price List.

“**Usage Charges**” means the Charges for the PDPL Service or applicable part of the PDPL Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the PDPL Service, or the number of minutes the PDPL Service was used for) with the relevant fee that is specified in the Order.

“**WEEE**” has the meaning given in Paragraph 16.1.

“**WEEE Directive**” has the meaning given in Paragraph 16.1.