



# Retail Connect Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

## 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 Retail Connect Service

### 1 Service Summary

BT will provide you with the Retail Connect Service, which is a modular managed telecommunications service including a range of facilities that can be combined in different ways to meet varying requirements, comprising:

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

### 2 Standard Service Components

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

#### 2.1 Site Survey

- 2.1.1 Parts of the Retail Connect Service may be subject to a Site survey, or any other form of survey deemed necessary by BT. All connections are offered on standard delivery lead times or as agreed with the BT project manager and are subject to availability lead times and where appropriate may require a Site survey by BT.
- 2.1.2 You acknowledge and agree that following a Site survey, BT may at its sole discretion determine that provision of part of the Retail Connect Service is not possible for operational and/or commercial reasons. In these circumstances BT reserves the right not to proceed with provision of the relevant part of the Retail Connect Service and, where this is the case:
  - (a) BT will reject the Order;
  - (b) BT will not be liable to you for failure to provide the affected parts of the Retail Connect Service; and
  - (c) you will not be liable for Cancellation Charges.
- 2.1.3 If any Site survey carried out by BT reveals that additional work is required to enable provision of the Retail Connect Service, or additional work is identified during provision of the Retail Connect Service, then BT reserves the right to raise additional charges and to review the Charges.
- 2.1.4 Any proposed change to the location of your NTU and/or CPE requires BT's consent and may require a Site survey. The re-location of your NTE and/or CPE and a Site survey are chargeable at the appropriate BT prices.

#### 2.2 Access Line for ADSL and VDSL

- 2.2.1 You acknowledge that the quality of the Retail Connect Service may be impaired by the uploading and downloading of data when using an ADSL enabled Line.
- 2.2.2 BT is responsible for maintaining a copy of the latest CPE configuration to enable reloading in the event of BT provided hardware failure.
- 2.2.3 BT does not guarantee and accepts no liability for the quality of any VOIP voice calls which are made across any network which is not enabled to carry Class of Service data.
- 2.2.4 Where available based on the Access Line selected, BT will provide the COS Profile for the Site(s) that you select in an Order, which may include up to six different COS with four separate AF Class and one each of EF Class and DE Class, subject to the following limitations in Paragraph 2.2.6 below.
- 2.2.5 Excluding the Post Out option in Paragraph 2.2.6 below, BT will contact you to arrange a suitable appointment to deliver any CPE to a Site and carry out the Installation.
- 2.2.6 **Post Out**
  - (a) BT will arrange for the CPE to be delivered to a Site. The CPE will be supplied with the manufacturer's standard software configuration;
  - (b) BT is not responsible for performing any work on a Site for you; and
  - (c) You are responsible for receiving and checking all items in the delivery;



- (d) You are responsible for arranging the installation and commissioning of the CPE (including any alteration to the Software configuration which you may require) in accordance with the manufacturer's specifications for the connection of the CPE to your WAN or LAN or both, as appropriate, and to carry out any associated integration or testing work that may be required.

### 3 Service Options

BT will provide you with any of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details as set out in that Order:

#### 3.1 WAN without LAN

3.1.1 Where BT is providing a WAN Service and a BTNet Service, you are responsible for:

- (a) the design, configuration, implementation, maintenance and support of any LAN;
- (b) the integration of features and functionality between the BT provided WAN Service with any LAN; and
- (c) ensuring that any LAN solution integrates with the BT provided WAN Service and any other element of the solution that is not provided by BT under this Contract.

3.1.2 BT's responsibility under this Contract for WAN Services ends at the bridge router interface to any LAN and will not extend beyond any LAN.

#### 3.2 Retail Connect

3.2.1 You acknowledge and accept that provision of 20CN Retail Connect Broadband and 21CN Retail Connect Broadband may result in you experiencing a temporary loss of analogue direct exchange line service whilst activation is being carried out, and that any incorrectly wired extensions to a User's existing master socket forming part of the BT Network will be left disconnected.

3.2.2 BT reserves the right to cancel any User access order where you have failed to agree with BT an activation date within 30 days from acceptance by BT. If BT cancels a User access request in accordance with this Paragraph 3.2, then you must pay the Cancellation Charges specified in the BT Price List.

3.2.3 User access will be maintained to the relevant level of service chosen by you.

3.2.4 You acknowledge and accept that there may be some technical limitations within the BT Network that may not become apparent until after Retail Connect has been installed. In such circumstances, the service for some individual Users may need to be withdrawn in which case BT will have no liability for failure of provide Retail Connect and will rebate any Charges paid in advance by you.

3.2.5 You must have a contract for the use of a BT provided analogue direct exchange line which terminates on a BT public switched telephone network master socket forming part of the BT Network for the duration of the Contract.

### 4 Service Management Boundary

4.1 BT will provide an Ethernet Fibre Access Line into the Hull Area only ("**Hull Service**").

4.2 BT will provide and manage the Retail Connect Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to the NTU ("**Service Management Boundary**").

4.2.1 For Ethernet Fibre and Ethernet Copper the Service Management Boundary is the physical Ethernet interface on your side of the network terminating equipment provided by BT.

4.2.2 For ADSL and VDSL the Service Management Boundary is either the physical Ethernet or VDSL interface on your side of the network terminating equipment.

4.2.3 For Cloud Connect Data Centre, the Service Management Boundary is the Port on the patch panel, located within the BT rack.

4.2.4 For the Hull Service, the Service Management Boundary is the physical Ethernet interface on your side of the NTU provided by BT.

4.3 BT will have no responsibility for the Retail Connect Service outside the Service Management Boundary.

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

### 5 Associated Services and Third Parties

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

- 5.1.1 if you select VDSL Fibre to the Cabinet or ADSL, one of BT's PSTN Services; and



- 5.1.2 if you have ordered Cloud Connect Data Centre or Cloud Connect Direct, a third party data centre with sufficient space for any Customer Equipment that BT requires you to have in place in order to provide these Services,  
(each an “**Enabling Service**”).
- 5.2 If BT provides you with any Services other than the Retail Connect Service (including, but not limited to any Enabling Service), this Schedule will not apply to those Services and those Services will be governed by their separate terms.

## 6 Specific Terms

### 6.1 Minimum Period of Service and Renewal Periods

- 6.1.1 Unless one of us gives Notice to the other of an intention to terminate the Retail Connect Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period the Retail Connect Service will automatically extend for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.1.2 If either of us gives Notice to the other of an intention to terminate the Retail Connect Service, BT will cease delivering the Retail Connect Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 6.1.3 BT may propose changes to this Schedule by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period (“**Notice to Amend**”).
- 6.1.4 Within 30 days of any Notice to Amend, you will provide BT Notice:
- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
  - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
  - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 6.1.5 If we have not reached agreement in accordance with Paragraph 6.1.4(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 6.1.4(c) or BT may give Notice of termination, in which case BT will cease delivering the Retail Connect Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

### 6.2 Invoicing

- 6.2.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- (a) Connection and Installation Charges, on the Service Start Date;
  - (b) Recurring Charges monthly in advance on the first day of the relevant month and for any period where the Retail Connect Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - (c) De-installation Charges within 60 days of de-installation of the Retail Connect Service; and
  - (d) any Termination Charges incurred in accordance with Paragraph 6.3 upon termination of the relevant Service.
- 6.2.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- (a) 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;
  - (b) Charges for commissioning the Retail Connect Service in accordance with Paragraph 13.2 outside of Business Hours;
  - (c) Charges for restoring the Retail Connect Service if the Retail Connect Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
  - (d) Charges for cancelling the Retail Connect Service in accordance with Clause 16 of the General Terms;
  - (e) Charges for expediting provision of the Retail Connect Service at your request after BT has informed you of the Customer Committed Date;
  - (f) Charges for de-commissioning a Site;



- (g) Charges for producing, re-issuing or sending copies of any documents BT has already sent to you that have not been returned within the time frame set out in the document;
- (h) Charges for additional work carried out by BT where you fail to keep an agreed appointment with BT at a Site (also referred to as aborted visit Charge/no access Charge);
- (i) Charges which arrive as a result of a Site survey including excess construction Charges;
- (j) Charges for additional work carried out by BT due to you requesting a change to the Retail Connect design set out in the Order; and
- (k) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

### 6.3 Cancellation Charges

#### 6.3.1 Cancellation Charges

For the purposes of Clause 16 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT the Cancellation Charges as set out below:

- (a) in respect of work performed, money spent and commitments entered into to meet your requirements up to and including the time of such cancellation and for any expenses incurred in removal from the Site of BT Equipment, Purchased Equipment and Supplied Equipment.

#### 6.3.2 Termination Charges

If you terminate the Contract or the Retail Connect Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) De-installation Charges; and
- (c) all charges incurred by BT from a supplier due to early termination.

6.3.3 In addition to the Charges set out at Paragraph 6.3.2 above, refer to the relevant Underlying Network and Service Product Terms and Conditions as defined in your Order.

### 6.4 Review of Charges

6.4.1 BT will invoice you for Charges relating to any Regulated Service used as part of the Service at the prevailing rate set out in the BT Price List and they will vary in accordance with changes to the BT Price List.

6.4.2 BT may adjust the Charges for all other elements of the Service at any time provided that BT gives you at least 30 days' prior Notice of any proposed increase in Charges prior to those dates.

6.4.3 In any calendar year, any percentage increase in Charges will not exceed the higher of:

- (a) the amount by which BT has increased the comparable charges for the Service for BT's other commercial customers; and
- (b) 10 per cent.

6.4.4 You may give BT Notice to terminate any affected Service within one month of the date of notification if any increase in Charges for that Service exceeds 10 percent.

6.4.5 You will not be required to pay the increased Charges or any Termination Charges for the affected Service that would otherwise have been applicable.

6.4.6 BT will both review whether to enter into a new contract at least six months before the end of the initial Minimum Period or Renewal Period.

6.4.7 In agreeing Charges for the new contract, you and BT will have regard to the following factors:

- (a) changes to BT's standard Charges; and
- (b) the volume and term of Services BT supplies to you.

6.4.8 If we both cannot agree the terms for a new contract and we both agree that the Contract will be renewed on the basis of the existing terms, BT may adjust the Charges to BT's prevailing standard rates.

6.4.9 BT will inform you of the adjusted Charges at least 90 days prior to the expiry of the initial Minimum Period.

### 6.5 Service Exclusions

6.5.1 Except where you have selected the Hull Service, where you use the Retail Connect Service to connect to a Site in the Hull Area, this Schedule applies only to the provision of the Retail Connect Service by means of telecommunication systems for which BT is authorised to provide by Licence and as set out in the Order, and:

- (a) BT may terminate or suspend any affected part of the Retail Connect Service without prior Notice if the provision of any service outside of the BT Licensed Area is terminated or suspended; and
- (b) you will be responsible for separately contracting for an access line with the telecommunications provider in any other location outside of the BT Licenced Area.



- 6.5.2 BT does not make any guarantee regarding the performance of the Customer WAN, LAN or both as appropriate, or about the traffic volumes which can be carried by the Customer WAN, LAN or both as appropriate.
- 6.5.3 You will be responsible for the provision, installation, configuration, operation, monitoring and maintenance (as appropriate) of equipment, such as personal computers and modems, required by Users in order to be able to have remote access to the Retail Connect Service. However, where remote access has been provided as a Service Option, BT where possible will provide a reasonable level of assistance with configuration of any necessary IPsec VPN Client Software.

### 6.6 PCI DSS Compliance Obligations

- 6.6.1 The Retail Connect Service is not compliant with PCI DSS and you will not use the Retail Connect Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
- 6.6.2 You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.

## 7 CPE

### 7.1 General

- 7.1.1 For the purposes of this Paragraph 7, work will be carried out between the hours of 8am and 5pm on a Business Day. You will pay BT an additional sum for any work that BT agrees to carry out outside of these times.
- 7.1.2 BT will contact you to arrange a suitable appointment to deliver the CPE to Site and carry out the installation.
- 7.1.3 BT will provide the necessary equipment, unless you intend to provide it and have indicated so in Section 6 of the Order.
- 7.1.4 Unless otherwise specified, the price set out in Order, includes delivery within the UK.
- 7.1.5 Where you have not chosen to purchase the CPE from BT and with the exception of Supplied Equipment, charges for use of the CPE will be payable periodically in accordance with the terms of the Contract.
- 7.1.6 Unless you rely on BT's written advice or a pilot has been successfully concluded, you are responsible for ensuring the CPE provided under this Contract is suitable for its needs.
- 7.1.7 Unless otherwise expressly permitted by BT, you agree that all equipment such as routers, modems, terminal adapters or other devices by means of which a connection can be made between your WAN or LAN or both as appropriate, will constitute CPE and be subject to Maintenance by BT in accordance with the requirements as set out in Section 6 of the Order.
- 7.1.8 If Software is supplied under this Contract, you must retain and store such Software for future use by BT.
- 7.1.9 You are responsible for providing suitable racking to house such CPE which BT has stated will require racking. You will ensure that all areas containing permanently installed CPE will be maintained in a clean condition.
- 7.1.10 You will not stack any equipment or materials on top of the CPE and will ensure it is properly ventilated at all times. You will ensure that there is a reasonable working area around the CPE.
- 7.1.11 You will operate the CPE in accordance with any instructions issued by its manufacturer or by BT and will not repair, adjust or modify it without BT's prior written consent. However, you may take configuration changes in accordance with the procedure and parameters set out in any documentation applicable to the CPE, and will keep BT informed of any such changes.
- 7.1.12 You will be provided with any relevant documentation, cables, accessories and packaging for the CPE, as supplied by the manufacturer.
- 7.1.13 You are responsible for providing all relevant patch leads for connection to the Network. BT will not be responsible for the condition or compatibility of such leads.
- 7.1.14 You are responsible for the disposal of all surplus packaging.

### 7.2 Install and Load a BT Provided Configuration

- 7.2.1 BT will arrange for the CPE to be delivered to Site. Subject to any Site constraints, BT will unpack and install the CPE at Site. BT will connect the CPE to the power supply and ensure that the CPE powers up correctly ("**CPE Installation**").
- 7.2.2 The CPE will be supplied with the manufacturer's standard software configuration.
- 7.2.3 BT will prepare a configuration based on your specified requirements as defined during the pilot. Any subsequent request by you for additional work outside the scope of the original configuration request will incur additional charges.



- 7.2.4 You are responsible for making all configuration details available to BT at the time that BT requires such information in order that BT can provide an operational configuration. The configuration requirements will be submitted to BT by you in the form of a completed Customer requirement document.
- 7.2.5 BT will load the BT provided configuration onto the CPE.
- 7.2.6 BT is not responsible for any work or testing on any form of network, other than to demonstrate that the configuration is working correctly, excepting always that BT is providing 10 days' chargeable consultancy for the purposes of assessing whether the network meets the business requirements.
- 7.2.7 Acceptance of the CPE by you will be deemed to have taken place on successful completion of CPE Installation, and successful loading of the BT provided configuration.
- 7.3 Desk Based Project Manager**
- 7.3.1 BT will appoint a desk based project manager who will be an office based representative of BT who will co-ordinate implementation of the Service and act as a single point of contact for you in all matters relating to the project.
- 7.3.2 BT will prepare a Customer specific technical design statement of works for the required Service. Any subsequent request by you for additional work outside the scope of the original technical design specification will incur additional charges.
- 7.3.3 The desk based project manager will agree with you a roll out plan detailing delivery of the particular type of Service at each Site, as appropriate, in accordance with this Contract.
- 7.3.4 The desk based project manager will co-ordinate the delivery of any Line(s) together with any CPE required for the Service.
- 7.3.5 BT will arrange for the provision of any Line(s), if appropriate, together with such appropriate ancillary circuit termination equipment as may be required, which will constitute as BT Equipment if such option has been selected in Section 6 of the Order.
- 7.3.6 Where you have selected Firewalls, unless otherwise agreed, BT will configure the Software so as to implement a standard security policy, and a standard configuration will be applied under which SMTP / MIME, FTP and HTTP protocols are enabled.
- 7.3.7 Where the Retail Connect Service includes Call Management Reporting, you are responsible for the following:
- (a) provision of the cable from the PABX to the net buffer / modem router; and
  - (b) provision of the PSTN line, where appropriate.
- 7.3.8 BT will configure the Line(s) and/or CPE, as appropriate, so that traffic can be transmitted across your Network as agreed in the technical design specification detailed under Paragraph 7.3.2 above. Where the CPE is to be connected to LAN cabling installed by BT under this Contract, with the exception of Paragraph 7.3.7 above, BT will provide any necessary patching and interconnect cabling which may be required but where the CPE provided in accordance with this Contract is to be connected to a LAN infrastructure supplied by a third party or previously supplied by BT under separate arrangements, it will be your responsibility to provide any necessary patching and interconnect cabling.
- 7.3.9 You are responsible for providing any configuration details requested by BT.
- 7.3.10 BT and the Customer will agree a standard set of tests to ensure that the configuration is working correctly. On successful completion of such tests, acceptance by you of the particular type of Service at the Site in question, will be deemed to have taken place.
- 7.3.11 The desk based project manager will provide you with a detailed customer handbook containing information relating to the Service provided, and relevant contact points within BT.

## 8 Equipment

### 8.1 Use of BT Equipment

- 8.1.1 In relation to BT Equipment, you will:
- (a) 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;
  - (b) be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT; and
  - (c) not move or relocate any BT Equipment without BT's prior written consent and if you do, you will pay BT's costs and expenses reasonably incurred as a result.



8.1.2 Where BT Equipment is not part of a Network bundled solution then at the end of the Minimum Period of Service, BT may permit you to continue to use the BT Equipment in which case BT will raise additional Charges.

### 8.2 BT Equipment

BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

## 9 Customer Equipment Maintenance

9.1 Where you have selected Customer Equipment maintained or maintained and managed by BT then BT will be entitled to inspect and test such equipment at any time, and provision of this Maintenance Service element will be subject to the following:

9.1.1 successful completion of BT's Agreement to Assess Customers Existing Equipment (full details can be found [WBMC website](#)); and

9.1.2 your equipment being in good operating condition, at the appropriate operating level and capable of supporting BT's portfolio.

9.2 You must ensure you advise BT of any changes to Customer Equipment or that affect the inventory list subsequent to the completion of the Agreement to Assess Customers Existing Equipment. Such changes will be subject to review by BT and may incur additional charges.

9.3 You are responsible for all existing cabling and ensuring that additional applications are not installed on your servers that are being maintained by BT, unless previously agreed by BT.

9.4 Where you have not requested BT to provide CPE Maintenance on BT Equipment or Supplied Equipment, then any Maintenance will be your responsibility and BT accepts no responsibility or liability for any such work which will be carried out at your risk.

## 10 CPE and Broadband Maintenance

### 10.1 General

10.1.1 The Maintenance Service comprises routine Maintenance which may be provided by BT on CPE, combined with a fault repair service for all CPE and CPE that has passed a Maintenance acceptance test. The option selected by you will be set out in the Order.

10.1.2 BT will provide Maintenance cover on CPE and circuits depending on the level of CPE Maintenance that you have selected as specified in the Order.

10.1.3 BT will respond to all faults in accordance with this Paragraph 10.1:

- (a) To enable your faults to be logged accurately when reporting a fault, you will provide all information reasonably required by BT in connection with the fault, such as the Site location, CPE serial number, reconfiguration details and where appropriate the circuit number. BT will then give a fault reference number to you. All communication in respect of a reported fault must be made with the Service Desk quoting the reference number;
- (b) If BT identifies a fault as being due to unauthorised activity or access to your network, BT's only obligation will be to attempt to restore Service by installing the last archived configuration available, where applicable. Any further Maintenance activity required as a result of unauthorised activity or access to your network will be subject to agreement and BT reserves the right to raise additional charges for such work;
- (c) Where a fault occurs in CPE or a Circuit installed at a Site outside the UK, repair will be carried out in accordance with the maintenance conditions of the relevant local maintainer or telecommunications service provider. However, BT will liaise with such third parties and endeavour to ensure that the Service is restored as soon as reasonably practicable;
- (d) Faults in any LAN cabling provided by BT under this Contract will be remedied within a reasonable period of time;
- (e) Faults in hardware will be corrected by repair or, at BT's option, replacement of the affected item either in whole or in part. Except in the case of BT Equipment, and subject to payment of any Charges, replacement items of equipment will become Purchased Equipment and replaced items will become BT's property. Expended consumable items will be replaced but BT may make an additional charge for this; and
- (f) If a fault in the Service is reported by you and BT does work to correct it but finds there is none or finds it has been caused by some act or omission on your part or if BT agrees to attend a Site outside the Working Hours, BT may charge you for the work.





- 10.1.4 Where this Contract relates solely to the Maintenance or supply and Maintenance of Purchased Equipment, or Maintenance of CPE which is not provided by BT as part of this Service, then the Maintenance service will cover the following:
- (a) Faults resulting from normal wear and tear;
  - (b) Faults or work resulting from other causes or circumstances, but an additional charge will be payable. Such other causes or circumstances include:
    - (i) misuse;
    - (ii) incorrect environmental conditions including incorrect temperature and humidity levels;
    - (iii) faulty manufacture or design; mains electrical surges or failures;
    - (iv) lightning damage; electromagnetic interference; any other accidental or deliberate damage;
    - (v) correction of defects following the removal or connection of CPE other than by BT;
    - (vi) connection by you of other equipment to the CPE; and
    - (vii) BT being denied access to the CPE.
  - (c) The Service does not cover:
    - (i) loss of Customer generated software programmes;
    - (ii) work at your request outside of Working Hours;
    - (iii) repair, replacement or re-routing of any Customer wiring or cabling or provision of additional wiring and cabling; and
    - (iv) faults reported by you which are not covered by this Contract.
- 10.1.5 Where this Contract relates solely to the Maintenance or supply and Maintenance of BT Provided Equipment, or Maintenance of CPE which is not provided by BT as part of this Service, then you agree:
- (a) to care for and use the CPE in accordance with any BT and manufacturer's instructions and to use it only for a purpose for which it was designed;
  - (b) not to repair, adjust, or modify the CPE without BT's written consent. However, you may make configuration changes in accordance with and within the limits specified in the supplier's documentation and in accordance with Applicable Laws subject to written notification to BT of any such changes; and
  - (c) to co-operate in diagnosing faults by carrying out diagnostic and test routines requested by BT or included in the manufacturer's instructions and allowing BT to carry out remote diagnostic tests where appropriate.

### 10.2 Routine Maintenance

BT will carry out routine inspection or testing (or both) of CPE operating between 8am and 5pm on a Business Day in accordance with BT's normal practices. Inspection or testing may be carried out remotely, or by visiting the Site as appropriate.

### 10.3 Standard Care

BT will provide a UK fault repair service operating between 8am and 5pm per day on a Working Day, under which BT will aim to respond to a fault report received before 5pm on a Business Day or by the end of the next Working Day. Any work that is carried out outside of these hours at your request will attract an additional charge.

### 10.4 Enhanced Care

10.4.1 BT will provide a fault repair service operating twenty four hours per day, seven days a week including all national, public and bank holidays. BT will aim to clear the fault within twenty four hours of receipt.

10.4.2 Enhanced Care may not be available in all geographical locations.

## 11 Reactive Fault Management Options

Where you select an option from Reactive Fault Management in the Order, the following additional conditions will apply:

- 11.1 BT will provide you with a single point of contact helpdesk to which you will report all faults. The Customer Contact will contact the helpdesk via the telephone number notified to you by BT. You acknowledge that, prior to reporting a fault to BT, it will carry out an initial diagnosis to ensure that only faults in the Service are reported to BT.
- 11.2 BT engineers will interrogate the Service remotely using the management links to determine which element(s) of the Service is causing the problem(s) reported by you and diagnose precisely the root cause(s) of this problem. Where possible the problem will be rectified remotely. Where it is not possible to fix the problem remotely a field visit will be scheduled in line with your CPE Maintenance level detailed in the Order.



- 11.3 The helpdesk will take full ownership and manage the fault end to end and where appropriate escalating problems to senior managers and technical experts those faults that prove difficult to resolve or are unlikely to be resolved within target timescales.
- 11.4 BT will aim to respond to Customers to all faults within 15 minutes.
- 11.5 BT will aim to repair CPE faults within eight hours of the fault being logged.
- 11.6 BT will raise time-related charges for faults caused by errors in CPE configuration managed by you.
- 11.7 Customers can report, track and provide updates to the BT helpdesk by telephone.
- 11.8 BT will keep you informed throughout the resolution of a problem at regular intervals agreed with you at the time of reporting the fault (minimum interval one hour). Updates can also be provided by telephone, email or online via the Service Portal.
- 11.9 BT will inform you of vulnerabilities in products supplied as part of the Retail Connect Service where vendors issue warnings pertaining to vulnerabilities in their products. You will be informed of BT's policy and what action is recommended to address these vulnerabilities. BT accepts no responsibility for any impact on your service or losses incurred as a result of such vulnerabilities.

## 12 Proactive Fault Management Options

Where you select an option from Proactive Fault Management, the following additional conditions will apply:

- 12.1 In the event that BT identifies a fault in the Service, it will ensure that the fault is logged on the relevant fault management system and allocated a reference number. Where appropriate, BT will notify the Customer Contact of the status.
- 12.2 Proactive Fault Management enables BT to detect potential problems before they become service affecting and to take proactive steps to resolve the problem without affecting the Service.
- 12.3 BT will monitor the status of CPE for basic operational signs to check that they are functioning correctly and collect additional information enables BT to determine whether the equipment is running with reduced functionality or reduced capacity.
- 12.4 The method of monitoring will vary according to the type of CPE that is being monitored.
- 12.5 If a Service affecting fault is found then BT will carry out remote diagnosis. BT will log the fault in its fault management system and corrective action will be taken to attempt to resolve the fault.
- 12.6 Within one hour of detecting a fault, you will be contacted and informed of what action has been taken and whether any further action is required.
- 12.7 The management of opening/closing of individual LAN ports is not included with this Service element.
- 12.8 Where the Service includes Firewall equipment, BT will devise and implement any management IP addresses which may be required on the router through which the Firewall is connected to the management circuit.



## Part B – Service Delivery and Management

### 13 BT's Obligations

#### 13.1 Service Delivery

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

- 13.1.1 provide you with contact details for the Service Desk;
- 13.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but 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;
- 13.1.3 where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Site(s). Where the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s), BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed, and:
  - (a) where you accept the new quote, will cancel the existing Order to the affected Site(s), will generate a new Order for the affected Site(s) and will arrange for the additional engineering works to be carried out; or
  - (b) where you do not accept the new quote, will cancel your existing Order for the provision of the Retail Connect Service to the affected Site(s) and BT will have no obligation to provide the Retail Connect Service,
- 13.1.4 following any changes made as a result of Paragraph 13.1.3, will provide you with a date on which delivery of the Retail Connect Service (or each part of the Retail Connect Service, including to each Site) is due to start ("**Customer Committed Date**") and will use reasonable endeavours to meet any Customer Committed Date.

#### 13.2 Commissioning of the Service

Before the Service Start Date, BT:

- 13.2.1 will configure the Retail Connect Service;
- 13.2.2 may conduct a series of standard tests on the Retail Connect Service to ensure that it is configured correctly; and
- 13.2.3 after BT has completed the activities in this Paragraph 13.2, confirm to you the Service Start Date.

#### 13.3 During Operation

On and from the Service Start Date, BT:

- 13.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of the Contract if BT detects or if you report an Incident on the BT Network;
- 13.3.2 in the case of the Hull Service, will work with the relevant supplier to restore the Retail Connect Service as soon as practicable during Business Hours if BT detects or if you report an Incident on the Access Line;
- 13.3.3 in the case of ADSL and VDSL, may:
  - (a) undertake DLM for a period of up to ten Business Days from the Service Start Date to stabilise the Access Line at the most appropriate Access Bandwidth, during which time, a number of minor disruptions to the Retail Connect Service are likely to occur that are excluded from BT's Service Level calculations;
  - (b) undertake DLM throughout the provision of the Retail Connect Service to optimise the Access Bandwidth and stability of the Access Line, but BT does not guarantee any specific Access Bandwidth and there may be minor disruptions to the Retail Connect Service as a result of the changes applied through DLM; and
  - (c) the Service does not operate at fixed speeds and will vary on a number of factors, including without limitation the proximity of the Site to the BT local exchange, the length and quality of your internal wiring, the processing speed of the modem and electrical interference from neighbouring properties. You agree that BT is not liable for the Service failing to reach specified speeds.
- 13.3.4 except where you have selected ADSL or VDSL, will provide you with access to the Portal where BT will provide you with reports that measure your utilisation of the Retail Connect Service on a regular basis as determined by BT;
- 13.3.5 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment or Purchased



Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;

- 13.3.6 may, in the event of a security breach affecting the Retail Connect Service, require you to change any or all of your passwords, although BT does not guarantee the security of the Retail Connect Service against unauthorised or unlawful access or use.

### 13.4 The End of the Service

On termination of the Retail Connect Service by either of us, BT:

- 13.4.1 will provide configuration information relating to the Retail Connect Service provided at the Site(s) in a format that BT reasonably specifies; and
- 13.4.2 may disconnect and remove any BT Equipment located at the Site(s).

## 14 Your Obligations

### 14.1 Service Delivery

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

- 14.1.1 provide BT with any information reasonably required without undue delay;
- 14.1.2 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Retail Connect Service;
- 14.1.3 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 14.1.4 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
- (a) inform your Users that as part of the Retail Connect Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
  - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 14.1.4, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 14.1.4;
- 14.1.5 ensure that the LAN protocols and applications you use are compatible with the Retail Connect Service;
- 14.1.6 separately order and configure all your router(s) at a Site;
- 14.1.7 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the Retail Connect Service, including:
- (a) providing a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
  - (b) taking 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 or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or Maintenance Services;
  - (c) carrying out any work that may be required after installation to make good any cosmetic damage caused during installation or Maintenance;
  - (d) providing a secure, continuous power supply at the Site(s) for the operation and Maintenance of the Retail Connect Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Retail Connect Service resulting from failure in the principal power supply; and
  - (e) providing internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

### 14.2 During Operation

On and from the Service Start Date, you will:

- 14.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 14.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;



- 14.2.3 monitor and maintain any Customer Equipment connected to the Retail Connect Service or used in connection with a Retail Connect Service;
  - 14.2.4 ensure that any Customer Equipment that is connected to the Retail Connect Service or that you use, directly or indirectly, in relation to the Retail Connect Service is:
    - (a) connected using the applicable NTU, 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 Retail Connect Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
    - (d) approved and used in accordance with relevant instructions, standards and Applicable Law;
  - 14.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
  - 14.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Retail Connect Service;
  - 14.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Retail Connect Service and:
    - (a) immediately terminate access for any person who is no longer a User;
    - (b) inform BT immediately 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;
    - (c) take all reasonable steps to prevent unauthorised access to the Retail Connect Service;
    - (d) satisfy BT's security checks if a password is lost or forgotten; and
    - (e) change any or all passwords or other systems administration information used in connection with the Retail Connect Service if BT requests you to do so in order to ensure the security or integrity of the Retail Connect Service;
  - 14.2.8 be responsible for devising any IP addresses which may be required for the purposes of the WAN, LAN or both as appropriate, network management; and
  - 14.2.9 be responsible for ensuring the compatibility of any applications you wish to use with the Retail Connect Service, other than where such applications are provided by BT under this Contract. BT does not make any guarantee regarding the performance of the Customer WAN, LAN or both as appropriate, or about the traffic volumes which can be carried by the Customer WAN, LAN or both as appropriate.
- 14.3 **The End of the Service**
- On termination of the Retail Connect Service by either of us, you will:
- 14.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
  - 14.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
  - 14.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
  - 14.3.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
  - 14.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

## 15 Notification of Incidents

Where you become aware of an Incident:

- 15.1 the Customer Contact will report it to the Service Desk;
- 15.2 BT will give you a Ticket;
- 15.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
  - 15.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
  - 15.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 15.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident and, where appropriate, BT will continue to measure Availability Downtime until the Ticket is closed as set out in Paragraph 15.3.



## Part C – Service Levels

### 16 Service Care Levels

There are no Service Levels for the Retail Connect Service. The Service Levels for products outside of the Retail Connect Service are contained in the relevant Service Schedules as set out in the Order.



## Part D – Defined Terms

### 17 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“**20CN Retail Broadband**” means the 21<sup>st</sup> Century Network broadband product at Paragraph 3.2.

“**21CN Retail Broadband**” means the 21<sup>st</sup> Century Network broadband product at Paragraph 3.2.

“**Access Bandwidth**” means the maximum data throughput rate an Access Line can sustain measured in bits per second.

“**Access Line**” means a Circuit connecting the Site or the POP.

“**ADSL**” means asymmetric digital subscriber line, which is a standard that uses rate adaptive broadband technology that does not run at fixed speeds and is determined by the fastest speed that your analogue direct exchange line can support.

“**AF Class**” means the COS for delay sensitive data traffic.

“**ADSL**” means asymmetric digital subscriber line.

“**ATM**” means Asynchronous Transfer Mode, the recognised international standard for data packet transport.

“**BT Licenced Area**” means the United Kingdom other than the Hull Area, the Isle of Man or the Channel Islands.

“**BT Price List**” means the document containing a list of BT’s charges and terms that may be accessed at: [www.bt.com/pricing](http://www.bt.com/pricing) (or any other online address that BT may advise you).

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

“**Cardholder Data**” means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account.

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

“**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**” or “**Class of Service**” 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.

“**CPE**” means Customer Premises Equipment which is: any equipment (including Software embedded in or run on such equipment), whether BT Equipment, Purchased Equipment, Supplied Equipment or Customer Equipment, which is provided, maintained or managed by BT as part of the Retail Connect Service and which is located at a Site not owned or occupied by BT, including but not limited to terminal adapters, routers, bridges, firewalls, hubs, switches, servers, modems, concentrators, multiplexers, client adapters and access points.

“**CPE Maintenance**” means either, in relation to Sites in the UK, Standard Care, Prompt Care or Total Care, as appropriate, or, in relation to Sites outside the UK, a fault repair service operating during the working hours on normal working days applicable to the Site in question, as specified by BT from time to time.

“**Customer Committed Date**” has the meaning given in Paragraph 13.1.4.

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

“**Data Centre**” means a secure site which houses a large group of networked computer servers used for the remote storage, processing, or distribution of large amounts of data.

“**DE Class**” means the ‘default’ Class of Service, which requires the use of reasonable endeavours only and is used for non-critical, non-delay sensitive applications.

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

“**DLM**” means dynamic line management, which is a technique used to control the speed and stability of the broadband line.

“**EF Class**” means the COS for VOIP applications.

“**Enabling Service**” has the meaning given in Paragraph 5.1.

“**Ethernet**” means a dedicated Ethernet access Circuit connecting a Site to the nearest POP that is capable of carrying COS.

“**Ethernet Copper**” means an Ethernet service based on bonded copper cables.

“**Ethernet Fibre**” means an Ethernet service based on an optical fibre cable.

“**Firewall**” means a hardware device together with any associated software, designed to prevent unauthorised access to your LAN.

“**General Terms**” means the general terms to which this Schedule is attached or can be found at [www.bt.com/terms](http://www.bt.com/terms), and that form part of the Contract.



**"Hire Agreement"** means any agreement relating to Supplied Equipment between you and the hire company for hire, lease, rental, hire purchase, lease purchase, conditional sale or any facilities or arrangement similar to any of them.

**"Hull Area"** the area defined as the 'Licensed Area' in the licence granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communications (Hull) plc.

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

**"Installation Charges"** means those Charges set out in any applicable Order in relation to installation of the Retail Connect Service or any Purchased Equipment, 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.

**"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.

**"IPSec VPN Client Software"** means Software used to establish secure remote connectivity from computers, laptops or device on third party networks.

**"Local Area Network"** or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

**"Minimum Period of Service"** means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

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

**"Notice to Amend"** has the meaning given in Paragraph 6.1.3.

**"PCI DSS"** means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

**"Planned Maintenance"** means any Maintenance BT has planned to do 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 BT's Core Network.

**"Port"** means the physical or virtual point where the Access Line connects to the POP.

**"Portal"** means an externally accessible website provided by BT that enables customers to securely access reporting information on the Retail Connect Service.

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

**"Purchased Equipment"** means any equipment, including any Software, sold by BT to you.

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

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

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

**"Renewal Period"** means for each Retail Connect Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

**"Retail Connect Service"** has the meaning given in Paragraph 1.

**"Resilient Service"** means a Retail Connect Service or part of a Retail Connect Service, as set out in any applicable Order, where BT provides:

- (a) two or more Access Lines, to provide more resiliency;
- (b) BT Equipment or Purchased Equipment; and
- (c) Maintenance service 24x7x365 in respect of (a) and (b) above.

**"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 component part.





“**Service Desk**” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Retail Connect Service.

“**Service Level**” means each service level that may be set out in a Service Schedule.

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

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

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

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

“**Supplied Equipment**” means each item including any related Software identified in this Contract as Supplied Equipment and provided by BT under this Contract for the purposes of a Hire Agreement.

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

“**Underlying Network and Service Product Terms and Conditions**” means separate products that make up a Retail Connect solution, which are governed by their own separate terms available at <https://www.globalservices.bt.com/en/terms-and-conditions> (or any other online address BT may inform you of).

“**VOIP**” means voice over internet protocol, a technology for delivering voice calls as digital packets using IP.

“**VPN**” means a virtual private network.

“**VDSL**” means very-high-bit-rate digital subscriber line standard, which is a standard that provides higher access line speeds than ADSL, using high speed rate adaptive broadband technology that does not run at fixed speeds and is determined by the fastest speed that the underlying technology can support.

“**VDSL Fibre to the Cabinet**” means a VDSL service that uses a copper telephone line between the cabinet in the street and your Site.

“**WAN**” means wide area network.

“**Working Hours**” means BT’s standard operating hours as applicable to the relevant Service as set out in the Contract or, where no hours are specified, 9am to 5pm on a Business Day.