



# SHDS Connect

## Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either of us', 'either one of us', 'one of us', 'each of us' or 'both of us' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

## Part A – The Service

### 1 Service Summary

- 1.1 BT will provide you with a range of short distance (less than 45km) point to point communication products that carry Ethernet protocols between Sites, comprising:
  - 1.1.1 the Standard Service Component; and
  - 1.1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "**Service**").
- 1.2 Where you select SHDS Connect under the Managed Service from BT:
  - 1.2.1 Paragraph 6 of this Schedule will not apply and in such case Paragraph 5 of Managed Service from BT Schedule to the General Terms will apply;
  - 1.2.2 Paragraph 11 of this Schedule will not apply and in such case Paragraph 11 of Managed Service from BT Schedule to the General Terms will apply; and
  - 1.2.3 Part C of this Schedule will not apply and in such case Part C of Managed Service from BT Schedule to the General Terms will apply.
- 1.3 Where you select SHDS Connect under a Managed Service:
  - 1.3.1 Paragraph 6 of this Schedule will not apply and in such case Paragraph 4 of the Managed Service Schedule to the General Terms will apply; and
  - 1.3.2 Paragraph 11 of this Schedule will not apply and in such case Paragraph 4 of the Managed Service Schedule to the General Terms will apply.

### 2 Standard Service Components

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

- 2.1 **SHDS Connect:** BT will provide a single dedicated Service between two Sites up to 25 kilometres apart terminated by Network Terminating Equipment appropriate to the speed of service and type of Customer Equipment.

### 3 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:

- 3.1 **SHDS Connect**
  - 3.1.1 **Resilience Option 1 (not available for new supply):** BT will:
    - (a) provide one Service comprising two fibre Circuits (a main Circuit and a standby Circuit) which are diversely routed from one another and connected to a single NTE at each Site. Recurring Charges apply separately to each of the two fibre Circuits which equate to the Charges that would apply to the provision of two separate fibre Circuits;
    - (b) monitor the diversity of the fibre Circuits to ensure that diversity is maintained throughout the life of the Service; and
    - (c) if a problem occurs on the main Circuit, automatically switch the traffic onto the standby Circuit. This changeover will take up to 50mS.
  - 3.1.2 **Resilience Option 2:** BT will:
    - (a) provide two completely separate diverse Services each comprising one Circuit;
    - (b) monitor the diversity between the two Services; and
    - (c) charge one Service as a primary Service, the other as a secondary Service.
  - 3.1.3 **Local Access Option:** BT will provide a Circuit between a Site and BT's exchange where that Site is within the area served by that exchange. This option is typically used where a customer wishes to connect to equipment located at BT's exchange.
  - 3.1.4 **Extended Reach option:** BT will deliver the Service up to 45km.



- 3.2 **Full diversity:** BT will:
  - 3.2.1 charge you for separate duct access to the Site; or
  - 3.2.2 provide diversity from the first point of connection outside of the Site.
- 3.3 **Interfaces:** BT will:
  - 3.3.1 for 10/100 Mb Services, provide a RJ45 copper interface;
  - 3.3.2 for 1Gb Services, provide a fibre or copper interface as either RJ45, single mode or multi-mode via LC connections; and
  - 3.3.3 for 10Gb Services, provide a fibre interface, as either a single mode or multi-mode via LC connections.

**4 Service Management Boundary**

- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order up to your side of the socket on the NTE ("**Service Management Boundary**").
- 4.2 For SHDS Connect with Managed CPE, the Service Management Boundary is the LAN port on the Managed CPE. You are responsible for the cable connecting to the CPE owned by you.
- 4.3 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.4 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

**5 Associated Services and Third Parties**

- 5.1 You will have the following interfaces in place that will connect to the Service and are necessary for the Service to function:
  - 5.1.1 10/100/1000 Ethernet connection using either 10/100/1000 copper RJ45 or 1Gb fibre or copper LC connections; and
  - 5.1.2 A single or dual LC connector for SHDS 10G.
- 5.2 If BT provides you with any services other than the Service this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.
- 5.3 If you are required by Applicable Law to purchase the Service from a third party supplier, BT may, if you agree to it, manage the Service as your agent.
- 5.4 BT will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

**6 Specific Terms and Conditions**

**6.1 Termination for Convenience**

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 Service or any Order by giving 30 days' Notice to the other.

**6.2 Minimum Period of Service**

- 6.2.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract or the Minimum Period of Service is extended in accordance with Paragraph 6.2.5, BT will continue to provide the Service on the undiscounted published tariff set out in the BT Price List and both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.2.2 In the event that one of us gives at least 30 days' written Notice of BT's intention to terminate the Service at the end of the Minimum Period of Service BT will cease delivering the Service at 23:59 on the last day of the Minimum Period of Service.
- 6.2.3 If the Contract has an initial Minimum Period of Service in excess of 12 months, you will be entitled to discounts on Recurring Charges dependent on Service Options and duration of the Minimum Period of Service.
- 6.2.4 The table below sets out the percentage discount available and confirms which Minimum Period of Service is available for each Service:

Service Types	Minimum Period of Service		
	1 Year	3 Years (% discount rates)	5 Years (% discount rates)
SHDS 10, 100, 1000	1 year Service option available but 0% discount	25%	35%



Service Types	Minimum Period of Service		
	1 Year	3 Years (% discount rates)	5 Years (% discount rates)
SHDS 10G	1 year Service option available but 0% discount	15%	20%
SHDS FT5	1 year Service option not available	3 year Service option not available	5 year Service option available but 0% discount

- 6.2.5 You may, during the Minimum Period of Service but prior to expiry of the Minimum Period of Service, extend the Minimum Period of Service for an additional period of three or five years.
- 6.2.6 The applicable discount that will apply from the date of extension will be as set out in the table above for the relevant additional period selected i.e. three or five years.
- 6.2.7 At the end of the Minimum Period of Service, unless you have chosen to extend the Minimum Period of Service, Service Charges will revert to standard prices as set out in the BT Price List.

6.3 **Access to Emergency Services**

You acknowledge and agree that the Service does not provide the ability for Users to call the emergency services by dialling "999" or "112", and that alternative arrangements should be made to cover this including the maintenance of a fixed telephone number.

6.4 **Shifts & Upgrading**

6.4.1 You may shift and/or upgrade the Service during the Minimum Period of Service subject to additional Connection Charges. Where appropriate, BT will recalculate the Recurring Charges based on the shift, upgrade and distance.

6.5 **Migration Paths and Movement Between Service Options**

- 6.5.1 You may request a change to the Service type irrespective of the duration of the Minimum Period of Service remaining, without incurring Termination Charges, provided you meet the criteria below:
  - (a) the change to the Service does not involve a reduction to the expiry date of the Minimum Period of Service;
  - (b) any upgrade is from lower speed Services to higher speed Services;
  - (c) the Circuits are eligible for the upgrade; and
  - (d) you pay outstanding Connection Charges for the original Service in full before migration.

6.5.2 BT may apply Connection Charges and/or upgrade Charges for the new Service as set out in the BT Price List.

6.5.3 BT will recalculate discount rates based on the new Services.

6.6 **Migration from SHDS Connect to other BT Connect services**

- 6.6.1 You may migrate from an existing Contract ("**Existing Contract**") to a contract for an alternative BT Connect service ("**New Contract**") without incurring Termination Charges, provided you meet the following criteria:
  - (a) total charges for the Minimum Period of Service applicable to the New Contract exceed the Termination Charge for the Existing Contract;
  - (b) you have paid outstanding Connection Charges for the Existing Contract in full;
  - (c) on migration, you will pay all appropriate Charges (including Connection Charges) for the New Contract;
  - (d) the Minimum Period of Service applicable to the New Contract is equal to or greater than the outstanding Minimum Period of Service applicable to the Existing Contract; and
  - (e) the route of the Circuit(s) provided under the Existing Contract can be covered in total by the new service provided under the New Contract.

6.7 **Cancellation Charges**

- 6.7.1 For the purposes of clause 16.2 of the General Terms if you cancel an Order, or part of it, any time before the Contractual Delivery Date you will have to pay BT the Cancellation Charges as set out below:
  - (a) Cancellation Charges are incurred based upon the number of Business Days of the installation that remain; and
  - (b) if you cancel the Service before BT has installed the Service, you will pay BT the applicable Cancellation Charge as set out in the table below:

Business Days before Contractual Delivery Date (CDD)	% of Connection Charge
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Business Days before Contractual Delivery Date (CDD)	% of Connection Charge
0 - 25 Working Days before CDD	100 % *note

**Note** \* This excludes any costs incurred as a result of Excess Construction Charges (ECCs). If BT incurs any ECCs BT will invoice you and you will pay these Charges in full based upon work that has been completed, in accordance with Paragraph 10.7 (Ancillary Charges and Excess Construction Charges).

6.8 **Access to Internet**

You acknowledge and agree that where the Service provides access to the Internet, the use of the Internet is at your own risk.



## Part B – Service Delivery and Management

### 7 BT's Obligations

#### 7.1 Service Delivery

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

- 7.1.1 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 Service ("**Service Desk**");
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under this Contract;
- 7.1.3 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites and to ensure that BT can provide the Service. If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites or to enable BT to provide the Service, 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) if you accept the new quote, BT will update the existing Order to the affected Sites, will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
  - (b) if you do not accept the new quote, BT will cancel your existing Order for the provision of Service to the affected Sites and BT will have no obligation to provide the Service; or
  - (c) where BT cannot provide the Service, BT will cancel the Order without liability to BT;
- 7.1.4 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Contractual Delivery Date**" or "**CDD**") and will use commercially reasonable endeavours to meet any CDD.

#### 7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Service;
- 7.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly; and
- 7.2.3 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you that the Service is available for performance of any Acceptance Tests as set out in Paragraph 8.2.

#### 7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if you report an Incident on the BT Network;
- 7.3.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if you report an Incident;
- 7.3.3 may carry out Maintenance from time to time and, in such instances, will endeavour to inform you:
  - (a) at least five Business Days before any Planned Maintenance on the BT Network and/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; and
- 7.3.4 in order to maintain the long term viability of the Service, may perform a technology update on the Service, in which case BT will work with you to ensure the Service update causes minimal disruption to the Service.

#### 7.4 The End of the Service

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

- 7.4.1 may disconnect and remove any BT Equipment located at the Sites.

### 8 Your Obligations

#### 8.1 Service Delivery

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



- 8.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
  - 8.1.2 provide BT with any information reasonably required without undue delay;
  - 8.1.3 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
  - 8.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
  - 8.1.5 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
  - 8.1.6 ensure that the LAN protocols and applications you use will be compatible with the Service;
  - 8.1.7 prepare and maintain the Site for the installation of BT Equipment and supply of the Service, including without limitation:
    - (a) provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
    - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
    - (c) 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 (either a dual local 50Hz AC supply in the form of standard 13Amp power socket(s) or dual 50V DC power distributions and earth connections) at the Site for the operation and maintenance of the Service and BT Equipment and provide an additional 13Amp socket for test equipment. In order to mitigate any Service interruption 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; and
  - 8.1.8 complete a Customer Requirements Form and provide this when you place the Order.
- 8.2 Acceptance Tests**
- 8.2.1 After receiving Notice from BT under Paragraph 7.2.3, you will promptly carry out the Acceptance Tests for the Service. The Service will be deemed to have been accepted if you have not:
    - (a) carried out the Acceptance Tests and confirmed acceptance in writing; or
    - (b) notified BT in writing that the Service has not passed the Acceptance Tests, within five Business Days following notification under Paragraph 7.2.3.
  - 8.2.2 Subject to Paragraph 8.2.3, the Service Start Date will be the earlier of the following:
    - (a) the date that you confirm acceptance of the Service in writing under Paragraph 8.2.1 (a); or
    - (b) the date following the fifth Business Day following notification under Paragraph 7.2.3.
  - 8.2.3 In the event that the Acceptance Tests are not passed, BT will remedy the non-conformance without undue delay and notify you that BT has remedied the non-conformance, and inform you of the Service Start Date.
- 8.3 Service Operation**
- On and from the Service Start Date, you will:
- 8.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
  - 8.3.2 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 will be available for all subsequent Incident management communications;
  - 8.3.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
  - 8.3.4 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:





- (a) connected using the applicable BT Network termination point and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
  - (b) adequately protected against viruses and other breaches of security;
  - (c) technically compatible with the Service and will not harm or damage BT Equipment, 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;
- 8.3.5 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;
- 8.3.6 connect equipment to the Service only by using the NTE at the Sites; and
- 8.3.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 8.4 The End of the Service**
- On termination of the Service by either one of us, or expiry you will:
- 8.4.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
  - 8.4.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
  - 8.4.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
  - 8.4.4 arrange for any BT Equipment located at the Sites to be returned to BT; and
  - 8.4.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

## 9 Notification of Incidents

- Where you become aware of an Incident:
- 9.1 the Customer Contact will report it to BT's Service Desk;
  - 9.2 BT will give you a unique reference number for the Incident ("**Ticket**");
  - 9.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
    - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
    - 9.3.2 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 of BT's attempt to contact you;
  - 9.4 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.

## 10 Invoicing

- 10.1 BT will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 BT will invoice you, for:
  - 10.2.1 Connection Charges, on the Service Start Date, including Connection Charges for the applicable Service Start Date of any upgrades and shifts;
  - 10.2.2 Recurring Charges, annually or quarterly, as set out in the Order, in advance prior to the first day of the relevant year or quarter of the Minimum Period of Service and thereafter on an annual or quarterly basis (for any period where Service is provided for less than one year or quarter as the case may be, the Recurring Charges will be calculated on a pro rata basis);
  - 10.2.3 De-installation Charges within 60 days of de-installation of the Service;
  - 10.2.4 the Charges incurred in accordance with Paragraphs 10.6 and 10.7 on completion of the relevant change to the Service; and
  - 10.2.5 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service.
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
  - 10.3.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
  - 10.3.2 Charges for commissioning the Service as set out in Paragraph 7.2 outside of Business Hours;
  - 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with clause 10.1.2 of the General Terms;
  - 10.3.4 Charges for cancelling the Service in accordance with clause 16 of the General Terms;





- 10.3.5 Charges for expediting provision of the Service at your request after you have been informed of the Contractual Delivery Date;
- 10.3.6 any other Charges set out in any applicable Order or otherwise agreed between both of us; and
- 10.3.7 charges in advance as specified in the BT Price List.
- 10.4 The Charges for the Service are set out in the BT Price List or as otherwise set out in the Order.
- 10.5 You will provide any deposit or guarantee as security for payment of future bills immediately on BT's request.
- 10.6 **Shift Charges**
  - 10.6.1 Shifts are allowed at any time during the Minimum Period of Service.
  - 10.6.2 When you require one end (A or B) moved within the same building (an internal shift), BT will apply Timescale Charges in accordance with Section 15, Part 8, Sub-part 1 of the BT Price List ("**Timescale Charges**")
  - 10.6.3 Where you require the local end moved to a new building (an "**External Shift**") within:
    - (a) the same exchange area, BT will apply the appropriate Connection Charge set out in the BT Price List for one local end;
    - (b) a different exchange area, BT will apply the appropriate Connection Charges set out in the BT Price List for one local end and calculate a new distance based Recurring Charge.
  - 10.6.4 Where the External Shift requires the shifting of both local ends, BT will apply standard Connection Charges set out in the BT Price List for a new Service.
  - 10.6.5 All shifts involve a break in Service. If a break is unacceptable, BT can provide a new Service between the existing Sites, and BT will charge you the appropriate Connection Charges and annual Recurring Charges.
- 10.7 **Ancillary Charges and Excess Construction Charges**
  - 10.7.1 The standard Connection Charge assumes that suitable Circuits exist between BT's exchange and the on-site connection point for BT's NTE; where:
    - (a) suitable Circuits do not exist; or
    - (b) additional work is required,BT will apply additional Charges. BT will inform you of these Charges prior to work commencing.
  - 10.7.2 The standard Connection Charge does not include:
    - (a) BT's undertaking work on internal trunking & traywork;
    - (b) breaking through walls;
    - (c) providing additional poles, ducts and cables;
    - (d) radio charges; and
    - (e) miscellaneous non-standard or specially requested items,for which BT will apply additional Charges in accordance with Section 45, Part 1 of the BT Price List.
  - 10.7.3 BT will apply Excess Construction Charges in addition to normal Connection Charges:
    - (a) where BT provides additional infrastructure to give new or extended Service at Site or other requested location where BT would otherwise not choose to extend the BT Network on the basis of normal commercial criteria;
    - (b) to situations of extended reach, including provision to a new location within the Site;
    - (c) where increased capacity is required; and/or
    - (d) at Non Served Premises (as further described in Section 1 Exchange Lines, Part 5, Sub-part 1 of the BT Price list).

## 11 Charges at the End of the Contract and/or Service

- 11.1 If you exercise your right under clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:
  - 11.1.1 all outstanding Charges for the Service rendered;
  - 11.1.2 any other Charges set out in the Order; and
  - 11.1.3 any incremental charges incurred by BT from a supplier due to the termination.
- 11.2 In addition to the Charges set out in Paragraph 11.1, if you terminate during the Minimum Period of Service, you will pay BT the Termination Charges set out in Paragraph 11.3.
- 11.3 **Termination Charges for ending the Contract and/or Service during the Minimum Period of Service**
  - 11.3.1 If you terminate the Contract or any Service for convenience (in accordance with clause 17 of the General Terms) during the Minimum Period of Service (including any extension to the Minimum Period



of Service under Paragraph 6.2.5), you will pay BT (excluding SHDS 1000 FT5 and SHDS 10G Contracts which are set out in Paragraph 11.3.2 below):

- (a) for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
  - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service; and
  - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
- (b) for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service or during any extension to the Minimum Period of Service under Paragraph 6.2.5, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service.

11.3.2 For SHDS 1000 FT5 or SHDS 10G, if you terminate the Contract or any Service for convenience (in accordance with clause 17 of the General Terms) during the Minimum Period of Service (including any extension to the Minimum Period of Service under Paragraph 6.2.5), you will pay BT:

- (a) for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
  - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
  - (ii) 50 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service up to the end of the third year; and
  - (iii) 20 per cent of the Recurring Charges for the remaining months, other than the first 36 months, of the Minimum Period of Service up to the end of the fifth year.

## 12 Service Amendment

- 12.1 You may request, by giving BT Notice, a change to:
  - 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If you exercise your right under Paragraph 12.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
  - 12.2.1 the likely time required to deliver the changed Service; and
  - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until we both agree in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 12.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in BT's reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.
- 12.5 BT can amend this Schedule (including the Charges) at any time by giving you at least 30 days' prior Notice ("**Notice to Amend**") by either:
  - 12.5.1 publishing the amendment online at <http://www.bt.com/pricing> (or any other online address that BT advises you of); and/or
  - 12.5.2 by giving Notice to you:
    - (a) for amendments that cause you material detriment, at least 30 days before the change is to take effect; and
    - (b) for all amendments other than Paragraph 12.5.2(a), at least one day before the change is to take effect.
- 12.6 If BT makes any amendment to the Contract (as set out in Paragraph 12.5 that causes you material detriment, you will not have to pay any Termination Charges if you choose to terminate the Contract as a result of that material detriment within:
  - 12.6.1 90 days of the date of notification if BT has only published the amendment online under Paragraph 12.5.1; or
  - 12.6.2 30 days of the date of the Notice if BT has given you Notice under Paragraph 12.5.2(a).

## 13 BT Equipment



- 13.1 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.
- 13.2 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.
- 13.3 You will 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.
- 13.4 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.

### 14 WEEE Directive

- 14.1 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**").
- 14.2 Each of us acknowledge that for the purposes of Article 13, this Paragraph 14 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 14.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 14.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 14 or in connection with the WEEE Directive.



Part C – Service Levels

15 On Time Delivery

15.1 On Time Delivery Service Level

BT aims to provide all SHDS Connect Services before the end of the agreed Contractual Delivery Date (the "On Time Delivery Service Level").

15.2 On Time Delivery Service Credit

15.2.1 If BT does not meet the On Time Delivery Service Level, an On Time Delivery Service Credit ("On Time Delivery Service Credit") will be applied in accordance with this Paragraph 15.2 and the table below:

Calculation of the On Time Delivery Service Credit	
Number of Business Days Beyond Contractual Delivery Date	% Reduction of the Connection Charge for the particular Service affected by the delay
1 – 10	5
11 – 15	10
16 – 20	15
More than 20	20

15.2.2 On Time Delivery Service Credits are available up to a maximum amount equal to 20 per cent of the total Connection Charges for the affected part of the Services.

15.2.3 If both of us have agreed a revised Contractual Delivery Date in writing, or if BT exercises BT's right to revise the Contractual Delivery Date as set out in Paragraph 15.3.1, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Contractual Delivery Date.

15.2.4 Each Service, which is provided as part of the major construction work or multiple order scheme, will have an individual Contractual Delivery Date. Each Order is eligible under the scheme for reduction of Connection Charges should delivery take place later than the Contractual Delivery Date.

15.2.5 A multiple Order cannot exceed five Services per day.

15.2.6 Any reductions due as a result of the On Time Delivery Service Level will only apply to the Connection Charge and not to any Recurring Charges.

15.3 Exceptions

15.3.1 If you request a change to the Service or any part of the Service, then BT may change the Contractual Delivery Date to accommodate that change to the Service or part of the Service.

15.3.2 The On-Time Delivery Service Level does not apply to shifts, upgrades and/or changes to the Service, unless these require the installation of new components and have an agreed delivery date, in which case the Contractual Delivery Date will be that agreed delivery date.

15.3.3 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Contractual Delivery Date.

16 Service Availability

16.1 Availability Service Level

16.1.1 From the Service Start Date, BT will make the Service available to you, however in the event of a reported Incident which qualifies as an Eligible Failure and depending on the number of Eligible Failures in a year measured from the Contractual Delivery Date and each anniversary thereafter ("Availability Service Level"), BT will reduce the annual Recurring Charge (irrespective of whether the Service is billed annually or quarterly) in accordance with the table below (up to a maximum amount equal to 35 per cent of the annual Recurring Charges for the affected Service:

Number of Eligible Failures in a year measured from the CDD and each anniversary thereafter (12 month cycle)	Reduction of annual Recurring Charge for the affected Service %
1	5
2 – 3	10
4	25
5 or more	35

16.1.2 Where there is an Eligible Failure, BT will measure and record any Eligible Failure for a Site or Circuit starting from when you report an Incident, and ending when BT closes the Ticket for that related Incident.

- 16.1.3 An Eligible Failure for the purposes of the Availability Service Level applies to Services on Total Care (i.e. all Circuit types set out in Paragraph 16.1.6).
- 16.1.4 Any reductions to the Charges due as a result of the Eligible Failure will only apply to the Recurring Charges.
- 16.1.5 For Services on Total Care, you will receive a percentage reduction ("**Availability Service Credit**"), up to a maximum of 35 per cent, of the Recurring Charges for the period covered by the 12 month cycle. The Availability Service Credit is calculated by reference to the Recurring Charges due for the period covered by the 12 month cycle.
- 16.1.6 The Availability Service Level is available with the following Service types:

Service Types
SHDS 10, LA, RA01, RA02
SHDS 10 ER, RA01, RA02
SHDS 100, LA, RA01, RA02
SHDS 100 ER, RA01, RA02
SHDS 100B, LA, RA01, RA02
SHDS 100B, ER, RA01, RA02
SHDS 1000, LA, RA01, RA02
SHDS 1000 ER, RA01, RA02, FT5
SHDS 1GB, LA, RA01, RA02
SHDS 1GB, ER, RA01, RA02
SHDS 10G, LA, RA01, RA02

## 17 Service Credits

- 17.1 Service Credits are paid as follows:
- 17.1.1 On Time Delivery Service Credits are applied to the Connection Charge at the time the Connection Charge is invoiced, i.e. the first invoice for the Service;
- 17.1.2 Availability Service Credits for each 12 month Service period are applied to the first invoice of the subsequent 12 month Service period; and
- 17.1.3 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 17.2 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 17.3 The On Time Delivery Service Level and Availability Service Level will not apply:
- 17.3.1 in the event that clause 8 of the General Terms applies;
- 17.3.2 during any trial period of the Service;
- 17.3.3 to failures due to any Force Majeure Event;
- 17.3.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
- 17.3.5 to any Incident not reported in accordance with Paragraph 9 above;
- 17.3.6 if you have not complied with the Contract;
- 17.3.7 where you do not provide the information required by BT, or comply with the provisioning rules and timescales provided by BT in writing following the outcome of the Site survey and/or in the Customer Requirements Form; or
- 17.3.8 to inland tails of offshore and international Circuits and Circuits to the Hull Area.

## Part D – Defined Terms

### 18 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):

**"Acceptance Tests"** means those objective tests conducted by you, which, when passed confirm that you accept the Service and that the Service is ready for use save for any minor non-conformities, which will be resolved as an Incident as set out Paragraphs 7.3.1 and 7.3.2.

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

**"Availability"** means the period of time when the Service is functioning.

**"Availability Service Level"** has the meaning given in Paragraph 16.1.1.

**"Availability Service Credit"** has the meaning given in Paragraph 16.1.5.

**"BT Connect"** means the network services available from BT and described at:

[http://www.globalservices.bt.com/uk/en/products\\_category/network\\_services](http://www.globalservices.bt.com/uk/en/products_category/network_services)

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

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

**"Connection Charge"** means a charge for connecting a Service, as set out in the Order and is applied per-end and is not distance-dependent.

**"Contractual Delivery Date"** or **"CDD"** has the meaning given in Paragraph 7.1.4.

**"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 equipment owned by you, which is provided, maintained or managed by BT as part of the Service and which is located at a Site, access to which can be granted by you to BT.

**"Customer Contact"** has the meaning given in Paragraph 8.1.1.

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

**"Customer Requirements Form"** means the form that sets out the requirements for the Service agreed between both of us.

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

**"Eligible Failure"** means a total loss of Service for a period of longer than five consecutive hours in which there is no transmission of signals in one or both directions for the duration of the total loss of Service occurring on the Circuit or associated network equipment between the Network Terminating Units and excludes any loss of Service arising from any of the following events:

- (a) the 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 Service at a time when no Incident has been detected and/or reported.

**"Ethernet"** means a link layer protocol describing how networked devices can format data for transmission to other network devices on the same network segment, and how to put that data out on the network connection.

**"Excess Construction Charges"** means the charges payable by you in accordance with Paragraph 10.7 prior to BT providing the Service.

**"Existing Contract"** has the meaning given in Paragraph 6.6.1.

**"External Shift"** has the meaning given in Paragraph 10.6.3.

**"Hull Area"** means 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 Service or particular element of the Service.

**"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.

“**LC connections**” means a type of interface.

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

“**Local Contracted Business Hours**” means the times during which maintenance of any Service is provided, which will be Business Hours unless specified otherwise in the Order.

“**Managed Service**” means a managed voice or/and data telecommunications service. Management services are provided as an overlay to the following services to provide a fully managed solution:

- (a) Wide Area Network (WAN);
- (b) Local Area Network (LAN);
- (c) Unified Communications (UC).

“**Managed Service Schedule to the General Terms**” means a Service Schedule for Managed Service that can be found at <https://www.globalservices.bt.com/en/terms-and-conditions>.

“**Managed Service from BT**” means a managed voice or/and data telecommunications service. Management services are provided as an overlay to the following services to provide a fully managed solution:

- (a) Wide Area Network (WAN);
- (b) Local Area Network (LAN);
- (c) IP Telephony (IPT);
- (d) Security;
- (e) Applications such as Microsoft Services and AAI.

“**Managed Service from BT Schedule to the General Terms**” means a Service Schedule for Managed Service from BT that can be found at <https://www.globalservices.bt.com/en/terms-and-conditions/managed-service-from-bt-terms-and-conditions>.

“**Minimum Period of Service**” means a period of 1, 3 or 5 years beginning on the Service Start Date as set out in the Order.

“**Network Terminating Equipment**” or “**NTE**” means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Circuit, or provided at the Sites for connection to the Network Terminating Unit.

“**Network Terminating Unit**” or “**NTU**” means the socket where your wiring, equipment or existing qualifying data service is connected to the Service.

“**New Contract**” has the meaning given in Paragraph 6.6.1.

“**Notice to Amend**” has the meaning given in Paragraph 12.5.

“**On Time Delivery Service Credit**” has the meaning given in Paragraph 15.2.1.

“**On Time Delivery Service Level**” has the meaning given in Paragraph 15.1.

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

“**Recurring Charges**” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly either quarterly or annually (e.g. every year of the Minimum Period of Service and thereafter on an annual basis), as set out in the Order and are:

- (a) a per-end Charge (one A end Charge and one B end Charge) and
- (b) a main link Charge, calculated on the radial distance between the two serving exchanges. Where the two Sites are within the same exchange area, the main link Charge will not apply.

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

“**Service Desk**” has the meaning given in Paragraph 7.1.1.

“**Service Level**” means each of the On Time Delivery Service Level and the Availability Service Level.

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

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

“**SHDS**” means Short Haul Data Service. This is a point to point Ethernet service.

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

“**Standard Service Component**” has the meaning give in Paragraph 2.

“**Ticket**” has the meaning given in Paragraph 9.2 and may also be known as a “**fault reference number**”.

“**Timescale Charges**” has the meaning given in Paragraph 10.6.2.

“**Total Care**” means a Service Care Level repair option as set out in Section 14 of the BT Price List.

“**WEEE**” has the meaning given in Paragraph 14.1.

“**WEEE Directive**” has the meaning given in Paragraph 14.1.