



# BT Business Broadband, Superfast, Ultrafast and Hyperfast

## Schedule to the General Terms for Complete Wi-Fi and Hybrid Backup

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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 Broadband Service

### 1 Service Summary

BT will provide you with an internet access service available in a range of options and delivered over a compatible Access Line using traditional copper wiring, fibre optic cabling or a combination of both (depending on the geographical area where BT provides the internet access service), comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "**Broadband Service**").

### 2 Standard Service Components

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

#### 2.1 Internet access

BT will provide you with access to the Internet in accordance with the BT Business Broadband Package you have chosen as set out in Paragraph 3.1.

#### 2.2 BT Wi-fi Access

- 2.2.1 BT will provide you with a wireless data service (which may also be known as BT Wi-fi or BT FON) that uses radio frequency to access a BT Site ("**BT Wi-Fi Access**").
- 2.2.2 BT Wi-Fi Access is independent from your network that is linked to the Broadband Service and to any services connected to your network.
- 2.2.3 You may connect to the Internet using BT Wi-fi Access using your Customer Equipment and login name and password when you are located within the radio frequency coverage area of a BT Site.
- 2.2.4 You may access BT Wi-fi Access using:
  - (a) an alternative wireless data service where BT has an agreement with the alternative wireless data service provider for this access. Details of BT's alternative wireless data service providers are set out at the BT Wi-fi Web Page; and
  - (b) a BT Hub where Customer Equipment that is capable of connecting to the Internet, is within range of the BT Hub and you enter the correct user credentials or access code provided to you by BT from time to time.
- 2.2.5 BT Wi-fi Access is dependent on the suitability of the Customer Equipment and, if applicable, your network.
- 2.2.6 BT will not authorise or guarantee access to any of the BT Sites or guarantee that BT Wi-fi Access will continue to be available from a specific BT Site.
- 2.2.7 BT may restrict access to, or respond to a request from one of BT's Wi-fi Partners to restrict access to, specific websites at a BT Site.
- 2.2.8 BT will not guarantee the security of BT Wi-fi Access against unlawful access or use.
- 2.2.9 Subject to Paragraph 2.3, BT Wi-fi Access is intended for your own use only and you will not share it publicly or with any third parties.
- 2.2.10 If you make the Broadband Service available to third parties in breach of Paragraph 2.2.9:
  - (a) it is your responsibility to filter Content and to comply with all relevant safety and security regulations or laws for publicly sharing BT Wi-fi Access;
  - (b) BT will not be responsible for filtering any Content and will have no liability to you or any third party for any harm, distress or damage resulting from your breach of Paragraph 2.2.9 and you will indemnify BT against any such claims; and
  - (c) BT may terminate the BT Wi-fi Access, the Broadband Service or the Contract.

#### 2.3 Guest Wi-fi



- 2.3.1 BT will provide you with a wireless data connection that enables Guest Wi-fi Users to access the Internet at your Site without using your private network ("**Guest Wi-fi**").
- 2.3.2 If you offer Guest Wi-fi to Guest Wi-fi Users:
- (a) you will have a compatible BT Hub that accesses the Broadband Service;
  - (b) you will activate Guest Wi-fi in accordance with any instructions provided by BT; and
  - (c) the number of Guest Wi-fi Users is limited to 13 at any time.
- 2.3.3 Unless BT agrees with you otherwise, BT may restrict, block or control Guest Wi-Fi Users' access to specific websites including, but not limited to, websites that contain the following content:
- (a) criminal skills;
  - (b) drugs;
  - (c) hacking;
  - (d) hate;
  - (e) pornography;
  - (f) self-harm and suicide;
  - (g) violence and gore; and
  - (h) weapons.
- 2.3.4 If you have selected the Complete Wi-Fi Service Option as set out in Paragraph 3.4.3, Guest W-Fi Users will only be able to access Guest Wi-Fi through your BT Hub and not through your Wi-Fi Disc.
- 2.3.5 BT is not responsible and has no liability for use of Guest Wi-fi by Guest Wi-fi Users. You will be liable for any use of Guest Wi-fi by your Guest Wi-fi Users.

### 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 BT Business Broadband Packages

3.1.1 You will choose one of the following broadband packages that BT will deliver to your Site:

- (a) Broadband Essential;
- (b) Broadband Enhanced;
- (c) Fibre Enhanced;
- (d) Superfast Essential;
- (e) Superfast Enhanced;
- (f) Ultrafast 1 Essential;
- (g) Ultrafast 1 Enhanced;
- (h) Ultrafast 2 Essential;
- (i) Ultrafast 2 Enhanced;
- (j) Hyperfast 1 Essential;
- (k) Hyperfast 1 Enhanced;
- (l) Hyperfast 2 Essential; and
- (m) Hyperfast 2 Enhanced,

and that are described in your Order ("**BT Business Broadband Packages**").

3.1.2 The availability of the BT Business Broadband Packages is dependent on the geographical location of your Site.

#### 3.2 BT Hubs

3.2.1 You may order a BT Hub with the Broadband Service which may incur a Charge.

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

3.2.3 BT will not guarantee the continuing availability of the BT Hub and subject to Paragraph 6.2.3, BT may add to, substitute or discontinue BT Hubs.

3.2.4 If you connect your Compatible Hub to the Broadband Service instead of the BT Hub, you will re-connect the BT Hub in the event of an Incident to allow BT to undertake diagnostic activities.

#### 3.3 Value Added Services

BT will provide you with the Value Added Services as set out in any applicable Order.

#### 3.4 Enhanced Service Options

##### 3.4.1 Static IP Addresses

- (a) BT will provide you with a single IP Address for your own use in connection with the Broadband Service.



(b) You may order additional IP Addresses for an additional Charge in the BT Price List.

### 3.4.2 Hybrid Backup

(a) BT will provide you with Hybrid Backup from the Service Start Date:

- (i) free of charge, if you have ordered Broadband Enhanced, Fibre Enhanced, Superfast Enhanced, Ultrafast 1 Enhanced, Ultrafast 2 Enhanced, Hyperfast 1 Enhanced or Hyperfast 2 Enhanced; or
- (ii) for a Charge, if you have ordered Broadband Essential, Superfast Essential, Ultrafast 1 Essential, Ultrafast 2 Essential, Hyperfast 1 Essential or Hyperfast 2 Essential.

(b) BT will provide you with a Hybrid Connect Device.

(c) If any element of your Broadband Service, other than Hybrid Backup, fails and you have switched over to the BT 4G network, BT may contact you to resolve the Incident with your Broadband Service.

(d) If you use Hybrid Backup in breach of Paragraph 9.2.12 or if BT is unable to contact you for a period of one month from the date your Broadband Service fails in order to resolve the Incident with your Broadband Service, BT may terminate Hybrid Backup.

(e) In addition to any rights BT may have under Clause 18 of the General Terms, if you use Hybrid Connect Device in breach of Paragraphs 9.2.12 or 9.2.13 of this Schedule or Clauses 6.6 and 12.3 of the General Terms, BT may, without notice:

- (i) terminate Hybrid Backup; or
- (ii) temporarily or permanently block the BT SIM Card used with Hybrid Connect Device.

### 3.4.3 Complete Wi-Fi

(a) If you select the Complete Wi-Fi Service Option BT will:

- (i) provided you have installed a BT Business Smart Hub 2, provide you with Complete Wi-Fi from the Service Start Date;
- (ii) provide you with a Wi-Fi Disc free of charge; and
- (iii) provide you with the Complete Wi-Fi Guarantee for a period of 6 months, commencing on the Service Start Date ("the Complete Wi-Fi Guarantee Period").

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

(c) If you have carried out the above step in Paragraph 3.4.3(b) and your Wi-Fi signal strength is still poor, BT may send you up to five extra Wi-Fi Discs free of charge.

(d) If you have three or more Wi-Fi Discs at your Site, and your Wi-Fi signal strength is poor, you can either:

- (i) request a BT engineer visit your Site;
- (ii) request an extra Wi-Fi Disc to be sent to you from BT; or
- (iii) claim for compensation.

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

(f) If your Complete Wi-Fi continues to fail to provide a strong signal strength during the Complete Wi-Fi Guarantee Period, at BT's discretion, you may be entitled to claim for compensation in accordance with Paragraph 3.4.3(d)(iii). By way of compensation, BT may refund you up to a maximum of six months' previous Charges payable in respect of Complete Wi-Fi, which will appear on your next bill as a one-off credit. A claim for compensation can only be made within the Complete Wi-Fi Guarantee Period and it will be the only remedy available to you for in respect of a breach of the Complete Wif-Fi Guarantee.

(g) If you claim for compensation in accordance with Paragraphs 3.4.3(d)(iii) and 3.4.3(f), you must terminate your Complete Wi-Fi Service Option within the Complete Wi-Fi Guarantee Period. If you terminate your Complete Wi-Fi Service Option in accordance with this Paragraph 3.4.3(g), you will not be liable to pay the Termination Charges as set out in Paragraph 12.

(h) If you terminate the Complete Wi-Fi, you must return all Wi-Fi Discs to BT within 60 days of the date of Notice of termination within the pre-paid envelope provided to you. If you fail to return the Wi-Fi Discs within the 60 days, BT reserves the right to charge you a non-return fee.

(i) If you terminate your Complete Wi-Fi within the Minimum Period of Service, you will pay the Termination Charges as set out in Paragraph 12 unless you have terminated your Complete Wi-Fi Service Option in accordance with Paragraph 3.4.3(g).



## 4 Service Management Boundary

- 4.1 BT will provide and manage the Broadband Service as set out in Parts A, B and C of this Schedule and the Order, up to the BT Hub or, if you do not use a BT Hub, up to the Network Terminating Unit ("**Service Management Boundary**").
- 4.2 BT is not responsible for the Broadband Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Broadband Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT is not responsible under the Contract for providing any technical or other support to your network.
- 4.5 BT is not responsible in any way for any electronic communications services provided by any other Communications Provider and you are responsible for making applications to such providers, for compliance with their terms and for payment of any charges.

## 5 Associated Services and Third Parties

- 5.1 You will have the following services in place that will connect to the Broadband Service and are necessary for the Broadband Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
  - 1.1.1 for Hybrid Backup, sufficient 4G signal, electrical power to your Site and a BT Hub;
  - 1.1.2 unless you have ordered a fibre to the premises service ("**FTTP**") as part of the Superfast Essential, Superfast Enhanced, Ultrafast 1 Essential, Ultrafast 1 Enhanced, Ultrafast 2 Essential, Ultrafast 2 Enhanced, Hyperfast 1 Essential, Hyperfast 1 Enhanced, Hyperfast 2 Essential or Hyperfast 2 Enhanced, a BT enabled Access Line ("**Enabling Service**"); and
  - 1.1.3 a Compatible Hub if you choose to use your own Customer Equipment to connect to the Broadband Service in accordance with Paragraph 3.2.2.
- 5.2 The BT enabled Access Line may be provided by BT (under a separate contract) or by another Communications Provider and you will need to be the account holder, or have written authority from the account holder, to use the Access Line for the Broadband Service.
- 5.3 If the Broadband Service is being provided over a BT enabled Access Line (whether provided by BT or another Communications Provider) and you terminate the Access Line, BT will terminate your Broadband Service and this Contract and you will pay a cease Charge as set out in Paragraph 11.6. If this occurs during the Fixed Commitment Period, you will pay, in addition to the cease Charge, BT Termination Charges as set out in Paragraph 12.
- 5.4 If BT provides you with any services other than the Broadband 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.
- 5.5 BT will not be liable for failure to, or delay in, supplying the Broadband 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 Equipment

- 6.1 In relation to BT Equipment and Loaned Equipment, and until title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, you will:
  - 6.1.1 keep the BT Equipment, Loaned Equipment and Purchased Equipment safe and without risk to health;
  - 6.1.2 only use the BT Equipment, Loaned Equipment and Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
  - 6.1.3 not move the BT Equipment, Loaned Equipment or Purchased Equipment or any part of it from the Site(s) without BT's written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
  - 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment, Loaned Equipment or Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment, Loaned Equipment or Purchased Equipment;
  - 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment, Loaned Equipment or Purchased Equipment or any part of it;



- 6.1.6 not allow any lien, encumbrance or security interest over the BT Equipment, Loaned Equipment or Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment, Loaned Equipment or Purchased Equipment or otherwise;
  - 6.1.7 not claim to be owner of the BT Equipment, Loaned Equipment and Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, Loaned Equipment or Purchased Equipment, even where the BT Equipment, Loaned Equipment or Purchased Equipment is fixed to the Site(s);
  - 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment, Loaned Equipment and Purchased Equipment;
  - 6.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the BT Equipment, Loaned Equipment or Purchased Equipment or where the BT Equipment, Loaned Equipment or Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment, Loaned Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT; and
  - 6.1.10 where there is a threatened seizure of the BT Equipment, Loaned Equipment and Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment, Loaned Equipment and Purchased Equipment.
- 6.2 BT Equipment and Loaned Equipment**
- 6.2.1 Excluding any Software provided as part of any BT Equipment and Loaned Equipment, all BT Equipment and Loaned Equipment will remain BT's property at all times and risk in BT Equipment and Loaned Equipment will pass to you upon delivery, whether or not the BT Equipment and Loaned Equipment has been installed.
  - 6.2.2 Any Loaned Equipment provided to you as part of the Broadband Service is provided for use with the Broadband Service only and in accordance with the terms of this Contract and BT's instructions.
  - 6.2.3 BT may replace any Loaned Equipment from time to time and you will inform BT if you do not wish to receive any replacement Loaned Equipment.
  - 6.2.4 On termination or expiry of the Broadband Service, for whatever reason, you will return the Loaned Equipment to BT within 60 days.
  - 6.2.5 If you fail to return the Loaned Equipment to BT in accordance with Paragraph 6.2.4, you will incur a non-return fee as set out in Part 16 of Section 15 of the BT Price List ("**Non-Return Fee**").
  - 6.2.6 Payment of the Non-Return Fee does not transfer ownership or title in the Loaned Equipment to you and you still must return the Loaned Equipment to BT.
  - 6.2.7 If the Loaned Equipment is returned to BT within two years of you being charged the Non-Return Fee, BT will credit to your account an amount corresponding to the condition of the Loaned Equipment allowing for reasonable wear and tear.
- 6.3 Purchased Equipment**
- 6.3.1 **Delivery and Installation of Purchased Equipment**

You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
  - 6.3.2 **Transfer of Title and Risk**
    - (a) Where the Purchased Equipment is delivered to a Site:
      - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
      - (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
      - (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.
  - 6.3.3 **Acceptance of Purchased Equipment**
    - (a) The Purchased Equipment is accepted:
      - (i) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
      - (ii) if BT installs the Purchased Equipment, on the Service Start Date.
    - (b) Unless you have relied on BT's written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.





### 6.3.4 Warranty

- (a) In respect of the BT Hub, any time after the Service Start Date or in respect of the Hybrid Connect Device, during the period of 24 months from the Service Start Date, (or any other period that BT advises you of), if you report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
- (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
  - (ii) the Purchased Equipment has been modified without BT's written consent;
  - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
  - (iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
  - (v) the Incident is due to fair wear and tear.
- (b) If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 6.3.4(a).

6.3.5 Where the Incident relates to a BT Hub, you will return the BT Hub to BT within 14 days of receiving the pre-paid postage package. If BT does not receive it within that time, BT may charge you for any replacement BT Hub, postal Charges for both initial despatch and the prepaid return package and a reasonable administration Charge.

6.3.6 Where BT replaces a faulty BT Hub in accordance with Paragraph 6.3.5, BT will use reasonable endeavours to deliver the replacement BT Hub within five Business Days from the day you order the replacement BT Hub.

6.3.7 BT does not warrant that the Broadband Service or Software supplied under the Contract will:

- (a) be free of all Incidents or that its use is uninterrupted, but BT will remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time; and
- (b) operate in combination with your content or applications, or with any other software, hardware, systems or data.

### 6.4 Security

6.4.1 You will ensure the proper use of any usernames, personal identification numbers and passwords used with the Broadband Service, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.

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

### 6.5 WEEE Directive

6.5.1 You will comply with 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**").

6.5.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.5 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

6.5.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

## 7 Specific Terms

### 7.1 Changes to the Contract

7.1.1 BT may amend this Schedule, the General Terms or the Charges (or any of them) at any time by either:

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

7.1.2 In the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.



- 7.1.3 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected Service in accordance with Clause 17 of the General Terms within:
- (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 7.1.1 (a); or
  - (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 7.1.1 (b).

### 7.2 Annual Price Increase

- 7.2.1 BT reserves the right to include an annual increase to Recurring Charges (rounded up to the nearest whole pence) by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus ii) 3.9% ("**Annual Price Increase**").
- 7.2.2 If applicable the Annual Price Increase will take effect on bills dated on or after 1st April of each year beginning on 1<sup>st</sup> April 2022. If the CPI figure is negative in the relevant year, BT will only increase Recurring Charges by 3.9%. The change to Recurring Charges as a result of the Annual Price Increase will not cause you material detriment and will not give you the right to terminate the Contract without paying Termination Charges.
- 7.2.3 The products and services to be included in an Annual Price Increase are set out online at the following link: [BT Price List](#).

### 7.3 Termination for Convenience

- 7.3.1 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 Broadband Service or any Order by giving 30 days' Notice to the other.
- 7.3.2 If you terminate the Broadband Service in accordance with Paragraph 7.3.1 and you have Hybrid Backup or Complete Wi-Fi provided as a Service Option, the Broadband Service, the Hybrid Backup or the Complete Wi-Fi will terminate on expiry of the Notice set out in Paragraph 7.3.1.

### 7.4 Fixed Commitment Period

- 7.4.1 At the end of the Fixed Commitment Period, unless one of us has given Notice to the other of an intention to terminate the Broadband Service in accordance with the Contract, BT will continue to provide the Broadband Service and each of us will continue to perform our obligations in accordance with the Contract.
- 7.4.2 If either of us gives Notice to the other of an intention to terminate the Broadband Service, BT will cease delivering the Broadband Service at the time of 23:59 on the last day of the Fixed Commitment Period or subsequent Renewal Period.

### 7.5 Minimum Guaranteed Download Speed

- 7.5.1 This Paragraph 7.5 will not apply if the speed you experience when you are using Hybrid Backup is below the Minimum Guaranteed Download Speed.
- 7.5.2 When BT receives your Order, and before the Service Start Date, BT will provide you with:
- (a) an estimate of your normally available upload and download speed ranges for each of your Access Lines;
  - (b) the Minimum Guaranteed Download Speed that you may expect for each of your Access Lines; and
  - (c) an explanation of the factors that may affect your upload speed range, download speed range and Minimum Guaranteed Download Speed which is found at [www.bt.com/mybroadbandspeed](http://www.bt.com/mybroadbandspeed).
- 7.5.3 If, after 10 days following your Service Start Date, the line speed for a particular Access Line is regularly at or below the Minimum Guaranteed Download Speed, you may report an Incident to the Service Desk in accordance with Paragraph 10 and BT will try to resolve the Incident.
- 7.5.4 If:
- (a) your Access Line speed is continuously or intermittently below the Minimum Guaranteed Download Speed for three consecutive days after reporting the Incident to BT in accordance with Paragraph 7.5.3; and
  - (b) BT is unable to resolve the Incident within 30 days from when you first reported the Incident to BT in accordance with Paragraph 7.5.3,
- you may terminate the Broadband Service and any Dependent Product associated with that particular Access Line with immediate effect any time from the end of the 30 day period from when you first reported the Incident to BT in accordance with Paragraph 7.4.3.





- 7.5.5 If you exercise your right to terminate your Broadband Service and any Dependent Product in accordance with Paragraph 7.4.4:
- (a) you will not be liable to pay any of the Charges set out in Paragraph 11.6 and Paragraph 12 (other than the Charges set out in Paragraph 12.1.1);
  - (b) BT may request you return the BT Hub to BT using the pre-paid postage package that BT provides to you; and
  - (c) any Value Added Services that BT provides to you and that are dependent on the Broadband Service you have terminated will also terminate.

### 7.6 Installation of the Broadband Service

7.6.1 Where you install the Broadband Service, BT will:

- (a) send the BT Hub to you for your installation; and
- (b) advise you when the Broadband Service is activated.

7.6.2 Where you install the BT Hub, you will promptly install the BT Hub in accordance with any instructions BT provides and any delay in installing the BT Hub will result in BT being unable to provide you with the Broadband Service.

7.6.3 Where you have ordered FTTP as part of Superfast Essential, Superfast Enhanced, Ultrafast 1 Essential, Ultrafast 1 Enhanced, Ultrafast 2 Essential, Ultrafast 2 Enhanced, Hyperfast 1 Essential, Hyperfast 1 Enhanced, Hyperfast 2 Essential or Hyperfast 2 Enhanced:

- (a) BT will make up to two appointments with you for installation and configuration of the Broadband Service at the Site;
- (b) appointments will be during Business Days at a time agreed between both of us;
- (c) you will provide BT with access at the times that we both agree for the appointment(s);
- (d) before the appointment date BT will despatch any equipment to you that BT needs for connecting to the Broadband Service as part of BT's installation activities;
- (e) in order to provide the Broadband Service to you, BT may be required to request a permit under the Traffic Management Act 2004 ("**TMA**"). If you miss or change an appointment date(s) and BT is unable to complete provision of the Broadband Service within the period of the TMA permit, you will pay BT for any additional TMA permit charges;
- (f) depending on the BT Business Broadband Package you chose, BT will:
  - (i) connect BT Equipment to your master telephone socket;
  - (ii) install BT Equipment both to the outside of your Site and within the Site, if BT considers it necessary;
  - (iii) install the BT Hub;
  - (iv) connect one computer to the Broadband Service. Your computer will:
    - i. have a Microsoft Windows or Apple Mac operating system;
    - ii. be fully operational and virus free at the time of the BT engineer's visit; and
    - iii. be located within close proximity to your Network Terminating Unit and power outlet for the Broadband Service;
- (g) BT recommends that, before the BT engineer's visit to the Site, you back up any data stored on your computer. BT will not be liable for any data lost during installation; and
- (h) if you do not wish BT to connect your computer to the Broadband Service as set out in Paragraph 7.6.3(f)(iv), BT's engineer will connect the Broadband Service to a BT laptop to prove the Broadband Service is working.

### 7.7 Access to Emergency Services

The Broadband Service does not provide the ability for Users to call the emergency services by dialling "999" or "112" and BT recommends that you make alternative arrangements to cover this, including maintaining a fixed telephone number.

### 7.8 Content

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

- (a) the use of Content is at your own risk;
- (b) the Content may change from time to time;
- (c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
- (d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (e) BT will not guarantee the accuracy or completeness of the Content;
- (f) some of the Content will have its own terms which may be displayed online or elsewhere. You will comply with any applicable terms when accessing Content; and



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

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

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

### 7.9 Provider Independent Resources

7.9.1 If you require Provider Independent Resources (PIR) with the Broadband Service:

- (a) you will respond to any information requests from BT in order for BT to keep registration records up-to-date;
- (b) you will ensure that up-to-date registration data is provided to BT and you agree that some or all of this registration data is published in the applicable Regional Internet Registry's database;
- (c) you will not assign any of the PIR to a third party;
- (d) you will pay any registration fees to BT that apply for the PIR;
- (e) if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to the applicable Regional Internet Registry;
- (f) your use of PIR is subject to the applicable Regional Internet Registry's policies; and
- (g) if you do not follow any of the relevant Regional Internet Registry's policies the PIR will return to the applicable Regional Internet Registry and BT may terminate the Contract in accordance with Clause 18 of the General Terms.

### 7.10 Dispute Resolution

BT will try to resolve any complaint or dispute that you may have with BT in accordance with the procedure set out in Clause 24 of the General Terms. If the matter is not resolved through that procedure, you may refer it to adjudication, where appropriate, in accordance with the details set out in BT's customer complaints code set out at <http://www.bt.com/complaintscode>, copies of which are available on request.

### 7.11 Re-grade of Service Options

If you wish to change your BT Business Broadband Package:

7.11.1 your existing contract for your Broadband Service will terminate (provided that you will still be liable for all outstanding Charges due under your existing contract) and you will sign a new contract for your new BT Business Broadband Package;

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

7.11.3 you may experience interruption to your Broadband Service.

### 7.12 IP Addresses and Domain Names

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

7.12.2 All of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the Broadband Service.

7.12.3 BT cannot ensure that any requested Domain Name is available from or approved for use by the applicable Regional Internet Registry and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.

7.12.4 You warrant that you are the owner of, or are authorised by the owner of, the trademark or name that you wish to use as a Domain Name.

7.12.5 You will pay all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Internet Registration Authority, and thereafter pay such fees directly to the applicable Internet Registration Authority.

7.12.6 You will not own any telephone number related to the Broadband Service and, apart from your right to number portability where you change communications provider, all your rights to use telephone numbers will cease on termination or expiration of the Broadband Service.



## Part B – Service Delivery and Management

### 8 BT's Obligations

#### 8.1 Service Delivery

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

- 8.1.1 will provide you with contact and access details for the Service Desk;
- 8.1.2 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;
- 8.1.3 will complete a line test, survey or both to verify that BT can provide the Broadband Service to you at a Site and, if a survey identifies that additional engineering work is required in order to provide the Broadband Service to the Sites, BT may provide a new quote to you detailing the additional Charges that you will need to pay for the engineering work to be completed, as set out in Section 45 of the BT Price List. If:
  - (a) you accept the new quote, BT will cancel the existing Order to the affected Sites and will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
  - (b) you do not accept the new quote, BT will cancel your existing Order for the provision of Broadband Service to the affected Sites and the Contract for the Broadband Service will be cancelled without liability to either of us; or
  - (c) a survey identifies that BT is unable to provide the Broadband Service to you, BT will notify you as soon as possible and the Contract for the Broadband Service will be cancelled immediately without liability to either of us;
- 8.1.4 if you request a change to the Broadband Service or any part of the Broadband Service, including, without limitation, any Purchased Equipment or any IP Address location, may change the Customer Committed Date to accommodate that change;
- 8.1.5 may expedite delivery of the Broadband Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date;
- 8.1.6 dispatch any Purchased Equipment for delivery to the applicable Site as set out in the Order; and
- 8.1.7 if agreed between both of us as set out in the Order, install any Purchased Equipment at the applicable Sites, in which case BT will test Purchased Equipment to ensure that it is ready for use.

#### 8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Broadband Service;
- 8.2.2 conduct a series of standard tests on the Broadband Service to ensure that it is configured correctly;
- 8.2.3 connect the Broadband Service to each Enabling Service; and
- 8.2.4 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you the Service Start Date.

#### 8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 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 you report an Incident on the BT Network;
- 8.3.2 may carry out Maintenance and will endeavour to inform you at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required;
- 8.3.3 may, in the event of a security breach affecting the Broadband Service, require you to change any or all of your passwords. BT does not guarantee the security of the Broadband Service against unauthorised or unlawful access or use;
- 8.3.4 may, for operational reasons, including the provision of Broadband Service enhancements or Software upgrades:
  - (a) change any codes or numbers given to you, the performance or functionality of the Broadband Service, or the way BT provides the Broadband Service, provided that any change to the Broadband Service or the way BT provides the Broadband Service will not affect the performance or functionality of the Broadband Service to your material detriment; or



- (b) interrupt or suspend the Broadband Service. If this happens BT will restore the Broadband Service as quickly as possible;
  - 8.3.5 may take action to manage network performance during periods where there is high demand. Such actions may include line speed reductions and application and protocol management. Information relating to typical traffic management practices undertaken by BT is set out at [www.bt.com/trafficmanagement](http://www.bt.com/trafficmanagement);
  - 8.3.6 if BT becomes aware of or are made aware of a malicious domain, BT may take steps in the BT Network to block access to that domain to protect you from possible criminal threats associated with that domain; and
  - 8.3.7 BT does not guarantee that BT will be able to block all malicious domains.
- 8.4 **The End of the Broadband Service**
- On termination of the Broadband Service by either one of us, or expiry, BT:
- 8.4.1 will provide configuration information relating to the Broadband Service provided at the Sites in a format that BT reasonably specifies;
  - 8.4.2 may disconnect and remove any BT Equipment and Loaned Equipment located at the Sites; and
  - 8.4.3 may delete any Content stored on the Broadband Service.

## 9 Your Obligations

### 9.1 Service Delivery

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

- 9.1.1 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Broadband Service;
- 9.1.2 in jurisdictions where an employer is legally required to make a disclosure to its employees or Users:
  - (a) inform your Users that as part of the Broadband Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees or Users; and
  - (b) ensure that your employees and Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of the Broadband Service by BT;
- 9.1.3 ensure that the LAN protocols and applications you use is compatible with the Broadband Service;
- 9.1.4 except in accordance with Paragraph 2.3, the Broadband Service and Software is provided solely for your own use and you will not resell or attempt to resell either (or any part or facility of it) to anyone else;
- 9.1.5 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site;
- 9.1.6 prepare and maintain the Site for the installation of BT Equipment, Loaned Equipment and Purchased Equipment and supply of the Broadband Service, including, without limitation:
  - (a) provide a suitable and safe operational environment for any BT Equipment, Loaned Equipment or Purchased 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, Loaned Equipment and/or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
  - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance services;
  - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the Broadband Service and BT Equipment, Loaned Equipment or Purchased Equipment at such points and with such connections as BT specifies. In order to mitigate any Broadband 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, Loaned Equipment and any Customer Equipment, as appropriate;
- 9.1.7 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2:



- (a) keep the Purchased Equipment safe and without risk to health;
- (b) only use the Purchased Equipment, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
- (c) not move the Purchased Equipment or any part of it from the Site;
- (d) not make any alterations or attachments to the Purchased Equipment without BT's prior written consent. If BT gives consent, any alterations or attachments will become part of the Purchased Equipment;
- (e) not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
- (f) not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
- (g) not claim to be owner of the Purchased Equipment and ensure that the owner of the Site will not claim ownership of the Purchased Equipment, even if the Purchased Equipment is fixed to the Site;
- (h) obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
- (i) in addition to any other rights that BT may have, reimburse BT for losses, costs or liabilities arising from your use or miss-use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost, except where the loss or damage to Purchased Equipment is a result of fair wear and tear or caused by BT. You will keep BT informed of anything which may affect BT's rights, or involve BT in any proceedings, loss or liability;
- (j) ensure that the Purchased Equipment appears in BT's name in your accounting books; and
- (k) where there is a threatened seizure of the Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Purchased Equipment; and
- (l) notify any interested third parties that BT owns the Purchased Equipment.

9.1.8 during activation of the Broadband Service, you may experience a temporary loss in your telephone service;

9.1.9 ensure that you implement adequate internal security policies to stop unlawful access to or use of BT Wi-fi Access;

9.1.10 in respect of Hybrid Backup:

- (a) you will install the BT Business Smart Hub 2 in accordance with any instructions BT provides; and
- (b) you will connect the Hybrid Connect Device to the BT Business Smart Hub 2 in accordance with any instructions BT provides; and

9.1.11 in respect of Complete Wi-Fi:

- (a) you will install the BT Business Smart Hub 2 in accordance with any instructions BT provides; and
- (b) you will connect the Wi-Fi Discs to the BT Business Smart Hub 2 in accordance with any instructions BT provides.

## 9.2 Service Operation

On and from the Service Start Date, you will:

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

9.2.2 ensure that any Customer Equipment that is connected to the Broadband Service or that you use, directly or indirectly, in relation to the Broadband Service is:

- (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
- (b) adequately protected against viruses and other breaches of security;
- (c) technically compatible with the Broadband Service and will not harm or damage BT Equipment, Loaned Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
- (d) approved and used in accordance with relevant instructions and Applicable Law;

9.2.3 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;

9.2.4 connect equipment to the Broadband Service only by using the Network Terminating Equipment at the Sites;

9.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Broadband Service;



- 9.2.6 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 9.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Broadband Service and:
  - (a) inform BT immediately if a user 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;
  - (b) take all reasonable steps to prevent unauthorised access to the Broadband Service; and
  - (c) satisfy BT's security checks if a password is lost or forgotten;
- 9.2.8 if BT requests you to do so in order to ensure the security or integrity of the Broadband Service, change any or all passwords or other systems administration information used in connection with the Broadband Service;
- 9.2.9 not use the Broadband Service to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive and will not be used in any way BT considers to be or likely to be detrimental to the provision of the Broadband Service to you or service to any of BT's other customers;
- 9.2.10 access the Broadband Service in the way permitted by BT;
- 9.2.11 not attempt to circumvent any security measures in the Broadband Service;
- 9.2.12 only use Hybrid Backup if your Broadband Service fails or in the period before BT confirms to you that your Broadband Service is ready for use;
- 9.2.13 only use the BT Sim Card with the Hybrid Connect Device;
- 9.2.14 only use the Hybrid Connect Device with the BT SIM card provided; and
- 9.2.15 use only a single Cloud Voice Express Licence with one Fibre Enhanced.

### 9.3 The End of the Service

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

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

## 10 Notification of Incidents

- 10.1 Where you become aware of an Incident:
  - 10.1.1 you will report it to the Service Desk;
  - 10.1.2 BT will give you a unique reference number for the Incident ("**Ticket**");
  - 10.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
    - (a) you confirm that the Incident is cleared within 24 hours of being informed; or
    - (b) BT has attempted unsuccessfully to contact you in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you; and
  - 10.1.4 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.
- 10.2 Where BT becomes aware of an Incident, Paragraph 10.1.2, 10.1.3 and 10.1.4 will apply.

## 11 Invoicing

- 11.1 BT will invoice you for the Charges for the Broadband Service as set out in Paragraph 11.2 in the amounts and currency specified in any Orders.
- 11.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
  - 11.2.1 Installation Charges, on or after the Service Start Date (or monthly/quarterly in arrears (depending on your billing frequency) prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);





- 11.2.2 Recurring Charges, monthly/quarterly in advance (depending on your billing frequency). For any period where Broadband Service is provided for less than one month, the Recurring Charges are calculated on a daily basis;
  - 11.2.3 any Charges for any Purchased Equipment from the Service Start Date, and those Charges which will apply from the date you take delivery or possession of that Purchased Equipment;
  - 11.2.4 De-installation Charges within 60 days of de-installation of the Broadband Service; and
  - 11.2.5 any Termination Charges incurred in accordance with Paragraph 12 upon termination of the relevant Broadband Service.
- 11.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- 11.3.1 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;
  - 11.3.2 Charges for commissioning the Broadband Service as set out in Paragraph 8.2 outside of Business Hours;
  - 11.3.3 Charges for restoring Broadband Service if the Broadband Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
  - 11.3.4 Charges for cancelling the Broadband Service in accordance with Clause 16 of the General Terms;
  - 11.3.5 Charges for expediting provision of the Broadband Service at your request after you have been informed of the Customer Committed Date; and
  - 11.3.6 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us, such as but not limited to:
    - (a) Charges for providing paper invoices as set out in Section 15, Part 12 of the BT Price List;
    - (b) late payment Charges as set out in Section 15, Part 12 of the BT Price List;
    - (c) dishonoured payments as set out in Section 15, Part 12 of the BT Price List;
    - (d) fault attendance Charges as set out in Section 52, Part 6 of the BT Price List;
    - (e) payment processing fees as set out in Section 15, Part 12 of the BT Price List; and
    - (f) re-grade Charges where you re-grade from one Service Option to another Service Option as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.
- 11.4 **Abortive Visit Charge**
- BT may raise an abortive visit Charge as set out in Section 15, Part 8 of the BT Price List in the following circumstances:
- 11.4.1 if BT attends an incorrect Site address provided by you;
  - 11.4.2 if BT arrives to carry out the installation at the Site address provided by you, and either:
    - (a) you no longer want the installation completed; or
    - (b) you, having previously chosen to be present at the time of installation, are not present;
  - 11.4.3 if BT is refused entry at the Site, or no access may be gained at the appointed time agreed between you and BT;
  - 11.4.4 if BT is delayed in BT's installation activities because you fail to make equipment that BT has despatched to you for installation purposes available to BT on arrival at the Site;
  - 11.4.5 if BT finds that the location or environment provided by you for the BT Equipment, Loaned Equipment or Customer Equipment is not suitable or that work needs to be carried out before the installation may take place at that location and/or environment; or
  - 11.4.6 if you provide BT with less than 24 hours' notice of an amendment to, or cancellation of, BT's appointment or Order.
- 11.5 **Cancellation Charges**
- The cancellation Charges referred to in Clause 16 of the General Terms will be as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.
- 11.6 **Ceasing Broadband Service**
- Unless BT agrees otherwise, if you terminate the Broadband Service after the Service Start Date and regardless of whether you are in the Fixed Commitment Period or any Renewal Period, you will pay a cease Charge as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.
- 11.7 **Pricing packages or schemes**
- 11.7.1 Where BT has agreed that the Broadband Service may be included within one of BT's standard pricing packages or schemes, you agree that during the period that the Broadband Service is included in the pricing package or scheme, the Charges specified in this Schedule may be amended by the terms of the pricing package or scheme.



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

### 12 Charges at the End of the Contract

- 12.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Broadband Service for convenience, you will pay BT:
- 12.1.1 all outstanding Charges for the Broadband Service;
  - 12.1.2 De-installation Charges (if applicable);
  - 12.1.3 Non-Return Fee (if applicable);
  - 12.1.4 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
  - 12.1.5 any other Charges set out in the Order;
  - 12.1.6 all committed costs to a supplier incurred by BT as a result of your commitment to BT under the Contract, which BT cannot reasonably mitigate; and
  - 12.1.7 if your Fixed Commitment Period is less than 24 months, a Recurring Charge for Hybrid Backup for all remaining months of the 24 month period starting from the date when BT first provided you with Hybrid Backup.
- 12.2 In addition to the Charges set out at Paragraph 12.1 above, if you terminate your Broadband Service during the Fixed Commitment Period, you will pay BT:
- (a) 100% of the Recurring Charge for the Broadband Service for all remaining months of the Fixed Commitment Period as set out in your Order from the date you first use the Broadband Service excluding the Hybrid Backup; and
  - (b) any waived Installation Charges.
- 12.3 If you terminate the affected Broadband Service in accordance with Paragraph 7.5.4, the Charges set out in Paragraphs 11.6, 12 (other than the Charges set out in Paragraph 12.1.1) will not apply.



## Part C – Service Care Levels and Customer Service Compensation Scheme

### 13 Service Care Levels

13.1 BT will repair a Qualifying Incident in accordance with the Service Care Level you have chosen below and as set out in the Order:

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

13.2 You may request to upgrade or downgrade your Service Care Level subject to BT confirming you are able to do so.

13.3 BT Wi-fi Access, Guest Wi-Fi, Hybrid Backup and Complete Wi-Fi are not covered by the Service Care Levels.

### 14 Application of the Compensation Scheme

The Compensation Scheme applies to all BT Business Broadband Packages (excluding BTNet). Further details and how to claim can be found here: <https://business.bt.com/compensation-scheme/>

### 15 Exceptions

15.1 Compensation will not be payable:

- 15.1.1 in the event that Clause 8 of the General Terms applies;
- 15.1.2 during any trial period of the Broadband Service;
- 15.1.3 when you are using Hybrid Backup;
- 15.1.4 if BT asks for access to the Site and you do not allow this (including where you fail to accept an appointment time for an engineering visit BT allocates for you within the timescales for repair, as determined by the Service Care Level you have chosen);
- 15.1.5 if, following remote diagnostics, BT sends out a replacement BT Hub within the timescales for repair as set out in Paragraph 6.3.6 and you are not available to accept delivery of the BT Hub;
- 15.1.6 if BT is unable to contact you despite reasonable attempts;
- 15.1.7 if you cancel the Ticket before BT has rectified any Service Failure;
- 15.1.8 if you have your Access Line with any Communications Provider other than BT and the Service Failure is as a result of a failure of service on the Access Line you have with that other Communications Provider;
- 15.1.9 if you report an Incident and BT cannot confirm that an Incident exists after performing tests;
- 15.1.10 if you asked BT to test the Broadband Service at a time when no Incident has been detected and/or reported; or
- 15.1.11 if the Service Failure is as a result of:
  - (a) a loss of service of another service provided by BT and you have requested service credits under the contract for that service;
  - (b) the Broadband Service being modified or altered in any way by you, or BT in accordance with your instructions; or
  - (c) Planned Maintenance.



## Part D – Defined Terms

### 16 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):

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

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

**“Annual Price Increase”** has the meaning given to it in Paragraph 7.2.1.

**“Broadband Enhanced”** is a broadband Service Option, with further details as set out in your Order.

**“Broadband Essential”** is a broadband Service Option, with further details set out in your Order.

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

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

**“BT Business Broadband Packages”** has the meaning given in Paragraph 3.1.

**“BT Business Smart Hub 2”** means a router supplied by BT to provide Hybrid Backup and Complete Wi-Fi.

**“BT Hub”** means a router supplied by BT that is compatible with the Broadband Service.

**“BT Site”** means each physical location of the radio access points offering BT Wi-fi Access to you.

**“BT Wi-fi Access”** has the meaning given to it in Paragraph 2.2.1.

**“BT Wi-fi Web Page”** means [www.btwifi.com](http://www.btwifi.com) or such other URL as BT may advise from time to time.

**“BT Wi-fi Partner”** means a third party that owns or controls a site which has BT’s public Wi-fi service installed on it. These third party sites (or **“hotspots”**) are listed on the BT Wi-fi Web Page.

**“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 Broadband Service.

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

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

**“Compatible Hub”** means a non BT hub that BT confirms is compatible with, and connects to, the Broadband Service and is Customer Equipment for the purposes of this Schedule.

**“Complete Wi-Fi”** means a service that creates a single seamless network and boosts the Wi-Fi signal from the BT Business Smart Hub 2 throughout your Site.

**“Complete Wi-Fi Guarantee”** means the guarantee described in Paragraph 3.4.3.

**“Complete Wi-Fi Guarantee Period”** has the meaning set out in Paragraph 3.4.3(a)(iii).

**“Content”** means applications, data, information (including emails), video, graphics, sound, music, audio visual media, photographs, software or any other material.

**“Critical Care”** has the meaning given in Paragraph 13.

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

**“Customer Service Compensation Scheme”** or **“Compensation Scheme”** means the compensation scheme set out in Section 49, Part A of the BT Price List.

**“Dependent Product”** means a BT product or service that is wholly dependent on using an Access Line provided through your Broadband Service.

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

**“Domain Name”** means a readable name on an Internet page that is linked to a numeric IP Address.

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

**“Fibre Enhanced”** is a broadband Service Option, with further details set out in your Order.

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

**“Guest Wi-Fi”** has the meaning given to it in Paragraph 2.3.1.

**“Guest Wi-Fi Users”** means any person that you allow to use Guest-Wi-fi.

**“Hybrid Backup”** means a resilient service that in the event any element of your Broadband Service fails (other than Hybrid connect), will enable you to automatically connect to the BT 4G network.

**“Hybrid Connect Device”** means a device that is plugged into your BT Business Smart Hub 2 and that will provide you with Hybrid Backup.

**“Hyperfast 1 Enhanced”** means the broadband Service Option, with further details set out in your Order.

**“Hyperfast 1 Essential”** means the broadband Service Option, with further details set out in your Order.

**“Hyperfast 2 Enhanced”** means the broadband Service Option, with further details set out in your Order.



**"Hyperfast 2 Essential"** means the broadband Service Option, with further details set out in your Order.

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

**"Installation Charges"** means those Charges set out in the Order in relation to installation of the Broadband 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.

**"Internet Registration Authority"** means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

**"IP Address"** means a unique number on the Internet of a network card or controller that identifies a Device and is visible by all other Devices on the Internet.

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

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

**"Minimum Guaranteed Download Speed"** means the minimum guaranteed download speed for a particular Access Line provided to you when you order the Broadband Service as further described at [www.bt.com/mybroadbandspeed](http://www.bt.com/mybroadbandspeed).

**"Network Terminating Equipment"** means the BT Equipment used to provide the Broadband Service, either at the point of connection between the BT Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit.

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

**"Non-Return Fee"** has the meaning given to it in Paragraph 6.2.4.

**"Openreach"** means Openreach Limited, company number 10690039, which is a wholly-owned subsidiary of British Telecommunications plc that manages BT's local access network that connects customers to their local telephone exchange.

**"Order"** means the email confirmation that BT sends to you when order your Broadband Service or any other document that BT gives to you when you order the Broadband Service.

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

**"Prompt Care"** has the meaning given in Paragraph 13.

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

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

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

**"Service Care Level"** means the repair options set out in Paragraph 13.

**"Service Desk"** means the helpdesk (which may be an online portal) that you are able to contact to submit service requests, report Incidents and ask questions about the Broadband Service.

**"Service Failure"** means the total loss of Internet access due to a fault in any part of BT's broadband network up to and including the main telephone socket in your property or up to and including the BT Hub if provided by BT.

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

**"Service Options"** has the meaning given in Paragraph 3.

**"Service Start Date"** means the date BT first makes the Broadband Service or Hybrid Backup available to you, whichever is earlier.

**"Sim Card"** means a card that is inserted into a device (such as a cell phone) and that is used to identify a subscriber on a communications network and to store data such as phone numbers or contact information.

**"Site"** means a location at which the Broadband Service is provided.

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

**"Superfast Enhanced"** means the broadband Service Option, with further details set out in your Order.



“**Superfast Essential**” means the broadband Service Option, with further details set out in your Order.

“**Ticket**” has the meaning given in Paragraph 10.1 and may also be known as a “**fault reference number**”.

“**TMA**” has the meaning given in Paragraph 7.6.3.

“**Ultrafast 1 Enhanced**” means the broadband Service Option, with further details set out in your Order.

“**Ultrafast 1 Essential**” means the broadband Service Option, with further details set out in your Order.

“**Ultrafast 2 Enhanced**” means the broadband Service Option, with further details set out in your Order.

“**Ultrafast 2 Essential**” means the broadband Service Option, with further details set out in your Order.

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

“**Value Added Services**” means the value added services that BT has agreed to provide to you and which are governed by their own separate terms which are contained in an Annex to this Schedule found at [www.bt.com/terms](http://www.bt.com/terms).

“**WEEE**” has the meaning given in Paragraph 6.5.

“**WEEE Directive**” has the meaning given in Paragraph 6.5.

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