



# BT Broadband One for Business Customers Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

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

## Part A – The 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 "**Service**").

### 2 Standard Service Components

BT will provide you with an End User Access in accordance with the details set out in any applicable Order ("**Standard Service Component**"). Further details of End User Access options are set out in this Schedule and the Product Handbook.

### 3 Service Options

BT will make available service options as set out below and further described in this Schedule and the Product Handbook ("**Service Options**"):

- 3.1 Purchased Equipment;
- 3.2 Broadband One Access Line;
- 3.3 Service Installation Options; and
- 3.4 Special Faults Investigation & Superfast Visit Assure.

### 4 Service Management Boundary

- 4.1 BT will provide and manage the Service as set out in Parts A, B and C of this Schedule and as set out in the Order up to the NTU ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT do not make any representations, whether express or implied, about whether the Service will operate in combination with any non-BT provided Customer Equipment or other equipment or software.

### 5 Associated Services, Third Parties and Withdrawal of Copper Wiring Access Lines

- 5.1 You will have the following services in place that will connect to the Service and are necessary for the Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
  - (a) an Access Line (unless you have ordered a fibre to the premises or single order service); and
  - (b) Customer Equipment to connect to the Service.
- 5.2 The Access Line(s) may be provided as a Service Option ("**Broadband One Access Line**"), or under a separate contract with BT, or by another Communications Provider.
- 5.3 Where your Access Line is provided on copper wiring (whether it is provided by BT or another Communications Provider) it is important to note there may be limitations imposed by Openreach on changes to an End User Access once an exchange moves to a 'stop sell' of Access Lines provided on copper wiring. This includes, but is not limited to, changes to product line speed, End User Access type and care level.
- 5.4 Where your Access Line is provided on copper wiring (whether it is provided by BT or another Communications Provider) it is important to note that when copper wiring is withdrawn from service by Openreach, and if you want access to continue, then you will need to migrate your copper wiring Access Line to a fibre optic Access Line.



- 5.5 Where you have opted for BT to provide your Broadband One Access Line (using copper wiring), then we will aim to write to you at least six months before the withdrawal of your copper wiring Access Line advising you what you need to do to migrate your copper wiring Access Line to a fibre optic Access Line, if you want access to continue. We will also tell you about any other changes, including any changes in the Charges and Term.
- 5.6 If you decide not to migrate your copper wiring Access Line to a fibre optic Access Line as notified by BT, then this Service (and your copper wiring Access Line if provided by BT) will no longer be available, and BT will be entitled to cease this Service (and your BT provided copper wiring Access Line) without further notice and standard Charges will apply.
- 5.7 If you select a Broadband One Access Line it will be provided without call origination enabled. If you require call origination you may request Carrier Pre-Selection or select a BT calls service.
- 5.8 If BT provide 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.
- 5.9 If BT appoint an agent for the purposes of the Contract, and notify you, then you will deal with the appointed agent for such purposes until BT notify you that the appointment has been terminated.
- 5.10 BT will not be liable for failure to supply or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to us and no alternative service is available at a reasonable cost.

### 6 Equipment

- 6.1 In relation to BT 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 and Purchased Equipment safe and without risk to health;
  - 6.1.2 only use the BT 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 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 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 or Purchased Equipment;
  - 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or Purchased Equipment or any part of it;
  - 6.1.6 not allow any lien, encumbrance or security interest over the BT Equipment or Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment or Purchased Equipment or otherwise;
  - 6.1.7 not claim to be the owner of the BT Equipment and Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment or Purchased Equipment, even where the BT 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 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 misuse of the BT Equipment or Purchased Equipment or where the BT Equipment or Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT;
  - 6.1.10 ensure that the BT Equipment or Purchased Equipment appears in BT's name in your accounting books;
  - 6.1.11 where there is a threatened seizure of the BT 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 and Purchased Equipment; and
  - 6.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.

#### 6.2 BT Equipment

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



the BT Equipment has been installed.

### 6.3 Purchased Equipment

#### 6.3.1 Delivery and Installation of Purchased Equipment

- (a) 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.

### 6.4 Warranty

6.4.1 During the period of 12 consecutive months following the Service Start Date (or any other period that BT advises you in a Notice), if you report to BT that there is a Fault 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 Fault free of charge, unless:

- (a) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
- (b) the Purchased Equipment has been modified without BT's written consent;
- (c) the Fault is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT; or
- (d) the Fault is due to faulty design by you where the Purchased Equipment has been manufactured to your design.

6.4.2 If requested by BT, you will return the Purchased Equipment affected by a Fault to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement.

6.4.3 BT does not warrant that the Software supplied under the Contract will be free from Faults, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

### 6.5 Security

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

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

### 6.6 WEEE Directive

6.6.1 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**").

6.6.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.6 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

6.6.3 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 the BT Website (or any other online address that BT advises you of); or
  - (b) by giving Notice to you through a BT electronic industry briefing note.
- 7.1.2 If the amendments are likely to cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, 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).
- 7.1.4 BT will not require the signature of a new contract for the changes set out in Paragraph 7.1.1 and the changes will take effect at the expiration of the Notice.

### 7.2 Termination for Convenience

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

### 7.3 Minimum Period of Service

- 7.3.1 At the end of the Minimum Period of Service, unless one of us has given Notice to the other of an intention to terminate the Service in accordance with the Contract, BT will continue to provide the Service and each of us will continue to perform BT's obligations in accordance with the Contract.

### 7.4 Minimum Guaranteed Download Speed

- 7.4.1 After BT receives your Order, and before the Service Start Date, BT will provide you with:
- (a) an estimate of the upload and download speed ranges for the End User Access;
  - (b) the Minimum Guaranteed Download Speed for the End User Access; 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 the BT Website.
- 7.4.2 If, after 10 days following your Service Start Date, the line speed of the End User Access is regularly at or below the Minimum Guaranteed Download Speed, you may report a Fault to the Service Desk in accordance with Paragraph 10 and BT will try to resolve the Fault.
- 7.4.3 If:
- (a) the End User Access speed is continuously or intermittently below the Minimum Guaranteed Download Speed for three consecutive days after reporting the Fault to BT; and
  - (b) BT is unable to resolve the Fault within 30 days from when you first reported the Fault to BT, you may terminate the End User Access with immediate effect any time from the end of the 30 day period from when you first reported the Fault to BT.
- 7.4.4 If you exercise your right to terminate the End User Access in accordance with Paragraph 7.4.3:
- (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); and
  - (b) any Broadband One Access Line associated with the End User Access you will also terminate.
- 7.4.5 If you make an unauthorised change to any settings of an End User Access the Minimum Guaranteed Download Speed will not apply.

### 7.5 Installation of the Service

- 7.5.1 Where BT installs the service, BT may be required to request a permit under the Traffic Management Act 2004 ("TMA"). If you miss or change an appointment date and BT is unable to complete provision of the Service within the period of the TMA permit, you will pay BT for any additional TMA permit charges. Where BT connects your device to the Service, BT will not be liable for any data lost during installation.

### 7.6 Orders



7.6.1 You will submit all End User Access Orders via the Portal or any alternative process for placing End User Access Orders as BT may advise or make available to you.

### 7.7 Suspension and Termination

7.7.1 In addition to the provisions of the General Terms if you fail to provide or maintain any security, deposit or guarantee reasonably required under BT's Policy for Credit Vetting, BT may:

- (a) on two Business Days' Notice to you, suspend the relevant Service (in whole or in part); and/or
- (b) immediately on Notice to you refuse to accept Order(s) for the Service.

7.7.2 If BT suspend a Service and/or refuse to accept Orders for the Service under Paragraph 7.7.1, BT do not waive BT's rights to terminate the Contract.

7.7.3 Subject to the provisions of this Paragraph 7.7 and Clause 15 of the General Terms, BT are not obliged to suspend the Service or give a Notice of suspension before exercising BT's right to terminate the Contract.

7.7.4 If BT suspend the Service and subject to any contrary terms of the Contract, BT will use reasonable endeavours to resume the provision of the Service as soon as the grounds for suspension of the Service no longer exist and BT will liaise with you as appropriate prior to any such resumption of the Service.

7.7.5 BT may terminate the Contract immediately by Notice to you if you fail to place an Order for a Service within 12 months of the Effective Date.

### 7.8 Notices

7.8.1 In addition to the provisions of Clause 25 of the General Terms, BT may provide certain Notices under the Contract using a BT electronic industry briefing note.

### 7.9 Access to Emergency Services

Ordering an End User Access (without the Broadband One Access Line option) 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.

### 7.10 Provider Independent Resources

7.10.1 If BT agrees to provide Provider Independent Resources ("PIR") with the 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.

### 7.11 IP Addresses and Service Selection Names

7.11.1 All IP addresses made available with the Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable. All of your rights to use such IP addresses will cease on termination or expiration of the Service.

7.11.2 BT cannot ensure that any requested Service Selection Name will be available to use with the Service if it is already in use either by us or by another Communications Provider.

7.11.3 You warrant that you are the owner of, or are authorised by, the owner of the trade mark or name that you wish to use as a Service Selection Name.



## 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 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 Service to you at a Site and, if a survey identifies that additional engineering work is required in order to provide the Service to the Site, BT may provide a new quote to you detailing the Excess Construction Charges that you will need to pay for the engineering work to be completed. If:
  - (a) you accept the new quote, BT will cancel the existing Order and will generate a new Order and arrange for the additional engineering work to be carried out; or
  - (b) you do not accept the new quote, BT will cancel your existing Order without liability to either of us; or
  - (c) a survey identifies that BT is unable to provide the Service to you, BT will notify you as soon as possible and the Order will be cancelled immediately without liability to either of us;
- 8.1.4 may change the Customer Committed Date if you request a change to the Service or any part of the Service, including, without limitation, any Purchased Equipment or any IP address location;
- 8.1.5 may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date;
- 8.1.6 will 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 Site, 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 Service;
- 8.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 8.2.3 connect the Service to each Access Line; 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 Fault without undue delay and in accordance with the Service Care Levels in Part C of this Schedule if you report an Fault with the Service;
- 8.3.2 may carry out Maintenance and will endeavour to inform you at least 14 days before any Planned Maintenance on the BT Network or BT Equipment, except 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 Service, require you to change any or all of your passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use;
- 8.3.4 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;
- 8.3.5 may take steps in the BT Network to block access to any domain to protect you from possible criminal threats associated with that domain, if BT becomes aware of or is made aware of a malicious domain; and
- 8.3.6 does not guarantee that BT will be able to block all malicious domains.

#### 8.4 The End of the Service

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

- 8.4.1 may disconnect and remove any BT Equipment located at the Sites; and
- 8.4.2 will send you the final invoice.





## 9 Your Obligations

### 9.1 Service Delivery

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

- 9.1.1 provide us with the names and contact details of any individuals authorised to act on your behalf for Service management matters as Nominated Contact(s), but BT may also accept instructions from a person who BT reasonably believe is acting with your authority;
- 9.1.2 create a Customer account on the Portal;
- 9.1.3 not own any telephone number related to the 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 Service;
- 9.1.4 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;
- 9.1.5 ensure that the LAN (local area network) protocols and applications you use are compatible with the Service;
- 9.1.6 agree the 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;
- 9.1.7 prepare and maintain the Site for the installation of BT Equipment and Purchased Equipment and supply of the Service, including, without limitation:
  - (a) provide a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and 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 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 of the Service;
  - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment or Purchased Equipment at such points and with such connections as BT specifies. 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;
- 9.1.8 during activation of the Service, you may experience a temporary loss of Access Line service.

### 9.2 Service Operation

On and from the Service Start Date, you will:

- 9.2.1 ensure that only your Nominated Contacts report Faults to the Service Desk;
- 9.2.2 be responsible for the provision of initial Fault diagnosis using the Structured Questions and only report a Fault to the Service Desk when you reasonably believe that the Fault is not attributable to any equipment not provided by BT;
- 9.2.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 9.2.4 ensure that any Customer Equipment that is connected to the Service is:
  - (a) connected using the applicable Network Terminating Unit, 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 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 or Applicable Law;
- 9.2.5 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;
- 9.2.6 connect Customer Equipment to the Service only by using the Network Terminating Unit at a Site;





- 9.2.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
  - 9.2.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
    - (a) take all reasonable steps to prevent unauthorised access to the Service; and
    - (b) satisfy BT's security checks if a password is lost or forgotten;
  - 9.2.9 if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords or other systems administration information used in connection with the Service;
  - 9.2.10 not use the 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 use the Service in any way BT considers to be or likely to be detrimental to the provision of the Service to you or to any of BT's other customers;
  - 9.2.11 access the Service in the way permitted by BT; and
  - 9.2.12 not attempt to circumvent any security measures in the Service.
- 9.3 **The End of the Service**
- On termination of the Service by either one of us, or expiry you will:
- 9.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
  - 9.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
  - 9.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation.

## 10 Notification of Faults

- 10.1 If you become aware of a Fault:
  - 10.1.1 you will either report it to the Service Desk or raise it via the Portal;
  - 10.1.2 BT will give you a unique reference number for the Fault;
  - 10.1.3 BT will inform you when BT believes the Fault is cleared, and will close the Fault when:
    - (a) you confirm that the Fault is cleared within 5 days of being informed; or
    - (b) BT has attempted unsuccessfully to contact you in relation to the Fault and you have not responded within 5 days of BT's attempt to contact you; and
  - 10.1.4 if you confirm that the Fault is not cleared within 5 days of being informed, the Fault will remain open, and BT will continue to work to resolve the Fault.
- 10.2 Where BT becomes aware of a Fault, Paragraphs 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 Service as set out in Paragraph 11.2.
- 11.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
  - 11.2.1 Connection Charges, on or after the Service Start Date;
  - 11.2.2 Migration Charges, on or after the Service Start Date;
  - 11.2.3 Recurring Charges, monthly in advance. For any period where Service is provided for less than one month, the Recurring Charges are calculated on a daily basis;
  - 11.2.4 any Charges for Purchased Equipment; and
  - 11.2.5 any Termination Charges incurred in accordance with Paragraph 12 upon termination of the relevant 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 commissioning the Service as set out in Paragraph 8.2 outside of Business Hours;
  - 11.3.2 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
  - 11.3.3 Charges for cancelling an Order in accordance with Clause 16 of the General Terms or this Schedule;
  - 11.3.4 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
  - 11.3.5 any other Charges set out in any applicable Order or in the Schedule or as otherwise agreed between both of us.



- 11.3.6 As part of BT's credit management procedures, BT may at any time:
- (a) require you to pay a deposit, pay the Charges in advance, or provide a guarantee as security for payment of future invoices by the means requested by BT; and
  - (b) carry out a credit vet on you. You will provide BT or its agents with any information it or they may reasonably require for this.

### 11.4 Abortive Visit Charge

11.4.1 BT may raise an abortive visit Charge as set out in the Schedule in the following circumstances:

- (a) if BT attends an incorrect Site address provided by you;
- (b) if BT arrives to carry out the installation at the Site address provided by you, and either:
  - (i) you no longer want the installation completed; or
  - (ii) you, having previously chosen to be present at the time of installation, are not present;
- (c) if BT is refused entry at the Site, or no access may be gained at the appointed time agreed between you and BT;
- (d) 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;
- (e) if BT finds that the location or environment provided by you for the BT Equipment or Customer Equipment is not suitable or that work needs to be carried out before the installation may take place at that location and/or environment; or
- (f) if you cancel an SF12 or SFVA visit after the appointment slot has started.

### 11.5 Cancellation Charges

11.5.1 For the purposes of Clause 16.2 of the General Terms, if you cancel an Order, or part of it, or SF12 or SFVA, any time up to the Point of No Return you will pay us the Cancellation Charges, which includes any applicable Excess Construction Charges.

### 11.6 Ceasing Service

11.6.1 Unless BT agrees otherwise, if you terminate the Service after the Service Start Date and regardless of whether you are in the Minimum Period of Service you will pay a cease Charge as set out in the 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 Service for convenience, you will pay BT:

- 12.1.1 all outstanding Charges for the Service;
- 12.1.2 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment; and
- 12.1.3 any other Charges set out in the Order.

12.2 In addition to the Charges set out in Paragraph 12.1 above, if you terminate your Service during the Minimum Period of Service, you will pay BT 100% of the Recurring Charges for the Service for all remaining months of the Minimum Period of Service.

12.3 If you terminate a Service in accordance with Paragraph 7.4.3, the Charges set out in Paragraphs 11.6 and 12 (other than the Charges set out in Paragraph 12.1.1 and 12.1.2) will not apply.



Part C – Service Care Levels

13 Service Care Levels

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

Service Care Level	Description
<b>Basic Care</b>	(a) Basic Care is the default Service Level for Broadband One Access Lines. (b) Basic Care is not available for End User Accesses. (c) For the reporting of Faults, Basic Care operates during Business Hours. (d) BT will acknowledge receipt of a Fault report logged by you and will aim to repair the Fault within 72 hours of receipt of the Fault report excluding any allowable parked time. (e) For engineering visits by BT to a Site, Basic Care operates during Business Hours excluding Saturday.
<b>Standard Care</b>	(a) Standard Care is the default Service Level for End User Accesses. (b) You may order Standard Care for Broadband One Access Lines. (c) For the reporting of Faults, Standard Care operates during Business Hours. (d) BT will acknowledge receipt of a Fault report logged by you and will aim to repair the Fault within 48 hours of receipt of the Fault report excluding any allowable parked time. (e) For engineering visits by BT to a Site, Standard Care operates during Business Hours. (f) You will pay the relevant Charges for Standard Care for Broadband One Access Lines
<b>Enhanced Care</b>	(a) You may order Enhanced Care for End User Access and Broadband One Access Lines. (b) For the reporting of Faults, Enhanced Care operates during Business Hours. (c) BT will acknowledge receipt of a Fault report logged by you and will aim to repair the Fault within 24 hours of receipt of the Fault report, excluding any allowable parked time. (d) For engineering visits by BT to a Site, Enhanced Care operates during Business Hours including Sunday, Public and Bank Holidays. (e) You will pay the relevant Charges for Enhanced Care
<b>Prompt Care*</b>	(a) You may order Prompt Care for End User Access and Broadband One Access Lines. (b) For the reporting of Faults, Prompt Care operates during Business Hours. (c) BT will acknowledge receipt of a Fault report logged by you and will aim to repair the Fault within 7 hours of receipt of the Fault report, excluding any allowable parked time. (d) For engineering visits by BT to a Site, Prompt Care operates during Business Hours including Sunday, Public and Bank Holidays. (e) You will pay the relevant Charges for Prompt Care

\* Note – In the event that a visit to the end customer’s premises is required in the Highlands and Islands BT will make all reasonable efforts to make an engineer available within the 7 hour period. However it must be noted that the availability of the engineer can depend on travel constraints outside BT’s influence, such as ferries to the remote Scottish islands.

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 **End User Access Service Assurance and Fault Management**

13.3.1 BT will maintain an End User Access in accordance with the appropriate Service Care Level as set out in Paragraph 13.1.

13.3.2 You will provide initial Fault diagnosis using the Structured Questions.

13.3.3 You will report a Fault to the Service Desk in accordance with Paragraph 10 if you reasonably believe that the Fault is not attributable to the Service or any equipment not provided by BT.

13.3.4 Except as stated in this Paragraph 13.3.4 or any other Paragraph of this Schedule, all contact between BT and your Users in relation to the Service will be conducted through your Nominated Contacts. BT may contact the User directly in relation to the Service:

- (a) to confirm the User’s availability for a Fault repair appointment;
- (b) to assist in Fault diagnosis;
- (c) to assist in Customer Equipment password resetting or configuration updates; and/or
- (d) where it is necessary for the proper performance of BT’s obligations under the Contract.



- 13.3.5 In circumstances described in Paragraph 13.3.4 where it is necessary for BT to contact the User directly, BT may close any End User Access Fault report where BT have been unable, through no fault of BT's own, to contact the affected User within 30 days of BT's receipt of the Fault report.
- 13.4 **Special Faults Investigation 2 & Superfast Visit Assure**
- 13.4.1 Special Faults Investigation 2 ("SFI2") and Superfast Visit Assure ("SFVA") are Service Options that you may request as set out in this Paragraph 13.4.
- 13.4.2 You may request an SFI2 or SFVA visit via the Service Desk, in relation to a Fault, if following BT's Fault diagnostics and Fault repair activity the Fault is passed back to you as:
- (a) Right When Tested ("RWT");
  - (b) Fault Not Found ("FNF"); or
  - (c) Your Mis-Op (i.e. a User mis-operation or misuse of the Service).
- 13.4.3 You may cancel or amend an SFI2 or SFVA visit without charge up to the beginning of the appointmentslot. If an SFI2 or SFVA visit concludes that there is a FNF or the Fault is on the User side of the NTU, you will pay the SFI2 or SFVA Charges.
- 13.4.4 As part of the SFI2 or SFVA visit, BT may carry out maintenance activities unrelated to the reported Fault and these will be recorded in the engineering notes on the SFI2 or SFVA checklist. These engineering notes will have no bearing on the application of the SFI2 or SFVA Charges.
- 13.4.5 If as a result of a subsequent SFI2 or SFVA visit a Fault is found, you will still be liable for any Charges in relation to a previous SFI2 or SFVA visit.



## Part D – Defined Terms

### 14 Defined Terms

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

**“Access Line”** means a Circuit connecting a Site to the BT Network. **“Business Hours”** means for the Service:

- (a) for the reporting of Faults via the Portal, 24 hours a day, 365 days a year;
- (b) for Service Desk availability, 24 hours a day, 365 days a year;
- (c) for visits by BT to a Site, between the hours of 08:00 and 18:00 Monday to Saturday (excluding UK regional public and bank holidays); and
- (d) for migration and reconfigurations, between the hours of 08:00 and 16:00 Monday to Friday (excluding UK regional public and bank holidays).

**“BT Website”** means the BT website for Broadband One at <https://www.btwholesale.com/products-and-services/data/broadband/broadband-one.html> or such other on-line address or website as BT may advise you from time to time.

**“Carrier Pre-Selection”** means the facility that allows End Users to select alternative operators in advance without dialling additional codes on the telephone.

**“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.

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

**“Connection Charge”** means the charge for activating a new End User Access or Access Line.

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

**“Customer Service Plan”** or **“CSP”** means a document containing details of Service Desk and other contact points, for ordering or maintenance of the Services provided under the Contract.

**“End User Access”** means the physical connection between a Site and the broadband network which enables the User to connect to the Internet.

**“Excess Construction Charges”** means Charges for any additional engineering work required for the provision of the Service.

**“Fault”** 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.

**“Migration Charge”** means the charge for moving an End User Access from another CP to BT.

**“Minimum Guaranteed Download Speed”** means the minimum guaranteed download speed for a particular Access Line provided to you when you order the Service as further described in the Product Handbook.

**“Minimum Period of Service”** means the minimum period of service for a component of the Service as set out in the Order commencing on the relevant Service Start Date.

**“Network Terminating Unit”** or **“NTU”** means the socket at a Site where Customer Equipment is connected to the Service.

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

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

**“Point of No Return”** or **“PONR”** means the point up to which you can modify or cancel an Order as set out in the Product Handbook.

**“Policy for Credit Vetting”** means the policy BT apply for credit vetting set out on the BT Website.

**“Portal”** means the online portal available at the BT Website for you to manage the Service, including placing Orders and reporting Faults.

**“Product Handbook”** means the handbook(s) containing information relating to the Service to assist you which is available on the BT Website or as BT make available to you, as may be amended by us from time to time.

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



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

"**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 Faults and ask questions about the Service.

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

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

"**Service Selection Name**" or "**SSN**" means the part of the text following the '@' symbol entered by the End User during the Challenge Handshake Authentication Protocol (CHAP) process used within the Service.

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

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

"**Structured Questions**" means a set of questions to facilitate Fault diagnosis as set out in the Product Handbook.

"**WEEE**" has the meaning given in Paragraph 6.6.

"**WEEE Directive**" has the meaning given in Paragraph 6.6.





## Annex A – Charges

### 15 Charges

15.1 The Charges are set out on the BT Website.