



# BT Business Services – Telephone Service Phone Calls and Lines (PSTN, ISDN, Featureline, Featureline Compact, Embark and Featureline Corporate) 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 Calls and Lines Service

### 1 SERVICE SUMMARY

- 1.1 BT will provide you with a fixed telephone line (Access Line) by traditional copper wiring or fibre optic cabling, or a combination of both (depending on the geographical area where BT installs the Access Line or provides the Calls and Lines Service), comprising:
  - 1.1.1 the Standard Service Components; and
  - 1.1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "Calls and Lines Service").
- 1.2 Where you select ISDN2, ISDN30 & PSTN under the Managed Service from BT:
  - 1.2.1 Paragraph 6.2 of this Schedule will not apply and in such case Paragraph 5.1 of Managed Service from BT Schedule to the General Terms will apply; and
  - 1.2.2 Part C of this Schedule will not apply and in such case Part C of Managed Service from BT Schedule to the General Terms will apply.
- 1.3 Where you select ISDN2, ISDN30 & PSTN under a Managed Service:
  - 1.3.1 Paragraph 6.2 of this Schedule will not apply and in such case Paragraph 4 of the Managed Service Schedule to the General Terms will apply.

### 2 STANDARD SERVICE COMPONENTS

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

- 2.1 the facility to make or receive phone calls including the ability to send or receive information from computers using your Access Line; and
- 2.2 one telephone number for each Access Line that you rent from BT, which BT will publish (with your details) in your local BT Phone Book (both printed and online) and make available from BT's directory enquiries service (118500) unless you tell BT not to.

### 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 and as set out in Section 1 of the BT Price List:

- 3.1 **Access Line**
  - 3.1.1 **PSTN:**
    - (a) BT Business Value;
    - (b) BT Business Standard; or
    - (c) BT Business Critical.
  - 3.1.2 **ISDN:**
    - (a) ISDN2; or
    - (b) ISDN30.
  - 3.1.3 **Featureline/Embark:**
    - (a) Featureline;
    - (b) Featureline Compact;
    - (c) Featureline Corporate (Centrex Access Line or Digital Access Line); or
    - (d) Embark (Centrex Access Line or Digital Access Line).

### 3.2 Other Associated Services

#### 3.2.1 Network and Calling Features

BT may provide you with network and calling features, such as caller display, as set out in Section 2, Part 4 of the BT Price List.

#### 3.2.2 Calls with another Communications Provider

If the Service Option you choose allows you to make calls over your Access Line with another pre-selected Communications Provider and you make calls using the prefix 1280, Charges for these calls may appear on your bill. Depending on how the Communications Provider's service works, or the way in which BT provides the telephony service to you, you may not be able to make these calls with BT and have them charged to your bill. You agree to pay any Charges that BT may raise for such calls.

### 3.3 Enhanced BT Phone Book Entry

If you require an enhanced entry in the BT Phone Book (both printed and online), BT may do this and invoice you for additional Charges as set out in Section 1, Part 19 of the BT Price List.

## 4 SERVICE MANAGEMENT BOUNDARY

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

4.2 BT will have no responsibility for the Calls and Lines Service outside the Service Management Boundary.

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

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

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

## 5 ASSOCIATED SERVICES AND THIRD PARTIES

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

5.2 BT will not be liable for failure to, or delay in, supplying the Calls and Lines Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

## 6 SPECIFIC TERMS AND CONDITIONS

### 6.1 Changes to the Contract

6.1.1 BT can amend the Contract (including the Charges) at any time by either:

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

for amendments that cause you material detriment, 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.

6.1.2 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you choose to terminate under Clause 17 of the General Terms within:

- (a) 90 days of the date of notification if BT has only published the amendment online under Paragraph 6.1.1(a); or
- (b) 30 days of the date of the Notice if BT has given you Notice under Paragraph 6.1.1(b).

### 6.2 Termination for Convenience

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

### 6.3 Minimum Period of Service

At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Calls and Lines Service in accordance with the Contract, BT will continue to provide the Calls and Lines Service and both of us will continue to perform each of our obligations in accordance with the Contract.

### 6.4 Service Start Date

Where the Calls and Lines Service is to be provided at more than one Site, the Service Start Date is when the first Access Line is made available at the first Site.

### 6.5 Access to Emergency Services

6.5.1 The Calls and Lines Service provides the ability for Users to call the emergency services by dialling “999” or “112” and provides caller location information.

6.5.2 You acknowledge that:

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

### 6.6 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, then 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.

### 6.7 Re-grade of Service Options

Where you re-grade from one Service Option to another you may experience interruption to the Calls and Lines Service.

### 6.8 Number Porting

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

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

6.8.2 BT will provide you with a Port Date, once BT has all the details in Paragraph 6.8.1.

## Part B – Service Delivery and Management

### 7 BT'S OBLIGATIONS

#### 7.1 Service Delivery

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

- 7.1.1 will provide you with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Calls and Lines Service (“**Service Desk**”);
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT’s obligations under this Contract;
- 7.1.3 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites, and if the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites, BT may provide a new quote to you detailing the additional Charges you will need to pay for the engineering work to be completed, as set out in Section 45 of the BT Price List. If:
  - (a) you accept the new quote, BT will cancel the existing Order to the affected Sites and will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
  - (b) you do not accept the new quote, BT will cancel your existing Order for the provision of Calls and Lines Service to the affected Sites and BT will have no obligation to provide the Calls and Lines Service;
- 7.1.4 if you request a change to the Calls and Lines Service or any part of the Calls and Lines Service, including, without limitation, any Purchased Equipment or any IP Address location, BT may change the Customer Committed Date to accommodate that change;
- 7.1.5 may expedite delivery of the Calls and Lines Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date;
- 7.1.6 in addition to Paragraph 7.1.3, may apply additional terms (including charges) in addition to or instead of any terms in the Contract if:
  - (a) BT considers it necessary to provide the Calls and Lines Service (wholly or partially) using non-standard methods incurring greater expense to BT than is normal; or
  - (b) the Calls and Lines Service is provided at greater expense to BT than normal as a result of a request from you;
- 7.1.7 will give you written Notice of any special terms that will apply under Paragraph 7.1.6:
  - (a) if you accept the additional terms, BT will provide you with a Customer Committed Date and will use commercially reasonable endeavours to meet any Customer Committed Date; or
  - (b) within 14 days of the date of the Notice, you may give written Notice to BT terminating the part of the Calls and Lines Service provided by non-standard means. BT may charge you the Cancellation Charges set out in Paragraph 10.5;
- 7.1.8 dispatch any Purchased Equipment for delivery to the applicable Site as set out in the Order; and
- 7.1.9 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.

#### 7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Calls and Lines Service;
- 7.2.2 conduct a series of standard tests on the Calls and Lines Service to ensure that it is configured correctly; and
- 7.2.3 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date.

#### 7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of the Contract if you report an Incident on the BT Network;
- 7.3.2 will work with Openreach to restore service as soon as practicable during Local Contracted Business Hours if you report an Incident on the Access Line;

- 7.3.3 may carry out Maintenance from time to time and will endeavour to inform you:
- (a) at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required; or
  - (b) without undue delay for scheduled Access Line maintenance by a supplier;
- 7.3.4 may, in the event of a security breach affecting the Calls and Lines Service, require you to change any or all of your passwords. BT does not guarantee the security of the Calls and Lines Service against unauthorised or unlawful access or use; and
- 7.3.5 may, for operational reasons, including the provision of Calls and Lines Service enhancements or Software upgrades:
- (a) change any codes or numbers given to you, the performance or functionality of the Calls and Lines Service, or the way BT provides the Calls and Lines Service, provided that any change to the Calls and Lines Service or the way BT provides the Calls and Lines Service will not affect the performance or functionality of the Calls and Lines Service to your material detriment; or
  - (b) interrupt or suspend the Calls and Lines Service. If this happens BT will restore the Calls and Lines Service as quickly as possible.

#### 7.4 The End of the Service

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

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

## 8 YOUR OBLIGATIONS

### 8.1 Service Delivery

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

- 8.1.1 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Calls and Lines Service;
- 8.1.2 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
- (a) inform your Users that as part of the Calls and Lines Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
  - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1.2, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.1.2.
- 8.1.3 if applicable, ensure that the LAN protocols and applications you use will be compatible with the Calls and Lines Service;
- 8.1.4 acknowledge that the Calls and Lines Service and Software is provided solely for your own use and will not resell or attempt to resell either (or any part or facility of it) to anyone else;
- 8.1.5 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;
- 8.1.6 prepare and maintain the Site for the installation of BT Equipment and Purchased Equipment and supply of the Calls and Lines 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 or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;

- (c) 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 Calls and Lines Service and BT Equipment or Purchased Equipment at such points and with such connections as BT specifies. In order to mitigate any interruption to the Calls and Lines Service resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
- (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate; and

8.1.7 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 15.2:

- (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 any losses, costs or liabilities arising from your miss-use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost, except where the loss or damage to the Purchased Equipment is a result of fair wear and tear or caused by BT;
- (j) ensure that the Purchased Equipment appears in BT's name in your accounting books; and
- (k) if there is a threatened seizure of the Purchased Equipment, or an Insolvency Event applies to you, immediately notify BT and BT may take action to repossess the Purchased Equipment. You will also notify interested third parties that BT owns the Purchased Equipment.

## 8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 monitor and maintain any Customer Equipment connected to the Calls and Lines Service or used in connection with a Calls and Lines Service;
- 8.2.2 ensure that any Customer Equipment that is connected to the Calls and Lines Service or that you use, directly or indirectly, in relation to the Calls and Lines 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 Calls and Lines Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
  - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.3 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;
- 8.2.4 connect equipment to the Calls and Lines Service only by using the Network Terminating Equipment at the Sites;
- 8.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Calls and Lines Service;
- 8.2.6 not use the Calls and Lines 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 Calls and Lines Service to you or service to any of BT's other customers;

- 8.2.7 access the Calls and Lines Service in the way permitted by BT; and
- 8.2.8 not attempt to circumvent any security measures in the Calls and Lines Service.

### 8.3 The End of the Service

On termination of the Calls and Lines Service by either one of us, or expiry you will:

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

## 9 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

- 9.1 you will report it to BT's Service Desk;
- 9.2 BT will give you a unique reference number for the Incident ("**Ticket**");
- 9.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
  - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
  - 9.3.2 BT has attempted unsuccessfully to contact you in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you;
- 9.4 if you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident; and
- 9.5 if you report an Incident in the Calls and Lines Service BT will resolve the Incident in accordance with the provisions of this Schedule. If BT agrees to work outside the hours specified in the Contract or if you report an Incident and BT finds there is none or that you have caused the Incident, BT may apply a Charge. This Charge will be as set out in the Contract or if not set out in the Contract based on BT's reasonable costs.

## 10 INVOICING

- 10.1 BT will invoice you for the Charges for the Calls and Lines Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
  - 10.2.1 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);
  - 10.2.2 Recurring Charges, except Usage Charges, monthly/quarterly in advance (depending on your billing frequency). For any period where the Calls and Lines Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - 10.2.3 Usage Charges, monthly/quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
  - 10.2.4 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;
  - 10.2.5 De-installation Charges within 60 days of de-installation of the Calls and Lines Service; and
  - 10.2.6 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Calls and Lines Service.
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
  - 10.3.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
  - 10.3.2 Charges for commissioning the Calls and Lines Service as set out in Paragraph 7.2 outside of Business Hours;



- 10.3.3 Charges for restoring the Calls and Lines Service if the Calls and Lines Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
- 10.3.4 Charges for cancelling the Calls and Lines Service in accordance with Clause 16 of the General Terms;
- 10.3.5 Charges for expediting provision of the Calls and Lines Service at your request after you have been informed of the Customer Committed Date; and
- 10.3.6 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; and
  - (d) payment processing fees as set out in Section 15, Part 12 of the BT Price List.

#### 10.4 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:

- 10.4.1 if BT attends an incorrect address provided by you;
- 10.4.2 if BT arrives to carry out the installation at the address provided by you, and either:
  - (a) you no longer want the installation completed; or
  - (b) you, having previously chosen to be present at the time of installation, do not attend;
- 10.4.3 if BT is refused entry at the Site, or no access can be gained at the appointed time agreed between us;
- 10.4.4 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;
- 10.4.5 if BT attends on Site and finds that the location or environment provided by you for the BT Equipment or Customer Equipment is not suitable or that work needs to be carried out before the installation can take place at that location or environment; or
- 10.4.6 if you provide BT with less than 24 hours' notice of an amendment to, or cancellation of, BT's appointment or Order.

#### 10.5 Cancellation Charges

The cancellation Charges referred to in Clause 16 of the General Terms will be as set out in Section 1, Part 20 or Part 24 of the BT Price List depending on the Access Line selected.

10.6 The Charges and associated terms are detailed in the BT Price List except as may be stated in the Order (if any).

#### 10.7 Pricing packages or schemes

Where BT has agreed that the Calls and Lines Service can be included within one of BT's standard pricing packages or schemes, you agree that during the period that the Calls and Lines 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. Upon termination of the pricing package or scheme, the Charges will revert to those specified in this Schedule.

### 11 CHARGES AT THE END OF THE CONTRACT

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Calls and Lines Service for convenience, you will pay BT:
  - 11.1.1 all outstanding Charges for Calls and Lines Service rendered;
  - 11.1.2 De-installation Charges (if applicable);
  - 11.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
  - 11.1.4 any other Charges set out in the Order; and
  - 11.1.5 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.
- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate during the Minimum Period of Service, by way of compensation you will pay BT:
  - 11.2.1 Termination Charges equal to 100 per cent of the Recurring Charges for the first 12 months of the Minimum Period of Service and 65 per cent of the Recurring Charges for all remaining months of the Minimum Period of Service; and

11.2.2 any waived Installation Charges.

## 12 TELEPHONE NUMBERS

Telephone numbers made available with the Calls and Lines Service will at all times remain BT's property and will be non-transferable, and all of your rights to use telephone numbers will cease on termination or expiration of the Calls and Lines Service.

## 13 BT EQUIPMENT

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

## 14 WEEE DIRECTIVE

- 14.1 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE").
- 14.2 For the purposes of Article 13 of the WEEE Directive, this Paragraph 14 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 14.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

## 15 PURCHASED EQUIPMENT

### 15.1 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

### 15.2 Transfer of Title and Risk

15.2.1 Where the Purchased Equipment is delivered to a Site:

- (a) 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;
- (b) if 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
- (c) if BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

### 15.3 Acceptance

15.3.1 The Purchased Equipment will be deemed to have been accepted:

- (a) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (b) if BT installs the Purchased Equipment, the Service Start Date.

15.3.2 Except where 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.

### 15.4 Warranty

15.4.1 At any time during the period of 12 months following the Service Start Date (or any other period that BT gives you Notice of), if you report to BT in accordance with Paragraph 9 that there is an Incident in the Purchased Equipment which is 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:

- (a) the Purchased Equipment has not been properly kept, used and 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 Incident 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;
- (d) the Incident is due to faulty design by you where the Purchased Equipment has been manufactured to your design; or
- (e) the Incident is due to fair wear and tear.

15.4.2 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 as set out in Paragraph 15.4.1.

15.4.3 BT does not warrant that the Software supplied under the Contract will:

- (a) be free of all Incidents or that its use will be 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.

### 15.5 Security

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

15.5.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

Part C – Service Care Levels – Customer Service Compensation Scheme

16 SERVICE CARE LEVELS

16.1 BT will repair an Incident in accordance with the Service Care Level you have chosen from the following options:

Service Care Level	Description	Available on the following Calls and Lines Services
<b>Standard Care</b>	BT will aim to repair an Incident by midnight on the second weekday after the day you report the Incident to BT unless a specific appointment date is agreed. BT will treat an Incident reported after 2100 on a weekday, or anytime at weekends or on public or bank holidays, as if you reported the Incident at 0800 on the next weekday after the day you actually reported the Incident to BT.	BT Business Value
<b>Prompt Care</b>	BT will aim to repair an Incident by midnight on the next weekday or Saturday after the day you report the Incident to BT unless a specific appointment date is agreed. BT will treat an Incident reported after 2100 on a weekday or a Saturday, or anytime on Sundays or on public or bank holidays, as if you reported the Incident at 0800 on the next weekday or Saturday after the day you actually reported the Incident to BT.	BT Business Standard ISDN2 ISDN30 Featureline Featureline Compact Featureline Corporate Embark
<b>Total Care</b>	BT will aim to repair an Incident within 24 hours of you reporting the Incident to BT.	ISDN2 ISDN30
<b>Critical Care</b>	BT will aim to repair an Incident within six hours of you reporting the Incident to BT.	BT Business Critical

16.2 The Service Care Levels will be subject to the additional terms set out in Section 14 of the BT Price List.

16.3 You may upgrade your Service Care Level at an additional Charge as set out in Section 14 of the BT Price List.

17 APPLICATION OF THE COMPENSATION SCHEME

17.1 If BT does not meet BT’s commitments to you under this Contract, you may, in the circumstances described in Paragraphs 18 to 20 below, make a claim for compensation in accordance with Paragraph 23.

17.2 The Compensation Scheme applies to the following Calls and Lines Services BT may provide to you:

- 17.2.1 BT Business Value, BT Business Standard and BT Business Critical;
- 17.2.2 ISDN2/ISDN30; and
- 17.2.3 Featureline/Featureline Compact.

17.3 The Compensation Scheme does not apply to:

- 17.3.1 Featureline Corporate;
- 17.3.2 Embark; or
- 17.3.3 any delay in BT including, or a failure to include, your telephone number in the BT Phone Book (both printed and online), or any error or omission relating to the information included in them.

18 ON TIME DELIVERY SERVICE LEVEL

18.1 If BT does not deliver the Calls and Lines Service on or before the Customer Committed Date, you may choose, subject to the exceptions set out in Paragraph 25:

- 18.1.1 except where you have an ISDN30 Access Line, Call Diversion, in accordance with Paragraph 21; or
- 18.1.2 to claim Daily Rate Rental Credit or Actual Financial Loss, in accordance with Paragraph 22, (the “On Time Delivery Service Level”).

18.2 The On Time Delivery Service Level does not apply to upgrades or changes to the Calls and Lines Service, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Committed Date will be, and the On Time Delivery Service Level will apply to, that agreed delivery date.

## 19 INCIDENT REPAIR SERVICE LEVEL

- 19.1 If a Service Failure occurs and BT fails to meet the repair times for the Service Care Level you have chosen, you may choose, subject to the exceptions set out in Paragraph 25:
- 19.1.1 except where you have an ISDN30 Access Line, Call Diversion, in accordance with Paragraph 21; or
  - 19.1.2 to claim Daily Rate Rental Credit or Actual Financial Loss, in accordance with Paragraph 22.
- 19.2 If BT disconnects the Calls and Lines Service by mistake, you may, subject to the exceptions set out in Paragraph 25, claim Daily Rate Rental Credit or Actual Financial Loss, in accordance with Paragraph 22, from the date of disconnection of the Calls and Lines Service until reconnection (together with Paragraph 19.1, the “**Incident Repair Service Level**”).
- 19.3 If you report a Service Failure that falls within the scope of Paragraph 25, BT may apply a Charge as set out in Section 15 of the BT Price List to cover BT’s reasonable costs incurred in trying to rectify the Service Failure.

## 20 MISSED APPOINTMENTS

If BT does not keep an appointment, you may, subject to the exceptions set out in Paragraph 25, claim an amount as set out in Section 49 of the BT Price List.

## 21 CALL DIVERSION

- 21.1 If BT does not meet the On Time Delivery Service Level or the Incident Repair Service Level, BT may, except where you have an ISDN30 Access Line, offer you Call Diversion if it is reasonably practicable and there are no technical restrictions preventing BT from doing so.
- 21.2 If BT does offer you Call Diversion, BT will divert your incoming Calls, on request, to another fixed line or mobile telephone number of your choice.
- 21.3 You may choose to divert your calls to a UK number, but there are some number ranges to which BT will not divert your calls (for example, 0800 and 0870 numbers). BT will advise you if the number you have chosen is not acceptable.
- 21.4 If BT diverts your calls to a mobile number, the person calling you will not have to pay extra costs for making that call.
- 21.5 In addition to Call Diversion, for each line diverted to a mobile number, BT will issue you a fixed amount for each whole or part day BT was late in providing the Calls and Lines Service or repairing a Service Failure to cover any additional costs incurred by you in relation to the Call Diversion. The amount is set out in Section 49 of the BT Price List.
- 21.6 You may not claim for any extra mobile call charges incurred within five days after BT repairs the Service Failure or providing the Calls and Lines Service (if BT has failed to deliver the Calls and Lines Service on or before the Customer Committed Date).
- 21.7 If your losses are greater than the total amount paid by BT in accordance with Paragraph 21.5, you may also claim Actual Financial Loss as set out in Paragraph 22.2.
- 21.8 Once BT has provided the Calls and Lines Service (in the case of a failure to deliver the Calls and Lines Service on or before the Customer Committed Date) or repaired a Service Failure, BT will cancel your Call Diversion.

## 22 DAILY RATE RENTAL CREDIT / ACTUAL FINANCIAL LOSS

### 22.1 Daily Rate Rental Credit

- 22.1.1 BT will credit you an amount for each whole or part day BT is late in providing the Calls and Lines Service or repairing a Service Failure, for each line affected (“**Daily Rate Rental Credit**”). The amount is set out in Section 49 of the BT Price List.
- 22.1.2 You will not be required to prove any loss before claiming Daily Rate Rental Credit.
- 22.1.3 You may also claim Actual Financial Loss as set out in Paragraph 22.2.

### 22.2 Actual Financial Loss

- 22.2.1 Actual Financial Loss is the amount you have lost that is reasonably foreseeable as a result of BT disconnecting the Calls and Lines Service by mistake, or being late in providing the Calls and Lines Service or repairing a Service Failure (“**Actual Financial Loss**”).
- 22.2.2 Before making a claim for Actual Financial Loss, you will provide BT with proof of your loss.

### 22.3 ISDN30

- 22.3.1 If you have an ISDN30 Calls and Lines Service:

- (a) you may claim an amount equal to one month's ISDN30 line rental charge per day or part day, for each affected Channel, up to a maximum of an amount equal to one year's ISDN30 line rental charges for that Channel instead of Daily Rate Rental Credit;
- (b) If you claim the amount under Paragraph 22.3.1(a), you may not claim Actual Financial Loss under Paragraph 22.2; and
- (c) where the Incident affects both ISDN30 and related services, you are only entitled to claim Service Credits in respect of the ISDN30 element of the Calls and Lines Service.

### 23 REQUESTS FOR COMPENSATION

- 23.1 You may make a claim for compensation under this Compensation Scheme by contacting the Service Desk within four months after BT put things right in accordance with Paragraph 9.3, and you will:
- 23.1.1 provide full details of the reason for the claim; and
  - 23.1.2 if claiming Actual Financial Loss, fill in a claim form that BT will send to you on request to the Service Desk.
- 23.2 BT will only consider a claim for compensation if you report an Incident to the Service Desk in accordance with Paragraph 9.
- 23.3 BT will normally deduct any amount BT owes you from your next invoice, however, BT may pay Actual Financial Loss payments by cheque.

### 24 LIMIT ON COMPENSATION

The maximum amount BT will credit you is £6,000 for each Access Line affected up to an overall total of £25,000 for the same Service Failure or series of related Service Failures or for a failure to deliver the Calls and Lines Service on or before the Customer Committed Date.

### 25 EXCEPTIONS

- 25.1 The Service Levels will not apply:
- 25.1.1 in the event that Clause 8 of the General Terms applies;
  - 25.1.2 during any trial period of the Calls and Lines Service;
  - 25.1.3 if BT asks for access to the Site and you do not allow this (including where you fail to accept an appointment time for an engineering visit allocated by BT within the timescales for repair, as determined by the Service Care Level you have chosen); or
  - 25.1.4 if BT is unable to contact you.
- 25.2 The Incident Repair Service Level will not apply if:
- 25.2.1 any of the following events occur:
    - (a) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests;
    - (b) you asked BT to test the Calls and Lines Service at a time when no Incident has been detected or reported; or
    - (c) you cancel the Ticket before BT has rectified any Service Failure; or
  - 25.2.2 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 Calls and Lines 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

### 26 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.

“**Actual Financial Loss**” has the meaning given in Paragraph 22.2.1.

“**BT Business Critical**” means an option of PSTN that you may choose which includes Critical Care as standard.

“**BT Business Standard**” means an option of PSTN that you may choose which includes Prompt Care as standard.

“**BT Business Value**” means an option of PSTN that you may choose which includes Standard Care as standard.

“**BT Phone Book**” means a series of printed directories each covering a distinct geographic area of the United Kingdom. Each edition contains data relating to subscribers of telephone services arranged into a business classified section, a business A-Z section and a residential A-Z section.

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

“**Business Group**” means an association of persons including you who (with BT’s written agreement) agree to form a virtual private network using Embark or Featureline Corporate.

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

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

“**Call Diversion**” means diverting incoming Calls to another fixed line or mobile telephone number.

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

“**Centrex Access Line**” means an Access Line that is delivered to your Site, using the same access and mechanisms as PSTN technology.

“**Centrex Service**” means the service that is delivered to your Site, using the same access and mechanisms as PSTN technology, predominantly to replicate the features provided by small PBXs.

“**Channel**” means the capacity used for one telephone call.

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

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

“**Critical Care**” has the meaning given in Paragraph 16.1. Further details are set out in Section 14 of the BT Price List.

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

“**Customer Service Compensation Scheme**” or “**Compensation Scheme**” means the service level agreement set out in Part C and Section 49 of the BT Price List.

“**Daily Rate Rental Credit**” has the meaning given in Paragraph 22.1.1.

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

“**Digital Access Line**” means an Access Line that is delivered via 2 Megabit bearer Circuit(s), connected to your PBX, using DPNSS.

“**Digital Private Network Signalling System**” or “**DPNSS**” means a network protocol used on digital trunk lines for connecting to PBX.

“**Embark**” means a virtual private service for the transmission of voice, facsimile and voice band data either between Sites, from a Site(s) to any Business Group Site(s), or from a Site(s) to locations beyond the virtual private network and can be provided by a Digital Access Line or Centrex Access Line and may include a call pricing scheme. Further details are set out in Section 1, Part 20, Sub-part 2 of the BT Price List.

“**Featureline**” means an Access Line that provides similar functionality to a small telephone system (PBX) directly from BT’s telephone exchange, known as a Centrex Service and provides additional features as set out in the product handbook. Further details are set out in Section 1, Part 20, Sub-part 1 of the BT Price List.

“**Featureline Compact**” means an Access Line with in-built network features directly from BT’s telephone exchange, known as a Centrex Service. Further details are set out in Section 1, Part 20, Sub-part 1 of the BT Price List.

“**Featureline Corporate**” means a virtual private service for the transmission of voice, facsimile and voice band data either between Sites, from a Site(s) to any Business Group Site(s), or from a Site(s) to locations beyond the virtual private



network and can be provided by a Digital Access Line or Centrex Access Line and may include a call pricing scheme. Further details are set out in Section 1, Part 20, Sub-part 2 of the BT Price List.

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

**“Incident Repair Service Level”** has the meaning given in Paragraph 19.2.

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

**“Integrated Services Digital Network”** or **“ISDN”** means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

**“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.

**“ISDN2”** means an option of ISDN that you may choose that provides a minimum of two Channels and up to 60 Channels as set out in Section 1, Parts 24, 25 and 27 of the BT Price List.

**“ISDN30”** means an option of ISDN that you may choose that provides a minimum of eight Channels with no maximum as set out in Section 1, Parts 26 and 27 of the BT Price List.

**“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).

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

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

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

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

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

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

**“Minimum Period of Service”** means a period of 12 months beginning on the Service Start Date or if ordered after the Service Start Date, from the date the Access Line is made available to you, unless otherwise set out in an Order.

**“Network Terminating Equipment”** means the BT Equipment used to provide the Calls and Lines Service, either at the point of connection between the BT Network and the Access Line, or provided at the Site(s) for connection to the Network Terminating Unit.

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

**“On Time Delivery Service Level”** has the meaning given in Paragraph 18.1.

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

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

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

**“Prompt Care”** has the meaning given in Paragraph 16.1. Further details are set out in Section 14 of the BT Price List.

**“PSTN”** means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks. Further details are set out in Section 1, Part 2 of the BT Price List.

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

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

“**Service Care Level**” means the repair options set out in Paragraph 16.1.

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

“**Service Level**” means the On Time Delivery Service Level and the Incident Repair Service Level set out in Part C.

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

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

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

“**Standard Care**” has the meaning given in Paragraph 16.1. Further details are set out in Section 14 of the BT Price List.

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

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

“**Total Care**” has the meaning given in Paragraph 16.1. Further details are set out in Section 14 of the BT Price List.

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

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

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