

# Hardware Support

## Schedule to the General Terms

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### A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either of us', 'neither of us', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

### 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 a hardware support service, comprising:

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

### 2. Standard Service Components

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

#### 2.1 Fault repair

- 2.1.1 A fault repair service comprising the diagnosis and repair of faults that occur through normal usage of the Customer Equipment.
- 2.1.2 The Service Level to which the fault repair service will be provided in each case will be as set out in the Equipment Schedule.
- 2.1.3 You will report faults in the Customer Equipment as set out in Paragraph 11.
- 2.1.4 Following your fault report, BT will respond during Service Hours by:
  - (a) providing you with advice by telephone, including where appropriate advice as to tests and checks to be carried out by you;
  - (b) where possible, carrying out remote diagnostic checks from BT's premises; and
  - (c) where BT considers it necessary, and as soon as reasonably practicable, visiting the Site(s) where (a) and (b) do not diagnose or clear the fault.
- 2.1.5 BT may remove all or part of the Customer Equipment from the Site(s) for the purpose of inspection, testing or repair.
- 2.1.6 BT may provide you with a permanent replacement part, either new, repaired or refurbished, instead of repairing the defective part.
- 2.1.7 Where BT provides you with a permanent replacement part the part will become your property and the part it replaces will become BT's property. Where the replaced part is owned by someone else (for example a leasing company) ownership will pass between BT and them instead, as appropriate.
- 2.1.8 Where BT provides you with a temporary replacement part the replacement part will be BT Equipment and the provisions of Paragraph 7 in respect of BT Equipment will apply. BT will arrange provision of a permanent replacement part as soon as reasonably practicable.
- 2.1.9 The Service is limited to reinstatement of the Customer Equipment to the working condition prior to the fault occurrence. If set out in the Contract, the Service will also include reloading of your operating system to the manufacturer's default basic build condition. If the media required for reloading is not made available to BT at time of the original visit, BT may raise additional Charges for any subsequent visit required to complete the work.

2.1.10 BT may make use of new releases of embedded software to rectify known problems where this is permitted under the relevant software license agreement or support agreement.

2.1.11 If the Customer Equipment is or becomes End-of-Life, or where replacement parts are no longer available from the Customer Equipment Manufacturer or other authorised source, if in BT's reasonable opinion the Customer Equipment cannot be properly or economically serviced on the Site(s) BT will let you know that this is the case and BT may at BT's discretion withdraw the Service from any such Customer Equipment by giving you 30 days' Notice. Alternatively if you wish BT to refurbish or replace the Customer Equipment, BT will not give such Notice and you agree to accept all reasonable Charges associated with that refurbishment or replacement.

### 2.2 Confidence check

2.2.1 BT may carry out a confidence check, which will comprise the provision of maintenance of a minor nature which, in BT's opinion, is necessary from time to time to keep the relevant Customer Equipment in reasonable operating condition.

2.2.2 Confidence checks will be performed at agreed times within Service Hours at an interval BT considers necessary but in any event will be limited to a maximum of one Site visit in any 12-month period.

2.2.3 Confidence checks do not normally include major repair or replacement but may be carried out as part of a major repair or replacement.

### 3. Service Options

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

#### 3.1 Return to service ("RTS")

3.1.1 RTS is limited to Customer Equipment of the following type: servers, PCs and laptops and subject to Paragraph 4.2.2, will provide reinstatement of functionality following hardware repair comprising (as appropriate):

- (a) reload of base software build;
- (b) verification of network connectivity;
- (c) verification that any directly connected devices, e.g. printers, are operational;
- (d) reload of software applications as set out in the Contract and commencement of data restoration.

3.1.2 Unless otherwise agreed, you will provide all information and data in a timely manner and in a suitable format that BT may reasonably require to perform the Service.

3.1.3 RTS will commence on completion of the hardware repair and will be limited to a maximum of two hours.

3.1.4 RTS will be excluded from any service measurement data relating to the hardware repair.

#### 3.2 Desk-side support ("DSS")

3.2.1 DSS provides you with an engineer at the Site(s) to resolve at the desk-side Incidents which cannot be resolved either remotely or by telephone.

3.2.2 Examples of tasks that may be performed under DSS include, but are not limited to:

- (a) software configuration;
- (b) software reload;
- (c) user 'how do I?' queries;
- (d) assistance with copy or export of files;
- (e) limited support of business applications (reload where image exists);

- (f) hands and eyes for remote support;
  - (g) printer functionality;
  - (h) physical checks, i.e. cables and connectivity;
  - (i) reboot/hard reset;
  - (j) restore manufacturer's defaults.
- 3.2.3 DSS will be limited to a maximum of two hours.
- 3.2.4 DSS will be excluded from any service measurement data relating to any associated hardware repair.

#### 4. Service Management Boundary

- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 Unless otherwise set out in any applicable Order, the Service does not include:
- 4.3.1 consumables, accessories, parts intended by the Customer Equipment Manufacturer to require periodic replacement;
  - 4.3.2 printer accessories, for example, additional paper bins and duplex units, switch boxes and paper trays;
  - 4.3.3 printer consumables, for example, print heads, toner cartridges, ink, paper, developer units, fuser assemblies, printer maintenance kits, paper pick up/feed rollers/transfer rollers fuser cleaning brushes, plotter pens, ribbons, ribbon guards, thermal films, OPC belts (QMS lasers), transfer belts on colour printers, ozone filters and thermal transfer heads and any other items identified as consumable or requiring periodic replacement by the Customer Equipment Manufacturer;
  - 4.3.4 cables;
  - 4.3.5 batteries (including CMOS and cache batteries) which directly power a machine when not on mains power;
  - 4.3.6 CD ROM caddies;
  - 4.3.7 cathode ray tubes;
  - 4.3.8 LCD, TFT and plasma screens outside warranty;
  - 4.3.9 removable storage media (apart from removable hard drives in laptops (one per unit) and servers);
  - 4.3.10 electrical work external to the Customer Equipment or maintenance of accessories, alterations, attachments or other equipment not set out in the Contract;
  - 4.3.11 any patching or fixing of operating systems or applications software of any sort or an engineer attending the Site(s) to install Software unless required as part of a repair to the Customer Equipment;
  - 4.3.12 failures due to manufacture or design defects over which BT has no control;
  - 4.3.13 work where the configuration of the Customer Equipment has been changed or additional hardware has been added to the Customer Equipment without BT's knowledge;
  - 4.3.14 preventive maintenance, except as set out in Paragraph 3.3;
  - 4.3.15 refurbishment or repair of casings or outer surfaces;
  - 4.3.16 tape drive/library faults caused by tape jamming in the mechanism and all faults relating to worn media;
  - 4.3.17 tape drive/library faults caused by failure to follow manufacturer recommendations regarding user maintenance;

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- 4.3.18 the reinstatement of customised versions of the standard desktop/operating system or the reinstatement of your application software and data files;
  - 4.3.19 additional visits and associated costs of providing discs caused by your failure to provide the necessary copies of operating systems, application programs or data files required for BT to complete the Service to the level set out in the Contract; or
  - 4.3.20 calls which result in a “no fault found” report.
- 4.4 In all circumstances set out in Paragraph 4.3 above BT may, if you ask BT to do so, attempt to resolve the fault on a reasonable endeavours basis but the work will be excluded from all service measurement data. Such work will also be chargeable at BT’s standard rates for parts and labour.

### 5. Service Exclusions

- 5.1 The Service does not cover:
- 5.1.1 work at heights above three metres;
  - 5.1.2 work at your request outside the Service Hours;
  - 5.1.3 an engineer attending the Site(s) to install Software unless required as part of a repair to the Customer Equipment;
  - 5.1.4 repair, replacement or rerouting of any of your wiring or cabling or provision of additional wiring and cabling;
  - 5.1.5 any loss or degradation of performance resulting from any change to the electrical, electromagnetic or physical environment in which the Customer Equipment operates, for example, in the case of wireless equipment, radio frequency interference, tree growth, new or altered buildings or structures or any other materials obstructing either permanently or temporarily the line of sight of a wireless link; or
  - 5.1.6 loss of Customer generated software programmes, data and information.
- 5.2 The Service does not cover faults arising where:
- 5.2.1 the Customer Equipment has been modified without BT’s approval or which has been subjected to unusual physical or electrical stress;
  - 5.2.2 adjustment, repair or parts replacement is required because of accident, neglect, operator error, misuse, failure of or change in electrical power, air conditioning, humidity control, failure of storage media, transportation, use of parts not obtained from the Customer Equipment Manufacturer or other authorised source, or causes other than normal usage;
  - 5.2.3 the Customer Equipment is serviced, amended or adjusted, or if attempts to repair or service the Customer Equipment are made other than by BT’s approved personnel or without BT’s prior approval;
  - 5.2.4 the Customer Equipment is removed from its location of initial installation and/or reinstalled without prior notification to BT;
  - 5.2.5 the Service includes remote support, and communication with the Customer Equipment is prevented by the failure of a telecommunications facility;
  - 5.2.6 the item reported as faulty is not set out in the Contract;
  - 5.2.7 the Customer Equipment was, in BT’s reasonable opinion, faulty or operating in an unstable manner prior to the commencement of the Service; or
  - 5.2.8 the Customer Equipment is subject to a failure for which the manufacturer/design authority has no known solution.

### 6. Associated Services

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

### 7. Equipment

#### 7.1 BT Equipment

Where BT provides BT Equipment:

- 7.1.1 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.
- 7.1.2 Where BT Equipment is placed on the premises of a third party at your request you will be responsible for the BT Equipment as if it were placed on your Site(s).

#### 7.2 Use of BT Equipment

In relation to BT Equipment, you will:

- 7.2.1 keep the BT Equipment safe and without risk to health;
- 7.2.2 only use the BT 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;
- 7.2.3 not move the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 7.2.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment, nor permit any person (other than a person authorised by us) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments will become part of the BT Equipment;
- 7.2.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- 7.2.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
- 7.2.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
- 7.2.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 7.2.9 indemnify BT against all Claims, losses, costs or liabilities arising from your use of the BT Equipment or where the BT Equipment is damaged, stolen or lost;
- 7.2.10 where there is a threatened seizure of the BT Equipment, or anything listed in Clause 18.3 of the General Terms applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
- 7.2.11 notify any interested third parties that BT owns the BT Equipment.

#### 7.3 WEEE Directive

- 7.3.1 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**").
- 7.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 7.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 7.3.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 7.3.4 You will indemnify BT against any Claims, losses, costs or liabilities that BT incurs due to your failure to comply with your express or implied obligations in accordance with this Paragraph 7.3 or in connection with the WEEE Directive.

### 8. Specific Terms

#### 8.1 Amendments to the General Terms

8.1.1 Clauses 3.2 and 3.3 of the General Terms are deleted.

8.1.2 The definition of Effective Date given in the General Terms is deleted and replaced with the following:

**“Effective Date”** means the date BT accepts your Order either expressly or, in the absence of express acceptance, impliedly by BT’s provision of the Service including the making of a commitment on any third party supplier by BT in anticipation of providing the Service.

#### 8.2 Termination for convenience

For the purposes of Clause 17 of the General Terms and subject to Paragraph 13 of this Schedule, either of us may, at any time after the Service Start Date and without cause, terminate the Contract, the Service or any applicable Order by giving 90 days’ Notice to the other.

#### 8.3 Renewal

8.3.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 90 days before the end of the Initial Period or a Renewal Period (**“Notice of Non-Renewal”**), at the end of the Initial Period or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.

8.3.2 In the event that one of us gives a Notice of Non-Renewal, BT will cease delivering the Service at the end of Service Hours on the last day of the Initial Period or subsequent Renewal Period, as applicable.

8.3.3 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Initial Period and each Renewal Period (**“Notice to Amend”**).

8.3.4 Within 21 days of any Notice to Amend, you will provide BT Notice:

- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
- (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Initial Period or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
- (c) terminating the Contract at the end of the Initial Period or Renewal Period, as applicable.

8.3.5 If we have not reached agreement in accordance with Paragraph 8.3.4(b) by the end of the Initial Period or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless you elect to give Notice in accordance with Paragraph 8.3.4(c), or BT may give Notice of termination, in which case BT will cease delivering the Service at the end of Service Hours on the last day of the Initial Period or subsequent Renewal Period, as applicable.

#### 8.4 EULA

8.4.1 Where the Service includes Software that is licensed by a third party who requires you to accept their terms of use, BT will only provide the Service if you have entered into an end user licence agreement with the relevant third party, as may be amended or supplemented from time to time by the relevant third party (**“EULA”**).

8.4.2 By accepting the terms of the EULA you acknowledge their conditions and agree to observe and comply with them for any and all use of the Service.

8.4.3 If you do not comply with or observe the EULA, BT may restrict or suspend the Service upon reasonable Notice and Clause 15 of the General Terms will apply to any restriction or suspension of the Services in accordance with this Paragraph 8.4.

- 8.4.4 You will accept responsibility in accordance with the terms of the EULA for the use of the Software.
- 8.4.5 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA will be between you and the relevant third party.
- 8.4.6 You will deal with the relevant third party with respect to any loss or damage suffered by you or the relevant third party under the EULA and such loss or damage will not be enforceable against BT.
- 8.4.7 Where the EULA is presented in the form of a 'click to accept' type function and BT configures or installs Software on your behalf you give BT the authority to bind you to the EULA.

### 8.5 TUPE

It is not intended that the provision of the Service be a relevant transfer of an undertaking under the Transfer of Undertakings (Protection of Employment) Regulations 2006 as updated, amended or replaced from time to time ("TUPE") and that the provisions of TUPE will not apply at the start of the Service.

### 8.6 Freedom of information

- 8.6.1 BT will mark any Confidential Information given to you in connection with the Contract "In Confidence" and you will not disclose such Confidential Information to any person without BT's consent.
- 8.6.2 BT believes that such information will be exempt from the duty to confirm or deny, and from disclosure, under the Freedom of Information Act 2000.
- 8.6.3 Where you receive a request in accordance with the Freedom of Information Act 2000 that encompasses any information you hold in connection with the Contract, you will provide BT Notice, to the extent lawfully possible, of the request and you will allow BT at least 10 Business Days in which to make representations.



## Part B – Service Delivery and Operation

### 9. BT's Obligations

#### 9.1 Service delivery

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

- 9.1.1 provide you with contact details for the Service Desk; and
- 9.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and which you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract.

#### 9.2 During operation

On and from the Service Start Date, BT will provide the Service to you as set out in this Schedule.

#### 9.3 The end of the Service

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

- 9.3.1 will, at your request, provide you with inventory information from BT's system (typically including the asset serial number, model number and asset name of each item of Customer Equipment) relating to the Service provided at the Site(s) in a format that BT reasonably specifies; and
- 9.3.2 may disconnect and remove any BT Equipment located at the Site(s).

### 10. Your Obligations

#### 10.1 Service delivery

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

- 10.1.1 provide BT with the names and contact details of the Customer Contact), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 10.1.2 provide BT with any information that BT may reasonably require without undue delay;
- 10.1.3 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 10.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 10.1.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s); and
- 10.1.6 if BT provides BT Equipment, prepare and maintain the Site(s) for the installation of BT Equipment, including:
  - (a) provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and 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 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(s) for the operation and maintenance of the Service or BT Equipment at such points and with such connections as BT specifies, and in order to mitigate any Service interruption resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
- (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

### 10.2 During operation

On and from the Service Start Date, you will:

- 10.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 10.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;
- 10.2.3 provide BT with reasonable and timely access to the Site(s), the Customer Equipment and the BT Equipment (if any) during Service Hours, or as otherwise agreed, for the purposes of the Contract;
- 10.2.4 care for and use the Customer Equipment in accordance with any of BT's or the Customer Equipment Manufacturer's instructions and use it only for the purpose for which it was designed;
- 10.2.5 provide an appropriate number of suitably skilled personnel at the Site(s) during the provision of remote technical advice by BT or during a visit by an engineer to assist with investigation and resolution of any fault;
- 10.2.6 cooperate in diagnosing faults by carrying out any diagnostic and test routines requested by BT or included in the Customer Equipment Manufacturer's instructions and allow BT to carry out remote diagnostic tests, where appropriate;
- 10.2.7 not repair, adjust, or modify the Customer Equipment without BT's written consent. However you may make configuration changes in accordance with and within the limits specified in the Customer Equipment Manufacturer's customer documentation. You will let BT know of any such configuration changes;
- 10.2.8 ensure that mains power, power connections, fuses, interface, communications software, data terminal equipment interconnected to the Customer Equipment and line connections are not defective;
- 10.2.9 ensure that the built-in or supplied diagnostic facilities for the Customer Equipment have been used in accordance with the Customer Equipment Manufacturer's instructions;
- 10.2.10 ensure that where an update of Software or any part of it is licensed by a third party who requires you to accept their terms of use, your use of the Software will be subject to your acceptance of those terms of use whether or not in the form of a separate end user licence agreement, and you will keep to those terms;
- 10.2.11 either not use any Software provided under the Contract with any equipment other than the Customer Equipment registered with BT for the Service or pay any additional licence, audit or other fees associated with such Software for such use;
- 10.2.12 make regular back-ups of configurations and data adequate for your purposes and to store, archive and maintain those back-ups in accordance with good industry practice;
- 10.2.13 provide a suitable means of remote access to the Customer Equipment; and
- 10.2.14 be responsible for the security and proper use of all user identifications and passwords used in connection with the Service (including changing passwords on a regular basis) and will take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people. You will immediately let BT know if there is any reason to believe that a user identification or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

### 10.3 The end of the Service

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

- 10.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
- 10.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 10.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 10.3.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- 10.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

### 11. Notification of Incidents

11.1 Where you become aware of an Incident:

- 11.1.1 the Customer Contact will report it to the Service Desk;
- 11.1.2 BT will give you a Ticket;
- 11.1.3 BT will let you know when it believes the Incident is cleared, and will close the Ticket when:
  - (a) you confirm that the Incident is cleared within 24 hours after having been informed; or
  - (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours following BT's attempt to contact you.

11.1.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

11.2 At the time of reporting an Incident you will provide all information reasonably necessary to verify your entitlement to receive the Service, and where appropriate, for remote diagnostic work to begin. This information may include: a valid contract number; a contact name, telephone number or email for providing updates; equipment serial numbers; a detailed description of any fault and the results of any investigative work already carried out by you. You will also let BT know if there are any access restrictions that may prevent the engineer from accessing the Customer Equipment safely in addition to any Site specific induction course or security requirement you may have already Notified BT about as set out in Paragraph 10.1.5.

11.3 BT will use the contact details given at the time of reporting an Incident to advise you of the progress being made to clear any fault. BT will continue to use these contact details for the duration of the Incident unless advised otherwise.

11.4 If you choose a Service where the Service Hours are not 24 hours a day, seven days a week, a report made by you:

- 11.4.1 before the start of Service Hours on any Business Day will be treated as having been received at the start of Service Hours for that Business Day;
- 11.4.2 after the end of Service Hours on any Business Day will be treated as having been received at the start of Service Hours on the next Business Day.

### 12. Invoicing

12.1 BT will invoice you for the Charges for the Service as set out in Paragraph 12.2 in the amounts and currency specified in any Orders.

12.2 Unless stated otherwise in an applicable Order, BT will invoice you for:

- 12.2.1 Recurring Charges, annually in advance; and
- 12.2.2 any Termination Charges incurred in accordance with Paragraph 13 upon termination of the relevant Service.

12.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:

- 12.3.1 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;
- 12.3.2 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
- 12.3.3 additional Charges where you request additional services or where, in BT's reasonable opinion, such Charges are necessary as a result of your instructions, or the incompleteness or inaccuracy of information provided by you. BT will let you know in writing of these additional Charges.

### 13. Charges at the End of the Contract

If you exercise your right in accordance with Clause 17 of the General Terms to terminate for convenience the Contract, the Service or any applicable Order:

13.1 you will pay BT:

- 13.1.1 all outstanding Charges for Service rendered;
- 13.1.2 any additional amounts due under the Contract;
- 13.1.3 any other Charges set out in any applicable Order; and
- 13.1.4 if you terminate during the first 12 months of the Initial Period, Termination Charges, as compensation, equal to:
  - (a) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Initial Period; and
  - (b) any additional sums paid or payable by BT to any third party supplier in anticipation of the remainder of the Initial Period; or
- 13.1.5 if you terminate after the first 12 months of the Initial Period or during a Renewal Period, Termination Charges, as compensation, equal to:
  - (a) 30 per cent of the Recurring Charges for any remaining months of the then current 12 month period (measured from the Service Start Date) of the Initial Period or the Renewal Period; and
  - (b) any additional sums paid or payable by BT to any third party supplier in anticipation of the remainder of the Initial Period or the Renewal Period.

13.2 BT will refund to you any money you have paid in advance after first deducting any money due to BT under the Contract.

### 14. Service Amendment

14.1 You may request, by giving BT Notice, a change to:

- 14.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
- 14.1.2 the Service at any time after the Service Start Date.

14.2 If you exercise your right under Paragraph 14.1, and except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:

- 14.2.1 the likely time required to deliver the changed Service; and
- 14.2.2 any changes to the Charges due to the changed Service.

14.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 14.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.

14.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional one-time or Recurring Charges.

### Part C – Service Levels

#### 15. Service Levels

15.1 BT will provide you with a document that sets out the Customer Equipment covered by the Service together with the relevant Service Hours and Charges ("**Equipment Schedule**").

15.2 The target performance level for the Service will be as set out in the Equipment Schedule ("**Service Level**").

15.3 The Service does not include any Service Credits.

### Part D – Defined Terms

#### 16. Defined Terms

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

“**CD ROM**” means compact disc read-only memory.

“**CMOS**” means complementary metal-oxide semiconductor.

“**Customer Contact**” means any individuals authorised to act on your behalf for Service management matters.

“**Customer Equipment**” means any equipment including any Purchased Equipment and any software, other than BT Equipment, that is the subject of the Service.

“**Customer Equipment Manufacturer**” means the manufacturer of the Customer Equipment.

“**DSS**” has the meaning given in Paragraph 3.2.

“**Effective Date**” has the meaning given in Paragraph 8.1.2.

“**End-of-Life**” means no longer available from the Customer Equipment Manufacturer and may be no longer be supported directly by the Customer Equipment Manufacturer.

“**Equipment Schedule**” has the meaning given in Paragraph 15.1.

“**EULA**” has the meaning given in Paragraph 8.4.1.

“**General Terms**” means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at [www.bt.com/terms](http://www.bt.com/terms), and form part of the Contract.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the performance of the Customer Equipment.

“**LCD**” means liquid crystal diode.

“**Initial Period**” means the initial period of time over which BT will provide the Service for which a fixed Charge has been agreed as set out in any applicable Order; beginning on the Service Start Date and ending at the end of Service Hours on the last day.

“**Notice of Non-Renewal**” has the meaning given in paragraph 8.3.1.

“**Notice to Amend**” has the meaning given in paragraph 8.3.3.

“**OPC**” means organic photo conductor.

“**PC**” means personal computer.

“**QMS**” means a Customer Equipment Manufacturer who manufactures laser printers.

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

“**Renewal Period**” means for each Service, the 12 month period following expiry of the Initial Period, and each subsequent 12 month period.

“**RTS**” has the meaning given in Paragraph 3.1.

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

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

“**Service Hours**” means the hours of operation for each Service as set out in the Equipment Schedule.

“**Service Level**” has the meaning given in Paragraph 15.2.

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

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

**“Service Request”** means a request for information, advice or to request software.

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

**“TFT”** means thin film transistor.

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

**“WEEE”** has the meaning given in Paragraph 7.3.1.

**“WEEE Directive”** has the meaning given in Paragraph 7.3.1.