

# Service Schedule for BT Business Broadband Voice Service

---

## 1. SERVICE DESCRIPTION

### Service Overview

- 1.1 The Service provides the facility to make or receive a Call (or both) using a suitably enabled broadband line in the United Kingdom and any related services or features listed in the Broadband Voice User Guide and / or the BT Price List that BT agrees to provide to the Customer under this Contract.
- 1.2 The BT Office Communicator software application is included within the tariff as an optional download. Details of the technical specification including limitations are available at <http://business.bt.com/broadband-and-internet/internet-communication/office-communicator/>
- 1.3 BT aims to provide a continuous Service to the Customer, but the Service may impair, or be impaired by, the uploading or downloading of data and / or the making or receiving of simultaneous Calls using the same broadband enabled connection, or by other circumstances beyond its reasonable control.

### Service Start Date

- 1.4 BT will try to provide the Service at the Site by the date agreed with the Customer. If the Customer later moves from the Site and BT is able to provide the Service at the Customer's new address, then the Contract with BT will continue.

### Minimum Period

- 1.5 The Minimum Period is the first 12 months of the Service unless otherwise specified in the BT Price List.

## 2. SERVICE LEVELS

### Fault Repair

- 2.1 BT will use all reasonable endeavours to correct any reported faults as soon as reasonably practicable.
- 2.2 In accordance with clause 2.9 of the Conditions, BT's normal hours of work are 8am to 5pm on Working Days.

## 3. RESPONSIBILITIES OF THE CUSTOMER AND BT

### General

- 3.1 In order for BT to provide the Service, the Customer will need:-
- (a) a suitably enabled BT Business Broadband connection; and
  - (b) the Customer Equipment set out in the Broadband Voice User Guide and / or the BT Price List as applicable.
- 3.2 The Customer may only access the Service through the software provided and must not attempt to circumvent any security measures.
- 3.3 BT may update the software during the Contract. The Customer agrees to download the updated software in accordance with BT's instructions, as soon as BT informs the Customer to do so. Failure to do so may impair the Customer's ability to use the Service. The terms and conditions of this Contract will apply to any updated software.
- 3.4 The Customer accepts that nobody must advertise the phone number for the Service in or on a BT phone box without BT's consent. If this happens, BT may suspend the Service or end this Contract but BT will write to the Customer before taking this action.
- 3.5 The Customer must immediately inform BT of any changes to the Customer Information.
- 3.6 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer must not, without BT's prior written consent, copy manuals or documentation or permit anyone else to do so.

### Customer Equipment

- 3.7 Unless otherwise agreed, the Customer will need to install the Customer Equipment and, where required, download the BT Office Communicator software and any other BT provided software.
- 3.8 If any Customer Equipment is lost, stolen or likely to be used in an unauthorised manner the Customer will be responsible for any charges incurred until the Customer has informed BT.

## Service Schedule for BT Business Broadband Voice Service

---

### 4. CHARGES

#### General

- 4.1 The Customer must pay the charges for the Service which are set out in the BT Price List (or as otherwise agreed).
- 4.2 Payment is due within 28 days of the date of BT's bill or, if payment is made by direct debit or monthly payment plan, by the due date specified on BT's bill.
- 4.3 Unless otherwise agreed by the Customer, payment will not be made by direct debit or monthly payment plan.
- 4.4 The payment processing fee (if applicable) is specified in the BT Price List.
- 4.5 Clause 4.10 of the Conditions will not apply to this Service.

#### Cancellation Charges

- 4.6 The cancellation charge referred to in clause 6.1 of the Conditions will be equal to the costs that BT has incurred in respect of any work done or money spent in getting ready to provide the Service. BT will take reasonable steps to limit the amount of its costs.

#### Early Termination Charges

- 4.7 The termination charges referred to in clause 6.5 of the Conditions will be as set out in the BT Price List.

### 5. ADDITIONAL CONDITIONS

#### Emergency Calls

##### IMPORTANT

- 5.1 The ability to make 999 or 112 emergency calls cannot be guaranteed. If the Customer uses the Service to make emergency calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated. Emergency calls may fail if there is a power failure or broadband connection failure. Wherever possible, alternative arrangements should be made and a primary telephone line maintained.

It will not be possible to make 999 or 112 emergency calls if BT has suspended or interrupted the Service for any reason.

#### Power or Broadband Failure

- 5.2 The Service will not work in the event of a power failure or a broadband connection failure.

#### IP Phones included within the rental tariff

- 5.3 Risk in IP Phones rented from BT passes to the Customer at the time of delivery, but the Customer will not be liable for any loss or damage to the extent that it is caused by BT's negligence.
- 5.4 Title in IP Phones rented from BT remains with BT until such time as specified in the BT Price List. Until title passes, the Customer undertakes not to sell, lease, charge, assign by way of security or otherwise deal in or encumber in any way. Title in any software shall not pass to the Customer under any circumstances.

- 5.5 A warranty is provided on IP Phones included within the rental tariff. Details of the warranty are set out in the BT Price List.

#### Fair Use Policy

- 5.6 The Customer must use the Service in accordance with the Fair Use Policy. If the Customer does not do so, BT may take the action set out in the Fair Use Policy.

#### Limit of Liability

- 5.7 The limit of liability under clause 7.2 of the Conditions is:
- (a) £1,000,000 for loss or damage to the Customer's physical property; and
  - (b) £250,000 for all other direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months.

#### Resale

- 5.8 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

#### Use of the Service

## Service Schedule for BT Business Broadband Voice Service

---

5.9 Nobody must use the Service in a way that does not comply with any instructions BT has given to the Customer.

### Ending the Contract

5.10 Clause 6.2 of the Conditions is replaced with the following:

The Contract or the Service can be ended by either party on 30 days written notice to the other.

### Automatic termination of Contract

5.11 This Contract will automatically end if the Customer's contract for BT Business Broadband used with the Service is terminated. Early termination charges will be payable if this results in the Service being terminated during the Minimum Period unless the contract for BT Business Broadband is terminated for the reasons set out in clause 6.5 (a) to (d) of the Conditions for BT Business Services associated with that contract.

## 6. DEFINITIONS

In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:

**Broadband Voice User Guide** the document detailing how the broadband voice part of the Service may be used, which can be seen at [http://btbusiness.custhelp.com/app/answers/detail/a\\_id/11817/c/426,2348,1038,1262](http://btbusiness.custhelp.com/app/answers/detail/a_id/11817/c/426,2348,1038,1262)

**BT Office Communicator** the software application that enables a Call to be made and received through a PC via the Internet and is more fully described at <http://business.bt.com/broadband-and-internet/internet-communication/office-communicator/>

**BT Price List** the document containing a list of BT's charges and terms that apply to the Service and which can be seen at: <http://www.bt.com/pricing> (or any other on-line address that BT may advise the Customer) and which forms part of the Contract.

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

**Customer Information** the information which the Customer provides to BT when registering for the Service.

**Fair Use Policy** BT's fair use policy set out in the BT Price List.

**Service** the Broadband Voice service detailed in this Schedule.