1. **SERVICE DESCRIPTION**

1.1 The Service provides the facility to make or receive a Call (or both) using a PBX and a suitably enabled Access Service in the United Kingdom and any related services specified in the BT Price List or user guide that BT agrees to provide to the Customer under the Contract.

1.2 Further information, including details of features, requirements and limitations, is available in the user guide or other instruction or guidance documents set out on bt.com at http://www.bt.com/btsiptrunks (or any other url that BT advises to the Customer).

1.3 BT aims to provide a continuous Service to the Customer but this is subject to correct dimensioning (including the number of channels) of the Access Service to support the Customer's voice and data usage and/or the configuration and performance of Customer Equipment.

### Service Start Date

1.4 The Service Start Date is the date on which the Service is first made available to the Customer, or the date on which the Customer first uses the Service or part of the Service, whichever occurs first.

### Minimum Period

1.5 The Minimum Period is 12 months, or any other period shown in the BT Price List, as agreed between the Customer and BT.

1.6 Upon expiry of the Minimum Period, the Contract will continue until terminated by either party in accordance with the provisions of the Contract and the Customer will pay the revised charges specified in the BT Price List.

2. **SERVICE LEVELS**

#### Installation

2.1 A compensation scheme for failure to port an existing number from the previous supplier is available and the details are set out in Section 56, Part 18 of the BT Price List.

2.2 Subject to paragraph 2.1 above, BT will try to provide the Service at the Site by the date agreed with the Customer but all dates are estimates.

#### Fault Repair

2.3 The Customer must report a fault in the Service by telephoning the number specified on the order form or any other number BT may provide to the Customer. The Customer will at the time of the report provide BT with a contact telephone number to enable BT to update the Customer on the progress being made to clear the fault.

2.4 BT will use all reasonable endeavours to correct any reported faults in the Service as soon as reasonably practicable.

2.5 In accordance with clause 2.9 of the Conditions, BT's normal hours of work are 8am to 6pm on Working Days.

2.6 If BT does work to correct a reported fault in the Service and finds that there is none, BT may charge the Customer for that work at BT's applicable hourly rate as detailed in the BT Price List.

2.7 Following initial fault diagnosis by BT, faults that in BT’s opinion are not attributable to the Service, will be referred back to the Customer.

3. **RESPONSIBILITIES OF THE CUSTOMER**

3.1 In order for BT to provide the Service, the Customer will need:

   (a) a PBX which BT agrees is suitable for the provision of the Service;
   
   (b) a suitably enabled Access Service;
   
   (c) a BTnet router;
   
   (d) a BT SIP Gateway if the PBX referred to in (a) above is not an Internet Protocol enabled PBX; and
   
   (e) a suitable Local Area Network infrastructure.

3.2 It is the Customer's responsibility to ensure uninterrupted mains power is supplied to the PBX and any peripheral equipment. Failure to do so may impact 999/112 Emergency Services call continuity in the event of a mains power failure.

3.3 The Customer must not:
5.1 The ability to make 999 or 112 emergency calls and the quality of service cannot be guaranteed.

5.2 Emergency calls may fail if there is a failure of the mains power or Access Service (or both) at the Site.

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

5.4 If an emergency call is made, the location information received by the emergency services will be limited to the billing address of the primary Business PSTN telephone number which may not be the location from which the call originated.

5.5 The Customer is responsible for ensuring that PBX extension calls destined for the 999/112 Services have an origin appropriate to the Emergency Services recognised origin's geography.

5.6 Wherever possible, alternative arrangements should be made and a primary (fixed PSTN) telephone line maintained.

**Power or Access Service Failure**

5.7 The Service will not work in the event of a failure of the mains power or Access Service (or both) at the Site.

**Fair Use Policy**

5.8 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.

**Limits of Liability**

5.9 The limit of liability under clause 7.2 of the Conditions will be:

(a) £1,000,000 for loss or damage to the Customer's physical property;

(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

5.10 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.

Ending the Contract

5.11 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.

6. DEFINITIONS

In this Service Schedule, the following terms have the meaning shown next to them.

Access Service voice enabled BTnet (BT 21st century network) or other access service set out in the BT Price List.

BT Price List the document containing a list of BT’s charges and terms which can be seen at: http://www.bt.com/pricing (or any other on-line address that BT may advise the Customer).

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.

PBX Private Branch Exchange approved by BT as being suitable for use with the Service.

Service the BT SIP Trunk service provided by BT Retail Business as described in the Schedule.