



# Closed Circuit Television Service Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', '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.

## Part A – The Service

### 1 Service Summary

BT will provide you with a Closed Circuit Television Service which allows you to receive a closed circuit television ("CCTV") signal using either BT's analogue, digital and/or wireless Circuits and which conveys a telecommand signal in a variety of data formats, comprising any of the Service Options as set out in any applicable Order, (the "Service").

### 2 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 set out in that Order:

#### 2.1 RS1000 Remote Surveillance Service

2.1.1 The RS1000 Remote Surveillance Service is a cable delivered CCTV service for remote monitoring and surveillance.

2.1.2 The RS1000 Remote Surveillance Service comprises real-time PAL television Circuit(s) from customer-site 'A' to customer-site 'B' and auxiliary asynchronous-data and audio Circuits for telecommand purposes.

2.1.3 BT will provide you with the following standard features:

- (a) 625 line PAL video;
- (b) 2 or 4-wire presented audio;
- (c) data in a variety of data formats e.g. RS232, RS422, RS485 at speeds up to 38.4 kbit/s; and
- (d) a Service Desk.

2.1.4 The RS1000 Remote Surveillance Service will have a Minimum Period of Service of 12 or 36 months from the Service Start Date depending upon the Minimum Period of Service that you agree to when you order the Service and as set out in the Order.

#### 2.2 RS1000D Remote Surveillance Service

2.2.1 The RS1000D Remote Surveillance Service provides one or more Ethernet data channels to facilitate communication between customer-site 'A' and customer-site 'B'.

2.2.2 BT will provide you with the following standard features:

- (a) 100-1000 Mbit/s Ethernet data channel capacity; and
- (b) a Service Desk.

2.2.3 The digital RS1000D Remote Surveillance Service Option can be provided as an overlay with the analogue RS1000 Remote Surveillance Service Option (it shares the same fibre), or can be provided as a stand-alone digital-only service.

2.2.4 Four RS1000D Remote Surveillance Service configurations are available:

- (a) Ethernet bridge service, single 100Mbit/s channels, single 10/100BASE-T port presentation. Tagged and untagged Ethernet frames are supported;
- (b) Ethernet switch service, one to ten 100Mbit/s channels, 10/100BASE-T access port presentation per channel. Only untagged Ethernet frames are supported;
- (c) Ethernet switch service, single 100-1000 Mbit/s channel, single 1000BASE-T trunk port presentation. Tagged and untagged Ethernet frames are supported (limited VLAN ID range); and
- (d) Ethernet switch service, 2x 1000 Mbit/s channels, 1000 BASE-T trunk port presentation per channel, both channels presented as a single LAG using LACP to negotiate the members of the LAG bundle. Tagged and untagged Ethernet frames are supported (limited VLAN ID range).

2.2.5 The RS1000D Remote Surveillance Service will have a Minimum Period of Service of 12, 36 or 60 months from the Service Start Date depending upon the Minimum Period of Service that you agree to when you order the Service and as set out in the Order.

#### 2.3 RS1000 Remote Surveillance Service and RS1000D Remote Surveillance Service Camera Bundle

2.3.1 If you have purchased or are purchasing either the RS1000 Remote Surveillance Service or the RS1000D Remote Surveillance Service you have the option to purchase a camera(s).



- 2.3.2 The camera(s) provides the following functionality:
- (a) analogue or IP;
  - (b) SD/HD images;
  - (c) PTZ control (static fixed lens cameras are also available);
  - (d) low-light capability (IP only);
  - (e) standard bracketry;
  - (f) power supply; and
  - (g) other capabilities depending on the make/model of camera.
- 2.3.3 The camera(s) provide resistance to vandalism, water ingress and weather.
- 2.4 **Point to Point Ethernet Service**
- 2.4.1 The Point to Point Ethernet Service comprises a high speed point to point Ethernet data Circuit between customer Site 'A' and customer site 'B'.
- 2.4.2 The Point to Point Ethernet Service cannot be provided at roadside cabinets or in hostile environmental conditions.
- 2.4.3 There are three bandwidth options for the Point to Point Ethernet Service:
- (a) 10Mbit/s;
  - (b) 100Mbit/s; and
  - (c) 1Gbit/s.
- BT will provide you with the bandwidth for the Point to Point Ethernet Service as set out in the Order.
- 2.4.4 BT will provide you with the following standard features:
- (a) for 10Mbit/s bandwidth option, a single 10BaseT interface, RJ-45 connector;
  - (b) for 100Mbit/s bandwidth option, a single 100BaseTX interface, RJ-45 connector;
  - (c) for 1000Mbit/s bandwidth option, a single 1000BaseLX (SMF) or 1000BaseSX (MMF) interface (as set out in any applicable Order), dual LC connectors; and
  - (d) a Service Desk.
- 2.4.5 You cannot combine the Point to Point Ethernet Service with or use the Point to Point Ethernet Service in conjunction with any other Service Option set out in this Schedule.
- 2.4.6 The Point to Point Ethernet Service will have a Minimum Period of Service of 12 or 36 months from the Service Start Date depending upon the Minimum Period of Service that you agree to when you order the Service and as set out in the Order.
- 2.5 **BT Redcare CCTV Wireless Service**
- 2.5.1 The BT Redcare CCTV Wireless Service is a partially or wholly wirelessly delivered CCTV service for remote monitoring and surveillance.
- 2.5.2 BT will provide you with the following standard features:
- (a) MPEG4 coding;
  - (b) variable frame rates and resolutions up to 25 frames per second;
  - (c) 4CIF to QCIF;
  - (d) 2 or 4-wire presented audio;
  - (e) data in a variety of data formats e.g. RS232, RS422, RS485 at speeds up to 38.4 kbit/s; and
  - (f) a Service Desk.
- 2.5.3 You cannot select the BT Redcare CCTV Wireless Service Option unless you have purchased or are purchasing either the RS1000 Remote Surveillance Service or RS1000D Remote Surveillance Service.
- 2.5.4 The BT Redcare CCTV Wireless Service will have a Minimum Period of Service of 12 or 36 months from the Service Start Date depending upon the Minimum Period of Service that you agree to when you order the Service and as set out in the Order.
- 2.6 **BT Redcare CCTV Wireless Service plus camera**
- 2.6.1 BT will provide you with the following standard features:
- (a) MPEG4 coding;
  - (b) variable frame rates and resolutions up to 25 frames per second;
  - (c) 4CIF to QCIF;
  - (d) 2 or 4-wire presented audio;
  - (e) data in a variety of data formats e.g. RS232, RS422, RS485 at speeds up to 38.4 kbit/s;
  - (f) a Service Desk; and
  - (g) the provision and installation of Purchased Equipment comprising:
    - (i) a wireless camera offering high resolution of more than 480 television line pictures; and
    - (ii) a field hardened, weatherproof enclosure.



- 2.6.2 You cannot select the BT Redcare CCTV Wireless Service plus camera Service Option unless you have purchased or are purchasing either the RS1000 Remote Surveillance Service or the RS1000D Remote Surveillance Service.
- 2.6.3 The BT Redcare CCTV Wireless Service plus camera will have a Minimum Period of Service of 12 or 36 months from the Service Start Date depending upon the Minimum Period of Service that you agree to when you order the Service and as set out in the Order.
- 2.7 **BT Redcare Connect Service**
- 2.7.1 The BT Redcare Connect Service comprises low bandwidth narrowband service with an ADSL overlay.
- 2.7.2 BT will provide the BT Redcare Connect Service at a Site, which can include non-served premises primarily for road safety cameras.
- 2.7.3 BT will provide you with the following standard features:
- (a) presentation of a WLR3 narrowband connection;
  - (b) presentation of ADSL connection with an upload speed of up to 884 kbit/s and a maximum download speed of 8 Mbit/s;
  - (c) data in the form of images captured from road safety cameras in a variety of data formats (e.g. JPEG, BMP, TIFF, GIF);
  - (d) project managed delivery; and
  - (e) a Service Desk.
- 2.7.4 BT will charge you Usage Charges for the BT Redcare Connect Service in accordance with the Schedule and the Order.
- 2.7.5 The BT Redcare Connect Service will include a monthly fixed bandwidth allowance of 1 Gb for downloading images from road safety cameras, which is included in the Charges. If you exceed the monthly usage limit, then you will pay an excess Usage Charge of £1.00 per Gb per month.
- 2.7.6 Typically the performance of the BT Redcare Connect Service is affected by line length and copper cable type, and the BT Redcare Connect Service is therefore subject to survey. BT will not provide a bandwidth guarantee.
- 2.7.7 The BT Redcare Connect Service will have a Minimum Period of Service of 12 or 36 months from the Service Start Date depending upon the Minimum Period of Service that you agree to when you order the Service and as set out in the Order.

### 3 Service Management Boundary

- 3.1 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 between the demarcation points set out in the remainder of this Paragraph 3, ("**Service Management Boundary**").
- 3.2 **RS1000 Remote Surveillance Service**
- 3.2.1 The Service Management Boundary is:
- (a) for video, from the patch panel or BNC at the control room to the NTE or BNC at the camera;
  - (b) for RS232, RS422, RS485 telemetry data, from the patch panel, solder terminals or screw terminals at the control room to the NTE, screw terminals or RJ-45 at the camera; and
  - (c) for audio, from the patch panel, solder terminals or screw terminals at the control room to the patch panel, NTE screw terminals or RJ-45 at the camera.
- 3.2.2 Where a camera(s) is purchased with the RS1000 Remote Surveillance Service, the Service Management Boundary is from the demarcation points at the control room set out in Paragraph 3.2.1 up to the camera. BT will have no responsibility for the camera after expiry, termination or invalidation of the manufacturer's warranty except where you have purchased a Reactive Incident Repair Service as outlined in Paragraph 17.
- 3.3 **RS1000D Remote Surveillance Service**
- 3.3.1 The Service Management Boundary is from the Ethernet patch panel or the RJ-45 at the control room to the Ethernet NTE or RJ-45 at the camera.
- 3.3.2 Where a camera(s) is purchased with the RS1000D Remote Surveillance Service, the Service Management Boundary is from the Ethernet patch panel or the RJ-45 at the control room up to the camera. BT will have no responsibility for the camera after expiry, termination or invalidation of the manufacturer's warranty, except where you have purchased a Reactive Incident Repair Service as outlined in Paragraph 17.
- 3.4 **Point to Point Ethernet Service**



3.4.1 The Service Management Boundary is from the NTE RJ-45 or dual LC connector at the control room to the NTE RJ-45 or dual LC connector at the camera.

### 3.5 **BT Redcare CCTV Wireless Service**

3.5.1 The Service Management Boundary is from the BNC at the control room to the BNC at the camera.

### 3.6 **BT Redcare CCTV Wireless Service plus camera**

3.6.1 The Service Management Boundary is from the BNC at the control room up to the camera.

3.6.2 BT will have no responsibility for the camera after expiry, termination or invalidation of the Reactive Incident Repair Service.

### 3.7 **BT Redcare Connect Service**

3.7.1 The Service Management Boundary is up to the NTE at the camera end of the Service.

3.8 BT will have no responsibility for the Service outside the Service Management Boundary.

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

## 4 **Associated Services and Third Parties**

4.1 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 and conditions.

## 5 **Specific Terms and Conditions**

### 5.1 **Changes to the Contract**

5.1.1 BT may amend the Contract (including the Charges) at any time by either:

- (a) publishing the amendment online at [http://www.redcare.bt.com/Terms\\_conditions.html](http://www.redcare.bt.com/Terms_conditions.html) (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.

5.1.2 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 this Contract under Clause 17 of the General Terms within:

- (a) 90 days after the date of notification if BT has only published the amendment online under Paragraph 5.1.1(a); or
- (b) 30 days after the date of the Notice if BT has given you Notice under Paragraph 5.1.1(b).

5.1.3 On or after the expiry of the Minimum Period of Service, BT will review the Recurring Charges for the Service and notify you in writing of any changes to such Recurring Charges. BT will notify any revision to you in accordance with this Paragraph 5.1 and any such revisions will only become effective after the end of the Minimum Period of Service. BT will not amend the Charges set out in the Order during the Minimum Period of Service unless required to do so to comply with legal or regulatory obligations.

### 5.2 **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 Service or any Order by giving 90 days' Notice to the other.

### 5.3 **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 Service in accordance with the Contract, BT will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Contract.

### 5.4 **Access to Emergency Services**

BT will not provide the ability for Users to call the emergency services by dialling "999" or "112" and therefore alternative arrangements should be made to cover this including the maintenance of a fixed telephone number.

### 5.5 **Cancellation Charges**

5.5.1 For the purposes of Clause 16.2 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will have to pay BT the Cancellation Charges as set out below: for all or part of the Service that is cancelled:

- (a) not more than 10 Business Days from the date the Order is signed by both of us then the Cancellation Charges will be no more than 15 per cent of the Installation Charge or Connection Charge for the Service or part of the Service that is cancelled;



- (b) between 11 and 20 Business Days from the date the Order is signed by both of us then the Cancellation Charges will be no more than 25 per cent of the Installation Charge or Connection Charge for the Service or part of the Service that is cancelled;
- (c) between 21 and 30 Business Days from the date the Order is signed by both of us then the Cancellation Charges will be no more than 50 per cent of the Installation Charge or Connection Charge for the Service or part of the Service that is cancelled;
- (d) between 31 and 60 Business Days from the date the Order is signed by both of us then the Cancellation Charges will be no more than 75 per cent of the Installation Charge or Connection Charge for the Service or part of the Service that is cancelled;
- (e) at any time after 60 Business Days from the date the Order is signed by both of us then the Cancellation Charges will be not less than 75% of the Installation Charge or Connection Charge for the Service or part of the Service that is cancelled.

5.5.2 In addition to the Cancellation Charges set out in Paragraph 5.5.1, BT may raise Cancellation Charges relating to any Excess Construction Charges.

### 5.6 Freedom of Information

5.6.1 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.

5.6.2 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.

5.6.3 If you receive a request under the Freedom of Information Act 2000 that encompasses any information you hold in connection with the Contract, you will notify BT, to the extent lawfully possible, of the request and you will allow BT at least 10 Business Days in which to make representations.

### 5.7 Stored Video Data

5.7.1 Video data recorded by the Customer Equipment is your property. You are responsible for video data stored on any Customer Equipment and for the recovery of stored video data.

5.7.2 BT is not responsible for loss of video data stored on any Customer Equipment either during normal operation or in the event of an Incident with the Service.

### 5.8 Service Constraints

5.8.1 Where you select the RS1000 Remote Surveillance Service Option set out in Paragraph 2.1 to form part or all of the Service, you acknowledge and accept that a distance limitation of 35km (maximum route fibre distance) will apply to an individual Circuit providing the connectivity for this RS1000 Remote Surveillance Service.

5.8.2 Where you select the RS1000D Remote Surveillance Service Option set out in Paragraph 2.2 to form part or all of the Service, you acknowledge and accept that a distance limitation of 55km (maximum route fibre distance) will apply to an individual optical fibre Circuit providing the connectivity for this RS1000D Remote Surveillance Service.

5.8.3 Where you select the Point to Point Ethernet Service Option set out in Paragraph 2.4 to form part or all of the Service, you acknowledge and accept that:

- (a) a distance limitation of 25km (radial) and 40km (route length) will apply to an individual Circuit providing the connectivity for this Point to Point Ethernet Service unless you have ordered the 1Gbit/s extended reach option as set out in Paragraph 5.8.3(b); and
- (b) a distance limitation of 35km (radial) and 66km (route length) will apply to an individual Circuit providing the connectivity for this Point to Point Ethernet Service when you have ordered the 1Gbit/s extended reach option.

5.8.4 Where you select the BT Redcare CCTV Wireless Service Option and BT Redcare CCTV Wireless Service plus camera Service Option set out in Paragraphs 2.5 and 2.6 to form part or all of the Service, you acknowledge and accept that:

- (a) BT cannot guarantee the availability of transmission paths using wireless means; and
- (b) some technical limitations of the Service may not become apparent until after the Service has been installed and working for some time including being affected by circumstances outside BT's reasonable control which may include:
  - (i) new buildings;
  - (ii) building extensions;
  - (iii) trees;
  - (iv) large bushes;
  - (v) shrubs;
  - (vi) atmospheric, topographical and geographical conditions; and/or



(vii) other causes of physical or electromagnetic interference.

- 5.8.5 The radio bands required for the Service Options BT Redcare CCTV Wireless Service and BT Redcare CCTV Wireless Service plus camera set out in Paragraphs 2.5 and 2.6 are part of the public spectrum and subject to use by other parties. It is possible that Service degradation may occur over time as other wireless network traffic increases and BT may vary the target quality of Service if network traffic from third parties results in restricted spectrum availability. This may include changes to the Latency.
- 5.8.6 The Service Options BT Redcare CCTV Wireless Service and BT Redcare CCTV Wireless plus camera set out in Paragraphs 2.5 and 2.6 employ dynamic frequency selection ("DFS") which forces a channel change in the presence of an interfering source and you acknowledge and accept that outages of up to four minutes may be expected in the event of a DFS operation.
- 5.8.7 If you have selected the BT Redcare CCTV Wireless Service and you terminate either the RS1000 Remote Surveillance Service or the RS1000D Remote Surveillance Service, you acknowledge that BT may no longer provide the BT Redcare CCTV Wireless Service. BT will terminate the BT Redcare CCTV Wireless Service and you will pay BT the Termination Charges as set out in Paragraph 10 in accordance with Clause 17 of the General Terms.
- 5.8.8 If you have selected the BT Redcare CCTV Wireless Service plus camera and you terminate either the RS1000 Remote Surveillance Service or the RS1000D Remote Surveillance Service, you acknowledge that BT may no longer provide the BT Redcare Wireless Service plus camera. BT will terminate the BT Redcare Wireless Service plus camera and you will pay BT the Termination Charges as set out Paragraph 10 in accordance with Clause 17 of the General Terms.
- 5.9 **Mission Critical Applications**
- 5.9.1 You acknowledge that BT will not recommend the use of the BT Redcare CCTV Wireless Service and BT Redcare CCTV Wireless Service plus camera Service Options set out in Paragraphs 2.5 and 2.6 of this Schedule for health and safety or mission critical applications or services.
- 5.9.2 BT excludes all liability of any kind if you use such BT Redcare CCTV Wireless Service or BT Redcare CCTV Wireless Service plus camera Service Options for health and safety or mission critical applications or services.
- 5.10 **Additional Information**
- 5.10.1 The BT Equipment is typically terminated on Customer Equipment racks with dimensions of 600mm x 600mm by 2200mm high. The number of racks is dependent on the size of the scheme agreed between both of us and other factors such as your future planned or potential growth requirements.
- 5.10.2 Where BT provides roadside cabinets in connection with the Service, the roadside cabinets will normally be provided in BT standard green (BS381C223) or standard black (BS4800 00E53) colours. The roadside cabinets will house relevant BT Equipment (including BT's termination equipment) and power supply and cabling connections for cameras provided by you.
- 5.10.3 At your request, BT may provide roadside cabinets in non-standard colours. You acknowledge that the selection of non-standard colours may extend installation time scales and that BT may levy additional Charges (BT will advise you of such additional Charges) for the use of such colours.



## Part B – Service Delivery and Management

### 6 BT's Obligations

#### 6.1 Service Delivery

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

- 6.1.1 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 Service ("**Service Desk**"). The Service Desk will be available as follows:
  - (a) RS1000 Remote Surveillance Service, RS1000D Remote Surveillance Service and Point to Point Ethernet Service: 24 hours per day, seven days a week, 365 days a year;
  - (b) BT Redcare CCTV Wireless Service, BT Redcare CCTV Wireless Service plus camera and BT Redcare Connect Service: Business Hours;
- 6.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) 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;
- 6.1.3 will, where applicable, arrange for any surveys to be conducted in relation to the provision of the Circuit to the Site(s). If the surveys identify that additional engineering work is required in order to provide a suitable Circuit to the Site(s), BT may provide a new quote to you, detailing the Excess Construction Charges you will need to pay for the engineering work to be completed and:
  - (a) if you accept the new quote, BT will arrange for the additional engineering works to be carried out and you will pay the Excess Construction Charges; or
  - (b) if you do not accept the new quote, BT will cancel your existing Order for the provision of Service to the affected Site(s) and BT will have no obligation to provide the Service;
- 6.1.4 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start and will use reasonable endeavours to meet any date, but will have no liability for any failure to do so;
- 6.1.5 will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order;
- 6.1.6 if agreed between both of us as set out in any applicable Order, install any Purchased Equipment at the applicable Sites, in which case BT will:
  - (a) test Purchased Equipment to ensure that it is ready for use; and
  - (b) confirm to you the Service Start Date;
- 6.1.7 in addition to the provisions of Paragraph 6.1.6, if agreed between both of us in any applicable Order that BT installs the camera(s) you purchase from BT for either the RS1000 Remote Surveillance Service or the RS1000D Remote Surveillance Service, will:
  - (a) remove existing cameras from the Site(s) and prepare the location for the new camera(s);
  - (b) install and commission the camera(s) in the agreed location;
  - (c) apply for all access permits and traffic management applications to enable the installation to be completed; and
  - (d) provide cabling from the camera to the base of the pole; and
- 6.1.8 may refuse to provide Service to you for reasons of health, safety or technical compatibility where BT has reason to doubt the integrity and/or suitability of the Customer Equipment.

#### 6.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 6.2.1 configure the Service;
- 6.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly; and
- 6.2.3 on the date that BT has completed the activities in this Paragraph 6.2, confirm to you the Service Start Date.

#### 6.3 During Operation

On and from the Service Start Date, BT will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Incident Repair Service in Part C of the Schedule if you report an Incident on any Circuit.

#### 6.4 The End of the Service

On termination of the Service by either one of us BT may disconnect and remove any BT Equipment located at the Site(s).



## 7 Your Obligations

### 7.1 Service Delivery

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

- 7.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 7.1.2 provide BT with any information reasonably required without undue delay;
- 7.1.3 provide BT and anyone on BT's behalf who produces a valid identity card with access to any Sites or any other premises outside BT's control, during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service. BT may on reasonable notice require you to provide access at other times. If requested by you, BT may agree to work outside BT's usual Business Hours, but you will pay BT's additional Charges for doing so;
- 7.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 7.1.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 7.1.6 provide a suitable and safe working environment for BT's employees and anyone acting on BT's behalf;
- 7.1.7 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(s);
- 7.1.8 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the Service, including, without limitation:
  - (a) provide a suitable and safe operational environment for any BT Equipment and/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, suspended ceilings and partition covers and/or provide any openings in buildings required to connect BT Equipment and/or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
  - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
  - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Service, BT Equipment and/or Purchased Equipment at such points and with such connections as BT specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
  - (e) provide a suitable cable route (ducting, trunking or trays, and any other applicable facilities or equipment) for BT's cable and for the provision of all cabling from the equipment rack on which the transmission system is terminated to the control room and monitoring equipment. BT's Charges for the Service include the costs of the cabling within a Site from the cable duct entry point to the equipment rack on which the transmission system is terminated.
- 7.1.9 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 15.3:
  - (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(s);
  - (d) not repair or make any alterations or attachments to the Purchased Equipment without BT's prior written consent, and if BT gives BT's consent, agree that 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(s) will not claim ownership of the Purchased Equipment, even if the Purchased Equipment is fixed to the Site(s);
  - (h) obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;



- (i) indemnify BT against all claims and proceedings arising from your use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost and you will keep BT informed of anything that may affect BT's rights, or involve BT in any proceedings, loss or liability;
- (j) ensure that the Purchased Equipment appears in BT's name in your accounting books;
- (k) if there is a threatened seizure of the Purchased Equipment, or anything listed in Clause 18.3 of the General Terms applies to you, immediately provide BT with notice and BT may take action to repossess the Purchased Equipment; and
- (l) notify any interested third parties that BT owns the Purchased Equipment;

7.1.10 in addition to the provisions of 7.1.8(d):

- (a) provide a 230 volt 50 Hz mains supply at all Sites as follows:

<b>Camera Cabinets</b>	230 volt 5 amp fused spur
<b>Control Room Equipment Racks</b>	230 volt 13 amp fused spur

- (b) protect all mains supplies by a 30mA residual current circuit breaker that is approved to BS EN 61008-1:2012 and is of the auto reset type;

7.1.11 in relation to cameras and camera cabling:

- (a) provide all cameras and cabling from the interconnection point which terminates the Service to the cameras and camera control systems unless you have selected the BT Redcare CCTV Wireless Service plus camera or you have purchased camera(s) from BT for the RS1000 Remote Surveillance Service or the RS1000D Remote Surveillance Service ; and
- (b) ensure that the video cameras present the required connectors as set out in BT's Data Sheets; and

7.1.12 for safety and working access provide an additional one metre of free space at the front and rear of the Customer Equipment racks.

## 7.2 Service Operation

On and from the Service Start Date, you will:

- 7.2.1 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 7.2.2 ensure, at your own expense, the integrity and suitability of any Customer Equipment BT is asked to provide Service on, to or interface with;
- 7.2.3 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the 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 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;
  - (d) approved and used in accordance with relevant instructions and Applicable Law; and
  - (e) properly grounded against lightning strikes and electrical power surges;
- 7.2.4 ensure that all cameras, monitors and other electrical equipment that are to be connected directly to the Service (including the BT Equipment) are approved to the European Electrical Safety Standard EN60950;
- 7.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 7.2.6 connect equipment to the Service only by using the NTE at the Site(s);
- 7.2.7 in addition to the provisions of 7.1.8(d):
  - (a) disconnect the mains power from an individual Site to allow BT to carry out remedial work. You will confirm mains power disconnection in writing before BT commences the work; and
  - (b) when a Site is to be ceased and BT has provided the roadside cabinets, confirm mains power disconnection in writing before BT commences the work;
- 7.2.8 control access to the roadside cabinets and keep safe and secure any keys to roadside cabinets BT issues to you;
- 7.2.9 be solely responsible for the operation and use of the Service including complying with the Surveillance Camera Code of Practice as appropriate; and
- 7.2.10 co-operate in diagnosing Incidents by carrying out any diagnostic test routines BT reasonably requests.

## 7.3 The End of the Service



On termination of the Service by either one of us you will:

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

### 8 Notification of Incidents

Where you become aware of an Incident:

- 8.1 the Customer Contact or any individual authorised by you will report it to BT's Service Desk by telephone on the United Kingdom telephone number BT provides you;
- 8.2 BT will give you a Ticket;
- 8.3 BT will respond to the Incident report by:
  - 8.3.1 providing advice by telephone, including where appropriate advice as to tests and checks to be carried out by you;
  - 8.3.2 where possible, carrying out diagnostic checks from BT's premises; and
  - 8.3.3 where it is considered necessary, and as soon as reasonably practicable, visiting the Site where Paragraphs 8.3.1 and 8.3.2 do not diagnose or clear the Incident;
- 8.4 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
  - 8.4.1 you confirm that the Incident is cleared within 24 hours after being informed; or
  - 8.4.2 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 after BT's attempt to contact you.
- 8.5 If you confirm that the Incident is not cleared within 24 hours after being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

### 9 Invoicing

- 9.1 BT will invoice you for the Charges for the Service as set out in Paragraph 9.2 in the amounts and currency as set out in any applicable Order.
- 9.2 Unless set out otherwise in any applicable Order, BT will invoice you for:
  - 9.2.1 Installation Charges or Connection Charges, as applicable, (whether or not the provision of the Service involves the physical connection of or to BT Equipment or other apparatus), on or after the Service Start Date;
  - 9.2.2 Recurring Charges, except Usage Charges, quarterly/annually in advance (depending on your billing frequency). If you opt to pay for the Recurring Charges in full in advance, BT will invoice you for this on or after the Service Start Date. The Recurring Charges will be calculated on a daily basis if the Charges require to be prorated;
  - 9.2.3 Usage Charges in respect of the BT Redcare Connect Service Option, if applicable, monthly in arrears, calculated in accordance with Paragraph 2.7.5;
  - 9.2.4 Combined Installation/Connection Charges and Recurring Charges as a single Charge for the Service if requested by you and agreed to by BT on the Service Start Date;
  - 9.2.5 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; and
  - 9.2.6 any Termination Charges incurred in accordance with Paragraph 10 upon termination of the relevant Service.
- 9.3 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
  - 9.3.1 time related 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;
  - 9.3.2 Charges for investigations and correction of faults/Incidents in the Purchased Equipment and/or Service that result from:
    - (a) misuse, accidental or deliberate damage, servicing or modifications performed by you or a third party not authorised by us;
    - (b) failure to keep, use and maintain the Purchased Equipment and/or Service in accordance with BT's or the Purchased Equipment manufacturer's instructions;



- (c) attachment of devices not recommended by BT or the Purchased Equipment manufacturer;
  - (d) lightning damage; electromagnetic interference, mains electrical surges or failures; or
  - (e) any other cause for which BT is not responsible or which is beyond BT's reasonable control;
- 9.3.3 Charges for commissioning the Service as set out in Paragraph 6.2 outside of Business Hours;
  - 9.3.4 Charges for working outside BT's usual Business Hours if requested by you;
  - 9.3.5 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
  - 9.3.6 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
  - 9.3.7 abortive visit Charges if BT is refused entry to the Site, or BT cannot gain access at the appointed time agreed between both of us;
  - 9.3.8 Excess Construction Charges;
  - 9.3.9 in respect of the BT Redcare CCTV Wireless Service and the BT Redcare CCTV Wireless Service plus camera, costs arising for planning and ongoing wayleave payable to a third party if it is necessary to include intermediate or repeater Sites in order to complete the wireless connection between your chosen camera Site and the wireless collection node. BT will not be responsible for any charges relating to the intermediate or repeater Sites;
  - 9.3.10 ad hoc Charges based on BT's reasonable costs if BT undertakes work in accordance with Paragraphs 18.3 and 18.4.4. BT will agree the Charges with you prior to commencement of the work;
  - 9.3.11 Charges for provision of consumables;
  - 9.3.12 an additional 'per occasion' repair Charge if BT works at a Site in response to an Incident reported by you and rectification of this Incident involves special public space health and safety measures to be taken, or specialist aerial access equipment to be used. BT will agree the Charges with you prior to commencement of the work;
  - 9.3.13 Charges for any preventative maintenance or cleaning regimes;
  - 9.3.14 Charges for any other related services that you request and that BT may provide; and
  - 9.3.15 any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

## 10 Charges at the End of the Contract

- 10.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay us:
  - 10.1.1 all outstanding Charges for Service rendered including any outstanding Installation Charges or Connection Charges;
  - 10.1.2 any outstanding Excess Construction Charges;
  - 10.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment; and
  - 10.1.4 any other Charges as set out in any applicable Order.
- 10.2 In addition to the Charges set out at Paragraph 10.1 above, if you terminate during the Minimum Period of Service, you will pay us:
  - 10.2.1 an administration Charge of £40.00 which BT may increase on an annual basis;
  - 10.2.2 for any parts of the Service that were terminated where the Minimum Period of Service is 12 months, Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service;
  - 10.2.3 for any parts of the Service that were terminated where the Minimum Period of Service is 36 or 60 months, Termination Charges, as compensation, equal to 30 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service.
- 10.3 In the event that you have opted to pay for the Recurring Charges in full in advance in accordance with Paragraph 9.2.2, and:
  - 10.3.1 BT terminates the Contract for convenience under Clause 17 of the General Terms;
  - 10.3.2 you terminate the Contract during the Minimum Period of Service under Clauses 18.1 and 18.2 of the General Terms; or
  - 10.3.3 you give Notice to terminate the Contract in accordance with Paragraph 5.1.2;then BT will repay you an amount equal to the Recurring Charge for the remaining months of the Minimum Period of Service. This amount is calculated by dividing the annual Recurring Charge by the total number of



days in the Minimum Period of Service multiplied by the number of days remaining in the Minimum Period of Service at the date of termination.

### 11 Service Amendment

- 11.1 You may request, by giving BT Notice, a change to:
  - 11.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 11.1.2 the Service at any time after the Service Start Date.
- 11.2 If you exercise your right under Paragraph 11.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
  - 11.2.1 the likely time required to deliver the changed Service; and
  - 11.2.2 any changes to the Charges due to the changed Service.
- 11.3 BT has no obligation to proceed with any change that you request under Paragraph 11.1, unless and until we have both agreed in writing, in a variation order, on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 11.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in BT's reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

### 12 Circuit Numbers

- 12.1 Circuit numbers made available to you with the Service will at all times remain BT's property and will be non-transferable, and all of your rights to use Circuit numbers will cease on termination of the 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 us) to do so.
- 13.3 You will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by us.
- 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 Each of us acknowledges that 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 be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 14.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 14 or in connection with the WEEE Directive.

### 15 Purchased Equipment

#### 15.1 Consumer Regulations

Where you place an Order acting for purposes that are related to your trade, business or profession, we both agree that it is a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

#### 15.2 Sale of Goods

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

#### 15.3 Transfer of Title and Risk

- 15.3.1 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.



- 15.3.2 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.
- 15.3.3 If BT will not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.
- 15.4 Acceptance of Purchased Equipment**
- 15.4.1 The Purchased Equipment will have been accepted:
- (a) if BT will not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
  - (b) if BT installs the Purchased Equipment, on the Service Start Date.
- 15.4.2 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.
- 15.5 Warranty : RS1000 Remote Surveillance Service or RS1000D Remote Surveillance Service Camera(s)**
- 15.5.1 BT will provide you with a manufacturer's warranty, as defined on the applicable Order, on the camera(s) you purchase from BT for the RS1000 Remote Surveillance Service or the RS1000D Remote Surveillance Service.
- 15.5.2 The manufacturer's warranty will commence on the date of dispatch of the camera(s) from the manufacturer.
- 15.5.3 The manufacturer's warranty (including the terms and conditions of the warranty) will be transferred to you on delivery of the camera(s).
- 15.5.4 In the event of a fault in the camera(s) during the period of the manufacturer's warranty, you will return, at your cost, the camera(s) affected by the fault to the manufacturer for repair, except where you have purchased a Reactive Incident Repair Service, as set out in the applicable order form.
- 15.5.5 You acknowledge and agree that it is the manufacturer's decision as to whether a fault is covered by the manufacturer's warranty.
- 15.5.6 You will package securely any camera(s) or items that you return to the manufacturer for repair. If you do not do so this may lead to damage during transportation that may render the manufacturer's warranty invalid or increase the costs of any repair.
- 15.6 Warranty : Software**
- BT will not warrant that the Software supplied under the Contract will 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.
- 15.7 Security**
- 15.7.1 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.
- 15.7.2 BT will not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.



### Part C – Incident Repair Service and Service Levels

#### 16 Incident Repair Service

- 16.1 It is technically impracticable to provide an Incident free Service and BT will not undertake to do so. BT will however repair any Incidents in the Service in accordance with the Incident Repair Service BT has agreed to provide to you.
- 16.2 BT will provide you with a Service Desk that will be available as set out in Paragraph 6.1.1.
- 16.3 RS1000 Remote Surveillance Service, RS1000D Remote Surveillance Service, Point to Point Ethernet Service, BT Redcare CCTV Wireless Service and BT Redcare CCTV Wireless Service plus camera
- 16.3.1 BT will use reasonable endeavours to respond to Incidents within 4 hours after you report each Incident to BT in accordance with Paragraph 8.
- 16.3.2 BT will not provide the Incident Repair Service on the camera(s) purchased by you for the RS1000 Remote Surveillance Service or the RS1000D Remote Surveillance Service, except where you have purchased a Reactive Incident Repair Service, as set out on the applicable order form.
- 16.4 **BT Redcare Connect Service**
- 16.4.1 BT will use reasonable endeavours to respond to Incidents within 5 hours after you report each Incident to BT in accordance with Paragraph 8.
- 16.5 BT will not guarantee or accept any liability for failure to meet the target response/repair time set out in this Paragraph 16. If the Incident is not cleared during this period BT will advise you of the progress being made to clear the Incident.
- 16.6 Where BT provides you with replacement parts, the parts removed will become BT's property.
- 16.7 BT may remove all or part of the Purchased Equipment from a Site for the purpose of inspection, testing and repair.
- 16.8 **BT Redcare CCTV Wireless Service and BT Redcare CCTV Wireless Service plus camera**
- 16.8.1 Where Site visits require BT to undertake public space health and safety measures, for example the closure of roads, you may experience a delay in repair and/or installation activities.

#### 17 RS1000 Remote Surveillance Service and RS1000D Remote Surveillance Service Camera Bundle

- 17.1 Where you have purchased a Reactive Incident Repair Service and in addition to the Incident Repair Service on the transmission Circuit set out in Paragraph 16, BT will provide you with a Reactive Incident Repair Service on the camera(s) purchased by you for the RS1000 Remote Surveillance Service or the RS1000D Remote Surveillance Service, as set out in Paragraph 17.4 and 17.5.
- 17.2 BT will only provide the Reactive Incident Repair Service on the Purchased Equipment for the RS1000 Remote Surveillance Service plus camera and RS1000D Remote Surveillance Service plus camera during the period of the Reactive Incident Repair Service agreement, as set out in the applicable Order.
- 17.3 If there is an Incident in the Purchased Equipment for the RS1000 Remote Surveillance Service plus camera and RS1000D Remote Surveillance Service plus camera and the warranty has expired, BT will charge you for the repair or replacement of the Purchased Equipment, as necessary, at BT's standard rates.
- 17.4 During the period of the warranty if you report to BT in accordance with Paragraph 8 that there is an Incident in the Purchased Equipment for the RS1000 Remote Surveillance Service plus camera and RS1000D Remote Surveillance Service plus camera 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:
- 17.4.1 the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's instructions, if any;
- 17.4.2 the Purchased Equipment has been modified without BT's written consent;
- 17.4.3 the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than us, or a third party authorised by us;
- 17.4.4 the Incident is due to faulty design by you where the Purchased Equipment has been manufactured to your design; or
- 17.4.5 the Incident is due to fair wear and tear.
- 17.5 If you have purchased a Reactive Incident Repair Service and you report an Incident BT will attend site as necessary and repair the Purchased Equipment. BT will charge you, at BT's standard rates, for any spart parts or replacements required and not covered by the warranty, as set out in Paragraph 17.4, and on expiry of the warranty.



### 18 BT Redcare CCTV Wireless Service plus camera Reactive Incident Repair Service

- 18.1 In addition to the Incident Repair Service on the transmission Circuit set out in Paragraph 16, BT will provide you with a Reactive Incident Repair Service on the Purchased Equipment for the BT Redcare CCTV Wireless Service plus camera as set out in Paragraph 18.4.
- 18.2 BT will only provide the Reactive Incident Repair Service on the Purchased Equipment for the BT Redcare CCTV Wireless Service plus camera during the Minimum Period of Service unless you purchase the Reactive Incident Repair Service for an additional period as set out in the Order.
- 18.3 If there is an Incident in the Purchased Equipment for the BT Redcare CCTV Wireless Service plus camera and the Minimum Period of Service has expired and you have not purchased the Reactive Incident Repair Service for an additional period, you will be liable for the repair or replacement of the Purchased Equipment as necessary.
- 18.4 If you report to BT in accordance with Paragraph 8 that there is an Incident in the Purchased Equipment for the BT Redcare CCTV Wireless Service plus camera 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:
  - 18.4.1 the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's instructions, if any;
  - 18.4.2 the Purchased Equipment has been modified without BT's written consent;
  - 18.4.3 the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than us, or a third party authorised by us;
  - 18.4.4 the Incident is due to faulty design by you where the Purchased Equipment has been manufactured to your design; or
  - 18.4.5 the Incident is due to fair wear and tear.
- 18.5 If requested by us, you will return the Purchased Equipment for the BT Redcare CCTV Wireless Service plus camera 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 18.4.

### 19 Service Levels

- 19.1 There are no Service Levels for this Service.



## Part D – Defined Terms

### 20 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):

“**4CIF**” means 4 x Common Input Format, a video resolution of 704 × 576 pixels (PAL).

“**Access Line**” means a Circuit connecting a Site to the BT Network.

“**ADSL**” means asymmetric digital subscriber line.

“**BNC**” means a Bayonet Neill–Concelman connector.

“**BT Network**” means the communications network owned or leased by BT and used to provide the Service.

“**BT Redcare CCTV Wireless Service**” means the Service Option set out in Paragraph 2.5.

“**BT Redcare CCTV Wireless Service plus camera**” means the Service Option set out in Paragraph 2.6.

“**BT Redcare Connect Service**” means the Service Option set out in Paragraph 2.7.

“**Business Hours**” means between the hours of 0900 and 1700 in a Business Day.

“**CCTV**” means closed circuit television.

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

“**Connection Charges**” means those Charges set out in any applicable Order in relation to connection of the Service and/or any Purchased Equipment, Customer Equipment and/or BT Equipment as applicable.

“**Customer Contact**” has the meaning given in Paragraph 7.1.1.

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

“**Data Sheets**” means the document providing further details of the Service which can be found at [http://www.redcare.bt.com/Products\\_services/CCTV\\_Surveillance\\_Networks.html](http://www.redcare.bt.com/Products_services/CCTV_Surveillance_Networks.html) and which may be updated by BT from time to time.

“**DFS**” means dynamic frequency selection.

“**Ethernet**” means a set of network cabling and network access standards.

“**Excess Construction Charges**” means any Charges in addition to the Installation Charges required for the installation of a Service, or an aspect of a Service, that exceed the level normally required, including where additional infrastructure is provided to give a new or extended Service at a Site or other location where such provision would be beyond the basis of normal commercial criteria, and that will be agreed in advance between both of us.

“**Gb**” means gigabit.

“**Gbit/s**” means gigabits per second.

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

“**Incident Repair Service**” means the Incident repair service set out in Paragraph 16.

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

“**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.

“**kbit/s**” means kilobits per second.

“**Latency**” means the round-trip transmission time between a request by a User to view an image and the image being displayed.

“**Link Aggregation Control Protocol**” or “**LACP**” means a method to control the bundling of several physical ports together to form a single logical channel.

“**Link Aggregation Groups**” or “**LAG**” means a process whereby a number of physical ports can be combined together to make a single high-bandwidth data path to enable traffic sharing between the ports.

“**mA**” means milliamp or part of an ampere (amp).

“**Mb**” means megabit.

“**Mbit/s**” means megabits per second.

“**Minimum Period of Service**” means a period of 12, 36 or 60 consecutive months as applicable for any Service Option beginning on the Service Start Date, as set out in any applicable Order.

“**MPEG4**” means Moving Picture Experts Group 4, a group responsible for defining an international set of video encoding standards.



“**Network Terminating Equipment**” or “**NTE**” means the BT Equipment used to provide the 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**” or “**NTU**” means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

“**PAL**” or “**Phase Alternate Line**” means a colour encoding system for analogue television used in broadcast television systems broadcasting at 625-line/50 field (25 frame) per second (576i).

“**Point to Point Ethernet Service**” means the Service Option set out in Paragraph 2.4.

“**QCIF**” means Quarter Common Input Format, a video resolution of 176 x 144 pixels.

“**Reactive Incident Repair Service**” means the reactive Incident repair service set out in Paragraph 17 and 18.

“**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.

“**RS1000 Remote Surveillance Service**” means the Service Option set out in Paragraph 2.1.

“**RS1000D Remote Surveillance Service**” means the Service Option set out in Paragraph 2.2.

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

“**Service Desk**” has the meaning given in Paragraph 6.1.1.

“**Service Management Boundary**” has the meaning given in Paragraph 3.1.

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

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

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

“**Usage Charges**” means the Charges for the Service or applicable part of the 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 Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.

“**VLAN**” means virtual local area network.

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

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