



UK Maintenance 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.

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 an Incident repair service for Supported Equipment in accordance with the Service Care Level (as further described in Paragraph 11) that you select as set out in any applicable Order (the "**Service**").

2 Scope of Service

- 2.1 The Service is available in the United Kingdom. BT may require the Supported Equipment to pass a Maintenance Acceptance Test prior to the commencement of the Service.
- 2.2 If the Supported Equipment fails the Maintenance Acceptance Test:
 - 2.2.1 you will authorise BT to carry out any remedial work required by BT to bring the Supported Equipment to the appropriate software and hardware level or standard, and you will pay BT's Charges for such remedial work that we will both agree prior to BT completing such work; or
 - 2.2.2 you will arrange at your own expense for remedial work to bring the Supported Equipment to the appropriate software and hardware level or standard required by BT. BT will review the remedial work and may raise a Charge for a second Maintenance Acceptance Test, such Charge to be agreed by both of us in advance; or
 - 2.2.3 you or BT may terminate this Contract, a Service or any Order on 30 days written Notice and you will pay BT the relevant Charges for the Maintenance Acceptance Test(s).
- 2.3 The Service will cover the following:
 - 2.3.1 Incidents resulting from normal wear and tear; and
 - 2.3.2 Incidents or work resulting from other causes or circumstances, but BT will charge you an additional Charge for such other work required due to those causes or circumstances. These may include:
 - (a) misuse;
 - (b) incorrect environmental conditions including incorrect temperature and humidity levels;
 - (c) faulty manufacture or equipment design, excluding faulty manufacture or equipment design in relation to Purchased Equipment;
 - (d) mains electrical surges or failures;
 - (e) lightning damage;
 - (f) electromagnetic interference;
 - (g) any other accidental or deliberate damage;
 - (h) correction of defects following the removal or connection of Supported Equipment other than by BT;
 - (i) connection of other equipment to the Supported Equipment by you; or
 - (j) BT being denied access to the Supported Equipment.
- 2.4 The Service does not include the following (which is a non-exhaustive list):
 - 2.4.1 loss of your generated software programs;
 - 2.4.2 work at your request outside the applicable operating hours for the Service Care Level selected by you for the Service;
 - 2.4.3 repair, replacement or re-routing of any of your wiring or cabling or provision of additional wiring and cabling;
 - 2.4.4 the replacement of any battery, ink cartridge, printer ribbon, or such other consumable item.
- 2.5 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.

3 Equipment

3.1 Use of BT Equipment and Supported Equipment

In relation to BT Equipment and Supported Equipment, you will:

- 3.1.1 keep the BT Equipment and Supported Equipment safe and without risk to health;
- 3.1.2 only use the BT Equipment and Supported 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;
- 3.1.3 not move the BT Equipment or Supported 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;
- 3.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment or Supported 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, you agree that any alterations or attachments will become part of the BT Equipment or Supported Equipment;
- 3.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- 3.1.6 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;
- 3.1.7 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);
- 3.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 3.1.9 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;
- 3.1.10 ensure that the BT Equipment appears in BT's name in your accounting books;
- 3.1.11 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
- 3.1.12 notify any interested third parties that BT owns the BT Equipment.

3.2 BT Equipment

- 3.2.1 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.
- 3.2.2 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 BT.

3.3 Transfer of Title

- 3.3.1 Title in the replacement items of Supported Equipment (excluding all Intellectual Property Rights) will pass to you when BT has installed the replacement items and the Incident has been cleared.
- 3.3.2 Title in replaced items of Supported Equipment will pass to BT when BT has installed the replacement items and the Incident has been cleared.

3.4 Security

- 3.4.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the Supported Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- 3.4.2 BT is not responsible for the security of the Supported Equipment against unauthorised or unlawful access or use.

3.5 WEEE Directive

- 3.5.1 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").
- 3.5.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 3.5 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 3.5.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.



3.5.4 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 3.5 or in connection with the WEEE Directive.

4 Specific Terms

4.1 Changes to the Contract

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

- (a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or
- (b) in the case that the amendments cause you material detriment, giving you Notice 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.

4.1.2 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate this Contract in accordance with Clause 17 of the General Terms within:

- (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 4.1.1(a); or
- (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 4.1.1(b).

4.1.3 BT may revise the Charges where you have increased or decreased the quantity of Supported Equipment.

4.2 Minimum Period of Service and Renewal Periods

4.2.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 30 days before the end of the Minimum Period of Service or a Renewal Period ("**Notice of Non-Renewal**"), at the end of the Minimum Period of Service 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.

4.2.2 In the event that one of us gives a Notice of Non-Renewal, BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

4.2.3 If you have agreed to a Minimum Period of Service of more than 12 months then BT may have applied a discount to the Charges. Any discount will only apply to the Minimum Period of Service and BT may remove the discount in any Renewal Period by giving you at least 90 days' Notice. If we do notify you of the removal of a discount then you will not have to pay any Termination Charges if you give Notice to terminate this Contract in accordance with Clause 17 of the General Terms and within 30 days after the date of the Notice.

4.3 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 30 days' Notice to the other provided that BT may not terminate the Service or any Order under Clause 17 of the General Terms during the Minimum Period of Service.

4.4 Customer Committed Date

4.4.1 If you request a change to the Service or any part of the Service, then BT may revise the Customer Committed Date to accommodate that change.

4.4.2 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

4.5 Service Inventory Audit

4.5.1 Provided BT gives you as much notice as reasonably practicable, BT may occasionally and usually on an annual basis conduct a service inventory audit of the Service and the Supported Equipment.

4.5.2 BT will carry out the audit remotely or by visiting the Site, as appropriate.

4.5.3 The audit will enable BT to validate BT's data inventory and ensure that BT's information relating to the Service and the Supported Equipment is complete and up to date.

4.5.4 BT will conduct the audit within Business Hours.

4.5.5 You will inform BT of any changes to your applications and/or underlying operating system and/or maintenance on services not provided by BT which might affect the validity of the data to be analysed by BT.

4.6 Software



All patches, updates and/or changes to any Software on the Supported Equipment provided by BT will be governed by the terms of the applicable software licence.

4.7 **Freedom of Information**

4.7.1 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.

4.7.2 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.

4.7.3 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.

4.8 **Consumer Regulations**

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



Part B – Service Delivery and Management

5 BT's Obligations

5.1 Service Delivery

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

- 5.1.1 will provide you with contact details for the Service Desk;
- 5.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that have been notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT are in breach of any of BT's obligations under this Contract; and
- 5.1.3 will provide you with a Customer Committed Date, but all dates are estimates.

5.2 During Operation

On and from the Service Start Date, BT:

- 5.2.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the relevant Service Care Level selected by you as set out in the Order;
- 5.2.2 may carry out Maintenance from time to time during Business Hours in accordance with BT's normal practices and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Equipment or Supported Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency. BT may carry out the Maintenance remotely or by visiting the Site as appropriate;
- 5.2.3 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords; and
- 5.2.4 may remove all or part of the Supported Equipment from the Site(s) for the purpose of inspection, testing and repair, but whenever reasonably practicable will take steps to protect the functionality delivered by the Supported Equipment.

5.3 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).

6 Your Obligations

6.1 Service Delivery

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

- 6.1.1 provide BT with the names and contact details of the Customer Contact. BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 6.1.2 ensure a User is available during the applicable operating hours (as set out in paragraph 11) for the Service Care Level selected by you. If a User is not available at all such times, BT will not be liable for failure to meet the applicable target response and clear periods;
- 6.1.3 provide BT with any information reasonably required without undue delay;
- 6.1.4 provide BT and BT's employees, agents, consultants and subcontractors, who produce a valid identity card, with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service; and
 - (a) for the purposes of carrying out Maintenance, BT will normally only require access during Business Hours but may, on reasonable notice, require you to provide access at other times; and
 - (b) for the purposes of carrying out repair work, BT will require access during the applicable operating hours (as set out in paragraph 11) for the Service Care Level selected by you;
- 6.1.5 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 6.1.6 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s); and
- 6.1.7 prepare and maintain a safe operational environment for any BT Equipment or Supported Equipment and supply of the Service for the duration of the Contract, including:
 - (a) provide 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 or Supported Equipment to appropriate telecommunications facilities in time to allow BT to undertake the Service;



- (c) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Service, BT Equipment or Supported 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, will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
- (d) provide internal cabling between the BT Equipment and any Supported Equipment, as appropriate.

6.2 During Operation

On and from the Service Start Date, you will:

- 6.2.1 ensure that the Supported Equipment and software is compliant with any Applicable Law; and
- 6.2.2 co-operate in diagnosing Incidents by carrying out diagnostic and test routines requested by BT or included in the manufacturer's instructions and allow BT to carry out remote diagnostic tests where appropriate.

6.3 The End of the Service

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

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

7 Notification of Incidents

Where you become aware of an Incident:

- 7.1 the Customer Contact or a User will report it to the Service Desk by telephoning the number set out in the Order or such other number as BT may notify to you, providing all information BT reasonably requires in connection with the Incident including the Site location and your billing account number;
- 7.2 BT will give you a Ticket;
- 7.3 BT will respond to the Incident report by:
 - 7.3.1 providing advice by telephone, including where appropriate, advice as to tests and checks to be carried out by you;
 - 7.3.2 where possible, carrying out diagnostic checks from BT premises; and
 - 7.3.3 where BT considers it necessary, and as soon as reasonably practicable, visiting the Site where Paragraphs 7.3.1 and 7.3.2 do not diagnose or clear the Incident.
- 7.4 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 7.4.1 you confirm that the Incident is cleared within 24 hours after being informed; or
 - 7.4.2 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 following BT's attempt to contact you.
- 7.5 If you confirm that the Incident is not cleared within 24 hours following being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

8 Invoicing

- 8.1 BT will invoice you for the Charges for the Service as set out in Paragraph 8.2 in the amounts as set out in any applicable Order.
- 8.2 Unless set out otherwise in any applicable Order, BT will invoice you for:
 - 8.2.1 Recurring Charges, monthly/quarterly/annually in advance (depending on your billing frequency) and for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis; and
 - 8.2.2 any Termination Charges incurred in accordance with Paragraph 9 upon termination of the relevant Service.
- 8.3 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
 - 8.3.1 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;



- 8.3.2 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date;
- 8.3.3 additional Charges for work arising out of any of the circumstances set out in Paragraph 2.3.2;
- 8.3.4 additional Charges for any remedial work carried out by BT to bring the Supported Equipment to the appropriate software and hardware level or standard in accordance with Paragraph 2.2.1;
- 8.3.5 Charges for the Maintenance Acceptance Tests(s) in accordance with Paragraph 2.2; and
- 8.3.6 any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

9 Charges at the End of the Contract

- 9.1 If you exercise your right in accordance with Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:
 - 9.1.1 all outstanding Charges for Service rendered;
 - 9.1.2 any other Charges as set out in any applicable Order; and
 - 9.1.3 any charges reasonably incurred by BT from a supplier as a result of the early termination.
- 9.2 In addition to the Charges set out at Paragraph 9.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
 - 9.2.1 for any parts of the Service that were terminated during the Minimum Period of Service, Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service; or
 - 9.2.2 for any parts of the Service that were terminated during a Renewal Period, Termination Charges, as compensation, equal to 30 per cent of the Recurring Charges for any remaining months of the Renewal Period.

10 Service Amendment

- 10.1 You may request, by giving BT Notice, a change to:
 - 10.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 10.1.2 the Service at any time after the Service Start Date.
- 10.2 If you exercise your right in accordance with Paragraph 10.1, 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:
 - 10.2.1 the likely time required to deliver the changed Service; and
 - 10.2.2 any changes to the Charges due to the changed Service.
- 10.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 10.1, unless and until BT has both agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 10.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in its reasonable discretion, apply additional reasonable one-time or Recurring Charges.



Part C – Service Care Levels

11 Service Care Levels

- 11.1 From the Service Start Date, BT will provide the Service in accordance with the Service Care Level (as further described in this Paragraph 11) that you select and as set out in the Order.
- 11.2 **Standard Care**
- 11.2.1 You may report Incidents 24x7x365 in accordance with Paragraph 7.
- 11.2.2 BT will provide the Service operating during Business Hours, under which BT will aim to respond to an Incident by the end of the next Business Day, where you reported an Incident before 5 PM on a Business Day.
- 11.2.3 BT will charge you an additional Charge for any work that is carried out outside of these hours at your request.
- 11.2.4 Standard Care may not be available in all geographical locations.
- 11.3 **Prompt Care**
- 11.3.1 You may report Incidents 24x7x365 in accordance with Paragraph 7.
- 11.3.2 BT will provide the Service operating between 0800 and 1700 from Monday to Saturday, excluding national, public and bank holidays ("**Prompt Care Business Hours**"), under which:
- (a) BT will aim to respond to an Incident within four Prompt Care Business Hours of you reporting the Incident to BT in accordance with Paragraph 7; and
- (b) if the Incident is not cleared within four Prompt Care Business Hours, BT will advise you of the progress being made towards resolving it.
- 11.3.3 BT will charge you an additional Charge for any work that is carried out outside of these hours at your request.
- 11.3.4 BT will aim to clear the Incident by the end of the next Business Day of you reporting the Incident to BT in accordance with Paragraph 7.
- 11.3.5 Prompt Care may not be available in all geographical locations.
- 11.4 **Total Care**
- 11.4.1 You may report Incidents 24x7x365 in accordance with Paragraph 7.
- 11.4.2 BT will provide the Service operating 24x7x365, under which:
- (a) BT will aim to respond to an Incident within four hours of you reporting the Incident to BT in accordance with Paragraph 7; and
- (b) if the Incident is not cleared within the four hours period BT will advise you of the progress being made towards resolving it.
- 11.4.3 BT will aim to clear the Incident within 24 hours of you reporting the Incident to BT in accordance with Paragraph 7.
- 11.4.4 Total Care may not be available in all geographical locations.
- 11.5 The Service Care Levels under this Schedule will not apply in the event that Clause 8 or Clause 23 of the General Terms applies.
- 11.6 The response and clear periods set out in this Paragraph 11 are targets only and BT has no liability for any failure to meet such target response or clear periods.



Part D – Defined Terms

12 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the meanings below (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). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

"BT Price List" means the document containing a list of BT's charges and terms that can be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"Business Hours" means between the hours of 0800 and 1700 in a Business Day.

"Customer Committed Date" means the date provided by BT on which delivery of the Service (or each part of the Service, including to each Site) is due to start.

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

"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, and form part of the Contract.

"Incident" means an unplanned interruption to, or a material reduction in the quality of, the performance of the Supported Equipment.

"Maintenance" means any work on the BT Network, BT Equipment or Supported Equipment including to maintain or repair the BT Network, BT Equipment or Supported Equipment.

"Maintenance Acceptance Test" means an inspection that BT carries out in order to assess the suitability of the Supported Equipment for the Service.

"Minimum Period of Service" means a period of 12, 24 or 36 consecutive months, as applicable, beginning on the Service Start Date, as set out in any applicable Order.

"Notice of Non-Renewal" has the meaning given in Paragraph 4.2.1.

"Planned Maintenance" means any Maintenance BT has planned to do in advance.

"Prompt Care" means the Service Care Level set out in Paragraph 11.3.

"Prompt Care Business Hours" has the meaning given in Paragraph 11.3.2.

"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 any applicable Order.

"Renewal Period" means for each Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

"Service" has the meaning given in Paragraph 1.

"Service Care Levels" means the times to respond to or repair an Incident that BT will endeavour to achieve in response to an Incident report as set out in Paragraph 11.

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

"Site" means a location at which the Service is provided.

"Standard Care" means the Service Care Level set out in Paragraph 11.2.

"Supported Equipment" means the equipment set out in the Order Form.

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

"Total Care" means the Service Care Level set out in Paragraph 11.4.

"WEEE" has the meaning given in Paragraph 3.5.1.

"WEEE Directive" means Article 13 of the Waste Electrical and Electronic Equipment Directive 2012.