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# Conditions for TimeScale Service

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## 1. INTERPRETATION

1.1 These terms and conditions govern the provision of the 'TimeScale' service to the exclusion of all others written or verbal representations, statements, or agreements

1.2 In these conditions and in relation to any charges determined in accordance with them, the following expressions have the meanings respectively assigned to them.

**"BT"** means British Telecommunications Plc:

**"Service"** means BT's 'TimeScale service'; and

**"Customers Apparatus"** means the telecommunications equipment (including internal wiring and sockets) serving the customer's premises.

1.3 Words in the singular include the plural and vice versa.

1.4 All definitions, notes, terms and conditions set out in BT's Price List form part of these terms and conditions in the appropriate circumstances.

## 2. SERVICE

The Service shall comprise such services and facilities as stated below:

### Service 1 - Planned

This service comprises installation and removal - type work for apparatus to which BT Standard Charges do not apply. A charge may be levied for work carried out both during and outside the normal working hours (0800 - 1700 hours Monday to Friday).

### Service 2 - Planned Supplement

This service comprises installation and removal - type work for apparatus to which BT Standard Charges do not apply. Any work performed outside the normal working hours (0800 - 1700 hours Monday to Friday) shall be subject to an additional charge.

### Service 3 - Unplanned

This service comprises maintenance work where the Customer Apparatus has become faulty by means other than fair wear and tear; the replacement of plant or apparatus lost, stolen, destroyed or damaged beyond repair; and for abortive maintenance visits. This service applies to abortive visits for business customers at all times, but only during the normal working hours (0800 - 1700 hours Monday to Friday) for residential customers.

### Service 4 - Residential Home Emergency

This service comprises an out of hours repair service to all residential customers. A single charge shall apply irrespective of whether the fault is cleared or how long the engineer spends on site. A similar charge applies to abortive visits to residential customers outside the normal working hours (0800 - 1700 hours Monday to Friday).

## 3. REQUESTS FOR SERVICE

Requests for service shall be made in such a manner as BT may from time to time determine. The Customer or a person who appears to be acting on behalf of the customer shall be deemed by BT to be requesting the TimeScale Service.

## 4. CUSTOMER'S OBLIGATIONS

The Customer will:-

- (a) allow BT full and convenient access to the Customer's Apparatus at all reasonable times, and provide adequate working space and facilities;
- (b) co-operate in diagnosing faults;
- (c) maintain and make available to BT any manufacturers or other documentation necessary for the repair of the customer's Apparatus; and
- (d) take all reasonable and proper precautions to protect the health and safety of the BT personnel while at the customer's premises.

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### 5. CUSTOMER'S APPARATUS

5.1 BT will (subject to paragraph 5.2) attempt to return the Customer's Apparatus to working order by the method appearing to BT to be the most economical, and may remove all or part of the Customer's Apparatus for repair.

5.2 Where in the opinion of BT, the customer's Apparatus is beyond economic repair, or would require work greatly in excess of that usually needed for the repair of equipment of its type, or that Service cannot be provided because all or part of the Customer's Apparatus cannot be replaced, maintained or repaired for any other reason. BT may decline to provide Service.

### 6. CHARGES

6.1 The customer shall pay on demand all applicable charges arising by virtue of the provision of service.

6.2 All charges may where appropriate be included on a bill for telephone service, and such charges may be included with charges for the telephone service as a single item on the bill.

### 7. ESCALATION AND DISPUTE RESOLUTION

7.1 BT will try to work through any complaint or dispute that the Customer may have with BT. If this does not resolve the matter then the Customer may refer it:

(a) where appropriate, in accordance with the details set out in BT's Customer Complaints Code located at [www.bt.com/complaintscode](http://www.bt.com/complaintscode), copies of which are available on request; and

(b) otherwise, as set out in clause 7.2 below.

7.2 Any dispute must be raised in writing with the Customer's or BT's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Customer and BT will use reasonable endeavours to resolve any dispute as follows:

(i) a dispute which has not been resolved by the Customer's or BT's representative within 14 days of being raised may be referred by the Customer or BT to the first level by written notice to the other; and

(ii) if the dispute is not resolved at the first level within 14 days of referral, the Customer or BT may refer the dispute to the second level by written notice to the other.

The Customer's and BT's representatives at the first and second levels are as notified by the Customer and BT to the other from time to time.

7.3 If the dispute is not resolved after the procedures detailed in clause 7.2 have been followed then, if the Customer and BT agree, the dispute will be settled by mediation in accordance with the procedures specified by the Dispute Resolution Service – Chartered Institute of Arbitrators ("DRS-CiArb"). If the dispute is referred to a mediator:-

(a) the mediator will be appointed by agreement of the Customer and BT. If the Customer and BT fail to agree within seven days of a proposal by one party, the mediator will be appointed by DRS-CiArb; and

(b) all negotiations on the dispute and any agreement reached will be kept confidential.

7.4 Nothing in this clause 7 will prevent the Customer or BT from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

### 8. LIMITATION OF LIABILITY

8.1 BT's liability in contract, tort or otherwise for breaches of its duties shall be limited to £1,000,000 **PROVIDED THAT** in no circumstances shall BT be liable in contract, tort or otherwise for loss (whether direct or indirect) of profits business or anticipated savings or for any indirect or consequential loss whatsoever.

8.2 BT does not exclude or restrict liability for death or personal injury resulting from its own negligence.

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### **9. FORCE MAJEURE**

BT shall not be liable in respect of any breach of this contract caused by Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving BT employees) fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions or persons or bodies for whom BT is not responsible or any other cause whether similar or dissimilar outside BT's control.

### **10. THIRD PARTY RIGHTS**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.