



# **Conditions for Maintenance Services for Customer Premises Equipment – Service Schedule**

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## **1. MAINTENANCE SERVICE DESCRIPTION**

The maintenance service comprises routine maintenance described in 1.1 combined with a fault repair service described in 1.2. The fault repair service is available in the options accessible from 1.3. The option selected by the Customer will be set out in the Order Form.

### **1.1 Routine Maintenance**

BT will carry out routine inspection or testing (or both) of Equipment during the hours 08h00 – 17h00 Monday to Friday (excluding Public/Bank holidays) in accordance with BT's normal practices. Inspection or testing may be carried out remotely, or by visiting the Site as appropriate. Any faults revealed by inspection or testing will be corrected by repair or (at BT's option) by replacement in whole or part. Expended consumable items will be replaced and a charge made for the new items (consumable items include, but are not limited to, batteries).

### **1.2 Fault Repair**

1.2.1 The Customer must report faults in Equipment by telephoning the number specified on the Order Form or such other number as BT may notify to the Customer.

1.2.2 Following a fault report, BT will respond by:

- (a) providing advice by telephone, including where appropriate advice as to tests and checks to be carried out by the Customer;
- (b) where possible, carrying out diagnostic checks from BT premises; and
- (c) where it is considered necessary, and as soon as reasonably practicable, visiting the Site where (a) and (b) do not diagnose or clear the fault.

1.2.3 Where replacement parts are provided by BT, the parts removed will become the property of BT.

1.2.4 BT may remove all or part of the Equipment from the Site for the purpose of inspection, testing and repair, but whenever reasonably practicable will take steps to protect the continuity of the Customer's service.

### **1.3 Service Care Levels**

The Service Care Levels available are as set out in Section 5 of the BT Price List

[http://www.bt.com/pricing/current/Call\\_Connect\\_boo/sectoc.htm#0047-d0e1-section](http://www.bt.com/pricing/current/Call_Connect_boo/sectoc.htm#0047-d0e1-section)

1.4 Where, the Service Care Levels include time limits for response and/or repair by BT, any delay caused by the Customer or any other person or company (not connected with BT) will be excluded from the time limits.

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## **1.5 Customer Service Guarantee**

The Customer Service Guarantee set out in the Annex to this Service Schedule applies to the Services specified in the BT Price List.

## **2. WHAT THE FAULT REPAIR SERVICE COVERS**

2.1 The Service covers faults resulting from normal wear and tear.

2.2 The Service also covers faults or work resulting from other causes or circumstances, but an additional charge will be payable. Such other causes or circumstances include:

- (a) misuse; incorrect environmental conditions including incorrect temperature and humidity levels; faulty manufacture or design; mains electrical surges or failures;
- (b) lightning damage; electromagnetic interference; any other accidental or deliberate damage;
- (c) correction of defects following the removal or connection of Equipment other than by BT;
- (d) connection by the Customer of other equipment to the Equipment; or
- (e) BT being denied access to the Equipment.

2.3 The Service does not cover:

- (a) loss of Customer generated software programmes;
- (b) work at the Customer's request outside the applicable Working Hours for the fault repair service option selected;
- (c) repair, replacement or re-routing of any Customer wiring or cabling or provision of additional wiring and cabling; or
- (d) faults reported by the Customer which are not covered by this Contract.

## **3. CUSTOMER'S OBLIGATIONS**

3.1 The Customer agrees:

- 3.1.1 to care for and use the Equipment in accordance with any BT and manufacturer's instructions, that the Equipment and software is compliant with any applicable law or regulation in the country in which it is installed and to use it only for a purpose for which it was designed;
- 3.1.2 not to repair, adjust, or modify the Equipment without BT's written consent. However, the Customer may make configuration changes in accordance with and within the limits specified in the supplier's customer documentation. The Customer must notify BT of any such configuration changes; and
- 3.1.3 to co-operate in diagnosing faults by carrying out any diagnostic and test routines requested by BT or included in the manufacturer's instructions, and allowing BT to carry out remote diagnostic tests, where appropriate.

### **Security**

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- 3.2 The Customer is responsible for the proper use of any IDs, user names, personal identification numbers and passwords used with the Equipment, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.
- 3.3 BT does not guarantee the security of the Equipment against unauthorised or unlawful access or use.

### **BT Equipment**

- 3.4 The Customer will:
- (a) provide at its expense a suitable place and conditions for BT Equipment;
  - (b) obtain any permission needed for BT to put BT Equipment on the Site;
  - (c) where required, provide a continuous mains electricity supply and connecting points for BT Equipment;
  - (d) keep the BT Equipment safe and only use it in accordance with any instructions BT may give;
  - (e) not move the BT Equipment or any part of it from the Site;
  - (f) ensure that the BT Equipment is without risk to health;
  - (g) not make any alterations or attachments to the BT Equipment without BT's prior written consent; and
  - (h) not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the BT Equipment.
- 3.5 If any part of the BT Equipment is lost, destroyed or damaged (except for fair wear and tear), the Customer will pay BT's reasonable charges for its repair or replacement.
- 3.6 On termination of the Contract the Customer will, at BT's option, instruction and expense, either return the BT Equipment or make it available for BT to collect.

### **4. DEFINITIONS**

In this Service Schedule the following term, in addition to those stated in Clause 1 of the Conditions, has the meaning shown next to it:

**BT Equipment** means any equipment owned or controlled by BT and placed on the Site to provide the Service.