



# BT Internet Connect Reach 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 a managed service that grants access to the Internet from one or more Sites using inputs supplied to BT by a number of third party suppliers. This service allows you to connect your branch offices and remote workers to the Internet, and comprises:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 (the "**Service**").

### 2 Standard Service Components

BT will provide you with all of the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

#### 2.1 Access Lines

- 2.1.1 BT will arrange for you to be provided with the Access Lines set out in your Order at your Sites. BT will connect the Access Line to a Point of Presence.
- 2.1.2 Access Lines may not be available in all countries. If BT cannot provide you with the Access Line that you ask for, BT will let you know at the time that you place your Order, and the Order, or relevant part, will be cancelled by BT.

#### 2.2 Equipment

BT will arrange for you to be supplied with either NTE or a Managed Router (if you select this Service Option) at each Site and BT will arrange for that NTE or Managed Router to be connected to the designated Access Line.

#### 2.3 Service management

BT will provide reactive management for the Service. BT will raise a Ticket as set out in Paragraph 10 if it detects or you notify BT of a fault in the Service and if necessary BT will register the fault with the relevant third party supplier for resolution, unless you have selected the Proactive Monitoring Service Option, in which case the Service will be managed as set out in that Service Option.

### 3 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 as set out in that Order:

#### 3.1 Managed Router

- 3.1.1 If you select the Managed Router Service Option, BT will install and manage (including providing maintenance, monitoring, configuration and commissioning of) a Managed Router for the Service.
- 3.1.2 If you select the Managed Router Service Option, the Proactive Monitoring Service Option is included in your Order and unless BT tells you otherwise, BT will provide it to you as part of your Service.
- 3.1.3 BT will continue to own the Managed Router at all times.
- 3.1.4 BT will arrange for the Managed Router to be configured and installed (both hardware and software) to make sure that the User has connectivity for its traffic across the Service.

#### 3.2 Proactive Monitoring

- 3.2.1 If you select the Proactive Monitoring Service Option, BT will proactively monitor the NTE or the Managed Router (as applicable) by 'pinging' it at least every five minutes while the Service is in operation. If BT detects a fault, it will perform initial diagnostics within 15 minutes and, if necessary, it will raise a Ticket as set out in Paragraph 10 and register the fault with the third party supplier for resolution.



- 3.3 Service Options may not be available in all countries. If BT cannot provide you with the Service Option that you ask for, BT will let you know at the time that you place your Order and the Order, or relevant part, will be cancelled by BT.

### 4 Service Management Boundary

- 4.1 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 up to the Ethernet RJ45 Port on the NTE or Managed Router (as applicable) ("**Service Management Boundary**"). This includes the provision, maintenance and management of all elements up to the Service Management Boundary but excludes any cable that connects to your Customer Equipment.
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT does 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.

### 5 Associated Services and Third Parties

- 5.1 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.
- 5.2 If you are required by Applicable Law to purchase the Service from a third party supplier, BT may, if you agree to it, manage the Service as your agent.
- 5.3 BT will not be liable for failure to or delay in supplying the Service to a Site if another supplier delays or refuses the supply of part of the Service, such as an Access Line, to that Site and no alternative service is available at reasonable cost.

### 6 Use of BT Equipment

- 6.1 In relation to BT Equipment, you will:
- 6.1.1 keep the BT Equipment safe and without risk to health;
  - 6.1.2 only use the BT 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;
  - 6.1.3 not move the BT Equipment or any part of it from the Sites without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
  - 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT 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, agree that any alterations or attachments will become part of the BT Equipment;
  - 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
  - 6.1.6 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;
  - 6.1.7 not claim to be owner of the BT Equipment and you will ensure that the owner of the Sites will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Sites;
  - 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
  - 6.1.9 indemnify BT against all Claims, losses, costs or liabilities arising from your Users' use of the BT Equipment or where the BT Equipment is damaged, stolen or lost;
  - 6.1.10 ensure that the BT Equipment appears in BT's name in your accounting books;
  - 6.1.11 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
  - 6.1.12 notify any interested third parties that BT owns the BT Equipment.
- 6.2 **BT Equipment**
- 6.2.1 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.
  - 6.2.2 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.
- 6.3 **WEEE Directive**
- 6.3.1 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").

- 6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 6.3.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 6.3.4 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 6.3 or in connection with the WEEE Directive.

## 7 Specific Terms and Conditions

### 7.1 Minimum Period of Service and Renewal Periods

- 7.1.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 28 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.
- 7.1.2 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.
- 7.1.3 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 28 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 7.1.4 Within 21 days of any Notice to Amend, you will provide BT Notice:
  - (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
  - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
  - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 7.1.5 If both of us have not reached agreement in accordance with Paragraph 7.1.4(b) by the end of the Minimum Period of Service or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless you elect to give Notice in accordance with Paragraph 7.1.4(c), or BT may give Notice of termination, in which case 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.

### 7.2 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 28 days' Notice to the other.

### 7.3 Customer Committed Date

- 7.3.1 If you request a change to the Service or any part of the Service, including any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
- 7.3.2 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.

### 7.4 Cancellation Charges

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 in the Order.

### 7.5 Access to Internet

- 7.5.1 You agree that where the Service provides access to the Internet, the use of the Internet is at your own risk.
- 7.5.2 You agree that BT may pass details of your Site to a local Internet Service Provider to enable you and your Users to access the Internet from that Site.

### 7.6 Access to Emergency Services

- 7.6.1 BT will not provide the ability for your Users to call the emergency services by dialling "999" or "112" and, therefore, you will be responsible for making alternative arrangements for your Users, including the maintenance of a fixed telephone number.



### 7.7 IP Addresses and Domain Names

7.7.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable. All of your rights to use such IP Addresses or Domain Names will cease on termination or expiration of the Service.

### 7.8 Provider Independent Resources

7.8.1 You will comply with the following terms that BT is required by RIPE to include in the Contract where you take PIR with the Service:

- (a) you will respond to any information requests from BT in order for BT to keep registration records up-to-date;
- (b) you will provide up-to-date registration data to BT and you agree that some or all of this registration data will be published in the RIPE WHOIS database;
- (c) you will not sub-assign any of the PIR to a third party;
- (d) you will pay any registration fees to BT that apply for the PIR;
- (e) (e) if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to RIPE;
- (f) your use of PIR is subject to the RIPE policies as published on the RIPE web site at <https://www.ripe.net/publications/> and that may be amended from time to time; and
- (g) you will commit a material breach of the Contract if you do not follow any of the relevant RIPE policies and on material breach the PIR will return by default to RIPE and BT may terminate the Contract as set out in Clause 18 of the General Terms.

### 7.9 Stop Sell of Service and Associated Migration

7.9.1 Where BT stops selling the Service and offers an alternative service as a replacement then BT shall terminate this Service and migrate your Service to the alternative service upon at least 90 days' Notice provided that:

- (a) interruptions in service are kept to a minimum during the migration; and
- (b) you accept revised conditions to reflect the new service provided in which case those changes will apply from the date of your acceptance.

7.9.2 The Minimum Period of Service for the new service will be the remainder of the Minimum Period of Service for the existing Service, or 12 Months, whichever is greater.

7.9.3 If:

- (a) you do not agree to accept the revised condition in accordance with Paragraph 7.9.1(b); or
  - (b) where applicable, the new Minimum Period of Service is an increase in length from the original Minimum Period of Service and you do not accept the increased length,
- then, this Service will terminate on expiry of the 90 day Notice period, without any further liability to BT and BT will not migrate you to the new service.



## Part B – Service Delivery and Management

### 8 BT's Obligations

#### 8.1 Service Delivery

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

- 8.1.1 will provide you with contact details for the Service Desk;
- 8.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and have been notified to BT in writing but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 8.1.3 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites. If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites, BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed, and:
  - (a) if you accept the new quote, BT will cancel the existing Order to the affected Sites, will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
  - (b) if you do not accept the new quote, BT will cancel your existing Order for the provision of Service to the affected Sites and BT will have no obligation to provide the Service;and BT may raise a Charge for any reasonable costs incurred as a result of the survey in accordance with Clause 16.2.2 of the General Terms;
- 8.1.4 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date; and
- 8.1.5 will be responsible for network design for the Service.

#### 8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Service;
- 8.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly; and
- 8.2.3 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you that the Service is available for performance of any Acceptance Tests as set out in Paragraph 9.2.

#### 8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of this Contract if BT detects or if you report an Incident on the BT Network;
- 8.3.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if BT detects or if you report an Incident on the Access Line;
- 8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you:
  - (a) at least five Business Days before any Maintenance on the BT Network or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required; or
  - (b) without undue delay for scheduled Access Line maintenance by a supplier;
- 8.3.4 may, in the event of a security breach affecting the Service, require any or all passwords used in connection with the Service to be changed. BT does not guarantee the security of the Service against unauthorised or unlawful access or use;
- 8.3.5 will archive Managed Router configuration files and restore configurations if a Managed Router fails; and
- 8.3.6 will store copies of the three most recent configurations for each Managed Router for the life time of that Managed Router.

#### 8.4 The End of the Service

On termination of the Service by either one of us, or expiry, BT may disconnect and remove any BT Equipment located at the Sites.



## 9 Your Obligations

### 9.1 Service Delivery

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

- 9.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 9.1.2 provide BT with any information reasonably required without undue delay;
- 9.1.3 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 9.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 9.1.5 provide BT with Notice in writing of any health and safety rules and regulations and security requirements that apply at your Sites;
- 9.1.6 in jurisdictions where an employer is legally required to make such disclosure to its Users and other employees:
  - (a) inform your Users and other employees that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
  - (b) ensure that your Users and other employees have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 9.1.6 and indemnify BT from and against any Claims, losses, costs or liabilities brought by your Users and other employees against BT arising out of BT's delivery of the Services;
- 9.1.7 make sure that the LAN protocols and applications that you use will be compatible with the Service;
- 9.1.8 prepare and maintain each Site for the installation of BT Equipment and supply of the Service, including:
  - (a) providing a suitable and safe operational environment for any BT 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) taking up or removing any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
  - (c) carrying out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
  - (d) providing a secure, continuous power supply at the Site for the operation and maintenance of the Service or BT 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, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
  - (e) providing internal cabling between the BT Equipment and any Customer Equipment, as appropriate; and
  - (f) if you are using the Service without a Managed Router, providing any internal cabling that is necessary to connect the NTU to the User Equipment; and
- 9.1.9 let BT know if you require network changes by making a request to BT by using the portal at [https://www.globalservices.bt.com/uk/en/my\\_account](https://www.globalservices.bt.com/uk/en/my_account). If the network changes you require result in changes to the Internet access, then BT will let you know before it implements the changes if Internet access reconfiguration Charges will apply.

### 9.2 Acceptance Tests

- 9.2.1 Within five Business Days after receiving Notice from BT under Paragraph 8.2.3, you will carry out the Acceptance Tests for the Service (for Managed Routers, this will be up to OSI Layer 3) ("**Acceptance Test Period**").
- 9.2.2 The Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is deemed to have been accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
- 9.2.3 Subject to Paragraph 9.2.4, the Service Start Date will be the earlier of the following:
  - (a) the date that you confirm acceptance of the Service in writing in accordance with Paragraph 9.2.2; or



(b) the date of the first day following the Acceptance Test Period.

9.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

### 9.3 During Operation

On and from the Service Start Date, you will:

9.3.1 report Incidents to the Customer Contact and not to the Service Desk;

9.3.2 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;

9.3.3 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 BT has given you 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 suppliers' or subcontractors' network or equipment; and

(d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;

9.3.4 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;

9.3.5 connect equipment to the Service only by using the NTE or the Managed Router at the Sites;

9.3.6 will not make changes to the Service (including Internet access) without BT's prior written approval. If the both of us agree to the changes, BT may invoice you for any costs that we have told you will be incurred by BT for the approved changes (including increases or decreases in bandwidth, or any upgrade or downgrade options);

9.3.7 provide an Ethernet RJ45 Port with a patch cable on its LAN side long enough to reach the Managed Router (using a straight cable if you are connecting to a switch or using a crossover cable if you are connecting to another type of Router);

9.3.8 provide a power source to local electrical specifications for the Managed Router; and

9.3.9 configure the Customer Equipment's software to provide and test end to end connectivity and to connect the Customer Equipment to its LAN.

### 9.4 The End of the Service

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

9.4.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;

9.4.2 disconnect any Customer Equipment from BT Equipment located at the Sites;

9.4.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;

9.4.4 arrange for any BT Equipment located at the Sites to be returned to BT; and

9.4.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

## 10 Notification of Incidents

Where you become aware of an Incident:

10.1 the Customer Contact will report it to the Service Desk;

10.2 BT will give you a Ticket;

10.3 BT will inform you when it believes the Incident is cleared, and will close the Ticket when:

10.3.1 you confirm that the Incident is cleared within 24 hours after being informed; or

10.3.2 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.

10.4 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.

10.5 Where BT becomes aware of an Incident, Paragraphs 10.2, 10.3 and 10.4 will apply.





11 Invoicing

- 11.1 BT will invoice you for the Charges for the Service as set out in Paragraph 11.2 in the amounts and currency specified in any Orders.
- 11.2 Unless set out in any applicable Order, BT will invoice you for:
  - 11.2.1 Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
  - 11.2.2 the following Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month. The amount of these Recurring Charges may vary depending on the Service Options and the type of Access Line that you have selected in the Order and the location of your Sites. For any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis:

Standard Service Components and Service Options with Recurring Charges
<b>Service Management</b>
<b>Internet Access</b>
<b>Managed Router</b>
<b>Proactive Monitoring</b>
You will only be charged separately for the Proactive Monitoring Service Option if you select the Service without a Managed Router. The Proactive Monitoring Service Option is included as part of the Managed Router Service Option.

- 11.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
- 11.2.4 reconfiguration Charges for each part of the Service that is reconfigured, provided that:
  - (a) all reconfiguration changes after the Service Start Date are documented in a new Order; and
  - (b) if BT upgrades Software on a Managed Router there is no Charge for the upgrade unless the Software upgrade also requires a hardware upgrade, such as additional memory, in which case you will be charged for the hardware upgrade at the then-current relevant Charges;
- 11.2.5 De-installation Charges within 60 days of de-installation of the Service; and
- 11.2.6 any Termination Charges incurred in accordance with Paragraph 12 upon termination of the relevant Service.
- 11.3 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
  - 11.3.1 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;
  - 11.3.2 Charges for investigating an Incident where BT's diagnostics indicate that the reason for the Incident is a Customer Domain Incident. BT may charge you for Incidents due to Customer Domain Incidents as set out in the table below:

Charge Category	Charge Component
<b>Service Desk support</b>	on an Incident by Incident basis
<b>Field engineering</b>	for each visit to a Site (this will vary on a country by country basis)

- 11.3.3 Charges for commissioning the Service as set out in Paragraph 8.2 outside of Business Hours;
- 11.3.4 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
- 11.3.5 Charges for cancelling the Service in accordance with Clause 17 of the General Terms;
- 11.3.6 Charges or any associated costs that BT incurs for expediting:
  - (a) faster provision of the Service at your request after you have been informed of the Customer Committed Date; or
  - (b) faster resolution of an Incident at your request;
- 11.3.7 in some locations, you may have to pay excess Usage Charges for the Service, as set out in your Order, including an excess download Usage Charge if you use the Service and exceed a third party supplier's download limits; and
- 11.3.8 any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.



### 12 Charges at the End of the Contract

- 12.1 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:
- 12.1.1 all outstanding Charges for Service rendered;
  - 12.1.2 De-installation Charges;
  - 12.1.3 any remaining Charges outstanding with regard to BT Equipment; and
  - 12.1.4 any other Charges as set out in any applicable Order; and
  - 12.1.5 any Charges reasonably incurred by BT from a supplier as a result of the early termination.
- 12.2 In addition to the Charges set out at Paragraph 12.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
- 12.2.1 for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
    - (a) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
    - (b) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
    - (c) any waived Installation Charges; and
  - 12.2.2 for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.

### 13 Service Amendment

- 13.1 You may request, by giving BT Notice, a change to:
- 13.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 13.1.2 the Service at any time after the Service Start Date.
- 13.2 If you exercise your right in accordance with Paragraph 13.1, 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:
- 13.2.1 the likely time required to deliver the changed Service; and
  - 13.2.2 any changes to the Charges due to the changed Service.
- 13.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 13.1, unless and until BT has 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.
- 13.4 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 Levels

### 14 Service Care Levels

14.1 From the Service Start Date, BT will provide the Service with the Service Care Level available for the relevant Access Line that you select and as set out in the Order in accordance with the below table:

Service Care Level	Description	Access Line Availability
<b>Total Care</b>	BT will aim to respond to an Incident within four hours and to repair an Incident within five hours of you reporting the Incident to BT in accordance with Paragraph 10.	Leased Line Ethernet Fibre
<b>Ethernet Radio</b>	BT will aim to respond to an Incident within four hours and to repair an Incident within 10 hours of you reporting the Incident to BT in accordance with Paragraph 10.	Ethernet Radio
<b>Express Care</b>	BT will aim to repair an Incident within seven hours after you report it to BT in accordance with Paragraph 10.	ADSL or VDSL Ethernet Copper
<b>Enhanced Care</b>	BT will aim to repair an Incident within 20 hours after you report it to BT in accordance with Paragraph 10.	ADSL or VDSL
<b>Standard Care</b>	BT will aim to repair an Incident within 40 Business Hours after you report it to BT and in accordance with Paragraph 10.	ADSL or VDSL

### 15 On Time Delivery

#### 15.1 On Time Delivery Service Level

BT will use reasonable endeavours to deliver the Service on or before the Customer Committed Date (the “**On Time Delivery Service Level**”).

#### 15.2 Exception

The On-Time Delivery Service Level does not apply to upgrades or changes to the Services, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Committed Date will be that agreed delivery date.

### 16 Service Availability

#### 16.1 Availability Service Level

From the Service Start Date, BT will provide the Service with a target availability corresponding to the applicable SLA Category for the Service as set out in the table below (“**Availability Service Level**”):

SLA Category	Annual Target (APT)	Maximum Annual Downtime	Maximum Target	Standard Service Credit Rate	Elevated Service Credit Rate	Credit Interval
Cat B	≥ 99.90%	8 hours	1 hour	4%	8%	1 hour
Cat C	≥ 99.85%	13 hours	3 hours	4%	4%	1 hour
Cat D	≥ 99.80%	17 hours	5 hours	4%	4%	1 hour
Cat E	≥ 99.70%	26 hours	7 hours	4%	4%	1 hour
Cat F	≥ 99.50%	43 hours	9 hours	4%	4%	1 hour
Cat G	≥ 99.00%	87 hours	11 hours	4%	4%	1 hour
Cat H	≥ 98.00%	175 hours	13 hours	4%	4%	1 hour
Cat I	≥ 97.00%	262 hours	15 hours	4%	4%	1 hour

#### 16.2 Availability Service Credits

16.2.1 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime for the Sites starting from when you report or BT gives you notice of a Qualifying Incident, and ending when BT closes the Incident in accordance with Paragraph 10.3.

16.2.2 BT will measure the Availability Downtime in units of full minutes during the Local Contracted Business Hours for Access Line Incidents and during the Contracted Maintenance Hours for BT Equipment Incidents.

16.2.3 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Severity Level 1 Incident occurred (“**Cumulative Monthly Availability Downtime**”).



16.2.4 If the Cumulative Monthly Availability Downtime of the Service exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits for each Service Credit Interval of 4 per cent of the Monthly Recurring Charges.

### 17 Resiliency Restoration

#### 17.1 Resiliency Restoration Service Level

From the Service Start date, where you have purchased a Resilient Service and experience a Qualifying Incident on any Resilient Component, BT aims to restore Service to the affected Resilient Components within 24 hours of you reporting the Incident, or BT detecting the Incident ("**Resiliency Restoration Service Level**"), but the Resiliency Restoration Service Level will not apply where there is a Severity Level 1 Incident (in which case, the Availability Service Level will apply, in accordance with Paragraph 16).

#### 17.2 Resiliency Restoration Service Credits

If the affected Resilient Components are not restored within 24 hours, you may request a Resiliency Restoration Service Credit for each commenced hour in excess of the Resiliency Restoration Service Level of 1 per cent of the total monthly Recurring Charges for the Resilient Service, up to a maximum of 100% of the total monthly Recurring Charges for the Resilient Service.

### 18 Requests for Service Credits

18.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 18.1 will constitute a waiver of any claim for Service Credits for that calendar month.

18.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 18.1:

18.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and

18.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.

18.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Service.

18.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

18.5 The Service Levels under this Schedule will not apply:

18.5.1 in the event that Clause 8 or Clause 23 of the General Terms applies; or

18.5.2 during any trial period of the Service.



## Part D – Defined Terms

### 19 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below 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). 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.

“**Acceptance Test Period**” has the meaning given in Paragraph 9.2.1.

“**Acceptance Tests**” means those objective tests conducted by you that when passed confirm that you accept the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident as set out in Paragraphs 8.3.1 and 8.3.2.

“**Access Line**” means a Circuit connecting the Sites to the BT Network, and may refer to types of copper, fibre, Private Line Circuits, Mobile Data Networks and Satellite Circuits used for the provision of the Service that will be available on a country by country basis.

“**Availability**” means the period of time when the Service is functioning.

“**Availability Annual Target**” has the meaning given in the table at Paragraph 16.1 for the relevant SLA Category.

“**Availability Downtime**” means the period of time during which a Severity Level 1 Incident exists as measured by BT in accordance with Paragraph 16.1.

“**Availability Service Credit**” means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 16.2.4.

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

“**Availability Service Level**” has the meaning given in Paragraph 16.1.

“**BT Price List**” means the document containing a list of BT’s charges and terms that can be accessed at: [www.bt.com/pricing](http://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.

“**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.

“**Customer Domain Incident**” means an Incident that is not an Excluded Incident that is caused or contributed to by an act or omission outside the Service Management Boundary and includes, but is not limited to, Incidents where the reason for outage is a failure caused by:

- (a) inadequate power supply, whether reported by you or proactively identified by BT;
- (b) Customer Equipment or equipment not managed by BT under the Contract;
- (c) a supplier (other than BT); or
- (d) you attempting to use the Service for a purpose beyond the Service design limits or intentions or outside the scope of the Contract.

“**Contracted Maintenance Hours**” means the times during which BT will provide maintenance for BT Equipment, which will be Business Hours unless set out otherwise in any applicable Order.

“**Cumulative Monthly Availability Downtime**” has the meaning given in Paragraph 16.2.3.

“**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.

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

“**De-installation Charges**” means the Charges payable by you on de-installation of the Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

“**Domain Name**” means a readable name on an Internet page that is linked to a numeric IP Address.

“**Ethernet**” means a family of computer networking technologies for LANs.

“**Ethernet RJ45 Port**” means the Ethernet registered jack connection as defined by the Telecommunications Industry Association 568 standard, a commonly understood technical term often casually referred to as the “**LAN jack**” on a computer, Router or modem.

“**Excluded Incident**” means an Incident where the reason for outage is a failure caused by:

- (a) a power failure that you experience that is caused:
  - (i) by a Force Majeure event (but does not include persistent power failures); or
  - (ii) by you carrying out Maintenance where such Maintenance was notified in advance to BT in accordance with the Contract; or
- (b) an Incident that is caused by an initial commissioning or delivery issue before the Service Start Date.



**"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](http://www.bt.com/terms), and form part of the Contract.

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

**"Installation Charges"** means those Charges as set out in any applicable Order in relation to installation of the Service or Customer Equipment 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.

**"IP Address"** means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

**"Local Area Network"** or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

**"Local Contracted Business Hours"** means the times during which maintenance of any Access Line is provided, which will be Business Hours unless set out otherwise in any applicable Order.

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

**"Managed Router"** means a Router owned and provided by BT for use with the Service.

**"Maximum Annual Availability Downtime"** has the meaning given in the table at Paragraph 16.1 for the relevant SLA Category.

**"Maximum Monthly Availability Downtime"** has the meaning given in the table at Paragraph 16.1 for the relevant SLA Category.

**"Minimum Period of Service"** means a period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in any applicable Order.

**"Mobile Data Network"** means any 3G or 4G data service obtained by the User to provide Internet access that is delivered on an Ethernet interface with a public IP address.

**"Monthly Recurring Charges"** means the monthly Recurring Charges for the Service and the sum of the Usage Charges for the three full previous months divided by three.

**"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 Sites 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.

**"Notice of Non-Renewal"** has the meaning given in Paragraph 17.1.

**"Notice to Amend"** has the meaning given in Paragraph 7.1.3.

**"On Time Delivery Service Level"** has the meaning given in Paragraph 15.1.

**"OSI Layer 3"** means the Open Systems Interconnection model as defined International Standard Organization (ISO) # 7498 that you can view at (<http://standards.iso.org/ittf/PubliclyAvailableStandards/index.html>).

**"Private Line Circuits"** means Access Lines from your Sites to the nearest node of the local Internet provider.

**"PIR"** means provider independent resources assigned to you that include autonomous system numbers, provider independent IPv4 address assignments, any cast assignments, provider independent IXP IPv6 address assignments and all future provider independent resources assigned to you.

**"Point of Presence"** or **"PoP"** means an artificial demarcation point or interface point between communicating entities where the entities build a connection with each other.

**"Qualifying Incident"** means an Incident, except where any of the following events have occurred:

- (a) the Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Service at a time when no Incident has been detected or reported.

**"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.

**"Resiliency Restoration Service Credit"** means the Service Credit available for a failure to meet the Resiliency Restoration Service Level.

**"Resiliency Restoration Service Level"** has the meaning given in Paragraph 17.1.

**"Resilient Component"** means, with respect to a Resilient Service, any of the Access Lines, BT Equipment.

**"Resilient Service"** means a Service or part of a Service, as set out in any applicable Order, where BT provides:

- (a) two or more Access Lines, to provide more resiliency;
- (b) BT Equipment; and
- (c) maintenance service 24x7x365 in respect of (a) and (b) above.

“**RIPE**” means the Réseaux IP Européens, an organisation of European IP networks whose primary policy is the assignment and management of Internet numbers such as IP addresses and autonomous system numbers.

“**Router(s)**” means a device that forwards data packets between computer networks, creating an overlay internetwork.

“**Satellite**” means access that is typically used in rural and remote areas and in locations where terrestrial connections are not reliable, or unavailable.

“**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 a fault report and that are based on the Access Line, as set out in Paragraph **Error! Reference source not found.**

“**Service Credit Interval**” has the meaning given in the table at Paragraph 16.1 for the relevant SLA Category.

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

“**Service Level**” means each of the On Time Delivery Service Level, the Availability Service Level and the Resiliency Restoration Service Level.

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

“**Service Options**” has the meaning given in Paragraph 2.1.

“**Severity Level 1 Incident**” means a Qualifying Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site.

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

“**SLA Category**” means the category, as set out in any applicable Order, which, in accordance with the table set out at Paragraph 16.1, specifies the following in relation to the Service, Site or Circuit:

- (a) Availability Annual Target;
- (b) Maximum Annual Availability Downtime;
- (c) Maximum Monthly Availability Downtime; and
- (d) Service Credit Interval.

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

“**Ticket**” means the unique reference number provided by BT for an Incident and 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 as set out in any applicable Order.

“**WEEE**” has the meaning given in Paragraph 6.3.1.

“**WEEE Directive**” means Article 13 of the Waste Electrical and Electronic Equipment Directive 2012.