

Service Schedule for BT Business Broadband Repair Visit Service

1. SERVICE DESCRIPTION

Service Overview

- 1.1 The Service provides an engineering visit to the Site in response to faults reported on the Customer's BT Business Broadband Access Service.
- 1.2 The Service may be ordered by telephone only.
- 1.3 The Service will only be available if BT considers it appropriate following initial fault diagnosis by the Broadband Helpdesk and if resource is available.
- 1.4 The Service is not available in Northern Ireland.

Service Start Date

- 1.5 By ordering the Service, the Customer agrees and accepts that it cannot cancel the Contract under clause 6.1 of the Conditions.

Minimum Period

- 1.6 The Service is a per incident service and therefore there is no Minimum Period.

Service Description

- 1.7 Following initial fault diagnosis by the BT Broadband Helpdesk, BT will arrange for an engineer to visit the Site for further investigation of a fault reported on the Customer's BT Business Broadband Access Service.
- 1.8 Subject to paragraph 1.9, the engineer will remain on the Site until:
 - (a) the fault is repaired; or
 - (b) if a repair is not possible, the fault is diagnosed.
- 1.9 The engineer will remain on Site for a maximum period of one hour. BT may agree to continue to provide the Service after the initial hour and additional charges as specified in the Charges Schedule will apply.
- 1.10 The Service does not include any work on the BT Network.
- 1.11 If the fault is found to be due to a fault with a BT provided broadband router on the Customer's Network and is covered under the warranty, BT will repair or (at its option) replace the broadband router free of charge. Charges will not apply for the engineering visit or the replacement/ repair of the router.
- 1.12 If BT identifies the fault as being due to a hardware fault (other than on a BT provided broadband router) on the Customer's Network, BT may be able to supply and fit replacement and/or additional hardware as necessary. This will be by agreement with the Customer and additional charges will apply.

Minimum Requirements

- 1.13 The Service is available to Customers who have a current contract for BT Business Broadband Access Service and who have reported a fault on the BT Business Broadband Access Service which has been investigated and diagnosed by the BT Broadband Helpdesk.

2. SERVICE LEVELS

- 2.1 BT will respond to reported faults as soon as it reasonably can.

Service Schedule for BT Business Broadband Repair Visit Service

- 2.2 BT will agree an appointment date and time with the Customer but all dates and times are estimates. BT will use its reasonable endeavours to arrange for an engineer to attend the Site on the day and at the time agreed with the Customer however, the Customer acknowledges and agrees that delays may occur or appointments may need to be re-scheduled due to operational or other matters. BT accepts no liability for any failure to keep an appointment.
- 2.3 Site visits are available during Working Hours only unless otherwise agreed. BT can normally arrange a site visit within 2 Working Days of the Customer's application for Service.
- 2.4 BT does not undertake that it will be able to repair all faults reported by the Customer, or that BT will be able to advise on all technical issues relating to the Customer's Network.

3. RESPONSIBILITIES OF THE CUSTOMER AND BT

- 3.1 The Customer must give BT access to the Site at the time agreed between the parties for the appointment.
- 3.2 The Customer is responsible for regularly backing-up any stored data and for the storage of any application software discs.
- 3.3 BT is not responsible for:
- (a) any failures in the supported applications and operating systems;
 - (b) repair or replacement of any equipment (except for a BT provided broadband router in accordance with paragraph 1.11 of this Schedule) which, during the provision of the Service, is diagnosed as being faulty; or
 - (c) the failure of the Customer to follow BT's advice and/or recommendations.

4. CHARGES

- 4.1 The Customer must pay the charges for the Service which are set out in the Charges Schedule.
- 4.2 The charges will be included on the Customer's bill for BT Business Broadband Access Service and are due and payable in accordance with the terms for BT Business Broadband Access Service.
- 4.3 Charges for the Service do not include any costs for replacement parts except for the replacement of any BT provided broadband router in accordance with paragraph 1.11 of this Schedule.
- 4.4 Charges for the Service will be waived if, during provision of the Service, the fault is diagnosed as being a fault:
- (a) in the BT Network; or
 - (b) caused by a fault on a BT provided broadband router as detailed in paragraph 1.11 of this Schedule.
- 4.5 If a fault on the Customer's Network is cleared by BT and the same fault re-occurs and is reported within 28 days of the original fault report, charges for an engineering visit in respect of the repeat fault will not apply unless the fault is due to:
- (a) misuse;
 - (b) accidental or deliberate damage;
 - (c) incorrect environmental conditions;
 - (d) lightning damage; electromagnetic interference; mains electrical surges or failures;

Service Schedule for BT Business Broadband Repair Visit Service

- (e) breach of any manufacturer's instructions; or
- (f) any other cause except normal wear and tear.

Cancellation and Missed Appointment Charges

- 4.6 Cancellation charges will not apply if the Customer cancels an appointment more than eight hours before the appointment time. If the Customer cancels an appointment less than eight hours before the appointment time, the Customer will pay the cancellation charge specified in the Charges Schedule
- 4.7 The Customer will pay the missed appointment charge specified in the Charges Schedule if BT is not able to gain access to the Site at the time of the appointment.

5. ADDITIONAL CONDITIONS

Limits of Liability

- 5.1 Subject to clauses 7.2, 7.3 and 7.4 of the Conditions, the Customer and BT accept liability to the other in contract, tort (including negligence), breach of statutory duty or otherwise for direct loss limited to:
- (a) £1,000,000 for loss of or damage to physical property in any period of 12 consecutive months; and
 - (b) £250,000 for all other loss or damage arising from any one incident or series of connected incidents and £500,000 for all incidents in any period of 12 consecutive months.

Resale

- 5.2 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

WEEE Regulations

- 5.3 The Customer is responsible pursuant to Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery and environmentally sound disposal of any equipment supplied under this Contract which has become waste electrical and electronic equipment. BT and the Customer acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations.

6. DEFINITIONS

In this Schedule, the following terms have the meanings shown next to them:

BT Broadband Helpdesk	The standard helpdesk facility provided by BT for customers to report faults on BT Business Broadband Access Service.
BT Network	BT's network on BT's side of the NTPP including but not limited to PSTN and Business Broadband services.
Charges Schedule	the list of charges for the Service located at http://btbusiness.custhelp.com/app/answers/detail/a_id/13049/?s_cid=bt_b_FURL_business/help/bbvisit/terms (or any other online address that BT may advise the Customer).
Customer's Network	The network on the Customer's side of the NTPP including but not limited to customer wiring, PC equipment, micro-filters and broadband

Service Schedule for BT Business Broadband Repair Visit Service

router.

NTTP

Network Termination Test Point.

Working Day

any day during which the Working Hours apply.

Working Hours

09.00 to 17.00 Monday to Friday excluding bank and public holidays.