

# Service Schedule for BT Business Broadband Access Service

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## 1. SERVICE DESCRIPTION

### Service Overview

- 1.1 The Service provides high speed network access in the United Kingdom to the internet, a range of internet services, helpdesk services and applications, for business purposes as described at <http://business.bt.com/products-and-services> and will be provided to the Customer at the Site.
- 1.2 Depending upon the Service option selected by the Customer, the Service may be ordered either by:-
- (a) telephone or online at <http://business.bt.com/broadband-and-internet/internet-access/broadband> or via BT's approved third party channels; or
  - (b) the Customer signing an Order Form which BT provides to the Customer.
- 1.3 Where equipment is provided under the Contract, clause 2.1 of the Conditions will not apply to that equipment.
- 1.4 For any equipment supplied under the Contract:
- (a) risk passes and acceptance takes place at the time of delivery;
  - (b) title in equipment passes to the Customer on payment of the charges as detailed in the Charges Schedule at which point the equipment becomes Customer Equipment, however title in any equipment supplied without charge remains with BT as BT Equipment;
  - (c) until title passes the Customer undertakes not to sell, charge, assign, transfer or dispose of or part with possession of or encumber the equipment in any way;
  - (d) BT does not guarantee the continuing availability of any equipment. BT reserves the right to add to, substitute or to discontinue equipment.
- 1.5 If the Customer does not wish to use BT provided equipment with the Service, the Customer can connect its own equipment once BT has proved the Service to be working. The

Customer is responsible for ensuring that its equipment is compatible with the Service.

### Service Start Date

- 1.6 Before BT can be certain that it can provide the Customer with the Service, it needs to successfully complete a line test and survey. If the line test and survey reveal that BT cannot provide the Service to the Customer, BT will notify the Customer as soon as possible and the contract for the Service will be cancelled immediately without liability to either party.
- 1.7 The Service Start Date is the date BT advises the Customer the Service will be activated.

### Minimum Period

- 1.8 The Service will have a Minimum Period of 12 or 24 months from the Service Start Date depending upon the Minimum Period that the Customer agrees to when it applies for the Service.

## 2. SERVICE LEVELS

### Faults in the Service

- 2.1 BT will provide the Customer with the Service Care Level applicable to the Service option selected as follows:
- (a) for all options, excluding BT Business Broadband Network and Network Premium, Prompt Care Service Level will be provided;
  - (b) for BT Business Broadband Network, BT will repair within 24 hours of a Service Failure being reported to the BT Business Broadband technical team; and
  - (c) for BT Business Broadband Network Premium, BT will repair within 8 hours of a Service Failure being reported to the BT Business Broadband technical team.

### Customer Service Guarantee

- 2.2 The Customer Service Guarantee set out in the Annex to this Service Schedule applies to the Services specified in the Annex.

# Service Schedule for BT Business Broadband Access Service

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## Faults in the equipment

- 2.3 If, during the Guarantee Period, BT is notified of a fault in the equipment which is due to faulty design, manufacture or materials, or the negligence of BT, BT will where necessary by arrangement with the Customer, replace or (at its option) repair the faulty part free of charge provided that:
- (a) the equipment has been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any, and has not been modified except with BT's written consent; or
  - (b) the fault is not due to accidental or wilful damage; interference with or maintenance of the equipment by persons other than BT; or
  - (c) the fault is not due to faulty design by the Customer where the equipment has been manufactured to the Customer's design; or
  - (d) the equipment has not been tampered with so as to invalidate the guarantee.
- 2.4 This guarantee does not cover fair wear and tear.
- 2.5 Where the equipment is installed by the Customer, the Customer will normally be required to return faulty equipment to BT (where necessary, by arrangement with the Customer), unless BT agrees otherwise in writing.
- 2.6 If the Customer reports a fault and BT finds there is none or the fault falls outside paragraphs 2.3 and 2.4 above, BT may apply a charge.
- 2.7 It is the Customer's responsibility to satisfy itself as to the suitability of the equipment for its needs.

## Software Faults

- 2.8 BT does not warrant that Software supplied under the Contract will be free of faults or that its use will be uninterrupted, but BT will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.

## Use of backup dialler

- 2.9 If, during a Service outage, BT makes use of the un-metered Broadband backup dialler available to the Customer, the Customer should be aware that this service is not intended to be "always on". Accordingly, BT can suspend or terminate the Customer's access to the Service, in accordance with clause 6 of the Conditions if it appears that:-
- (a) the Customer's internet connection is online for 12 hours or more in a 24 hour period; or
  - (b) the Customer's computer (or another device) is automatically redialling its internet connection.
- 2.10 If, during a Service outage, the Customer is using the un-metered broadband backup dialler, it should limit its online sessions to 2 hours. To maintain the quality of service to the Customer and other customers, BT reserves the right without notice to impose physical limits to ensure online sessions do not exceed 2 hours and / or to ensure periods of inactivity do not exceed 20 minutes. The Customer may reconnect to the internet by using its dial-up connection.

## 3. RESPONSIBILITIES OF THE CUSTOMER AND BT

### General

- 3.1 The Customer will need a BT enabled phone line. This phone line may be provided by BT directly or by another provider of the Customer's telephone services. The Customer needs to be the account holder or have the written authority from the account holder to use the phone line for the Service.
- 3.2 The Customer will need to provide a suitable location (including adequate ventilation) at the Site for any BT Equipment and Customer Equipment.
- 3.3 The Customer must access the Service through the Software or in an alternative way permitted by BT, and the Customer must not attempt to circumvent any security measures in the Service.
- 3.4 The Customer will be provided with a user name (user@btconnect or user@domain) and associated mailbox when the Service is

## **Service Schedule for BT Business Broadband Access Service**

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activated. The Customer acknowledges that BT may, without notice, delete the Customer's mailbox(es), content and/or user name, if that e-mail account has not been accessed for over 6 months. BT will not be liable to the Customer where such deletion results in the Customer failing to perform any of its obligations under the Contract. BT will re-instate the account within a reasonable period at the Customer's request, if the Customer is still in contract for the Service and if the request is received within 6 months of deletion of the mailbox.

### **4. CHARGES**

#### **General**

- 4.1 If the Customer does not notify BT of an address to which bills may be sent BT will send the bills to the installation address for the Service, unless the Service is specifically provided on the basis that bills will only be available online.
- 4.2 Where the Service is provided on the basis that bills will only be available online and the Customer has not opted for its charges under the Contract to be included in its BT One Bill, BT will notify the Customer via the e-mail address provided by the Customer to BT at the time of applying for the Service that bills are available to view on-line. The Customer agrees to continually maintain the e-mail address as this will be the only means by which BT will inform the Customer that a bill is available to view. No paper copies of bills will be provided
- 4.3 BT will hold bills online for a maximum of 15 months. If the Customer wishes to keep a record of bills for business use (VAT or other reasons) the bills may be printed or saved from the Customer's internet browser.
- 4.4 Payment is due within 28 days of the date of BT's bill. Any credits to be applied to the Customer's bill will be applied by BT in arrears.
- 4.5 The late payment charge payable under clause 4.14 (a) of the Conditions is set out in the Charges Schedule.
- 4.6 If the Customer re-grades its BT Business Broadband service a re-grade charge may apply. Applicable charges are set out in the Charges Schedule.

- 4.7 Unless otherwise agreed, payment will not be made by monthly payment plan.
- 4.8 Unless the Service is specifically provided on the basis that charges can only be paid by Direct Debit, clause 4.10 of the Conditions will not apply.

#### **Abortive Visit Charge**

- 4.9 BT reserves the right to raise an abortive visit charge as set out in the Charges Schedule in the following circumstances:-
- (a) When a BT engineer attends an incorrect address provided by the Customer.
  - (b) When a BT engineer arrives to carry out the installation at the address provided by the Customer, but the Customer no longer wants the installation completed.
  - (c) When entry is refused at the Site, or no access can be gained at the appointed time agreed between BT and the Customer.
  - (d) If BT is delayed in its installation activities because the Customer fails to make equipment that BT has despatched to the Customer for installation purposes available to BT on arrival at the Site.
  - (e) If the engineer attends on Site and finds that the location and/or environment provided by the Customer for the BT Equipment and/or Customer Equipment is not suitable.
  - (f) If the Customer provides BT with less than 24 hours notice of an amendment to, or cancellation of, its order.

#### **Usage Charges**

- 4.10 If the Service option selected by the Customer includes a monthly usage allowance then the allowance will expire at the end of each calendar month and cannot be transferred to a subsequent month if unused. BT will notify the Customer once it has reached 80% of its allowance. If the Customer subsequently exceeds its allowance, BT reserves the right to charge the Customer for its extra usage in accordance with the charges set out in the

## **Service Schedule for BT Business Broadband Access Service**

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Charges Schedule, or end the Contract in accordance with clause 6 of the Conditions, or upgrade the Customer to another Service option that is better suited to the Customer's usage.

### **Cancellation charges**

- 4.11 The cancellation charges referred to in clause 6.1 of the Conditions are set out in the Charges Schedule.

### **Early Termination Charges**

- 4.12 The termination charges referred to in clause 6.5 of the Conditions are set out in the Charges Schedule

### **Ceasing Service**

- 4.13 If the Customer ends the Contract and/or ceases the Service and does not request and use a migration access code (MAC) or other recognised transfer process to move to another service provider, the Customer must pay a cease charge which is set out in the Charges Schedule. A cease charge will not be payable where the Customer moves to a new Site and BT is unable to provide the Service at the new Site.

## **5. ADDITIONAL CONDITIONS**

### **Temporary loss of service**

- 5.1 During activation of the Service, the Customer may experience a temporary loss in its telephone service. This is because the Customer's existing connection needs to be replaced to allow it to access the Service.

- 5.2 Where a Customer re-grades from one broadband service to another broadband service the Customer will experience interruption to the Service. This is because of the installation activities BT needs to undertake.

### **BT Infinity for business (fibre) broadband**

- 5.3 At the time of order placement BT will make an appointment with the Customer for installation and configuration of the Service at the Site. Appointments for installation are available between 08:00 and 18:00 on Working Days and are provided on the basis of a two hour time-slot during which the BT engineer will arrive at the Site.

- 5.4 The Customer must provide BT with access at the time that the parties agree for the appointment.

- 5.5 Prior to the appointment date BT will despatch equipment to the Customer that is needed by BT for connecting to the Service as part of its installation activities.

- 5.6 The equipment to provide fibre broadband is connected to the Customer's master telephone socket. BT can provide and install a data extension kit up to 30 metres in length at no additional charge, should the Customer require the equipment to be located at a distance from the master telephone socket. The route the data extension kit will run will be agreed between BT and the Customer at the time of installation.

- 5.7 Where the Customer is re-grading from a non fibre broadband service BT will transfer settings from the Customer's existing BT Business Hub to the BT Business Fibre Hub.

- 5.8 As part of the installation the BT engineer will connect one Customer computer to the Service to prove the Service is working. The Customer must provide a computer with either a Windows or Mac operating system that:

(a) is fully operational at the time of the engineer visit (including free of viruses); and

(b) is located within close proximity to the Customer's connection point and power outlet for the Service.

- 5.9 BT recommends that, prior to BT's visit to the Site to undertake installation of the Service, the Customer backs up any data stored on the Customer's computer. BT accepts no responsibility for any data that may be lost.

- 5.10 If the Customer does not wish BT to connect its computer to the Service as set out above, the BT engineer's laptop will be used to prove the Service is working.

- 5.11 If the Customer chooses to connect its own equipment to fibre broadband instead of the BT provided hub, the Customer will need to re-connect the BT provided hub in the event of a service failure. in order for BT to undertake diagnostic activities.

# Service Schedule for BT Business Broadband Access Service

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## Return of equipment

- 5.12 BT may require the Customer to return to it:-
- (a) any BT Equipment if the Contract is cancelled or ended under clauses 6 or 9.1 (c) of the Conditions; or
  - (b) any faulty equipment if the Customer has been provided with equipment by BT to replace faulty equipment,

such equipment must be returned to BT in the prepaid postage package BT sends to the Customer. If the Customer does not return the equipment to BT within 14 days of receiving the prepaid postage package, the Customer may be charged for the equipment (at the charges set out in the Charges Schedule), postal charges for both initial despatch and the prepaid return package and a reasonable administration charge.

## Network management

- 5.13 BT may take action to manage network performance during periods where there is high demand which may include line speed reductions, application and protocol management.

## Fair Use Policy

- 5.14 The Customer must use the Service in accordance with the Fair Use Policy. If the Customer does not do so, BT will take the action set out in the Fair Use Policy, which may include reducing the speed at which the Customer is able to use the Service at peak times or ending this Contract.

## Static IP Addresses

- 5.15 If the Customer chooses to opt for Static IP or a range of Static IP addresses provided by BT:-
- (a) an administrative charge may be applied to the Customer's account if it downgrades its IP status leading to a decrease in the rental charge;
  - (b) BT is not responsible under the Contract for providing any technical or other support to the Customer's Local Area Network;

- (c) the IP addresses that are allocated to the Customer are for use in connection only with the Service and the Customer will not gain any ownership rights in those IP addresses. The Customer must not sell them or agree to transfer them to anyone else or try to do so.
- (d) if the Contract is terminated for any reason the IP addresses will revert to BT.

## Web site(s)

- 5.16 Where the Service allows, the Customer may be able to set up its own web site(s) as part of the Service. If the Customer does so, the Customer:-
- (a) is responsible for the material that it or anyone else puts on its web site(s);
  - (b) must include its contact details (e.g. email address) clearly on its web site(s);
  - (c) must ensure that material on its web site(s) and the use of it must not in any way be unlawful;
  - (d) must in particular ensure that all necessary licences and consents (including those from owners of copyrights, performing rights and any other relevant intellectual property rights) have been obtained.

## BT Tech Heads™ Enhance

- 5.17 Where access to BT Tech Heads™ Enhance is included as part of the Service, BT will provide remote access IT support to the Customer on the hardware, applications and operating systems set out at [www.bt.com/business/help/advancesupport](http://www.bt.com/business/help/advancesupport) and subject to the following:
- (a) the Customer is responsible for taking appropriate steps to maintain and safeguard its IT system through regular data back-up, running current virus software and adopting other appropriate security or maintenance procedures;
  - (b) if the Customer is required to install any diagnostic and/or technical support software to assist in the support

## Service Schedule for BT Business Broadband Access Service

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- process, the Customer agrees to install and keep installed such software. If the Customer refuses to install such software BT may, at its option, either provide the Customer with a reduced scope of support, or withdraw provision of support in its entirety;
- (c) the removal of Malware is specifically excluded from the scope of support, but may be available upon request and subject to the additional charge set out in the Charges Schedule.
- 5.18 BT will provide support on up to 3 personal computers (PCs) designated by the Customer. Remote access support will be available 24 hours per day, 7 days a week. BT reserves the right to introduce a limit on the duration of time for which support is provided on any PC, in the event BT considers the Customer's use of the support to be excessive or detrimental to support provided to other customers generally.
- 5.19 The Customer agrees that BT or its representatives may access its registered computing equipment via a remote access client.
- 5.20 The Customer agrees:-
- (a) to have technical details of the supported computing equipment, local area network and connected devices, collected and securely stored by BT for use during fault diagnosis and support incidents; and
- (b) to allow BT's technical support agents to create, as necessary, systems administration accounts on the Customer's PCs and to keep these accounts active and unchanged as required to deliver the service; and
- (c) to give permission for BT's technical support agents to remotely access and monitor the Customer's computer systems and network for the purposes of fault diagnosis and resolution.
- 5.21 BT does not guarantee that it will be able to fix all faults reported by the Customer, or that BT will be able to advise on all service related issues.
- 5.22 The Customer accepts that BT will not be liable for any failures in the supported applications and operating systems that cannot be resolved using the Service, or for the Customer's failure to correctly follow BT's advice and recommendations. BT recommends that the Customer regularly and frequently backs-up any stored data as BT does not accept any liability for loss or corruption of the Customer's data.
- 5.23 If a fault is due to a failure in the Customer's equipment which is not covered by the service it is the Customer's responsibility to arrange for its repair or replacement.
- ### Limits of Liability
- 5.24 Subject to paragraph 5.25 below, the limit of liability under clause 7.2 of the Conditions is:
- (a) £1,000,000 for loss of or damage to physical property; and
- (b) £500,000 for all other direct loss or damage arising from any one incident or series of connected incidents and £1,000,000 for all incidents in any period of 12 months.
- 5.25 BT's sole liability for failure to repair a service covered by the Customer Service Guarantee is limited to the amounts payable to the Customer as set out in the Annex to this Service Schedule. Any amounts paid by BT under the Annex will reduce by the same amount BT's limit of liability under paragraph 5.24 (b).
- ### Resale
- 5.26 The Service and Software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell either (or any part or facility of it) to any one else.
- ### Notices
- 5.27 In addition to the addresses stated in clause 9.9 (b) of the Conditions, notices may be delivered to the Customer at the primary email address that BT provides to the Customer on registration for the Service.
- 5.28 BT at its discretion may also notify the Customer of any changes that BT makes to the Contract under clause 5 of the Conditions at the primary email address that BT provides to the Customer on registration for the Service.

## **Service Schedule for BT Business Broadband Access Service**

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### **6. DEFINITIONS**

In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:-

**BT Price List** the document containing a list of BT's charges and terms and which can be seen at: <http://www.bt.com/pricing> (or any other on-line address that BT may advise the Customer).

**Charges Schedule** the list of charges for the Service located at <http://business.bt.com/broadband-and-internet/internet-access/broadband/terms> (or any other online address that BT may advise the Customer).

**Fair Use Policy** BT's fair use policy set out at <http://business.bt.com/broadband-and-internet/internet-access/broadband/fair-use-policy>.

**Guarantee Period** a 12-month manufacturer's guarantee or such other period as provided by the manufacturer which commences from the date of delivery of the equipment to the Customer.

**Malware** software deliberately written for a specific and undesirable purpose, such as viruses, worms, spyware and other forms of hostile, intrusive, annoying software or program code.

**Order Form** the form (including any applicable Charges Schedule), customer requirements form or other form provided by BT to the Customer, setting out the details of the Customer's order and any charges and associated terms.

**Service Care Level(s)** the repair options set out in the BT Price List.

**Service Failure** loss of internet access, email availability and website availability all as more fully described in the Annex to this Service Schedule.