

BT Business Broadband Schedule

Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either of us', 'either one of us', 'each of our', 'each of us', 'both of us', 'one of us' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

Part A – The Service

1. Service Summary

BT will provide you with an internet access service available in a range of options and delivered over a compatible Access Line using traditional copper wiring, fibre optic cabling or a combination of both (depending on the geographical area where BT provides the Service), comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (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 set out in any applicable Order:

2.1 Internet access

2.2 Email addresses

2.2.1 10 email accounts (one of which will be allocated by BT to a username that BT will provide to you in accordance with Paragraph 2.2.2).

2.2.2 A username and a mailbox for each email account, subject to the terms set out at <http://www.bt.com/terms/emaillite>.

2.2.3 You acknowledge that:

- (a) BT may delete your mailbox(es), Content and/or username if you have not accessed the mailbox(es) for over 90 days and BT may terminate your email service. BT will not be liable to you for any such deletion, including where this results in your failure to perform any of your obligations under the Contract; and
- (b) 30 days after the end of the Contract for any reason, BT will disable your email accounts (including any sub-accounts) and mailboxes and delete any Content and/or username. It is your responsibility to copy or back up to a separate device or service any emails or other Content you wish to keep before this 30 day period ends.

2.3 Web-space

2.3.1 50Mb of web-space you may activate by using the web-space tools provided by BT and use for the setting up of a website(s).

2.3.2 If you set up your own website(s) using web-space provided with the Service you will:

- (a) be responsible for the material that you or anyone else puts on your website(s);
- (b) include your contact details (e.g. email address) clearly on your website(s);
- (c) ensure that material on your website(s) and its use is not unlawful; and
- (d) obtain all necessary licences and consents (including those from owners of copyrights, performing rights and any other relevant intellectual property rights).

2.3.3 BT may:

- (a) impose service limitations and restrictions including limits (which BT may vary from time to time) on the physical amount of web-space available for use. BT will not be liable for any rejection, deletion or loss of data if you exceed any limit or restriction;

- (b) suspend access to the web-space including access to any sub-domain name if you have activated the web-space but you have not uploaded any Content within 90 days of the commencement of the Service. Your sub-domain will be stored on BT's systems and may be activated by you using the web-space tools provided by BT; and
- (c) 30 days after the end of the Contract for any reason, remove the web-space provided to you as part of the Service. It is your responsibility to ensure that you copy or back up to a separate device or service, any email or other Content you wish to keep before this 30 day period ends.

2.4 Unlimited BT Wi-fi Access

- 2.4.1 BT Wi-fi Access includes connection to the BT Network and if required the Internet, but is independent from your network that is linked to the Service and to any services connected to your network.
- 2.4.2 You may connect to the Internet using BT Wi-fi Access using your Customer Equipment and login name and password when you are located within the radio frequency coverage area of a BT Site. BT may restrict access to, or respond to a request from one of BT's BT Wi-fi Partners to restrict access to, specific websites at a BT Site.
- 2.4.3 You may access BT Wi-fi Access using:
 - (a) an alternative wireless data service where BT has an agreement with the alternative wireless data service provider for such access. Details of BT's alternative wireless data service providers are set out at BT's BT Wi-fi Web Page; and
 - (b) a Hub where your Customer Equipment (including smart phones, tablets and other similar devices capable of connecting to the Internet) is within range of the Hub and you enter the correct user credentials or access code provided to you by BT from time to time.
- 2.4.4 If you receive an error message when accessing the Internet using BT Wi-fi Access (for example, if you type an address incorrectly or access a broken link or hyperlink) BT may provide results that BT thinks relevant or helpful to you. BT will assume you have given BT permission to do this if you continue to use BT Wi-fi Access.
- 2.4.5 BT Wi-fi Access is dependent on the suitability of your Customer Equipment (including smart phones, tablets and other similar devices capable of connecting to the Internet) and, if applicable, your network. Your Customer Equipment and network are not provided as part of the Service.
- 2.4.6 BT will not authorise or guarantee access to any of the BT Sites for you to use BT Wi-fi Access or guarantee that BT Wi-fi Access will continue to be available from a specific BT Site.
- 2.4.7 BT will not guarantee the security of BT Wi-fi Access against unlawful access or use. You will ensure that you implement adequate internal security policies to stop unlawful access to or use of BT Wi-fi Access.
- 2.4.8 BT Wi-fi Access provided under this Contract is intended for your own use only and you will not share it publicly or with any third parties.
- 2.4.9 If you make the Service available to third parties in breach of Paragraph 2.4.8, you acknowledge that:
 - (a) it is your responsibility to filter Content and to comply with all relevant safety and security regulations or laws for publicly sharing BT Wi-fi Access;
 - (b) BT will not be responsible for filtering any Content and will have no liability to you or any third party for any harm, distress or damage resulting from your breach of Paragraph 2.4.8 and you will indemnify BT against any such claims; and
 - (c) BT may terminate the BT Wi-fi Access, the Service or the Contract.

2.5 Usage allowance

BT will provide the Service with a usage allowance that will vary according to the Service Option you order, further details are set out in Section 52, Part 6, Sub-part 3 of the BT Price List.

3. Service Options

BT will provide you with any of the following options that are selected by you as set out in any applicable Order (“**Service Options**”) and in accordance with the details set out in that Order and as set out in Section 52, Part 6 of the BT Price List:

3.1 BT Business Broadband

- 3.1.1 Wires Only;
- 3.1.2 Broadband;
- 3.1.3 Broadband Unlimited; or
- 3.1.4 Broadband Premium.

3.2 BT Business Infinity

- 3.2.1 Broadband (Fibre);
- 3.2.2 Infinity Essential;
- 3.2.3 Infinity;
- 3.2.4 Infinity Unlimited;
- 3.2.5 Infinity Premium;
- 3.2.6 Infinity Ultra; or
- 3.2.7 Infinity on Demand.

3.3 Hubs

- 3.3.1 You may order a Hub with the Service.
- 3.3.2 Where you order a Hub, risk and title will pass as set out in Paragraph 15.3.
- 3.3.3 BT will not guarantee the continuing availability of the Hub. BT may add to, substitute or discontinue Hubs.
- 3.3.4 If you do not wish to use a Hub with the Service, you may connect your own equipment once BT has proved the Service is working.
- 3.3.5 If BT installs the Service, you will ensure that your equipment is compatible with the Service. If you connect your own equipment to the Service, instead of the Hub, you accept that you will need to re-connect the Hub in the event of an Incident in order for BT to undertake diagnostic activities.

3.4 BT Tech Heads™

- 3.4.1 Where BT includes access to BT Tech Heads™ as part of the Service, BT will provide remote access technical support, including basic troubleshooting, to you on the hardware, applications and operating systems set out at http://btbusiness.custhelp.com/app/answers/detail/a_id/15279:
 - (a) on up to three personal computers (“**PCs**”) or Apple Macs you register with BT (excluding mobile devices, mobile handsets, tablets and other similar device); and
 - (b) 24 hours a day, seven days a week.
- 3.4.2 BT may introduce a limit, by giving you Notice, on the duration of time for which support is provided on any PC or Apple Mac, if BT considers your use of the support to be excessive or detrimental to BT’s ability to provide support to other customers generally.
- 3.4.3 BT will not guarantee that BT will be able to remedy all Incidents you report or that BT will be able to advise on all Service related issues.
- 3.4.4 BT will not be liable for any failures in the supported applications and operating systems that cannot be resolved using the Service, or for your failure to correctly follow BT’s advice and recommendations.

3.4.5 BT recommends that you regularly and frequently back-up any stored data. BT will not be liable for loss or corruption of any data.

3.4.6 You will:

- (a) take appropriate steps to maintain and safeguard your information technology system through regular data back-up, running current virus software and adopting other appropriate security or maintenance procedures;
- (b) install and keep installed any diagnostic and/or technical support software to assist in the technical support process as BT may advise from time to time. If you do not install such software BT may either provide you with a reduced scope of support or withdraw support totally;
- (c) allow BT access to your registered Customer Equipment using a remote access client;
- (d) allow BT to collect and securely store technical details of the registered Customer Equipment, LAN and connected devices, for BT's use during diagnosis and support; and
- (e) allow BT's technical support agents to create systems administration accounts on your registered PCs or Apple Macs and to keep these accounts active and unchanged as required for BT to deliver the Service.

3.4.7 You agree:

- (a) that the removal of Malware and complex fixes, as BT may determine, are specifically excluded from the scope of support but may be available upon request at an additional charge; and
- (b) that, if an Incident is due to failure of your Customer Equipment which is not covered by BT's BT Tech Heads™ Service, you are responsible for the costs of repair or replacement.

3.5 Microsoft® Office 365

3.5.1 If available in the Value Added Service Annex, you may download and use Microsoft® Office 365 Business Essentials or Microsoft® Office 365 Business Premium depending on the Service Option you select, as set out in the Value Added Services Annex.

3.5.2 You agree that, where Microsoft® Office 365 is available in the Value Added Services Annex, BT provides Microsoft® Office 365 subject to the terms for Microsoft® Office 365 set out at <http://www2.bt.com/static/i/btretail/panretail/terms/bt1161.htm>.

3.6 Static IP Addresses

3.6.1 BT will allocate the number of static IP Addresses as ordered by you, for your own use in connection with the Service.

3.6.2 BT may charge the administrative Charge set out in Section 52, Part 6, Sub-part 3 of the BT Price List if, at any time, you reduce the number of static IP Addresses from the number initially ordered.

3.7 BT Sports App

If available in the Value Added Service Annex, you may access the BT Sports App as set out in and according to the terms of the Value Added Services Annex.

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 the Order, up to the Hub or, if you do not use a Hub, up to the Network Terminating Unit ("**Service Management Boundary**").

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.

4.4 BT will not be responsible under the Contract for providing any technical or other support to your LAN.

- 4.5 BT will not be responsible in any way for any electronic communications services provided by any other Communications Provider and you are responsible for making applications to such providers, for compliance with their terms and for payment of any charges.

5. Associated Services and Third Parties

- 5.1 You will have the following service in place that will connect to the Service and are necessary for the Service to function and will ensure that this service meets the minimum technical requirements that BT specifies:
- 5.1.1 except where you select Infinity Ultra or Infinity On Demand (which provide fibre to the premises), you will need a BT enabled Access Line (“**Enabling Service**”).
- 5.2 The BT enabled Access Line may be provided by BT (under a separate contract) or by another Communications Provider. You will need to be the account holder, or have written authority from the account holder to use the Access Line for the Service.
- 5.3 If you cease to have a BT enabled Access Line (whether provided by BT or a third party) for whatever reason, the Service will automatically cease, the Contract or the Service will terminate and you will pay a cease Charge as set out in Paragraph 10.8. If this occurs during the Minimum Period of Service, you will pay BT Termination Charges as set out in Paragraph 11.
- 5.4 If BT provides you with any services other than the Service (including, but not limited to any Enabling Service), this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.5 BT will not be liable for failure to, or delay in, supplying the Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

6. Specific Terms and Conditions

6.1 Changes to the Contract

6.1.1 BT can amend the Contract (including the Charges) at any time by either:

- (a) publishing the amendment online at www.bt.com/pricing and/or www.bt.com/terms (or any other online address that BT advises you of); and/or
- (b) by giving Notice to you,
- for amendments that cause you material detriment, at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.

6.1.2 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you choose to terminate under Clause 17 of the General Terms within:

- (a) 90 days of the date of notification if BT has only published the amendment online under Paragraph 6.1.1(a); or
- (b) 30 days of the date of the Notice if BT has given you Notice under Paragraph 6.1.1(b).

6.2 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.

6.3 Minimum Period of Service

At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract, BT will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Contract.

6.4 Service Start Date

Where the Service is to be provided at more than one Site, the Service Start Date is when the Service is made available at the first Site.

6.5 Minimum Guaranteed Access Line Speed

6.5.1 When BT receives your Order, and before the Service Start Date, BT will provide you with:

- (a) an estimate of your upload and download speed ranges, which will depend on the geographical area where BT provides the Service; and
- (b) the Minimum Guaranteed Access Line Speed that you can expect for your Service.

6.5.2 If, after 10 days following your Service Start Date, your access line speed is regularly at or below the Minimum Guaranteed Access Line Speed, you may report an Incident to the Service Desk in accordance with Paragraph 9 and BT will try to resolve the Incident.

6.5.3 If:

- (a) BT is unable to resolve the Incident within a reasonable period of time in accordance with Paragraph 9 by providing an access line speed above the Minimum Guaranteed Access Line Speed; and
- (b) where BT requests, you return the Hub using the pre-paid postage package provided by BT, you may terminate the Service in accordance with Paragraph 6.2 at any time (including during the Minimum Period of Service) without paying any of the Charges set out in Paragraphs 10.8, 11.1 (other than the Charges set out in Paragraph 11.1.1) or 11.2.

6.6 Installation of the Service

6.6.1 Where you install the Service, BT will:

- (a) send the Hub to you for your installation; and
- (b) advise you when the Service has been activated.

6.6.2 Where you install the Hub, you will promptly install the Hub in accordance with any instructions BT provides and you acknowledge that any delay in installing the Hub will result in the Service not being available.

6.6.3 Where BT agrees to install the BT Business Infinity Service:

- (a) BT will make up to two appointments with you for installation and configuration of the Service at the Site, at the time of Order placement. Appointments will be between 0800 and 1800 on Business Days (unless BT agrees otherwise);
- (b) you will provide BT with access at the times that we both agree for the appointment(s);
- (c) before the appointment date BT will despatch any equipment to you that BT needs for connecting to the Service as part of BT's installation activities;
- (d) where you agree that BT may install voice wiring at the same time as installation of the Service, you agree and accept that no voice service will be provided over that wiring under this Contract;
- (e) in order to provide the Service to you, BT may be required to request a permit under the Traffic Management Act 2004 ("**TMA**"). If you miss or change an appointment date(s) and BT is unable to complete provision of the Service within the period of the TMA permit, you will pay BT for any additional TMA permit charges;
- (f) to install your BT Business Infinity Service, depending on the option you choose, BT will:
 - (i) connect BT Equipment to your master telephone socket;
 - (ii) install BT Equipment both to the outside of your Site and within the Site (optical termination point) (if BT considers it necessary);
 - (iii) install the Hub;

- (iv) install a battery backup unit if an optical termination point is fitted (if required). Where a battery backup unit is installed, you will be responsible for the ongoing replacement of batteries by contacting the Service Desk;
- (v) connect one computer to the Service. Your computer will:
 - a. have a Microsoft Windows or Apple Mac operating system;
 - b. be fully operational and virus free at the time of the BT engineer's visit; and
 - c. be located within close proximity to your Network Terminating Unit and power outlet for the Service;
- (g) BT recommends that, before the BT engineer's visit to the Site, you back up any data stored on your computer. BT will not be liable for any data lost during installation; and
- (h) if you do not wish BT to connect your computer to the Service as set out in Paragraph 6.6.3(f)(v), BT's engineer will connect the Service to a BT laptop to prove the Service is working.

6.7 Access to Emergency Services

You acknowledge that the Service does not provide the ability for Users to call the emergency services by dialling "999" or "112" and that you should make alternative arrangements to cover this, including maintaining a fixed telephone number.

6.8 Content

6.8.1 Where BT provides you with Content, you acknowledge that:

- (a) the use of Content is at your own risk;
- (b) the Content may change from time to time;
- (c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
- (d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (e) BT will not guarantee the accuracy or completeness of the Content;
- (f) some of the Content will have its own terms which may be displayed online or elsewhere. You will comply with any applicable terms when accessing Content; and
- (g) access to any Content provided on a subscription basis as part of the Service will cease when this Contract ends.

6.8.2 Depending on the Service Options you select, BT may provide you with the means of storing or uploading Content.

6.8.3 BT will have no obligation to store Content or any responsibility if stored Content is lost or deleted.

6.8.4 BT recommends that you save copies of information you wish to keep on other devices not connected with the Service.

6.9 Access to the Internet

You acknowledge that the use of the Internet is at your own risk.

6.10 Freedom of Information

6.10.1 Where the Freedom of Information Act 2000 ("FIA") applies to you and you receive a request under the FIA that includes any information held by you that was provided by BT in connection with the Contract you will:

- (a) notify BT immediately of the request; and
- (b) give BT at least five Business Days to make representations.

6.11 **Dispute Resolution**

BT will try to resolve any complaint or dispute that you may have with BT in accordance with the procedure set out in Clause 24 of the General Terms. If the matter is not resolved through that procedure, you may refer it to adjudication, where appropriate, in accordance with the details set out in BT's Customer Complaints Code set out at <http://www.bt.com/complaintscode>, copies of which are available on request.

6.12 **Re-grade of Service Options**

Where you re-grade from one Service Option to another you may experience interruption to the Service.

Part B – Service Delivery and Management

7. BT's Obligations

7.1 Service Delivery

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

- 7.1.1 will provide you with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service ("**Service Desk**");
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under this Contract;
- 7.1.3 will complete a line test or survey or both to verify that BT can provide the Service to you and, if a survey identifies that additional engineering work is required in order to provide the Service to the Sites, BT may provide a new quote to you detailing the additional Charges that you will need to pay for the engineering work to be completed, as set out in Section 45 of the BT Price List. If:
 - (a) you accept the new quote, BT will cancel the existing Order to the affected Sites and will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
 - (b) 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; or
 - (c) a survey identifies that BT is unable to provide the Service to you, BT will notify you as soon as possible and the Contract for the Service will be cancelled immediately without liability to either of us;
- 7.1.4 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Customer Committed Date**") and will use commercially reasonable endeavours to meet any Customer Committed Date except that, if you request a change to the Service or any part of the Service, including, without limitation, any Purchased Equipment or any IP Address location, BT may change the Customer Committed Date to accommodate that change;
- 7.1.5 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;
- 7.1.6 dispatch any Purchased Equipment for delivery to the applicable Site as set out in the Order; and
- 7.1.7 if agreed between both of us as set out in the Order, install any Purchased Equipment at the applicable Sites, in which case BT will test Purchased Equipment to ensure that it is ready for use.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Service;
- 7.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 7.2.3 connect the Service to each Enabling Service; and
- 7.2.4 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 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 the Contract if you report an Incident on the BT Network;
- 7.3.2 may carry out Maintenance and will endeavour to inform you at least five Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required;
- 7.3.3 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use;
- 7.3.4 may, for operational reasons, including the provision of Service enhancements and/or Software upgrades:
 - (a) change any codes or numbers given to you, the performance or functionality of the Service, or the way BT provides the Service, provided that any change to the Service or the way BT provides the Service will not affect the performance or functionality of the Service to your material detriment; or
 - (b) interrupt or suspend Service. If this happens BT will restore the Service as quickly as possible;
- 7.3.5 may take action to manage network performance during periods where there is high demand. Such actions may include line speed reductions and application and protocol management. Information relating to typical traffic management practices undertaken by BT is set out at <http://btbusiness.custhelp.com>; and
- 7.3.6 if BT becomes aware of or are made aware of a malicious domain, may take steps in the BT Network to block access to that domain to protect you from possible criminal threats associated with that domain.

7.4 The End of the Service

On termination of the Service by either one of us, or expiry, BT:

- 7.4.1 will provide configuration information relating to the Service provided at the Sites in a format that BT reasonably specifies;
- 7.4.2 may disconnect and remove any BT Equipment located at the Sites; and
- 7.4.3 may delete any Content including emails stored on the Service.

8. Your Obligations

8.1 Service Delivery

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

- 8.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 8.1.2 provide BT with any information reasonably required without undue delay;
- 8.1.3 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;
- 8.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.5 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.6 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:

- (a) inform your employees and Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/or Users; and
- (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of Services by BT;
- 8.1.7 ensure that the LAN protocols and applications you use will be compatible with the Service;
- 8.1.8 acknowledge that the Service and Software is provided solely for your own use and will not resell or attempt to resell either (or any part or facility of it) to anyone else;
- 8.1.9 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site;
- 8.1.10 prepare and maintain the Site for the installation of BT Equipment and Purchased Equipment and supply of the Service, including, without limitation:
 - (a) provide a suitable and safe operational environment for any BT Equipment and/or Purchased 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) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect BT Equipment and/or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
 - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment and/or Purchased Equipment at such points and with such connections as BT specifies. 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 British standards; and
 - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- 8.1.11 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 15.3:
 - (a) keep the Purchased Equipment safe and without risk to health;
 - (b) only use the Purchased Equipment, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
 - (c) not move the Purchased Equipment or any part of it from the Site;
 - (d) not make any alterations or attachments to the Purchased Equipment without BT's prior written consent. If BT gives consent, any alterations or attachments will become part of the Purchased Equipment;
 - (e) not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
 - (f) not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
 - (g) not claim to be owner of the Purchased Equipment and ensure that the owner of the Site will not claim ownership of the Purchased Equipment, even if the Purchased Equipment is fixed to the Site;

- (h) obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
 - (i) indemnify BT against all claims and proceedings arising from your use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost. You will keep BT informed of anything which may affect BT's rights, or involve BT in any proceedings, loss or liability;
 - (j) ensure that the Purchased Equipment appears in BT's name in your accounting books; and
 - (k) if there is a threatened seizure of the Purchased Equipment, or anything listed in Clause 18.3 of the General Terms applies to you, immediately notify BT and BT may take action to repossess the Purchased Equipment. You will also notify interested third parties that BT owns the Purchased Equipment; and
- 8.1.12 acknowledge that during activation of the Service, you may experience a temporary loss in your telephone service.

8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.2.2 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 you have BT's 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 supplier's or subcontractor's network or equipment; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.3 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;
- 8.2.4 connect equipment to the Service only by using the Network Terminating Equipment at the Sites;
- 8.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 8.2.6 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 8.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (b) take all reasonable steps to prevent unauthorised access to the Service; and
 - (c) satisfy BT's security checks if a password is lost or forgotten;
- 8.2.8 if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
- 8.2.9 not use the Service to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive and will not be used in any way BT considers to be or likely to be detrimental to the provision of the Service to you or service to any of BT's other customers;

- 8.2.10 access the Service in the way permitted by BT;
- 8.2.11 not attempt to circumvent any security measures in the Service; and
- 8.2.12 acknowledge that BT does not guarantee that BT will block access to all malicious domains.

8.3 The End of the Service

On termination of the Service by either one of us, or expiry you will:

- 8.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
- 8.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
- 8.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 8.3.4 arrange for any BT Equipment located at the Sites to be returned to BT; and
- 8.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

9. Notification of Incidents

Where you become aware of an Incident:

- 9.1 you will report it to BT's Service Desk;
- 9.2 BT will give you a unique reference number for the Incident ("**Ticket**");
- 9.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
 - 9.3.2 BT has attempted unsuccessfully to contact you in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you;
- 9.4 if you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident; and
- 9.5 if you report an Incident in the Service BT will resolve the Incident in accordance with the provisions of this Schedule. If BT agrees to work outside the hours specified in the Contract or if you report an Incident and BT finds there is none or that you have caused the Incident, BT may apply a Charge. This Charge will be as set out in the Contract or, if not set out in the Contract, based on BT's reasonable costs.

10. Invoicing

- 10.1 BT will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
 - 10.2.1 Installation Charges, on or after the Service Start Date (or monthly/quarterly in arrears (depending on your billing frequency) prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
 - 10.2.2 Recurring Charges, except Usage Charges, monthly/quarterly in advance (depending on your billing frequency). For any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - 10.2.3 Usage Charges, monthly/quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
 - 10.2.4 any Charges for any Purchased Equipment from the Service Start Date, and those Charges which will apply from the date you take delivery or possession of that Purchased Equipment;
 - 10.2.5 De-installation Charges within 60 days of de-installation of the Service; and
 - 10.2.6 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service.
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:

- 10.3.1 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;
- 10.3.2 Charges for commissioning the Service as set out in Paragraph 7.2 outside of Business Hours;
- 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
- 10.3.4 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
- 10.3.5 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
- 10.3.6 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us, such as but not limited to:
 - (a) Charges for providing paper invoices as set out in Section 15, Part 12 of the BT Price List;
 - (b) late payment Charges under Clause 10 of the General Terms;
 - (c) dishonoured payments as set out in Section 15, Part 12 of the BT Price List;
 - (d) fault attendance Charges as set out in Section 52, Part 6 of the BT Price List;
 - (e) payment processing fees as set out in Section 15, Part 12 of the BT Price List; and
 - (f) re-grade Charges where you re-grade from one Service Option to another Service Option as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.

10.4 Distance Based Charges

BT will apply distance based Charges where you choose Infinity on Demand as set out in Section 52, Part 6, Sub-part 3 of the BT Price List. These charges will apply in addition to excess construction Charges as set out in Section 45 of the BT Price List and the Installation Charge set out in Section 52, Part 6, Sub-part 3 of the BT Price List.

10.5 Abortive Visit Charge

BT may raise an abortive visit Charge as set out in Section 15, Part 8 of the BT Price List in the following circumstances:

- 10.5.1 if BT attends an incorrect address provided by you;
- 10.5.2 if BT arrives to carry out the installation at the address provided by you, and either:
 - (a) you no longer want the installation completed; or
 - (b) you, having previously chosen to be present at the time of installation, do not attend;
- 10.5.3 if BT is refused entry at the Site, or no access can be gained at the appointed time agreed between you and BT;
- 10.5.4 if BT is delayed in BT's installation activities because you fail to make equipment that BT has despatched to you for installation purposes available to BT on arrival at the Site;
- 10.5.5 if BT finds that the location and/or environment provided by you for the BT Equipment and/or Customer Equipment is not suitable or that work needs to be carried out before the installation can take place at that location and/or environment; or
- 10.5.6 if you provide BT with less than 24 hours' notice of an amendment to, or cancellation of, BT's appointment or Order.

10.6 Usage Charges

- 10.6.1 If the Service Option you select 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.
- 10.6.2 If you exceed your allowance, BT may charge you for your extra usage in accordance with the Charges set out in Section 52, Part 6, Sub-part 3 of the BT Price List for each month you exceed the applicable usage limit.

- 10.6.3 BT will advise you by email to your primary email account recorded in BT's system when you reach 100 per cent of your usage allowance.

10.7 Cancellation Charges

The cancellation Charges referred to in Clause 16 of the General Terms will be as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.

10.8 Ceasing Service

Unless BT agrees otherwise, you will pay a cease Charge as set out in Section 52, Part 6, Sub-part 3 of the BT Price List if you end the Contract or cease the Service, or any part of it.

- 10.9 The Charges and associated terms are detailed in the BT Price List except as may be stated in the Order (if any).

10.10 Pricing packages or schemes

Where BT has agreed that the Service can be included within one of BT's standard pricing packages or schemes, you agree that during the period that the Service is included in the pricing package or scheme, the Charges specified in this Schedule may be amended by the terms of the pricing package or scheme. Upon termination of the pricing package or scheme, the Charges will revert to those specified in this Schedule.

11. Charges at the End of the Contract

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:

- 11.1.1 all outstanding Charges for Service rendered;
- 11.1.2 De-installation Charges (if applicable);
- 11.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
- 11.1.4 any other Charges set out in the Order; and
- 11.1.5 all committed costs to a supplier incurred by BT as a result of your commitment to BT under the Contract, which BT cannot reasonably mitigate.

- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate during the Minimum Period of Service, as compensation you will pay BT:

- 11.2.1 Termination Charges equal to 100 per cent of the Recurring Charges for all remaining months of the Minimum Period of Service; and
- 11.2.2 any waived Installation Charges.

- 11.3 If you terminate the Contract in accordance with Paragraph 6.5.3, the Charges set out in Paragraphs 10.8, 11.1 (other than the Charges set out in Paragraph 11.1.1) and 11.2 will not apply.

12. IP Addresses and Domain Names

- 12.1 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 and/or Domain Names will cease on termination or expiration of the Service.

- 12.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.

- 12.3 You warrant that you are the owner of, or are authorised by the owner of the trade mark or name that you wish to use as a Domain Name.

- 12.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

13. BT Equipment

- 13.1 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.
- 13.2 You will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so.
- 13.3 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.
- 13.4 You will not move or relocate any BT Equipment without BT's prior written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.

14. WEEE Directive

- 14.1 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**").
- 14.2 Each of us acknowledge that for the purposes of Article 13 of the WEEE Directive, this Paragraph 14 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 14.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 14.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 14 or in connection with the WEEE Directive.
- 14.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

15. Purchased Equipment

15.1 Consumer Regulations

Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

15.2 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

15.3 Transfer of Title and Risk

15.3.1 Where the Purchased Equipment is delivered to a Site:

- (a) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
- (b) if BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
- (c) if BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

15.4 Acceptance

15.4.1 The Purchased Equipment will be deemed to have been accepted:

- (a) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (b) if BT installs the Purchased Equipment, on the Service Start Date.

15.4.2 Except where you have relied on BT's written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.

15.5 Warranty

15.5.1 At any time during the period of 12 months following the Service Start Date (or any other period that BT gives you Notice of), if you report to BT in accordance with Paragraph 9 that there is an Incident in the Purchased Equipment which is due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, at BT's option, replace either with new or refurbished equipment or repair the part affected by, or causing the Incident free of charge, unless:

- (a) the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any;
- (b) the Purchased Equipment has been modified without BT's written consent;
- (c) the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than BT, or a third party authorised by BT;
- (d) the Incident is due to faulty design by you where the Purchased Equipment has been manufactured to your design; or
- (e) the Incident is due to fair wear and tear.

15.5.2 If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement as set out in Paragraph 15.5.1.

15.5.3 Where the Incident relates to a Hub, you will return the Hub to BT within 14 days of receiving the pre-paid postage package. If BT does not receive it within that time, BT may charge you for the Hub, postal Charges for both initial despatch and the prepaid return package and a reasonable administration Charge.

15.5.4 Where BT replaces a faulty Hub in accordance with Paragraph 15.5.1, BT will use reasonable endeavours to deliver the replacement Hub:

- (a) if ordered by you before 1630, the next Business Day; or
- (b) if ordered by you after 1630, the day after the next Business Day.

15.5.5 BT does not warrant that the Service or Software supplied under the Contract will:

- (a) be free of all Incidents or that its use will be uninterrupted, but BT will remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time; and
- (b) operate in combination with your content or applications, or with any other software, hardware, systems or data.

15.6 Security

15.6.1 You are responsible for the proper use of any usernames, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.

15.6.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

Part C – Service Care Levels – Customer Service Compensation Scheme

16. Service Care Levels

16.1 BT will repair an Incident in accordance with the Service Care Level you have chosen and as set out in the Order from the following options:

Service Care Level	Description	Available on the following Services
Standard Care	<p>BT will aim to repair an Incident by midnight on the second weekday after the day you report the Incident to BT unless a specific appointment date is agreed.</p> <p>BT will treat an Incident reported after 2100 on a weekday, or anytime at weekends or on public or bank holidays, as if you reported the Incident at 0800 on the next weekday after the day you actually reported the Incident to BT.</p>	<p>BT Business Broadband</p> <p>a) Wires Only</p> <p>b) Broadband</p> <p>BT Business Infinity</p> <p>a) Broadband (Fibre)</p> <p>b) Infinity Essential</p> <p>c) Infinity</p>
Prompt Care	<p>BT will aim to repair an Incident by midnight on the next weekday or Saturday after the day you report the Incident to BT unless a specific appointment date is agreed.</p> <p>BT will treat an Incident reported after 2100 on a weekday or a Saturday, or anytime on Sundays or on public or bank holidays, as if you reported the Incident at 0800 on the next weekday or Saturday after the day you actually reported the Incident to BT.</p>	<p>BT Business Broadband</p> <p>a) Broadband Unlimited</p> <p>b) Broadband Premium</p> <p>BT Business Infinity</p> <p>a) Infinity Unlimited</p> <p>b) Infinity Premium</p> <p>c) Infinity Ultra</p> <p>d) Infinity on Demand</p>

16.2 The Service Care Levels will be subject to the additional terms set out in Section 14 of the BT Price List.

16.3 You may upgrade your Service Care Level at an additional Charge as set out in Section 14 of the BT Price List.

16.4 BT Wi-fi Access is not covered by the Service Care Levels.

17. Application of the Compensation Scheme

17.1 The Compensation Scheme applies to the following Service Options BT may provide to you:

17.1.1 Broadband Unlimited;

17.1.2 Broadband Premium;

17.1.3 Infinity Unlimited;

17.1.4 Infinity Premium;

17.1.5 Infinity Ultra; and

17.1.6 Infinity on Demand.

17.2 The Compensation Scheme does not apply to:

- 17.2.1 Broadband Wires Only;
- 17.2.2 Broadband;
- 17.2.3 Infinity Broadband (Fibre);
- 17.2.4 Infinity Essential; or
- 17.2.5 Infinity.

18. Incident Repair Service Credit

- 18.1 If a Service Failure occurs and BT fails to meet the repair times for the Service Care Level you have chosen, you may, subject to the exceptions set out in Paragraph 21, make a one off claim for a Service Credit of £25.00 in accordance with Paragraph 19 (“**Incident Repair Service Credit**”).
- 18.2 If you report a Service Failure that falls within the scope of Paragraph 21, BT may apply a Charge as set out in Section 15 of the BT Price List to cover BT’s reasonable costs incurred in trying to rectify the Service Failure.

19. Requests for Incident Repair Service Credits

- 19.1 You may make a claim for Incident Repair Service Credits by completing the online Claim Form within 90 days after the date BT repairs a Service Failure.
- 19.2 BT will only consider a claim for Incident Repair Service Credits if you report an Incident to the Service Desk in accordance with Paragraph 9.
- 19.3 BT will apply any Incident Repair Service Credit that BT owes to you under this Contract as a credit against the Recurring Charges due on the affected Service.

20. Limit on Compensation

- 20.1 The maximum BT will credit you will be one Incident Repair Service Credit per month for each affected Service.
- 20.2 You may not make more than one claim for Incident Repair Service Credits in relation to a Service Failure or for a series of connected Service Failures.

21. Exceptions

- 21.1 The Incident Repair Service Credit will not be available:
- 21.1.1 in the event that Clause 8 of the General Terms applies;
 - 21.1.2 during any trial period of the Service;
 - 21.1.3 if BT asks for access to the Site and you do not allow this (including where you fail to accept an appointment time for an engineering visit BT allocates for you within the timescales for repair, as determined by the Service Care Level you have chosen);
 - 21.1.4 if, following remote diagnostics, BT sends out a replacement Hub within the timescales for repair as set out in Paragraph 15.5.4 and you are not available to accept delivery of the Hub;
 - 21.1.5 if BT is unable to contact you;
 - 21.1.6 if you cancel the Ticket before BT has rectified any Service Failure;
 - 21.1.7 if you have your Access Line with any Communications Provider other than BT and the Service Failure is as a result of a failure of service on the Access Line you have with that other Communications Provider;
 - 21.1.8 if you report an Incident and BT cannot confirm that an Incident exists after performing tests;
 - 21.1.9 if you asked BT to test the Service at a time when no Incident has been detected and/or reported;
or
 - 21.1.10 if the Service Failure is as a result of:

- (a) a loss of service of another service provided by BT and you have requested service credits under the contract for that service;
- (b) the Service being modified or altered in any way by you, or BT in accordance with your instructions; or
- (c) Planned Maintenance.

Part D – Defined Terms

22. Defined Terms

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

“Access Line” means a Circuit connecting a Site to the BT Network.

“Broadband” is a broadband Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“Broadband Premium” is a broadband Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“Broadband Unlimited” is a broadband Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“BT Business Infinity” means each of Infinity Broadband (Fibre), Infinity Essential, Infinity, Infinity Unlimited, Infinity Premium, Infinity Ultra and Infinity On Demand.

“BT Site” means each physical location of the radio access points offering BT Wi-fi Access to you.

“BT Sports App” means the BT software application which allows you to access a selection of Content from the BT Sport service.

“BT Tech Heads™” means BT’s 24 hours a day, seven days a week technical support service, as set out in Paragraph 3.4.

“BT Wi-fi Access” means BT’s wireless data service (which may also be known as BT Openzone, BT Wi-fi or BT FON) that uses radio frequency to access a BT Site. Fixed line connections from the BT Site connect you to the BT Network and subsequently the Internet or, if applicable, your network.

“BT Wi-fi Web Page” means www.btwifi.com or such other URL as BT may advise from time to time.

“BT Wi-fi Partner” means a third party that owns or controls a site which has BT’s public Wi-fi service installed on it. These third party sites (or “hotspots”) are listed on the BT Wi-fi Web Page.

“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.

“Claim Form” means the claim form you will complete to make a claim for Incident Repair Service Credits under the Compensation Scheme, in accordance with Paragraph 19. This can be found at <http://business.bt.com/business/comms/compensation-scheme/> or such other URL as BT may advise from time to time.

“Communications Provider” or **“CP”** means a person or company who provide an electronic communications network or an electronic communications service.

“Content” means applications, data, information (including emails), video, graphics, sound, music, audio visual media, photographs, software or any other material.

“Customer Committed Date” has the meaning given in Paragraph 7.1.4.

“Customer Contact” has the meaning given in Paragraph 8.1.1.

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

“Customer Service Compensation Scheme” or **“Compensation Scheme”** means the service level agreement set out in Part C and Section 49 of the BT Price List.

“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.

“Enabling Service” has the meaning given in Paragraph 5.1.1.

“FIA” has the meaning given in Paragraph 6.10.1.

“Hub” means a router supplied by BT that is compatible with the Service, which is Purchased Equipment for the purposes of this Schedule.

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

“Incident Repair Service Credit” has the meaning given in Paragraph 18.

“Infinity” is an infinity Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“Infinity Broadband (Fibre)” is an infinity Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“Infinity Essential” is an infinity Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“Infinity on Demand” is an infinity Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“Infinity Premium” is an infinity Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“Infinity Ultra” is an infinity Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“Infinity Unlimited” is an infinity Service Option, with further details as set out at <https://business.bt.com/products/broadband/>.

“Installation Charges” means those Charges set out in the Order in relation to installation of the Service and/or any Purchased Equipment, Customer Equipment and/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.

“Internet Registration Authority” means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

“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).

“Malware” means 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.

“Microsoft® Office 365” means either Microsoft® Office 365 Business Essentials or Microsoft® Office 365 Business Premium.

“Minimum Guaranteed Download Speed” means the minimum guaranteed access line speed provided to you when you order the Service, as further described at www.bt.com/mybroadbandspeed.

“Minimum Period of Service” means a period of 12 or 24 months beginning on the Service Start Date, as set out in an Order and/or the BT Price List.

“Network Terminating Equipment” 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” means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

“PCs” has the meaning given in Paragraph 3.4.1(a).

“Planned Maintenance” means any Maintenance BT has planned to do in advance.

“Prompt Care” has the meaning given in Paragraph 16.1. Further details are set out in Section 14 of the BT Price List.

“Purchased Equipment” has the meaning given in Paragraph 3.3.2.

“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 the Order.

“Service” has the meaning given in Paragraph 1.

“Service Care Level” means the repair options set out in Paragraph 16.1.

“Service Desk” has the meaning given in Paragraph 7.1.1.

“Service Failure” means the total loss of Internet access due to a fault in any part of BT’s broadband network up to and including the main telephone socket in your property or up to and including the Hub if provided by BT.

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

“Service Options” has the meaning given in Paragraph 3.

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

“Standard Care” has the meaning given in Paragraph 16.1. Further details are set out in Section 14 of the BT Price List.

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

“Ticket” has the meaning given in Paragraph 9.2 and may also be known as a “fault reference number”.

“TMA” has the meaning given in Paragraph 6.6.3(e).

“Uniform Resource Locator” or **“URL”** means a character string that points to a resource on an intranet or the Internet.

“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 that is specified in the Order.

“Value Added Services Annex” means the applicable Annex to this Schedule (being one of those available at www.bt.com/terms) that sets out the availability of and terms governing use of Microsoft® Office 365 and the BT Sports App.

“WEEE” has the meaning given in Paragraph 14.1.

“WEEE Directive” has the meaning given in Paragraph 14.1.