



# BTnet (Internet Connect UK) 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 us', 'both 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

- 1.1 BT will provide you with certain data services that allow you to connect to the Internet using a range of access methods at a variety of speeds over the BT Network, comprised of:
- 1.1.1 the Standard Service Components; and
  - 1.1.2 any of the Service Options that are selected by you as set out in any applicable Order, (“Service”).

### 2 STANDARD SERVICE COMPONENTS

- 2.1 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:
- 2.1.1 an access method, comprised of either:
    - (a) a direct connection where the Service is delivered via digital fixed links and terminated on the Managed Router at the Site enabling BT to manage the Service up to the Managed Router; or
    - (b) a direct connection where the Service is delivered via digital fixed links and terminated on your Router at the Site as a No Router Option;
  - 2.1.2 the availability of the following range of access speeds necessary to deliver the bandwidths required by you:
    - (a) 2Mbps to 20Mbps GEA over FTTC;
    - (b) 2Mbps to 30Mbps GEA over FTTP;
    - (c) 2Mbps to 35Mbps EFM;
    - (d) 10Mbps Ethernet Fibre;
    - (e) 100Mbps Ethernet Fibre;
    - (f) 500Mbps Ethernet Fibre;
    - (g) 1Gbps Ethernet Fibre; or
    - (h) 10Gbps Ethernet Fibre;
  - 2.1.3 uncontended and symmetrical bandwidth;
  - 2.1.4 static or dynamic routed IP addresses;
  - 2.1.5 static assigned IPv4 and IPv6 addresses;
  - 2.1.6 one of the following maintenance packages:
    - (a) Enhanced Care for Ethernet Fibre; or
    - (b) Express Care for EFM, GEA over FTTC or GEA over FTTP; and
  - 2.1.7 a Committed Term.
- 2.2 Port speeds are available from 2Mbps to 10Gbps in varying increments based on Ethernet speeds, notwithstanding that although the actual IP throughput of which will be dependent upon the IP applications used by you.
- 2.3 BT will apply Cleanfeed filtering to use of the Internet through the provision of the Service. BT is not responsible for determining the contents of the Cleanfeed list used for the filtering. You will inform BT in writing if you do not want BT to apply such filtering by sending written Notice to the address set out in Clause 25 of the General Terms (or to such other address as BT advise).

### 3 SERVICE OPTIONS

- 3.1 BT will provide you with any of the following options that are selected by you as set out in any applicable Order (“Service Options”), in accordance with the details set out in that Order:
- 3.1.1 Domain Name registration;
  - 3.1.2 DNS (Primary and Secondary Name Servers);

- 3.1.3 mail (mail relay including store and forward);
- 3.1.4 SIP enabled services (where available);
- 3.1.5 SNMP read-only access to the Managed Router to view utilisation and alarm statistics;
- 3.1.6 BT Managed DDoS Security, as set out in the BT Managed DDoS Security Service Annex to this Schedule;
- 3.1.7 reports on your bandwidth utilisation on request; and
- 3.1.8 depending on the configuration, routing protocol and speed of your network, you may select one of the following options:
  - (a) **Failover** – BT will configure the Secondary Access Line as a backup to the Primary Access Line. If the Primary Access Line fails traffic will route via the Secondary Access Line;
  - (b) **Load balancing** – BT will configure the Secondary Access Line for dual running with the Primary Access Line. If one Access Line fails, subject to sufficient capacity being available on the other, traffic can flow over the other; or
  - (c) **Back-up** – the provision of a Secondary Access Line resilience option that provides a lower speed access and lower bandwidth in back-up mode.

#### 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 demarcation points as set out in the remainder of this Paragraph 4 (“**Service Management Boundary**”).
- 4.2 For Service with Managed Routers, the Service Management Boundary is the LAN Port on the Managed Router. You are responsible for the cable connecting to the Customer Equipment.
- 4.3 For Service with an Unmanaged Customer Router, the Service Management Boundary is the Network Terminating Unit of the Access Line that BT provides. You are responsible for the cable connecting the NTU to the Customer Equipment.
- 4.4 BT will have no responsibility for the Service outside of the Service Management Boundary.
- 4.5 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

#### 5 ASSOCIATED SERVICES AND THIRD PARTIES

If BT provides you with any service(s) other than the Service this Schedule will not apply to those service(s) and those service(s) will be governed by their separate terms and conditions.

#### 6 SPECIFIC TERMS AND CONDITIONS

- 6.1 **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 30 Business Days’ Notice to the other.
- 6.2 **Minimum Period of Service**

The Minimum Period of Service will be as set out in the Order and on expiry of the Minimum Period of Service the Contract will continue in force until terminated by either of us in accordance with the Contract.
- 6.3 **Access to the Internet**

The Service enables access to the Internet from your Sites in the UK. The Internet is separate from the Service and use of the Internet is solely at your risk and subject to Applicable Law. BT has no responsibility for any information, software, services or other materials obtained by you using the Internet.
- 6.4 **Provider Independent Resources**

BT is required by Reseaux IP Europeens (“**RIPE**”) to include the following conditions where you take Provider Independent Resource(s) (“**PIR**”) with the Service:

  - 6.4.1 BT is responsible for liaising with you and you will respond to BT’s requests in order to keep registration records up-to-date;
  - 6.4.2 you will provide BT with up-to-date registration data to BT and you acknowledge and agree that some or all of this registration data will be published in the RIPE WHOIS database; and
  - 6.4.3 you acknowledge and agree that:
    - (i) none of the PIR may be sub-assigned to a third party;

- (ii) registration fees will be paid by you to BT for the PIR;
- (iii) the PIR will return by default to the RIPE Network Coordinating Centre if you cannot be contacted to claim them within a reasonable time period and/or any registration fees are not paid to BT on the date that they are due;
- (iv) the use of PIR is subject to RIPE policies as published on the RIPE web site and which may be amended from time to time; and
- (v) violation of RIPE policies is a material breach of the Contract and that immediately following the material breach, the PIR will be returned to the RIPE Network Coordinating Centre.

## 6.5 Use of the Service

6.5.1 You may use the Service for your own purposes, provided that:

- (a) you or any User do not use the Service to send any communication which is illegal including to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party; and
- (b) you will remain responsible for any access and use of the Service by your Users, all Charges incurred and compliance with all terms and conditions by you and your Users under this Contract.

6.5.2 So far as may be permitted by Applicable Law or regulation, you agree that BT will have no liability and you will make no claim in respect of any matter arising from any use of the Service which is contrary to the provisions of Paragraph 6.5.1 and/or BT's specific instructions, such instructions to be provided in writing under the Notice provisions of Clause 25 of the General Terms.

6.5.3 Except as may be otherwise specifically provided under this Contract, BT's obligations and responsibilities under this Contract are solely to you and not to any third party, including any other User. To the extent permitted by Applicable Law, and subject to the limitations of liability in Clause 22 of the General Terms, you will indemnify BT against any liabilities or costs arising from any and all Claims by any third party in connection with the use of the Service.

## 6.6 Charges and Deposits

The Charges for the Service will begin on the Service Start Date and are fixed for the Committed Term, unless we both agree in an Order that they may change throughout this time. All Charges will be calculated in accordance with the charging information attached to the Order.

## 6.7 Termination of Contract

If BT is entitled to terminate this Contract under Clause 18 of the General Terms, BT may, on giving prior Notice, where practicable, suspend the Service without prejudice to BT's termination rights and where BT subsequently exercises such right to terminate, the Termination Charges, if any, set out in the Schedule will accrue from the date of suspension.

## 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 Centre**");
- 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, where applicable, arrange for any survey(s) to be conducted to confirm the availability of a suitable Access Line to the Site(s). If the survey(s) identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s) BT may provide a new quote to you, detailing the additional Excess Construction Charges you will need to pay for the engineering work to be completed. If you:
  - (a) accept the new quote, BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or
  - (b) do not accept the new quote, BT will cancel your existing Order for the provision of the Service to the affected Site(s) and BT will have no obligation to provide the Service to you;
- 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;
- 7.1.5 will not be liable for failure to or delay in supplying the Service:
  - (a) if another supplier delays or refuses the supply of a telecommunications service to BT and no alternative service is available at reasonable cost; or
  - (b) BT is prevented by restrictions of a legal or regulatory nature from supplying the Service.

#### 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 for a Service with Managed Routers, configure the equipment and the Access Line, so that traffic can be transmitted and BT will conduct a set of standard tests to ping the Managed Router;
- 7.2.4 for a Service with an Unmanaged Customer Router, confirm delivery of the Access Line and conduct a set of standard tests to ping the Port; and
- 7.2.5 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date or, if applicable, that the Service is available for performance of any Acceptance Tests as set out in Paragraph 8.2.

#### 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 if BT detects or if you report an Incident on the BT Network;
- 7.3.2 will respond to an Incident reported under Paragraph 9 of the Schedule by carrying out one or more of the following actions:
  - (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by you;
  - (b) where possible, carrying out diagnostic checks from BT's premises;
  - (c) visiting the relevant Site if BT's action under Paragraphs 7.3.2(a) and 7.3.2(b) does not result in the fault being diagnosed or cleared and where BT considers such a visit is necessary; and
  - (d) working with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours;
- 7.3.3 will maintain a web portal and server(s) to provide you with online access to performance reports;
- 7.3.4 may carry out Maintenance from time to time and will endeavour to inform you prior to the work taking place;

- (a) at least five Business Days before any Planned Maintenance on the BT Network and/or on the BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required; or
  - (b) without undue delay for scheduled Access Line maintenance by a supplier;
- 7.3.5 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords;
- 7.3.6 may, for operational reasons, change the technical specification of the Service and/or the codes or numbers used by BT for the provision of the Service, provided that any change to the technical specification does not materially affect the performance of the Service and provided that BT gives you as much notice as possible;
- 7.3.7 will provide DNS to you as set out in the Order but BT will not be responsible for providing DNS to your own customers; and
- 7.3.8 will only be responsible for Incidents on the BT Network.
- 7.4 The End of the Service**
- 7.4.1 On notification of termination of the Service by either one of us, or notification of expiry of the Service, BT will:
- (a) once you have provided BT with a Customer Required by Date in accordance with Paragraph 8.4.1 below, provide you with a date on which termination of the Service (or each part of the Service, including to each Site) is due to take place ("**BT Adjusted Customer Required by Date**") and will use BT's commercially reasonable endeavours to meet any BT Adjusted Customer Required by Date; and
  - (b) inform you if it is necessary for you to provide any input(s) on top of your contracted obligations to be able to terminate the Service(s); and
- 7.4.2 On termination of the Service by either one of us, or on expiry of the Service, BT will:
- (a) provide configuration information to you relating to the Service provided at the Site(s) in a format that BT reasonably specifies; and
  - (b) have the right to disconnect and remove any BT Equipment located at the Site(s).

## 8 YOUR OBLIGATIONS

### 8.1 Service Delivery

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

- 8.1.1 provide BT with the names and contact details of any individuals suitably qualified and authorised to act on your behalf in relation to the provision and management of the Service ("**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 BT reasonably requires without undue delay;
- 8.1.3 provide BT with access to Customer Site(s) 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 if you access the Service via a LAN:
  - (a) provide and maintain a suitable LAN capable of interfacing satisfactorily with the Service;
  - (b) configure the LAN and all associated equipment interfacing to the Service; and
  - (c) acknowledge and agree that BT is not responsible for providing any support whether technical or otherwise, to your LAN;
- 8.1.7 connect equipment to the Service at the defined Service Management Boundary, as detailed in Paragraph 4, only by using the agreed Router at the Site(s) or the LAN Port of the agreed Router;
- 8.1.8 provide BT with the name and contact details of at least one individual who will be responsible for any BT Equipment at the Site(s);
- 8.1.9 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the Service in accordance with BT's instructions, including, without limitation:
  - (a) provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;

- (b) 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 to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services and carry out afterwards any work that may be required to make good any cosmetic damage caused during the installation or maintenance Services;
- (c) provide at no charge to BT a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT 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;
- (d) be responsible for the provision of all Service items (e.g. internal cabling) to the Service Management Boundary (detailed in Paragraph 4), as applicable;
- (e) keep BT Equipment safe and without risk to health;
- (f) only use the BT Equipment, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
- (g) not move the BT Equipment or any part of it from the Site;
- (h) not make any alterations or attachments to the BT Equipment without BT's prior written consent. If BT gives consent, any alterations or attachments will become part of the BT Equipment;
- (i) not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- (j) not allow any lien, encumbrance or security interest over the BT Equipment;
- (k) not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even if the BT Equipment is fixed to the Site(s);
- (l) obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- (m) indemnify BT against all Claims arising from your use of the BT Equipment or if the BT Equipment is damaged, stolen or lost and keep BT informed of anything which may affect BT's rights, or involve BT in any Claims, loss or liability; and
- (n) if there is a threatened seizure of the BT Equipment, or anything listed in Clause 18.3 of the General Terms applies to you, immediately notify:
  - (i) BT as BT may take action to repossess the BT Equipment; and
  - (ii) any interested third parties to let them know that BT owns the BT Equipment;

- 8.1.10 after installation is completed, restore the condition of the Site, including any re-decorating that may be required;
- 8.1.11 with the exception of the BT Equipment and the Software, provide suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service;
- 8.1.12 if you select one of the options as set out in Paragraph 3.1.8, ensure that any Router provided for use with that option is connected to the same segment on your LAN as the Router for the primary Access Line;
- 8.1.13 comply with any instructions BT gives you that BT believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by BT to you or any other customer provided that BT gives you as much notice as possible; and
- 8.1.14 acknowledge and agree that the Contract for the provision of the Service is between BT and you and that where you, utilising the Service, enter into contracts with your customers, you will:
  - (a) remain responsible to BT under this Contract and acknowledge that any contracts you have with such customers for the provision of IP or other services utilising the Service are entirely your responsibility;
  - (b) include in your contracts with your customers conditions of use equivalent to those in Clauses 6.2 and 7 of the General Terms; and
  - (c) provide a support function for the provision of support to your own customers connected to your network who will be required and directed to use this route to report all Incidents, queries and complaints. For the avoidance of doubt, BT will have no responsibility for provision of support to your own customers.

## 8.2 Acceptance Tests

- 8.2.1 After receiving Notice from BT under Paragraph 7.2.5, you will promptly carry out the Acceptance Tests for the Service. The Service will be deemed to have been accepted if you have not:

- (a) carried out the Acceptance Tests and confirmed acceptance to the BT Commissioning Team; or
- (b) notified to the BT Commissioning Team that the Service has not passed the Acceptance Tests, within five Business Days following notification under Paragraph 7.2.5.

8.2.2 Subject to Paragraph 8.2.3, the Service Start Date will be the earlier of the following:

- (a) the date that you confirm acceptance of the Service to the BT Commissioning Team under Paragraph 8.2.1(a); or
- (b) the date following the fifth Business Day following notification under Paragraph 7.2.5.

8.2.3 In the event that the Acceptance Tests are not passed, BT will remedy the non-conformance without undue delay, notify you that BT has remedied the non-conformance and inform you of the Service Start Date.

### 8.3 Service Operation

On and from the Service Start Date, you will:

8.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Centre;

8.3.2 ensure that the Customer Contact will:

- (a) take Incident reports from Users and pass these to the Service Centre using the reporting procedures agreed between both of us; and
- (b) be available for all subsequent Incident management communications;

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

8.3.4 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 and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
- (b) 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;
- (c) approved and used in accordance with relevant instructions and Applicable Law; and
- (d) in conformance with the interface specifications and routing protocols specified by BT;

8.3.5 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;

8.3.6 where applicable, distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;

8.3.7 where applicable, maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;

8.3.8 where applicable, 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; and

8.3.9 where applicable, 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.

### 8.4 The End of the Service

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

- (a) provide BT with a date on which you would like termination of the Service (or each part of the Service, including to each Site) to take place ("**Customer Required by Date**");
- (b) record the date (for each part of the Service, including to each Site) that BT advises is the BT Adjusted Customer Required by Date; and
- (c) provide BT with the name(s) and contact details of the Customer Contact.

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

- (a) on BT's request, provide BT with information to enable BT to create a termination order for the Service, e.g. specific service identity, current Site contact details (name, phone & email);



- (b) provide BT, BT's employees, agents, consultants and subcontractors, with access to your premises, offices and other facilities and utilities as is reasonably required by BT to terminate the Service;
- (c) notify BT in writing at least 10 Business Days before the BT Adjusted Customer Required by Date if a postponement of date is required;
- (d) provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
- (e) ensure that any Customer Equipment is disconnected from any BT Equipment located at the Site(s) prior to the BT Adjusted Customer Required by Date;
- (f) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- (g) arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- (h) be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

## 9 NOTIFICATION OF INCIDENTS

9.1 Where you become aware of an Incident, you will:

- 9.1.1 ensure that the Customer Contact reports the Incident to BT's Service Centre;
- 9.1.2 BT will give you a unique reference number for the Incident ("**Trouble Ticket**"); and
- 9.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Trouble Ticket when:
  - (a) you confirm that the Incident is cleared within 24 hours of being informed; or
  - (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you.

9.2 If you confirm that the Incident is not cleared within 24 hours of being informed, the Trouble Ticket will remain open, and BT will continue to endeavour to resolve the Incident and, where appropriate, BT will continue to measure Availability Downtime, until the Trouble Ticket is closed as set out in Paragraph 9.1.3.

9.3 Where BT becomes aware of an Incident, Paragraphs 9.1.2, 9.1.3 and 9.2 will apply.

## 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, where applicable, on the Service Start Date;
- 10.2.2 Recurring Charges quarterly in advance on the first day of the relevant quarter (for any period where the Service is provided for less than one quarter, the Recurring Charges will be calculated on a daily basis); and
- 10.2.3 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 Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
- 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 Excess Construction Charges;
- 10.3.6 any fees payable by you for deviations from the standard provision of the Service, as set out in the Contract ("**Additional Charges**"); and
- 10.3.7 any other Charges set out in any applicable Order or otherwise agreed between both of us.

10.4 If you cause an unreasonable delay during installation of any equipment required for the delivery of the Service, the Charges for the Service will be charged as if the Service was fully installed from the Service Start Date. An unreasonable delay includes a situation where you fail to grant any of BT's employees, agents or contractors access to any Site to commission the Service within five Business Days after BT's request for access.

10.5 You acknowledge that you may be subject to BT's credit vetting procedures and that BT may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future bills.

10.6 Where you have agreed to Excess Construction Charges and you have submitted a cancellation request, you will pay the full cost of any additional work that has been specifically incurred prior to the cancellation request being received by BT. BT will notify you of such costs.

**11 CHARGES AT THE END OF THE CONTRACT**

11.1 If you exercise your right under Clause 16 of the General Terms to cancel an Order (or part of an Order) at any time before the Service Start Date, you will pay BT by way of compensation:

11.1.1 any Installation Charges as set out in the table below. You may incur these Installation Charges regardless of how long your Minimum Period of Service is or whether there are any variations to this Paragraph set out in an Order; and

11.1.2 any Additional Charges (including any Excess Construction Charges) for costs incurred in preparation of installation.

Cancellation Request Received by BT	Percentage of Installation Charges Payable
At any time after you have received confirmation of the Order being placed up until BT confirms the Customer Committed Date to you.	0 per cent
At any time from the point that BT confirms the Customer Committed Date to you.	100 per cent

11.2 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service, for convenience, during the Minimum Period of Service, you will pay BT, by way of compensation:

11.2.1 all outstanding Charges for the Service rendered;

11.2.2 the Installation Charges if the Customer has not already paid it as part of a one year Committed Term;

11.2.3 an amount equal to 100 per cent of the Recurring Charges for any parts of the Service that were terminated for all other remaining months of the Minimum Period of Service; and

11.2.4 an amount equal to 50 per cent of the Recurring Charges for any parts of the Service that were terminated for all other remaining months of the Committed Term (excluding the Minimum Period of Service).

11.3 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service, for convenience, after the Minimum Period of Service, you will pay BT, by way of compensation:

11.3.1 all outstanding Charges for the Service rendered; and

11.3.2 an amount equal to 50 per cent of the Recurring Charges for any parts of the Service that were terminated for all other remaining months of the Committed Term (excluding the Minimum Period).

11.4 Where you have decreased your bandwidth via a Bandwidth Flex (defined within Paragraph 12.5 below) within the six months prior to the date of your Notice to terminate, the Recurring Charges due under Paragraphs 11.2.3, 11.2.4 and 11.3.2 will be calculated in accordance with the Recurring Charges due prior to the Bandwidth Flex.

11.5 If BT exercises BT’s right under Clause 18 of the General Terms to terminate the Contract you will pay BT the Termination Charges due, if any, as set out in Paragraphs 11.2 and 11.3.

**12 SERVICE AMENDMENT**

12.1 You may request, by giving BT Notice, a change to the Service at any time after the Service Start Date. You may only request one change at any one time. A change must be completed before you are entitled to request a new change.

12.2 If you exercise your right under Paragraph 12.1, and except where a change results from BT’s failure to comply with BT’s obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:

12.2.1 the likely time required to deliver the changed Service; and

12.2.2 any changes to the Charges due to the changed Service.

12.3 Unless Paragraph 12.1 applies, BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until we both agree in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.

12.4 If BT changes a Service because you have given BT incomplete or inaccurate information, BT may, in BT’s reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

- 12.5 Throughout the Committed Term, you may request an increase or decrease of the available Port speed (bandwidth) supplied, subject to the limits defined by the size of the access bearer and the bandwidth increments allowed for the specific bearer/bandwidth combination (each, a “**Bandwidth Flex**”). Any Bandwidth Flex increase or decrease will be chargeable and will operate for a minimum period of five Business Days before you may make any further requests.
- 12.6 Throughout the Committed Term, you may request a Site move, either internally within your existing Site (“**Internal Move**”), or externally to a new Site. All moves are subject to a Site survey which will confirm acceptance of the move, whether an Internal move or an External Move.
- 12.7 Internal Moves are subject to a time related Charge dependent on the length of time required for the work and the time and date requested by you. Pricing is available on your request.
- 12.8 Internal moves are not possible where the Service is provided using Ethernet in the First Mile or Generic Ethernet Access delivered service and these requests will always be treated by BT as External Moves.
- 12.9 External Moves are subject to a new Committed Term and new Minimum Period of Service at the new location.
- 12.10 Throughout the Committed Term, the Customer may request a material change to the Service, including but not limited to an External Move, or a change of access service (including changing to or from a resilient service or upgrading an access bearer), which will be agreed by you and BT in an additional Order and will commence a new Minimum Period of Service and a new Committed Term (“**Modification Order**”).
- 12.11 Where a material change or an External Move is requested, there will be no early Termination Charges provided that:
- 12.11.1 the Minimum Period of Service on existing Service has lapsed;
  - 12.11.2 the annual rental Charge at the new Site is equal to or more than the annual rental Charge at the original Site; and
  - 12.11.3 the new Committed Term is equal to or more than the remaining term of the existing Committed Term.
- 12.12 If an External Move or a material change does not meet the criteria in Paragraph 12.11 then you will be responsible for early Termination Charges equal to 50% of the rental Charge for the remainder of the Committed Term.
- 12.13 If an External Move or a material change is requested within the Minimum Period of Service, you will also be responsible for a Charge equal to the standard connection Charge of the original access bearer.

### 13 IP ADDRESSES AND DOMAIN NAMES

- 13.1 Except for any 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.
- 13.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the relevant Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 13.3 You warrant that you are the owner of the Domain Name or are authorised by the owner of the trade mark or name that you wish to use the Domain Name.
- 13.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, you will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter you will be responsible for paying such fees directly to the relevant Internet Registration Authorities.
- 13.5 BT may, in BT’s sole discretion, require you to select a replacement Domain Name and may either refuse to provide or may suspend Service if, in BT’s opinion, there are reasonable grounds for BT to believe that the Domain Name is, or is likely to be offensive, abusive, defamatory or obscene, or infringe the rights of any person in a corresponding trademark or name.

### 14 BT EQUIPMENT

- 14.1 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.
- 14.2 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.
- 14.3 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.

- 14.4 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.

### 15 WEEE DIRECTIVE

- 15.1 In relation to the BT Equipment, 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**").
- 15.2 Each of us acknowledge that for the purposes of Article 13 this Paragraph 15 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 15.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 15.4 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 15 or in connection with the WEEE Directive.
- 15.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

**Part C – Service Levels**

**16 ON TIME DELIVERY**

**16.1 On Time Delivery Service Level**

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

16.1.2 The Service is delivered when BT provides the following elements of the Service to you enabling you to use the Service:

- (a) for the Service with Managed Routers only, the Managed Router including configuration; and
- (b) for every Service, the dedicated Circuits between the Site and the PoP.

**16.2 On Time Delivery Service Credits**

16.2.1 If BT does not meet the On Time Delivery Service Level, you may claim Service Credits (“**On Time Delivery Service Credits**”) as set out in this Paragraph 16.2.

16.2.2 The On Time Delivery Service Credits will be a reduction by BT to your standard Installation Charges as set out in the tables below. This reduction also applies where you have purchased a Circuit with a free connection offer or as part of a three or five year Contract.

**BTnet (Internet Connect UK) – Ethernet Fibre (not including Ethernet in the First Mile or GEA over FTTC or GEA over FTTP) type delivery**

Number of days beyond Customer Committed Date	Percentage reduction in Installation Charges
7 Business Days	10 per cent
8-31 Business Days	20 per cent
32 Business Days to 6 months	50 per cent
Over 6 months	100 per cent

**BTnet (Internet Connect UK) EFM and GEA type delivery**

Number of days beyond Customer Committed Date	Percentage reduction in Installation Charges
1-10 Business Days	5 per cent
11-15 Business Days	10 per cent
16-20 Business Days	15 per cent
More than 20 Business Days	20 per cent

16.2.3 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercises BT’s right to revise the Customer Committed Date, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

**16.3 Exceptions**

The On-Time Delivery Service Level does not apply to upgrades and/or changes to the Services.

**17 SERVICE AVAILABILITY**

**17.1 Availability Service Level**

From the Service Start Date, BT will aim to provide the Service with target Availability as follows (the “**Availability Service Level**”):

- (a) BTnet (Internet Connect UK) Ethernet Fibre (not including Ethernet in the First Mile or GEA over FTTC or GEA over FTTP) – 100 per cent Availability at all times; or
- (b) BTnet (Internet Connect UK) Ethernet in the First Mile or GEA over FTTC or GEA over FTTP – 99.95 per cent Availability at all times, subject to the terms of this Contract.

**17.2 Availability Service Credits**

17.2.1 If there is a Qualifying Incident, you may claim Service Credits (“**Availability Service Credits**”) as set out in this Paragraph 17.2.

- 17.2.2 The Availability Service Credits will be a reduction to your Recurring Charges for the Service as follows, provided you report the Qualifying Incident and claim for a reduction to the Recurring Charges in accordance with Paragraphs 17.2.6 and 19 below:
  - (a) where the Availability Downtime is less than or equal to 10 hours, BT will apply a reduction equivalent to one day's Recurring Charges per hour of Availability Downtime for that Service. For the purpose of calculating the Availability Downtime, a fraction of one hour will be rounded-up to the nearest hour; and
  - (b) the maximum Availability Service Credits applied per quarter will be capped at 10 hours of Availability Downtime, which is equivalent to 10 days' Recurring Charges for that Service.
- 17.2.3 Where you have opted for an option in Paragraph 3.1.8 and experience a Qualifying Incident, BT, in accordance with this Paragraph 17.2, will apply a reduction to the Recurring Charges of both the primary and secondary links.
- 17.2.4 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when you report a Qualifying Incident, and ending when BT closes the Trouble Ticket for that Incident in accordance with Paragraph 9.3.
- 17.2.5 BT will measure the Availability Downtime in units of full minutes in respect of the Local Contracted Business Hours for Access Line Incidents and in the Contracted Maintenance Hours for BT Equipment Incidents.
- 17.2.6 You will report a Qualifying Incident within two days of experiencing the Qualifying Incident by telephone to your nominated Service Centre.

**18 NETWORK LATENCY**

**18.1 Network Latency Service Level**

- 18.1.1 BT agrees to provide the Service with a Latency commitment subject to the terms of this Contract (the "Network Latency Service Level").
- 18.1.2 Latency is determined by BT and calculated upon the average round-trip transmission measurements taken in 10-minute intervals during a calendar month. Results are posted via the Service's external website ([www.bt.net](http://www.bt.net)).
- 18.1.3 Latency commitment is applicable to the UK Core Network Connection and to the Transatlantic Network Connection as set out in the table below:

Connection	Distance covered	Average round-trip transmission time
UK Core Network Connection	Between BT's selected PoP in the BT Network and BT's designated Routers within the BT Network in the UK	20 milliseconds or less
Transatlantic Network Connection	Between BT's selected PoP in the BT Network and BT's designated transit Routers at each end of the transatlantic link	95 milliseconds or less

**18.2 Network Latency Service Credits**

If BT fails to meet the Latency commitment at any time in two consecutive calendar months, BT will apply a reduction equivalent to one day's Recurring Charges for the Service ("Network Latency Service Credits").

**19 REQUESTS FOR SERVICE CREDITS**

- 19.1 You will claim On Time Delivery Service Credits within 28 days of the Customer Committed Date quoting your relevant reference number by e-mail to [directslg@bt.net](mailto:directslg@bt.net) and any failure by you to submit a request in accordance with this Paragraph 19.1 will constitute a waiver of any claim for On Time Delivery Service Credit(s) in that calendar month.
- 19.2 You will request applicable Availability Service Credits and Network Latency Service Credits within 28 days of BT verifying a Qualifying Incident by providing details of the reason for the claim, the relevant Trouble Ticket number and your relevant reference number by e-mail to [directslg@bt.net](mailto:directslg@bt.net). Any failure by you to submit a request in accordance with this Paragraph 19.2 will constitute a waiver of any claim for Availability Service Credits and Network Latency Service Credits in that calendar month.
- 19.3 Upon receipt of a valid request for Service Credit(s) in accordance with Paragraphs 19.1 and 19.2:

- 19.3.1 BT will issue you with the applicable Service Credit(s) by deducting those Service Credit(s) from your invoice within two billing cycles of the request being received; and
- 19.3.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits within a reasonable period of time.
- 19.4 You will notify BT in writing within two months of the date of BT's invoice if there is a dispute concerning the application by BT of the Service Levels Charges shown on the invoice concerned.
- 19.5 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 19.6 The Service Levels under this Schedule will not apply:
  - 19.6.1 in the event that Clause 8 of the General Terms applies;
  - 19.6.2 during any trial period of the Service;
  - 19.6.3 to failures due to any Force Majeure Event;
  - 19.6.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
  - 19.6.5 to any Incident not reported in accordance with Paragraph 9 above; or
  - 19.6.6 where you make a claim for any failure of the Service within the first 30 calendar days of a new installation or re-configuration of the existing Service, save for failure to meet the Customer Committed Date;
  - 19.6.7 where the failure of the Service is a result of any suspension of the Service under the provisions of this Contract;
  - 19.6.8 where the Incident is due to a fault on your network or your own equipment configuration, or on your side of the Managed Router;
  - 19.6.9 where a fault on the BT Network is due to action taken by you;
  - 19.6.10 where faults and delays in the delivery of the Service reported by you are not observed or confirmed by BT;
  - 19.6.11 where disruptions occur within a pre-notified engineering works window;
  - 19.6.12 where your access fails due to suspension of the Service in accordance with Clause 16.1 of the General Terms resulting from a breach by you;
  - 19.6.13 where the failure of the Service is due to a Denial of Service attack;
  - 19.6.14 where Service is affected by BT's intervention to protect against a Denial of Service attack;
  - 19.6.15 if BT's failure is due to matters beyond BT's reasonable control as set out in Paragraph 7.1.5; or
  - 19.6.16 if you have not complied with the Contract or if your access fails due to suspension of the Service for breach of Contract by you.
- 19.7 Any failure by BT to meet the Service Levels is not in itself a material breach of the Contract.

## Part D – Defined Terms

### 20 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):

**“Acceptance Tests”** means those objective tests conducted by you, which, when passed confirm that you accept the Service and that the Service is ready for use save for any minor non-conformities, which will be resolved as an Incident as set out Paragraphs 7.3.1, 7.3.2 and 7.3.2(d).

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

**“Additional Charges”** has the meaning given in Paragraph 10.3.6.

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

**“Availability Downtime”** means the total number of hours in a calendar month where there has been a Qualifying Incident.

**“Availability Service Credit”** has the meaning given in Paragraph 17.2.

**“Availability Service Level”** has the meaning given in Paragraph 17.1.

**“Bandwidth Flex”** has the meaning given in Paragraph 12.5.

**“BT Adjusted Customer Required by Date”** has the meaning given in Paragraph 7.4.1(a).

**“BT Commissioning Team”** means the team that has been designated to bring the Service to you. Further details of BT’s team are set out in your Order.

**“BT Group Company”** means a BT subsidiary or holding company, or a subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

**“Business Day”** means Monday to Friday, excluding Public Holidays.

**“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.

**“Cleanfeed”** means a filtering system that prevents access to certain Internet sites that contain images of child sexual abuse as notified to BT by the Internet Watch Foundation.

**“Committed Term”** means a period of 1, 3 or 5 years from the Service Start Date, as set out in any applicable Order.

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

**“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 and Software, used by you in connection with a Service.

**“Customer Required by Date”** has the meaning given in Paragraph 8.4.1.

**“Denial of Service”** or **“DoS”** means an attempt to make a machine or network resource unavailable to its intended User.

**“Distributed Denial of Service”** or **“DDoS”** or **“BT Managed DDoS Security”** means a large scale attempt using multiple compromised systems to target a single system to make a machine or network resource unavailable to its intended User.

**“Domain Name”** means a name registered with an Internet registration authority for use as part of the Customer’s URL.

**“Domain Name System”** or **“DNS”** means a directory system which translates numeric IP addresses into Domain Names to identify users on the Internet.

**“EFTA”** means European Free Trade Association.

**“Enhanced Care”** means maintenance for the Service where BT aims to clear incidents within 5 Business Hours of the fault being reported.

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

**“Ethernet Fibre”** means an access technology using a fibre based Ethernet service capable of delivering download speeds of 10 Mbps to 1Gbps.

**“Ethernet in the First Mile”** or **“EFM”** means an access technology using Etherway Copper to provide Ethernet access over Openreach Local Loop Unbundling bonded copper pairs.

**“Etherway Copper”** means the use of copper pairs to provide access together with EFM (copper) electronics.

**“Excess Construction Charges”** means any Charges in addition to the Installation Charges required for the installation of a Service, or an aspect of a Service, that exceed the level normally required, including where additional infrastructure



is provided to give a new or extended Service at a Site or other location where BT would otherwise not choose to extend or provide the BT Network on the basis of normal commercial criteria, and that will be agreed in advance between both of us.

**“Express Care”** means maintenance for the Service where BT aims to clear Incidents within 7 hours of the Incident being reported.

**“External Move”** means any move requiring the Service to be relocated to a different building from its current termination point, or, where deemed appropriate, at the point of survey or at the sole discretion of BT.

**“Generic Ethernet Access over Fibre to the Cabinet”** or **“GEA over FTTC”** means an access technology using a part fibre, part copper infrastructure. The fibre infrastructure is utilised throughout the BT Network, including from the exchange to the cabinet, and then the copper infrastructure is utilised from cabinet to the premises.

**“Generic Ethernet Access over Fibre to the Premise”** or **“GEA over FTTP”** means an access technology using a pure fibre infrastructure throughout the BT Network and from the exchange direct to the premises.

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

**“Installation Charges”** means those Charges set out in the Order in relation to installation and initial connection of the Service and/or any Customer Equipment and/or BT Equipment as applicable.

**“Internal Move”** has the meaning given in Paragraph 12.6.

**“Internet”** means a global system of interconnected networks that use a standard TCP/IP Internet Protocol suite 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, and for relaying datagrams across network boundaries.

**“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.

**“Internet Watch Foundation”** means an organisation that combats online child sexual abuse content in partnership with police, government and the online industry.

**“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.

**“IPv4”** means the fourth version of the Internet Protocol (IP).

**“IPv6”** means the sixth version of the Internet Protocol (IP).

**“Latency”** means the round-trip transmission time between defined points in the BT Network.

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

**“Local Contracted Business Hours”** means the times during which maintenance of any Access Line is provided, which will be Business Hours unless specified otherwise in the Order.

**“Local Loop Unbundling”** means the regulatory process of allowing multiple telecommunications operators to use connections from the telephone exchange to the customer's premises.

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

**“Mbit”** means a unit of information equal to 1,000,000 bits.

**“Minimum Period of Service”** means a period of 12 consecutive months beginning on the operational Service Start Date, unless otherwise set out in an Order.

**“Modification Order”** has the meaning given in Paragraph 12.10.

**“Network Latency Service Level”** has the meaning given in Paragraph 18.1.1.

**“Network Latency Service Credits”** has the meaning given in Paragraph 18.2.

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

**“No Router Option”** means your Router connected to the BT Network from the Site.

**“On Time Delivery Service Credits”** has the meaning given in Paragraph 16.2.

**“On Time Delivery Service Level”** has the meaning given in Paragraph 16.1.

**“Openreach”** means a BT Group Company that manages BT's local access network that connects customers to their local telephone exchange.

**“PIR”** means Provider Independent resources. These are public IP addresses that you can get through RIPE and that on your request BT will advertise on your behalf instead of supplying you with a range of IP Addresses from BT's own pool.

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

**“Point of Presence”** or **“PoP”** means the equipment within the BT Network connected by a dedicated Circuit from the Site.

**“Port”** means the point where the Access Line is connected to the BT Network.

**“Primary Access Line”** means the principal active, traffic carrying Access Line.

**“Public Holiday”** means a day treated as a holiday that is observed over the whole of the UK.

**“Qualifying Incident”** means a Severity Level 1 Incident, except where any of the following events have occurred:

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

**“Recurring Charges”** means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. quarterly), as set out in the Order.

**“RIPE”** has the meaning given in Paragraph 6.4.

**“RIPE Network Coordinating Centre”** means one of four regional Internet registries that supply and administer IP addresses.

**“RIPE WHOIS Database”** means a database containing registration information for networks in the RIPE NCC service region and related contact details.

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

**“Secondary Access Line”** means an additional access Circuit that is used for resilience in either failover, load balancing or back-up services as set out in Paragraph 3.1.8.

**“Secondary Name Server”** means the secondary server utilised for back-up purposes by each Customer connected to the BT Network with a registered Domain Name.

**“Service”** has the meaning given in Paragraph 1.

**“Service Centre”** has the meaning given in Paragraph 7.1.1.

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

**“Service Options”** has the meaning given in Paragraph 3.1.

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

**“SIP”** means Session Initiation Protocol which is a technical standard specified in RFC 3261 and clarified in BT’s PBX SIP Trunking – CPE Interface Specification, available on request, used to initiate and terminate voice calls.

**“Severity Level 1 Incident”** means any failure of the Service via an individual access method causing continuous total loss of the ability to transmit IP packets.

**“Simple Network Management Protocol”** or **“SNMP”** means an Internet-standard protocol for managing devices on IP networks.

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

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

**“Transatlantic Network Connection”** means the connection between BT’s selected PoP in the BT Network and BT’s designated transit routers at each end of the transatlantic link.

**“Termination Charges”** means those Charges incurred in accordance with Paragraph 11.

**“Trouble Ticket”** has the meaning given in Paragraph 9.1.2.

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

**“UK Core Network Connection”** means the connection between a BT selected PoP in the BT Network and BT’s designated routers within the BT Network in the UK.

**“Unmanaged Customer Router”** means a Router owned and provided by you for use with the Service.

**“WEEE”** has the meaning given in Paragraph 15.1.

**“WEEE Regulations”** has the meaning given in Paragraph 15.1.