

Service Schedule for BT Business IT Support Manager On Site Service

1. SERVICE DESCRIPTION

Service Overview

- 1.1 The Service provides IT support on the hardware, applications and operating systems detailed at <http://www.btbroadbandoffice.com/itsmterms> and as described in the Service Schedule and does not include the provision of any hardware.
- 1.2 The Service may be ordered either by telephone or online at <http://www.btbroadbandoffice.com/itsmterms>.

Service Start Date

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

Minimum Period

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

Service Description

- 1.5 Where available, the Service provides an on Site visit, based on a call out charge and an hourly rate, by BT's approved IT subcontractor to carry out general fault diagnosis, installation and reconfiguration and repair of the computing hardware (including servers), software and LAN equipment listed at <http://www.btbroadbandoffice.com/itsmterms>. The Service does not cover faults relating to the Customer's Internet access or provide support for items of non standard equipment or of a specialised nature such as printing machines, plotters, scanners, cameras and video equipment.
- 1.6 The Service is only available in the mainland UK.
- 1.7 Site visits are available between 09.00 and 17.00 Monday to Friday excluding bank and public holidays. BT can normally provide an on Site visit within 48 hours of agreeing to the Customer's request.
- 1.8 The Customer must give BT access to the Site at the time agreed between the parties for the appointment. If BT is not able to gain access to carry out its work at the pre-agreed time it reserves the right to charge the Customer for a missed appointment.
- 1.9 BT will only commence repair work once the Customer has agreed to BT's estimate of charges. If BT believes that a repair cannot be carried out on Site, it will give the Customer the option to have the repair carried out off Site. If BT needs to remove the Customer's equipment for repair it will try to complete the repairs in 5 Working Days. If BT is unable to do this, it will advise the Customer.
- 1.10 If BT replaces items such as hard drives, it will return the Customer's computing equipment with the basic operating system installed ready for the Customer to restore its data and applications.
- 1.11 Computing equipment repair does not include the back-up or restoration of the Customer's data or applications. If the Customer would like BT to do this on computing equipment BT has removed for repair, BT will need to charge the Customer for a further on Site visit.
- 1.12 If BT finds that any equipment requiring repair is still subject to a manufacturer's warranty it will, where possible, liaise with the manufacturer on the Customer's behalf to try to ensure that the faulty equipment is repaired or replaced in accordance with the manufacturer's warranty. BT will not repair any equipment which is still under warranty unless the manufacturer authorises it to do so and has agreed in writing to pay BT's charges to carry out the repair.
- 1.13 If BT diagnoses on its first visit that subsequent visits will be required by specialist support to resolve the Customer's computing equipment faults, charges at higher rates may apply for subsequent on Site visits by these specialists.

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2. SERVICE LEVELS

Fault Repair

- 2.1 BT will respond to reported faults as soon as it reasonably can.
- 2.2 For the purposes of clause 2.9 of the Conditions, BT's normal hours of work are 09.00 to 17.00 Monday to Friday excluding bank and public holidays.

3. RESPONSIBILITIES OF THE CUSTOMER

General

- 3.1 The Service is not intended to be a substitute for the Customer taking appropriate steps to maintain and safeguard its IT system through regular data back-up, running current virus software and adopting other appropriate security or maintenance procedures.

4. CHARGES

General

- 4.1 The Customer must pay the charges for the Service which are set out in the Charges Schedule.
- 4.2 Charges for the Service do not include any costs for replacement parts.
- 4.3 Unless otherwise agreed by the Customer, payment will not be made by direct debit or monthly payment plan.
- 4.4 Payment is due within 28 days of the date of BT's bill.
- 4.5 Clause 4.10 of the Conditions will not apply to this Service
- 4.6 The late payment charge payable under clause 4.14 (a) of the Conditions is set out at <http://www.serviceview.bt.com/list/current/docs/Misc.boo/14379.htm>

5. ADDITIONAL CONDITIONS

- 5.1 In order to use the Service, the Customer's computer systems must meet the following minimum requirements:
- a Windows 2000, Windows XP, Windows Vista or Window 7 operating system;
 - a processor speed of 233MHz or greater;
 - 128MB or more of RAM (256MB if installing BT PC Security);
 - at least 200MB available hard drive space;
 - an available USB, Ethernet or wireless port.
- 5.2 The Customer agrees that BT or its representatives may access the faulty equipment via a remote access client.
- 5.3 The Customer agrees:-
- (a) to allow BT's technical support agents to create, as necessary, systems administration accounts on the Customer's PCs and to keep these accounts active and unchanged as required to deliver the Service; and
 - (b) to give permission for BT's technical support agents to remotely access and monitor the Customer's computer systems and network for the purposes of fault diagnosis and resolution.
- 5.4 BT does not guarantee that it will be able to fix all faults reported by the Customer, or that BT will be able to advise on all service related issues.

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5.5 The Customer accepts that BT will not be liable for any failures in the supported applications and operating systems that cannot be resolved using the Service, or for the Customer's failure to correctly follow BT's, or its appointed IT subcontractor's advice and recommendations. BT recommends that the Customer regularly and frequently backs-up any stored data as BT cannot accept any liability for loss or corruption of the Customer's data.

Limits of Liability

5.6 The limit of liability under clause 7.2 of the Conditions is:

- (a) £1,000,000 for loss of or damage to physical property; and
- (b) £25,000 for all other direct loss or damage arising from any one incident or series of connected incidents.

Resale

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

6. DEFINITIONS

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

Charges the list of charges for the Service located at

Schedule <http://www.btbroadbandoffice.com/internetapplications/itsm/onsite> (or any other online address that BT may advise the Customer).