



BT's Terms & Conditions for Prime Service

Schedule 1 - Service Schedule

1. DEFINITIONS

For the purposes of this Schedule the following supplementary definitions shall apply:

"Annual Committed Spend" - the level of annual rental spend on Eligible Prime Services to which the Customer commits as detailed on the Order Form.

"BT Prime Service Contract Reference" - the number which BT allocates to the Customer on receipt of the Order Form, for the purpose of placing instructions to BT under this Contract.

"BTPS Site(s)" - those site(s) identified on the Order Form which are inside the 0207 telephone code area and to which the BTPS is provided.

"Call" - a signal, message or communication which is silent, spoken or visual on each BTPS Circuit provided by BT to the Customer under this Contract.

"Contact Telephone Number" - the telephone number and name of a person who is the Customer's contact point.

"Contract Floor" - 90% of the Customer's Annual Committed Spend.

"Contractual Delivery Date" - the date on which BT agrees to provide certain BTPS Circuits or such later date as may be agreed between BT and the Customer.

"Customer Acknowledgement" - BT will contact the Customer confirming details of the Customer's requirements for new BTPS Circuits (including the Contractual Delivery Date), any rearrangement of existing BTPS Circuits and any BTPS Circuits which are to be ceased.

"Failure of a BTPS Circuit" - any failure of a Private Circuit or telephone line causing continuous total loss of the ability to convey messages or calls, but does not include the loss of such ability arising as a result of BT's suspension of Service under any provision of this Contract.

"Guaranteed Restore Time" - the guaranteed Service restoration times in accordance with this Service Schedule and the Price List.

"Licence" - any licence (including that licence as from time to time amended) granted or having effect as if granted under the Telecommunications Act 1984, the Cable and Broadcasting Act 1984 or the Wireless Telegraphy Act 1949, or any replacement or re-enactment of any of them, or any similar licence as amended by the Communications Act 2003.

"Maximum Order Limit" - the maximum number of BTPS Circuits which can be ordered at any one time and which varies depending upon the quality of service level available for the BTPS circuits ordered.

"Private Services Customer Requirement (PSCR) Form" - the form used by the Customer to record the Customer's request to provide additional BTPS Circuits.

"Service Centre" - the BT Service Centre identified on the Order Form or any other Service Centre which BT may nominate.

PART 1 SERVICE DESCRIPTION

1 OVERVIEW

1.1 The Service provides a range of telecommunications circuits for voice and data under one contract with an overall spend and term based discount structure. The voice service consists of the provision of a telephone line with the ability to make or receive a Call (or both). The service does not include any phones or other equipment that BT supplies to the Customer under a separate agreement. The data Service consists of the provision of BTPS Private Circuits. The BTPS Sites must be located in the City of London telephone area: details of the relevant number ranges are set out in the Price List. The A-end of each BTPS Private Circuit must terminate at a designated BTPS Site.

1.2 The Customer must commit to at least the lowest Annual Committed Spend set out in the Price List.

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- 1.3 The Customer may select one of the following Service Levels which will be set out on the Order Form:
- Customer must pay a charge calculated at BT's applicable hourly rate.
- (a) Premium is available on those BTPS Circuits that connect a BTPS Site to another Site within the 0207 telephone code area.
 - (b) Standard is available on those BTPS Circuits that connect a BTPS Site to Site that is outside the 0207 telephone code area.
 - (c) PrimeCare is only available as set out in the Price List. This option only offers restoration of Service and provides cover 24 hours a day, seven days a week.
- 1.4 The Customer must report a fault in Service by telephoning the Service Centre. The Customer will at the time of reporting the fault provide BT with a Contact Telephone Number to enable BT to advise on the progress being made to clear the fault.
- 1.5 If the Customer reports a fault in Service BT will respond in accordance with the Service Level provided to the Customer by carrying out one or more of the following actions:
- 1.5.1 providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
 - 1.5.2 where possible, carrying out diagnostic checks from BT premises; or
 - 1.5.3 if BT's action under paragraphs 1.5.1 and 1.5.2 does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by BT, by visiting the Sites or a point in BT's network .
- 1.6 BT will take all reasonable steps without undue delay to correct the fault.
- 1.7 In all cases :
- (a) if BT does work to correct a reported fault and finds there is none, BT may charge the Customer for the work; and
 - (b) if BT agrees to attend to a reported fault outside Working Hours the
2. **EXPIRY OF CONTRACT TERM**
- 2.1 Upon expiry of the Contract Term:
- (a) the BTPS Discount will cease;
 - (b) the Customer remains liable for any outstanding charges due under this Contract.
3. **PROVISION OF THE SERVICES**
- 3.1 Prior to the Commencement Date the Customer and BT will agree, and record the following details;
- (a) on the **Order Form**:
Annual Committed Spend
Contract Term
BTPS site details
 - (b) on **Schedule 2**:
Opening inventory
- 3.2 On the Commencement Date, BT will send the Customer an acknowledgement of the order and issue the Customer with a BT Prime Service Contract Reference.
- 3.3 It is the Customer's responsibility to control the use of the BT Prime Service Contract Reference. Any instructions given to BT using the BT Prime Service Contract Reference will be deemed valid instructions from the Customer.
- 3.4 The Customer may request additional Services to be included, provided that:
- (a) the request is made using the PSCR Form
 - (b) the BT Prime Service Contract Reference is quoted and
 - (c) the request is made to the Service Centre.
- 3.5 BT agrees to provide a BTPS Private Circuit by a Contractual Delivery Date. If the Customer requests a change to the BTPS Private Circuit before provision is complete, the date by which BT agrees to provide the BTPS Private Circuit to the new specification will become the Contractual Delivery Date.

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- 3.6 The Customer agrees that if the Customer alters the original Contractual Delivery Date more than three times BT may, on expiry of 7 days prior written notice, treat the Service as cancelled by the Customer.
- 3.7 BT agrees to provide a voice Service by the date agreed with the Customer.
- 3.8 Any other date proposed by BT for the provision of Service is to be treated as an estimate only and BT accepts no liability for failure to meet it.
- 3.9 Where, at the request of the Customer, any work to provide Service is done outside Working Hours, the Customer will pay a charge for such work calculated at BT's applicable hourly rate.
- 3.10 BTPS Circuits may, by notice to the BT Service Centre using the BT Prime Service Contract Reference, be withdrawn from this Contract at any time.
- 3.11 Any change made under this paragraph 3 will be recorded by BT on Schedules 2 & 3.
- 4. PROVISION OF SERVICE BY SPECIAL MEANS**
- 4.1 Where in order to meet the Customer's requirements:
- (a) BT considers it appropriate or necessary in the circumstances applying to provide Service, wholly or in part, by means of non-standard apparatus, apparatus constructed by non-standard or exceptionally expensive methods or at substantially greater expense than it normally incurs, so as to render its standard tariffs inappropriate, or
- (b) at the Customer's request, Service is provided at greater expense by reason of the type of materials used, the length, or the manner of installation, than BT normally incurs.
- BT may determine in addition to any standard charge payable a supplementary rate of rental or other charge or both in relation to the relevant application for Service. BT will inform the Customer by notice in writing of the extra rate of rental or other charge and the Customer may, in a case where paragraph 4.1(a) applies,
- within 14 days of the date of BT's notice cancel the application by written notice. If this paragraph 4.1 applies to the provision of a Private Circuit, the Contractual Delivery Date will be the date agreed in writing by BT and the Customer.
- 4.2 A rate of rental or other charge determined under paragraph 4 may be in addition to or instead of any applicable standard rates of rental or other charges for Service.
- 4.3 BT may determine in an individual case (having regard to the non-standard nature or proposed special means of provision of the Service or facility in question, or the circumstances of the proposed provision, or the interests of other customers or users of Service) that it is necessary or appropriate that special terms and conditions will apply in addition to, or instead of, any terms and conditions of this Contract. BT will inform the Customer concerned by notice in writing of the special terms and conditions and the Customer may in a case where paragraph 4.1(a) applies within 14 days of the date of BT's notice cancel the application by written notice. In any conflict between any terms and conditions determined in accordance with this paragraph and this Contract as a whole, the special terms and conditions will prevail.
- 5. BT'S RESPONSIBILITY FOR SERVICE TO A POINT IN THE HULL AREA, THE ISLE OF MAN, THE CHANNEL ISLANDS OR IRELAND (REPUBLIC OF)**
- 5.1 Where Service provided under this Contract enables the connection of a point in BT's Area and a point in the Hull Area, the Isle of Man, the Channel Islands or Ireland (Republic of) this Contract applies only to the provision of Service by means of telecommunication systems which BT was previously authorised to run by a Licence and,
- (a) BT may terminate or suspend Service summarily without prior notice to the Customer if the provision of any service outside the BT's Area is terminated or suspended;
- (b) the Customer is responsible for making application for service to the telecommunications provider in the Hull Area, the Isle of Man, the Channel Islands or Ireland (Republic of) as the case may be and for compliance with that provider's conditions.

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6. BT's RESPONSIBILITIES

6.1 BT will measure the Annual Committed Spend against the aggregate actual annual spend of the Customer on Eligible Prime Service. This will be undertaken once a year on the anniversary of the Commencement Date.

6.2 If the actual annual spend is below the Contract Floor, BT will apply additional charges as defined in the Price List.

7. CHARGES AND BILLING

7.1 All rental Charges are payable in advance unless otherwise provided in the BT Price List.

7.2 BT will provide a consolidated bill for Service using the BT Onebill.

7.3 If a BTPS Circuit has been added or taken out of this Contract between bill dates, BT will apportion the rental pro-rata at the next bill.

7.4 Rental for Service will commence on the Operational Service date.

7.5 Upon expiry of the Contract Term, the standard undiscounted charges for Private Circuits or telephone lines (or both), as applicable, published in the Price List will apply.

PART 2 SERVICE LEVEL AGREEMENT

1. GENERAL

1.1 Subject to paragraph 16 in the General Conditions BT will be liable for failures to meet the service levels on BTPS Circuits under the following paragraphs:

(a) in the case of the provision guarantees, if BT fails to meet the Contractual Delivery Date or where relevant the agreed date; and

(b) in the case of restoration of Service, if BT fails to restore Service by the Guaranteed Restore Time

1.2 The Guaranteed Restore Time will apply from the time the failure report is received at the Service Centre.

1.3 If any rebate is due BT will rebate the Customer's next bill(s) accordingly.

2. SERVICE GUARANTEES

In respect of:

2.1 The provision of a BTPS Circuit BT will comply with the Service Levels set out in Tables 1 or 2 below. If BT fails to meet those levels, BT will provide the Customer with rebates detailed in Tables 1 or 2.

2.2 The restoration of a Failure of a BTPS Circuit BT will comply with the Service levels set out in Tables 3 or 4 below. If BT fails to meet those levels, BT will provide the Customer with rebates detailed in Tables 3 or 4.

2.3 The Customer must notify BT in writing within 2 months of the date of a bill if there is a dispute concerning the application by BT of the rebates to the charges shown on the bill concerned.

2.4 In respect of voice services the Customer must make a claim, together with proof of loss, in respect to failures set out in Tables 2 and 4. All such written claims must be made within 4 months of the date of failure.

2.5 BT's obligation to provide new BTPS Private Circuits in accordance with the quality of service levels is subject to the Maximum Order Limits below;

2.5.1 the Maximum Order for BTPS Circuits enjoying Premium or Standard Service Level is three BTPS Circuits ordered on the same Working Day.

2.5.2 BT will use its reasonable endeavours to provide orders of four or more BTPS Circuits enjoying Premium or Standard (whether by single BTPS Circuit order or one large order) received in any Working Day and BT will agree a Contractual Delivery Date for such BTPS Circuits with the Customer.

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TABLE 1: PRIVATE CIRCUIT PROVISION - automatic rebate

BTPS SERVICE LEVEL	CONTRACTUAL DELIVERY DATE	BTPS PROVIDED LATE BY	PERCENTAGE REDUCTION IN CONNECTION CHARGE
Premium	10 Working Days	Up to 5 Working Days	10%
		Between 6 and 8 Working Days	20%
		Between 9 and 10 Working Days	30%
		Over 10 Working Days	40%
Standard * See Note 1 below	20 Working Days	Between one and 25 Working Days	10%
		Between 26 and 40 Working Days	20%
		Between 41 and 60 Working Days	30%
		Over 60 Working Days	40%

Note 1: If an order is received for new BTPS MegaStream or MetroStream Circuits and no other BTPS Circuits of these types already exist at the BTPS Site(s) or Site(s) where they are required, the Contractual Delivery Date will be 30 Working Days. In all other cases, the Contractual Delivery Date will be in accordance with Table 1 above.

TABLE 2: BTPS PROVISION VOICE - written claim required

BTPS CIRCUIT (NAME)	BTPS SERVICE LEVEL	COMPENSATION PAYMENT
Prime 1001 Circuit - Exclusive Line terminating on BTPS Point	Premium	£25 for each Working Day, or part day, late in supplying the Service.
Prime 1001 Circuit - Auxiliary Line terminating on BTPS Point, Line Box or PBX	Premium	
Prime 1003 Circuit - First Channel of Group	Premium	
Prime 1003 Circuit - Auxiliary Channel of Group	Premium	
Prime 1002 Circuit - Exclusive Channel 1	Premium	
Prime 1002 Circuit - Exclusive Channel 2	Premium	
Prime 1002 Circuit - Auxiliary Channel 2	Premium	

CONDITIONS APPLICABLE TO TABLES 1 AND 2

- Any reductions due as a result of the application of these tables will only apply to the circuit connection charge and not to any associated equipment or maintenance charges.
- All additional MegaStream and MetroStream circuit contractual dates are subject to accessible network and line plant capacity being available.
- Any rebate will be calculated on an annual basis commencing on the Operational Service Date for each relevant BTPS Circuit.

TABLE 3: PRIVATE CIRCUIT RESTORE - automatic rebate

BTPS SERVICE LEVEL	GUARANTEED RESTORE TIME	NUMBER OF FAILURES PER CIRCUIT PER YEAR	£'s PER WORKING DAY (EXCLUDING VAT)	PERCENTAGE REDUCTION IN ANNUAL RENTAL CHARGE
Premium and Standard	5 Working Hours	Between one and 3	£10.00	10%
		4	£20.00	25%
		5	£50.00	50%
		6 or more	Not available	100%

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TABLE 4: BTPS VOICE RESTORE - written claim required

BTPS CIRCUIT (NAME)	BTPS SERVICE LEVEL	GUARANTEED RESTORE TIMES	REBATE EACH INSTANCE OF FAILURE TO RESTORE WITHIN THE GUARANTEED RESTORE TIME
1001 - Auxiliary Line terminating on a BTPS Point or Line Box or PBX	Premium	5 Working Hours	Single payment equivalent to 15% of the annual rental of that circuit
1002 and 1003 - First Channel of Group	Premium	5 Working Hours	Single payment equivalent to 15% of the annual rental of that circuit
1002 and 1003 - Auxiliary Channel	Premium	5 Working Hours	Single payment equivalent to 15% of the annual rental of that circuit

CONDITIONS APPLICABLE TO TABLES 3 AND 4

- (a) For the purposes of these tables, a delayed repair will become eligible for a reduction only if the reported fault causes "total loss of service" (i.e. no transmission of signals in one or both directions) and occurs on the circuit or associated network equipment between the Connecting Points.
- (b) Any reductions due as a result of these tables will only apply to the circuit rental and not to any associated equipment or maintenance charges.
- (c) Customers will receive either the payment per Working Day reduction or a percentage reduction whichever is the greater up to a maximum of 100% of the annual rental.
- (d) In all cases, the calculated reductions will be deducted from the amount due for the circuit rental for the following year unless the circuit is terminated in which case a refund will be made.
- (e) The daily rate will apply on the Working Day the failure becomes eligible and each Working Day thereafter until the failure is repaired.
- (f) The Service Level Agreement does not apply to any failure of a BTPS Circuit arising from any suspension of the circuit for breach of the contract by the Customer or in a case of the paragraphs 4 and 16 of the General Conditions.
- (g) For the purpose of this scheme, a delayed MegaStream genus repair will become eligible for repayment only if the reported fault causes total loss of service (i.e. no transmission in one or both directions) for the duration of the qualifying period and if the fault occurs on the circuit.
- (h) Any rebate will be calculated on an annual basis commencing on the Operational Service Date for each relevant BTPS Circuit