



Conditions for BT Business Broadband Advanced Service - Service Schedule

Contents

1. Definitions
2. Service Description
3. Access Rates
4. IP Addressing
5. Interfaces
6. Service Availability
7. Service Provision and Cessation
8. Service Assurance and Problem Management
9. Service Constraints

Conditions for BT Business Broadband Advanced Service

Service Schedule

1. DEFINITIONS

“**Customer Access Circuit**” means the physical network (including the Metallic Path Facility) between the DSLAM and the Customer’s Premises.

“**Customer Nominated Contact**” means a representative nominated by the Customer to liaise with BT on all matters relating to the Service.

“**Downstream**” means the transmission of data from BT to the Customer.

“**DSLAM**” means digital subscriber line access multiplexer.

“**IP**” means internet protocol.

“**Maintenance Service**” means the level of service as set out in paragraph 2.2 of the Service Guarantee.

“**Metallic Path Facility**” means a circuit comprising a pair of twisted metal wires which allows electrical signals to be conveyed.

“**NTE**” means the Service specific face plate and socket forming part of the BT Network terminating equipment on the Customer’s Premises.

“**PSTN**” means the public switched telephone network forming part of the BT Network.

“**SDSL**” means symmetric digital subscriber line.

“**Service Availability Area**” means an area, or areas, as may be amended by BT from time to time, where the Service may be available detailed on the BT Website.

“**SHDSL**” means symmetric high bit rate digital subscriber line.

“**SIN**” means a Supplier Information Note, issued by BT and published at URL <http://www.sinet.bt.com>

“**SSO**” means a symmetric service option comprising the bandwidth which makes up the symmetric service.

“**Structured Questions**” means a set of questions to facilitate fault diagnosis.

“**Upstream**” means the transmission of data from the Customer to BT.

2. SERVICE DESCRIPTION

2.1 The Service:

(c) provides IP connectivity delivered over the BT Network with SDSL based access to the Customer;

(d) includes a pay as you go Internet account, 10 e-mail addresses and 20 Mbytes of web space;

(c) is made up of a Customer Access Circuit and an associated SSO;

(d) will not be available the Customer outside the Service Availability Area. Availability to the Customer within the Service Availability Area is subject to the provisions of paragraphs 6, 7 and 9 below; and

(e) can only be provided to the Customer over a new Metallic Path Facility, over which there is no other operational service (including PSTN) terminating on a NTE.

3. ACCESS RATES

3.1 The Customer will be able to choose from a range of SSOs when ordering the Service. The options are as follows;

(a) up to 0.5 Mbit

(b) up to 1 Mbit or

(c) up to 2 Mbit

3.2 The Customer must specify the SSO option required when ordering the Service. The Customer acknowledges that the Downstream and Upstream burst rates may be reduced by contention within the BT Network, by router adaptation and that the burst rates are dependent upon the specific IP application protocol used.

4. IP ADDRESSING

3.1 BT will notify the IP address to be used to the Customer.

Conditions for BT Business Broadband Advanced Service

Service Schedule

3.2 The Customer will as part of the Service receive 1 static IP address, but the Customer can as a chargeable option request either 5 or 13 static IP addresses in total. Any additional charges will be in accordance with the Price List.

3. INTERFACES

The Service includes a NTE equipped with an SHDSL service specific front plate as specified in SIN 376.

3. SERVICE AVAILABILITY

3.1 The details of each Service Availability Area are published on the BT Website.

3.2 Service availability is subject to the provision of paragraph 2.2 of the Conditions.

6.3 The Service is subject to technical limitations including reach of BT's Network infrastructure and the geographic location of the Premises. Reach distance limits for the Service are as follows:

(a) up to 0.5Mbit - 3.4km

(b) up to 1Mbit - 2.5km

(c) up to 2Mbit - 1.6km

Reach limits are measured from the DSLAM to the Premises.

7. SERVICE PROVISION AND CESSATION

7.1 Provision

- (c) BT will aim to:
- (iii) accept or reject the Customer's order within 10 working days of receipt; and
 - (iv) provide the Service within 21 working days of acceptance of the Customer's order, or on the date requested by the Customer (whichever is the later).
- (b) The Customer acknowledges that there is a maximum number of Customer installations that can be carried out in any one day. This constraint will be shared by all customers.

(c) Provision of the Service will be subject to survey and the Customer's order may be rejected in which case BT will notify the Customer of the reasons for the rejection if the survey indicates the supply of Service is not technically feasible, or if other circumstances beyond BT's reasonable control prevent BT from carrying out the survey.

(d) The Customer acknowledges that the acceptance of an order and the installation of the NTE is not a guarantee that the Service can be successfully activated. There may be technical limitations that inhibit the installation and activation of the Service or the NTE. If BT cannot activate the Service or the NTE, BT will advise the Customer and cancel the order for Service without charge to the Customer.

(e) BT and the Customer will agree appointment dates for the installation of the Service.

(f) BT reserves the right, where BT is not at fault, to cancel any Service where the Customer has failed under paragraph 7.1 (f) to agree with BT an installation appointment date within 30 days of acceptance of the order. If BT cancels the Service order in accordance with this paragraph, the Customer must pay BT's reasonable costs for any work done or money BT has spent.

7.2 Cessation

(c) If the Customer terminates all or part of the Service in accordance with paragraph 15 of the Conditions, the Customer must as a minimum provide BT with the Service passwords & security details and the Premises address.

(b) BT reserves the right following termination of all or part of the Service to arrange a visit to Premises to recover the NTE. BT is not responsible for any redecorating work at the Premises.

Conditions for BT Business Broadband Advanced Service Service Schedule

- (c) If, before the Service is ceased, BT receives a request from the Customer to recover the NTE and in BT's reasonable opinion, there appears to be no reasonable likelihood that the NTE will continue to be required at the Premises then BT may remove it.

8. SERVICE ASSURANCE AND PROBLEM MANAGEMENT

8.1 BT will provide a support and service management facility to the Customer via the Helpdesk to perform the following functions:

- (c) receiving, logging and dealing with enquiries relating to faults identified through the Structured Questions;
- (d) investigation, diagnosis and repair of faults; and
- (e) co-ordination of fault repair.

8.2 Fault Repair

- (a) The Customer must report faults in the Service by contacting the Helpdesk on the telephone number that BT may notify to the Customer from time to time.
- (b) Following receipt of a fault report, BT will respond by:
 - (i) providing advice by telephone, including where appropriate advice as to tests and checks to be carried out by the Customer;
 - (ii) where possible, carrying out diagnostic checks from BT premises; and
 - (v) where it is considered necessary, and as soon as reasonably practicable, visiting the Site where (a) and (b) do not diagnose or clear the fault.

3.1 The Service will be maintained to Enhanced Care level as detailed in the Price List. Faults may be reported to BT during Normal Working Hours.

3.2 BT will provide end-to-end maintenance of all BT Network equipment between (and including) the NTE.

3.1 When a fault reported under paragraph 8.2 above has been cleared, the Helpdesk will notify the Customer when the fault was cleared.

9. SERVICE CONSTRAINTS

9.1 The Customer acknowledges and accepts the following technical limits relating to the Service:

- (a) transmission performance of the Metallic Path Facility may mean it is technically impracticable to provide Service to the Customer within a Service Availability Area;
- (d) the Metallic Path Facility is dedicated to the Customer's Service and cannot be used to support any other services;
- (c) some technical limitations within the BT Network may not become apparent until after the Service has been installed and working for some time. In such circumstances the Service may need to be withdrawn and this Contract terminated in accordance with paragraph 15.2 in which case BT will refund any charges paid in advance by the Customer;
- (f) in the event that BT re-locates a DSLAM it is possible that the Service will cease to be operational as a result of increased distance between the re-located DSLAM and the NTE. In these circumstances the Service will be withdrawn and BT will refund on a pro rata basis any charges paid in advance by the Customer. BT will give the Customer as much notice as practicable of any such re-location of a DSLAM.

9.2 In the circumstances referred to in this paragraph 9, except in respect of a refund referred to in paragraphs 9.1(c) and (d) above, BT will have no liability to the Customer relating to the provision of the Service (or BT's inability to provide the Service), the performance of the Service, its effect on other services or equipment or the withdrawal of the Service.