



Conditions for BT Business Broadband Advanced Service - Service Guarantee

1. INTRODUCTION

- 1.1. This Schedule contains the Service Guarantee between BT and the Customer for the Service.
- 1.2. BT is committed to a programme of continuous improvement relating to the Service and introduction of Service enhancements from time to time.
- 1.3. BT will comply with the Service Guarantees defined under paragraph 3 of this Schedule and will be liable for any failure to do as set out in paragraph 3.

2. QUALITY OF SERVICE

2.1. Scheduled and Emergency Downtime

- (a) For the purpose of providing new installations, Service upgrades and general maintenance, scheduled downtime will occur from time to time. BT will provide the Customer with at least 14 days notice of any scheduled downtime.
- (b) BT may occasionally suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency, but before doing so will give the Customer as much notice as possible and whenever practicable will agree with the Customer when the Service will be suspended.

2.2. Maintenance Service

BT will provide the Customer with a Maintenance Service that operates 24 hours a day, 7 days a week including UK Bank and Public Holidays. BT will aim to respond to a fault report within 4 hours of receipt of the fault report and BT will clear the Service Failure within 24 hours of receipt of the reported Service Failure.

2.3. Appointments

BT will use its reasonable endeavours to keep all repair and cessation appointments agreed between BT and the Customer under this Contract. If BT finds itself unable to keep such an appointment, BT will give the Customer as much notice as possible and will agree a further appointment date at the earliest practicable opportunity.

3. SERVICE GUARANTEE

3.1 Repair of Service Failures and Compensation

If the Customer reports a Service Failure to the Helpdesk and BT fails to clear the Service Failure in accordance with paragraph 2.2 above, BT will pay the Customer a rebate equivalent to one day's rental for the affected part of the Service for every day or part day the Service is faulty.

3.2 The Limits On Compensation

The maximum rebate payable under paragraph 3.1 above is limited to the sum of the total monthly rental charges payable by the Customer for the relevant calendar month.

3.3 How BT will pay any Compensation

- (a) The Customer must contact BT via the Helpdesk to claim the rebate in paragraph 3.1 above, which will be credited to the Customer's account and appear on the Customer's bill.
- (b) The Customer must make a claim within three months of BT correcting the Service Failure.

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4. WHAT THE SERVICE GUARANTEE DOES NOT COVER

The Service Guarantee will not apply where the failure of the Service to meet the performance levels set out in the Service Guarantee is due to:

- (a) a fault on the Customer's Equipment;
- (b) a breach of any part of this Contract by the Customer;
- (c) a reason which is covered by paragraph 18.1 of the Conditions;
- (d) a reason which is covered by paragraph 7.1(g) and 9 of the Service Schedule;
- (e) a reason which is covered by paragraph 2.1 of this Schedule;
- (f) the suspension of the Service under the provisions of this Contract.