



# BT Compute Telehousing Interlink Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us' or 'we both' mean one or both Parties, whichever makes sense in the context of the sentence.

## Part A – The Service

### 1 Service Summary

BT will provide you with secure, un-contended bandwidths and protocols as defined in the Order and which are delivered over optical fibre; each wavelength is capable of supporting either single or multiple interfaces, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order. ("Service").

### 2 Standard Service Components

BT will provide you with all of the following standard service components ("Standard Service Components") as set out in any applicable Order:

- 2.1 **BT Compute Telehousing Interlink**
  - 2.1.1 BT will provide you with a point to point Circuit over a DWDM between ARK Corsham and ARK Farnborough delivered over cross connects that are terminated by an NTE Patch Panel at your Site.

### 3 Service Options

BT will provide you with any of the following options that are selected by you as set out in any applicable Order ("Service Options") and in accordance with the details set out in that Order:

- 3.1 **Resiliency**

You may select one of the following options:

  - 3.1.1 **Standard**
    - (a) BT will provide a single Circuit between the NTE Patch Panels at each Site.
  - 3.1.2 **Resilience Option 2 ("RAO2")**
    - (a) BT will provide two diversely routed Circuits which will be provided over independent DWDM systems, on diversely routed fibre pairs, to one or more NTE Patch Panels as specified on the Order.

### 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 NTE Patch Panel ("**Service Management Boundary**"). Your responsibility starts where you plug your optical cable into the NTE Patch Panel. BT does not provide support for your interface faults.
- 4.2 The NTE Patch Panel that is installed will depend upon factors including the options ordered, future Service requirements and any space restrictions that might apply.
- 4.3 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.4 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 to you any services other than the Service this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.

- 5.1 BT will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of a communications service to us and no alternative service is available at reasonable cost.

### 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 90 days' Notice to the other.
- 6.2 **Minimum Period of Service**



6.2.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract or the Minimum Period of Service is extended, BT will continue to provide the Service set out in the Order Form and both of us will continue to perform each of our obligations in accordance with the Contract.

6.2.2 In the event that one of us gives at least 90 days' written Notice of our intention to terminate the Service at the end of the Minimum Period of Service BT will cease delivering the Service at 23:59 on the last day of the Minimum Period of Service.

### 6.3 **Minimum Period of Service and Renewal Periods**

6.3.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 90 days' before the end of the Minimum Period of Service or a Renewal Period ("**Notice of Non-Renewal**"), at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.

6.3.2 In the event that one of us gives a Notice of Non-Renewal, BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

### 6.4 **Cancellation Charge**

For the purposes of the General Terms if you cancel an Order, or part of it, any time before the Contractual Delivery Date you will have to pay us the full value of the Connection Charge as a Cancellation Charge. If BT incurs any Excess Connection Charges BT will invoice you and you will pay these Charges in full based upon work that has been completed, (Excess Construction Charges).



## Part B – Service Delivery and Management

### 7 BT 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 to you 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 Desk**");
- 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 us in writing. BT won't 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 surveys to be conducted to confirm the availability of a suitable Access Line to the Sites and to ensure that BT can provide the Service. If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites or to enable us to provide the Service, BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed and:
  - (a) if you accept the new quote, BT will update the existing Order to the affected Sites, will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
  - (b) if you do not accept the new quote, BT will cancel your existing Order for the provision of Service to the affected Sites and BT will have no obligation to provide the Service; or
  - (c) where BT cannot provide the Service, BT will cancel the Order without liability to us;
- 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.

#### 7.2 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; and
- 7.2.3 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date.

#### 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 and in accordance with the Service Levels in Part C of the Contract if BT detects or if you report an Incident on the BT Network;
- 7.3.2 will respond to faults 24x7x365 days a year. BT's target response time is within four hours and BT's target repair time is within five hours;
- 7.3.3 may carry out Planned Maintenance from time to time and will endeavour to inform you at least five Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however you agree that BT may inform you with less notice than normal where Emergency Maintenance is required;
- 7.3.4 may perform a technology update on the Service, in order to maintain the long term viability of the Service, in which case BT will work with you to ensure the Service update causes minimal disruption to the Service.

#### 7.4 The End of the Service

On termination of the Service by either one of us, or expiry, BT may disconnect and remove any BT Equipment located at the Sites.

### 8 Your Obligations

#### 8.1 Service Delivery

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

- 8.1.1 provide us with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 8.1.2 provide us with any information reasonably required without undue delay;



- 8.1.3 provide us with access to any Sites during Business Hours, or as otherwise agreed, to enable us 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 us in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.6 ensure that the interface and transmission protocols and applications you use will be compatible with the Service;
- 8.1.7 automatically switch the traffic onto the standby Circuit if a problem occurs on a Circuit where BT has provided RA02 Resilience as BT does not monitor the status of the Circuits end to end;
- 8.1.8 prepare and maintain the Site for the installation of BT Equipment and supply of the Service, 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 us to undertake any necessary installation or maintenance Services;
  - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
  - (d) provide sufficient rack space in accordance with any reasonable request from us in order to meet parameters specified by the relevant manufacturer's specifications;
  - (e) provide internal cabling between the NTE Patch Panel and any Customer Equipment, as appropriate; and
  - (f) complete a Customer Requirements Form and provide this when you place the Order.

### 8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 8.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;
- 8.2.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.2.4 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 using the applicable port on the NTE Patch Panel termination point, unless you have BT's permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
  - (b) adequately protected against viruses and other breaches of security;
  - (c) 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; and
  - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.5 immediately disconnect any Customer Equipment, or advise us to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.6 connect equipment to the Service only by using the NTE Patch Panel at the Sites.

### 8.3 The End of the Service

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

- 8.3.1 provide us with all reasonable assistance necessary to remove BT Equipment from the Sites;
- 8.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
- 8.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 8.3.4 arrange for any BT Equipment located at the Sites to be returned to us; and
- 8.3.5 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:
  - 9.1.1 the Customer Contact will report it to the Service Desk;
  - 9.1.2 BT will give you a unique reference number for the Incident ("**Trouble Ticket**");
- 9.2 BT will inform you when BT believes the Incident is cleared, and will close the Trouble Ticket when:
  - 9.2.1 you confirm that the Incident is cleared within 24 hours of being informed; or
  - 9.2.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you haven't responded within 24 hours of BT's attempt to contact you.
- 9.3 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 until the Trouble Ticket is closed as set out in Paragraph 9.2.

## 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 Connection Charges, on the Service Start Date, including Connection Charges for the applicable Service Start Date of any upgrades and shifts;
  - 10.2.2 Recurring Charges, annually or quarterly, as set out in the Order, in advance prior to the first day of the relevant year or quarter of the Minimum Period of Service and thereafter on an annual or quarterly basis (for any period where Service is provided for less than one year or quarter as the case may be, the Recurring Charges will be calculated on a pro rata basis).
- 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 Incidents that you report to us where BT find no Incident or that the Incident is outside the Service Management Boundary;
  - 10.3.2 Excess Construction Charges;
  - 10.3.3 Charges for commissioning the Service as set out in Paragraph 7.2 outside of Business Hours;
  - 10.3.4 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
  - 10.3.5 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
  - 10.3.6 Charges for expediting provision of the Service at your request after you've been informed of the Customer Committed Date; and
  - 10.3.7 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- 10.4 **Shift Charges**
  - 10.4.1 Shifts are allowed at any time during the Minimum Period of Service.
  - 10.4.2 When you require one end (A or B) moved within the same building (an internal shift), BT will apply Charges based on a survey and quotation for the work. BT will inform you of these Charges prior to work commencing.
  - 10.4.3 All shifts involve a break in Service. If a break is unacceptable, BT can provide a new Service between the existing Sites, and BT will charge you the appropriate Connection Charges and annual Recurring Charges.
- 10.5 **Excess Construction Charges**
  - 10.5.1 The standard Connection Charge assumes that suitable Circuits exist between BT Equipment and the NTE Patch Panel; where:
    - (a) suitable Circuits do not exist; or
    - (b) additional work is required,BT will apply additional Charges. BT will inform you of these Charges prior to work commencing.
  - 10.5.2 The standard Connection Charge does not include:
    - (a) BT undertaking work on internal trunking & traywork;
    - (b) breaking through walls;
    - (c) providing, ducts or armoured cables;BT will apply Excess Construction Charges in addition to normal Connection Charges:



- (a) where BT provides additional infrastructure to give new or extended Service at Site or other requested location where BT would otherwise not choose to extend the BT Network on the basis of normal commercial criteria;
- (b) to situations of extended reach, including provision to a new location within the Site.

### 11 Charges at the End of the Contract

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay us:
  - 11.1.1 all outstanding Charges for Service rendered;
  - 11.1.2 any remaining Charges outstanding with regard to BT Equipment;
  - 11.1.3 any other Charges set out in the Order.
- 11.2 Termination Charges for ending the Contract and/or Service:
  - (a) for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to 100 percent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service and an amount equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service; and.
  - (b) for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service or during any extension to the Minimum Period of Service under Paragraph 6.3. Termination Charges, as compensation, equal to 20 percent of the Recurring Charges for any remaining months of the Minimum Period of Service.
  - (c) any Connection Charges that have been waived or amortised in the Recurring Charge; and
  - (d) any incremental charges incurred by us from a supplier due to the early termination.

### 12 Service Amendment

- 12.1 You may request, by giving us Notice, a change to:
  - 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 12.1.2 the Service at any time after the Service Start Date.
- 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 BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until we have both agreed 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 prior to the Service Start Date 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.

### 13 BT Equipment

- 13.1 BT Equipment will remain BT property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
- 13.2 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.
- 13.3 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.
- 13.4 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.

### 14 WEEE Directive

- 14.1 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**").
- 14.2 Each of us acknowledge that for the purposes of Article 13, this Paragraph 14 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.



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- 14.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 14.4 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 14 or in connection with the WEEE Directive.



## Part C – Service Levels

### 15 Restore Time Service Level

- 15.1 BT offers a Restore Time Service Level of five hours.
- 15.2 In the event of any reported Incidents which qualify as a Qualifying Incident, BT will offer a Service Credit, for each Qualifying Incident, representing two percent of the annual value of the recurring rental for a standard Circuit affected or the recurring rental for the individual Circuit affected in a Resilience Option 2, up to a maximum of five Qualifying Incidents in any Service Level Year, (irrespective of whether the Service is invoiced annually or quarterly).
- 15.3 **Qualifying Incidents:**
- 15.3.1 BT will record Incidents in accordance with Paragraph 9. A Qualifying Incident is where there is a total loss of service (i.e. no transmission of signals in one or both directions) on a standard Circuit or on one or both Circuits ordered as a Resilient Service for a period of longer than five hours (300 minutes)
- 15.3.2 The Scheme will only be applicable when a total failure of the Customer Circuit occurs and is due to a fault on the BT Service and where you report the Incident in accordance with Paragraph 9.
- 15.3.3 All Service Levels and Service Credits will be calculated in accordance with details recorded by BT.
- 15.3.4 BT will not measure, nor be liable for, Incidents arising as a result of any of the following events, including where a total loss of Service is caused:
- (a) if you request BT to test the Service and no Incident has been detected and/or reported; or,
  - (b) if the Service has been modified or altered in any way by you or at your request; or,
  - (c) during any Planned or Emergency Maintenance to restore service on the link; or,
  - (d) by incidents caused by you performing any network configurations not approved by BT; or,
  - (e) by changes or alterations made other than by BT to the Service; or,
  - (f) if an Incident is reported and BT cannot confirm that an Incident exists after performing tests; or,
  - (g) by any faults caused by your management of the Service, connections to the Service or interfaces to the Service; or,
  - (h) by any faults with, or impact on the Service caused by your application or software installed by you; or,
- any of the events set out in Paragraph 15.4.4.
- 15.4 **Restore Time Credits**
- 15.4.1 If BT fails to meet the restore time Service Level then, subject to Paragraph 15.4.4 your sole remedy will be to claim a Service Credit.
- 15.4.2 You will submit a claim for Service Credits, including details of the reason for the claim, within 30 days of the end of each calendar month in which an Incident(s) occurred. Failure by you to submit a claim in accordance with this Paragraph 15.4.2 will constitute a waiver of any claim for Service Credit(s) in that calendar month.
- 15.4.3 If BT receives a valid claim for Service Credit(s) in accordance with Paragraph 15.4.2, BT will pay to the Customer the applicable Service Credit(s) via a deduction from the Customer's invoice within two billing cycles of a claim being received.
- 15.4.4 The Service Levels under this Schedule will not apply:
- (a) if you deny permission or access for BT or BT's agents and suppliers to repair the Service; or,
  - (b) during any trial period of the Service; or,
  - (c) to failures due to any Force Majeure Event; or,
  - (d) to any Qualifying Incident not reported in accordance with BT's incident reporting procedures in Paragraph 9; or
  - (e) if the Customer has not complied with the Agreement;
  - (f) Failure to meet the Service Levels is not a material breach of the Agreement.
- 15.4.5 You will make a claim by email to: [ahsupport@bt.com](mailto:ahsupport@bt.com).
- 15.4.6 If you dispute BT's application of the Restore-Time Service Credit, you will notify BT in writing within two months of the date of the disputed invoice.



## Part D – Defined Terms

### 16 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):

“**Access Line**” means a connection from the NTE Patch Panel at the Site to the BT Network.

“**Applicable Law**” means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

- (a) applicable regulations of a Regulatory Body;
- (b) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America;
- (c) the regulatory compliance obligations as set out at [www.globalservices.bt.com/uk/en/footer/links/terms](http://www.globalservices.bt.com/uk/en/footer/links/terms); and
- (d) all applicable export laws and regulations, including those of the United States of America.

“**ARK**” means the Data Centres operated by Ark Data Centres Limited, Spring Park, Westwells Road, Hawthorn, Corsham, Wiltshire SN13 9GB.

“**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.

“**Connection Charges**” means those non-recurring Charges set out in the Order in relation to connection of the Service and/or Customer Equipment and/or BT Equipment as applicable.

“**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 software, other than BT Equipment, used by you in connection with a Service.

“**Customer Requirements Form**” means the form that sets out the requirements for the Service agreed between the both of us.

“**DWDM**” means Dense Wavelength Division Multiplexing.

“**Emergency Maintenance**” means any work being carried out by, or on BT’s behalf, to maintain, repair or restore the performance of BT Network or any Service to you or other customers as a result of a serious situation or Incident that has happened unexpectedly and which demands immediate attention.

“**Excess Construction Charges**” means any Charges in addition to the Installation Charges required for the installation of the Service, or an aspect of the 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.

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

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

“**Monthly Charges**” means the monthly Recurring Charges for the Service and the sum of the Usage Charges for the three full previous months divided by three.

“**Network Terminating Unit**” or “**NTE Patch Panel**” means the point of connection for the Customer Equipment to the Service.

“**Notice of Non-Renewal**” has the meaning given in Paragraph 6.3.

“**Order**” means order will consist of the Customer Requirements Form and associated signed AX Order Form.

“**Planned Maintenance**” means any work planned in advance to be carried out by, or on BT’s behalf including:

- (a) to maintain, repair or improve the performance of BT Network or any Service; or
- (b) to make any change to a Service that does not have a material adverse effect on the performance or provision of the Service including: the introduction or withdrawal of any Service features; or the replacement of any Service with an equivalent Service.

“**Qualifying Incident**” means where there is a total loss of Service (i.e. no transmission of signals in one or both directions) on a standard Circuit or on one or both Circuits ordered as a Standard Option, Resiliency Service for a period of longer than five hours (300 minutes).

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



“**Regulatory Body**” means any national or supranational regulatory or competition body, government department, court, or other body authorised and empowered under local law in the relevant country to regulate or adjudicate on the provision of the Services.

“**Renewal Period**” means for each Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“**Restore-Time Service Credit**” has the meaning given in Paragraph 15.4.6.

“**Restore-Time Service Level**” has the meaning given in Paragraph 15.

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

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

“**Service Credit**” means any agreed remedy for BT’s failure to meet a Service Level, and, if any, as more fully described in this Schedule or set out in an Order.

“**Service Level**” means the Service Levels described in Part C.

“**Service Level Year**” means, for each part of Service:

- (a) the period of 8760 hours starting on the Operational Service Date and ending 365 days later;
- (b) each subsequent period of 12 months during which the Service is provided; or
- (c) if less than 12 months, the final period during which Service is provided.

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

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

“**Termination Charges**” means those Charges incurred in accordance with Paragraph 11.2.

“**Trouble Ticket**” has the meaning given in Paragraph 9.1.2 and may also be known as a “**fault reference number**”.

“**WEEE**” has the meaning given in Paragraph 14.1.

“**WEEE Directive**” has the meaning given in Paragraph 14.1.