

# BT Optical Connect 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 secure, un-contended bandwidths as defined in the Order and which are delivered over optical fibre; each wavelength is protocol independent and capable of supporting either single or multiple interfaces, comprising:

- 1.1 all of the service standard components set out in Paragraph 2 as set out in any applicable Order; and
- 1.2 any of the service options set out in Paragraph 3 that are selected by you as set out in any applicable Order, ("**Service**").

### 2 SERVICE STANDARD COMPONENTS

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

#### 2.1 Optical Connect Core

This component supports 10G, 40G and 100G wavelengths.

- 2.1.1 BT will provide a point to point connection over the BT Network terminated by Network Terminating Equipment appropriate to the speed of service and type of Customer Equipment.

#### 2.2 Optical Connect Local

This component supports 2.5G and 10G wavelengths.

- 2.2.1 BT will provide a dedicated fibre Service between two Sites up to 50 kilometres apart terminated by Network Terminating Equipment appropriate to the speed of service and type of Customer Equipment.

#### 2.3 Optical Connect Regional

This component supports 2.5G, 10G, 40G and 100G wavelengths.

- 2.3.1 BT will provide a dedicated fibre Service between two Sites up to 600 kilometres apart terminated by Network Terminating Equipment appropriate to the speed of service and type of Customer Equipment.

### 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 resilience options:

##### 3.1.1 Standard

- (a) BT will provide a single optical route between the NTEs at each Site.

##### 3.1.2 Resilience Option 1 ("**R01**")

- (a) BT will provide you with two optical routes (a main route and a standby route) which are diverse from one another and connected to a single NTE at each Site.

##### 3.1.3 Resilience Option 2 ("**RO2**")

- (a) BT will provide two diverse routes to a dual pair of NTEs.

### 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 patch panel on the NTE ("**Service Management Boundary**"). Your responsibility starts where you plug your optical cable into the NTE.
- 4.2 BT does not provide support for your interface faults.

- 4.3 The NTE that is installed will depend upon factors including the options ordered, future Service requirements and any space restrictions that might apply.
- 4.4 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.5 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 provide you with 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 an electronic communications service to BT and no alternative service is available at reasonable cost.

**6 SPECIFIC TERMS AND CONDITIONS**

**6.1 Termination for Convenience**

For the purposes of Clause 17.3 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 Charges**

6.4.1 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 BT the Cancellation Charges as set out below:

- (a) Cancellation Charges are incurred based upon the number of Business Days of the installation that remain; and
- (b) if you cancel the Service before BT has installed the Service, you will pay BT the applicable Cancellation Charges as set out in the tables below:

Working days before Contractual Delivery Date (100 day lead-time) Optical Connect Core	Percentage of Connection Charge
13 or less	100%
14 - 49	85%
50 - 63	70%
64 - 84	65%
85 or more	2%

Working days before Contractual Delivery Date (38 day lead time) Optical Connect Local	Percentage of Connection Charge
5 or less	90%

Working days before Contractual Delivery Date (38 day lead time) Optical Connect Local	Percentage of Connection Charge
6 - 19	85%
20 - 22	70%
23 - 25	65%
26 or more	2%

Working days before Contractual Delivery Date (63 day lead-time) Optical Connect Regional	Percentage of Connection Charge
13 or less	90%
14 - 32	85%
33 - 35	70%
36 - 39	65%
40 or more	2%

**Note \*** This excludes any costs incurred as a result of Excess Construction Charges. If BT incurs any Excess Construction Charges BT will invoice you and you will pay these Charges in full based upon work that has been completed. Where the Connection Charge has been amortised over the length of the contract the Connection Charge will be used in the above calculation rather than the contracted Connection Charge.

## Part B – Service Delivery and Management

### 7 BT'S 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 BT in writing. BT will not be liable if, as a result of any such compliance, BT are 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 BT 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 BT;
- 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 work with the relevant supplier to restore Service as soon as practicable during Business Hours if BT detects, or if you report an Incident on the Access Line;
- 7.3.3 may carry out Planned Maintenance from time to time and will endeavour to inform you:
  - (a) 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 Planned Maintenance is required; or
  - (b) without undue delay for scheduled Access Line maintenance by a supplier;
- 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.
- 7.3.5 monitor the diversity of the fibre Circuits to ensure that diversity is maintained throughout the life of the Service and if a problem occurs on the main Circuit, automatically switch the traffic onto the standby Circuit. This changeover will take up to 50mS.

#### 7.4 The End of the Service

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

- 7.4.1 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 BT, you will:

- 8.1.1 provide BT 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 BT with any information reasonably required without undue delay;
- 8.1.3 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT 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 BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.6 ensure that the LAN protocols and applications you use will be compatible with the Service;
- 8.1.7 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 BT 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 a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment at such points and with such connections as BT specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards;
  - (e) provide sufficient rack space in accordance with any reasonable request from BT in order to meet parameters specified by the relevant manufacturer's specifications;
  - (f) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
  - (g) 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 BT Network 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; and
  - (b) adequately protected against viruses and other breaches of security; and
  - (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 BT 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 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 BT 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 BT; 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.

9.2 BT will:

- 9.2.1 give the Customer Contact a unique reference number for the Incident ("**Trouble Ticket**");
- 9.2.2 inform you when BT believes the Incident is cleared, and will close the Ticket when:
  - (i) you confirm that the Incident is cleared within 24 hours of being informed; or
  - (ii) BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not 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 Ticket will remain open, and BT will continue to work to resolve the Incident.

9.4 Where BT becomes aware of an Incident, Paragraphs 9.2, 9.2.2 and 9.3 will apply.

## 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, monthly, 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 BT where BT finds 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 BT.

10.4 **Shift Charges**

- 10.4.1 Shifts are allowed on Optical Connect Local and Optical Connect Regional options only, 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 Timescale Charges in accordance with Section 15, Part 8, Sub-part 1 of the BT Price List ("**Timescale Charges**").
- 10.4.3 Where you require the local end moved to a new building (an "**External Shift**") within:

- (a) the same exchange area, BT will apply the appropriate Connection Charge set out in the BT Price List for one local end;
- (b) a different exchange area, BT will apply the appropriate Connection Charges set out in the BT Price List for one local end and calculate a new distance based Recurring Charge.

10.4.4 Where the External Shift requires the shifting of both local ends, BT will apply standard Connection Charges set out in the BT Price List for a new Service.

10.4.5 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's exchange and the on-site connection point for BT's NTE; 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 & tray work;
- (b) breaking through walls;
- (c) providing additional poles, ducts and cables;
- (d) radio charges; and
- (e) miscellaneous non-standard or specially requested items, for which BT will apply additional Charges in accordance with Section 45, Part 1 of the BT Price List.

10.5.3 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;
- (c) where increased capacity is required; and/or at Non Served Premises (as further described in Section 1 Exchange Lines, Part 5, Sub-part 1 of the BT Price list).

## 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 BT:

- 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 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service and 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 per cent 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 BT from a supplier due to the early termination.

## 12 SERVICE AMENDMENT

12.1 You may request, by giving BT 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's 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.
- 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 ON TIME DELIVERY

15.1 On Time Delivery Service Level

15.1.1 BT will deliver the Service on or before the Customer Committed Date (“On Time Delivery Service Level”).

15.2 On Time Delivery Service Credits

15.2.1 If BT does not meet the On Time Delivery Service Level, BT will apply a percentage discount to the Connection Charge as follows (“On Time Delivery Service Credits”):

Number of Business Days Beyond Customer Committed Date (CCD)	Reduction of Connection Charge %
1 - 10	5%
11 - 15	10%
16 - 20	15%
More than 20	20%

15.2.2 You may claim On Time Delivery Service Credits by reporting any failure to meet the On Time Delivery Service Level to the Service Desk in accordance with Paragraph 9 (Notification of Incidents).

15.2.3 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercises BT’s right to revise the Customer Committed Date as set out in Paragraph 15.3.1 the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

15.3 Exceptions

15.3.1 If you request a change to the Service or any part of the Service, then BT may change the Customer Committed Date to accommodate that change.

15.3.2 The On-Time Delivery Service Level does not apply to upgrades and/or changes to the Services, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Committed Date will be that agreed delivery date.

15.3.3 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

15.3.4 Where you do not provide the information required by BT, or comply with the provisioning rules and timescales provided by BT in writing, the On Time Delivery Service Level will not apply.

16 RESTORE TIME

16.1 Restore-Time Service Level

16.1.1 In the event of any reported incidents which qualify as an Eligible Failure BT will reduce the annual Recurring Charge (irrespective of whether the Service is billing monthly, annually or quarterly) in accordance with the table below:

Number of Qualifying Incidents in a Service Level Year	Reduction of annual rental Charge %	
	Optical Connect National and Regional RAO1.	Optical Connect National, Regional and Standard RAO2.
1	5%	2%
2 - 3	10%	4%
4	25%	8%
5 or more	35%	15%

16.1.2 BT will measure and record, where there is an Eligible Failure, from the time that you report an Incident to the when BT close the Trouble Ticket for that Incident.

16.1.3 An Eligible Failure means a total loss of service (i.e. no transmission of signals in one or both directions) for a period of longer than five hours.

16.1.4 The Scheme will only be applicable when a total failure of the whole wavelength occurs. Failures affecting individual channels will not be considered as “eligible failures”.

- 16.1.5 Any reductions to the annual Recurring Charge will apply to:
- (a) The wavelength Recurring Charge for Optical Connect Regional and Optical Connect Core.
  - (b) The system Recurring charge for Optical Connect Local.
- 16.1.6 The Restore-Time Service Credit will be applied against the first invoice for the following Service Level Year unless the service is terminated in which case a specific payment will be made.
- 16.1.7 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

## 17 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 Circuit connecting a 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.

**“Availability”** means the period of time when the Service is functioning.

**“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.

**“Excess Construction Charges”** or **“ECCs”** means any Charges in addition to the Connection Charge 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.

**“Network Terminating Equipment”** or **“NTE”** means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit.

**“Network Terminating Unit”** or **“NTU”** means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

**“Notice of Non-Renewal”** has the meaning given in Paragraph 6.3.1.

**“On Time Delivery Service Credits”** has the meaning given in Paragraph 15.2.

**“On Time Delivery Service Level”** has the meaning given in Paragraph 15.1.

**“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.

**“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 16.1.

**“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 each of the On Time Delivery Service Level.

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

- (a) the period of 8760 hours starting on the Customer Committed 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 9.2.1 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.