

Network Services

BT Wi-fi

Schedule to the General Terms

Contents

1. BT Wi Fi
2. Network Services - Customer Responsibilities
3. Network Services - General
4. Service Management Boundary
5. Defined Terms

Network Services

Where the Customer selects BT Wi-fi as detailed in the Order Form, the following terms shall apply:

1. BT Wi Fi

1.1 Service Overview

- 1.1.1 The Service is BT's public wireless telecommunications service which allows Users free access to the Internet from time to time.

1.2 Provision of BT Equipment and the Service

- 1.2.1 BT will, in accordance with the terms of this Contract:
 - a) install the BT Equipment with a "BT Openzone" SSID and provide the Service; and
 - b) maintain the Service and the BT Equipment installed at the Site to enable Users to access the Service for the duration of the Service.
- 1.2.2 The Service can only be provided at a Site once the BT Equipment has been installed and commissioned.
- 1.2.3 BT reserves the right to suspend the Service for technical, operational or other reasons.
- 1.2.4 BT will replace the BT Equipment when BT considers it is necessary or appropriate.
- 1.2.5 The BT Equipment shall remain the property of BT and the Customer Equipment remains the property of the Customer. The risk of loss or damage to the BT Equipment or Customer Equipment while installed on the Site will be with the Customer.
- 1.2.6 BT will allow Users to access the Service using the BT Equipment subject to the User Conditions for the Service.
- 1.2.7 If as a result of (a) BT implementing proactive monitoring of the Service bandwidth; or (b) a review of the Service bandwidth, BT considers that the Service would benefit from a bandwidth upgrade then BT will notify the Customer of recommended bandwidth upgrades ("Capacity Upgrade") or other such solutions as BT may recommend.
- 1.2.8 Any Capacity Upgrade or other such solution shall be chargeable to the Customer and such Charges will be agreed in writing prior to implementation.
- 1.2.9 The Customer will appoint a single point of contact to deal with all aspects of the Service.

1.3 Landing pages

- 1.3.1 BT will provide one Landing Page that can be accessed by Users at the Sites according to whichever of the following options is set out in the Order Form:
- a) Option 1: The Landing Page comprises the BT Mark, BT login for existing account owners and a “free Wi-fi” button presented to a User when accessing the Service with a Wi-fi compatible Device when in range of the Equipment on the Site; or
 - b) Option 2: (Additional Charges will apply)
 - i) the Landing Page comprises the BT Mark the Customer Mark, BT login for existing account owners and a “free Wi-fi” button presented to a User when accessing the Service with a Wi-fi-compatible Device when in range of the BT Equipment on the Site;
 - ii) one instance of a Customer Mark and welcome message which will be placed in area which provides up to a maximum of 75% of the Landing Page’s total area. The Customer Mark and Customer’s Content, which will be placed in the 75% area, is to be agreed between the Customer and BT; and
 - iii) one external walled garden Link to the Customer’s website homepage.
- 1.3.2 BT may charge the Customer for any other changes to the Landing Page and such charges will be agreed by the parties in writing prior to implementation.

1.4 Password Service

- 1.4.1 If the Customer has selected the Password Service in the Order Form BT shall provide a Landing Page with a password login area into which the User must enter a password in order to use the Service free of charge.
- 1.4.2 BT will provide the Customer with a username and password to a website, which the Customer can access to set up passwords that it can issue to Users at a Site (“Free Wi-fi Password”). The Customer will use the Password Service in accordance with the terms of this paragraph and any terms which can be found on the Password Service website.
- 1.4.3 The Customer will:
- a) provide BT with the contact details of up to two of its staff who are authorised to use the Password Service and receive a username and password to access it. These staff will ensure that the password associated with the username is changed regularly to maintain security of the Password Management Service;
 - b) ensure that the authorised staff keep secure the username and password for the Password Service and not disclose them to a third party or anyone to use the account which is not authorised by the Customer;
 - c) be responsible for issuing the Free Wi-fi Password to Users and explaining that the password must be kept secure and that the User must use the Service in accordance with the terms and conditions that can be found on the Landing Page; and
 - d) notify BT if one of the Customer’s staff who have access to the Password Service leave the Customer’s company or organisation, or changes their role such that they no longer require access.
- 1.4.4 BT may suspend the Password Service if in its sole opinion the security of the Service has been compromised or likely to be compromised. BT will notify the Customer as soon as is reasonably practicable of such a suspension.

1.5 Responsibility of the Customer and BT

- 1.5.1 The Customer agrees to use the Service in accordance with this Contract and in accordance with any instructions BT may give the Customer.

- 1.5.2 The Customer will be responsible for the provision of all Content, Customer Marks. The Customer will approve in writing any Content, Customer Marks prior to it being made available on the Landing Page. Where such Content, Customer Mark includes video streaming or downloadable content, BT will approve it in relation to required bandwidth and will have the right to refuse it where in BT's sole opinion it is likely to adversely affect the use of the Service.
- 1.5.3 Any Content, Customer Mark provided in a language other than English will be approved by the Customer in writing prior to release on the Landing Page. BT, in its sole discretion, may request at any time a written translation of the text in English. The cost of any translation services will be borne by the Customer.

1.6 Contract Review and Marketing

- 1.6.1 The Customer agrees and as reasonably requested by BT to the following:
- a) to complete all questionnaires or other documents BT may send to the Customer concerning the Service and the BT Equipment;
 - b) to participate in such interviews and discussion groups as BT may from time to time arrange; and
 - c) to provide BT with such information about the Service and the BT Equipment as BT may reasonably require.
- 1.6.2 The Customer acknowledges that such information is necessary to enable BT to evaluate the development of the Service.
- 1.6.3 The Customer agrees to provide a reference of the installation, usage, performance or other aspect of the Service to new site partners from time to time.
- 1.6.4 BT and the Customer will meet from time to time to discuss marketing campaigns for the promotion of the Service to users. The parties will agree in writing the details of the campaigns (and any related costs) to be undertaken.

1.7 Customer's Responsibilities

- 1.7.1 Until termination of the Service or this Contract, whichever is the earlier, the Customer will not install or permit the installation of any alternative Public Wi-fi or small cell service or equipment on the Site(s).
- 1.7.2 The Customer represents and warrants to BT that it has the full right and power to enter into this Contract and to grant BT the Rights contained in this Contract.
- 1.7.3 The Customer grants to BT the Rights for the duration of this Contract.
- 1.7.4 The Customer will display in a prominent place at the Site(s) such advertising, marketing and other material as BT may reasonably require in relation to the Service and the BT Equipment including without limitation the requirements specified in paragraph 1.7.3 if applicable, indicating the availability of the Service.
- 1.7.5 The Customer will:
- a) pay all electricity charges in respect of the use of electrical power at the Sites;
 - b) ensure that sufficient physical space and access are available for the BT Equipment; and
 - c) notify BT of any changes or planned changes to:
 - i) the Customer Equipment or;
 - ii) its network where such change may have any material adverse effect on the Service, or
 - iii) as soon as reasonably practicable before implementation of the change.

1.8 Misuse

The Customer will take all reasonable steps to ensure that the Service and the BT Equipment are not used in any way that would put BT in breach of the terms of any agreement BT has with any public telecommunications operator, notified in writing by BT to the Customer.

1.9 Call Monitoring & Recording

BT may monitor and record its communications with the Customer, including e-mails and phone conversations. Information collected by BT may be used for training purposes, quality assurance, to record details about the Services ordered by the Customer, and in order to meet BT's legal and regulatory obligations generally.

1.10 Confidentiality

1.10.1 Information BT holds about the Customer may be used for fraud prevention and credit vetting purposes and this may include BT sharing such information with third party companies including other communication companies.

1.11 Limitation of Liability

1.11.1 In addition to the Limitation of Liability provisions outlines in the Conditions. BT excludes all liability of any kind in respect of the Content, and any other material on the Internet that can be accessed via the Service (including Landing Page), except for any BT Mark or BT's own material on the Internet.

1.11.2 BT will not accept any liability, howsoever arising, incurred due to:

- a) discrepancies, errors or omissions in Content; and
- b) delays to the provision of the Service caused by the Customer's failure to supply or approve Content.

1.11.3 The Customer accepts that due to the diversity of web browser software, the functionality and on screen images created, including objects may appear visually different in different web browsers or on different equipment such as personal computers, mobile telephones, personal digital assistants, or multimedia kiosks. Accordingly BT accepts no liability for such differences.

1.11.4 The Customer acknowledges and accepts that colour tones, text typefaces, graphic quality and matches and audio quality and matches cannot be guaranteed due to hardware and software limitations and restrictions around the world.

1.11.5 Nothing in this paragraph 1.11 or elsewhere in the Service Schedule excludes or limits the Customer's liability to pay (without set-off) the Charges set out in the Order Form.

1.12 Intellectual Property Rights

1.12.1 Neither party acquires any rights to the other party's IPR under the Agreement except the limited rights necessary to perform obligations under the Agreement.

1.12.2 The Customer will not, without BT's prior written agreement, use any BT Marks.

1.12.3 BT will not, without the Customer's prior written agreement, use any Customer Marks.

1.12.4 The Customer hereby grants BT solely for the duration of this Contract an irrevocable, unfettered, worldwide, royalty free licence to use, reproduce and display the Customer Marks, and URLs and such information or materials supplied to BT by the Customer in connection with this Contract together with the copyright, for all purposes connected with the provision of the Service.

1.13 Warranties

The Customer represents and warrants, and continues to warrant, until termination of this Agreement that:

- 1.13.1 The Content or Customer Mark will not include any information or material which when used or communicated to the public in accordance with the terms of this Agreement:
- a) infringes the rights of any third party including without limitation, copyright, moral rights, right of privacy, rights in performances, image rights or restrictive covenant;
 - b) is offensive, abusive, indecent, defamatory, obscene or menacing or in breach of confidence or illegal or the accessing, holding, transmitting or supplying of which would be a criminal offence or otherwise unlawful; and
 - c) causes annoyance, inconvenience or needless anxiety.
- 1.13.2 All clearances, licences and consents necessary for the use and communication to the public of the Content or Customer Mark have been obtained and all fees or royalties have been paid.
- 1.14 Suspension of Links
- 1.14.1 BT may, without prior notice and without liability to the Customer, disable any Link and where applicable remove Content from any Landing Page if, in BT's reasonable opinion, any aspect of the Content and/or content linked from the Landing Page:
- a) does not comply with any code of practice or regulation;
 - b) is in breach of paragraph 1.14;
 - c) contains any virus, worm or other contaminant; and
 - d) may otherwise bring BT into disrepute.
- 1.14.2 Where any event in paragraph 1.15.1 of this Service Schedule occurs, BT will notify the Customer of any such disablement and the reasons for it.
- 1.15 Customer Marketing Activities
- 1.15.1 The Customer shall, at its own cost and expense, and in conjunction with the BT marketing manager, undertake the following marketing activities as a minimum at each Site for the duration of the Service:
- a) show BT as the Wi-fi service provider on each and every sign at each Site that lists the facilities and services available at the Site, such signage to include an authorised copy of the BT Wi-fi Mark;
 - b) prominently display at every reception desk, information desk or other form of visitor help desk at a Site BT marketing material and leaflets relating to the Service; and
 - c) up on launch of the Service, an email to be sent to all building employees advertising the new Service.
- 1.15.2 The Customer shall, at its own cost and expense and for the duration of the Service, ensure the Customer's corporate website is updated such that it shows "BT Wi-fi" as the Wi-fi service provider including an authorised copy of the BT Wi-fi Mark.

2 Network Services - Customer Responsibilities

- 2.1 All Customer Equipment and any access circuits leased by the Customer directly from a Third Party shall be the sole responsibility of the Customer and are not included as part of the Service.
- 2.2 Unless otherwise stated, the Customer is responsible for providing suitable computer hardware, Software and telecommunications equipment and services necessary to access and use the Service.

- 2.3 The Customer shall be responsible for providing a suitable IP addressing scheme (that must be at least a /24 address block) that is registered with an approved Internet registration authority, otherwise it will not be accepted by BT. The Customer shall ensure that it has a single IP address within the Customer Network. Unless the Customer has selected the Configuration Management option, the Customer shall also be responsible for devising any IP addresses which may be required for the purposes of WAN, LAN or both as appropriate, network management.
- 2.4 If the Customer accesses the Service via a LAN, the Customer is responsible for:
- 2.4.1 providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service; and
 - 2.4.2 configuration of the IP router.
- 2.5 The Customer shall be responsible for the creation, maintenance and design of all Customer Information.
- 2.6 The Customer warrants that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer or BT and which relate to the provision of Customer Information provided that BT has given notice to the Customer of those which apply to BT.
- 2.7 Where appropriate, the Customer must specify the volume of traffic required for each CoS level.
- 2.8 The Customer must adhere to the recommended bandwidth, access rate or specified volume of traffic as specified by BT for each CoS level. The Customer acknowledges that if it exceeds such recommended bandwidth, access rate or specified volume of traffic, then this may result in service degradation for which BT will not be liable.
- 2.9 To enable BT to provide a CoS level, classification of traffic must be carried out. Unless the Customer has requested to carry out classification of traffic via Professional Services such classification will be the sole responsibility of the Customer.

3 Network Services - General

- 3.1 Where an IP address or Domain Name is allocated to the Customer, it may only be used in connection with the Service. Except where expressly registered in the Customer's name, all BT based IP addresses and domain names made available on the Customer's behalf in connection with the Service shall at all times remain the property of BT and shall be non-transferable. The Customer shall have no right to use such IP addresses or domain names upon termination of the Service, at which time they will revert to BT.
- 3.2 Where the Customer has requested network address translation, BT will configure the Service in accordance with the details specified in the design summary. Where the Customer subsequently requests BT to make a change to the network address configuration, the Customer shall pay BT's reasonable Charges for the work carried out.
- 3.3 The Customer will give BT as much notice as possible if it intends to use the Service or to encourage or require the use of the Service in such a way as to distort users natural usage patterns, including, by way of example, running promotions which require users to log on within a short space of time or on a "first come, first served" basis.
- 3.4 The Customer acknowledges that the quality of the Service may be impaired by the uploading and downloading of data when using an ADSL enabled Line.

4 Service Management Boundary

- 4.1 BT will provide and manage the WAN Services up to the bridge router interface to the Customers LAN and will not extend beyond the Customer LAN ("Service Management Boundary").

5 Defined Terms

In addition to the defined terms in the General Terms and the Managed Service from BT Schedule to the General Terms, the following defined terms apply in this Schedule (and in the case of conflict between these defined terms and the defined terms in the General Terms and the Managed Service from BT Schedule to the General Terms, these defined terms will take precedence for the purposes of this Schedule):

“BT Mark” or **“BT Marks”** means any trademarks owned or licensed to BT, including the BT Corporate Mark and the BT Wi-fi Mark.

“BT Wi-fi Mark” means the logotype comprising the words “BT Wi-fi” and the BT Corporate Mark.

“Customer Marks” means any marks owned by or licensed to the Customer.

“Device” means any laptop, personal digital assistant smartphone, mobile phone, tablet, netbook or other piece of equipment with Wi-fi connectivity.

“Landing Page” means the customised welcome webpage as described in this Service Annex and (where applicable) set out in the Order.

“Link” or **“Links”** means any hypertext, graphic, button and/or similar function provided by the Customer capable of linking to other websites including non-BT websites.

“Marks” means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services.

“Password Service” means the service set out in paragraph 1.4 that will form part of the Service if selected by the Customer in the Order.

“Rights” means the rights granted to BT by the Customer to enable BT to:

- (a) execute any works on a Site for or in connection with the installation, maintenance, adjustment, repair, alteration or removal of the BT Equipment; and
- (b) keep the BT Equipment installed on, under or over a Site; and
- (c) enter a Site to inspect the BT Equipment and to allow BT to undertake any reasonable market research, assessment or review of the Service; and
- (d) include the Customer’s Site details on BT’s records available to Users of where the Service is made available and in BT’s general marketing of the Service.

“SSID” means Service Set Identifier – A code identifying a wireless LAN. It distinguishes packets from different LANs operating in the same location.

“User Conditions for the Service” means the terms and conditions of use agreed between BT and the User for accessing the Service. This shall include but not be limited to terms and conditions posted on a User notice in the vicinity of the Site, those referred to on a BT pre-pay voucher, made available from <http://www.btWi-fi.co.uk/terms-and-conditions/> or on a web page accessed via the Landing Page or a BT website.

“URL” means a uniform resource locator.

“Wi-fi” means a wireless fidelity network.