



BT Business Broadband Essential, Enhanced and Pro Packages Schedule to the General Terms For Customers joining or resigning from 2 April 2024

Contents

A note on 'you'	2
Words defined in the General Terms	2
Part A – The Broadband Service	2
1 Service Summary	2
2 Standard Service Components	2
3 Service Options	5
4 Service Management Boundary	6
5 Associated Services and Third Parties	6
6 Equipment	7
7 Specific Terms	9
Part B – Service Delivery and Management	11
8 BT's Obligations	12
9 Your Obligations	13
10 Notification of Incidents	14
11 Invoicing and Charges	14
12 Termination Charges	15
Part C – Service Care Levels and Customer Service Compensation Scheme	16
13 Service Care Levels	16
14 Application of the Compensation Scheme	16
15 Exceptions	16
Part D – Defined Terms	17
16 Defined Terms	17



A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Broadband Service

1 Service Summary

- 1.1 BT will provide you with an internet access service available in a range of options and speeds and delivered over a compatible Access Line using traditional copper wiring, fibre optic cabling or a combination of both (depending on the geographical area where BT provides the internet access service), comprising:
- (a) the Standard Service Components included in the BT Business Broadband Package you have selected; and
 - (b) any additional Service Options selected by you as set out in any applicable Order,
- (the “**Broadband Service**”).
- 1.2 The availability of the BT Business Broadband Packages is dependent on the geographical location of your Site and the Access Line available to you.

2 Standard Service Components

- 2.1 BT will provide you with the Standard Service Components and Service Care Level listed in the table below according to the BT Business Broadband Package selected by you, as set out in any applicable Order:

BT Business Broadband Package	Standard Service Components and Service Care Level
Essential	Wi-Fi Access Guest Wi-Fi Broadband Network Security <u>Service Care Level: Standard Care</u>
Enhanced	Wi-Fi Access Guest Wi-Fi Broadband Network Security Enhanced IT Support Hybrid Back-up Static-IP (optional) <u>Service Care Level: Standard Care</u>
Pro	Wi-Fi Access Guest Wi-Fi Broadband Network Security Enhanced IT Support Hybrid Back-up Static-IP (optional) Complete Wi-Fi Plus Wi-Fi Security Controls <u>Service Care Level: Prompt Care</u>



The terms for each Standard Service Components are set out below:

2.2 Wi-Fi Access

- 2.2.1 Wi-Fi Access is independent from your network that is linked to the Broadband Service and to any services connected to your network.
- 2.2.2 You may connect to the Internet using Wi-Fi Access using your Customer Equipment and your BT Business broadband login name and password when you are located within the radio frequency coverage area of a BT Site.
- 2.2.3 You may access Wi-Fi Access using:
 - (a) an alternative wireless data service where BT has an agreement with the alternative wireless data service provider for this access. Details of BT's alternative wireless data service providers are set out at the Wi-Fi Web Page; and
 - (b) a BT Hub where Customer Equipment that is capable of connecting to the Internet, is within range of the BT Hub and you enter the correct user credentials or access code provided to you by BT.
- 2.2.4 Wi-Fi Access is dependent on the suitability of the Customer Equipment and, if applicable, your network.
- 2.2.5 BT does not guarantee access to any of the BT Sites or that Wi-Fi Access will always be available or continue to be available from a specific BT Site, or the security of Wi-Fi Access against unlawful access or use.
- 2.2.6 BT may restrict access to, or respond to, a request from one of its Wi-Fi Partners to restrict access to specific websites at a BT Site.
- 2.2.7 Subject to Paragraph 2.3, Wi-Fi Access is intended for your own use only and you will not share it publicly or with any third parties.
- 2.2.8 If you make the Broadband Service available to third parties in breach of Paragraph 2.2.7:
 - (a) it is your responsibility to filter Content and to comply with all relevant safety and security regulations or laws for publicly sharing Wi-Fi Access;
 - (b) BT will not be responsible for filtering any Content and will have no liability to you or any third party for any harm, distress or damage resulting from your breach and you will indemnify BT against any such claims; and
 - (c) BT may terminate the Wi-Fi Access, the Broadband Service or the Contract.

2.3 Guest Wi-Fi

- 2.3.1 If you offer Guest Wi-Fi to Guest Wi-Fi Users:
 - (a) you will have a compatible BT Hub that accesses the Broadband Service;
 - (b) you will activate Guest Wi-Fi in accordance with any instructions provided by BT; and
 - (c) the number of Guest Wi-Fi Users is limited to 13 at any time on a BT Hub.
- 2.3.2 Unless BT agrees with you otherwise, BT may restrict, block or control Guest Wi-Fi Users' access to specific websites including, but not limited to, websites that contain the following Content:
 - (a) criminal skills;
 - (b) drugs;
 - (c) hacking;
 - (d) hate;
 - (e) pornography;
 - (f) self-harm and suicide;
 - (g) violence and gore; and
 - (h) weapons.
- 2.3.3 Guest W-Fi Users will only be able to access Guest Wi-Fi through your BT Hub and not through your Wi-Fi Disc or Complete Wi-Fi Plus Device (if you have Complete Wi-Fi or Complete Wi-Fi Plus).
- 2.3.4 BT is not responsible and has no liability for use of Guest Wi-Fi by Guest Wi-Fi Users.

2.4 Broadband Network Security

- 2.4.1 Broadband Network Security will only be available if you are using BT Domain Name systems. You must activate Broadband Network Security for the services to function.
- 2.4.2 BT does not guarantee that BT Web Protect will be able to warn you about all malicious domains or websites.

2.5 Enhanced IT Support

- 2.5.1 BT may provide you with enhanced IT support for up to five Devices as part of your BT Business Broadband Package which will include:
 - (a) remote access technical support; and
 - (b) basic troubleshooting on the hardware, applications and operating systems connected to the Broadband Service ("Enhanced IT Support").



- 2.5.2 Enhanced IT Support will be available to you 24x7, excluding UK bank and public holidays.
- 2.5.3 Enhanced IT Support is not intended to be a substitute for you taking appropriate steps to maintain and safeguard your own IT system through regular data back-up, running current virus software and adopting other appropriate security or maintenance procedures.
- 2.5.4 In order for BT to provide Enhanced IT Support you must:
- (a) grant BT remote access to your Devices, where necessary;
 - (b) install such diagnostic and technical support software that BT provides to you;
 - (c) have technical details of the supported Devices, Local Area Network and connected devices, collected and securely stored by BT for use during fault diagnosis and support incidents; and
 - (d) allow BT's technical support agents to create, as necessary, systems administration accounts on your Devices and to keep these accounts active and unchanged as required.
- 2.5.5 BT does not guarantee that it will be able to fix all faults or that BT will be able to advise on all service-related issues.
- 2.5.6 BT will not be liable for any failures in the supported applications and operating systems that cannot be resolved, or for your failure to correctly follow BT's advice and recommendations.
- 2.5.7 Your Device operating systems must be supported by the relevant third-party supplier (Apple, Microsoft or Google) and have an available USB port, ethernet port or wireless capability.
- 2.5.8 For the purposes of this Paragraph 2.5 "Device" means a compatible Apple, Android or Windows computer, smartphone or tablet with 4G, 5G or Wi-fi connection that meets the minimum operating system requirements that BT informs you of
- 2.6 **Static IP Addresses**
- 2.6.1 BT will provide you with a single IP Address for your own use in connection with the Broadband Service if you select this as part of your Order.
- 2.6.2 You may order up to 5 additional IP Addresses for an additional Charge as set out in the BT Price List.
- 2.7 **Hybrid Backup**
- 2.7.1 BT will provide you with Hybrid Backup from the Service Start Date provided that you fulfil the eligibility criteria for EE 4G Network coverage as assessed by BT.
- 2.7.2 If any element of your Broadband Service, other than Hybrid Backup, fails and you have switched over to the EE 4G Network, BT may contact you to resolve the Incident with your Broadband Service.
- 2.7.3 If you use Hybrid Backup in breach of Paragraph 9.2.12 or if BT is unable to contact you for a period of one month from the date your Broadband Service fails in order to resolve the Incident with your Broadband Service, BT may terminate Hybrid Backup.
- 2.7.4 Where BT provides you with Hybrid Backup, you may be eligible to receive your Hybrid Connect Device to connect to the internet over the EE 4G Network, before the provision of the Broadband Service via an Access Line ("**Next Day Connection**"). If you are eligible to receive Next Day Connection, BT will aim to send out the Hybrid Connect Device using next day delivery once your Order has been placed with BT, however all timescales are estimates and will depend on when the Order is placed on the BT system and that you pass credit checks. Once you receive your Hybrid Connect Device you can use it to receive Next Day Connection until your Access Line has been provisioned. All the obligations under the Contract relating to Hybrid Backup and the Hybrid Connect Device will apply during the period you are using Next Day Connection.
- 2.8 **Hybrid Connect Device**
- 2.8.1 BT will provide you with a Hybrid Connect Device if you are eligible for Hybrid Backup and/or Hybrid Speed Boost.
- 2.8.2 In addition to any other rights BT may have, if you use the Hybrid Connect Device in breach of Paragraphs 9.2.12 or 9.2.13 of this Schedule or Clauses 6.6 or 12.3 of the General Terms, BT may, without notice:
- (a) terminate Hybrid Backup and/or Hybrid Speed Boost; or
 - (b) temporarily or permanently block the SIM Card used with the Hybrid Connect Device.
- 2.9 **Complete Wi-Fi Plus**
- 2.9.1 BT will provide you with:
- (a) Complete Wi-Fi Plus from the Service Start Date, provided you have installed a BT Business Smart Hub 3; and
 - (b) a Complete Wi-Fi Plus Device.
- 2.9.2 You can test the Wi-Fi signal strength of your Complete Wi-Fi Plus Device through the BT Business App, according to the instructions provided to you. If you have correctly installed your BT Business Smart Hub 3 with your Complete Wi-Fi Plus Device, but you do not have a strong Wi-Fi signal, you can contact BT and BT will run diagnostic tests. BT may send you another Complete Wi-Fi Plus Device if required.
- 2.9.3 If you have carried out the above step in Paragraph 2.9.2 and your Wi-Fi signal strength is still poor, BT may send you up to five extra Complete Wi-Fi Plus Devices free of charge.
- 2.9.4 If you have two or more Complete Wi-Fi Plus Devices at your Site, and your Wi-Fi signal strength is still poor, you can either:



- (a) request a BT engineer visit your Site;
 - (b) request an extra Complete Wi-Fi Plus Device to be sent to you from BT;
 - (c) claim for compensation (if you have been supplied Complete Wi-Fi Plus as an additional Service Option); or
 - (d) terminate your Contract for the Broadband Service (if Complete Wi-Fi Plus is a Standard Service Component of your BT Business Broadband Package),
- (the “**Complete Wi-Fi Plus Guarantee**”).

2.9.5 The Complete Wi-Fi Plus Guarantee will only apply if your BT Business Smart Hub 3 is connected to the Internet and it will only cover the main building at your Site. The Complete Wi-Fi Plus Guarantee will not cover Broadband Service faults and only applies for the Complete Wi-Fi Plus Guarantee Period.

2.9.6 If you are entitled to claim compensation in accordance with Paragraph 2.9.4(c) above, BT may refund you up to a maximum of six months’ previous Charges payable in respect of the Complete Wi-Fi Plus Service Option, which will appear on your next bill as a one-off credit. In order to claim compensation, you must terminate your Complete Wi-Fi Plus Service Option and submit your claim within the Complete Wi-Fi Plus Guarantee Period. You will not be liable to pay Termination Charges in relation to the termination of this Service Option.

2.9.7 If you are entitled to terminate your Broadband Service in accordance with Paragraph 2.9.4(d) above, then you must submit your termination request within the Complete Wi-Fi Plus Guarantee Period and you will not be liable to pay Termination Charges in relation to your Broadband Service.

2.9.8 If you terminate Complete Wi-Fi Plus or your Broadband Service within the Fixed Commitment Period for any reason outside of the Complete Wi-Fi Plus Guarantee, you will pay the Termination Charges as set out in Paragraph 12.

2.10 Wi-Fi Security Controls

2.10.1 BT will only provide you with Wi-Fi Security Controls if you have a BT Business Smart Hub 3 installed on your Broadband Service.

2.10.2 Wi-Fi Security Controls cannot work at the same time as Broadband Network Security. Broadband Network Security will be disabled when Wi-Fi Security Controls is enabled.

2.10.3 BT will provide you with Wi-Fi Security Controls via the BT Business App. This will enable you to identify all devices connected to the BT Business Smart Hub 3.

2.10.4 Wi-Fi Security Controls will provide the following security features:

- (a) A displayed list of devices connected to the BT Business Smart Hub 3;
- (b) The ability to control internet access for connected devices or groups of devices including the ability to pause, freeze and schedule wi-fi activity;
- (c) The ability to protect devices and automatically detect threats; and
- (d) The ability to set Content filtering per group of devices and per device and the ability to schedule and enforce access to Content via website categorisation or individual URL. Wi-Fi Security Controls does not have the ability to block mobile applications.

2.10.5 You are responsible for informing your Users that, when their devices are connected to the BT Business Smart Hub 3, their device details will be processed by you and may be subject to you activating policy enforcement services.

2.10.6 You will comply with all applicable Data Protection Legislation when using Wi-Fi Security Controls.

2.10.7 BT reserves the right to terminate your Wi-Fi Security Controls access (and delete any associated information or data) without notice if it has not been used for more than 6 consecutive months.

3 Service Options

3.1 If you are eligible, you may select any of the Standard Service Components which are not included in your selected BT Business Broadband Package or the Service Options listed in this Paragraph 3 as an additional Service Options as part of any applicable Order (“**Service Options**”). Service Options will incur an additional Charge as set out in the BT Price List.

3.2 Complete Wi-Fi

3.2.1 If you select the Complete Wi-Fi Service Option, BT will provide you with:

- (a) Complete Wi-Fi from the Service Start Date provided that you have installed a BT Business Smart Hub 2;
- (b) a Wi-Fi Disc free of charge.

3.2.2 You can test the Wi-Fi signal strength of your Wi-Fi Disc through the BT Business App, according to the instructions provided to you. If you have correctly installed your BT Business Smart Hub 2 with your Complete Wi-Fi, but you do not have a strong Wi-Fi signal, you can contact BT and BT will run diagnostic tests. BT may send you another Wi-Fi Disc if required.

3.2.3 If you have carried out the above step in Paragraph 3.2.2 and your Wi-Fi signal strength is still poor, BT may send you up to five extra Wi-Fi Discs free of charge.

3.2.4 If you have two or more Wi-Fi Discs at your Site, and your Wi-Fi signal strength is still poor, you can either:

- (a) request a BT engineer visit your Site;



- (b) request an extra Wi-Fi Disc to be sent to you from BT; or
 - (c) claim for compensation
- (the “**Complete Wi-Fi Guarantee**”).

- 3.2.5 The Complete Wi-Fi Guarantee will only apply if your BT Business Smart Hub 2 is connected to the Internet and it will only cover the main building at your Site. The Complete Wi-Fi Guarantee will not cover Broadband Service faults and only applies for the Complete Wi-Fi Guarantee Period.
- 3.2.6 If you are entitled to claim compensation in accordance with Paragraph 3.2.4(c) above, BT may refund you up to a maximum of six months’ previous Charges payable in respect of the Complete Wi-Fi Plus Service Option, which will appear on your next bill as a one-off credit. In order to claim compensation, you must terminate your Complete Wi-Fi Plus Service Option and submit your claim within the Complete Wi-Fi Plus Guarantee Period. You will not be liable to pay Termination Charges in relation to the termination of this Service Option.
- 3.2.7 If you terminate Complete Wi-Fi within the Fixed Commitment Period for any reason outside of the Complete Wi-Fi Guarantee, you will pay the Termination Charges as set out in Paragraph 12.

3.3 Hybrid Speed Boost Add-On

- 3.3.1 Depending on your Access Line, BT may provide you with Hybrid Speed Boost as an Add-On if you fulfil the eligibility criteria for EE 4G Network coverage as assessed by BT.
- 3.3.2 Performance of Hybrid Speed Boost is variable and cannot be guaranteed. The availability and quality of Hybrid Speed Boost is affected by a number of factors, such as the location of the Hybrid Connect Device, the level of indoor EE 4G Network coverage you receive, and the number of people using the EE 4G Network in your area. BT does not guarantee any minimum increase in your broadband speed resulting from Hybrid Speed Boost and any failure to receive an increase in speed will not entitle you to terminate your Broadband Service or any related Service, but only the Hybrid Speed Boost Add-On.
- 3.3.3 The estimated speeds and Minimum Guaranteed Download Speed we provide you under Paragraph 7.5.2 do not include and are not affected by Hybrid Speed Boost.
- 3.3.4 BT reserves the right to change the Hybrid Speed Boost Add-On at any time and will give you as much notice as it reasonably can.

3.4 BT Hubs

- 3.4.1 You may order a BT Hub with the Broadband Service, other than the one provided by BT as a standard part of your BT Business Broadband Package, and this may incur a Charge.
- 3.4.2 You may connect a Compatible Hub to the Broadband Service once BT has confirmed to you that the Broadband Service is working.
- 3.4.3 BT will not guarantee the continuing availability of the BT Hubs and subject to Paragraph 6.3.3, BT may add to, substitute or discontinue BT Hubs.
- 3.4.4 If you connect your Compatible Hub to the Broadband Service instead of the BT Hub, you will re-connect the BT Hub in the event of an Incident to allow BT to undertake diagnostic activities.

3.5 Email Address Service

- 3.5.1 BT will only provide you with the Email Address Service if you have been provided this service as part of a previous Broadband product. You may not order any new Email Address Services in addition to those you already have.
- 3.5.2 30 days after the end of the Contract for any reason, BT will disable your email accounts (including any sub-accounts) and mailboxes and delete any Content or usernames. It is your responsibility to copy or back up to a separate device or service any emails or other Content you wish to keep before this 30 day period ends.

4 Service Management Boundary

- 4.1 BT will provide and manage the Broadband Service as set out in Parts A, B and C of this Schedule and the Order, up to the BT Hub or, if you do not use a BT Hub, up to the Network Terminating Unit (“**Service Management Boundary**”).
- 4.2 BT is not responsible for the Broadband Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Broadband Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT is not responsible under the Contract for providing any technical or other support to your network.
- 4.5 BT is not responsible in any way for any electronic communications services provided by any other Communications Provider and you are responsible for making applications to such providers, for compliance with their terms and for payment of any charges.
- 4.6 BT will provide the Broadband Services at the Site(s) located in England, Wales, Scotland and Northern Ireland (excluding Highlands and Islands, Isle of Wight, Isle of Man, Isle of Scilly, and Channel Islands).

5 Associated Services and Third Parties



- 5.1 You will have the following services in place that will connect to the Broadband Service and are necessary for the Broadband Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
- 5.1.1 for Hybrid Backup and Hybrid Speed Boost, sufficient EE 4G Network signal, electrical power to your Site and a BT Hub;
 - 5.1.2 a BT enabled Access Line; and
 - 5.1.3 a Compatible Hub if you choose to use your own Customer Equipment to connect to the Broadband Service in accordance with Paragraph 3.4.2.
- 5.2 The BT enabled Access Line may be provided by BT (under a separate contract) or by another Communications Provider and you will need to be the account holder, or have written authority from the account holder, to use the Access Line for the Broadband Service.
- 5.3 If the Broadband Service is being provided over a BT enabled Access Line (whether provided by BT or another Communications Provider) and you terminate the Access Line, BT will terminate your Broadband Service and this Contract and you will pay a cease Charge as set out in Paragraph 12.1. If this occurs during the Fixed Commitment Period, you will pay, in addition to the cease Charge, BT Termination Charges as set out in Paragraph 12.
- 5.4 If BT provides you with any services other than the Broadband Service, this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.5 BT will not be liable for failure to, or delay in, supplying the Broadband 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.
- 5.6 If your Broadband Service was previously part of a bundle with a phone line and you are now taking a broadband-only service your existing phone line will cease and any services connected to it (such as voice services, fax, alarm etc.) will stop working when you move to the broadband-only service. You will also lose your existing phone number.

6 Equipment

- 6.1 In relation to Equipment, you will:
- 6.1.1 keep the Equipment safe and without risk to health;
 - 6.1.2 not move the Equipment or any part of it from the Site(s) without BT's written consent and, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation; and
 - 6.1.3 not make any alterations or attachments to, or otherwise interfere with, the Equipment, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the Equipment.
- 6.2 In relation to Equipment (and where this is Purchased Equipment only until the point at which title in any Purchased Equipment transfers to you in accordance with Paragraph 6.4.2), you will:
- 6.2.1 only use the Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
 - 6.2.2 not sell, charge, assign, transfer or dispose of or part with possession of the Equipment or any part of it;
 - 6.2.3 not allow any lien, encumbrance or security interest over the Equipment, nor pledge the credit of BT for the repair of it or otherwise;
 - 6.2.4 not claim to be owner of, and ensure that the owner of the Site(s) will not claim ownership of, the Equipment, even where it is fixed to the Site(s);
 - 6.2.5 obtain appropriate insurance against any damage to or theft or loss of the Equipment;
 - 6.2.6 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use, loss, damage or theft of the Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT; and
 - 6.2.7 where there is a threatened seizure of the Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Equipment.
- 6.3 **BT Equipment and Loaned Equipment**
- 6.3.1 Excluding any Software provided as part of any BT Equipment and Loaned Equipment, all BT Equipment and Loaned Equipment will remain BT's property at all times and risk in BT Equipment and Loaned Equipment will pass to you upon delivery, whether or not it has been installed.
 - 6.3.2 Any BT Equipment and Loaned Equipment provided to you as part of the Broadband Service is provided for use with the Broadband Service only and in accordance with the terms of this Contract and BT's instructions.
 - 6.3.3 BT may replace any Loaned Equipment from time to time and you will inform BT if you do not wish to receive any replacement Loaned Equipment.
 - 6.3.4 On termination or expiry of the Broadband Service or any Service Option or Add-On, for whatever reason, you will return any Loaned Equipment to BT within 60 days using the pre-paid envelope provided to you.



6.3.5 If you fail to return the Loaned Equipment to BT in accordance with Paragraph 6.3.4, you will incur a non-return fee as set out in Part 16 of Section 15 of the BT Price List ("**Non-Return Fee**"). Payment of the Non-Return Fee does not transfer ownership or title in the Loaned Equipment to you and you still must return the Loaned Equipment to BT.

6.3.6 If the Loaned Equipment is returned to BT within two years of you being charged the Non-Return Fee, BT will credit to your account an amount corresponding to the condition of the Loaned Equipment allowing for reasonable wear and tear.

6.4 Purchased Equipment

6.4.1 Delivery and Installation of Purchased Equipment

You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).

6.4.2 Transfer of Title and Risk

(a) Where the Purchased Equipment is delivered to a Site:

- (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
- (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
- (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

6.4.3 Acceptance of Purchased Equipment

(a) The Purchased Equipment is accepted:

- (i) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (ii) if BT installs the Purchased Equipment, on the Service Start Date.

(b) Unless you have relied on BT's written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.

6.4.4 Warranty

(a) If you have purchased a BT Hub or a Hybrid Connect Device and you report an Incident in the Purchased Equipment (in accordance with paragraph 10) due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge:

- (i) in respect of the BT Hub, any time after the Service Start Date; or
- (ii) in respect of the Hybrid Connect Device, during the period of 24 months from the Service Start Date (or any other period that BT advises you of)

(the "**Purchased Equipment Warranty**")

(b) The Purchased Equipment Warranty will not apply if:

- (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
- (ii) the Purchased Equipment has been modified without BT's written consent;
- (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
- (iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
- (v) the Incident is due to fair wear and tear.

6.4.5 If requested by BT, you will return the Purchased Equipment affected by an Incident to BT, the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement.

6.4.6 Where the Incident relates to a BT Hub, you will return the BT Hub to BT within 14 days of receiving the pre-paid postage package. Failure to do so may result in BT charging you for any replacement BT Hub, postal Charges for both initial despatch and the prepaid return package and a reasonable administration Charge.

6.4.7 Where BT replaces a faulty BT Hub, BT will use reasonable endeavours to deliver the replacement BT Hub within five Business Days from the day you order the replacement BT Hub.

6.4.8 BT does not warrant that the Broadband Service or Software supplied under the Contract will:

- (a) be free of all Incidents or that its use will be uninterrupted, but BT will remedy any defects that significantly impair performance within a reasonable time; and
- (b) operate in combination with your Content or applications, or with any other software, hardware, systems or data.

6.5 WEEE Directive



- 6.5.1 You will comply with Article 13 of WEEE Directive for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become WEEE.
- 6.5.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.5 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 6.5.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

7 Specific Terms

7.1 Changes to the Contract

- 7.1.1 Subject to the remainder of this Paragraph 7.1, BT may amend the Contract (including the Charges) at any time by either:
 - (a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or
 - (b) by giving Notice to you.
- 7.1.2 If BT amends:
 - (a) the General Terms, this Schedule, any applicable Annex, or the Order; and/or
 - (b) the Recurring Charges (excluding where applicable any Charges for Add-Ons),and the amendment is not exclusively to your benefit, BT will Notify you at least 30 days before the change is to take effect and Paragraph 7.1.5 will apply.
- 7.1.3 If BT amends any Charges (other than Recurring Charges, Charges for Add-Ons, Service Options or one-off Charges), and the amendment is of material detriment to you, BT will Notify you at least 30 days before the change is to take effect and Paragraph 7.1.5 will apply.
- 7.1.4 Where applicable, if BT makes an amendment to a Service Option or an Add-On (including any applicable Charges for Service Options or Add-Ons) which is not exclusively to your benefit, BT will Notify you at least 30 days before the change is to take effect and you may terminate the Service Option or Add-On that is changing (only) by giving us Notice within 30 days of the date of BT's Notice of the change.
- 7.1.5 Where BT makes an amendment under Paragraph 7.1 to which this Paragraph 7.1.5 is stated to apply, you may terminate the Contract for the Service without paying Termination Charges provided that:
 - (a) you give Notice to BT within 30 days after the date of BT's Notice; and
 - (b) you pay all Charges for the Service that are performed during the 30 day notice period.
- 7.1.6 Paragraphs 7.1.2 to 7.1.4 (inclusive) do not apply to Bespoke Contracts. If you have a Bespoke Contract and BT makes an amendment to the Contract (including to the Charges) that causes you material detriment, BT will Notify you at least 30 days before the change is to take effect and Paragraph 7.1.5 will apply.
- 7.1.7 Nothing in this Paragraph 7.1 will affect BT's right to make amendments to the Contract (including the Charges) to comply with Applicable Laws, or to implement administrative changes that have no negative impact on the performance of the Broadband Service. Paragraphs 7.1.5 and 7.1.6 will not apply to such amendments.

7.2 Annual Price Increase

- 7.2.1 BT reserves the right to include an annual increase to Recurring Charges (rounded up to the nearest whole pence) by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus ii) 3.9% ("Annual Price Increase").
- 7.2.2 If applicable the Annual Price Increase will take effect on bills dated on or after 1st April of each year. If the CPI figure is negative in the relevant year, BT will only increase Recurring Charges by 3.9%. The change to Recurring Charges as a result of the Annual Price Increase will not give you the right to terminate the Contract without paying Termination Charges.
- 7.2.3 The products and services to be included in an Annual Price Increase are set out online at the following link: [BT Price List](#).

7.3 Termination for Convenience

- 7.3.1 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 Broadband Service or any Order by giving 30 days' Notice to the other.
- 7.3.2 If you terminate the Broadband Service in accordance with Paragraph 7.3.1 and you have Hybrid Backup, Complete Wi-Fi or Complete Wi-Fi Plus provided as a Service Option, or Hybrid Speed Boost as an Add-on, all of these will terminate on expiry of the Notice.

7.4 Fixed Commitment Period

- 7.4.1 At the end of the Fixed Commitment Period, unless one of us has given Notice to the other of an intention to terminate the Broadband Service in accordance with the Contract, BT will continue to provide the Broadband Service and each of us will continue to perform our obligations in accordance with the Contract.

7.5 Minimum Guaranteed Download Speed



- 7.5.1 This Paragraph 7.5 and the Minimum Guaranteed Download Speed will not apply to speeds achieved when using Hybrid Backup.
- 7.5.2 When BT receives your Order, and before the Service Start Date, BT will provide you with:
- (a) an estimate of your normally available upload and download speed ranges for each of your Access Lines;
 - (b) the Minimum Guaranteed Download Speed that you may expect for each of your Access Lines; and
 - (c) an explanation of the factors that may affect your upload speed range, download speed range and Minimum Guaranteed Download Speed which is found at www.bt.com/mybroadbandspeed.
- 7.5.3 If, after 10 days following your Service Start Date, the line speed for a particular Access Line is regularly at or below the Minimum Guaranteed Download Speed, you may report an Incident to the Service Desk in accordance with Paragraph 10 and BT will try to resolve the Incident.
- 7.5.4 If:
- (a) your Access Line speed is continuously or intermittently below the Minimum Guaranteed Download Speed for three consecutive days after reporting the Incident to BT; and
 - (b) BT is unable to resolve the Incident within 30 days from when you first reported the Incident to BT,
- you may terminate the Broadband Service and any Dependent Product or Bundle Product associated with that particular Access Line with immediate effect within 30 days from when you first reported the Incident to BT.
- 7.5.5 If you exercise your right to terminate your Broadband Service and any Dependent Product or Bundle Product in accordance with Paragraph 7.5.4:
- (a) you will not be liable to pay any of the Charges set out in Paragraph 12 (other than the Charges set out in Paragraph 12.1.2);
 - (b) BT may request you return the BT Hub to BT using the pre-paid postage package that BT provides to you; and
 - (c) any Add-ons or Service Options that BT provides to you and that are dependent on the Broadband Service you have terminated will also terminate.

7.6 Installation of the Broadband Service

- 7.6.1 If you are installing the Broadband Service yourself, BT will send the BT Hub to you and you must promptly install the BT Hub in accordance with any instructions BT provides. Failure or delay in doing so will prevent BT from providing you with the Broadband Service. BT will advise you when the Broadband Service is activated.
- 7.6.2 Where it is necessary for BT to install the Broadband Service for you:
- (a) BT will make an appointment with you for internal installation and configuration of the Broadband Service at the Site;
 - (b) appointments will be during Business Days at a time agreed between both of us;
 - (c) you will provide BT with access at the times that we both agree for the appointment(s);
 - (d) before the appointment date BT will despatch any equipment to you that BT needs for connecting to the Broadband Service as part of BT's installation activities;
 - (e) before the appointment date, it may be necessary for BT to contact you to arrange access to the Site to conduct some external works;
 - (f) in order to provide the Broadband Service to you, BT may be required to request a permit under the TMA. If you miss or change an appointment date(s) and BT is unable to complete provision of the Broadband Service within the period of the TMA permit, you will pay BT for any additional TMA permit charges;
 - (g) depending on the BT Business Broadband Package you chose, BT may:
 - (i) connect BT Equipment to your master telephone socket or Network Terminating Unit (as applicable);
 - (ii) install BT Equipment both to the outside of your Site and within the Site, if BT considers it necessary;
 - (iii) install the BT Hub;
 - (iv) connect one computer to the Broadband Service. Your computer will:
 - i. have a Microsoft Windows or Apple Mac operating system;
 - ii. be fully operational and virus free at the time of the BT engineer's visit; and
 - iii. be located within close proximity to your master telephone socket or Network Terminating Unit (as applicable) and power outlet for the Broadband Service;
 - (h) BT recommends that, before the BT engineer's visit to the Site, you back up any data stored on your computer. BT will not be liable for any data lost during installation; and
 - (i) if you do not wish BT to connect your computer to the Broadband Service as set out in Paragraph 7.6.2(g)(iv), BT's engineer will connect the Broadband Service to a BT laptop to prove the Broadband Service is working.

7.7 Access to Emergency Services

The Broadband Service does not provide the ability for Users to call the emergency services by dialling "999" or "112" and BT recommends that you make alternative arrangements to cover this, including maintaining a voice service.

7.8 Content



7.8.1 Where BT provides you with Content, you acknowledge that:

- (a) the use of Content is at your own risk;
- (b) the Content may change from time to time;
- (c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
- (d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (e) BT will not guarantee the accuracy or completeness of the Content;
- (f) some of the Content will have its own terms which may be displayed online or elsewhere. You will comply with any applicable terms when accessing Content; and
- (g) access to any Content provided on a subscription basis as part of the Broadband Service will cease when this Contract ends.

7.8.2 BT will have no obligation to store Content or any responsibility if stored Content is lost or deleted.

7.8.3 BT recommends that you save copies of information you wish to keep on other devices not connected with the Broadband Service.

7.9 Provider Independent Resources

7.9.1 If you require Provider Independent Resources (PIR) with the Broadband Service:

- (a) you will respond to any information requests from BT in order for BT to keep registration records up-to-date;
- (b) you will ensure that up-to-date registration data is provided to BT and you agree that some or all of this registration data is published in the applicable Regional Internet Registry's database;
- (c) you will not assign any of the PIR to a third party;
- (d) you will pay any registration fees to BT that apply for the PIR;
- (e) if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to the applicable Regional Internet Registry;
- (f) your use of PIR is subject to the applicable Regional Internet Registry's policies; and
- (g) if you do not follow any of the relevant Regional Internet Registry's policies the PIR will return to the applicable Regional Internet Registry and BT may terminate the Contract in accordance with Clause 18 of the General Terms.

7.10 Dispute Resolution

BT will try to resolve any complaint or dispute that you may have with BT in accordance with the procedure set out in Clause 24 of the General Terms. If the matter is not resolved through that procedure, you may refer it to adjudication, where appropriate, in accordance with the details set out in BT's customer complaints code set out at <http://www.bt.com/complaintscode>, copies of which are available on request.

7.11 Re-grade of your BT Business Broadband Package

If you wish to change your BT Business Broadband Package:

- 7.11.1 your existing contract for your Broadband Service will terminate (provided that you will still be liable for all outstanding Charges due under your existing contract) and you will sign a new contract for your new BT Business Broadband Package;
- 7.11.2 BT may, if you downgrade from one BT Business Broadband Package to another, charge you a downgrade Charge as set out in the BT Price List; and
- 7.11.3 you may experience interruption to your Broadband Service.

7.12 IP Addresses and Domain Names

- 7.12.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Broadband Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
- 7.12.2 All of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the Broadband Service.
- 7.12.3 BT cannot ensure that any requested Domain Name is available from or approved for use by the applicable Regional Internet Registry and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 7.12.4 You warrant that you are the owner of, or are authorised by the owner of, the trademark or name that you wish to use as a Domain Name.
- 7.12.5 You will pay all fees associated with registration and maintenance of your Domain Name and will reimburse BT for any and all fees that BT pays to any applicable Internet Registration Authority, and thereafter pay such fees directly to the applicable Internet Registration Authority.
- 7.12.6 You will not own any telephone number related to the Broadband Service and, apart from your right to number portability where you change Communications Provider, all your rights to use telephone numbers will cease on termination or expiration of the Broadband Service.

Part B – Service Delivery and Management



8 BT's Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Broadband Service, BT:

- 8.1.1 will provide you with contact and access details for the Service Desk;
- 8.1.2 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 is in breach of any of its obligations under this Contract;
- 8.1.3 will complete a line test, survey or both to verify that BT can provide the Broadband Service to you at a Site and, if a survey identifies that additional engineering work is required in order to provide the Broadband Service to the Sites, BT may provide a new quote to you detailing the additional Charges that you will need to pay for the engineering work to be completed, as set out in Section 45 of the BT Price List. If:
 - (a) you accept the new quote, BT will cancel the existing Order to the affected Sites and will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
 - (b) you do not accept the new quote, BT will cancel your existing Order for the provision of Broadband Service to the affected Sites and the Contract for the Broadband Service will be cancelled without liability to either of us; or
 - (c) a survey identifies that BT is unable to provide the Broadband Service to you, BT will notify you as soon as possible and the Contract for the Broadband Service will be cancelled immediately without liability to either of us;
- 8.1.4 may change the Customer Committed Date if you request a change to the Broadband Service or any part of the Broadband Service, including, without limitation, any Purchased Equipment or any IP Address location, ;
- 8.1.5 may expedite delivery of the Broadband Service for operational reasons or in response to a request from you, but if expedited delivery is not possible the Customer Committed Date will not change;
- 8.1.6 dispatch any Purchased Equipment for delivery to the applicable Site as set out in the Order; and
- 8.1.7 if agreed between both of us and set out in the Order, install and test any Purchased Equipment at the applicable Sites.

- 8.2 BT shall not be required to carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance services.

8.3 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.3.1 configure the Broadband Service;
- 8.3.2 conduct a series of standard tests on the Broadband Service to ensure that it is configured correctly;
- 8.3.3 connect the Broadband Service to each Access Line which may cause a temporary loss in your telephone service if you have one; and
- 8.3.4 on the date that BT has completed the activities in this Paragraph 8.3, confirm to you the Service Start Date.

8.4 During Operation

On and from the Service Start Date, BT:

- 8.4.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of the Contract if you report an Incident on the BT Network;
- 8.4.2 may carry out Maintenance and will endeavour to inform you at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment, however BT may give less notice if emergency Maintenance is required;
- 8.4.3 may, in the event of a security breach affecting the Broadband Service, require you to change any or all of your passwords. BT does not guarantee the security of the Broadband Service against unauthorised or unlawful access or use;
- 8.4.4 may, for operational reasons, including the provision of Broadband Service enhancements or Software upgrades:
 - (a) change any codes or numbers given to you, the performance or functionality of the Broadband Service, or the way BT provides the Broadband Service, provided that any change to the Broadband Service or the way BT provides the Broadband Service will not affect the performance or functionality of the Broadband Service to your material detriment; or
 - (b) interrupt or suspend the Broadband Service. If this happens BT will restore the Broadband Service as quickly as possible;
- 8.4.5 may take action to manage network performance during periods where there is high demand. Such actions may include line speed reductions and application and protocol management. Information relating to typical traffic management practices undertaken by BT is set out at www.bt.com/trafficmanagement;
- 8.4.6 if BT may take steps in the BT Network to block access to any malicious domains to protect you from possible criminal threats associated with such domains but BT does not guarantee that it will be able to block all malicious domains

8.5 The End of the Broadband Service



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

- 8.5.1 will provide configuration information relating to the Broadband Service provided at the Sites in a format that BT reasonably specifies;
- 8.5.2 may disconnect and remove any BT Equipment and Loaned Equipment located at the Sites; and
- 8.5.3 may delete any Content stored on the Broadband Service.

9 Your Obligations

9.1 Service Delivery

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

- 9.1.1 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Broadband Service;
- 9.1.2 in jurisdictions where an employer is legally required to make a disclosure to its employees or Users:
 - (a) inform your Users that as part of the Broadband Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees or Users; and
 - (b) ensure that your employees and Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of the Broadband Service by BT;
- 9.1.3 ensure that the LAN protocols and applications you use are compatible with the Broadband Service;
- 9.1.4 subject to Paragraph 2.3, the Broadband Service and Software is provided solely for your own use and you will not resell or attempt to resell either (or any part or facility of it) to anyone else;
- 9.1.5 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Equipment at the Site;
- 9.1.6 prepare and maintain the Site for the installation of Equipment and supply of the Broadband Service, including, without limitation:
 - (a) provide a suitable and safe operational environment for any 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 Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
 - (c) provide a secure, continuous power supply at the Site for the operation and maintenance of the Broadband Service and Equipment at such points and with such connections as BT specifies. In order to mitigate any Broadband Service interruption resulting from failure in the principal power supply, you will provide back-up power which complies with applicable British standards; and
 - (d) provide internal cabling between the BT Equipment, Loaned Equipment and any Customer Equipment, as appropriate;
- 9.1.7 ensure that you implement adequate internal security policies to stop unlawful access to or use of Wi-Fi Access;
- 9.1.8 in respect of Equipment you are installing, you will install and connect it in accordance with any instructions BT provides.

9.2 Service Operation

On and from the Service Start Date, you will:

- 9.2.1 monitor and maintain any Customer Equipment connected to the Broadband Service or used in connection with a Broadband Service;
- 9.2.2 ensure that any Customer Equipment that is connected to the Broadband Service or that you use, directly or indirectly, in relation to the Broadband 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;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Broadband Service and will not harm or damage BT Equipment, Loaned 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;
- 9.2.3 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not comply with any relevant instructions, standards or Applicable Law;



- 9.2.4 connect equipment to the Broadband Service only by using the Network Terminating Equipment at the Sites;
- 9.2.5 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Broadband Service;
- 9.2.6 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 9.2.7 ensure the security, confidentiality and proper use of all valid User access profiles, usernames, personal identification numbers, passwords and other systems administration information used in connection with the Broadband Service and:
 - (a) inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (b) take all reasonable steps to prevent unauthorised access to the Broadband Service; and
 - (c) satisfy BT's security checks if a password is lost or forgotten;
- 9.2.8 if BT requests you to do so in order to ensure the security or integrity of the Broadband Service, change any or all passwords or other systems administration information used in connection with the Broadband Service;
- 9.2.9 not use the Broadband Service to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive and will not be used in any way BT considers to be or likely to be detrimental to the provision of the Broadband Service to you or service to any of BT's other customers;
- 9.2.10 access the Broadband Service in the way permitted by BT;
- 9.2.11 not attempt to circumvent any security measures in the Broadband Service;
- 9.2.12 only use Hybrid Backup if your Broadband Service fails or in the Next Day Connection period;
- 9.2.13 only use the Hybrid Connect Device and the SIM Cards provided together and not with any other devices or SIM Cards;
- 9.2.14 use only a single Cloud Voice Express Licence with one Fibre Basic or Fibre Enhanced;
- 9.2.15 only use Fibre Basic to support approved devices and applications that use little data, such as an alarm line, a lift line, or an electronic point of sale (EPOS) system. If you do not use Fibre Basic for this purpose, including if you use it as a broadband connection for Internet browsing, BT will not be liable for the performance of your devices and applications; and
- 9.2.16 use only a single VoIP or Cloud Voice Express Licence if estimated normally available download speed range of your Broadband Essential or Broadband Enhanced is between 2.5Mb/s and 4.5 Mb/s.

9.3 The End of the Service

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

- 9.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment and Loaned Equipment from the Sites;
- 9.3.2 disconnect any Customer Equipment from Loaned Equipment and BT Equipment located at the Sites;
- 9.3.3 not dispose of or use BT Equipment or Loaned Equipment other than in accordance with BT's written instructions or authorisation;
- 9.3.4 arrange for any BT Equipment or Loaned Equipment located at the Sites to be returned to BT; and
- 9.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment or Loaned Equipment.

10 Notification of Incidents

- 10.1 Where you become aware of an Incident:
 - 10.1.1 you will report it to the Service Desk;
 - 10.1.2 BT will give you a Ticket;
 - 10.1.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
 - (a) you confirm that the Incident is cleared within 24 hours of being informed; or
 - (b) BT has attempted unsuccessfully to contact you in relation to the Incident and you have not responded within 24 hours.
- 10.2 If you inform BT that the Incident is not cleared within 24 hours of BT closing the Ticket, the Ticket will be re-opened, and BT will continue to work to resolve the Incident.
- 10.3 Where BT becomes aware of an Incident, Paragraph 10.1.2 and 10.1.3 will apply.

11 Invoicing and Charges

- 11.1 BT will invoice you for the Charges for the Broadband Service as set out in Paragraph 11.2 in the amounts and currency specified in any Orders.
- 11.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
 - 11.2.1 an Activation Fee, on or after the Start Date;



- 11.2.2 Installation Charges, on or after the Service Start Date (or monthly/quarterly in arrears (depending on your billing frequency) prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
- 11.2.3 Recurring Charges, monthly/quarterly in advance (depending on your billing frequency). For any period where Broadband Service is provided for less than one month, the Recurring Charges are calculated on a daily basis;
- 11.2.4 any Charges for any Purchased Equipment from the Service Start Date, and those Charges which will apply from the date you take delivery or possession of that Purchased Equipment;
- 11.2.5 De-installation Charges within 60 days of de-installation of the Broadband Service; and
- 11.2.6 any Termination Charges incurred in accordance with Paragraph 12 upon termination of the relevant Broadband Service.
- 11.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
 - 11.3.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - 11.3.2 Charges for commissioning the Broadband Service as set out in Paragraph 8.3 outside of Business Hours;
 - 11.3.3 Charges for restoring Broadband Service if the Broadband Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
 - 11.3.4 Charges for cancelling the Broadband Service in accordance with Clause 16 of the General Terms as set out in Section 52, Part 6, Sub-part 3 of the BT Price List;
 - 11.3.5 Charges for expediting provision of the Broadband Service at your request after you have been informed of the Customer Committed Date; and
 - 11.3.6 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us, such as but not limited to:
 - (a) Charges for providing paper invoices as set out in Section 15, Part 12 of the BT Price List;
 - (b) late payment Charges as set out in Section 15, Part 12 of the BT Price List;
 - (c) dishonoured payments as set out in Section 15, Part 12 of the BT Price List;
 - (d) fault attendance Charges as set out in Section 52, Part 6 of the BT Price List; and
 - (e) downgrade Charges where you downgrade from one BT Business Broadband Package to another BT Business Broadband Package, change Access Line or speeds as set out in Section 52, Part 6, Sub-part 3 of the BT Price List.
- 11.4 **Abortive Visit Charge**

BT may raise an abortive visit Charge as set out in Section 15, Part 8 of the BT Price List in the following circumstances:

 - 11.4.1 if BT attends an incorrect Site address provided by you;
 - 11.4.2 if BT arrives to carry out the installation at the Site address provided by you, and either:
 - (a) you no longer want the installation completed; or
 - (b) you, having previously chosen to be present at the time of installation, are not present;
 - 11.4.3 if BT is refused entry at the Site, or no access may be gained at the appointed time agreed between you and BT;
 - 11.4.4 if BT is delayed in BT's installation activities because you fail to make equipment that BT has despatched to you for installation purposes available to BT on arrival at the Site;
 - 11.4.5 if BT finds that the location or environment provided by you for the BT Equipment, Loaned Equipment or Customer Equipment is not suitable or that work needs to be carried out before the installation may take place at that location and/or environment; or
 - 11.4.6 if you provide BT with less than 24 hours' notice of an amendment to, or cancellation of, BT's appointment or Order.
- 11.5 **Pricing packages or schemes**
 - 11.5.1 Where BT has agreed that the Broadband Service may be included within one of BT's standard pricing packages or schemes, you agree that during the period that the Broadband Service is included in the pricing package or scheme, the Charges specified in this Schedule may be amended by the terms of the pricing package or scheme.
 - 11.5.2 Upon termination of the pricing package or scheme, the Charges will revert to those specified in this Schedule.

12 Charges at the end of the Contract

- 12.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Broadband Service for convenience, regardless of whether you are in the Fixed Commitment Period, you will pay BT:
 - 12.1.1 a cease Charge as set out in Section 52, Part 6, Sub-part 3 of the BT Price List;
 - 12.1.2 all outstanding Charges for the Broadband Service;
 - 12.1.3 De-installation Charges (if applicable);
 - 12.1.4 Non-Return Fee (if applicable);



- 12.1.5 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
 - 12.1.6 any other Charges set out in the Order;
 - 12.1.7 all committed costs to a supplier incurred by BT as a result of your commitment to BT under the Contract, which BT cannot reasonably mitigate; and
 - 12.1.8 if your Fixed Commitment Period is less than 24 months, a Recurring Charge for Hybrid Backup for all remaining months of the 24-month period starting from the date when BT first provided you with Hybrid Backup.
- 12.2 Subject to Paragraph 7.5.5 and in addition to the Charges set out at Paragraph 12.1 above, if you terminate your Broadband Service during the Fixed Commitment Period, you will pay BT a Termination Charge of 65% of the Recurring Charge for the Broadband Service for all remaining months of the Fixed Commitment Period as set out in your Order from the date you first use the Broadband Service excluding any period during which you received Next Day Connection and any waived Installation Charges.
- 12.3 You will not have to pay the Charges set out in Paragraph 12.1 if you have given BT Notice to terminate the Contract for convenience during the Fixed Commitment Period because you have the right to terminate a Linked Contract as a result of a change that we have made to the Linked Contract in accordance with the terms of that contract. This Paragraph 12.3 does not apply to Bespoke Contracts.
- 12.4 If BT terminates the Contract during the Fixed Commitment Period because you do not pay what you owe under the Contract, in addition to other rights and remedies, BT may charge you the Termination Charges set out in Paragraph 12.2.

Part C – Service Care Levels and Customer Service Compensation Scheme

13 Service Care Levels

- 13.1 BT will repair a Qualifying Incident in accordance with the Service Care Level below that forms part of your BT Business Broadband Package or that you have selected and as set out in the Order:

Service Care Level	Description
Standard Care	BT will aim to repair a Qualifying Incident by midnight on the second weekday after the day you report the Incident to BT unless a specific appointment date is agreed. BT will treat a Qualifying Incident as 'reported' after 2100 on a weekday or a Saturday, or anytime on Sundays or on public or bank holidays, as if you reported the Qualifying Incident at 0800 on the next weekday or Saturday after the day you actually reported the Qualifying Incident to BT.
Prompt Care	BT will aim to repair a Qualifying Incident by midnight on the next weekday or Saturday after the day you report the Incident to BT unless a specific appointment date is agreed. BT will treat a Qualifying Incident as 'reported' after 2100 on a weekday or a Saturday, or anytime on Sundays or on public or bank holidays, as if you reported the Qualifying Incident at 0800 on the next weekday or Saturday after the day you actually reported the Qualifying Incident to BT.
Critical Care	BT will aim to repair a Qualifying Incident within seven hours on the weekday or Saturday after the day you report the Qualifying Incident to BT unless a specific appointment date is agreed. BT will treat a Qualifying Incident as 'reported' after 2100 on a weekday or a Saturday, or anytime on Sundays or on public or bank holidays, as if you reported the Qualifying Incident at 0800 on the next weekday or Saturday after the day you actually reported the Qualifying Incident to BT.

- 13.2 You may request to upgrade or downgrade your Service Care Level subject to BT confirming you are able to do so and this may incur a Charge.
- 13.3 Wi-Fi Access, Guest Wi-Fi, Hybrid Backup, Hybrid Speed Boost, Complete Wi-Fi and Complete Wi-Fi Plus are not covered by the Service Care Levels.

14 Application of the Compensation Scheme

The Compensation Scheme applies to all BT Business Broadband Packages (excluding BTNet). Further details and how to claim can be found here: <https://business.bt.com/compensation-scheme/>

15 Exceptions

- 15.1 Compensation will not be payable:
- 15.1.1 in the event that Clause 8 of the General Terms applies;
 - 15.1.2 during any trial period of the Broadband Service;
 - 15.1.3 if BT asks for access to the Site and you do not allow this (including where you fail to accept an appointment time for an engineering visit BT allocates for you within the timescales for repair, as determined by the Service Care Level you have chosen);
 - 15.1.4 if, following remote diagnostics, BT sends out a replacement BT Hub within the timescales for repair as set out in Paragraph 6.4.7 and you are not available to accept delivery of the BT Hub;
 - 15.1.5 if BT is unable to contact you despite reasonable attempts;
 - 15.1.6 if you cancel the Ticket before BT has rectified any Service Failure;



- 15.1.7 if you have your Access Line with any Communications Provider other than BT and the Service Failure is as a result of a failure of service on the Access Line you have with that other Communications Provider;
- 15.1.8 if you report an Incident and BT cannot confirm that an Incident exists after performing tests;
- 15.1.9 if you asked BT to test the Broadband Service at a time when no Incident has been detected and/or reported; or
- 15.1.10 if the Service Failure is as a result of:
 - (a) a loss of service of another service provided by BT and you have requested service credits under the contract for that service;
 - (b) the Broadband Service being modified or altered in any way by you, or BT in accordance with your instructions; or
 - (c) Planned Maintenance.

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):

"4G" means long term evolutions (LTE) and is used for both voice and data services. You may use 4G services when you are in range of a 4G base station.

"Access Line" means a Circuit connecting a Site to the BT Network.

"Activation Fee" means those Charges set out in the Order in relation to the connection and activation of the Access Line.

"Add-On" means an additional service which is not part of your BT Business Broadband Package and which is either provided with no minimum period of service, or has a minimum period of service of 30 days or less (including add-ons with a 30 day or less notice period that renew automatically).

"Annual Price Increase" has the meaning given to it in Paragraph 7.2.1.

"Bespoke Contract" means a Contract which you had the opportunity to influence the commercial structure of, before entering into it with BT.

"Broadband Network Security" means together the Content Control and BT Web Protect security products.

"Broadband Service" has the meaning given in Paragraph 1.1.

"BT Business App" means an application that allows you to manage your BT account using your mobile device.

"BT Business Broadband Packages" means the business broadband packages set out in the table at Paragraph 2.1 and consisting of the Standard Service Components listed.

"BT Business Smart Hub 2" means a router supplied by BT to provide Hybrid Backup, Hybrid Speed Boost and Complete Wi-Fi.

"BT Business Smart Hub 3" means a router supplied by BT to provide Hybrid Backup, Hybrid Speed Boost and Complete Wi-Fi Plus.

"BT Hub" means a router supplied by BT that is compatible with the Broadband Service and includes the BT Business Smart Hub 2 and BT Business Smart Hub 3.

"BT Site" means each physical location of the radio access points offering Wi-Fi Access to you.

"BT Web Protect" means a capability that will warn you if you are about to visit a potentially harmful or malicious website.

"BT Wi-Fi Partner" means a third party that owns or controls a site which has BT's public Wi-Fi service installed on it. These third-party sites (or **"hotspots"**) are listed on the BT Wi-Fi Web Page.

"Bundle Product" has the meaning given to it in the Bundle Terms found at: [Bundle Terms Schedule \(bt.com\)](https://business.bt.com/terms/).

"Business Hours" means between the hours of 0800 and 1700 in a Business Day.

"Circuit" means any line, conductor, fibre optic cabling or other conduit between two terminals by which information is transmitted, and that is provided as part of the Broadband Service.

"Cloud Voice Express Licence" means the entitlement to use the Cloud Voice Express Service as set out in the BT Cloud Voice Express Schedule to the General Terms found at <https://business.bt.com/terms/> under the 'IP Communications' heading.

"Communications Provider" or **"CP"** means a person or company who provide an electronic communications network or an electronic communications service.

"Compatible Hub" means a non-BT hub that BT confirms is compatible with, and connects to, the Broadband Service and is Customer Equipment for the purposes of this Schedule.

"Complete Wi-Fi" means a service that creates a single network and extends the Wi-Fi signal from the BT Business Smart Hub 2 throughout your Site.

"Complete Wi-Fi Guarantee" means the guarantee described in Paragraph 3.2.6.

"Complete Wi-Fi Guarantee Period" means 6 months from the Service Start Date.

"Complete Wi-Fi Plus" means BT Business Complete Wi-Fi Plus which is a service that creates a single network and extends the Wi-Fi signal from the BT Business Smart Hub 3 throughout your Site.

"Complete Wi-Fi Plus Guarantee" means the guarantee described in Paragraph 2.9.6.

"Complete Wi-Fi Plus Guarantee Period" means a period of 6 months from the Service Start Date.

"Content" means applications, data, information (including emails), video, graphics, sound, music, audio visual media, photographs, software or any other material.



"Content Control" means a capability which enables you to restrict or control the Content your Users will be able to access while using the Internet.

"Critical Care" has the meaning given in Paragraph 13.

"Customer Equipment" means any equipment including any Purchased Equipment and any software, other than BT Equipment or Loaned Equipment, used by you in connection with a Broadband Service.

"Customer Service Compensation Scheme" or **"Compensation Scheme"** means the compensation scheme set out in <https://business.bt.com/compensation-scheme/>

"De-installation Charges" means the charges payable by you on de-installation of the Broadband Service.

"Dependent Product" means a BT product or service that is wholly dependent on using an Access Line provided through your Broadband Service.

"Domain Name" means a readable name on an Internet page that is linked to a numeric IP Address.

"EE" means EE Limited, registration number 02382161, registered office at 1 Braham Street, London, United Kingdom, E1 8EE.

"EE 4G Network" means the electronic communications systems by which EE makes 4G services available in the United Kingdom.

"Email Address Service" means a username and a mailbox for an email account, subject to the terms set out at [BT Business Email Lite powered by Microsoft Office 365](#).

"Equipment" means together the BT Equipment, Loaned Equipment and Purchased Equipment.

"Fixed Commitment Period" means a period of 12, 24, 36 or 60 months beginning on the Service Start Date, as set out in an Order.

"Guest Wi-Fi" means a wireless data connection that enables Guest Wi-Fi Users to access the Internet at your Site without using your private network.

"Guest Wi-Fi Users" means any person that you allow to use Guest-Wi-Fi.

"Hybrid Backup" means a resilient service that in the event any element of your Broadband Service fails (other than Hybrid Connect), will enable you to automatically connect to the EE 4G network.

"Hybrid Connect Device" means a device that is plugged into your BT Business Smart Hub 2 or BT Business Smart Hub 3 and that will provide you with Hybrid Backup and/or Hybrid Speed Boost.

"Hybrid Speed Boost" means an Add-On service which may enable you to receive faster upload and/or download speeds above that provided by your Broadband Service alone, using access to the EE 4G Network provided by the Hybrid Connect Device.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Broadband Service or particular element of the Service.

"Installation Charges" means those Charges in relation to installation of the Broadband Service or any Purchased Equipment, Customer Equipment or BT Equipment and as set out in Section 52, Part 6, Sub-part 10 of the BT Price List.

"Internet" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

"Internet Protocol" or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

"Internet Registration Authority" means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

"IP Address" means a unique number on the Internet of a network card or controller that identifies a Device and is visible by all other Devices on the Internet.

"Linked Contract" means another contract with BT that is linked to this Contract in a way defined as a bundle in Ofcom's General Conditions of Entitlement effective from 17th June 2022.

"Loaned Equipment" means the BT Hub, Hybrid Connect Device, Wi-Fi Disc(s) and/or Wi-Fi Plus Device(s) that BT loans to you as part of the Broadband Service and as set out in your Order.

"Local Area Network" or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services). **"Minimum Guaranteed Download Speed"** means the minimum guaranteed download speed for a particular Access Line provided to you when you order the Broadband Service as further described at www.bt.com/mybroadbandspeed.

"Network Terminating Equipment" means the BT Equipment used to provide the Broadband 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" means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line and may also be known as an **Optical Network Termination** or **ONT**.

"Next Day Connection" has the meaning given to it in Paragraph 2.7.4.

"Non-Return Fee" has the meaning given to it in Paragraph 6.3.5.

"Order" means the email confirmation that BT sends to you when order your Broadband Service or any other document that BT gives to you when you order the Broadband Service.

"Planned Maintenance" means any Maintenance BT has planned to do in advance.

"Prompt Care" has the meaning given in Paragraph 13.

"Qualifying Incident" means an Incident, except where any of the following events have occurred:

- (a) the Broadband Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or



(e) you requested BT to test the Broadband Service at a time when no Incident has been detected or reported.

"Recurring Charges" means the Charges for the Broadband Service or applicable part of the Broadband Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order or the BT Price List.

"Service Care Level" means the repair options set out in Paragraph 13.

"Service Desk" means the helpdesk (which may be an online portal) that you are able to contact to submit service requests, report Incidents and ask questions about the Broadband Service.

"Service Failure" means the total loss of Internet access due to a fault in any part of BT's broadband network up to and including the main telephone socket in your property or up to and including the BT Hub if provided by BT.

"Service Management Boundary" has the meaning given in Paragraph 4.1.

"Service Options" has the meaning given in Paragraph 3.1.

"Service Start Date" means the date BT first makes the Broadband Service or Hybrid Backup available to you, whichever is earlier.

"SIM Card" means a card that is inserted into a device (such as a cell phone) and that is used to identify a subscriber on a communications network and to store data such as phone numbers or contact information.

"Site" means a location at which the Broadband Service is provided.

"Standard Care" has the meaning given in Paragraph 13.

"Standard Service Components" has the meaning given in Paragraph 2.1.

"Ticket" means a unique reference number for an Incident and may also be known as a **"fault reference number"**.

"TMA" means Traffic Management Act 2004.

"Uniform Resource Locator" or **"URL"** means a character string that points to a resource on an intranet or the Internet.

"WEEE" means waste electrical and electronic equipment.

"WEEE Directive" means the Waste Electrical and Electronic Equipment Directive 2012.

"Wi-Fi" means the local area wireless technology that allows compatible equipment to connect to a local network to enable access to the Internet.

"Wi-Fi Access" means a wireless data service (which may also be known as BT Wi-Fi, BT FON or EE Wi-Fi) which BT provides to you and that uses radio frequency to access a BT Site.

"Wi-Fi Disc" means a device that is connected to your BT Business Smart Hub 2 and that will provide you with Complete Wi-Fi.

"Wi-Fi Plus Device" means Complete Wi-Fi Plus device that is connected to your BT Business Smart Hub 3 and that will provide you with Complete Wi-Fi Plus.

"Wi-Fi Web Page" means <https://ee-wifi.ee.co.uk> or such other URL as BT may advise from time to time.

"Wi-Fi Security Controls" means policy enforcement services such as content controls, internet access controls and protection against accessing harmful sites.