

**FIXED SERVICE SCHEDULE
BUSINESS BROADBAND (PACKAGED) SERVICE**

The following additional terms and conditions apply to the provision of the Business Broadband (Packaged) Service.

1 DEFINITIONS

In this Service Schedule, in addition to those terms defined in the General Conditions and the Fixed Terms, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
“Business Broadband Packaged Service”	has the meaning set out in paragraph 3;
“Failure of the Business Broadband (Packaged) Service”	means the continuous total loss of the ability to use the Business Broadband (Packaged) Service;
“Fast Fix”	means the fault response option described in this Service Schedule that is available for the Business Broadband (Packaged) Service, for an additional charge. For the avoidance of doubt, this option will be different depending on the Business Broadband (Packaged) Service package provided;
“O2 Broadband Equipment”	means the O2 Equipment provided for each Business Broadband (Packaged) Service, which includes a 4 port wireless router, cable and filter(s), the set up CD and/or any other equipment, comprising of inter alia software and hardware; and
“PSTN”	means a public switched telephone network being the international telephone system based on copper wires, which carries analogue voice data.

2 FIXED SERVICE

The Business Broadband (Packaged) Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

3 BUSINESS BROADBAND (PACKAGED) SERVICE

3.1 The Business Broadband (Packaged) Service comprises:

- (a) broadband Internet connection and access;
- (b) O2 Broadband Equipment;
- (c) a static or dynamic IP address, as applicable; and
- (d) such other services as are provided by O2 to provide the Customer with high-speed data and Internet access at the level selected by the Customer.

3.2 The connection for the Business Broadband (Packaged) Service is via ADSL.

3.3 The Business Broadband (Packaged) Service is offered with a choice of the following three packages:

Name	Upload speed (up to)	Download speed (up to)
Home Office	1.3MB	20MB
Office 10	2.5MB	20MB
Access	0.44MB	8MB

3.4 The Business Broadband (Packaged) Service is provisioned with a dynamic IP address unless a static IP address is requested by the Customer and available to the Customer.

3.5 For the avoidance of doubt, the Business Broadband (Packaged) Service does not include the provision of the PSTN line on which the Business Broadband (Packaged) Service is provided.

4 PROVISION OF THE BUSINESS BROADBAND (PACKAGED) SERVICE

4.1 To obtain the Business Broadband (Packaged) Service, the Customer must have:

- (a) either:
 - (i) an operational PSTN line that is connected directly to the BT network; or
 - (ii) an operational Landline Service;
- (b) a clear and operational landline number and Site address for each line on which the Business Broadband (Packaged) Service is to be provided;
- (c) the Migration Authorisation Code (“**MAC**”) key if another telecommunications service provider is already providing the Customer with a broadband service on a line on which the Business Broadband (Packaged) Service is to be provided;
- (d) a delivery address for the O2 Broadband Equipment; and
- (e) a computer with a minimum specification (Windows XP or Windows Vista) as specified on www.o2.co.uk/businessbroadbandhelp

4.2 The Business Broadband (Packaged) Service is not available on ISDN 2 or ISDN 30.

4.3 The Customer warrants that:

- (a) its business is operated from each Site where the Business Broadband (Packaged) Service is to be provided; and
- (b) it is the landline account holder for each line on which the Business Broadband (Packaged) Service is to be provided or has the permission of the landline account holder to contract the Business Broadband (Packaged) Service.

4.4 The Business Broadband (Packaged) Service shall be provided by way of self-installation which involves the supply and delivery by O2 of the O2 Broadband Equipment to the Customer to enable the Customer to perform the installation independently, in accordance with the guidelines issued by O2.

4.5 During the provisioning and installation of a Business Broadband (Packaged) Service, the Customer may experience a temporary loss of its analogue direct exchange line service and O2 shall not be held liable for any losses or damages howsoever arising during such period.

4.6 In the event that the Customer has any type of alarm system on any line on which the Business Broadband (Packaged) Service is to be provided, the Customer shall have sole responsibility for

ensuring a technician call-out from the monitored alarm company (or other third party company) is arranged prior to the provision of the Business Broadband (Packaged) Service. O2 will act on the instructions of the Customer to provision the Business Broadband (Packaged) Service regardless of whether or not the Customer has pre-arranged an alarm technician call out. O2 makes no assurances as to the quality of service of the monitored alarm service through use of the O2 Broadband Equipment.

- 4.7 If the Customer changes its landline provider, or a landline is disconnected or suspended for any reason, the Customer may not be able to continue receiving the Business Broadband (Packaged) Service on that line. O2 will not be liable for any failure to provide the Business Broadband (Packaged) Service and may terminate the Business Broadband (Packaged) Service. O2 may charge a reconnection Charge if O2 agrees to recommence the Business Broadband (Packaged) Service to a Site where the landline was disconnected or suspended.
- 4.8 The actual speed of the Business Broadband (Packaged) Service will depend on line conditions (for example, the distance of the Site where the Business Broadband (Packaged) Service is provided from the relevant exchange, the quality of the copper line, the quality of the wiring within the Site, and environmental line noise will all impact on actual speeds) and O2 cannot guarantee that the connection will reach any specific speeds.
- 4.9 O2 will provide the Business Broadband (Packaged) Service in accordance with the traffic management policy that is available on o2.co.uk/businessbroadbandhelp.

5 SERVICE COMMENCEMENT DATE

The Service Commencement Date for the Business Broadband (Packaged) Service will be the date that O2 notifies the Customer that the Business Broadband (Packaged) Service is ready for use at a Site, provided that the Customer has received the O2 Broadband Equipment.

6 O2 BROADBAND EQUIPMENT

- 6.1 O2 may require the Customer to install software provided as part of the O2 Broadband Equipment to use the Business Broadband (Packaged) Service. O2 may not be able to resolve issues with the Business Broadband (Packaged) Service if the software isn't installed and O2 will not be liable for the failure to provide the Business Broadband (Packaged) Service in this circumstance.
- 6.2 The Customer must ensure that any O2 Broadband Equipment connected to or used with the Business Broadband (Packaged) Service is connected and used in accordance with all applicable instructions, safety and security procedures provided by O2.
- 6.3 The Customer will notify O2 immediately if the O2 Broadband Equipment is faulty.
- 6.4 O2 will repair or replace any faulty O2 Broadband Equipment at O2's cost, provided the fault is not due to the Customer's abuse, negligence or breach of this Agreement. If the fault is caused by the Customer's abuse, negligence or breach of this Agreement:
- (a) O2 may charge the Customer the reasonable costs of any repair or replacement; and
 - (b) the Customer will remain liable to pay Charges incurred during the period in which the O2 Broadband Equipment is not operational.
- 6.5 If the Customer or any Third Party (with or without the Customer's knowledge) damages the O2 Broadband Equipment, or uses it for a purpose or in a context, other than in accordance with O2's or the manufacturer's instructions and advice or the terms of this Agreement, O2 shall be entitled to charge the Customer for the repair or replacement of the O2 Broadband Equipment.
- 6.6 Upon termination of any Business Broadband (Packaged) Service, the Customer shall return the O2 Broadband Equipment to O2 within 30 days of the termination date. In the event that the O2

Broadband Equipment is not received by O2 within 30 days of the termination of the Business Broadband (Packaged) Service, the Customer will pay £50 per item of O2 Broadband Equipment.

7 IP ADDRESS

- 7.1 Where O2 provides a static IP address with the Business Broadband Service, the IP address cannot be chosen by the Customer but will be allocated by O2.
- 7.2 Where O2 provides a static IP address to the Customer, that static IP address will revert to O2, O2's supplier or will be re-assigned by O2 to another customer on disconnection or termination of the Business Broadband (Packaged) Service.

8 SWITCHING BUSINESS BROADBAND (PACKAGED) SERVICE

- 8.1 The Customer may notify O2 that it would like to switch the Business Broadband (Packaged) Service to another Business Broadband (Packaged) Service package offered by O2, provided that Business Broadband (Packaged) Service is not switched more than once every six months.
- 8.2 O2 will notify the Customer of the Target Delivery Date for any requested change to a Business Broadband (Packaged) Service in accordance with paragraph 8.1 and the Customer will be charged for the new Business Broadband (Packaged) Service from the date that such Business Broadband (Packaged) Service is active.

9 CHANGING SITES

- 9.1 The Customer may change the Site to which the Business Broadband (Packaged) Service is provided for a Charge if:
- (a) the Business Broadband (Packaged) Service is available at the new location; and
 - (b) the Customer notifies O2 on the proposed change in Site at least 10 Working Days before the expected moving date.
- 9.2 Where the Customer changes Site to which the Business Broadband (Packaged) Service is provided in accordance with paragraph 9.1 of this Service Schedule, there will be a temporary loss of the Business Broadband (Packaged) Service between disconnection of the Site and reconnection at the new Site. O2 will not refund the Customer for the temporary loss of the Business Broadband (Packaged) Service.

10 CUSTOMER OBLIGATIONS

- 10.1 The Customer shall and shall procure that Users (or anyone having access to the Business Broadband (Packaged) Service):
- (a) keep the security information provided by O2 confidential and secure. The Customer will notify O2 if it becomes aware of any unauthorised disclosure of security information;
 - (b) provide sufficient socket outlets as required in a safe condition without damage, at convenient and easily accessible points. Where the use of an extension lead is unavoidable, the extension plug will have a correctly-rated fuse for the equipment to be used, have capacity to prevent overloading and the lead should be positioned carefully to prevent any risk of damage to the cable or present a tripping hazard. A multi-way adaptor should not be used; and
 - (c) back up and protect any data on the Customer's IT systems.
- 10.2 O2 will not be liable if a Third Party:

- (a) gains access to the Customer's Business Broadband (Packaged) Service, the Customer's computer or other related equipment; or
- (b) gains access to, destroys or distorts any data or information held by the Customer or about the Customer held by O2.

11 FAULT RESPONSE

11.1 For the Home Office and Office 10 packages for the Business Broadband (Packaged) Service:

- (a) the default fault response option is Level 2;
- (b) the Level 3 fault response option is not available;
- (c) the Level 4 fault response option is available as part of the Fast Fix fault response option. The Level 4 response option is not available without the additional features of the Fast Fix option; and
- (d) Expedite Repair is not available.

11.2 For the Access package for the Business Broadband (Packaged) Service, the fault response options set out in the Fixed Terms will not apply. O2 shall provide the standard fault response or Fast Fix for the Access package in accordance with paragraph 13 of this Service Schedule.

11.3 For the avoidance of doubt, there will be no fault with the Business Broadband (Packaged) Service where the Customer is unable to use the Business Broadband (Packaged) Service as a result of a fault, suspension or disconnection on any line on which the Business Broadband (Packaged) Service is being provided.

12 SUSPENSION AND TERMINATION

12.1 In the event that O2 sends the Customer an email confirming a Target Delivery Date, but the Business Broadband (Packaged) Service is not connected within one month of the confirmed Target Delivery Date (other than as a result of the Customer's own act or omission), the Customer may terminate the relevant Business Broadband (Packaged) Service by providing O2 with written notice. O2 will refund any Charges paid by the Customer in respect of the cancelled order.

12.2 For the avoidance of doubt, a request for a MAC key is not deemed to be notice of termination. However, if the MAC key is used by another broadband provider and the Customer does not provide notice of termination in accordance with the provisions set out in the General Conditions:

- (a) the Customer will be deemed to have provided notice of termination of the Business Broadband (Packaged) Service on the date that the MAC key was used in accordance with clause 14.1 of the General Conditions with the exception that the 30 days' notice set out in clause 14.1 may not apply; and
- (b) O2 will terminate the Business Broadband (Packaged) Service in accordance with the standard industry practices.

12.3 In the event that a Business Broadband (Packaged) Service is suspended or terminated, O2 may charge a reactivation Charge, as set out in the Commercial Schedule, if O2 agrees to recommence that Business Broadband (Packaged) Service.

13 SERVICE LEVELS – TARGETS

Orders

- 13.1 O2 will aim to accept or reject orders for the Business Broadband (Packaged) Service within 2 Working Days of receipt of a completed order.

Appointments

- 13.2 O2 will use reasonable endeavours to keep all repair appointments in relation to the Business Broadband (Packaged) Service. O2 will give the Customer as much notice as is reasonably possible if O2 is unable to keep such an appointment and will agree a further appointment date.

Fault response – faulty router

- 13.3 Where there is a Failure of the Business Broadband (Packaged) Service due to a faulty router,
- (a) if the Customer has not elected the Fast Fix option, O2 will send a new router the next Working Day where the fault has been diagnosed before 4.00 pm. If O2 identifies the router is faulty after 4.00 pm, O2 will replace the router by the second Working Day after the fault is reported; and
 - (b) if the Customer has Fast Fix, O2 will send a new router by 10 am the next working day (Monday to Saturday) providing the fault has been diagnosed by 6pm. If O2 identifies the router is faulty after 6pm, O2 will send a new router by 10 am on the second working day (Monday to Saturday) after the fault is reported or by 12 am if that day if the second working day is a Saturday.

Fault response – Network fault

- 13.4 For the Home Office and Office 10 packages, O2 will aim to clear a Failure of the Business Broadband (Packaged) Service due to a Network fault:
- (a) if the Customer has Level 2 fault response, by the later of:
 - (i) 23.59 hours on the day (excluding Sundays, UK public and bank holidays) following the day on which the fault is treated as being reported in accordance with the Level 2 fault response; and
 - (ii) 23.59 hours on the appointment date agreed by both parties;
 - (b) if the Customer has Level 4 fault response as part of the Fast Fix package, by the later of:
 - (i) 6 hours from the fault report being received by O2; or
 - (ii) 23.59 hours on the appointment date agreed by both parties.
- 13.5 For the Access package, O2 will aim clear a Failure of the Business Broadband (Packaged) Service due to a Network fault:
- (a) if the Customer does not have Fast Fix, within 48 hours from the time that the fault is treated as being reported in accordance with the Level 2 fault response option; or
 - (b) if the Customer has Fast Fix, by the later of:
 - (i) 24 hours from the fault report being received by O2; or
 - (ii) 23.59 hours on the appointment date agreed by both parties.

- 13.6 O2 shall have cleared a Failure of the Business Broadband (Packaged) Service for the purposes of this paragraph 13 if:
- (a) the fault has been corrected by O2 and O2 has notified the Customer; or
 - (b) O2 has investigated the fault and the initial fault testing indicates that a fault is not found and O2 has notified the Customer.

Fast Fix – provision of Back Up Mobile Broadband Dongle

- 13.7 O2 will provide the Customer with a Back Up Mobile Broadband Dongle when the Customer subscribes to the Fast Fix option. If there is a Failure of the Business Broadband (Packaged) Service O2 will instruct the Customer to use the Back Up Mobile Broadband Dongle by connecting it to the PC or O2 Wireless Box IV.
- 13.8 Customers will not be charged for usage on the Back Up Mobile Broadband Dongle during a period of Failure of the Business Broadband (Packaged) Service from the time of instruction in accordance with paragraph 13.7 and when the Failure of the Business Broadband (Packaged) Service has been resolved, as advised to the Customer.
- 13.9 If the Back Up Mobile Broadband Dongle is used other than when the Business Broadband (Packaged) Service is unavailable and instructed by O2, Charges will apply for such use, as set out in the Commercial Schedule.
- 13.10 The terms available at <http://www.o2.co.uk/termsandconditions/broadband> will govern the use of the Back Up Mobile Broadband Dongle and the Customer agrees to comply with these terms.

Fast Fix - Service Level - compensation

- 13.11 If O2 fails to meet its commitments set out in paragraphs 13.4(b) or 13.5(b), the Customer will be entitled to one month's line rental charge and the monthly charge for Fast Fix per affected Business Broadband (Packaged) Service. O2 will compensate the Customer proactively should it be liable to pay compensation in accordance with this paragraph 13.11. Any such payment will be credited to the Customer's invoice unless the Business Broadband (Packaged) Service has been terminated, in which case a payment will be made.