

## BUSINESS BROADBAND SERVICE

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 The following additional terms and conditions apply to the provision of the Business Broadband Service.

TERM / EXPRESSION	MEANING
“ADSL”	means Asymmetric Digital Subscriber Line;
“Annex A”	means standard ADSL;
“Annex M”	means slightly faster upload speed at the expense of a little download speed;
“Business Broadband Service”	has the meaning set out in paragraph 3;
“Broadband Equipment”	means the Hardware that may be purchased by the Customer from O2 in accordance with this Service Schedule for use in relation to the Business Broadband Service, as advised by O2 to the Customer from time to time;
“Confirmed Delivery Date”	means the date on which O2 specifies that the Business Broadband Service will be provisioned;
“Failure of the Business Broadband Service”	means the continuous total loss of the ability to use the Business Broadband Service;
“Fair Use Policy”	has the meaning set out in Appendix 2
“Fibre to the Cabinet” (“FTTC”)	the fibre-optic link to provide broadband connectivity over fibre (also known as VDSL2) to the BT cabinet as an alternative to ADSL2+ based broadband over the traditional exchange-terminated copper network;
“Managed Install”	means where a BT Engineer will visit the Customer’s premises and show a working internet connection before leaving the premises (unless a major fault is discovered);
“PSTN”	means a public switched telephone network being the international telephone system based on copper wires, which carries analogue voice and data;
“Self-Install”	means the User must plug their router into the BT socket when they are notified that the Business Broadband Service is ready to use;
“Traffic Management Policy”	has the meaning set out in Appendix 2;
“VDSL”	means Very high bit rate Digital Subscriber Line used in Fibre broadband

### 2 FIXED SERVICE

- 2.1 The Business Broadband Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

### 3 BUSINESS BROADBAND SERVICE

- 3.1 The Business Broadband Service comprises:
- broadband Internet connection and access;
  - a dynamic IP address, or a single static IP address if requested (multiple static IP addresses are available at an additional charge); and
  - 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 Service is a “wires only” solution offered via ADSL, ADSL2+ or FTTC.
- 3.3 The Business Broadband Service is offered with a choice of the following six packages:

Name	Upload speed (up to)	Download speed (up to)
Home Worker	ADSL2+ annex A	ADSL2+ annex A
Branch Office	ADSL2+ annex A (or M where available)	ADSL2+ annex A (or M where available)
National Access	ADSL	ADSL
Fibre Start	2Mb	40Mb
Fibre Worker	10Mb	40Mb
Fibre Branch	20Mb	80Mb

**Notes:**

- a) Actual speeds achieved will vary and may be dependent on many factors including distance from the exchange.
  - b) Where a Customer location is in an Ofcom defined regulated pricing area, higher regional price will apply as detailed within the Commercial Schedule.
  - c) Annex M is only supplied where available and practical, if it is not Annex A is supplied.
  - d) The following policies apply (i) Fair Use Policy (ii) Traffic Management Policy and (iii) Acceptable Use Policy. See Appendix 2 for details.
- 3.4 For the avoidance of doubt, the Business Broadband Service does not include the provision of the PSTN line on which the Business Broadband Service is provided.
- 3.5 In order to access the Internet using the Business Broadband Service, Customer Equipment such as a DSL router is required. The Customer has the option to purchase Broadband Equipment in accordance with this Service Schedule.
- 3.6 Connection options are as follows:
- 3.6.1 Copper ADSL / ADSL2+ broadband. The only connection option available is Self-Install.
  - 3.6.2 Fibre broadband. 2 options are available (i) Self-Install or (ii) Managed Install. A higher connection fee applies for a Managed Install.
- 3.7 A connection fee is payable for connection to the Business Broadband Service.
- 3.8 Only Broadband Equipment purchased from O2 will be supported by O2's fixed line support team.

**4 PROVISION OF THE BUSINESS BROADBAND SERVICE**

- 4.1 To obtain the Business Broadband 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 Service is to be provided.
- 4.2 The Business Broadband 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 Service is to be provided; and

- b) it is the landline account holder for each line on which the Business Broadband Service is to be provided or has the permission of the landline account holder to contract the Business Broadband Service.
- 4.4 During the provisioning and installation of the Business Broadband 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.
- 4.5 In the event that the Customer has any type of alarm system on any line on which the Business Broadband 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 Service. O2 will act on the instructions of the Customer to provision the Business Broadband Service regardless of whether or not the Customer has pre-arranged an alarm technician call out.
- 4.6 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 Service on that line. O2 will not be liable for any failure to provide the Business Broadband Service and may terminate the Business Broadband Service. O2 may charge a reconnection Charge if O2 agrees to recommence the Business Broadband Service to a Site where the landline was disconnected or suspended.
- 4.7 The actual speed of the Business Broadband Service will depend on line conditions (for example, the distance of the Site where the Business Broadband 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.
- 4.8 O2 will provide the Business Broadband Service in accordance with the Fair Use Policy, the Traffic Management Policy and the Acceptable Use Policy that is available at Appendix 2 of this Service Schedule.

## **5 SERVICE COMMENCEMENT DATE**

- 5.1 The Service Commencement Date for the Business Broadband Service will be the date that O2 notifies the Customer that the Business Broadband Service is ready for use at a Site.

## **6 BROADBAND EQUIPMENT**

- 6.1 O2's acceptance of an order for Broadband Equipment is subject to availability and O2 may reject any order without any liability to the Customer.
- 6.2 O2 reserves the right to add to, substitute, or to discontinue any item of Broadband Equipment at any time. O2 does not guarantee the continuing availability of any particular item of Broadband Equipment.
- 6.3 O2 will deliver the Broadband Equipment to the address notified by the Customer to O2, provided that the address is within the Territory.
- 6.4 Risk in an item of Broadband Equipment shall pass to the Customer and acceptance takes place when an item of Broadband Equipment has been delivered.
- 6.5 Notwithstanding acceptance and the passage of risk, title to an item of Broadband Equipment shall not pass to the Customer until the Customer has paid for the Charges relating to that item of Broadband Equipment in full.
- 6.6 Until title in the Broadband Equipment has passed to the Customer, the Customer undertakes not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Broadband Equipment in any way and that it shall keep such Broadband Equipment in good working order allowing for fair wear and tear during the period of use by the Customer.
- 6.7 Broadband Equipment is subject to the manufacturer's warranty.

- 6.8 If the Customer reports a fault during the manufacturer's warranty period and the fault is due to faulty design, manufacture, material or the negligence of O2 or its suppliers, O2 will replace or (at its option) repair the Broadband Equipment provided that:
- a) the Broadband Equipment has been properly kept and maintained, used in accordance with the instructions of the manufacturer, O2 or its supplier and has not been modified except with O2's written agreement;
  - b) the Broadband Equipment has not been tampered with so as to invalidate the guarantee; and
  - c) the fault is not due to damage (including lightning and electrical damage) or the actions of anyone other than O2.
- 6.9 The Broadband Equipment warranty does not cover fair wear and tear.
- 6.10 Broadband Equipment can be installed by the Customer but must be returned to O2 if it needs repair or replacement under the warranty.
- 6.11 If the Customer chooses to use their own router instead of a router supplied by O2, the Customer is responsible for ensuring the router they use complies with the current BT standards as specified in BT SIN 498 ([HTTP://www.sinet.bt.com](http://www.sinet.bt.com)).
- 6.12 If a non-compliant router is used by the Customer, O2 shall have no liability for any issues relating to the installation and/or use of the Business Broadband Service which is caused, either directly or indirectly, as a result of using a non-complaint router. If additional charges are incurred by O2, such as an engineer visit, because the Customer has chosen to use a non-compliant router, these charges will be passed on to the Customer and the Customer agrees to pay such Charges to O2.

## **7 IP ADDRESS**

- 7.1 Where O2 provides a static IP address(es) 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(es) 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 Service.
- 7.3 In exceptional circumstances, it may be necessary for O2 to assign a new static IP address(es) to the Customer. O2 shall provide reasonable notice to the Customer prior to assigning new static IP addresses. The Customer accepts that O2 shall have no responsibility or liability for assigning new static IP addresses.

## **8 SWITCHING BUSINESS BROADBAND**

- 8.1 The Customer may notify O2 that it would like to switch the Business Broadband Service to a different package and/or fault response option offered by O2 under the Business Broadband Service, provided that the Business Broadband Service is not switched more than once a month.
- 8.2 O2 will notify the Customer of the Target Delivery Date for any requested change to a Business Broadband Service in accordance with paragraph 8.1 above and the Customer will be charged for the new Business Broadband Service from the date that such Business Broadband Service is active.

## **9 CHANGING SITES**

- 9.1 The Customer may change the Site to which the Business Broadband Service is provided once per annum without Charge, any subsequent Site changes will be charged at the prevailing rate and in accordance with paragraph 9.2 below.
- 9.2 Subject to paragraph 9.1 the Customer may change the Site to which the Business Broadband Service is provided for a Charge:
- a) at the applicable rate for the new Site for the Business Broadband Service; and

b) where the Customer notifies O2 of the proposed change in Site at least 15 Working Days before the expected moving date.

9.3 Where the Customer changes the Site to which the Business Broadband Service is provided in accordance with paragraph 9.1 of this Service Schedule, there will be a temporary loss of the Business Broadband 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 Service during this time.

## 10 CUSTOMER OBLIGATIONS

10.1 The Customer shall and shall procure that Users (or anyone having access to the Business Broadband 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) do not use the Business Broadband Service to spam or send unsolicited advertising or promotional material; 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 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 The default fault response option for the Business Broadband Service is Maintenance Class 5, as set out in Appendix 1 and as may be modified by O2 from time to time.

11.2 The enhanced fault response (chargeable) option is Maintenance Class 4, as set out in Appendix 1 and as may be modified by O2 from time to time.

11.3 Both fault options apply to the Business Broadband Service only and not the PSTN line over which the service is provided.

11.4 O2 will clear a fault with the Business Broadband Service in accordance with the relevant fault response as set out in Appendix 1, provided that for any period of time that by reason of the following O2 is unable to comply with its obligations for fault repair, the clock shall be stopped and that period of time shall not be included in the calculation of the 20 or 40 clock hour period:

- a) an O2 Representative not having access to the Site at the agreed appointment time. The clock will be restarted at the next agreed appointment time where the O2 Representative is able to have access at the Site;
- b) the Customer is unavailable to respond to enquiries from O2. The clock will be restarted when O2 receives the required response to the enquiries from the Customer; and
- c) where there is an action caused by the Customer or the Third Party that directly causes O2 to be unable to comply with such obligations. The clock will be restarted when such an action is rectified.

11.5 For the avoidance of doubt, there will be no fault with the Business Broadband Service where the Customer is unable to use the Business Broadband Service as a result of a fault, suspension or disconnection on any PSTN line on which the Business Broadband Service is being provided or any fault in the CPE used to access the Business Broadband Service.

## 12 TERMINATION

12.1 In the event that O2 sends the Customer an email with a Confirmed Delivery Date, but the Business Broadband Service is not connected within one month of the Confirmed Delivery Date (other than as a result of the Customer's own act or omission or because O2 has waited in excess of 30 days for

additional capacity at the local cabinet / exchange), the Customer may terminate the relevant Business Broadband Service by providing O2 with written notice. O2 will refund any Charges paid by the Customer in respect of the cancelled order.

- 12.2 In the event that a Business Broadband Service is suspended or terminated, O2 may charge a reactivation Charge, as set out at the O2 Price List (available upon request), if O2 agrees to recommence that Business Broadband Service.
- 12.3 The Customer may terminate an order for the Broadband Service up to the point it is accepted by O2 without paying Termination Fees. Thereafter, if the Customer terminates the order, Termination Fees will become due and payable by the Customer.

### **13 SERVICE LEVELS – TARGETS**

#### **Orders**

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

#### **Provision orders**

- 13.2 O2 will have all provision orders completed and available to use by midnight on the Confirmed Delivery Date or on a later date agreed by both parties.

#### **Appointments**

- 13.3 O2 will use reasonable endeavours to keep all repair appointments in relation to the Business Broadband 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.

### **14 SERVICE LEVELS - COMPENSATION**

#### **Orders**

- 14.1 If O2 fails to meet its commitments set out in paragraph 13.2 of this Service Schedule, subject to any limitations set out in this Agreement, the Customer shall be entitled to a one off payment of an amount equal to 10% of the connection Charge (as set out on the O2 Price List, available upon request) per affected Business Broadband Service.

#### **Fault Response**

- 14.2 If O2 fails to meet its commitments set out in paragraph 11 of this Service Schedule, then subject to any limitation set out in this Agreement, the Customer shall be entitled to claim the following one off payment amounts:
- a) for the default fault response option set out in paragraph 11.1: 7.5% of the monthly Rental Charge per affected Business Broadband Service.
  - b) for the enhanced fault response option set out in paragraph 11.2: 15% of the monthly Rental Charge per affected Business Broadband Service.

#### **Compensation Payments**

- 14.3 Any such payment will be credited to the Customer's invoice unless the Business Broadband Service has been terminated, in which case a payment will be made.

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## APPENDIX 1: FAULT RESPONSE OPTIONS

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### Maintenance Class 5

Fault Reporting	Fault Response
For the reporting of faults, Maintenance Class 5 operates 24 hours a day, seven days a week (including UK Public and Bank Holidays).	O2 will clear the fault within 40 clock hours of receipt of the fault report. If an engineering visit by O2 to a Site is required, then O2 will respond during normal Working Hours.

### Maintenance Class 4

Fault Reporting	Fault Response
For the reporting of faults, Maintenance Class 4 operates 24 hours a day, seven days a week (including UK Public and Bank Holidays).	O2 will respond to a fault within 3 clock hours of receipt of the fault report and will clear the fault within 20 clock hours of receipt of the fault report. If an engineering visit by O2 to a Site is required, O2 will respond during the following hours: 0800-1800 Monday to Sunday (including UK regional Public and Bank Holidays) but for FTTC, Saturdays and Sundays will be subject to availability and not guaranteed.

## APPENDIX 2: FAIR USE POLICY, TRAFFIC MANAGEMENT POLICY AND ACCEPTABLE USE POLICY

### Traffic Management Policy

O2's Business Broadband Traffic Management Policy is designed to provide the best possible service to its customers. Excessive usage by customers on certain applications like peer to peer services and newsgroups can significantly impact the quality of service for other users.

When the network is congested, O2 will give priority to the activities that the majority of customers want to access, for example, emailing, looking at websites or using programs.

O2 will give lower priority to other traffic like peer to peer programs and newsgroup services. Customers may notice these services running slower if the network gets congested. O2 do this because some customers use them to download large files (like films and TV shows) all day long which impacts other users.

O2 won't limit actual connection speeds - only the speed of peer to peer programs, newsgroups and similar applications.

### Fair Use Policy

O2 has a clear Fair Usage Policy. The usage volumes that would be considered excessive are set out in the table below. These usage amounts are provided as a guide only. They are not intended to act as hard usage stops. Occasional usage in excess of the volumes below is permitted provided such overuse is not prolonged, regular or affecting the use of the Services by other customers.

	Home Worker	Branch Office	National Access	Fibre Start	Fibre Worker	Fibre Branch
Fair usage allowance Standard product*	150GB / Month	300GB / Month	100GB / Month	150GB/Month	300GB/Month	300GB/Month
Fair usage allowance Regional product*	75GB / Month	150GB / Month	50GB / Month	75GB / Month	150GB / Month	150GB / Month

\*Please see 3.3b) of this Service Schedule

If the Fair Use Policy, is in O2's reasonable opinion, has been breached, O2 may send a written warning (normally by email or post) requesting Users to modify their usage of the Business Broadband Service.

If the Fair Usage Policy continues to be breached following the written warning, O2 reserves the right to slow the connection to the Business Broadband Service to restrict data volumes.

In extreme circumstances, where User(s) persistently fail to observe the Fair Usage Policy, despite O2's written warnings, O2 may terminate or suspend access to the Business Broadband Service.

O2 reserves the right to impose a reasonable charge for usage in excess of the Fair Usage Policy. O2 will provide prior written notice of any charge to be imposed.



## **Acceptable Use Policy**

The Customer must ensure that their use of the Business Broadband Service complies with this Acceptable Use Policy. If the Customer breaches this policy, O2 may, at their absolute discretion:

- (a) give the Customer notice to stop or moderate the unacceptable use(s); or
- (b) terminate or suspend the Business Broadband Service, with or without notice to the Customer, as O2 considers appropriate in the circumstances.

If there is any inconsistency between this policy, the General Conditions, the Fixed Terms or this Service Schedule in relation to acceptable use, this policy will prevail.

### **1. Unacceptable use of the Business Broadband Service**

The Customer must not use, or allow others to use the Business Broadband Service for:

- (a) unlawful, fraudulent, criminal or otherwise illegal activities;
- (b) sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
- (c) sending marketing communications except in accordance with the Privacy and Electronic Communications Regulations 2003;
- (d) knowingly or negligently creating, transmitting, storing, publishing or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, Trojans or any other similar software or program) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by O2 or any other Internet user or person;
- (e) activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
- (f) activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;
- (g) anything that may disrupt or interfere with our network or Services or cause a host or the network to crash;
- (h) launching 'denial of service' attacks; 'mailbombing' attacks; or 'flooding' attacks against a host or network;
- (i) granting access to the Services to others not located at the premises at which the Services are connected, or, in any way reselling or re-providing the Services to third parties except as agreed with O2; or
- (k) circumventing the user authentication or security process of a host or network.

### **2. What about security?**

The Customer is responsible for ensuring that security information remains confidential, so that the network cannot be used by any unauthorised person.

The security information includes, but is not limited to, information controlling access to:

- (a) any equipment, computer hardware systems or networks;

(b) any computer software or applications; or

(c) any other services accessed by the Customer in the use of either of the above.

The Customer shall not disclose any security information to any third party, or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which the Customer does not have access rights.

The Customer shall ensure that it takes all reasonable steps necessary to prevent a third party obtaining access to the network.

The Customer is responsible for determining whether any of the content accessed via the Business Broadband Service is appropriate or not.

Any downloads made by the Customer (or any of their employees or end users) will count towards the allowances set out in the Fair Use Policy above.

The Customer is responsible for all use of the Business Broadband Service and for any breach of this policy whether unacceptable use occurs or is attempted, whether the Customer knew or should have known about it, whether or not the Customer carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission.

The Customer agrees that O2 are not responsible and shall have no liability for any activities of the Customer or any of their employees or end users in using the network.