

FIXED SERVICE SCHEDULE – LANDLINE SERVICE

The following additional terms and conditions apply to the provision of the Landline 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
“Another Service Provider”	means a provider of telecommunications services, other than O2 within the United Kingdom;
“Calls Service”	means the outbound calling service that allows customers to make direct dial voice calls to numbers in both the UK and overseas, including calls to geographic numbers, mobile numbers, non-geographic numbers, premium rate numbers, international direct dial numbers, the emergency services and the operator. This service does not support other types of communication, including, but not limited to, transfers of GSM data, wifi data, SMS, MMS and GPRS;
“Failure of the Landline Service”	means the continuous total loss of the ability to use the Landline Service;
“Landline Bolt Ons”	means such other services as may be provided by O2 on the Landline Service, including but not limited to call management services;
“Landline Service”	means the service described in clause 3 of this Service Schedule;
“Multi-line Landline”	means a multi-line analogue installation that terminates on a line box or a NTTP (network telephony terminating point). It comprises of a main line and up to 199 auxiliary lines with a single number;
“Single Landline”	means a single analogue line that terminates on a line box or a NTTP (network telephony terminating point).

2 FIXED SERVICE

The Landline Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

3 LANDLINE SERVICE

3.1 The Landline Service consists of the provision of:

- a) a Single Landline or a Multi Line Landline; and
- b) the Calls Service.

The Customer shall not have a carrier pre-select service with Another Service Provider in conjunction with the Landline Service. The Landline Service will not be available to the Customer where the Customer has an existing carrier pre-select service.

4 CALL CHARGES

4.1 Unless otherwise stated in the Commercial Schedule or on the O2 Website, the following apply to calls made using the Calls Service:

- a) call prices are quoted by the minute and are priced based on duration, destination and time of day;
- b) the duration of each call shall be measured to the nearest hundredth of a second, i.e. Hr: Min: Sec: 1/100Sec (00:05:32.23);
- c) the cost of an individual call is rounded down to the nearest deci-pence (i.e. 0.1p or £0.001), with the final bill total rounded to the nearest penny;
- d) each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer’s invoice;

- e) peak rate call Charges apply from 07:00 to 19:00, Monday to Friday;
- f) evening rate call Charges apply from 00:00 to 07:00 and 19:00 to 23:59, Monday to Friday;
- g) weekend rate call Charges apply from 00:00 Saturday to 23:59 Sunday;
- h) calls are subject to a minimum Charge as detailed on the O2 Website.

5 LANDLINE BOLT ONS

- 5.1 The Landline Bolt Ons are set out in the Appendix 1 to this Service Schedule. Further description of these Landline Bolt Ons can be found on the O2 Website.
- 5.2 Some Landline Bolt Ons are not available in conjunction with other Landline Bolt Ons.
- 5.3 The availability of Landline Bolt Ons is dependent on the telephone exchange type which serves the User.

6 NUMBERS

- 6.1 O2 will allocate to the Customer a telephone number for the Landline Service. Unless otherwise agreed by the parties, the allocated number will be the next available number in the number range.
- 6.2 The Landline Service is provided using premium landlines. At the Customer's request, O2 will arrange for directory enquiry entries and entries in the relevant BT residential directory or relevant BT business directory for premium landline.
- 6.3 Where the Customer wants to retain its existing telephone number and such number is not connected to the Network, additional migration work may be required. The Customer will provide O2 with any information required by O2. O2 will have no responsibility for any delays (including for any liability for failure to meet Service Levels) in the commencement of the Landline Service due to delay caused by the migration of the Customer's existing telephone number.
- 6.4 O2 may suspend or terminate the Landline Service where a number allocated to the Landline Service is advertised in or on a BT phone box without BT's consent.

7 CPE

CPE can only be connected to the Network for the Landline Service using a BT main telephone socket or approved connection point.

8 FAULT RESPONSE

The default fault response option for the Landline Service is Level 2 as set out in Appendix 2 to this Service Schedule.

9 TERMINATION OF THE LANDLINE SERVICE

- 9.1 Where O2's supplier receives a valid order which relates to the line on which the Landline Service is provided from another telecommunications provider:
 - a) the Customer will be deemed to have provided notice of termination of a Landline Service in accordance with clause 14.1 of the General Conditions with the exception that the 30 days' notice set out in clause 14.1 of the General Conditions may not apply; and
 - b) O2 will terminate the Landline Service in accordance with the standard industry practices.

10 SERVICE LEVELS – TARGETS

New installation

- 10.1 O2 will aim to install new Landline Services in accordance with the target Service Levels set out below:

New Installations	Target Service Level from O2's acceptance of an order (Working Days)
Landline Service	4 – 22

- 10.2 O2 will have all new supply orders completed and available for use by midnight on the date notified to the Customer by O2 or on a later date agreed by both parties.

Transfer orders

- 10.3 O2 will have all transfer orders completed and available to use by midnight on the date notified to the Customer by O2 or on a later date agreed by both parties.

Fault Response

- 10.4 O2 will clear a Failure of the Landline Service:
- a) if the Customer has chosen the Level 2 fault response option, 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 chosen the Level 3 fault response option, by the later of:
 - i) 23.59 hours on the same day if the fault is treated as being reported in accordance with the Level 3 fault response on or before 12.59 hours; or no later than 12.59 hours on the next day if the fault is reported after 12.59 hours but within the working hours for the Level 3 fault response; and
 - ii) 23.59 hours on the appointment date agreed by both parties;
 - c) if the Customer has chosen the Level 4 fault response option, 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.

11 SERVICE LEVELS - COMPENSATION

New installation

- 11.1 Subject to clause 10.5 of this Service Schedule, if O2 fails to meet its commitments set out in clause 9.2 of this Service Schedule, then for each day or part day O2 is late in meeting such commitments, subject to any limitation set out in this Agreement, the Customer shall be entitled to an amount equal to one month's rental Charge per affected Landline Service.

Transfer orders

- 11.2 Subject to clause 10.5 of this Service Schedule, if O2 fails to meet its commitments set out in clause 9.3 of this Service Schedule, then for each day or part day O2 is late in meeting such commitments, subject to any limitation set out in this Agreement, the Customer shall be entitled to an amount equal to one month's rental Charge per affected Landline Service.

Fault response

- 11.3 Subject to clause 10.5 of this Service Schedule, if O2 fails to meet its commitments set out in clause 9.4 of this Service Schedule, then for each day or part day O2 is late in clearing a Failure of the Landline Service, subject to any limitation set out in this Agreement, the Customer shall be entitled to an amount equal to one month's rental Charge per affected Landline Service.

Compensation payments

- 11.4 O2 will compensate the Customer proactively should it be liable to pay compensation in accordance with this paragraph 10. Any such payment will be credited to the Customer's invoice unless the Landline Service has been terminated, in which case a payment will be made.

Limit on compensation

- 11.5 The maximum compensation payable under this clause 10 of this Service Schedule for any one failure shall be limited to 60 full days per affected Landline Service.

APPENDIX LANDLINE BOLT ONS

The following Landline Bolt Ons are pre-provisioned on the Landline Service

Landline Bolt Ons	Single Line	Multi Line (First Line)	Multi Line (Aux Line)
1471 and Call Return	Y	N	N
Reminder Call	Y	N	N
Ring Back	Y	N	N
Three Way Calling	Y	N	N
Withhold Number '141'	Y	Y	Y
Caller Display	Y	Y	As per first line
Selective Call Barring (O2 Controlled)	Y	Y	Y
Call Diversion (Customer Controlled)	Y	Y	As per first line
Call Minder Custom	Y	Y	As per first line
Call Sign	Y	N	N
Call Waiting	Y	N	N
Smart Divert	Y	Y	As per first line

The following Landline Bolt Ons are non-standard Landline Bolt Ons that can be provisioned on the Landline Service

Landline Bolt Ons	Single Line	Multi Line (First Line)	Multi Line (Aux Line)
Anonymous Call Rejection (ACR)	Y	Y	As per first line
Bar Use of 141 Withhold Number	Y	Y	As per first line
Bar Use of 1470 Release Number	Y	Y	As per first line
Bar Use of Call Return (1471)	Y	Y	As per first line
Call Barring (Customer Controlled)	Y	Y	As per first line
Call Barring - Indirect Access (O2 Controlled)	Y	Y	Y
Bypass number	Y	Y	N
Call Diversion (O2 Controlled)	Y	Y	As per first line
Remote Call Forwarding (O2 Controlled)	Y	Y	As per first line
Called Party Answer	Y	Y	As per first line
Choose to Refuse (CTR)	Y	N	N
Direct Connect	Y	N	N
Permanent Call Barring (per line)	Y	Y	Y
Presentation Number	Y	Y	As per first line
Reminder Call	Y	N	N
Ring Back	Y	N	N
Ring Back Inhibit	Y	N	N
Smart Divert with Bypass Number	Y	Y	As per first line
Three Way Calling	Y	N	N
Caller Redirect	Y	Y	As per first line

APPENDIX 2: FAULT RESPONSE OPTIONS

O2 shall provide fault response in accordance with such of the options set out below and as is specified as the default response option in clause 8 of this Service Schedule.

The Customer can request a faster repair service (“Expedite Repair”). Expedite Repair is a service whereby the Customer can request a quicker response/fix than the default response option on a per occasion basis. Charges will apply for Expedite Repair.

The fault response options are:

Level 2

Working hours	Fault reporting
The working hours for this fault response level are 8.00am to 6.00pm Monday–Saturday excluding UK public and bank holidays.	Faults may nevertheless be reported 24 hours a day, 7 days a week (including UK public and bank holidays). Where a fault is reported outside of the working hours for this fault response level, the fault will be treated as if it has been reported at the commencement of the next working hour for this fault response level. Work will normally only be carried out during the working hours for this fault response level.

Level 3

Working hours	Fault reporting
The working hours for this fault response level are 7.00am to 9.00pm Monday–Friday and 8.00am to 6.00pm Saturday, Sunday and UK public and bank holidays.	Faults may nevertheless be reported 24 hours a day, 7 days a week (including UK public and bank holidays). Where a fault is reported outside of the working hours for this fault response level, the fault will be treated as if it has been reported at the commencement of the next working hour for this fault response level (including public and bank holidays). Work will normally only be carried out during the working hours for this fault response level.

Level 4

The working hours for this fault response level are 24 hours a day Monday–Sunday including UK public and bank holidays.

Peak

Working hours	Fault reporting
The working hours for this fault response level are 8.00am to 5.00pm on Working Days.	Faults may nevertheless be reported 24 hours a day, 7 days a week (including public and bank holidays). Where a fault is reported outside of the working hours for this fault response level, the fault will be treated as if it has been reported at 8.00am on the next Working Day. Work will only be carried out during the working hours for this fault response level.

Peak Plus

Working hours	Fault reporting
The working hours for this fault response level are 8.00am to 5.00pm on Monday to Saturday (excluding public and bank holidays).	Faults may nevertheless be reported 24 hours a day, 7 days a week (including public and bank holidays). Where a fault is reported outside of the working hours for this fault response level, the fault will be treated as if it has been reported at 8.00am on the next day (excluding Sundays, public and bank holidays). Work will normally only be carried out during the working hours for this fault response level.

Anytime

This fault response level operates 24 hours a day, 7 days per week including public and bank holidays. O2 will respond within 4 hours of receipt of a fault report.