
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
"Business Broadband Service"	has the meaning set out in clause 3 of this Service Schedule; and
"Confirmed Delivery Date"	means the date on which O2 specifies that the Business Broadband Service will be provisioned;
"O2 Broadband Equipment"	means the O2 Equipment provided for each Business Broadband Service, which includes a wireless modem, cable and filter(s), the set up CD and/or any other equipment, including Software and hardware.

- 1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.

2 FIXED SERVICE

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

3 BUSINESS BROADBANDSERVICE

- 3.1 The Business Broadband Service comprises:
- a) Broadband Internet connection and access;
 - b) O2 Broadband Equipment;
 - c) static IP address if requested; 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 Service is via ADSL2+ or ADSL.
- 3.3 The Business Broadband Service is offered with a choice of a 4 port wireless router or a 4 port wired only router.
- 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.

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;
 - 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 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/help/broadband.
- 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 The Business Broadband 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 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.
- 4.6 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. 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 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.
- 4.8 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.

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, provided that the Customer has received the O2 Broadband Equipment.

6 O2 BROADBAND EQUIPMENT

- 6.1 O2 may require the Customer to install Software if this is provided as part of the O2 Broadband Equipment to use the Business Broadband Service. O2 may not be able to resolve issues with the Business Broadband Service if the Software isn't installed and O2 will not be liable for the failure to provide the Business Broadband Service in this circumstance.
- 6.2 Only where the O2 Broadband Equipment is provided by O2 will it be supported by O2 fixed line support team.
- 6.3 The Customer must ensure that any O2 Broadband Equipment connected to or used with the Business Broadband Service is connected and used in accordance with all applicable instructions, safety and security procedures provided by O2.
- 6.4 The Customer will notify O2 immediately if the O2 Broadband Equipment is faulty.
- 6.5 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.

6.6 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.

6.7 Upon termination of any Business Broadband 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 Service, the Customer will pay £50 per item of O2 Broadband Equipment.

7 IP ADDRESS

7.1 O2 will provide a static IP address if requested 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 Service.

8 SWITCHING BUSINESS BROADBAND

8.1 The Customer may notify O2 that it would like to switch its level of Business Broadband Service to a different package or fault response option offered by O2, 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 of this Service Schedule 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 in tariff without charge, any subsequent 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 of the Business Broadband Service; and
- b) where the Customer notifies O2 of the proposed change in Site at least 10 Working Days before the expected moving date.

9.3 Where the Customer changes a Site to which the Business Broadband Service is provided in accordance with paragraph 9.1 of this Service Schedule above, 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; and
- b) 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 One 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 One and as may be modified by O2 from time to time..
- 11.3 Both fault options apply to the Business Broadband (Tailored) 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 option set out in Appendix One, 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 line on which the Business Broadband Service is being provided.

12 TERMINATION

- 12.1 In the event that O2 sends the Customer an email confirming 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), 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 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:
- 12.3 the Customer will be deemed to have provided notice of termination of the Business Broadband Service on the date that the MAC key was used in accordance with clause 13.1 of the General Conditions with the exception that the 30 days' notice set out in clause 13.1 may not apply; and
- 12.4 O2 will terminate the Business Broadband Service in accordance with the standard industry practices.

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.

Appointments

- 13.2 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

- 14.1 If O2 fails to supply the Business Broadband Service by the Confirmed Delivery Date, then subject to any limitation set out in this Agreement, the Customer shall be entitled to claim an amount equal to 10% of the connection Charge (as stated in the Commercial Schedule) per affected Business Broadband Service.
- 14.2 If O2 does not clear a fault with a Business Broadband Service within the period 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 11.1: 15% of the monthly Rental Charge per affected Business Broadband Service.
- 14.3 O2 shall have cleared a fault for the purposes of paragraph 14.2 of this Service Schedule 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.

15 COMPENSATION PAYMENTS

- 15.1 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.

APPENDIX ONE FAULT REPOSE OPTIONS

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.