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## BUSINESS BROADBAND (PACKAGED) SERVICE

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### 1 DEFINITIONS AND INTERPRETATION

- 1.1 The following additional terms and conditions apply to the provision of the Business Broadband (Packaged) 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 Packaged Service"	has the meaning set out in paragraph 3;
"Confirmed Delivery Date"	means the date on which O2 specifies that the Business Broadband (Packaged) Services will be provisioned;
"Failure of the Business Broadband (Packaged) Service"	means the continuous total loss of the ability to use the Business Broadband (Packaged) Service;
"Fair Use and Traffic Management Policy"	has the meaning set out in Appendix 2
"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 may 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, including 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.

- 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 (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:
- broadband Internet connection and access;
  - O2 Broadband Equipment;
  - a static or dynamic IP address, as applicable; 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 (Packaged) Service is via ADSL or ADSL2+.
- 3.3 The Business Broadband (Packaged) Service is offered with a choice of the following six packages:

Name	Upload speed (up to)	Download speed (up to)
<b>Home Office</b>	ADSL2+ Annex A	ADSL2+ Annex A
<b>Office 10</b>	ADSL2+ Annex A (or Annex M where available)	ADSL2+ Annex A (or Annex M where available)
<b>Access</b>	ADSL	ADSL
<b>Fibre 40:2</b>	2Mb	40Mb
<b>Fibre 40:10</b>	10Mb	40Mb
<b>Fibre 80:20</b>	20Mb	80Mb

- 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 a 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) Fair Use and Traffic Management Policy applies. See Appendix 2 for details.
- 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.
- 3.6 All the Fibre packages listed in 3.3 above require a site visit by an engineer to connect the Business Broadband (Packaged) Service.
- 3.7 The connection fee is included within the monthly Charges.

#### **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](http://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.

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- 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 the 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 at Appendix 2 of this Service Schedule.

## **5 SERVICE COMMENCEMENT DATE**

- 5.1 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/or the O2 Broadband Equipment is not used, 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.

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- 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 and/or fault response option offered by O2, provided that Business Broadband(Packaged) 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 (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 once per annum in tariff without Charge, any subsequent changes will be charged at the prevailing rate and in accordance with clause 9.2 below.
- 9.2 Subject to 9.1 the Customer may change the Site to which the Business Broadband (Packaged) Service is provided for a Charge:
- a) at the applicable rate for the new Site of the Business Broadband (Packaged) 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 Site to which the Business Broadband (Packaged) Service is provided in accordance with paragraph 9.1 above, 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 during this time.

## **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) 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 (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, Office 10 and Access packages for the Business Broadband (Packaged) Service:
- a) The default fault response option for the Business Broadband (Packaged) Service is Maintenance Class 5, as set out in Appendix 1 and as may be modified by O2 from time to time.
  - b) The Fast Fix fault response option is Maintenance Class 4, as set out in Appendix 1 and as may be modified by O2 from time to time.
- 11.2 Both fault options apply to the Business Broadband (Packaged) Service only and not the PSTN line over which the service is provided.
- 11.3 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.
- 11.4 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 PSTN 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 with a Confirmed Delivery Date, but the Business Broadband (Packaged) Service is not connected within 1 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 (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 13.1 of the General Conditions with the exception that the 30 days' notice set out in clause 13.1 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 at the O2 Price List (available upon request), if O2 agrees to recommence that Business Broadband (Packaged) Service.

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## 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.

### 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 (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.

## 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 30% of one month's Rental Charge (as stated in the Commercial Schedule) per affected Business Broadband (Packaged) Service.

### Compensation

- 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 the following one off payment amounts:
- a) for the default fault response option: 7.5% of the monthly Rental Charge per affected Business Broadband (Packaged) Service.
  - b) for the Fast Fix fault response option: 15% of the monthly Rental Charge per affected Business Broadband (Packaged) Service.
- 14.3 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.
- 14.4 O2 shall have cleared a Failure of the Business Broadband (Packaged) Service for the purposes of this paragraph 14 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 option - provision of Back Up Mobile Broadband Dongle

- 14.5 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 router.
- 14.6 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 14.4 and when the Failure of the Business Broadband (Packaged) Service has been resolved, as advised to the Customer.
- 14.7 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 Mobile Broadband section of the O2 Price List.

14.8 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.

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## APPENDIX ONE FAULT REPOSE 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.



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## APPENDIX TWO FAIR USE AND TRAFFIC MANAGEMENT POLICY

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### Traffic Management

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

O2 has a clear, up front, fair usage limit.

The specific usage limits that apply are detailed in the table below:

	Home office	Office 10	Access
Fair Usage Limit Standard product*	150GB / Month	300GB / Month	100GB / Month
Fair Usage Limit Regional Product*	75GB / Month	150GB / Month	50GB / Month

\*Please see 3.3b) of this Service Schedule

If the above limits are exceeded, O2 may send a written warning (normally by email or post) requesting that Users to modify usage of the Business Broadband (Packaged) Service.

If the fair usage limits continue to be exceeded following the written warning, O2 reserves the right to slow the connection to the Business Broadband (Packaged) Service to restrict data volumes.

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

O2 reserves the right to impose a reasonable charge for usage in excess of the quoted fair usage limit. O2 will provide prior written notice of any charge to be imposed.