
FIXED SERVICE SCHEDULE – DIGITAL LINK ETHERNET LOCAL SERVICE

The following additional terms and conditions apply to the provision of the Digital Link Ethernet Local 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
“Demarcation Point”	means the point up to and including Equipment at the Site, which is the physical Ethernet interface on the Customer side of the NTE provided by O2. The physical Ethernet interface will be provided in accordance with SIN492 available at www.sinet.bt.com ;
“Digital Link Ethernet Local Service”	means the service described in paragraph 3;
“Digital Link Ethernet Local Service User Guide”	means the user guide for the Digital Link Ethernet Local Service, as amended by O2 from time to time, available to the Customer on request;
“Ethernet”	means LAN technology as specified in standard IEEE 802.3;
“LAN”	means Local Area Network;
“NTE”	means the point where the Customer’s wiring equipment or existing data service is connected to the Network; and
“PoP”	means the equipment within the Network connected by a dedicated circuit from the Site.

2 FIXED SERVICE

The Digital Link Ethernet Local Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

3 THE DIGITAL LINK ETHERNET SERVICE

- 3.1 The Digital Link Ethernet Local Service is a point-to-point Ethernet service that includes provisioning, maintenance and management of all elements up to the Demarcation Point. The Digital Link Ethernet Local Service is described further in the Digital Link Ethernet Local Service User Guide.

4 AVAILABILITY

- 4.1 O2 reserves the right not to provide the Digital Link Ethernet Local Service to any Site for any reason, which includes (but is not limited to) the distance between the PoP and the Site.
- 4.2 A distance limitation of 25km (radial) and 40km (route) will apply to an individual circuit providing the connectivity detailed in this Service Schedule. Extended reach circuits are available for some (see relevant section of Digital Link Ethernet Local Service User Guide) of these circuits with a distance limitation of 35km (radial) and 66km (route).
- 4.3 O2 will configure the Digital Link Ethernet Local Service and will conduct a set of standard commissioning tests to ensure that the configuration of the Digital Link Ethernet Local Service is functioning correctly. The Service Commencement Date for the Digital Link Ethernet Local Service occurs on successful completion of the tests.
- 4.4 If during commissioning it is found that, despite O2’s reasonable endeavours, it is not possible to meet the agreed bandwidth performance, at the price agreed with the Customer, the order may be terminated by either party without any Charge to the Customer.

5 PROVISION OF DIGITAL LINK ETHERNET SERVICE

Resilience may be provided where requested by the Customer and agreed by O2.

6 SITE VISITS

- 6.1 The Customer must agree an appointment for any Site survey with O2 if required.
- 6.2 The Customer must agree an appointment for installation at a Site with O2 within 16 Working Days of O2 notifying the Customer of O2's preferred installation date. Where the Customer does not comply with this paragraph, O2 will revert to O2's preferred installation date at the Site, unless the parties agree a new Target Delivery Date.
- 6.3 Any failure by the Customer to:
- a) agree an appointment with O2 for a Site survey or installation within the timeframes notified to the Customer by O2;
 - b) keep an appointment for a Site survey or installation with O2 or an O2 Representative; or
 - c) allow O2 or an O2 Representative access to the Site for a Site survey or installation,
- may incur costs from O2 and/or O2's Service Provider. The Customer will be liable for any such costs incurred directly by O2 or passed through from O2's Service Provider.

7 NON-STANDARD CONSTRUCTION CHARGES

During a Site survey, installation or the provisioning of the Digital Link Ethernet Local Service, O2 may identify additional Charges for resources (including equipment) which are required to provide the Digital Link Ethernet Local Service to a Site in excess of the level of resource normally required. Such Charges may be due to unforeseen circumstances and O2 will endeavour to identify them within 16 Working Days of the date of O2's acceptance of an order. For example, if a new service pipe or building entry is needed this may incur additional construction Charges. O2 will contact the Customer for authorisation in relation to the additional construction Charges prior to continuing with provisioning and installation. The job will not proceed without Customer authorisation.

8 FAULT RESPONSE

The default fault response option for the Digital Link Ethernet Local Service is Anytime.

9 SERVICE LEVELS – TARGETS

Orders

- 9.1 O2 will aim to:
- a) notify the Customer within:
 - i) 2 Working Days after the day a correctly completed Digital Link Ethernet Local Service order is received that O2 has received the order; and
 - ii) 10 Working Days after the day a correctly completed Digital Link Ethernet Local Service order is received whether the requested service can be provided, the Target Delivery Date, O2's preferred installation date for the Service and if any additional Charges will be payable by the Customer; and
 - b) terminate an individual Digital Link Ethernet Local Service on the date requested by the Customer provided the Customer gives O2 no less than 30 Working Days' notice.

Repair

- 9.2 O2 will aim to clear a reported fault with the Digital Link Ethernet Local Service within 5 hours from the time the fault is reported.
- 9.3 A fault will be considered to have been closed by O2 if it has been cleared by O2 and this has been confirmed by O2 to the Customer.

10 SERVICE LEVELS - COMPENSATION

Late Provision

- 10.1 If O2 fails to meet the commitment set out in paragraph 9.1 of this Service Schedule, then the Customer shall be entitled to 100% of the relevant individual circuit's monthly rental for every Working Day or part Working Day beyond the Target Delivery Date up to a maximum of 60 Working Days.

Late Repair

- 10.2 A delayed repair will become eligible for compensation if the reported fault causes total loss of service (i.e. no transmission of signals in one or both directions between the product demarcation points) for more than 5 clock hours after it has been reported to O2 ("**Qualifying Fault**").
- 10.3 The Customer shall be entitled to compensation for each Qualifying Fault. The compensation shall be 15% of one month's relevant individual circuit monthly rental for each Qualifying Fault that has not been restored within 5 clock hours after it has been reported to O2, and for each full hour in excess of 5 clock hours until the fault is rectified, up to a maximum of 200 hours.

11 GENERAL

In addition to the provisions set out in the Fixed Terms, O2 will not be liable for any failure to meet a Service Level if the failure is due to an inaccurate order being submitted by the Customer and the Customer has been informed by the end of the next Working Day.