

Schedule 2C

FTTP Provisions

This Schedule 2C sets out the terms for GEA-FTTP ("FTTP") where BT provides this Service using Remote Activation Provision (RAP) and/or Appointed Activation Provision (AAP). FTTP is a fibre broadband service provided to the premises. The terms include Service Availability, Service Provisions and Order Handling, Charges (this is a non-exhaustive list). Fibre on Demand (FoD) is detailed in Schedule 2E.

Sections labelled "All" apply to both RAA and AAP. Where there are distinctions between the provisions, the relevant distinctions will be set out under individual headings for RAP and/or AAP.

1. Service Availability

All

- 1.1 RAP and AAP will be available at those locations defined on the Enhanced Managed Line Characteristics dialogue service (EMLC) response as amended by BT from time to time.
- 1.2 BT will provide the FTTP product using fibre infrastructure to Sites as set out in the FTTP Product Description and the FTTP Process Description. Further details of the RAP and AAP (as applicable) are set out in the FTTP Product Description and Process Description.

Remote Activation Provision

- 1.3 The RAP will only be available where Openreach has confirmed that the records show there is an ONT present at the Site on EMLC and the Communications Provider has confirmed with the End Customer, where reasonably practicable, that an ONT is present at the Site. If the ONT is at the Site, then BT will configure the ONT in response to an Order.
- 1.4 The RAP is only available;
 - a) For Pre-Order at New Site provision; and
 - b) For Order at Sites where a working ONT has been installed and is available for use with the Service, as set out in the FTTP Product Description and Process Description, including migrations and working line takeover.

2 Service Provision

All

- 2.1 The Communications Provider agrees to make the necessary arrangements so that the reseller or End Customer is aware that:
 - a) the End Customer will be responsible for providing, at its own expense, a suitable place and conditions for the ONT and a continuous mains electricity supply to the ONT;
 - b) the Communications Provider Service will fail in the event of mains power supply failure at the Site;

- c) the End Customer may need to upgrade existing or install new Communications Provider equipment for use with the Communications Provider Service; and
- d) the End Customer must not remove, tamper with, or attempt to move, the ONT or associated wiring; if the End Customer wishes the ONT to be moved from its installed location, the End Customer must contact the Communications Provider.

2.2 The RAP and AAP service is available in the line bandwidth variants set out in the Openreach Price List.

2.3 The Communications Provider agrees to make the necessary arrangements so that the reseller or End Customer is aware that an ONT must be installed at the Site.

3 Order Handling

All

3.1 The Communications Provider must place Orders by following the process set out in the FTTP Product Description and Process Description. The Communications Provider shall discuss the needs with the End Customer and shall ensure that the order type placed meets the End Customers requirements. Where the order type is incorrect and requires a change or cancellation, BT shall inform the Communications Provider and the Communications Provider may incur additional costs in accordance with the Openreach Price List.

Order Rejection

3.2 An Order may be rejected if any information is inaccurate, incomplete or incorrect or if it is a duplicate Order.

Order Cancellation

Remote Activation Provision

3.3 The Communications Provider may cancel the Order. If the Communications Provider cancels the Order the Communications Provider shall be liable for the Standard Cancellation Charge (as set out in the Openreach Price List).

Appointed Activation Provision

3.4 If the Communications Provider cancels the Order before 18:00 on the Working Day before the CCD, the Communications Provider shall pay:
(a) Excess Construction Charges (where applicable); and
(b) Standard Cancellation Charge at the point of cancellation

as set out in the Openreach Price List. BT will take reasonable steps to mitigate the amount of such costs and expenses.

3.5 If the Communications Provider cancels the Order after 18:00 on the Working Day before the CCD (a "Late Cancellation"), the Communications Provider shall pay:

- (a) Excess Construction Charges (where applicable);
- (b) Late Cancellation Charge as set out in the Openreach Price List (subject to paragraph 3.6 of this Schedule 2C); and

- (c) Abortive Visit Charge as set out in the Openreach Price List, but only in the event that the engineer visits the End Customer premises and in accordance with the TRC, Events and Periodic Charges Ancillary Document.

3.6 Where, in respect of an Order:

- (a) there is a Late Cancellation; and
- (b) BT has failed to provide the Service on a CCD and such failure would have resulted in SLGs being paid in accordance with Schedule 4 Section A, had the Order completed;

the Communications Provider shall not be liable to pay the Late Cancellation Charge set out in 3.5(b) and shall instead be liable for the Standard Cancellation Charge, any Excess Construction Charges and Abortive Visit Charges (for the purposes of this clause 3.6 the Abortive Visit Charge shall only be charged in the event that the engineer visits the End Customer premises on an occasion where the Openreach engineer arrives within the appointment slot but is unable to carry out the work at, or gain access to, the end customer's premises, and where all relevant conditions set out in the TRC, Events and Periodic Charges Document relating to levying Abortive Visit Charges are met)

General

Remote Activation Provision

3.7 The Communications Provider must place Orders by placing either;

- a. a Pre-Order, where an ONT is not yet active; or
- b. an Order where the ONT is active. To place a RAP Order, the Communications Provider must provide the ONT reference number allocated by BT and available on or via the EMLC dialogue service.

3.8 If the Communications Provider places a Pre-Order, it acknowledges that the provision of the Service will not commence until the ONT is active, as set out in the Process Description. Once the ONT is active, BT will provide a CCD to the Communications Provider and the Order will progress as set out in paragraph 3.7.

3.9 When the Communications Provider places an Order and there is an active ONT, BT will undertake a remote connectivity test. If the test fails, the FTTP service provision shall be provided in accordance with the AAP.

3.10 If BT reasonably believes that an appointment is required to activate the ONT the Order will follow the processes for a one stage provision set out in FTTP Product Description and Process Description.

3.11 If required, the Communications Provider can amend the CCD to an alternative date. If the CCD is changed by the Communications Provider, subject to paragraph 3.11(a) the Communications Provider will be liable to pay a Cancel/Amend/Modify charge as set out in the Openreach Price List.

(a) BT will not charge the Communications Provider the Cancel/Amend/Modify charge set out in paragraph 3.11 for the first time the CCD is changed where it relates to a RAP becoming an AAP.

3.12 BT will provide the service on the CCD. If BT fails to provide the service on the CCD the terms of Schedule 4 shall apply.

Appointed Activation Provision

3.13 The Communications Provider may make an appointment using the relevant BT appointment system as set out in the Product Description and/or Process Description. The Communications Provider shall ensure that the End Customer, or other authorised person, must be present at the Site during the appointment.

3.14 The FTTP service will be provided via a one-stage or KCI2 Assure provision process. Details of these provision processes are set out in the Product Description and/or Process Description.

- 3.15 The Communications Provider may order the FTTP service via a Standard or Premium install ("Site Visit Reason"), or other Site Visit Reason as otherwise set out in the Product Description and/or Process Description. The Communications Provider shall order the correct Site Visit Reason, and the Communications Provider shall make the End Customer aware of any work required under the Site Visit Reason.
- 3.16 Where the Order started as a RAP and became an AAP (in accordance with 3.7), BT will arrange an appointment for an engineer to visit the Site to provide Service. BT will provide the Communications Provider with a revised CCD for the appointment.
- 3.17 BT will attend during the appointment and provide the Service. If BT fails to attend during the appointment and/or provide the service on the CCD, the terms of Schedule 4 shall apply.
- 3.18 Further to 3.17, where an appointment is agreed with BT and BT is unable to carry out the work at, or gain access to, the End Customer's Site or the appointment is broken, then unless it is due to BT's error, BT will charge the Communications Provider the charges (as set out in the Openreach Price List).

BT Liaison with End Customers

All

- 3.19 As part of providing the Service under this Contract, BT may need to contact End Customers either via the Communications Provider, or directly in the following circumstances:
- (a) in relation to operational or emergency reasons incidental to or arising from BT's service management of the BT Network; or
 - (b) in relation to nuisance calls where BT has shared engineer contact details; or
 - (c) where the Communications Provider has requested BT to contact the End Customer directly; or
 - (d) where necessary in relation to all appointments, changes to appointments and access arrangements with the End Customer for engineering visits; or
 - (e) to assist with provision of service and/or maintenance or repair as appropriate; or
 - (f) where BT is unable to contact the BT engineer directly with respect to concerns for their welfare; or
 - (g) where it is necessary for the performance of this Contract.
- 3.20 BT may explain the respective roles and obligations of BT and the Communications Provider in relation to the provision of the Service and the Communications Providers, service to End Customers. In these circumstances, BT will comply with any regulatory obligation or agreed code relating to its conduct in communications with End Customers.
- 3.21 Without BT's prior consent, the Communications Provider must not publish or give to End Customers contact details for BT's nominated contacts or other BT personnel.
- 3.22 Nothing in this clause covers communications between BT and End Customer for any other purposes.

All

4 Charges

- 4.1 The Communications Provider shall be charged the connection, rental and transaction charges as set out in the Openreach Price List for the Service from the CCD or Operational Effective Date, whichever is the later.

Appointed Activation Provision

- 4.2 The charges for Excess Construction Charges work will be payable as set out in the Openreach Price List. Charges for a Site survey will not be payable as part of the Excess Construction Charges if the Communications Provider cancels an Order before the Order has been confirmed by BT (KC12). After the Order has been confirmed by BT (KC12), the Communications Provider shall be liable to pay the charges for a Site survey and Excess Construction Charges work.

5 Cessation

All

- 5.1 After provision of the Service, the Communications Provider may place orders to cease the Service by following the process set out in the FTTP Product Description and Process Description.

6 Minimum Period of Service

All

- 6.1 The minimum period of service for the Service to an individual Site is one (1) month commencing on the date of provision of the Service to the Communications Provider.
- 6.2 Subject to 6.3, if the Communications Provider terminates the Service before the end of the minimum period of service (other than under clause 2.8 of the Conditions), the Communications Provider shall pay BT an early termination charge which is based on the rental (being the rental charge by BT at the time when the Communications Provider terminates the Service to that individual Site) for the unexpired portion of the minimum period of service.
- 6.3 BT shall not charge the losing Communications Provider in a Communications Provider to Communications Provider migration an early termination charge.

7 Service Assurance and Problem Management

All

- 7.1 The Service will be maintained in accordance with Schedule 5.