

Schedule 5 – Survey, Plan and Build

1. ORDER HANDLING

- 1.1 The Customer must place Orders by notifying BT of the intended start date of its programme of work and by following the process set out in the Product Description.
- 1.2 As an essential element of the Order, the Customer must include full information as set out in the Product Description on the work to be undertaken together with a timetable of where the Customer proposes to carry out its work.
- 1.3 An Order may be rejected if:
- (a) any information is illegible, inaccurate, incomplete or incorrect (except where minor or typographical in nature and may be readily understood);
 - (b) it is a duplicate Order; or
 - (c) as set out in paragraph 15 below

and BT will notify the Customer of the rejection and the reason for the rejection.

- 1.4 All Orders received by BT will be Processed in the order in which they are received and must be placed by the Customer in good faith and on the basis they reasonably expect to complete their work in or on the Physical Infrastructure within the Build Period.
- 1.5 In some cases, and as set out in the Product Description, the Customer may require BT to attend at a Site including where the Customer requires or encounters (as the case may be):
- (a) locked lids for access to secure jointing chambers;
 - (b) BT exchange manholes;
 - (c) BT exchange cable chamber and any connecting infrastructure to and within the BT exchange;
 - (d) any Physical Infrastructure where BT requires specific security requirements;
 - (e) joint site surveys, e.g. for aerial pole loading; and
 - (f) access to escort in Sensitive Areas

and if this is the case it will be subject to additional charges as set out in the Openreach Price List.

Schedule 5 – Survey, Plan and Build

- 1.6 Upon receipt of an Order from the Customer BT will subject to paragraph 1.7 acknowledge receipt of that Order but BT does not represent or warrant that there is or will be capacity in the Physical Infrastructure the subject of that Order and any cost or other liability incurred by the Customer in respect of that Order is entirely at the Customer's own expense and risk.
- 1.7 BT reserves the right to delay any acknowledgement of an Order if BT reasonably believes there are or may be issues with the Order as set out or referred to in the Product Description or to seek more information and clarifications from the Customer on the Order.

2. SURVEYS

- 2.1 If the Customer intends installing a Facility and/or Customer Apparatus in the Physical Infrastructure, it may, subject to paragraphs 2, 3 and 4 below, carry out a survey of the relevant Physical Infrastructure prior to the submission of an Order. The Customer is advised to carry out a full visual inspection of the Physical Infrastructure it intends to use to help identify the true nature and characteristics of the Physical Infrastructure including whether there are any locked and/or welded lids or other security measures for which the CP may require keys or attendance or deactivation by BT and to check the loading and other characteristics of a Pole.
- 2.2 The Customer must comply with the Whereabouts Requirements when conducting any survey that includes the lifting of lids, inspection of chambers or any activity that includes the opening of the BT Network in any way.
- 2.3 The Customer shall not use, connect and/or install Customer Apparatus on or in Physical Infrastructure and/or conduct any form of intrusive survey on or in Physical Infrastructure including rodding and/or roping, use of slippery fish, cameras etc. without an Order for that item of Physical Infrastructure.
- 2.4 In conducting any survey work the Customer is responsible for:
- (a) compliance with all relevant legislative requirements and local authority authorisations required in connection with the survey work it carries out including, but not limited to Applicable Laws;
 - (b) compliance with any instructions contained in the Product Description and Engineering Principles and compliance with the terms of this Agreement;
 - (c) ensuring all Contractor Personnel involved in work under this Schedule are accredited in accordance with the provisions of Schedule 3; and

Schedule 5 – Survey, Plan and Build

- (d) the acts and omissions of all Customer Personnel in connection with surveying of the Physical Infrastructure.

2.5 The Service relating to survey work is more fully described in the Product Description.

2.6 If the Customer cancels an Order for a joint survey less than 24 (twenty four) hours prior to the proposed start of a survey, the Customer shall pay the full charges for the joint survey as set out in the Openreach Price List. If BT cancels an Order for a joint survey less than 24 (twenty four) hours prior to the proposed start of a survey BT shall pay to the Customer a sum equal to the full charges for the joint survey as set out in the Openreach Price List.

2.7 BT will carry out surveys of:

- (a) Sensitive Areas (to the extent the area is BT property) during the time that the Customer carries out its relevant survey
- (b) Poles and aerial cables

as requested by the Customer when it places its Order for these Services and as set out in the Product Description.

2.8 It is acknowledged by the parties that because of security issues, locked lids and other security measures are not recorded on Network Plans or readily identifiable at ground or surface level. If the Customer encounters a locked lid or other security measures during survey, it shall be dealt with in accordance with the Product Description.

3. CUSTOMER RESPONSIBILITIES IN RESPECT OF SURVEY WORK

3.1 The Customer will notify BT in writing prior to commencement of any physical survey work not less than fifteen (15) Working Days if a joint survey is required for any reason, including the need for an Exchange-end survey, aerial cables or where the Customer reasonably believes the survey will encompass Sensitive Areas.

3.2 The Customer should only carry out survey work during daylight and within Working Hours unless agreed otherwise in writing in advance with BT such agreement not to be unreasonably withheld or delayed.

3.3 The Customer will when conducting a physical survey:

Schedule 5 – Survey, Plan and Build

- (a) notify BT and comply with the Whereabout Requirements;
- (b) carry out all obligations under Applicable Laws, including the New Roads & Street Works Act (or equivalent);
- (c) be responsible for addressing any operational issues encountered during its survey work including but not limited to:
 - i. presence of residual gas in a chamber;
 - ii. presence of sewage in a chamber;
 - iii. presence of water (contaminated or otherwise) in a chamber;
 - iv. obstructive objects on top of a chamber;
 - v. electrical cables in a chamber or on a pole;
 - vi. trees preventing poles being adequately surveyed; and
 - vii. presence of any other contaminants including but not limited to hydrocarbons

and will promptly notify BT of any defects, anomalies or incidents in relation to the BT infrastructure noted or experienced during survey in accordance with paragraph 5 below; and

- (d) be responsible for sealing up and securing any of the BT Network that it opens such that it complies with Applicable Laws and BT's own requirements as more fully described in the Engineering Principles.

3.4 If the Customer requires any Network Adjustments then these are subject to a separate Order as set out in the Product Description and subject to the terms set out in Schedule 6.

4. CUSTOMER DISCLOSURE OF SURVEY RESULTS

4.1 The Customer shall not provide any information about the BT Network including survey results to any third party except where necessary:

Schedule 5 – Survey, Plan and Build

(a) to use the Services pursuant to the terms of this Agreement;

(b) to communicate information about the availability of its services to an end customer.

4.2 BT does not give any warranty or assurance as to the accuracy of any information provided by the Customer to any third party under paragraph 4.1 above.

4.3 BT warrants the information it provides as part of any survey and which is paid for in full by the Customer as being an accurate interpretation of the BT Network the subject of the survey at the time of the survey.

5. DEFECTS, ANOMALIES AND INCIDENTS NOTED DURING SURVEY WORK

5.1 Further to paragraph 3.3(d) above, the Customer must:

(a) to the extent necessary to allow it access to the relevant underground jointing chambers, notify BT if the frame and jointing chamber buffers need to be repositioned after the jointing chamber is re-sealed and the Customer must leave site protection equipment in place as necessary until BT is able to address work required to rectify the situation;

(b) report any low wires on BT poles and leave site protection equipment in place as necessary until BT is able to address work required to rectify the situation;

(c) ensure it complies with all environment and other Applicable Laws in relation to the removal of water from the BT Network when conducting its survey work;

(d) when reporting any defects (in accordance with BT's A1024 process as further described in the Product Description), anomalies or incidents to the BT Network or existing cables therein, provide Photographic Evidence as soon as reasonably practicable of the affected area;

(e) immediately inform BT of any accidents or incidents that occur during survey work of the Physical Infrastructure whether involving Customer Personnel or third parties; and

Schedule 5 – Survey, Plan and Build

(f) assume responsibility for safety as necessary until BT is able to address the issue as further described in the Product Description.

6. BUILD PERIOD

6.1 The Order for Physical Infrastructure Access is subject to the Build Period. In the Build Period the Customer must complete its installation of Customer Apparatus in the Physical Infrastructure which was the subject of the Order. If the Customer is (in relation to a particular Order and item of Physical Infrastructure in that Order) subject to an Excused Delay then BT will extend the Build Period by an amount equivalent to the period of the Excused Delay (as set out in the Product Description) provided the Customer:

- (a) promptly notifies BT in writing of any Excused Delay together with full details of the Excused Delay;
- (b) uses reasonable endeavours to mitigate the cause or effect of such Excused Delay; and
- (c) keeps BT informed as to the progress of the Order so delayed

6.2 The Build Period will continue until the earliest of:

- (a) the Licence Completion Date;
- (b) cancellation of the Order by the Customer; or
- (c) expiry of the Build Period whereupon BT will cancel the Order.

6.3 If the Order is cancelled by the Customer pursuant to paragraph 6.2(b) or the Order is cancelled by BT pursuant to paragraph 6.2(c) above then the Customer must at its cost and expense:

- (a) promptly remove any Customer Apparatus from the Physical Infrastructure;
- (b) pay, repay any and all costs and charges for any Network Adjustments on that Physical Infrastructure; and
- (c) reinstate and make good the BT Network

and any use of the Physical Infrastructure beyond a period of seven (7) Working Days (or such longer period if agreed to in writing by BT) from the date when the Order was terminated or

Schedule 5 – Survey, Plan and Build

cancelled will be deemed Unauthorised Use of the BT Network and any subsequent Order placed by the Customer for use of the Physical Infrastructure in the original Order may (at BT's absolute discretion) be deemed invalid.

7. BUILD INSTALLATION IN OR ON PHYSICAL INFRASTRUCTURE

7.1 Subject to the terms of this Schedule, the Customer may install a Facility and/or Customer Apparatus in the Physical Infrastructure provided that the Customer:

(a) has a valid and acknowledged Order for the Physical Infrastructure in and/or on the total relevant route that is the subject of the installation activity;

(b) advises BT when it wishes to commence work, in accordance with the Whereabouts set out in the Product Description;

(c) connects any Customer Apparatus to a Public Electronic Communications Network within the Build Period. Any Customer Apparatus which is not connected to a Public Electronic Communications Network within the Build Period must be removed from the Physical Infrastructure promptly and on notice from BT where there is congestion in the Physical Infrastructure and subject to the process set out in the Product Description; and

(d) achieves Build Completion within the Build Period.

7.2 Nothing in this Agreement removes the need for the Customer to obtain any necessary wayleave, permission or consent from any person or body which may be required for the installation or construction of a Facility and the installation and maintenance of the Customer Apparatus. The Customer will obtain all such permissions and consents before any work is carried out under this Agreement. The Customer will comply with the terms set out in the Annex to this Schedule where it wants to benefit from the right to share under paragraph 17 or 17A of the Electronic Communications Code ("the Sharing Right"). The Customer shall indemnify and hold harmless BT against all losses, costs, claims (including claims from third parties), expenses, liabilities and demands ("liabilities") in relation to a failure to comply with terms set out in the Annex or

Schedule 5 – Survey, Plan and Build

negligence in connection with the exercise of the Sharing Right on the part of the Customer. The Customer's liabilities under this indemnity are limited to five hundred thousand pounds (£500,000) per event and ten million (£10,000,000) per Contract Year.

- 7.3 The Customer may use space within BT's manholes and joint boxes in relation to the Physical Infrastructure which is the subject of an existing Order provided there is sufficient space available and subject to the Engineering Principles and the terms of the Agreement.
- 7.4 The Customer is responsible for ensuring that all work carried out is in accordance with environmental and health and safety legislation and regulations and all other Applicable Legislation.
- 7.5 If the Customer wants to deploy multiple cables up to the relevant Charging Point for the Licence Fee, then the following terms shall apply:
- (a) the Network Adjustment Limit will be calculated as set out in Schedule 6; and
 - (b) BT does not represent or give any assurance or warranty that space will be available for any subsequent installation of future cables at the same location and the Customer is still liable up to the Charging Point notwithstanding the fact that there may no longer be any space for any subsequent cable installation;
 - (c) the Customer must record and provide details of the individual cables and their diameter as part of the Build Completion;
 - (d) any additional cables will only benefit from this arrangement to the extent they follow the same route as the original cable;
 - (e) the Customer will need to restate cable diameters on reservations that were previously recorded as 25mm diameter;
 - (f) the Minimum Licence Period will be calculated based on Licence Completion Date for the original cable;
 - (g) this provision and any other arrangements relating to multiple cables will only apply to cables ordered and installed after 1 April 2019; and
 - (h) if the Customer uses more space than it has declared in the Build Completion Pack and where the space is above the Charging Point ("excess use") then the excess use will be included in the calculation of Minimum Unauthorised Use and the Customer will pay compensation to BT for excess use calculated by BT by multiplying the Licence Fees for the excess use by sixty month (60) and the Customer will also be liable to pay ongoing Licence Fees and any excess use does not qualify for Network Adjustments and may not be used to calculate the Network Adjustment Limit.

Schedule 5 – Survey, Plan and Build

7.6 The Customer must:

- (a) observe the requirements in relation to accreditation under this Agreement at all times;
- (b) carry out installation work only in or on the Physical Infrastructure that is the subject of a valid Order that has been acknowledged by BT under the terms of this Agreement;
- (c) inform BT where installation and other work on or in the Physical Infrastructure is to be carried out, when that work is to be carried out and by whom in accordance with the Whereabouts Requirements;
- (d) immediately notify BT in accordance with the A1024 process described in the Product Description of any safety issues, defects or damage to the Physical Infrastructure observed either prior to, during or after completion of work. The Customer must not carry out any work in or on any damaged or defective Physical Infrastructure or where the item of Physical Infrastructure has any form or type of guarding, taping or similar without obtaining BT's prior written consent to use that item of Physical Infrastructure (such consent not to be unreasonably withheld or delayed);
- (e) carry out the work and ensure the Customer Personnel carry out the work in accordance with BT's specifications as published on the Openreach Website and in the Engineering Principles and notified to the Customer from time to time and ensure there is no disruption to other cables in the Physical Infrastructure. Any work performed by the Customer or on behalf of the Customer shall be in accordance with the latest standards, Good Industry Practice and all applicable regulations and Applicable Law;
- (f) observe BT's allocation of space rules and technical requirements, as further described in the Engineering Principles:
 - i. in relation to sub-ducts and tubing;
 - ii. in relation to jointing chamber generally;

Schedule 5 – Survey, Plan and Build

- iii. ducts generally; and
 - iv. poles generally.
- (g) ensure that the Facility and the Customer Apparatus it deploys in the Physical Infrastructure comply with the relevant specifications as notified from time to time by BT, including but not limited to breaking tolerances for aerial cables as further described in the Engineering Principles;
- (h) comply with the Traceability Requirements in respect of any Customer Apparatus in or on the Physical Infrastructure;
- (i) ensure that the Facilities it deploys are anchored to support brackets in boxes and manholes so that:
- i. the Facilities and Customer Apparatus are arranged in such a manner to avoid blocking access to existing plant; and
 - ii. access to spare duct bores is not unduly restricted by the routing of Customer Apparatus across duct mouths in jointing chambers.
- (j) when working on poles, observe reasonable instructions as provided by BT from time to time regarding circumstances under which poles should not be climbed and thus necessitating the use of an elevated platform, also referred to as a 'cherry picker', in particular if a pole is decayed, shallow and/or where low wires already exist;
- (k) ensure that all Physical Infrastructure at a Site is left safe and secure at all times when the immediate area is not attended and in cases of underground access points ensure that all covers are replaced and are secure; and

Schedule 5 – Survey, Plan and Build

- (l) comply with the process and terms set out in BT's document entitled 'Technical Departure from Specification' where the Customer can demonstrate and properly evidence that it is unable to comply with Engineering Principle CP13 with respect to a repair of Spine Duct.

7.7 The Customer must not:

- (a) save as set out in Engineering Principle CP14 pass voltages or signals other than those used for telecommunications signalling through its cables and will ensure that these signals will not be used or so designed as radiation medium for wireless telegraphy purposes or otherwise deviate from the UK Access Network Frequency Plan (ANFP);
- (b) pass mains or other dangerous voltages through any part of the Customer Apparatus;
- (c) install in the Facility any apparatus or cables that will be subject to emergency restoration as set out in the Product Description;
- (d) use Customer Apparatus such that it causes interference or harm to the BT Network or other services (including third party communications providers' services) as set out in Clause 15.1 of the Conditions. If any such interference is experienced, the Customer must rectify the situation on notice from BT. If the Customer fails to do so, BT may take immediate action to remove such Customer Apparatus without any liability to the Customer; and
- (e) install any Customer Apparatus on or in any item of Physical Infrastructure that BT has identified in good faith on or via the Network Plans as subject to network re-arrangement and/or repayments as set out in the Product Description

7.8 The Customer may:

- (a) place Orders with BT for various Ancillary Services as referred to in the Product Description and subject to the charges set out in the Openreach Price List; and
- (b) subject to paragraph 7.9 below conduct at its own cost and expense those items of enabling works set out in the Product Description.

7.9 The Customer must ensure where it conducts enabling works under paragraph 7.8(b) above that:

- (a) it complies with the terms of the Agreement including but not limited to training and accreditation as set out at Schedule 3;

Schedule 5 – Survey, Plan and Build

- (b) it complies with the Whereabouts Requirements and provides to BT, a minimum of one (1) Working Day notice prior to commencing any enabling works;
 - (c) it provides full details of the nature of the enabling works including Photographic Evidence (before, during and completion photographs) and the specific location and the dates they will be conducting the enabling work;
 - (d) it makes clear that it is doing the work or is having the work done on its behalf including but not limited to in any discussions with any local or highways authority or planning department;
 - (e) the enabling works are done in accordance with Good Industry Practice and the Engineering Principles; and
 - (f) it provides to BT upon completion of the enabling works such information and assistance as BT may reasonably require to verify the enabling works including but not limited to Photographic Evidence of and the highways reference for the work.
- 7.10 If the Customer fails to comply with paragraph 7.9 above or starts but fails to complete the enabling works within a reasonable period of time then BT will notify the Customer and provide a reasonable period within which the Customer must rectify or complete the work failing which BT reserves the right to charge the Customer the reasonable costs to complete the enabling works to meet the relevant requirements.
- 7.11 The Customer is responsible for:
- (a) ensuring that all work is completed in accordance with the Engineering Principles, including reinstating gas seals and other safety measures;
 - (b) installing Customer Apparatus by the most appropriate method in the circumstances, whilst ensuring any such installation is in accordance with the Engineering Principles and Good Industry Practice; and
 - (c) de-silting of the Physical Infrastructure during its programme of work at its own cost to the extent such de-silting is necessary to enable the Customer to safely install the Customer Apparatus in the Physical Infrastructure.
- 7.12 When installing a Facility and/or Customer Apparatus in the Physical Infrastructure, the Customer should use sub-duct or other tubing as agreed in order to physically separate its cables from those of BT and other communications providers. The Customer may deploy cable or blown fibre tubing

Schedule 5 – Survey, Plan and Build

without a sub-duct provided that any such cable or tubing is and remains clearly marked in accordance with the Traceability Requirements.

- 7.13 The Customer may build a joint chamber, using BT approved materials, over any existing section of Spine Duct (excluding sections of multiway duct with a manhole on each end) as set out and in accordance with the Product Description.

8. BT AND CUSTOMER RESPONSIBILITIES – INSTALLATION WORKS

- 8.1 Subject to paragraph 8.2 below BT may inspect the Customer's installation work at any time to ensure that the Customer and the Customer Personnel are complying with all requirements including, but not limited to: Site regulations, accreditation requirements, compliance with Engineering Principles and the Specification. If BT notes any failures it will inform the Customer and may at its sole discretion take action under any of the relevant provisions of this Agreement including Schedule 7 (Service Levels), and/or clause 2.7 of the conditions as shall be reasonable under the circumstances.
- 8.2 Without prejudice to BT's rights at paragraphs 8.3 and/or 14.7 below BT will not unreasonably interfere with or cause damage to any Customer Apparatus when inspecting any work by the Customer on or in the Physical Infrastructure.
- 8.3 BT reserves the right to remove and re-attach Customer Apparatus on a Pole to relieve congestion provided this does not cause any damage to the Customer Apparatus and/or interruption to existing services and the Customer shall provide such information and assistance as BT may require to enable it to do this work. The details of the process and the steps BT will take to move and re-attach Customer Apparatus to make best use of space in the BT Network are set out in the Engineering Principles and the Product Description.
- 8.4 The Customer is permitted to use spare faces on any Openreach stand-off bracket attached to a Pole in accordance with the process set out in the Product Description. Where the Customer wishes to use a spare face on a stand-off bracket that is clearly labelled as having been installed by and belonging to another Communications Provider, the Customer must contact that Communications Provider for permission to attach before commencing any work to use the relevant bracket face, as more particularly described in the Product Description.

Schedule 5 – Survey, Plan and Build

9. BUILD COMPLETION

- 9.1 The Customer must achieve Build Completion in respect of an Order within the Build Period as set out at paragraph 6 above.
- 9.2 On Build Completion the Customer will in respect of the Order submit to BT promptly a Build Completion Pack. The Customer warrants and represents the accuracy of the information in the Build Completion Pack. The Customer may not submit a partial Build Completion Pack for a NOI/Order.
- 9.3 BT reserves the right, acting reasonably and in good faith, to inspect any work carried out by the Customer to verify that it has been carried out in accordance with this Agreement including the Engineering Principles and Good Industry Practice prior to or at any time after the granting of a Licence to the Customer under Schedule 9.
- 9.4 Subject to paragraph 9.8 the Customer must not connect or provide services over, via or using the Facility during the Build Period.
- 9.5 BT's notice of the Licence Completion Date does not in any way assert, imply, warrant or represent that BT has or will check the Customer's Facility but BT reserves the right at any time subject to paragraph 8.2 above to audit and check the work done by Customer Personnel on or in the BT Network to check that it complies with the terms of this Agreement and is consistent with the information set out in the Build Completion Pack.
- 9.6 The Customer agrees that its use and occupation of the Facility will be governed by the terms of the Licence and subject to the Minimum Licence Period.
- 9.7 The process for connecting customers using Lead-in Duct and drop wires is as set out in the Product Description.
- 9.8 The Customer may connect and provide services over, via or using the Facility during the Build Period subject to the following terms:
- (a) the Facility comprises items of Physical Infrastructure properly declared by the Customer in accordance with and as part of the Monthly Build Report (as defined in Schedule 2);
 - (b) the Customer must accurately record and provide to BT, no later than the end of the calendar month from the date when the Customer uses the Lead-in Duct and/or connects the drop wire to the Pole, the details of the end customer connections including, for each end customer

Schedule 5 – Survey, Plan and Build

connection, the distance, Object ID and UPRN using the process set out in the Product Description ("Customer Connection Report");

- (c) the relevant Build Completion Pack is submitted in a timely fashion and within the Build Period;
- (d) Licence Fees for the end customer connection will commence and be payable from the date the Customer uses the Lead-in Duct and/or connects the drop wire to the Pole (the details of which the Customer must confirm to BT pursuant to paragraph (b) above);
- (e) BT will remove and replace this facility once it makes available the ability for customers of the Services to submit partial build details for a NOI/Order.

10. WAYLEAVES

10.1 If the Physical Infrastructure is not in the public highway:

- (a) the Customer is responsible for ensuring that it obtains all necessary wayleaves, consents and permission for the installation and maintenance of its Customer Apparatus and is responsible for all associated costs;
- (b) subject to BT's charges (as set out in the Openreach Price List) and in accordance with the Product Description, BT will provide the Customer with reasonable assistance in obtaining such wayleaves; and
- (c) BT does not give any warranty or assurance as to the accuracy of any information provided to the Customer by BT under sub-paragraph 10.1(b) above. BT will however make reasonable efforts to provide the Customer with such information and assistance under this paragraph 10.

11. OPENREACH ASSIST

11.1 Openreach Assist comprises the provision of BT personnel to escort Customer Personnel at the Physical Infrastructure and is compulsory where the Customer wished to carry out work in a number of Sensitive Areas under this Agreement. The following types of site visits will be available:

- (a) Planned access, during Working Hours;

Schedule 5 – Survey, Plan and Build

- (b) Planned access outside Working Hours;
- (c) Unplanned access during Working Hours;
- (d) Unplanned access outside Working Hours.

- 11.2 The notification and response times for each of the four services in paragraph 11.1 above are set out in the Product Description.

12. JOINT-BOX BREAK THROUGH

- 12.1 The Customer acknowledges that it is not permitted to conduct or place Orders for joint-box break through at an exchange manhole or within a Sensitive Area of the Physical Infrastructure. Any such request will be rejected by BT.
- 12.2 Subject to paragraph 12.1 the Customer must include the full details, in any Order, where it wishes to conduct joint-box break through and must ensure that any such work is done in accordance with the process and standards set out in the Product Description and Engineering Principles.
- 12.3 The Customer may request BT to carry out joint-box through as part of its programme of work within its plans by following the process as set out in the Product Description. The parties will agree a programme of work under which BT will carry out such work.

13. THIRD PARTY DAMAGE AFFECTING TELECOMMUNICATIONS SERVICES WITHIN A SECTION OF THE PHYSICAL INFRASTRUCTURE

- 13.1 Third party damage of the Physical Infrastructure will be addressed in accordance with clause 13 of the conditions and the Product Description.
- 13.2 Each party will be responsible for its own claims for compensation from the third party which caused the damage.

14. REPAIR AND MAINTENANCE

- 14.1 The Customer is responsible for the repair and maintenance of its Customer Apparatus.

Schedule 5 – Survey, Plan and Build

- 14.2 If the Customer wishes to inspect, maintain or repair its Facility or Customer Apparatus, it will provide as much notice as reasonably practicable to BT by following the process set out in the Product Description. The Customer must observe all requirements set out in paragraph 7 above when carrying out any work on the Facility or Customer Apparatus.
- 14.3 If, during repair of Customer Apparatus or at any other time, the Customer uses a laser system, it will ensure that it and Customer Personnel work in accordance with the appropriate requirements set out in the Engineering Principles and all Applicable Laws.
- 14.4 If either party notices any damage to the other party's apparatus, it will inform the other party as soon as reasonably practicable by following the process set out in the Product Description.
- 14.5 For the avoidance of doubt, BT is responsible for the repair and maintenance of its Physical Infrastructure. The Customer may not remove or modify any apparatus that is not owned by the Customer itself.
- 14.6 If BT needs to replace a Defective Pole with a new Pole then the parties will comply with the process set out in the Product Description for joint site visits to remove their apparatus from the Defective Pole and re-attach to the new Pole.
- 14.7 If BT provides an appointment date pursuant to the process set out in the Product Description to replace a Defective Pole and the Customer fails to attend on the date and time (subject to any time limits set out in the Product Description) then:
- (a) the Customer will be liable to pay compensation for the missed appointment as set out in Schedule 7 (Service Levels); and
 - (b) BT will use reasonable endeavours to remove the Customer Apparatus from the Defective Pole and re-attach to the new Pole and the Customer will be liable to pay compensation as set out in Schedule 7 (Service Levels) and BT will have no liability to the Customer in respect of the removal and re-attachment of the Customer Apparatus.
- 14.8 If BT provides an appointment date pursuant to the process set out in the Product Description to replace a Defective Pole and BT fails to attend on the date and time (subject to any time limits set out in the Product Description) then BT will be liable to pay compensation for the missed appointment as set out in Schedule 7 (Service Levels).

Schedule 5 – Survey, Plan and Build

15. UNAUTHORISED USE

- 15.1 The Customer shall declare and provide full details of any case of Unauthorised Use of which it is or becomes aware.
- 15.2 In each case of Unauthorised Use the Customer shall pay to BT by way of compensation the sum of one hundred pounds (£100) provided that this compensation shall not be payable where BT is unaware of the Unauthorised Use until the Customer provides notice and full details under paragraph 15.1 above and where BT reasonably believes it does not need to attend the location to investigate.
- 15.3 Except as set out in paragraph 15.4 below in all cases of Unauthorised Use the Customer shall promptly remove any and all Customer Apparatus from the Physical Infrastructure the subject of the Unauthorised Use in accordance with the Engineering Principles and Good Industry Practice and make good the BT Network.
- 15.4 Subject to paragraph 15.7 below if BT reasonably considers the Unauthorised Use qualifies as Minimum Unauthorised Use then BT will allow the Customer to place a retrospective Order for the Physical Infrastructure provided the Customer is liable to pay the Licence Fees for the Unauthorised Use from the date of the Customer's NOI/Order which is, at the time, the physically closest to the Unauthorised Use (which must be within ten metres) and the Customer will also be liable to pay ongoing Licence Fees for the Physical Infrastructure the subject of the Unauthorised Use.
- 15.5 Subject to paragraph 15.8 below the Customer will not be permitted to use any Physical Infrastructure which is the subject of Unauthorised Use for Network Adjustments or to calculate the Network Adjustment Limit.
- 15.6 Subject to paragraph 15.4 above BT reserves the right acting reasonably to reject at any time any Order and/or Licence which contains Physical Infrastructure which is the subject of Unauthorised Use until the Customer complies with the terms of paragraph 15.3 above and BT verifies this work and confirms to the Customer in writing that it may now occupy the Physical Infrastructure and the Customer pays, as compensation an additional (to the amount referred to in paragraph 15.1 above) one hundred pounds (£100)
- 15.7 For the avoidance of doubt Minimum Unauthorised Use does not apply to any use of Physical Infrastructure where the NOI/Order has been terminated or cancelled or which is part of a New Site or where Customer Apparatus is not properly labelled in accordance with the Traceability

Schedule 5 – Survey, Plan and Build

Requirements. For the purposes of this paragraph the term 'New Site' means any new Physical Infrastructure that BT builds and which is part of a new development.

- 15.8 BT may allow any Physical Infrastructure which it reasonably believes qualifies as Minimum Unauthorised Use to calculate the Network Adjustment Limit.
- 15.9 Notwithstanding the terms of this paragraph if BT wants to repair damage to or re-arrange the BT Network and on investigation it finds Unauthorised Use in the BT Network at the location then the following will apply:
- (a) if the Customer Apparatus is properly labelled in accordance with the Traceability Requirements then BT will contact the Customer and the Customer must comply with any reasonable instructions of BT to allow BT to repair the damage and/or re-arrange the BT Network and the Customer will pay BT's and any other communications provider's reasonable costs incurred and an Abortive Visit Charge as set out in the Openreach Price List; and
 - (b) if the Customer Apparatus is not properly labelled in accordance with the Traceability Requirements and BT is unable to reasonably identify the Customer Apparatus then BT reserves the right to remove and dispose of any and all Customer Apparatus which is the subject of Unauthorised Use without any liability to the Customer.

16. CHARGES

- 16.1 The Customer agrees to pay the charges for services under this Schedule specified from time to time in the Openreach Price List.
- 16.2 In addition to the charges specified from time to time in the Openreach Price List, the Customer shall pay additional charges arising under this Schedule.
- 16.3 Charges for Network Adjustments for an NOI/Order will be payable on receipt and acceptance of the Build Completion Pack for the NOI/Order.
- 16.4 Charges for ancillary, miscellaneous or enabling works will be payable on completion of the work.
- 16.5 If the Customer cancels any Service after the point of no cancellation (as set out or referred to in the Product Description) then it will still be liable for the charges for the Service by way of compensation as more particularly set out in the Product Description.

Schedule 5 – Survey, Plan and Build

17. REMOVAL OF REDUNDANT EQUIPMENT

- 17.1 Subject to paragraph 17.2 and 17.3 the Customer may, if it informs and obtains BT's prior written consent, (such consent not to be unreasonably withheld or delayed), remove any specific item of Redundant Equipment and/or Redundant Drop Wire provided such removal is necessary to relieve a capacity constraint on a Pole to facilitate attachment of Customer Apparatus used for a drop wire.
- 17.2 If the Customer removes Redundant Equipment and/or Redundant Drop Wire pursuant to paragraph 17.1 then the Customer will be liable for any reasonable costs and liabilities:
- (a) to safely dispose of the Redundant Equipment and/or Redundant Drop Wire pursuant to Applicable Law including under the Waste Electrical and Electronic Equipment Regulations; and
 - (b) incurred and/or suffered by BT where the Customer incorrectly removes the wrong item of apparatus and/or damages other equipment and/or cables or interferes with or impacts existing communications services.
- 17.3 The Customer acknowledges and accepts that in addition and without prejudice to BT's other rights under this Agreement the terms of this paragraph apply mutatis mutandis to Customer Apparatus on and/or in Physical Infrastructure.
- 17.4 For the purposes of this paragraph 17:
- (a) "Redundant Drop Wire" means a manifestly clear and obvious redundant drop wire cable which is owned and controlled by BT but only where the cable is physically cut at the ring head and clearly just wrapped around the Pole and excluding any drop wires which are attached to premises.
 - (b) "Redundant Equipment" means DAC's units and cable TV equipment on Poles which are owned and controlled by BT and which are clearly and manifestly inactive and not being used to provide and/or facilitate service to a customer and where there are no cables entering/exiting the equipment from the CBT.

18. Removal of a Bass Step on a Pole

- 18.1 Subject to paragraph 18.2, the Customer may, where necessary to relieve congestion on a Pole to facilitate the provision of a Customer owned drop wire, remove and replace the bass step on the Pole.
- 18.2 The right to remove a bass step on a Pole pursuant to paragraph 18.1 above is subject to all the following conditions:

Schedule 5 – Survey, Plan and Build

- (a) the Customer shall ensure that any work to remove the bass step is done in strict accordance with the Engineering Principle set out in CP17 and Good Industry Practice; and
- (b) removal or repositioning of other steps and / or complete removal of any steps on the Pole is not permitted.

19. Drop Wire Removal

19.1 If a party ("Gaining Operator") receives an order from an end customer for a communications service and that end customer is currently served by a drop wire connected to a Pole then the Gaining Operator may subject to the terms of this paragraph 19.1 and paragraphs 19.2-19.3 below remove and dispose of the other party's ("Losing Operator's") drop wire and replace with their own drop wire but only where all of the following criteria are met at the time of the removal:

- (a) the Gaining Operator must have checked the latest available data from BT on the status of the Pole;
- (b) the Gaining Operator must have (directly or indirectly) an order from the end customer at the Premise for a communication service;
- (c) it must be necessary for the Gaining Operator to remove the Losing Operator's drop wire to fulfil that order because (as set out in Engineering Principles CP08) either:
 - i. the Pole is a Policy D-pole; or
 - ii. is a non-Policy D-pole that is already at maximum permitted loading;
- (d) the Losing Operator's drop wire and the Gaining Operator's drop wire must be connected to the same end customer's Premise;
- (e) the Gaining Operator must prior to removing the Losing Operator's drop wire ensure it has the permission of the end customer to remove that drop wire and have made their own enquiries of the end customer to satisfy itself fully as to the scope of any existing services that may be provided over that drop wire and ensure in particular (but without limitation) that the services do not relate to the health and/or well-being of any person;
- (f) the Gaining Operator must comply fully with the process set out in the Product Description (headed 'Drop Wire Removal');
- (g) the Gaining Operator will be liable to the Losing Operator for any and all costs and/or claims relating to services provided on or via the drop wire it removes;
- (h) the Gaining Operator will be liable for the costs of removing and disposing of the drop wire in a way that meets all Applicable Laws;

Schedule 5 – Survey, Plan and Build

- (i) all work must comply with the Engineering Principles and Good Industry Practice.
- 19.2 The parties shall:
- (a) comply with their respective obligations under the DSIT Charter on Telecare;
 - (b) take all reasonable steps to notify each other promptly and work together in those cases where they believe a drop wire has been removed in error and/or contrary to this paragraph 19 above with the restoration of any end customer service being a priority.
- 19.3 The Customer is permitted, provided it complies with paragraphs 19.1(a), 19.1(f) and 19.1(i) above as if it were a Gaining Operator, to add one incremental fibre Drop Wire on a Policy D-Pole, to a premise where that premise has multiple Drop Wires and it is not possible using Good Industry Practice to identify the Drop Wire that needs to be removed. Prior to adding the Drop Wire the Customer must have raised a Network Adjustment order for the replacement of the Policy D-Pole to which it has connected the incremental fibre Drop Wire. BT may remove the right for the Customer to add an additional Drop Wire pursuant to this paragraph if BT reasonably believes that the Customer has not complied with terms of this paragraph.
- 19.4 The Losing Operator may suspend or terminate the right for the Gaining Operator to remove their drop wire referred to in paragraph 19.1 on a minimum of 90 days prior notice to the Gaining Operator, where that Gaining Operator has failed on three or more occasions (in a rolling 12 months period) to comply with the terms of this paragraph 19. In such cases the Losing Operator will only be required to reinstate such permission where it can be reasonably satisfied that training and other measures have been implemented by the Gaining Operator to ensure the correct process will be followed in the future and drop wires will not be removed (or added) in error.
- 19.5 Notwithstanding Clause 28 of the Conditions BT may make changes to the terms set out in this paragraph 19 to address any issues or, risks arising from the activity set out in this paragraph 19 where it reasonably believes such an amendment is required. For any change made pursuant to this paragraph 19.5, BT shall use its reasonable endeavours to provide the Customer with as much notice as is reasonably practicable.

Schedule 5 – Survey, Plan and Build

ANNEX

If the Customer wants to benefit from the right to share under paragraph 17 or 17A of the Electronic Communications Code ("the Code") then the following terms will apply:

Post 2017 Wayleaves

If BT has an agreement for the Physical Infrastructure that is post December 2017 the Customer must comply with the conditions set out in paragraph 17 of the Code when seeking to use Physical Infrastructure on private land.

Pre-2017 Wayleaves / Pre 2003 installation

If BT has an agreement for the Physical Infrastructure that is pre-December 2017 and/or has installed infrastructure pre-December 2003 and that Physical Infrastructure is Duct (this does not apply to Poles) then the Customer will comply with paragraphs 17 and 17A of the Code (depending on the date of any wayleave) and any noticing requirements set out in the Code. In complying with the notice requirements the Customer must only use a notice that has been approved in writing by BT and the relevant details for the notice must be completed by the Customer fully and accurately. Notices should only be used where required by the Code.

BT reserves the right to withdraw the Customer's use of such notices if it receives what it considers (acting reasonably) to be an unreasonable level of bona fide complaints from land owners/occupiers as to the Customer's use of such notices.

The Customer must have and maintain for eighteen (18) months from the date of the relevant noticing activity full and accurate records of when and where it uses such notices including (but not limited to) Photographic Evidence and must upon reasonable request provide to BT promptly copies of such records and the Photographic Evidence.

The Customer shall provide to BT details of a single point of contact for any queries and / or issues arising from their use of the notices.

In all cases (post and pre Dec. 2017 and pre 2003) the Customer must when using or seeking to use the Sharing Right on private land:

- (a) make clear in any and all dealing with owners and occupiers of private land that it is not acting for and on behalf of BT and/or Openreach, that the Customer is building their own network and will offer their own services using the Physical Infrastructure and that it (not BT) is liable for any

Schedule 5 – Survey, Plan and Build

damage and/or loss caused and/or occasioned by the Customer and/or Customer Personnel whilst on the land;

- (b) exercise all reasonable care and skill consistent with Good Industry Practice and use all reasonable endeavours to avoid causing any damage and/or loss to any third party;
- (c) not do or omit to do anything which may harm the reputation and/or goodwill of BT;
- (d) ensure their apparatus has no adverse impact on the land and that sharing imposes no burden on any person with an interest in the land;
- (e) seek their own permission from the Occupier (as defined in the Code) of the private land before entering the land to survey, install and maintain the Customer Apparatus on or in the Physical Infrastructure; and
- (f) comply with the terms set out in the Product Security Telecommunications Infrastructure Act 2022 (as may be amended from time to time) when seeking to rely on a right to share the Physical Infrastructure on private land.