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Schedule 4 – Service Level Agreement

Schedule 4A

This SLA is applicable to the Backhaul Network Service (BNS). References to the Service under this Schedule 4A mean BNS only.

1. INTRODUCTION

- 1.1. This Schedule contains the Service Level Agreement between BT and the Communications Provider for the Service.
- 1.2. BT is committed to a programme of continuous improvement relating to the Service, including billing processes and introduction of Service enhancements from time to time.
- 1.3. To the extent that any service level is reliant on the availability of Co-location, the service level timescale shall be extended until the Co-location is available.
- 1.4. BT will use reasonable endeavours to comply with the service levels defined in this schedule, but these levels are targets and BT has no liability for any failure to meet them.
- 1.5. All service levels are subject to paragraph 3 of this schedule.

2. SERVICE LEVELS

Subject to paragraph 3 of this Schedule 4A:

2.1 Repair

BT will use reasonable endeavours to:

- (a) make the repair service available 24 hours a day, 7 days a week including Bank and Public Holidays in the UK.
- (b) acknowledge receipt of a fault report from the Communications Provider within one hour.
- (c) respond within 4 hours of receipt of a fault report, unless agreed otherwise in writing by the parties.
- (d) repair a fault in 5 hours of it being reported.
- (e) contact the Communications Provider to report the progress being made to restore the Service if the Service is not restored within the timescales set out in paragraph 3.2 below.

3. WHAT IS NOT COVERED

3.1 The service levels will not apply if:

- (a) the failure by BT is due to the Communications Provider's own network or equipment or any other network or equipment outside the BT Network; or

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- (b) the Communications Provider is in breach of any part of this Contract which relates to the provision of the Service to the relevant Site, or BT suspends the Service or any part of it in accordance with this Contract; or
- (c) through no fault of its own or because of circumstances beyond its reasonable control, BT is unable to carry out any necessary work at, or gain access to the Site or the Communications Provider fails to agree an appointment date or work is aborted due to the Communications Provider; or
- (d) the Communications Provider and BT agree a different timescale in writing (which shall include but is not limited to e-mail) for performance of the relevant Service; or
- (e) reasonable assistance is required or information is reasonably requested by BT within a reasonable timescale from the Communications Provider or the End User or a third party and such assistance or information is not provided; or
- (f) through no fault of its own, BT is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or
- (g) the failure is due to a Force Majeure event; or
- (h) the failure is due to a planned outage on the Legacy Platform or Emergency Service interruption; or
- (i) if the fault is not reported in accordance with the fault reporting provisions in Schedule 2 (paragraph 4) and the Communications Provider has been informed by the end of the next Working Day.

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Schedule 4B

This SLA is applicable to Openreach Network Backhaul Service, Street Access Service, Broadcast Access Service, Optical Spectrum Service and CCTV Access Service. References to the Service under this Schedule 4B mean these services only.

1. INTRODUCTION

- 1.1. This Schedule contains the Service Level Agreement between BT and the Communications Provider for the Service.
- 1.2. BT is committed to a programme of continuous improvement relating to the Service, including the Gateway, billing processes and introduction of Service enhancements from time to time.
- 1.3. To the extent that any service level or service guarantee is reliant on the availability of Co-location, Netlocate or BT Locate the service level or service guarantee timescale shall be extended until the Co-location, Netlocate or BT Locate is available.
- 1.4. In this Schedule 4 B where there is a reference to 'circuit' that shall mean 'the applicable Wavelength or bearer' for the Optical Spectrum Service.
- 1.5. In this Schedule the provision paragraphs will not apply to the Openreach Network Backhaul Service

2. SERVICE LEVELS

Subject to paragraph 7 of this Schedule 4B:

2.1 Orders

- (a) BT will use reasonable endeavours to acknowledge Orders for the Service and allocate an order number to the Orders by 17.00 hours on the next Working Day after the placing of the Order.
- (b) Subject to paragraph 2.3 of schedule 2, BT will use reasonable endeavours to confirm within 10 Working Days after the day the Order is Processed whether the Street Access Service, Broadcast Access Service, CCTV Access Service or Optical Spectrum Service can be provided, when the Service will be provided, and the Excess Construction Charges payable by the Communications Provider.

2.2 Repair

- (a) BT will use reasonable endeavours to make the repair service available 24 hours a day, 7 days a week including Bank and Public Holidays in the UK.
- (b) BT will use reasonable endeavours to acknowledge receipt of a fault report from the Communications Provider within one hour.
- (c) BT will use reasonable endeavours to respond within 4 hours of receipt of a fault report, unless agreed otherwise in writing by the Parties.

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- (d) If the Service is not restored within the timescales set out in paragraph 3.2 below, BT will use reasonable endeavours to contact the Communications Provider to report the progress being made to restore the Service.

3. SERVICE GUARANTEES

Subject to paragraph 7 of this Schedule 4B

3.1 Provision

BT will deliver the Service by midnight on the Contractual Delivery Date or the CP Requirement Date, whichever is the later, with handover notices made available the following Working Day. If BT fails to do this, the Communications Provider shall be entitled to the compensation set out in paragraph 4.1 of this Schedule.

Repair

BT will restore the Service (except for Cisco Optical Spectrum Extended Access Services) within 5 hours of a fault being reported. If BT fails to do this, the Communications Provider shall be entitled to the compensation set out in paragraph 4.2 of this Schedule.

BT will use reasonable endeavours to restore Optical Spectrum Extended Access (Cisco) Services after a fault is reported to BT. BT will have no liability for failure to meet any particular timescale and will not be liable to pay the Communications Provider compensation.

4. COMPENSATION

Subject to any limitations set out in Schedules 2 and 4B

4.1 Late Provision

If BT fails to meet the commitment set out in paragraph 3.1 of this Schedule, then the Communications Provider shall be entitled to an amount calculated in accordance with the table below:

Number of Working Days beyond Contractual Delivery Date or CP Requirement Date (whichever is the later)	Amount = Percentage of Connection charge for the circuit to be credited to the Communications Provider
1-10	5%
11-15	10%
16-20	15%
More than 20	20%

4.2 Late Repair (except for Cisco Optical Spectrum Extended Access Services)

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) for more than 5 clock hours after it has been reported to BT.

In the event of a reported fault which causes 'total loss of service', the Communications Provider shall be entitled to an amount calculated in accordance with the table below:

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Number of eligible failures in a year (12 months cycle) in the circuit	Amount = Percentage of annual rental for the circuit to be credited to the Communications Provider
1	5%
2-3	10%
4	25%
5 or more	35%

4.3 Any allowance/credit under paragraph 4.2 above will only apply to the circuit rental for the year (12 months cycle) in which the failure occurs and not to any associated equipment or maintenance charges.

4.4 Repair for Cisco Optical Spectrum Extended Access

If a fault causes 'total loss of service' (ie, no transmission of signals in one or both directions between the product demarcation points) then BT will use reasonable endeavours to repair the fault after it has been reported to BT ("Qualifying Fault"). BT will have no liability for failure to meet any particular timescale and will not be liable to pay the Communications Provider compensation.

5. LIMIT ON COMPENSATION

5.1 Subject to Paragraph 4.4 above, the maximum compensation that a Communications Provider can receive for late provision is an amount equal to 20% of the Connection Charge for the circuit and the maximum compensation that a Communications Provider can receive for late repair is an amount equal to 35% of the annual rental for the period covered by the 12 months cycle, the first such cycle starting on the Operational Effective Date.

6. HOW BT WILL PAY COMPENSATION

6.1 Any compensation payable under paragraph 4.1 of this Schedule will be offset against the Connection Charge by BT on the Communications Provider's invoice in respect of the Connection Charge.

6.2 Any compensation payable under paragraph 4.2 of this Schedule will normally be made by deduction from the Communication Provider's next invoice unless not practicable and unless the circuit is terminated in which case a specific payment will be made. BT may offset all or part of any such amounts against any outstanding amounts due for the Service which have not been paid by the Communications Provider, except where these amounts may be disputed.

7. WHAT IS NOT COVERED

7.1 The service levels, service guarantees and any compensation payments will not apply if

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- (a) the failure by BT is due to the Communications Provider's own network or equipment or any other network or equipment outside the BT Network; or
- (b) the Communications Provider is in breach of any part of this Contract which relates to the provision of the Service to the relevant Site or BT suspends the Service or any part of it in accordance with this Contract; or
- (c) through no fault of its own or because of circumstances beyond its reasonable control, BT is unable to carry out any necessary work at, or gain access to the Site (including the Communications Provider Site and End User Site) or the Communications Provider fails to agree an appointment date or work is aborted due to the Communications Provider; or
- (d) the Communications Provider and BT agree a different timescale in writing (which shall include but is not limited to e-mail) for performance of the relevant Service, or
- (e) reasonable assistance is required or information is reasonably requested by BT within a reasonable timescale from the Communications Provider, End User or a third party and such assistance or information is not provided; or
- (f) through no fault of its own, BT is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or
- (g) the failure is due to a Force Majeure event; or
- (h) the failure is due to a planned outage on the Legacy Platform or Emergency Service interruption ; or
- (l) the failure is due to an inaccurate Order being submitted by the Communications Provider and the Communications Provider has been informed by the end of the next Working Day; or
- (j) if the fault is not reported in accordance with the fault reporting provisions of Schedule 2 (paragraph 4) and the Communications Provider has been informed by the end of the next Working Day.

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Schedule 4C (i)

This SLA is applicable to Ethernet Backhaul Direct Service, Ethernet Access Direct Service, Wholesale Extension Service, Backhaul Extension Service, TDM Access Service and the WEES Service ordered on the Legacy Platform . References to the Service under this Schedule 4C(i) mean these services only.

1. INTRODUCTION

- 1.1 This Schedule contains the Service Level Agreement between BT and the Communications Provider for the Service.
- 1.2 BT is committed to a programme of continuous improvement relating to the Service, including billing processes, the Gateway, and introduction of Service enhancements from time to time.
- 1.3 To the extent that any service level or service guarantee is reliant on the availability of the Licensed Facility the service level or service guarantee timescale shall be extended until the Licensed Facility is available.

2. SERVICE LEVELS

Subject to paragraph 7 of this Schedule 4C(i):

2.1 Orders

- (a) BT will use reasonable endeavours to acknowledge Orders for the Service and allocate an order number to the Orders by 17.00 hours on the next Working Day after the placing of the Order.
- (b) The Communications Provider may select the option to receive its Ethernet Access Direct Service, for those circuits requiring cabling/tubing activity, (Category 2.1) with a CDD of 30 Working Days (subject to the definition of CDD in the contract) for all of its Ethernet Access Direct Orders in this Category. From the date that BT receives such notice in writing from the Communications Provider BT will apply this CDD to the Communication Providers Ethernet Access Direct Service Orders requiring cabling/tubing activity (Category 2.1) until BT is notified otherwise in writing.
- (c) Subject to paragraph 2.3 of Schedule 2 BT will use reasonable endeavours to confirm within 8 Working Days after the day the Order is Processed whether the Ethernet Access Direct Service, Wholesale Extension Service, Wholesale End to End Ethernet Service, TDM Access Service and Backhaul Extension Service can be provided, when the Ethernet Access Direct Service, Wholesale Extension Service, Wholesale End to End Ethernet Service, TDM Access Service and Backhaul Extension Service will be provided, and the Excess Construction Charges payable by the Communications Provider.
- (d) Subject to paragraph 2.3 of Schedule 2, BT will use reasonable endeavours to confirm within 6 Working Days for the Ethernet Backhaul Direct Service, after the Working Day the Order is Processed, whether the Ethernet Backhaul Direct Service can be provided, when the Ethernet Backhaul Direct Service will be provided, and the Excess Construction Charges payable by the Communications Provider.

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2.2 Repair

- (a) BT will use reasonable endeavours to make the repair service available 24 hours a day, 7 days a week including Bank and Public Holidays in the UK.
- (b) BT will use reasonable endeavours to acknowledge receipt of a fault report from the Communications Provider within one hour.
- (c) BT will use reasonable endeavours to respond within 4 hours of receipt of a fault report, unless agreed otherwise in writing by the Parties.
- (d) If the relevant Service is not restored within the timescales set out in paragraph 3.2 below, BT will use reasonable endeavours to contact the Communications Provider to report the progress being made to restore the Service. An estimated time to repair will be provided within the fault notes on the Openreach portal to advise of progress being made.

2.3 Provision

BT will

- (i) provide reasons to justify; and
- (ii) obtain the Communication Provider's prior written consent (not to be unreasonably withheld or delayed)

to extend the CDD beyond the

- (a) 30th Working Day for the Ethernet Backhaul Direct Service Order, TDM Access Service Order, or
- (b) 30th Working Day for the Ethernet Access Direct Service Order, except that in relation to Category 2.1 Orders where cabling/tubing activity is required the 57th Working Day will apply, unless the Communications Provider has selected the Working Day 30 option in writing in accordance with Schedule 4C(i) paragraph 2.1 (b); or
- (c) 30th Working Day for the Wholesale Extension Service Order, Wholesale End to End Ethernet Service Order, or the Backhaul Extension Service Order

provided always that BT will notify the Communications Provider as soon as reasonably practicable where it intends to deem consent and any subsequent CDD is as soon as reasonably practicable.

For the purposes of this sub-paragraph 2.3 BT may deem consent where:

- (i) one of the circumstances detailed in paragraph 7 of this Schedule 4C occurs, or

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- (ii) there is a need for infrastructure build including, for example, situations where duct, manholes, fibre spine cable, copper cable or backhaul and core network cable are required; or
- (iii) there is a cable or exchange breakdown; or
- (iv) there is a collapsed, blocked (e.g. cement), or damaged duct/manhole; or
- (v) notice is required under the Traffic Management Act or Transport (Scotland) Act; or
- (vi) there is a manhole or footway box that is contaminated with, or by, a substance which requires special treatment, e.g. petrol
- (vii) asbestos has been identified; or
- (viii) security clearance is required but not yet agreed; or
- (ix) main frame compression or extension is required

2.4 Resilience

In addition to other circuit specific provisions within this Schedule, BT will use reasonable endeavours to make Resilience available 24 hours per day and 7 days a week when this has been ordered by the Communications Provider and where available in the product set. Such Resilience will aim to provide and maintain diversely routed circuits.

3. SERVICE GUARANTEES

Subject to paragraph 7 of this Schedule 4C(i)

3.1 Provision

BT will deliver the Service by midnight on the Contractual Delivery Date or the CP Requirement Date, whichever is the later, with handover notices made available the following Working Day. If BT fails to do this, the Communications Provider shall be entitled to the compensation set out in paragraph 4.1 of this Schedule.

3.2 Repair

BT will restore the Service (except for WES, WEES and BES Services) within 5 hours of a fault being reported. If BT fails to do this, the Communications Provider shall be entitled to the compensation set out in paragraph 4.2 of this Schedule.

BT will use reasonable endeavours to restore WES, WEES and BES Services after a fault in reported to BT. BT will have no liability for failure to meet any particular timescale and will not be liable to pay the Communications Provider compensation.

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4. COMPENSATION

Subject to any limitations set out in Schedule 2 and this Schedule 4C(i)

4.1 Late Provision

If BT fails to meet the commitment set out in paragraph 3.1 of this Schedule, then the Communications Provider shall be entitled to 100% of the relevant individual circuits monthly rental for every Working Day or part Working Day beyond the CDD or CRD (whichever is later) up to a maximum of 60 Working Days.

4.2 Late Repair (except for WES, WEES and BES Services)

- (a) 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 BT ("Qualifying Fault").
- (b) The Communications Provider shall be entitled to compensation for each Qualifying Fault. The compensation shall be 15% of one months relevant individual circuit monthly rental for each Qualifying Fault that has not been restored within 5 clock hours after it has been reported to BT, and for each full hour in excess of 5 clock hours until the fault is rectified, up to a maximum of 200 hours. For the avoidance of doubt and by way of example, in the event that a Qualifying Fault is rectified once 7 clock hours (but less than 8 clock hours) have elapsed, the compensation payable would be 15% of one months rental for the Qualifying Fault multiplied by 3 (15% for failing to achieve the 5 clock hours and 15% multiplied by 2 for the 2 elapsed clock hours over the 5 clock hours).

4.3 Late Repair for WES, WEES and BES Services

If a fault causes 'total loss of service' (ie, no transmission of signals in one or both directions between the product demarcation points) then BT will use reasonable endeavours to repair the fault after it has been reported to BT ("Qualifying Fault"). BT will have no liability for failure to meet any particular timescale and will not be liable to pay the Communications Provider compensation.

5. LIMIT ON COMPENSATION

- 5.1 Subject to paragraph 4.3, the maximum compensation that a Communications Provider can receive for late provision is an amount equal to 60 multiplied by the relevant individual circuits monthly rental and the maximum compensation that a Communications Provider can receive for late repair is an amount equal to 200 multiplied by 15% of the relevant individual circuits monthly rental.

6. HOW BT WILL PAY COMPENSATION

- 6.1 Any compensation payable will normally be made by deduction from the Communication Provider's next invoice unless not practicable. For the avoidance of doubt compensation shall be payable without the need for the Communication Provider to make a claim. BT may offset all or part of any such amounts against any outstanding amounts due for the Service which have not been paid by the Communications Provider, except where these amounts may be disputed.

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6.2 Any compensation payable under this Contract Schedule 4C(i) shall be without prejudice to any right or remedy including any right to claim for additional loss.

7. WHAT IS NOT COVERED

7.1 The service levels, service guarantees and any compensation payments will not apply if

- (a) the failure by BT is due to the Communications Provider's own network or equipment or any other network or equipment outside the BT Network; or
- (b) the Communications Provider is in breach of any part of this Contract which relates to the provision of the Service to the relevant Site or in respect of the relevant Service BT suspends the Service or any part of it in accordance with this Contract; or
- (c) through no fault of its own or because of circumstances beyond its reasonable control, BT is unable to carry out any necessary work at, or gain access to the Site or the Communications Provider fails to agree an appointment date or work is aborted due to the Communications Provider; or
- (d) the Communications Provider and BT agree a different timescale in writing (which shall include e-mail) for performance of the relevant Service; or

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- (e) reasonable assistance is required or information is reasonably requested by BT within a reasonable timescale from the Communications Provider or the End User or a third party and such assistance or information is not provided; or
- (f) through no fault of its own, BT is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or
- (g) the failure is due to a Force Majeure event; or
- (h) the failure is due to a planned outage on the Legacy Platform or Emergency Service interruption; or
- (i) the failure is due to an inaccurate Order being submitted by the Communications Provider and the Communications Provider has been informed by the end of the next Working Day ; or
- (j) if the fault is not reported in accordance with the fault reporting provisions of Schedule 2 (paragraph 4) and the Communications Provider has been informed by the end of the next Working Day; or
- (k) if the fault is due to a failure in the public internet.

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Schedule 4 C (ii)

This SLA is applicable to Ethernet Access Direct Service or Ethernet Backhaul Direct Service ordered on EMP. References to the Service under this Schedule 4C (ii) mean these Services only.

1. INTRODUCTION

- 1.1 This Schedule contains the Service Level Agreement between BT and the Communications Provider for the Service.
- 1.2 BT is committed to a programme of continuous improvement relating to the Service, including billing processes, the Gateway, and introduction of Service enhancements from time to time.
- 1.3 To the extent that any service level or service guarantee is reliant on the availability of the Licensed Facility the service level or service guarantee timescale shall be extended until the Licensed Facility is available.

2. SERVICE LEVELS

Subject to paragraph 7 of this Schedule 4 C (ii):

2.1 Orders

(a) BT will use reasonable endeavours to acknowledge Orders for the Service and allocate an order number to the Orders within 3 hours of the placing of the Order. (KCI 1). Order update (revised) information may be made available subsequent to this and prior to (c) below.

(b) BT will use reasonable endeavours to provide update information relating to the Order, including indicative Excess Construction Charge information by Working Day 6.

(c) BT will confirm whether BT is able to deliver the Service, the CCD, fixed Excess Construction Charges and time related charges through communication by BT approximately 14 Working Days from the date the Order is Processed by BT. (KCI2). Order update information may be made available by BT subsequent to this.

(d) BT will complete the installation by the CCD. (KCI 3).

The Communications Provider may select the option to receive its Ethernet Access Direct Service, for those circuits requiring cabling/tubing activity, (Category 2.1) with a CDD of 30 Working Days (subject to the definition of CCD in the contract) for all of its Ethernet Access Direct Orders in this Category. From the date that BT receives such notice in writing from the Communications Provider BT will apply this CCD to the Communication Providers Ethernet Access Direct Service Orders requiring rod and tube activity (Category 2.1) until BT is notified otherwise in writing.

2.2 Repair

(a) BT will use reasonable endeavours to make the repair service available 24 hours a day, 7 days a week including Bank and Public Holidays in the UK.

(b) BT will use reasonable endeavours to acknowledge receipt of a fault report from the Communications Provider within one hour.

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- (c) BT will use reasonable endeavours to respond within 4 hours of receipt of a fault report, unless agreed otherwise in writing by the Parties.
- (d) If the relevant Service is not restored within the timescales set out in paragraph 3.2 below, BT will use reasonable endeavours to contact the Communications Provider to report the progress being made to restore the Service. An estimated time to repair will be provided within the fault notes on the Openreach portal to advise of progress being made.

2.3 Provision

BT will

- (i) provide reasons to justify; and
- (ii) obtain the Communication Provider's prior written consent (not to be unreasonably withheld or delayed)

to extend the CCD beyond the

- (a) 30th Working Day for the Ethernet Backhaul Direct Service Order
- (b) the 30th Working Day (or from the CCD notified by BT if less than 30 Working Days) for the Ethernet Access Direct Service Order, except that in relation to Category 2.1 Orders where cabling/tubing activity is required the 57th Working Day (or from the CCD notified by BT if less than 57 Working Days) will apply, unless the Communications Provider has selected the Working Day 30 option (or from the CCD notified by BT if less than 30 Working Days) in writing in accordance with Schedule 4C(ii) paragraph 2.1; or

provided always that BT will notify the Communications Provider as soon as reasonably practicable where it intends to deem consent and any subsequent CCD is as soon as reasonably practicable.

For the purposes of this sub-paragraph 2.3 BT may deem consent where:

- (i) one of the circumstances detailed in paragraph 7 of this Schedule 4C (ii) occurs, or
- (ii) there is a need for infrastructure build including, for example, situations where duct, manholes, fibre spine cable, copper cable or backhaul and core network cable are required; or
- (iii) there is a cable or exchange breakdown; or
- (iv) there is a collapsed, blocked (e.g. cement), or damaged duct/manhole; or
- (v) notice is required under the Traffic Management Act or Transport (Scotland) Act; or
- (vi) there is a manhole or footway box that is contaminated with, or by, a substance which requires special treatment, e.g. petrol

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- (vii) asbestos has been identified; or
- (viii) security clearance is required but not yet agreed; or
- (ix) main frame compression or extension is required

The Communications Provider may request an installation earlier than the CCD. Where this request occurs and BT is in agreement then the CCD will remain as defined in Schedule 1 and the Operational Effective Date will be the actual date of installation.

The Communications Provider may additionally request a CCD with a longer leadtime than the CCD definition detailed in Schedule 1. Where this occurs and BT is in agreement with this then the agreed date will become the CCD and the Operational Effective Date.

3. SERVICE GUARANTEES

Subject to paragraph 7 of this Schedule 4 C (ii)

3.1 Provision

BT will deliver the Service by midnight on the CCD. If BT fails to do this, the Communications Provider shall be entitled to the compensation set out in paragraph 4.1 of this Schedule.

3.2 Repair

BT will restore the Service within 5 hours of a fault being reported. If BT fails to do this, the Communications Provider shall be entitled to the compensation set out in paragraph 4.2 of this Schedule.

4. COMPENSATION

Subject to any limitations set out in Schedule 2 and this Schedule 4 C (ii)

4.1 Late Provision

If BT fails to meet the CCD then the Communications Provider shall be entitled to 100% of the relevant individual circuits monthly rental for every Working Day or part Working Day beyond the CCD up to a maximum of 60 Working Days.

4.2 Late Repair

- (a) 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 BT ("Qualifying Fault").

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- (b) The Communications Provider shall be entitled to compensation for each Qualifying Fault. The compensation shall be 15% of one months relevant individual circuit monthly rental for each Qualifying Fault that has not been restored within 5 clock hours after it has been reported to BT, and for each full hour in excess of 5 clock hours until the fault is rectified, up to a maximum of 200 hours. For the avoidance of doubt and by way of example, in the event that a Qualifying Fault is rectified once 7 clock hours (but less than 8 clock hours) have elapsed, the compensation payable would be 15% of one months rental for the Qualifying Fault multiplied by 3 (15% for failing to achieve the 5 clock hours and 15% multiplied by 2 for the 2 elapsed clock hours over the 5 clock hours).

5. LIMIT ON COMPENSATION

- 5.1 The maximum compensation that a Communications Provider can receive for late provision is an amount equal to 60 multiplied by the relevant individual circuits monthly rental and the maximum compensation that a Communications Provider can receive for late repair is an amount equal to 200 multiplied by 15% of the relevant individual circuits monthly rental.

6. HOW BT WILL PAY COMPENSATION

- 6.1 Any compensation payable will normally be made by deduction from the Communication Provider's next invoice unless not practicable. For the avoidance of doubt compensation shall be payable without the need for the Communication Provider to make a claim. BT may offset all or part of any such amounts against any outstanding amounts due for the Service which have not been paid by the Communications Provider, except where these amounts may be disputed.
- 6.2 Any compensation payable under this Contract Schedule 4 C (ii) shall be without prejudice to any right or remedy including any right to claim for additional loss.

7. WHAT IS NOT COVERED

- 7.1 The service levels, service guarantees and any compensation payments will not apply if
- (a) the failure by BT is due to the Communications Provider's own network or equipment or any other network or equipment outside the BT Network; or
 - (b) the Communications Provider is in breach of any part of this Contract which relates to the provision of the Service to the relevant Site or in respect of the relevant Service BT suspends the Service or any part of it in accordance with this Contract; or
 - (c) through no fault of its own or because of circumstances beyond its reasonable control, BT is unable to carry out any necessary work at, or gain access to the Site or the Communications Provider fails to agree an appointment date or work is aborted due to the Communications Provider; or
 - (d) the Communications Provider and BT agree a different timescale in writing (which shall include e-mail) for performance of the relevant Service; or
 - (e) reasonable assistance is required or information is reasonably requested by BT within a reasonable timescale from the Communication Provider or the End User or a third party and such assistance or information is not provided; or

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(f) through no fault of its own, BT is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or

(g) the failure is due to a Force Majeure event; or

(h) the failure is due to a planned outage on the Legacy Platform, Emergency Service interruption or Scheduled Outage on EMP ; or

(i) the failure is due to an inaccurate Order being submitted by the Communications Provider and the Communications Provider has been informed by the end of the next Working Day; or

(j) if the fault is not reported in accordance with fault reporting provisions in Schedule 2 (paragraph 4) and the Communications Provider has been informed by the end of the next Working Day; or

(k) if the fault is due to a failure in the public internet

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Schedule 4D

This SLA is applicable to the Cablelink Service. References to the Service under this Schedule 4D mean the Cablelink Service only.

1. INTRODUCTION

- 1.1 This Schedule contains the Service Level Agreement between BT and the Communications Provider for the Service.
- 1.2 BT is committed to a programme of continuous improvement relating to the Service and introduction of Service enhancements from time to time.
- 1.3 To the extent that any service level or service guarantee is reliant on the availability of a Site the service level or service guarantee timescale shall be extended until the Site is available.

2. SERVICE LEVELS

Subject to paragraph 7 of this Schedule 4D:

2.1 Orders

- (a) BT will use reasonable endeavours to acknowledge Orders for the Service and allocate an order number to the Orders by the end of the next Working Day after the placing of the Order.
- (b) Subject to the Communications Provider attending a Site survey within 10 Working Days of the Order being accepted by BT, BT aims to confirm within 14 Working Days after the day the Order is accepted whether the Service can be provided, when the Service will be provided, and the Excess Construction Charges payable by the Communications Provider.

2.2 Repair

- (a) BT will use reasonable endeavours to make the repair service available 24 hours a day, 7 days a week including Bank and Public Holidays in the UK.
- (b) BT will use reasonable endeavours to acknowledge receipt of a fault report from the Communications Provider within one hour.
- (c) BT will use reasonable endeavours to respond within 4 hours of receipt of a fault report, unless agreed otherwise in writing by the Parties.
- (d) If the Service is not restored within the timescales set out in paragraph 3.2 below, BT will use reasonable endeavours to contact the Communications Provider to report the progress being made to restore the Service.

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3. SERVICE GUARANTEES

Subject to paragraph 7 of this Schedule 4D

3.1 Provision

BT will deliver the Service by midnight on the Contractual Delivery Date or the CP Requirement Date, whichever is the later. If BT fails to do this, the Communications Provider shall be entitled to the compensation set out in paragraph 4.1 of this Schedule.

3.2 Repair

BT will restore the Service within 5 hours of the fault being reported in case of a fault with the fibre. If BT fails to do this, the Communications Provider shall be entitled to the compensation set out in paragraph 4.2 of this Schedule.

4. COMPENSATION

4.1 Late Provision

If BT fails to meet the commitment set out in paragraph 3.1 of this Schedule, then the Communications Provider shall be entitled to an amount calculated in accordance with the table below:

Number of Working Days beyond Contractual Delivery Date or CP Requirement Date (whichever is the later)	Amount = Percentage of provision charge for the cable to be credited to the Communications Provider
1-10	5%
11-15	10%
16-20	15%
More than 20	20%

4.2 Late Repair

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) for more than 5 hours after the fault has been reported to BT.

In the event of a reported fault which causes 'total loss of service', the Communications Provider shall be entitled to compensation calculated at the annual rental charge for a Cablelink cable per hour (or part thereof) for each hour over the 5 hours until the fault is rectified up to a maximum of 24 hours (over the 5 hours).

5. LIMIT ON COMPENSATION

5.1 The maximum compensation that a Communications Provider can receive for late provision is an amount equal to 20% of the Connection Charge for the cable and the maximum compensation that a Communications Provider can receive for late repair is an amount equal to 24 hours (over the 5 hours) multiplied by the annual rental charge for the cable.

6. HOW BT WILL PAY COMPENSATION

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- 6.1 Any compensation payable under paragraph 4.1 of this Schedule will be offset against the Connection Charge by BT on the Communications Provider's invoice in respect of the Connection Charge.
- 6.2 Any compensation payable under paragraph 4.2 of this Schedule will be credited by BT on the Communications Provider's invoice for circuit rental for the following year unless the circuit is terminated in which case a specific payment will be made. BT may offset all or part of any such amounts against any outstanding amounts due for the Service which have not been paid by the Communications Provider.

7. WHAT IS NOT COVERED

- 7.1 The service levels, service guarantees and any compensation payments will not apply if
- (a) the failure is due to the Communications Provider's own network or equipment or any other network or equipment outside of BT's control; or
 - (b) the Communications Provider is in breach of any part of this Contract which relates to the provision of the Service to the relevant Site or BT suspends the Service or any part of it in accordance with this Contract; or
 - (c) through no fault of its own or because of circumstances beyond its reasonable control, BT is unable to carry out any necessary work at, or gain access to the licensed space or the Communications Provider fails to agree an appointment date or work is aborted due to the Communications Provider; or
 - (d) the Communications Provider and BT agree a different timescale in writing (which shall include but is not limited to e-mail) for performance of the Service; or
 - (e) reasonable assistance is required or information is reasonably requested by BT within a reasonable timescale from the Communications Provider or the End User or a third party and such assistance or information is not provided; or
 - (f) through no fault of its own, BT is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or
 - (g) the failure is due to a planned outage on the Legacy Platform or Emergency Service interruption; or
 - (h) the failure is due to a Force Majeure event; or
 - (i) the failure is on the cable or its termination within the licensed space; or
 - (j) the failure is due to an inaccurate Order being submitted by the Communications Provider and the Communications Provider has been informed by the end of the next Working Day; or
 - (k) if the fault is not reported in accordance with the fault reporting provisions in Schedule 2 (paragraph 4) and the Communications Provider has been informed by the end of the next Working Day.