



Conditions for Generic Ethernet Access

Schedule 2B – GEA-FTTC Service

1. SERVICE AVAILABILITY

- 1.1 The GEA-FTTC Service will be available at those locations as notified by BT from time to time.
- 1.2 The GEA-FTTC Service will only be available within the locations as notified by BT from time to time to those End Users premises which are served by the base-band voice services provided by means of BT's Wholesale Line Rental ("WLR") or Metallic Path Facilities ("MPF") products at the time of order and during the period that the GEA-FTTC Service is provided. The GEA-FTTC Service will immediately be terminated at a particular End User premises if the WLR or MPF product is terminated to such premises and the Communications Provider shall pay the appropriate charges as set out in the Openreach Price List as further described in the Handbook.
- 1.3 If the Communications Provider wishes to order the GEA-FTTC Service on a line which then currently provides Shared Metallic Path Facilities ("SMPF"), the SMPF service will be terminated as it is not compatible with the GEA-FTTC Service.

2. SERVICE PROVISION

- 2.1 The GEA-FTTC Service is intended to enable the delivery by BT to the Communications Provider of VDSL2+ technology based product variants configured at peak output bandwidth rates offering a prioritised bandwidth element.
- 2.2 The GEA-FTTC Service uses a fibre to the cabinet ("FTTC") network infrastructure architecture to provide connection between:
 - (a) the Communications Provider's equipment installed in a BT Exchange; or
 - (b) the Communications Provider's network;

at a point of handover within the BT exchange and an End User's premises which houses an Active NTE and is served by products delivered by means of BT's copper access Network. Delivery of the GEA-FTTC Service shall be by means of optical fibre cable between a handover frame within the BT exchange and a primary cross-connect cabinet ("PCP") in the BT Network and by means of an existing copper cable between the PCP and the End User premises. For the avoidance of doubt, there is no handover to the Communications Provider at or within the PCP (or any other intermediary point in the BT Network between the BT exchange and the End User premises). The GEA-FTTC Service includes a GEA Cablelink within the BT exchange which is to be ordered at the same time as the GEA-FTTC Service is ordered under the provisions of Schedule 2A. The GEA-FTTC Service terminates at the End User's premises at a Network Termination Point as further described in the Handbook.

- 2.3 The Communications Provider will have the contractual relationship with the End User for the provision of the CP Service and will inform the End User that:
 - (a) the End User will be responsible for providing, at its own expense, a suitable place and conditions for the Active NTE and a continuous mains electricity supply;
 - (b) the CP Service will fail in the event of mains power supply failure;
 - (c) the End User may need to upgrade or deploy new Customer Equipment for use with the CP Service; and
 - (d) the End User must be present during the period that the GEA-FTTC Service is to be provided and activated;
 - (e) to allow for service activation at the time of provision, the End User will experience a period of 'downtime' to all services provided on the chosen line including the base-band voice services referred to in paragraph 1.2 above. No service level guarantees will be payable on those base-band services as a result of this period of 'downtime';

- (f) ADSL and ADSL2+ modems are incompatible with VDSL2 technology and so the End User must agree to disconnect any such modems prior to the GEA-FTTC Service provision to permit installation of a VDSL2 modem.

2.4 BT will be responsible for providing the Communications Provider with:

- (a) access to the Gateway; and
- (b) subject to paragraph 2.4 (a) above, training in the use of the Gateway.

2.5 If as part of its Order installation details the Communications Provider requests provision of the GEA-FTTC Home Wiring Solution, the BT engineer, on agreement with the End User, will provide either:

- (a) an internal data extension kit: or
- (b) an external data extension kit

as further described in the Handbook. Alternatively, the BT engineer may, at BT's discretion, relocate the End User's current NTP provided that it is up to a maximum of one hour's work from the time the BT engineer commences work on arrival at the Site and is undertaken to the extent necessary for engineering and safety reasons.

2.6 The Communications Provider is responsible for compliance with any reasonable instructions notified by BT and the terms of this Contract.

3. ORDER HANDLING

3.1 SERVICE AVAILABILITY

- (a) The Communications Provider acknowledges that the bandwidth deliverable to an End User premises is dependent on a number of factors. The Communications Provider will check the estimated potential GEA-FTTC Service performance prior to submitting an Order using the Manage Line Characteristics ("MLC") dialogue service. Subject to paragraph 5 below, the Communications Provider acknowledges that BT will provide the GEA-FTTC Service only if the MLC dialogue service indicates that a downstream speed of 15Mbit/s or greater may be achieved. If the MLC dialogue service indicated that Service may achieve a downstream speed of 15Mbit/s or higher but the BT engineer is unable to achieve a minimum of 15Mbit/s on test prior to commencing installation work, the service provided immediately prior to the proposed provision will be restored, the Order will be discontinued and the Communications Provider will be informed.
- (b) If the downstream speed on a line falls below 15Mbit/s at any time after a suitable period is allowed for stabilisation following provision of the GEA-FTTC Service, the Communications Provider may report a fault under paragraph 5 below.

3.2 SERVICE PROVISION (INCLUDING MIGRATIONS FROM AN EXISTING GEA PRODUCT)

- (a) The Communications Provider must place Orders using the Gateway and by following the process as notified by BT.
- (b) The Communications Provider may submit a simultaneous provide Order for Service in conjunction with an order for WLR service or MPF service over a single newly provided metallic pair for the base-band voice service. The CDD will be the same date as the delivery date of the WLR or MPF service as further described in the Handbook.
- (c) An Order may be rejected if any information is illegible, inaccurate, incomplete or incorrect or if it is a duplicate Order. An Order may also be rejected for another reason set out by BT in the relevant product documentation. If an Order is rejected, BT will notify the Communications Provider of the reason for the rejection.

- (d) All orders received by BT will be Processed by BT in the order in which they are received.
- (e) If the Communications Provider requires an earlier delivery date than that proposed by BT, the Communications Provider may request BT to expedite the Order. BT will use reasonable endeavours to allocate an earlier appointment. If accepted by the Communications Provider, the revised date will become the CDD and the Communications Provider will be liable to pay the GEA-FTTC expedite charge in addition to the appropriate connection charge. If BT fails to deliver the Service on the revised CDD, the GEA-FTTC expedite charge will not be payable and the provisions of Schedule 4 shall apply.

3.2.1 INSTALLATION BY BT

- (a) BT will provide the GEA-FTTC Service to the Customer on the Contractual Delivery Date. If, on testing the GEA-FTTC Service during the installation process, the downstream speed is found to be less than 15Mbit/s, the line will be restored free of charge to the service provided immediately prior to provisioning and the Communications Provider will be informed. The Communications Provider may place an Order relating to this line under the provisions of paragraph 4.2 below.
- (b) BT will inform the Communications Provider when the GEA-FTTC Service is provided to an End User.
- (c) If requested by the Communications Provider and provided the Communications Provider has delivered its equipment and associated software to the End User Site prior to the date of provision, BT will install such equipment during the appointment for installation of the GEA-FTTC Service at the End User premises as further described in the Handbook. If the Communications Provider fails to deliver its equipment to the End User Site prior to the date of provision, the Communications Provider will reimburse BT for any costs which it has incurred as a result of such failure. BT will also connect End User equipment as further described in the Handbook which was connected to the BT Network immediately prior to provisioning. The Communications Provider agrees to pay the charges specified in the Openreach Price List.

3.2.2 INSTALLATION BY THE COMMUNICATIONS PROVIDER

BT will advise the Communications Provider and other communications providers when this method of provision is available. When it is available, the following provisions will apply.

- (a) If requested by the Communications Provider and agreed by BT, the Communications Provider may install the service specific frontplate to the NTE and the Openreach ONT at the End User premises provided that:
 - (i) the Communications Provider has checked that an NTE5 exists at the End User premises;
 - (ii) the Communications Provider provides the telecommunications service(s) by means of the NTE;
 - (iii) the Communications Provider agrees to install, and installs, a modem which conforms to BT's specifications and which is available either from BT or the manufacturer specified by BT;
 - (iv) the Communications Provider informs BT when the installation work is complete so that BT may conduct tests from the PCP followed by a commissioning test on completion of the installation work.as further described in the Handbook.
- (b) The Communications Provider agrees that it will not:
 - (i) conduct any work on the NTE backplate and will not proceed with the proposed installation if no NTE5 is available; or
 - (ii) disrupt the baseband voice service except with the agreement of the End User.

3.3 CESSATIONS AND CANCELLATION

- (a) If the Communications Provider cancels the GEA-FTTC Service, or any part of it before the line is ready to use, the Communications Provider shall pay cancellation charge as set out in the Openreach Price List from time to time.
- (b) After provision of the GEA-FTTC Service, the Communications Provider may place Orders for cessation by following the process set out in paragraph 3.2 above.

3.4 SURVEYS AND VISITS

- (a) If an appointment is agreed with BT for work at an End User's premises, and BT is unable to carry out the work at, or gain access to, the End User premises or the appointment is broken, then unless it is due to BT's error, BT will charge the Communications Provider the charges set out in the Price List.
- (b) If the Communications Provider has failed to agree with BT an installation appointment date within 15 days from the previously agreed appointment date, BT may, where BT is not at fault, cancel any work at an End User's premises. If BT cancels the request for work at an End User's premises in accordance with this paragraph, the Communications Provider must pay the cancellation charges specified in the Price List.

4. MINIMUM PERIOD OF SERVICE

- 4.1 The minimum period of service for the GEA-FTTC Service to an individual Site is 12 months commencing on the date of provision of the GEA-FTTC Service. If the Communications Provider terminates the GEA-FTTC Service before the end of the minimum period of service other than under clause 2.2(a) or 2.8 of the Conditions, the Communications Provider shall pay BT the rental for the unexpired portion of the minimum period of service in addition to the appropriate Service cessation charge specified from time to time in the Openreach Price List.

5. SERVICE BANDWIDTH RATES

- 5.1 The GEA-FTTC Service offers the rates set out in the Handbook. If:

- (a) the upstream speed falls below that requested by the Communications Provider and BT is unable to resolve the problem, the GEA-FTTC Service may either be:

- (i) converted to a lower published the GEA-FTTC Service upstream speed; or
- (ii) if within 28 days of the GEA-FTTC Service provision, ceased free of charge

or

- (b) the downstream speed falls below 15 Mbit/s within 28 days of the GEA-FTTC Service provision and BT is unable to resolve the problem, the GEA-FTTC Service may either:

- (i) continue to be provided as though the GEA-FTTC Service had been provided under the provisions of paragraph 5.2 below; or
- (ii) be ceased free of charge

at the option of the Communications Provider.

- 5.2 If the MLC dialogue service indicates that the downstream speed is estimated to be below 15 Mbit/s (or if there is no indication of the estimated downstream speed), BT may accept an Order provided that the Communications Provider confirms that it will accept the GEA-FTTC Service on the provisions of this Schedule 2B except that the Communications Provider will not submit a fault report relating to the downstream speed

unless it reasonably considers the line speed to be unstable. If on testing BT identifies that the speed is stable, the fault report will be rejected.

- 5.3 Subject to paragraph 5.2 above, BT will accept broadband speed faults as further described in the Handbook.
- 5.4 After a period of 28 days following installation, the Communications Provider may order Super Fast Access Assure service(s), as more fully described in the Handbook, which will be provided by BT at a charge advised to the Communications Provider. The Communications Provider accepts and will ensure that the End User accepts that such service(s) may not resolve the issue encountered by the End User.

6. BT LIAISON WITH END USERS

- 6.1 As part of providing the GEA-FTTC Service under this Contract, BT may need to contact End Users 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) where the Communications Provider has requested BT to contact the End User directly; or
 - (c) where necessary in relation to all appointments, changes to appointments and access arrangements with the End User for engineering visits; or
 - (d) to assist with provision of the GEA-FTTC Service and/or maintenance or repair as appropriate; or
 - (e) where it is necessary for the performance of this Contract.

BT may explain the respective roles and obligations of BT and the Communications Provider in relation to the provision of the GEA-FTTC Service and the CP Service to End Users. In these circumstances, BT will comply with any regulatory obligation or agreed code relating to its conduct in communications with End Users.

- 6.2 Without BT's prior consent, the Communications Provider must not publish or give to any End User contact details for the BT's nominated contacts or other BT personnel.
- 6.3 Nothing in this clause covers communications between BT and End Users for any other purposes.

7. SERVICE ASSURANCE AND PROBLEM MANAGEMENT

- 7.1 The Gateway interface provides a fault placement and tracking system to the Communications Provider. The Communications Provider must use the Gateway interface to test and report all faults with the GEA-FTTC Service and to request an update on the reported faults. The Communications Provider may contact the CMC during those hours as notified by BT:
- (a) once the fault is registered on the fault reporting system; and/or
 - (b) if the fault reporting system is unavailable.
- 7.2 BT will only accept fault reports direct from the Communications Provider. BT will not accept fault reports directly from End Users. BT will charge the charges set out in the Price List if it carries out a Site visit and the fault is not attributable to the BT Network. These charges will not be made if the Site visit request was due to an incorrect fault diagnosis on the line testing system.
- 7.3 The Communications Provider acknowledges that if there is a fault on the baseband voice service, it may be necessary for BT to disrupt the GEA-FTTC Service in order to repair the fault. BT will endeavour to minimise such disruption as far as reasonably practicable.

8. SERVICE CONSTRAINTS

- 8.1 The Communications Provider acknowledges and accepts the following non exhaustive list of technical limits relating to the GEA-FTTC Service:
- (a) that some technical limitations within the BT Network may not become apparent until after the GEA-FTTC Service has been installed and working for some time. In such circumstances, the GEA-FTTC Service for some individual End Users may need to be withdrawn in which case BT will provide as much notice to the Communications Provider as is reasonably practical of such withdrawal and rebate any charges paid in advance by the Communications Provider;
 - (b) there are certain BT services that are incompatible with the GEA-FTTC Service. These incompatible BT services are specified in the Handbook;
- 8.2 The Communications Provider acknowledges that certain services will not be available with the GEA-FTTC Service.
- 8.3 There may be technical limitations that inhibit the installation of the GEA-FTTC Service. The Communications Provider acknowledges that in all cases the provision of the GEA-FTTC Service may be subject to a survey or engineering visit. Following the survey or engineering visit, BT will advise the Communications Provider of any limitations affecting the provision of the GEA-FTTC Service in individual circumstances and where this is the case, BT will notify the Communications Provider and close the installation Order.
- 8.4 If there is a technical limitation relating to the GEA-FTTC Service as detailed in paragraph 8.3, BT will have no liability to the Communications Provider relating to the provision of the GEA-FTTC Service (or BT's inability to provide the GEA-FTTC Service), the performance of the GEA-FTTC Service, its effect on other services or equipment or the withdrawal of the GEA-FTTC Service.

9. DIALOGUE AND PRE-VALIDATION SERVICES

- 9.1 BT provides a range of services known as Dialogue Services and Pre-validation Services. These services provide information about the set up of the network services at a particular premise. The information is provided to any service provider requesting it.
- 9.2 BT will disclose the information required by the Dialogue Services and Pre-validation Services to any service provider who requests it.
- 9.3 The Communications Provider agrees that it will only request information in relation to a particular premises under the Dialogue Services and Pre-validation Services if the Communications Provider has obtained the consent of the end user at those premises for BT to provide the information requested. The Communications Provider will indemnify BT against all loss, damages, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against BT where the Communications Provider is in breach of this paragraph 9.3. The limitations and exclusions of liability contained in clause 13 of the Conditions do not apply to this indemnity. Any liability arising out of this paragraph 9.3 is limited to £1 million for any one event or series of connected events and £2 million for all events (connected or unconnected) in any period of 12 calendar months. BT shall have a duty to mitigate its loss in the circumstances covered by this indemnity.