



Conditions for Fibre Integrated Reception System Service Schedule 1 – Definitions

1. DEFINITIONS

1.1 In this Contract:

“**Abortive Visit Charge**” means the charge specified in the Openreach Price List;

“**Authorised Users**” means those persons authorised by the Customer in writing to BT to gain access to the Gateway;

“**BT**” means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ registered in England No. 1800000;

“**BT Corporate Marks**” means the registered or unregistered trade marks and service marks, house marks and marks of ownership, trading names, brand names, domain names, distinctive colour schemes, devices, styles, emblems and other manifestations associated with BT including the logotype comprising the letters BT and the piper device and/or the letters BT and the connected world device and/or any elements of these marks;

“**BT Equipment**” means equipment (including any software) placed by BT at a Site to provide the Service;

“**BT Exchange**” means an exchange from which BT provides the Service to the Customer;

“**BT Network**” means BT’s public electronic communications network;

“**BT Website**” means the website located at URL <http://www.openreach.co.uk/orgg/home/home.do> or such other website or URL as BT may notify the Customer from time to time;

“**CDD**” or “**Contractual Delivery Date**” the date when Service is to be commissioned by BT or such later date as may be agreed in writing by BT and the Customer under Schedule 3 or such other reasonable later date as may be notified in writing by BT to the Customer;

“**CMC**” means the Customer Management Centre nominated by BT;

“**Connection Charge**” is the sum payable by the Customer in accordance with the Openreach Price List for provisioning of the Service;

“**Contract**” means the Conditions, Schedule 1, Schedule 2, Schedule 3, Schedule 4, the relevant sections of the Openreach Price List, the Contract Form and the Order;

“**Contract Form**” means the form signed by the Customer and BT to enter into this Contract;

“**Customer**” means the person who signs this Contract with BT and is a person who provides the Customer Service by means of the Service;

“**Customer Requirement Date**” is the date the Customer requests the Service should be installed and commissioned by BT and be available for use;

“**Customer Service**” means the service provided to the End User by the Customer;

“**Customer Service Plan**” means a document containing details of the contacts for the support of the Service;

“**End User(s)**” means a third party taking the Customer Service;

“**Force Majeure**” means a matter beyond a party’s reasonable control including, but not limited to, act of God, lightning, flood, exceptionally severe weather, subsidence, fire, explosion, war, civil disorder, national or local emergency, statutory obligation, industrial disputes (including industrial disputes involving that party’s own



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employees provided that such party has taken all reasonable steps to prevent and or resolve such industrial disputes from arising), acts or omissions of local or of central government or of other competent authorities or of persons for whom a party is not responsible or any other cause whether similar or dissimilar outside its reasonable control;

“Forecast” means the forecast to be provided by the Communications provider to BT as detailed in Schedule 3;

“Forecast Period” means the period of three calendar months for which a Forecast is provided;

“Forecasting Manual” means the *Fibre Integrated Reception System Service Forecasting Manual* containing information relating to provision of forecasts of Orders for the Service as may be amended from time to time. The *Fibre Integrated Reception System Service Forecasting Manual* is available on the BT Website;

“Gateway” means the BT electronic gateway, used for all ordering as described in the Handbook;

“Group Company” means any direct or indirect subsidiary or any direct or indirect holding company or any such subsidiary of any such holding company or any such holding company of such subsidiary, “subsidiary” and “holding company” having the meanings defined in Section 736 of the Companies Act 1985 as amended by the Companies Act 1989;

“Handbook” means the appropriate Fibre IRS product handbook as may be amended from time to time containing information relating to the Service. The Handbook is available on the BT Website;

“Hull Area” means the area defined as the ‘Licensed Area’ in the licence granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communications (Hull) plc;

“Intellectual Property Rights” means any patent, petty patent, copyright, design right, community design right, database right, semiconductor topography right, registered design, rights in know-how, or any similar right in any part of the world and shall include any application for the registration of any patents or registered designs or similar rights capable of registration in any part of the world;

“NTE” means network terminating equipment;

“Ofcom” means the Office of Communications or its competent successor body or authority;

“Openreach Price List” means the document containing a list of BT’s charges and terms that apply to the Service and which can be seen at <http://www.openreach.co.uk/orpg/downloads/docs/> (or any other on-line address that BT may advise the Customer);

“Operational Effective Date” means the relevant date when the Service is installed and commissioned by BT and the Customer is notified that it is available and ready to use;

“Order” means an order for the Service received from the Customer in accordance with the Handbook;

“Service” means the Service as described in Schedule 2, the SIN and the relevant parts of the Handbook;

“Serving Area” means an area, or areas, as may be amended by BT from time to time, where the Service is potentially available, being defined by a set of postcodes (within a BT exchange area) as published from time to time on the BT Website;

“SIN” means the Suppliers’ Information Notes used by BT to publish the technical descriptions of the Service;

“Site” means a place at which BT agrees to provide the Service;

“Territory” means United Kingdom but not including the Hull Area;



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“**User Guide(s)**” means the documents available to the Customer via the BT Web Site giving instructions on how to use the Gateway and/or eCo Repair;

“**Working Day**” means any day other than Saturdays, Sundays, public or bank holidays in the United Kingdom.