



Conditions for Fibre Integrated Reception System Service Schedule 2 –Service

1. SERVICE DESCRIPTION

- 1.1 Fibre Integrated Reception System (“FIRS”) uses a fibre to the premises (“FTTP”) network delivery mechanism to provide a one-way high capacity digital television and radio broadcast distribution supply from a central reception point to End Users’ premises.
- 1.2 The Customer will have the contractual relationship with the End User including the provision of digital television and radio broadcast services by means of the Service.
- 1.3 BT will be responsible for providing the Customer with:
- (a) access to the Gateway and/or portal facility; and
 - (b) training in the use of the Gateway and/or portal facility as appropriate by provision of on-line information;
- as more fully described in the Handbook.
- 1.4 The Customer is responsible for:
- (a) compliance with any instructions contained in the Handbook, the SIN, the relevant User Guides and the terms of this Contract; and
 - (b) the acts or omissions of its Authorised Users in connection with the Gateway and/or any other alternative process set out in the Handbook.
- 1.5 BT may from time to time wish to introduce enhancements or improvements to the Gateway’s operational systems and/or functionality and may invite the Customer (but without obligations on the Customer) to co-operate in the development of the enhancements or improvements without any undertaking by, or obligation on BT that the development will be, or will become, commercially available or that the proposed enhancement or improvement will perform satisfactorily during development.

2. ORDER HANDLING

2.1 SERVICE PROVISION

- (a) The Customer (or a person nominated by the Customer for this purpose) shall notify BT when it wishes the Service to be commissioned at particular End User premises by following the process set out in the Handbook.
- (b) BT will inform the Customer when Service is available to an End User premises.

2.2 SURVEYS AND VISITS

- (a) Where 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’s premises or the appointment is broken, then unless it is due to BT’s error, BT will charge the Customer the charges as set out in the Openreach Price List.

3. SERVICE ASSURANCE AND PROBLEM MANAGEMENT

- 3.1 The Gateway interface provides a fault placement and tracking system to the Customer as detailed in the Handbook. The Customer must use the Gateway interface to test and report all faults with the Service and to request an update on the reported faults. The CMC may be contacted by the Customer:



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- (a) once the fault has been registered via the Gateway interface and the fault has not been resolved within a reasonable period; and/or
 - (b) if the Customer has not been able to test or report using the Gateway interface due to the unavailability of the Gateway interface.
- 3.2 BT will only accept fault reports direct from the Customer. BT will not accept faults directly from End Users. If the fault is not attributable to the BT Network or the BT Equipment BT will charge an Abortive Visit Charge for any site visit.
- 3.3 BT shall use reasonable endeavours to ensure that all faults will be dealt with in accordance with the timescales specified in Schedule 4 and the Customer can check the progress of the fault reports using the Gateway interface.

4. SERVICE CONSTRAINTS

- 4.1 The Service is available only in Serving Areas.
- 4.2 The Customer acknowledges and accepts the following non exhaustive list of technical limits relating to the Service:
- (a) that some technical limitations within the BT Network may not become apparent until after the Service has been installed and working for some time. In such circumstances, the Service for some individual End Users may need to be withdrawn in which case BT will provide as much notice to the Customer as is reasonably practical of such withdrawal and rebate any charges in relation to the Service withdrawn which have been paid in advance by the Customer;
 - (b) the performance of some customer premises equipment may be affected by the Service.
- 4.3 The Customer acknowledges that certain services (as detailed in the Handbook) will not be available with the Service.
- 4.4 There may be technical or geographical limitations that inhibit the provision of the Service. The Customer acknowledges that the provision of the Service may be subject to a survey and/or feasibility check. Following the survey or feasibility check, BT will advise the Customer of any limitations affecting the provision of the Service in individual circumstances and where this is the case, BT will notify the Customer and cease the Order.
- 4.5 If there is a technical or geographical limitation relating to the Service as detailed in paragraph 4.3, BT will have no liability to the Customer relating to the provision of the Service (or BT's inability to provide the Service), the performance of the Service, its effect on other services or equipment or the withdrawal of the Service.

5. DIALOGUE AND PRE-VALIDATION SERVICES

- 5.1 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 premises. The information is provided to any service provider requesting it.
- 5.2 BT will disclose the information required by the Dialogue Services and Pre-validation Services to any service provider who requests it.
- 5.3 The Customer agrees that it will only request information in relation to a particular premises under the Dialogue Services and Pre-validation Services if the Customer has obtained the consent of the end user at those premises for BT to provide the information requested. The Customer 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



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or threatened against BT where the Customer is in breach of this paragraph 5.3. The limitations and exclusions of liability contained in clause 13 of the Conditions do not apply to this indemnity.