

1. SERVICE ASSURANCE AND PROBLEM MANAGEMENT

- 1.1 The Gateway interface provides a fault placement and tracking system to the Communications Provider as set out in the GEA-FTTC VDSL and Gfast product descriptions, the GEA-FTTC VDSL and Gfast business process documents, the GEA-FTTP product description and the GEA-FTTP business process document. The Communications Provider must use the Gateway interface to test and report all faults with the GEA-FTTC and GEA-FTTP Service(s) and to request an update on the reported faults. The Communications Provider may contact the CMC during those hours as described in the Customer Service Plan:
- (a) once the fault is registered on the fault reporting system; and/or
 - (b) if the fault reporting system is unavailable.
- 1.2 BT will only accept fault reports direct from the Communications Provider. BT will not accept fault reports directly from End Customers. BT will apply the charges set out in the Openreach 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.
- 1.3 The Communications Provider acknowledges that if there is a fault on the underlying copper access product, 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.
- 1.4 BT will not accept fault reports on individual GEA Cablelink. The Communications Provider will place faults on the affected GEA-FTTC, or GEA-FTTP Service.
- 1.5 The GEA-FTTC VDSL product description and the GEA-FTTC VDSL business process document referred to in this Schedule 4 are available on the BT Website at:
- <http://www.openreach.co.uk/orpg/home/products/super-fastfibreach/fibretothecabinet/fttc.do>
- _____ The GEA-FTTC Gfast product description and the GEA FTTC Gfast business process document referred to in Schedule 2B are available on the BT Website at:
- 1.6 The GEA-FTTP product description and the GEA-FTTP business process document referred to in this Schedule 4 are available on the BT Website at:
- <http://www.openreach.co.uk/orpg/home/products/super-fastfibreach/fibretothepremises/fttp.do>

2. SERVICE CONSTRAINTS

- 2.1 The Service is available only in Serving Areas.
- 2.2 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 Service has been installed and working for some time. In such circumstances, the Service for some individual End Customers 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 the Communications Provider will be entitled to a refund of connection, rental and cease charges as set out in the Openreach Price List
 - (b) there are certain BT services that are incompatible with the Service. These incompatible BT services are set out in the GEA-FTTC product description and GEA-FTTC product description.;
 - (c) the performance of some customer premises equipment may be affected by the Service.

2.3 If there is a technical limitation relating to the Service as detailed in paragraph 2.2, BT will have no liability to the Communications Provider 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.

3. DIALOGUE AND PRE-VALIDATION SERVICES

3.1 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.

3.2 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 Customer for BT to provide the information requested.

4. Service Tools

4.1 BT may, at its own discretion, from time to time provide reporting tools relating to the Service. The reporting tools may include, but are not limited to, the Order and Fault Tracker services.

4.2 The provision of the Order and Fault Tracker will be set out in GEA-FTTC product description and GEA-FTTP product description.

4.3 If the Communications Provider exceeds the reasonable over-usage policy of the Order and Fault Tracker, as defined in the GEA-FTTC product description and GEA-FTTP product description. BT will charge the Communications Provider the Transaction Charge as set out in the Openreach Price List.

4.4 It is technically impracticable to provide fault free access to and use of the Order and Fault Tracker and BT does not undertake to do so. The Communications Provider agrees that the Order and Fault Tracker shall be specifically subject to the service limitations inherent to the World Wide Web and that BT cannot guarantee that the Order and Fault Tracker will be available and transmitted uninterrupted or error free.

4.5 If the Communications Provider exceeds the excessive over-usage policy of the Order and Fault Tracker, as defined in the GEA-FTTC product description and GEA-FTTP product description, access to the Order and Fault Tracker may be suspended temporarily and without notice in circumstances of system failure, maintenance or repair or for any reason beyond the control of BT.

4.6 Whilst BT shall use its reasonable endeavours to ensure that the Order and Fault Tracker is normally available at the times set out in the GEA-FTTC VDSL and GEA-FTTC Gfast product descriptions and GEA-FTTP product description, BT will not be liable if for any reason either of the Order and Fault Tracker is unavailable at any time or for any period.

4.7 BT shall use its reasonable endeavours to ensure that the contents of Order and Fault Tracker are correct and complete. However, BT makes no representations or warranties as to the accuracy of the contents of the Order and Fault Tracker including, without limitation, any representation or warranty as to quality, accuracy, completeness or fitness for any particular purpose of such content.

4.8 The Communications Provider acknowledges and agrees that any data available in the Order and Fault Tracker is only available for the information purposes for which it is provided and the Communications Provider has no right to use the data in any other way.

4.9 The Communications Provider agrees that it will not claim compensation under the Contract in relation to the information or its provision in the Order and Fault Tracker reports.

4.10 BT retains the right to suspend, modify, remove and/or to add to the Order and Fault Tracker at its sole discretion with immediate effect and without notice and BT will not be liable to the Communications Provider for any such action in relation to this clause 4.