



Conditions for Generic Ethernet Access Service

Schedule 2C – GEA-FTTP Service

1. SERVICE AVAILABILITY

- 1.1 Subject to paragraph 1.2 below, the GEA-FTTP Service and the FTTP on Demand service option will be available at those locations as notified by BT from time to time on the BT Website.
- 1.2 FTTP on Demand service option is not available at premises classified as:
- Non Served Premises;
 - MOU; or
 - MDU.
- 1.3 The GEA-FTTP product description and the GEA-FTTP business process document referred to in this Schedule 2C are Ancillary Documents and are available on the BT Website at:

<http://www.openreach.co.uk/org/home/products/super-fastfibreaccess/fibretothepremises/fttp.do>

2. SERVICE PROVISION

- 2.1 The GEA-FTTP Service uses a fibre to the premises network delivery (“FTTP”) mechanism to provide connection between the Communications Provider’s equipment installed in the relevant BT Exchange and an End Customer’s premises which houses an ONT device. The GEA-FTTP product variant extends from a handover frame within the BT Exchange to the Ethernet port on the ONT at the End Customer’s premises. The GEA-FTTP product includes a GEA Cablelink within the BT exchange which is required to be in place in advance of the GEA-FTTP Service being ordered under the provisions of Schedule 2A.
- 2.2 Subject to paragraph 1 above, GEA-FTTP Service is deployed in accordance with the following:
- 2.2.1 the GEA-FTTP product variant at Brownfield locations is deployed using an overlay fibre infrastructure to sites which have existing BT Network infrastructure as set out in the GEA-FTTP product description and the GEA-FTTP business process Ancillary Documents;
 - 2.2.2 the GEA-FTTP product variant at Brownfield and Greenfield locations enables the delivery by BT to the Communications Provider via a Data Port Product (“DP”) which provides a two-way data channel at data speeds as set out in the GEA-FTTP product description and the GEA-FTTP business process Ancillary Documents over a single VLAN so that the Communications Provider may provide data service(s) to an End Customer; and
 - 2.2.3 the FTTP on Demand product involves the extending of our fibre network upon acceptance of an Order using an overlay fibre infrastructure to a Site where that Site is served by an existing GEA-FTTC enabled cabinet as set out in the GEA-FTTP product description.
- 2.3 The Communications Provider agrees to make the necessary arrangements so that the reseller or End Customer is aware that:
- the End Customer will be responsible for providing, at its own expense, a suitable place and conditions for the Active NTE and a continuous mains electricity supply;
 - the CP Service will fail in the event of mains power supply failure;
 - the End Customer may need to upgrade existing or install new Communications Provider equipment for use with the CP Service; and

- (d) the End Customer must be present at the Site during the period that the GEA-FTTP Service is to be provided and activated;
- (e) the End Customer must not tamper with, or attempt to move, the ONT or associated wiring; if the End Customer wishes the ONT to be moved from its installed location, the End Customer must contact the Communications Provider.

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

- (a) access to the Gateway; and
- (b) training in the use of the Gateway by provision of on-line information;

as set out in the GEA-FTTP product description and the GEA-FTTP business process Ancillary Documents.

3. ORDER HANDLING

Service Provision (including migrations and re-grades for an existing GEA product)

3.1 The Communications Provider must place Orders by following the process set out in the GEA-FTTP product description.

3.2 An Order may be rejected if:

- (a) there is service or services which are incompatible with the Service;
- (b) the Communications Provider has cancelled its own Order;
- (c) any information is inaccurate, incomplete or incorrect or if it is a duplicate Order;
- (d) where there is insufficient capacity to fulfil the Order

If an Order is rejected, BT will notify the Communications Provider of the reason for the rejection. BT reserves the right to charge a 'Cancel/Amend/Modify' charge (as set out in the Openreach Price List) in relation to any rejected Order providing such rejection is not caused by a failure by BT.

3.3 All orders received by BT will be Processed by BT in the order in which they are received.

3.4 The Communications Provider may:

- a) except as set out in paragraph 3.4(b) below, place Orders for re-grading to a higher or lower bandwidth variant of the Service;
- b) for FTTP on Demand, place Orders for re-grading to a lower bandwidth GEA-FTTP service option at the end of the relevant minimum period of service;

by following the process set out in paragraph 3.1 above.

3.5 The Communications Provider shall be charged a service modification charge and rental charges for such re-grade. The charges for this work are as set out in the Openreach Price List.

3.6 The Communications Provider shall be charged the rental (as set out in the Openreach Price List) for the new variant of the Service from the CCD of the new variant.

3.7 BT reserves the right to hold or reject a GEA-FTTP on Demand Order if demand for FTTP on Demand exceeds capacity based on resource availability to plan and build the fibre network to the premise.

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- 3.8 Upon receipt of an Order for GEA-FTTP on Demand BT will provide an initial non-binding estimate of the build charges (“Estimated Build Charges”). If the Communications Provider still wants to proceed with the Order then it must notify BT in writing within twenty (20) Working Days of the date BT provides the Estimated Build Charges (“CP Estimate Acceptance”). Upon receipt of the CP Estimate Acceptance then, in most cases, BT will need to conduct a survey to determine the actual and final build charges.

BT will confirm the final charges for the build once it has conducted the survey or, if no survey is required, separately and in writing to the Communications Provider (“Final Build Charges”). The Final Build Charges will remain valid for a maximum period of thirty (30) Working Days from the date they are provided by BT to the Communications Provider. The Communications Provider must provide notice to BT within thirty (30) Working Days of the date BT provides details of the Final Build Charges if it accepts the Final Build Charges and wants to proceed with the Order (“CP Final Build Acceptance”).

If the Communications Provider fails to notify BT within twenty (20) Working Days of receipt of the Estimated Build Charges or within thirty (30) Working days of the Final Build Charges that it wants to proceed with the Order then BT will cancel the Order and for those Orders the subject of a CP Estimate Acceptance the Communications Provider will be liable to pay the survey charges if one was conducted by BT.

Cessation and Cancellation

- 3.9 If the Communications Provider cancels the GEA-FTTP Service or any part of it before 18:00 on the Working Day before the CCD, or after that time, the Communications Provider shall pay for work done by BT and/or work which cannot be prevented from being done by BT at the point of cancellation. BT will take reasonable steps to mitigate the amount of such costs and expense. In the event that the Communications Provider requires the order for GEA-FTTP Service cancelled after 18:00 on the Working Day before the CCD, the Communications Provider shall be liable for the cancellation charge and in the event that the engineer visits the End Customer premises, will also be liable for the Abortive Visit Charge as set out in the Openreach Price List.
- 3.10 If the Communications Provider cancels the GEA-FTTP on Demand service option before 18:00 on the Working Day before the CCD, the Communications Provider shall pay the cancellation charge. If the Communications Provider cancels the FTTP on Demand service option after 18:00 on the Working Day before the CCD, the Communications Provider will pay the cancellation charge and in the event that the engineer visits the End Customer premises, will also be liable for the Abortive Visit Charge as set out in the Openreach Price List. The Communications Provider will be liable to pay the Final Build Charges where it has sent or communicated CP Final Build Acceptance.
- 3.11 After provision of the GEA-FTTP Service, the Communications Provider may place orders for cessation by following the process set out in the GEA-FTTP product description and the GEA-FTTP business process Ancillary Documents. If the GEA-FTTP Service is provided with an FVA Service, then:
- (a) if the Communications Provider ceases the FVA Service provided in accordance with Schedule 2E, and the associated GEA-FTTP Service is retained, BT will charge the relevant GEA-FTTP rental charge, in accordance with the Openreach Price List; or
 - (b) If the Communications Provider ceases the GEA-FTTP Service provided in accordance with this Schedule 2C, and the associated FVA Service is retained, the FVA Service will continue to be provided in accordance with Schedule 2E.

Surveys and Visits

- 3.12 (a) In the case of the GEA-FTTP product an engineering visit or a Site survey (or both) will normally be necessary if new duct and fibre build work is required to provide the Service. The charges for Excess Construction Charges work will be payable as set out in the Openreach Price List. Charges for a Site survey will not be payable as part of the Excess Construction Charges if the Communications Provider cancels an Order before the Order has been confirmed by BT (“KC12”). After the Order has been confirmed by BT (“KC12”), the Communications Provider shall be liable to pay the charges for a Site survey and Excess Construction Charges work.

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(b) GEA-FTTP on Demand will in most cases require a Site survey the charges for which will be payable by the Communications Provider once it provides as set out in paragraph 3.8 above the CP Estimate Acceptance.

- 3.13 In the case of GEA-FTTP if a Site survey and/or engineering visit is required, the Service may not be provided in the periods specified in Schedule 4 and a date for provision of the Service will be notified to the Communications Provider following completion of the Site survey. In the case of GEA-FTTP on Demand the Service will not be provided in the periods specified in Schedule 4 and a date for provision of the Service will be notified to the Communications Provider following completion of the fibre build work.
- 3.14 If an installation or repair appointment is agreed with BT for work at the Site and BT is unable to carry out the work at, or gain access to, the Site due to an act or omission by the Communications Provider or End Customer or the appointment is broken by the Communications Provider or End Customer, BT may charge the Communications Provider an Abortive Visit Charge set out in the Openreach Price List. If such a failure is due to an event which is classified as a non-chargeable incomplete reason code as set out in the 'EMP Response Codes' document published on the BT Website then no Abortive Visit Charge will apply.

4. MINIMUM PERIOD OF SERVICE

- 4.1 The minimum period of service for GEA-FTTP and GEA-FTTP on Demand to an individual Site is 12 months commencing on the date of provision of the Service.
- 4.2 If the Communications Provider terminates the GEA-FTTP Service or GEA-FTTP on Demand 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.

5. SERVICE ASSURANCE AND PROBLEM MANAGEMENT

The GEA-FTTP Service and GEA-FTTP on Demand Service will be maintained in accordance with Schedule 5.