



Redcare Secure Service Schedule to the Conditions for Redcare Alarm Monitoring Services

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Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Interpretation

Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

Any time a Party’s right or obligation is expressed as one that they “may” exercise or perform, the option to exercise or perform that right or obligation will be in that Party’s sole discretion.

Any reference to specific legislation or regulation in the Contract includes that legislation or regulation as amended, replaced or extended.

Part A – The Redcare Secure Service

1 Service Summary

BT will provide the Customer with a service that provides for the transmission of alarm signals, via a monitored alarm signalling network, from an Alarm Signalling Device at End Customers’ Sites, within a Served Area, to the Monitoring Equipment at the Customer’s alarm receiving centre (“**ARC**”) to enable the Customer to provide an alarm monitoring service to End Customers, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 (the “**Redcare Secure Service**”).

2 Standard Service Components

BT will provide the Customer with all the following standard service components (“**Standard Service Components**”) in accordance with the details as set out in any applicable Order:

2.1 ARC Connection Components

2.1.1 If BT has not previously done so, BT will provide the Customer with:

- (a) if required, a router to enable the Customer to connect to the BT Network and this will be BT Equipment;
- (b) BT Redcare Gateway Software;
- (c) connectivity from the ARC to the Enterprise Service Platform; and
- (d) access to the Electronic Trading System to enable the Customer to place orders for the Service Options.

2.2 Support for the ARC Connection Components

- 2.2.1 BT will provide the Customer with 24x7x365 free access to the Service Desk. The Service Desk will provide the Customer with telephone support.
- 2.2.2 Where an Incident is not resolved through the telephone support provided by the Service Desk, the Customer can request a visit to the Customer’s Site by a BT engineer. The Site visit is at the discretion of BT and BT may charge the Customer for the Site visit depending on the nature of the Incident.

3 Service Options

- 3.1 BT will provide the Customer with any of the following options (“**Service Options**”) as set out in any applicable Order and in accordance with the details as set out in that Order:

3.1.1 Secure 2 Service

- (a) The Secure 2 Service is a dual path wireless and PSTN monitored and secure alarm signalling service.
- (b) The Secure 2 Service transmits alarm signals via two alarm signalling paths:
 - (i) primary path – wireless communication path via the 2G/3G network; and
 - (ii) secondary path - fixed/landline communication path utilising a freephone (0800) PSTN call.

- (c) BT will provide the Customer with an Alarm Signalling Device, as set out in any applicable Order, that will, at BT's discretion, include an integral UK roaming SIM Card that will use any of the main UK and main Channel Islands mobile networks or an integral UK single network SIM Card.
- (d) In the event of a fault to the primary path, the alarm signals will be transmitted by the secondary path.
- (e) The Secure 2 Service will monitor both the primary and secondary paths which will be polled at intervals as BT deems appropriate from time to time.
- (f) The Secure 2 Service will report any loss of alarm signalling paths to the ARC.

3.1.2 Secure 3 Service

The Secure 3 Service is the same as the Secure 2 Service but with increased monitoring of the signalling path(s) and faster reporting of a failure in the signalling path(s).

3.1.3 Secure IP Service (From 18:00 on 30 May 2019 the Secure IP Service will be withdrawn from new supply and will only be available as an upgrade from the Secure Solo Service, the Secure 2 Service, and the Secure 3 Service)

- (a) The Secure IP Service is a dual path IP and wireless monitored and secure alarm signalling service.
- (b) The Secure IP Service transmits alarm signals via two alarm signalling paths:
 - (i) primary path – IP path utilising the End Customer's Broadband Service; and
 - (ii) secondary path - wireless communication path via the 2G/3G network.
- (c) BT will provide the Customer with an Alarm Signalling Device, as set out in any applicable Order, that will, at BT's discretion, include an integral UK roaming SIM Card that will use any of the main UK and main Channel Islands mobile networks or an integral UK single network SIM Card.
- (d) In the event of a fault to the primary path, the alarm signals will be transmitted by the secondary path.
- (e) The Secure IP Service will monitor both the primary and secondary paths which will be polled regularly.
- (f) The Secure IP Service will report any loss of alarm signalling paths to the ARC.
- (g) If the secondary path is the only path available on the Secure IP Service, it will perform using the primary path reporting and polling times.

3.1.4 Secure Solo Service (From 18:00 on 30 May 2019 the Secure Solo Service will be withdrawn from new supply and will only be available as a downgrade from the Secure 2 Service, Secure 3 Service or the Secure Fire Service)

- (a) The Secure Solo Service is a wireless only monitored and secure alarm signalling service.
- (b) The Secure Solo Service will transmit alarm signals via the 2G/3G network.
- (c) BT will provide the Customer with an Alarm Signalling Device, as set out in any applicable Order, that will include an integral UK roaming SIM Card that will use any of the main UK and main Channel Islands mobile networks.
- (d) The Secure Solo Service will monitor network connectivity by regular polling of the Alarm Signalling Device.
- (e) The Secure Solo Service will report loss of connectivity from the Alarm Signalling Device to the ARC.
- (f) If the Customer downgrades from the Secure Fire Service to the Secure Solo Service, the Secure Solo Service will not meet the requirements of the relevant alarm signalling fire standards.

3.1.5 Secure Fire Service

- (a) The Secure Fire Service is a dual path wireless and PSTN monitored and secure alarm signalling service.
- (b) The Secure Fire Service transmits alarm signals via two alarm signalling paths:
 - (i) primary path – wireless communication path via the 2G/3G network; and
 - (ii) secondary path – fixed/landline communication utilising a freephone (0800) PSTN call.
- (c) BT will provide the Customer with an Alarm Signalling Device, as set out in any applicable Order, that will include an integral UK roaming SIM Card that will use any of the main UK and main Channel Islands mobile networks.
- (d) In the event of a fault to the primary path, the alarm signals will be transmitted by the secondary path.
- (e) The Secure Fire Service will monitor both the primary and secondary paths which will be polled at intervals as BT deems appropriate from time to time.
- (f) The Secure Fire Service will report any loss of alarm signalling paths to the ARC.

3.1.6 Secure Fire IP Service (From 18:00 on 30 May 2019 the Secure Fire IP Service will be withdrawn from new supply and will only be available as an upgrade from the Secure Fire Service)

- (a) The Secure Fire IP Service is a dual path IP and wireless monitored and secure alarm signalling service.
- (b) The Secure Fire IP Service transmits alarm signals via two alarm signalling paths:
 - (i) primary path – IP path utilising the End Customer’s Broadband Service; and
 - (ii) secondary path - wireless communication path via the 2G/3G network.
- (c) BT will provide the Customer with an Alarm Signalling Device, as set out in any applicable Order, that will include an integral UK roaming SIM Card that will use any of the main UK and main Channel Islands mobile networks.
- (d) In the event of a fault to the primary path, the alarm signals will be transmitted by the secondary path.
- (e) The Secure Fire IP Service will monitor both the primary and secondary paths which will be polled regularly.
- (f) The Secure Fire IP Service will report any loss of alarm signalling paths to the ARC.
- (g) If the secondary path is the only path available on the Secure Fire IP Service, it will perform using the primary path reporting and polling times.

3.2 Support for the Service Options

In respect of all of the Service Options set out above, BT will provide the Customer with the following support:

3.2.1 24x7x365 free access to the Service Desk.

3.2.2 The Service Desk will provide the Customer with telephone support.

3.2.3 Where an Incident is not resolved through the telephone support provided by the Service Desk, the Customer can request an End Customer Site visit by a BT engineer. This End Customer Site visit is at the discretion of BT and BT may charge the Customer for the End Customer Site visit depending on the nature of the Incident.

3.3 All of the Service Options will only be available in the Served Area.

4 Service Management Boundary

4.1 BT will provide and manage the Redcare Secure Service in accordance with Parts A and B of this Schedule and as set out in any applicable Order up to the router provided by BT that enables the Customer to connect to the Redcare Secure Service and that is located in the Customer’s ARC (“**Service Management Boundary**”).

4.2 BT will have no responsibility for the Redcare Secure Service outside the Service Management Boundary.

4.3 BT will be responsible for the BT Redcare Gateway Software.

4.4 The 2G/3G Service is not available in all parts of the United Kingdom and Channel Islands.

4.5 The 2G/3G Service is not fault free and may be impaired by poor or fluctuating mobile signal strength or temporary interference with the mobile signal at an End Customer’s Site, local, geographical, topographical or atmospheric conditions, or other causes of physical or electromagnetic interference beyond BT’s control.

4.6 The Customer is responsible for checking the reliability, signal strength and availability of the 2G/3G Service and its coverage at the End Customer’s Sites, irrespective of any information about 2G/3G Service availability and coverage published by third parties, (“**Network Coverage**”). BT has no liability where the Network Coverage is unreliable, has insufficient signal strength or is not available at the End Customer’s Site.

4.7 BT is not responsible for the Access Circuit or the Broadband Service.

4.8 BT does not make any representations, whether express or implied, about whether the Redcare Secure Service will operate in combination with any Customer Equipment or other equipment and software.

4.9 The Redcare Secure Schedule does not include the following:

4.9.1 the provision, repair or maintenance of the Access Circuit or Broadband Service to the Customer or End Customers;

4.9.2 the provision, installation, repair or maintenance of Monitoring Equipment; and

4.9.3 the installation, repair or maintenance of the Alarm Signalling Devices.

4.10 BT can only provide the Redcare Secure Service in the Served Area.

5 Associated Services and Third Parties

5.1 The Customer, the Customer’s Installer or the End Customer, as appropriate, will have the following services in place that will connect to the Redcare Secure Service and are necessary for the Redcare Secure Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:

- 5.1.1 in respect of all Service Options:
- (a) an Alarm Receiving Centre Agreement. If the Alarm Receiving Centre Agreement is terminated by either Party, this Contract and all Service Options will terminate.
 - (b) compatible Customer Equipment with the ability to trigger the Alarm Signalling Device;
 - (c) alarm monitoring software; and
 - (d) Access Circuit (except for the Secure Solo Service);
- 5.1.2 in respect of the Secure IP Service and the Secure Fire IP Service, a Broadband Service, (each an “Enabling Service”).
- 5.2 If BT provides the Customer with any services other than the Redcare Secure Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

6 Equipment

6.1 Use of BT Equipment and Purchased Equipment

In relation to BT Equipment, and until title in any Purchased Equipment transfers to the Customer in accordance with Paragraph 6.3.2, the Customer will and ensure that the Customer’s Installer or the End Customer, as applicable, will:

- 6.1.1 keep the BT Equipment and Purchased Equipment safe and without risk to health;
 - 6.1.2 only use the BT Equipment and Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
 - 6.1.3 not move the BT Equipment or any part of it from the Customer’s Site(s) without BT’s written consent and the Customer will pay BT’s costs and expenses reasonably incurred as a result of such move or relocation;
 - 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment or Purchased Equipment, including after title in any Purchased Equipment transfers to the Customer in accordance with Paragraph 6.3.2, nor permit any person (other than a person authorised by BT) to do so, without BT’s prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment or Purchased Equipment;
 - 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or Purchased Equipment or any part of it;
 - 6.1.6 not allow any lien, encumbrance or security interest over the BT Equipment or Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment or Purchased Equipment or otherwise;
 - 6.1.7 not claim to be owner of the BT Equipment and Purchased Equipment and ensure that the owner of the Customer’s Site(s) or the owner of the End Customer’s Site(s) will not claim ownership of the BT Equipment or Purchased Equipment, as applicable, even where the BT Equipment or Purchased Equipment is fixed to the applicable Site(s);
 - 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment and Purchased Equipment;
 - 6.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from the Customer’s use or misuse of the BT Equipment or Purchased Equipment or where the BT Equipment or Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT;
 - 6.1.10 ensure that the BT Equipment or Purchased Equipment appears in BT’s name in the Customer’s accounting books;
 - 6.1.11 where there is a threatened seizure of the BT Equipment and Purchased Equipment, or an Insolvency Event applies to the Customer, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment and Purchased Equipment; and
 - 6.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.
- 6.2 **BT Equipment**
- 6.2.1 BT Equipment will remain BT’s property at all times and risk in BT Equipment will pass to the Customer upon delivery, whether or not the BT Equipment has been installed.

6.3 Purchased Equipment

6.3.1 Delivery of Purchased Equipment

- (a) The Customer will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the applicable Installer or End Customer Site(s).
- (b) BT will dispatch any Purchased Equipment for delivery to the applicable Installer or End Customer Site(s) as set out in any applicable Order.

6.3.2 Transfer of Title and Risk

- (a) Title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to the Customer when the Customer has paid for the Purchased Equipment in full.
- (b) Risk in the Purchased Equipment will pass to the Customer on delivery of the Purchased Equipment, but the Customer will not be liable for any loss or damage that is caused by BT's negligence.

6.3.3 Acceptance of Purchased Equipment

BT will treat the Purchased Equipment as accepted when the Customer or the Customer's Installer takes delivery or possession of the Purchased Equipment.

6.3.4 Warranty

- (a) During the period of 30 consecutive months from the date of the Order (or any other period that BT advises the Customer in a Notice), if the Customer, or the Customer's Installer, reports to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, subject to Paragraph 6.3.4(b), BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
 - (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
 - (ii) the Purchased Equipment has been modified without BT's written consent;
 - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
 - (iv) the Incident is due to damage typically covered by the Customer's or the End Customer's insurance;
 - (v) the Incident is due to electrical damage;
 - (vi) the Incident is due to faulty design by the Customer where the Purchased Equipment has been customised or integrated into the Customer's systems to the Customer's design; or
 - (vii) the Incident is due to fair wear and tear.
- (b) If the Customer reports an Incident to BT in accordance with Paragraph 6.3.4(a) and if BT decides to replace the Purchased Equipment:
 - (i) BT will dispatch the replacement during the next Working Day following BT's decision to replace it ("**Replacement Equipment**");
 - (ii) title and risk in the Replacement Equipment will pass to the Customer on delivery;
 - (iii) the Customer will return the Purchased Equipment within 10 Working Days of receipt of the Replacement Equipment in the return pre-paid packaging provided by BT and title will pass to BT; and
 - (iv) the warranty period for the replacement item will be the same as the outstanding warranty period for the replaced Purchased Equipment.
- (c) BT may charge the Customer a sum not exceeding the value of the replacement if:
 - (i) the Purchased Equipment is not returned within 10 Working Days of the Incident being reported in accordance with Paragraph 6.3.4(b);
 - (ii) no Incident is found in the Purchased Equipment;
 - (iii) the Incident is not covered by the warranty; or
 - (iv) the warranty period for the Purchased Equipment has expired.
- (d) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between the Parties) within a reasonable time.

6.3.5 Security

- (a) The Customer will ensure the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and the Customer will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- (b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

6.3.6 Software Licence

On and from the Operational Service Date, or, where BT installs any Purchased Equipment, from the date of installation, the Customer will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment.

6.4 WEEE Directive

6.4.1 The Customer will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 (“WEEE Directive”) for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment (“WEEE”).

6.4.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

6.4.3 The Customer will comply with any information recording or reporting obligations imposed by the WEEE Directive.

6.5 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

6.6 SIM Cards

6.6.1 SIM Cards are supplied to BT under licence and will remain the property of the mobile network operator at all times. The risk in the SIM Card(s) will pass to the Customer upon delivery.

6.6.2 The Customer will, and will ensure the End Customers will, use the SIM Card only for the purpose of accessing the Redcare Secure Service during the term of this Contract. The Customer, the Customer’s Installer or the End Customers cannot make telephone calls using the SIM Card.

6.6.3 The Customer will not, and will ensure the End Customers will not, use the SIM Card other than in accordance with BT’s written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with the SIM Card, nor permit any other person (other than a person authorised by BT) to do so.

6.6.4 The Customer will not, and will ensure the End Customers will not, sell the SIM Card number, code or any associated number or agree to transfer them to any third party.

6.6.5 The Customer will ensure that the Customer, the Customer’s Installer or the End Customers, inform the Service Desk immediately by telephone if the SIM Card is lost, stolen, damaged or destroyed, or if the Customer, the Customer’s Installer or the End Customers, become aware that it is being used in an unauthorised manner.

6.6.6 The Customer will be liable to BT for any loss of or damage to the SIM Card, except where the loss or damage is a result of fair wear and tear or caused by BT.

7 Specific Terms

7.1 Suspension of Service

7.1.1 In addition to BT’s suspension rights under the General Terms, BT may restrict or suspend the Redcare Secure Service or part of the Redcare Secure Service:

- (a) for any default of any payment in accordance with clause 11.3 of the General Terms;
- (b) if the Customer fails to comply with the BT Acceptable Use Policy; or
- (c) if BT reasonably considers that it is required to do so in order to safeguard the integrity or security of the BT Network.

7.1.2 BT will endeavour to notify the Customer in advance of any restriction or suspension for any of the events listed in Paragraph 7.1.1 as soon as commercially reasonable.

7.1.3 Where BT exercises its right to restrict or suspend the Redcare Secure Service or part of the Redcare Secure Service under Paragraph 7.1.1 and that right arose as a result of a breach by the Customer:

- (a) the Customer will continue to be liable for all applicable Charges for that Redcare Secure Service or the affected part of the Redcare Secure Service until the Contract or the affected part of the Redcare Secure Service is terminated; and
- (b) BT may apply a Charge to resume supply of the Redcare Secure Service or the affected part of the Redcare Secure Service to the Customer.

7.2 Minimum Period

- 7.2.1 Each of the Service Options will have a Minimum Period.
- 7.2.2 At the end of the Minimum Period, unless either Party has given Notice to the other Party of an intention to terminate an applicable Service Option in accordance with the Contract, BT will continue to provide the applicable Service Option and each Party will continue to perform its obligations in accordance with the Contract.
- 7.2.3 If either Party gives Notice to the other Party of an intention to terminate an applicable Service Option, BT will cease delivering the applicable Service Option at the time of 23:59 on the last day of the Minimum Period.

7.3 Invoicing

- 7.3.1 The Charges for the ARC Connection Components will be as set out in the Order.
- 7.3.2 The Charges for the Service Options will be as set out in the Charges section of the Electronic Trading System.
- 7.3.3 Unless set out otherwise in any applicable Order or the Electronic Trading System, BT will invoice the Customer for the following Charges in the amounts set out in any applicable Order:
 - (a) in respect of the connection from the ARC to the Enterprise Service Platform, Installation Charges once connection to the Enterprise Service Platform is operational;
 - (b) in respect of the connection from the ARC to the Enterprise Service Platform, Recurring Charges for the ARC Connection Components annually in advance and for any period where the connection from the ARC to the Enterprise Service Platform is provided for less than one year, the Recurring Charges will be calculated on a daily basis;
 - (c) in respect of Orders for each of the Service Options, Recurring Charges, for the relevant Service Option, monthly in advance and for any period where the Service Option is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (d) any Charges for any Purchased Equipment from the Operational Service Date, and those Charges that will apply from the date the Customer takes delivery or possession of that Purchased Equipment;
 - (e) Professional Services Charges; and
 - (f) any Termination Charges.
- 7.3.4 BT may invoice the Customer for any of the following Charges in addition to those set out in any applicable Order:
 - (a) Charges for investigating Incidents that the Customer reports to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - (b) Charges for commissioning the Redcare Secure Service in accordance with Paragraph 8.2 outside of Working Hours;
 - (c) Charges for expediting provision of the Redcare Secure Service at the Customer's request; and
 - (d) any other Charges as set out in any applicable Order or as otherwise agreed between the Parties.
- 7.3.5 BT will invoice and the Customer will pay all Charges in pounds sterling.
- 7.3.6 Where invoices are to be issued online, BT will notify the Customer by email when a new invoice is issued.
- 7.3.7 The Customer will pay and be responsible for the Charges, whether the Redcare Secure Service is used by the Customer or another party. This includes all Charges resulting from unauthorised or fraudulent use.
- 7.3.8 Where the Customer makes an aggregated payment in respect of more than one invoice:
 - (a) the Customer will give BT instructions about which amounts to apply to which invoices; and
 - (b) if the Customer does not give instructions in accordance with Paragraph 7.3.8(a), BT may apply any amount of the aggregated payment to any unpaid invoices at its discretion.
- 7.3.9 If payment of any amount of the Charges is subject to Withholding Taxes required by Applicable Law, the Customer will deduct the Withholding Tax and pay it to the relevant taxing authority within the period for payment permitted by Applicable Law.

- 7.3.10 Where the Customer deducts Withholding Tax in accordance with Paragraph 7.3.9, the Customer will:
- (a) gross up its payments to BT such that the net amounts received by BT after all deductions and withholdings will not be less than what would have been received in the absence of those Withholding Taxes; or
 - (b) indemnify BT for the amounts deducted from the payment to BT.
- 7.3.11 Where BT receives a Claim from a taxing authority alleging that Withholding Tax has not been received on payments by the Customer to BT, the Customer will indemnify BT for the amount of the Withholding Tax due together with any interest, fines and penalties resulting from the late payment or non-payment of the Withholding Tax and any costs of defending the Claim against the taxing authority.
- 7.3.12 Should the Customer initiate any change to the agreed billing arrangements for the Redcare Secure Service, by whatever means, and such change results in additional Transaction Tax and/or Withholding Tax to BT and/or its Affiliates that they are unable to fully recover (including as a result of complying with any resulting regulatory requirements), then, notwithstanding any other provisions of this Contract, BT may modify the Charges for the Redcare Secure Service accordingly and the Customer will be liable for those additional amounts.
- 7.3.13 The Customer will pay any reasonable costs BT has incurred in recovering any debt owed by the Customer to BT, including debt collection agency and legal costs.

7.4 Disputing An Invoice

- 7.4.1 If the Customer disputes an invoice that BT issues before the Customer makes payment, the Customer will provide Notice to BT of the dispute within 28 days of the date of the invoice.
- 7.4.2 If the Customer disputes an invoice that BT issues after the Customer makes payment, the Customer will provide Notice to BT of the dispute within six months of the date of the invoice.
- 7.4.3 The Customer will, in accordance with clause 11.3 of the General Terms, pay all undisputed amounts of an invoice and any disputed amounts that are less than 5 per cent of the total invoice amount.
- 7.4.4 The Parties will follow the dispute resolution procedure in clause 14 of the General Terms and the Customer will pay any resolved amount within seven days after resolution of the dispute.
- 7.4.5 BT may charge the Customer interest in accordance with clause 11.3 of the General Terms for any amount agreed in accordance with Paragraph 7.4.4.

7.5 Termination Charges

- 7.5.1 If the Customer terminates:
- (a) a Service Option; or
 - (b) the Contract, the Redcare Secure Service or part of the Redcare Secure Service,
- in accordance with clause 16.1 of the General Terms, the Customer will pay BT:
- (a) all outstanding Charges or payments due and payable under the Contract;
 - (b) any other Charges as set out in any applicable Order.
 - (c) the Termination Charges as set out in clause 16.3 of the General Terms;
 - (d) all Charges for the Redcare Secure Service that is or would have been performed during the Notice period until the end of the Notice period set out in clause 16.1 of the General Terms whether or not such Notice period is given.
- 7.5.2 If either Party terminates:
- (a) a Service Option; or
 - (b) the Contract, the Redcare Secure Service or part of the Redcare Secure Service,
- in accordance with clause 17.1(d) of the General Terms, the Party terminating may set off any amounts due under this Contract or any other contract between the Parties.

7.6 Additional BT Termination Rights

- 7.6.1 In addition to its termination rights under the General Terms, BT may terminate an applicable Service Option:
- (a) where the Customer, the End Customer or the End Customer's telecommunications service provider (whether BT or any other telecommunications service provider) arranges for disconnection of the Access Circuit; or
 - (b) where the Customer or the End Customer subscribes to a telecommunications service via the Access Circuit that is technically incompatible with the applicable Service Option.

7.6.2 If BT terminates an applicable Service Option under this Paragraph 7.6, BT will charge the Customer in accordance with Paragraph 7.5.1 and BT may apply the Termination Charges.

7.7 Consequences of Termination

7.7.1 Cancellation or termination of the Contract, the Redcare Secure Service or the Order for any reason will not affect the rights of the Parties accrued up to the date of cancellation or termination, as applicable.

7.8 Service Specific Conditions

7.8.1 If the Redcare Secure Service fails due to a fault in the Access Circuit or the Broadband Service, BT will monitor the 2G/3G communications path between the Alarm Signalling Device and the Enterprise Service Platform by polling.

7.8.2 BT may change the frequency at which the polling is carried out.

7.8.3 The Redcare Secure Service will generate test calls on the End Customer's PSTN telephone line. If applicable, where the 2G/3G Service is unavailable, the Redcare Secure Service will deliver alarms via a PSTN call. These calls will take place using a freephone (0800) number. This does not apply to the Secure Solo Service as it is a wireless only service.

7.8.4 In respect of the applicable Service Options, BT may suspend polling of the Alarm Signalling Device where the Access Circuit is not re-established within 96 hours of a failure occurring.

7.8.5 BT may, if applicable, suspend polling on the Alarm Signalling Device that has lost connectivity to the primary path and is only transmitting via the secondary path for longer than seven days.

7.8.6 If the 2G/3G Service fails due to a fault in the mobile network, BT will advise the Customer of such failure and will attempt to re-establish 2G/3G communications at intervals until communication is restored.

7.8.7 Where the Customer causes a communications failure by failing to discharge satisfactorily the Customer's obligations in accordance with Paragraph 9, BT may suspend polling of the Alarm Signalling Device until BT receives reasonable assurances that the Customer's obligations have been and will continue to be met.

7.8.8 In addition to its termination rights under the Contract, BT may suspend the Redcare Secure Service if the Customer does not comply with its obligations set out in Paragraph 9 or the Customer uses any of the Service Options for something for which it is not designed.

7.9 Moves

7.9.1 Upgrade/Downgrade

- (a) Following expiry of the Minimum Period, the Customer may request a regrade from one Service Option to another Service Option, subject to Paragraph 7.9.1(b).
- (b) The Customer cannot regrade between the Security Service Options and the Fire Service Options or vice versa.
- (c) The Customer may order a regrade through the Electronic Trading System.
- (d) BT will charge the Customer for the Recurring Charges for the appropriate Service Option from the date of the regrade.

7.9.2 Single Connection Move

- (a) At the Customer's request and subject to BT confirming a Single Connection Move is possible, BT will carry out a Single Connection Move provided that the gaining alarm receiving centre is capable of taking the Redcare Secure Service including the applicable Service Option.
- (b) BT will not charge the Customer for a Single Connection Move.

7.9.3 Volume Connection Move

- (a) At the Customer's request and subject to BT confirming a Volume Connection Move is possible, BT will carry out a Volume Connection Move provided that the gaining alarm receiving centre is capable of taking the Redcare Secure Service including all relevant Service Options.
- (b) BT will not charge the Customer for a Volume Connection Move.

7.10 Amendments to the General Terms

7.10.1 The following new definitions are added to clause 1 of the General Terms:

"Alarm Receiving Centre Agreement" means the BT Redcare Alarm Receiving Centre Agreement entered into by the parties.

"BT Network" means the communications network owned or leased by BT and used to provide a Service.

“Charges” means the fees and charges that the Customer pays in relation to a Service as set out in the Service Schedule.

“Claim” means any legal claims, actions or proceedings against a party, whether threatened or actual and whether by a third party or the other party to this Contract.

“Credit Agency” means Experia, Equifax and Callcredit.

“Installer” means the person or company the Customer enters into a contract with to install the Alarm Signalling Devices and provide the Service Options to the End Customer on the Customer’s behalf.

“Open Source Software” means software BT has distributed to the Customer that is licensed under a separate open source licence.

“Order” means any order or part of an order given by the Customer and accepted by BT for the Service.

“Purchased Equipment” means any equipment, including any Software, that BT sells or licences to the Customer and includes Replacement Equipment.

“Recurring Charges” means the Charges for a Service or applicable part of a Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“Service Option” means any service option as set out in the Service Schedule.

“Software” means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT provides to the Customer as part of a Service. It includes any embedded software but excludes Open Source Software.

“Termination Charge” means the compensatory charges payable by the Customer to BT equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period for any terminated Service Option.

7.10.2 The wording in clauses 11.3 to 11.5 of the General Terms is deleted and replaced with the following:

11.3 Unless the Customer is disputing an invoice as set out in the Service Schedule, the Customer will pay each invoice issued by BT, including for any Charges, within 60 days of the date of BT’s invoice, in cleared funds without any set-off, counterclaim, deduction or withholding (other than as required by law) into BT’s bank account. BT may charge daily interest on late payments at a rate equal to 8 per cent per annum above the base-lending rate of the Bank of England.

11.4 BT may reduce the number of days within which the Customer will pay each invoice from 60 days to five days, where:

- a) the Customer issues a profit warning; or
 - b) any Credit Agency reduces the Customer’s credit rating, and
- BT reasonably considers that this will affect the Customer’s ability to pay invoices.

11.5 BT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

11.6 All charges and any other sums payable under this Contract are exclusive of any applicable value added tax, sales tax or other taxes, fees or surcharges, which shall be charged in accordance with the applicable law and payable by the Customer.

7.10.3 The wording in clause 12 (Limitation of Liability) of the General Terms is deleted and replaced with the following:

12.1 The Contract excludes, to the fullest extent allowed by law, any warranties, conditions or other terms that may be implied by statute or common law.

12.2 Nothing in the Contract excludes or limits either party’s liability for:

- 12.2.1 death or personal injury caused by negligence;
- 12.2.2 fraud or fraudulent misrepresentation; or
- 12.2.3 any other liability that cannot be excluded or limited under Applicable Law.

12.3 Other than for those matters set out in clause 12.2, neither party will be held liable, regardless of how that liability arose, and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:

12.3.1 any of the following losses, whether or not those losses are direct or indirect:

- (a) loss of profit, revenue or anticipated savings;

- (b) loss of business or contracts;
 - (c) loss of goodwill;
 - (d) loss from wasted expenditure, wasted time or business interruption;
 - (e) loss, destruction or corruption of data;
 - (f) liability to any third parties, unless stated otherwise in the Contract; and
 - (g) any special, indirect or consequential loss or damage.
- 12.4 Subject to clauses 12.2 and 12.5 in relation to each Service, the total liability of either party, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:
- 12.4.1 £100,000 and
 - 12.4.2 an amount equal to:
 - (a) where the first incident occurs in the first 12 months of the Contract, the Charges that were paid or payable by the Customer, or would have been paid or payable by the Customer had the incident not occurred, for the 12 months from the date that the Customer Order is accepted by BT; or
 - (b) where the first incident occurs at any other time, the mean of the monthly Charges that were paid or payable by the Customer, from the date that the Customer Order is accepted by BT to the date when the first incident occurred, multiplied by 12.
- 12.5 The Customer's obligations to:
- 12.5.1 pay any Charges due under the Contract, including any interest payable in accordance with clause 11.3, and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to the Customer's failure to correctly withhold and pay taxes; or
 - 12.5.2 pay any Termination Charges,
- are in addition to and will not be counted towards the limitations set out in clause 12.4.
- 12.6 If either party has agreed to indemnify the other under the terms of the Contract, that indemnity is only given as long as the indemnified party:
- 12.6.1 informs the indemnifying party promptly about the Claim;
 - 12.6.2 provides the indemnifying party with complete control of the Claim straightaway;
 - 12.6.3 does not say anything publicly about the Claim, or do anything that harms the defence of it; and
 - 12.6.4 uses reasonable endeavours to assist the indemnifying party with the Claim.
- 12.7 Nothing in the Contract will restrict or limit either party's general obligation at law to mitigate a loss, even where that loss occurs as a result of anything that may give rise to a claim under an indemnity.
- 12.8 BT recommends that the Customer obtains business continuity (or other) insurance that is appropriate for the nature of the Customer's business.
- 12.9 In the event of any unauthorised access to the BT Network, BT will not be liable for any loss or damage sustained by the Customer, subject to BT, if applicable, taking reasonable steps to stop anyone from getting unauthorised access to any part of the BT Network.
- 7.10.4 The wording in clause 13.1(c) of the General Terms is deleted and replaced with the following:
- 13.1(c) If any of the events detailed in clauses 13.1(a) or 13.1(b) materially affects the performance of the Contract and continues for more than 30 days then the Customer or BT may terminate the Contract in whole or in part by written notice to the other in accordance with clause 21.
- All other terms in clause 13 of the General Terms will continue to apply unamended.
- 7.10.5 The wording in clause 16 (Termination by Notice) of the General Terms is deleted and replaced with the following:
- 16 Termination by Notice**
- 16.1 Either party may, at any time after the Operational Service Date, and without cause, terminate:

- (a) the Contract;
 - (b) a Service; or
 - (c) a Service Option,by giving 30 days' notice to the other in accordance with clause 21.
- 16.2 Provided that the Customer pays the amounts set out in the Service Schedule, the Customer may, if BT agrees, give BT notice, in accordance with clause 21, as set out in clause 16.1 with either:
 - (a) a shorter notice period than as set out in clause 16.1; or
 - (b) with no advance notice period.
- 16.3 If the Customer terminates:
 - (a) a Service Option during its Minimum Period; or
 - (b) the Alarm Receiving Centre Agreement, leading to the termination of a Service Option during its Minimum Period,other than because BT has increased its charges, or has materially changed the Conditions of this Contract to the Customer's detriment, the Customer must pay BT as compensation the Termination Charges.
- 16.4 Upon termination, BT will refund to the Customer any money the Customer has paid in advance after deducting any Charges or other payments due to BT under the Contract.
- 7.10.6 The wording in clause 18.2 of the General Terms is deleted and replaced with the following:
 - 18.2.1 BT may amend the Contract (including the Charges) at any time by either:
 - (a) publishing the amendment (except changes to the Charges) online at <https://www.redcare.bt.com/terms-and-conditions.html> (or any other online address that BT advises the Customer of);
 - (b) publishing changes to the Charges on the Electronic Trading System at least two weeks before the change in the Charges is due to take effect; or
 - (c) by giving notice to the Customer in accordance with clause 21.
 - 18.2.2 In the event that the amendments cause the Customer material detriment, BT will give the Customer notice in accordance with clause 21 at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
 - 18.2.3 If BT makes any amendment to the Contract that causes the Customer material detriment, the Customer will not have to pay any Termination Charges if the Customer gives notice in accordance with clause 21 to terminate the affected Service or Service Option in accordance with clause 16.1 within:
 - (a) 90 days after the date of notification if BT has only published the amendment online in accordance with clauses 18.2.1(a) or 18.2.1(b); or
 - (b) 30 days after the date of the notice if BT has given the Customer notice in accordance with clause 18.2.1(c).All other terms in clause 18 of the General Terms will continue to apply unamended.
- 7.10.7 The wording in clause 22 (Severability) of the General Terms is deleted and replaced with the following:
 - 22.1 If any court or competent authority finds that any provision (or part of any provision) of the Contract is illegal, invalid or unenforceable, that provision or part provision, to the extent required, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Contract will not be affected.
 - 22.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the parties will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the parties' original commercial intention.
- 7.10.8 The following sub-clause is inserted at the end of clause 23 of the General Terms:
 - 23.8 The Customer will indemnify BT against all Claims, losses, costs and liabilities brought against BT arising out of or in connection with the matters set out in clauses 23.5(a), 23.5(b), 23.5(c) and 23.5(d) that are attributable to the Customer its Installer, its agents or End Users and will cease any such activity immediately upon notice from BT in accordance with clause 21 or at such time as the

Customer becomes aware, or should have reasonably been aware, that the activity had given rise to the Claim against BT.

All other terms in clause 23 of the General Terms will continue to apply unamended.

7.10.9 The wording in clause 24 of the General Terms is deleted and replaced with the following:

24.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

24.2 The Customer and BT irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

7.11 **A new clause 25 is added to the General Terms as follows:**

25 Everything Else

25.1 Basic Principles

25.1.1 BT warrants that it is duly incorporated and has due authorisation to enter into and perform its obligations under the Contract.

25.1.2 The Customer warrants that it is duly formed and has due authorisation to enter into and perform its obligations under the Contract.

25.1.3 The BT Privacy Policy governs how BT uses the Customer's Personal Data and provides further information about BT's use of the Personal Data and the Customer's rights and BT's obligations.

25.2 Excused Performance

BT will not be liable for any failure or delay to perform any of its obligations under the Contract, whether or not there is an occurrence of a matter beyond the reasonable control of BT as set out in clause 13.1 (in which case clause 13 applies) to the extent that BT's failure or delay in performing arises as a result of:

25.2.1 any failure or delay by the Customer to perform any of the Customer's obligations under the Contract, in which case the Customer will pay BT for any reasonable costs incurred by BT as a result;

25.2.2 any act or omission other than on the part of BT, its Affiliates or a subcontractor or supplier appointed by it; or

25.2.3 Applicable Law, a court order, an application for interlocutory relief or injunction restricting or preventing BT from supplying the Service.

25.3 No Partnership or Agency

Nothing in the Contract:

25.3.1 establishes any partnership, exclusive arrangement or joint venture between the parties;

25.3.2 constitutes any party the agent of the other party; or

25.3.3 authorises any party to make or enter into any commitments for or on behalf of any other party.

25.4 Survival

The parties' rights and obligations, the nature of which are intended to continue beyond termination of the Contract will survive termination of the Contract.

25.5 Counterparts

The Contract may be signed in one or more counterparts. Any single counterpart, or a set of counterparts signed, in either case, by the parties will constitute a full original of the Contract for all purposes.

Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Redcare Secure Service, BT will:

- 8.1.1 comply with all Applicable Law;
- 8.1.2 comply with, and may exercise BT's rights in, the Compliance Obligations;
- 8.1.3 provide information relating to the Customer's use of the Redcare Secure Service to authorities, regulators and law enforcement agencies, where BT is legally required to;
- 8.1.4 if applicable to the Redcare Secure Service, take reasonable steps to stop anyone getting unauthorised access to any part of the BT Network;
- 8.1.5 provide the Customer with contact details for the Service Desk which will be available 24x7x365;
- 8.1.6 provide the Customer with such instruction, advice and guidance in the installation and commissioning of the Alarm Signalling Device and applicable Service Option as BT deems reasonable.

8.2 Commissioning of the Service

Before the Operational Service Date, BT will:

- 8.2.1 configure the Redcare Secure Service; and
- 8.2.2 on the date that BT has completed the activities in this Paragraph 8.2, confirm to the Customer the Operational Service Date.

8.3 During Operation

On and from the Operational Service Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if the Customer, or the Customer's Installer, reports an Incident;
- 8.3.2 will maintain a web portal and server, if requested, to provide the Customer or the Customer's Installer with online access to check the status of the Alarm Signalling Devices;
- 8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform the Customer at least five Working Days before any Planned Maintenance on the Redcare Secure Service, the BT Network, BT Equipment or Purchased Equipment, however, BT may inform the Customer with less notice than normal where Maintenance is required in an emergency; and
- 8.3.4 may, in the event of a security breach affecting the Redcare Secure Service, require the Customer to change any or all of the Customer's passwords.

8.4 The End of the Service

On termination of the Redcare Secure Service by either Party, BT may disconnect and remove any BT Equipment located at the ARC.

9 Customer Obligations

9.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Redcare Secure Service, the Customer will, and ensure that the Customer's Installer will, as appropriate:

- 9.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with the Customer's authority;
- 9.1.2 complete any preparation activities that BT may request to enable provision of the Redcare Secure Service promptly and in accordance with any reasonable timescales;
- 9.1.3 provide reasonable assistance to and comply with reasonable requests from BT in all matters relating to the Redcare Secure Service;
- 9.1.4 if applicable, provide BT with access to any of the Customer's or the End Customer's Site(s) during Working Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Redcare Secure Service;

- 9.1.5 if applicable, provide BT with any information reasonably required, including information in relation to health and safety and the environment and Notice of any health and safety rules and regulations and security requirements that apply at the Customer's Site(s) and the End Customer's Site(s). The Customer will ensure that the information is complete and accurate;
- 9.1.6 not disconnect the Access Circuit and will ensure that the End Customer will not disconnect the Access Circuit;
- 9.1.7 prepare and maintain the Customer's Site(s) and the End Customer's Site(s) for the installation of BT Equipment and the Alarm Signalling Device and supply of the Redcare Secure Service, including:
- (a) providing a suitable and safe operational location and environment (including adequate ventilation) for any BT Equipment or the Alarm Signalling Device including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow for any necessary installation or maintenance services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (d) provide a secure, continuous power supply at the Customer's Site(s) and the End Customer's Site(s) for the operation and maintenance of the Redcare Secure Service, BT Equipment or the Alarm Signalling Device, and, in order to mitigate any interruption to the Redcare Secure Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
 - (e) provide and connect internal cabling between the BT Equipment, Alarm Signalling Device and any Customer Equipment, as appropriate;
- 9.1.8 install and commission, or arrange for the installation and commission, of the Alarm Signalling Device;
- 9.1.9 install the BT Redcare Gateway Software if not already installed;
- 9.1.10 supply, install and maintain in good working order the Monitoring Equipment and the Alarm Signalling Device in accordance with the manufacturer's instructions. The Customer will be responsible for any work required to enable installation of the Alarm Signalling Device and the Monitoring Equipment;
- 9.1.11 carry out a check of the reliability of the Network Coverage at the End Customer's Site and will confirm to BT, in writing, that there is Network Coverage at the End Customer's Site prior to placing an Order for a Service Option;
- 9.1.12 take appropriate measures when positioning aerials to ensure the correct operation of the 2G/3G Service. This may require the Customer or the Customer's Installer to use extension cabling or higher gain aerials;
- 9.1.13 place Orders for the Service Options or the Alarm Signalling Devices via the Electronic Trading System and comply with the terms of use of the Electronic Trading System;
- 9.1.14 ensure the Customer or the Customer's Installer have provisions in contracts with End Customers similar to those provisions set out in clause 23.4 of the General Terms and Paragraph 9.2.1 of this Schedule; and
- 9.1.15 obtain the necessary consents and approvals for the connection of the Alarm Signalling Device to the Access Circuit, except for the Secure Solo Service.
- 9.2 During Operation**
- On and from the Operational Service Date, the Customer will, and ensure that the Customer's Installer will, as appropriate:
- 9.2.1 comply with, and ensure that End Customers comply with:
- (a) all Applicable Law in the receipt and use of the Redcare Secure Service;
 - (b) the BT Acceptable Use Policy. If the Customer does not comply with the BT Acceptable Use Policy, the Customer will be liable for any Claims, losses, costs or liabilities that BT incurs as a result and BT may, where there is a serious breach of the BT Acceptable Use Policy, report the Customer and provide the Customer's personal information, including Personal Data, to the relevant law enforcement agency; and
 - (c) the Compliance Obligations;

- 9.2.2 ensure that End Customers report Incidents to the Customer Contact or the Customer's Installer and not to the Service Desk;
- 9.2.3 ensure that the Customer Contact or the Customer's Installer will take Incident reports from End Customers and pass these to the Service Desk using the reporting procedures agreed between the Parties, and is available for all subsequent Incident management communications;
- 9.2.4 monitor and maintain any Customer Equipment connected to the Redcare Secure Service or used in connection with the Redcare Secure Service;
- 9.2.5 ensure that any Customer Equipment that is connected to the Redcare Secure Service or that the Customer uses, directly or indirectly, in relation to the Redcare Secure Service is:
- connected using the applicable BT Network termination point, unless the Customer has BT's permission to connect by another means;
 - adequately protected against viruses and other breaches of security;
 - technically compatible with the Redcare Secure Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 9.2.6 immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, where Customer Equipment:
- does not meet any relevant instructions, standards or Applicable Law; or
 - contains or creates material that is in breach of the BT Acceptable Use Policy and the Customer is contacted by BT about such material,
- and redress the issues with the Customer Equipment prior to reconnection to the Redcare Secure Service;
- 9.2.6 in respect of the Electronic Trading System, maintain a written list of current Users and provide a copy of such list to BT within five Working Days following BT's written request at any time;
- 9.2.7 in respect of the Electronic Trading System, ensure the security and proper use of all valid User access profiles, passwords, access tokens and other systems administration information used in connection with the Redcare Secure Service and:
- immediately terminate access for any person who is no longer a User;
 - inform BT immediately if a User's ID or password, or access token, has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - take all reasonable steps to prevent unauthorised access to the Redcare Secure Service;
 - satisfy BT's security checks if a password is lost or forgotten; and
 - change any or all passwords or other systems administration information used in connection with the Redcare Secure Service if BT requests the Customer to do so in order to ensure the security or integrity of the Redcare Secure Service; and
- 9.2.8 in respect of the Electronic Trading System, not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the Customer will ensure the prior User will no longer have any right to access or use the Redcare Secure Service.
- 9.3 The End of the Service**
- On termination of the Redcare Secure Service by either Party, the Customer will:
- 9.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the ARC;
 - 9.3.2 disconnect any Customer Equipment from BT Equipment located at the ARC;
 - 9.3.3 remove the BT Redcare Gateway Software;
 - 9.3.4 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - 9.3.5 arrange for any BT Equipment located at the ARC to be returned to BT; and
 - 9.3.6 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

10 Notification of Incidents

- 10.1 Where the Customer becomes aware of an Incident:
- 10.1.1 the Customer Contact, or the Customer's Installer, will report it to the Service Desk;
 - 10.1.2 BT will give the Customer, or the Customer's Installer, a Ticket;

- 10.1.3 BT will inform the Customer, or the Customer's Installer, when it believes the Incident is cleared and will close the Ticket when:
 - (a) the Customer, or the Customer's Installer, confirms that the Incident is cleared within 24 hours after having been informed; or
 - (b) BT has attempted unsuccessfully to contact the Customer, or the Customer's Installer, in the way agreed between the Parties in relation to the Incident, and the Customer, or the Customer's Installer, has not responded within 24 hours following BT's attempt to contact the Customer or the Customer's Installer.
- 10.1.4 If the Customer, or the Customer's Installer, confirms that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 10.1.5 Where BT becomes aware of an Incident, Paragraphs 10.1.2, 10.1.3 and 10.1.4 will apply.
- 10.2 BT will respond to an Incident notified by the Customer or the Customer's Installer in accordance with Paragraph 10.1 as follows:
 - 10.2.1 by providing advice by telephone and, where appropriate, advising on tests and checks to be carried out by the Customer;
 - 10.2.2 by carrying out connectivity testing;
 - 10.2.3 where possible, by performing diagnostic checks from BT premises or remotely; and
 - 10.2.4 if Paragraphs 10.2.1, 10.2.2 and 10.2.3 above do not diagnose or clear the Incident, and if BT deems it necessary, BT will visit the Customer's Sites(s) or the End Customer's Site(s) (or both).

Part C – Service Levels

11 Service Levels

11.1 There are no Service Levels for this Redcare Secure Service.

Part D – Defined Terms

12 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for the Customer to find the definitions when reading this Schedule.

“2G/3G Service” means the second and third generation of wireless mobile telecommunication technology, that is used for both voice and data services. The Customer can only use 2G services when the Customer is in range of a 2G base station and the Customer can only use 3G services when the Customer is in range of a 3G base station.

“Access Circuit” means PSTN or IP connectivity at Site, provided by the Customer, that the Redcare Secure Service will utilise for signalling.

“Alarm Signalling Device” means a device that is supplied by BT and located on the End Customer’s Site for the purpose of transmitting and receiving signals to and from the Monitoring Equipment via the Redcare Secure Service and which is Purchased Equipment.

“ARC” means the alarm receiving centre.

“ARC Connection Components” means the components set out in Paragraph 2.1.

“BT Acceptable Use Policy” means specific rules that the Customer, the Customer’s Installers and End Customers have to follow when using the Redcare Secure Service. The Customer can find the policy at www.bt.com/acceptableuse (or any other online address that BT may advise the Customer).

“BT Redcare Gateway Software” means the Software that interfaces between the Redcare Secure Service and the Customer’s alarm monitoring software and enables the Customer to interpret the alarm signals sent from the Alarm Signalling Device.

“Broadband Service” means a compatible broadband service or network.

“Compliance Obligations” mean those provisions, obligations and rights set out under the drop-down heading ‘Compliance Obligations’ at www.globalservices.bt.com/uk/en/footer_links/terms (or any other online address that BT may advise).

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by the Customer, the Customer’s Installer or the End Customer in connection with a Redcare Secure Service.

“Electronic Trading System” means the website BT makes available to the Customer for the purposes of ordering the Alarm Signalling Devices and Service Options.

“Enabling Service” has the meaning given in Paragraph 5.1.

“End Customer” means any person, firm or company with whom the Customer or the Customer’s Installer has an agreement to provide an alarm monitoring or telemetry service, and may include the Customer or the Customer’s Installer.

“Enterprise Service Platform” means the platform that provides management of the Redcare Secure Service, including management of the Alarm Signalling Device and the delivery of and logging of events to the ARC.

“Fire Service Options” means the Secure Fire Service and the Secure Fire IP Service.

“General Terms” means clauses 1 to 25 of the Conditions for the Redcare Alarm Monitoring Services.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Redcare Secure Service or particular element of the Redcare Secure Service.

“Insolvency Event” means any of the following in relation to a Party:

- (a) becomes the subject of a bankruptcy order;
- (b) becomes insolvent;
- (c) makes any arrangement or composition with or assignment for the benefit of its creditors;
- (d) goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory;
- (e) ceases to trade or operate;
- (f) owns any assets that are material to the operations of all or substantially all of its business that are the subject of any form of seizure or have a receiver or administrator appointed over them; or

- (g) a notice is given, a petition issued, a resolution passed or any other step is taken to commence any of the procedures listed above in the jurisdiction of that other Party.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Redcare Secure Service or BT Equipment as applicable.

“Installer” means the person or company the Customer enters into a contract with to install the Alarm Signalling Devices and provide the Service Options to the End Customer on the Customer’s behalf.

“Internet” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“Internet Protocol” or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“Maintenance” means any work on the BT Network or the Redcare Secure Service, including to maintain, repair or improve the performance of the BT Network or Redcare Secure Services.

“Minimum Period” means in respect of an Order for each applicable Service Option, a period of 12 consecutive months beginning on the Operational Service Date. Connections that are moved as part of a Volume Connection Move will retain their existing Minimum Period expiry dates.

“Monitoring Equipment” means the equipment operated by the Customer for receiving and monitoring signals from the Alarm Signalling Device and which is Customer Equipment.

“Network Coverage” has the meaning given in Paragraph 4.6.

“Notice” means any notice to be given by a Party to the other Party under the Contract in accordance with clause 21 of the General Terms.

“Party” means either or both BT and the Customer as the context allows.

“Planned Maintenance” means any Maintenance BT has planned to do in advance.

“Professional Services” means those services provided by BT which are labour related services.

“PSTN” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“Redcare Secure Service” has the meaning given in Paragraph 1.

“Replacement Equipment” has the meaning given in Paragraph 6.3.4(b)(i). **“Schedule”** means this Redcare Secure Service Schedule.

“Secure Fire Service” means the Service Option set out in Paragraph 3.1.5.

“Secure Fire IP Service” means the Service Option set out in Paragraph 3.1.6.

“Secure IP Service” means the Service Option set out in Paragraph 3.1.3.

“Security Service Options” means the Secure 2 Service, the Secure 3 Service, the Secure IP Service and the Secure Solo Service.

“Secure Solo Service” means the Service Option set out in Paragraph 3.1.4.

“Secure 2 Service” means the Service Option set out in Paragraph 3.1.1.

“Secure 3 Service” means the Service Option set out in Paragraph 3.1.2.

“Served Area” means the area where the Redcare Secure Service is available.

“Service Desk” means the helpdesk that the Customer is able to contact for support in accordance with Paragraphs 2.2.1 and 3.2 to report Incidents and ask questions about the Redcare Secure Service.

“Service Level” means any agreed minimum level of performance BT will provide for the Redcare Secure Service.

“Service Management Boundary” has the meaning given in Paragraph 4.1.

“Service Options” has the meaning given in Paragraph 3.

“SIM Card” means a subscriber identity module card.

“Single Connection Move” means a transfer of one individual Service Option for an individual End Customer from the Customer to another alarm receiving centre or from another alarm receiving centre to the Customer.

“Site” means a location at which the Redcare Secure Service is provided.

“Standard Service Components” has the meaning given in Paragraph 2.

“Ticket” means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.

“Transaction Taxes” mean VAT, GST, sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Redcare Secure Service.

“User” means any person the Customer allows to use the Redcare Secure Service.

“Volume Connection Move” means a transfer of all relevant Service Options from the Customer to another alarm receiving centre or from another alarm receiving centre to the Customer.

“WEEE” has the meaning given in Paragraph 6.4.1.

“WEEE Directive” has the meaning given in Paragraph 6.4.1.

“Withholding Tax” means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.

“Working Hours” means between the hours of 0800 and 1700 in a Working Day.