



Redcare Classic, Redline and GSM Services 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 Classic, Redline and GSM Services

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 a STU or GSMSTU 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 (“**Redcare Classic, Redline and GSM Services**”).

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 Digital Service Platform; and
- (d) access to the Electronic Trading System to enable the Customer to place orders for the Redcare Classic, Redline and GSM Services.

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 Redcare Classic Service (From 18:00 on 30 May 2019 the Redcare Classic Service will be withdrawn from new supply and will only be available for moves to a new Site)

- (a) The Redcare Classic Service is a monitored and secure alarm signalling service.
- (b) The Redcare Classic Service transmits alarm signals via an Access Line.

- (c) The Redcare Classic Service will monitor the alarm signalling path which will be polled at intervals BT deems appropriate.
 - (d) The Customer may purchase a Block Terminal at an additional Charge.
- 3.1.2 **Redcare Redline Service (The Redcare Redline Service is not available for new supply or for moves to a new Site)**
- (a) The Redcare Redline Service is a monitored and secure alarm signalling service.
 - (b) The Redcare Redline Service transmits alarm signals via a Redline Access Line.
 - (c) BT will install a Redline Access Line between the End Customer's Site and the BT Redcare Network.
 - (d) The Redline Access Line will not allow telephone calls, including data calls, to originate from the End Customer's Site(s) but will allow transmission of alarm signals between STUs and Monitoring Equipment using the BT Redcare Network.
 - (e) The Redcare Redline Service will monitor the alarm signalling path which will be polled at intervals BT considers appropriate.
- 3.1.3 **Redcare GSM Service (From 18:00 on 30 May 2019 the Redcare GSM Service will be withdrawn from new supply and will only be available as an upgrade from the Redcare Classic Service or for moves to a new Site)**
- (a) The Redcare GSM Service is a dual path monitored and secure alarm signalling service.
 - (b) The Redcare GSM Service can transmit alarm signals via two alarm signalling paths:
 - (i) primary path – proprietary signals over the Access Line; and
 - (ii) secondary path – using SMS.
 - (c) In the event that the primary path fails due to a fault in the Access Line, the BT Redcare Network will receive signals transmitted by the GSMSTU using SMS.
 - (d) BT will provide the Customer with one GSMSTU for each Order for the Redcare GSM Service, as set out in any applicable Order, that will, at BT's discretion, include an integral UK roaming SIM Card or an integral UK single network SIM Card that will use any of the main UK GSM cellular networks.
 - (e) If the Redcare GSM Service fails due to a fault in the Access Line, BT will monitor the GSM communications path between the GSMSTU and the BT Redcare Network by GSM Polling.
 - (f) BT will set GSM Polling intervals as BT considers appropriate from time to time and may change the frequency at which GSM Polling is carried out (either to all GSMSTUs or specific GSMSTUs) without giving the Customer prior Notice.
 - (g) BT may suspend GSM Polling of a GSMSTU where the Redcare GSM Service is not re-established within 96 hours of a failure occurring.
 - (h) If the Redcare GSM Service fails due to a fault in the GSM cellular network, BT will advise the Customer of the failure and will attempt to re-establish GSM communications at intervals until communication is restored.
 - (i) Where a communication failure is caused by the Customer failing to discharge the Customer's obligations in accordance with Paragraph 9, BT may suspend GSM Polling of the GSMSTU until BT receives reasonable assurances that the Customer's obligations are met and will continue to be met.
 - (j) If the Customer has an existing Redcare GSM Service with a GSMSTU that includes an integral UK single network SIM Card, the Customer may upgrade this to a GSMSTU with an integral UK roaming SIM Card.
 - (k) The Redcare GSM Service is available as an upgrade from the Redcare Classic Service in accordance with Paragraphs 7.7.1 or 7.7.2.
 - (l) The Customer may purchase a Block Terminal at an additional Charge.
- 3.1.4 **Redcare Redline with GSM Service (the Redcare Redline with GSM Service is not available for new supply or for moves to a new Site and is only available as an upgrade from the Redcare Redline Service)**
- (a) The Redcare Redline with GSM Service is dual path monitored and secure alarm signalling service.
 - (b) The Redcare Redline with GSM Service can transmit alarm signals via two alarm signalling paths;
 - (i) primary path – proprietary signals over the Redline Access Line; and
 - (ii) secondary path – using SMS.
 - (c) BT will install a Redline Access Line between the End Customer's Site and the BT Redcare Network.
 - (d) The Redline Access Line will not allow telephone calls, including data calls, to originate from the End Customer's Site(s) but will allow transmission of alarm signals between STUs and Monitoring Equipment using the BT Redcare Network.

- (e) In the event that the primary path fails due to a fault in the Redline Access Line, the BT Redcare Network will receive signals transmitted by the GSMSTU using SMS.
- (f) BT will provide the Customer with one GSMSTU for each Order for the Redcare Redline with GSM Service, as set out in any applicable Order, that will, at BT's discretion, include an integral UK roaming SIM or an integral UK single network SIM Card that will use any of the main UK GSM cellular networks.
- (g) If the Redcare Redline with GSM Service fails due to a fault in the Redline Access Line, BT will monitor the GSM communications path between the GSMSTU and the BT Redcare Network by GSM Polling.
- (h) BT will set GSM Polling intervals as BT considers appropriate from time to time and may change the frequency at which GSM Polling is carried out (either to all GSMSTUs generally or specific GSMSTUs) without giving the Customer prior Notice.
- (i) BT may suspend GSM Polling of a GSMSTU where the Redcare Redline with GSM Service is not re-established within 96 hours of a failure occurring.
- (j) If the Redcare Redline with GSM Service fails due to a fault in the GSM cellular network, BT will advise the Customer of the failure and will attempt to re-establish GSM communications at intervals until communication is restored.
- (k) Where a communication failure is caused by the Customer failing to discharge the Customer's obligations in accordance with Paragraph 9, BT may suspend GSM Polling of the GSMSTU until BT receives reasonable assurances that the Customer's obligations are met and will continue to be met.
- (l) If the Customer has an existing Redcare Redline with GSM Service with a GSMSTU that includes an integral UK single network SIM Card, the Customer may upgrade this to a GSMSTU with an integral UK roaming SIM Card.

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 Classic, Redline and GSM Services 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 Classic, Redline and GSM Services that is located in the Customer's ARC ("**Service Management Boundary**").

4.2 BT will have no responsibility for the Redcare Classic, Redline and GSM Services outside the Service Management Boundary.

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

4.4 In respect of the Redcare GSM Service and the Redcare Redline with GSM Service:

4.4.1 the GSM service is not available in all parts of the United Kingdom;

4.4.2 the GSM 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; and

4.4.3 the Customer is responsible for checking the reliability, signal strength and availability of the GSM Service and its coverage at the End Customer's Sites, irrespective of any information about GSM 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.

4.5 In respect of the Redcare Classic Service and Redcare GSM Service, BT is not responsible for the Access Line.

4.6 BT does not make any representations, whether express or implied, about whether the Redcare Classic, Redline and GSM Services will operate in combination with any Customer Equipment or other equipment and software.

4.7 The Redcare Classic, Redline and GSM Services do not include:

4.7.1 the provision, repair or maintenance of telephone service to the Customer or End Customers;

- 4.7.2 the provision, installation, repair or maintenance of Monitoring Equipment;
 - 4.7.3 the provision, installation, repair or maintenance of the STUs; and
 - 4.7.4 the installation, repair except in accordance with Paragraph 6.3.4 or maintenance of the GSMSTUs.
- 4.8 BT can only provide the Redcare Classic, Redline and GSM Services in the Served Area.

5 Associated Services and Third Parties

- 5.1 The Customer, the Customer's Installer or the End Customer will have the following services in place that will connect to the Redcare Classic, Redline and GSM Services and are necessary for the Redcare Classic, Redline and GSM Services to function and will ensure that these services meet the minimum technical requirements that BT specifies:
- 5.1.1 in respect of the Redcare Classic Service:
 - (a) a STU; and
 - (b) Access Line;
 - 5.1.2 in respect of the Redcare Redline Service:
 - (a) a STU;
 - 5.1.3 in respect of the Redcare GSM Service:
 - (a) Access Line; and
 - 5.1.4 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 STUs or GSMSTUs; and
 - (c) alarm monitoring software,

(each an "Enabling Service").
- 5.2 If BT provides the Customer with any services other than the Redcare Classic, Redline and GSM Services (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**
- 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.
- (c) BT will:
- (i) install the Block Terminal at the applicable Site(s); and
- (ii) test the Block Terminal to ensure that it is ready for use.
- 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 the Connection Charge 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**
- (a) BT will treat the Purchased Equipment as accepted:
- (i) where BT does not install the Purchased Equipment, when the Customer or the Customer's Installer takes delivery or possession of the Purchased Equipment; and
- (ii) for the Block Terminal on the Service Start Date.
- 6.3.4 Warranty**
- (a) During the period of 60 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 faulty design by the Customer where the Purchased Equipment has been customised or integrated into the Customer's systems to the Customer's design;
- (v) the Incident is due to damage typically covered by the Customer's or the End Customer's insurance;
- (vi) the Incident is due to electrical damage; 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 In respect of the Redcare GSM Service and the Redcare Redline with GSM Service, 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 GSM Service or the Redcare Redline with GSM 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 the SIM Card 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 Classic, Redline and GSM Services or part of the Redcare Classic, Redline and GSM Services:
 - (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 Classic, Redline and GSM Services or part of the Redcare Classic, Redline and GSM Services 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 Classic, Redline and GSM Service or the affected part of the Redcare Classic, Redline and GSM Services until the Contract or the affected part of the Redcare Classic, Redline and GSM Services are terminated; and
 - (b) BT may apply a Charge to resume supply of the Redcare Classic, Redline and GSM Services or the affected part of the Redcare Classic, Redline and GSM Services 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 Digital Service Platform, Installation Charges once connection to the Digital Service Platform is operational;
 - (b) in respect of the connection from the ARC to the Digital Service Platform, Recurring Charges for the ARC Connection Components annually in advance and for any period where the connection from the ARC to the Digital 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) in respect of the Redcare GSM Service or the Redcare Redline with GSM Service, a Connection Charge, on the next billing date after set up of the Redcare GSM Service or the Redcare Redline with GSM Service;
 - (e) 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;
 - (f) Professional Services Charges; and
 - (g) 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 Classic, Redline and GSM Services in accordance with Paragraph 8.2 outside of Working Hours;
 - (c) Charges for expediting provision of the Redcare Classic, Redline and GSM Services 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 Classic, Redline and GSM Services are 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 be not 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 Classic, Redline and GSM Services, 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 Classic, Redline and GSM Services 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 Classic, Redline and GSM Services or part of the Redcare Classic, Redline and GSM Services,

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 Classic, Redline and GSM Services that are 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 Classic, Redline and GSM Services or part of the Redcare Classic, Redline and GSM Services,

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 Consequences of Termination

7.6.1 Cancellation or termination of the Contract, the Redcare Classic, Redline and GSM Services 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.

7.7 Moves

7.7.1 Standard Upgrade from the Redcare Classic Service to the Redcare GSM Service

- (a) For any Redcare Classic Service an End Customer is currently receiving, following expiry of the Minimum Period, the Customer may request conversion of the Redcare Classic Service to the Redcare GSM Service.
- (b) The conversion from the Redcare Classic Service to the Redcare GSM Service is subject to a new Minimum Period for each Standard Upgrade.
- (c) On commencement of the Operational Service Date of the Redcare GSM Service, the Customer will pay the Redcare GSM Service Recurring Charges.
- (d) After the conversion from the Redcare Classic Service to the Redcare GSM Service, if the Customer wishes to terminate the Redcare GSM Service during its Minimum Period then the Customer will:
 - (i) give BT Notice in accordance with Clause 16.1 of the General Terms; and
 - (ii) pay Termination Charges.
- (e) Standard Upgrade is not available from the Redcare Classic Service with fire STUs.

7.7.2 Grade 4 Grade Upgrade from the Redcare Classic Service to the Redcare GSM Service

- (a) For any Redcare Classic Service an End Customer is currently receiving, following expiry of the Minimum Period, the Customer may request conversion of the Redcare Classic Service to the Redcare GSM Service.
- (b) BT will waive any Connection Charge for the conversion from the Redcare Classic Service to the Redcare GSM Service under the Grade 4 Grade Upgrade.
- (c) The conversion from the Redcare Classic Service to the Redcare GSM Service is subject to a new Minimum Period for each Grade 4 Grade Upgrade.
- (d) On commencement of the Operational Service Date of the Redcare GSM Service, the Customer will continue to pay the Recurring Charges payable for the Redcare Classic Service.
- (e) If the Customer has ordered a Grade 4 Grade Upgrade but the Operational Service Date for the Redcare GSM Service has not commenced within 90 days from the date of dispatch of the GSMSTU by

BT, the Customer will lose any entitlement to a reduced monthly Recurring Charge and will instead pay the standard monthly Recurring Charge for the Redcare GSM Service.

- (f) After conversion from the Redcare Classic Service to the Redcare GSM Service, if the Customer wishes to terminate the Redcare GSM Service during its Minimum Period then the Customer will:
 - (i) give BT Notice in accordance with clause 16.1 of the General Terms; and
 - (ii) pay Termination Charges.
- (g) If the Customer is on an old residential tariff, the Customer's Recurring Charge will increase to the current Recurring Charge for Redcare Classic Service.
- (h) Grade 4 Grade Upgrade is not available from the Redcare Classic Service with fire STUs.

7.7.3 Redline Standard Upgrade from the Redcare Redline Service to the Redcare Redline with GSM Service

- (a) For any Redcare Redline Service an End Customer is currently receiving, following expiry of the Minimum Period, the Customer may request conversion of the Redcare Redline Service to the Redcare Redline with GSM Service.
- (b) The conversion from the Redcare Redline Service to the Redcare Redline with GSM Service is subject to a new Minimum Period for each Redline Standard Upgrade.
- (c) On commencement of the Operational Service Date of the Redcare Redline with GSM Service, the Customer will pay the Recurring Charges for Redcare Redline with GSM Service.
- (d) After conversion from the Redcare Redline Service to the Redcare Redline with GSM Service, if the Customer wishes to terminate the Redcare Redline with GSM Service during its Minimum Period the Customer will:
 - (i) give BT Notice in accordance with clause 16.1 of the General Terms and
 - (ii) pay Termination Charges.
- (e) Redline Standard Upgrade is not available from the Redcare Redline Service with fire STUs.

7.7.4 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 Classic, Redline and GSM Services including the applicable Service Option.
- (b) BT will not charge the Customer for a Single Connection Move.

7.7.5 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 Classic, Redline and GSM Services including all relevant Service Options.
- (b) BT will not charge the Customer for a Volume Connection Move.

7.8 Additional BT Termination Rights

7.8.1 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 Line; or
- (b) where the Customer or the End Customer subscribes to a telecommunications service via the Access Line that is technically incompatible with the applicable Service Option.

7.8.2 If BT terminates an applicable Service Option under this Paragraph 7.8, BT will charge the Customer in accordance with Paragraph 7.5.1 and BT may apply the Termination Charges.

7.9 Amendments to the General Terms

7.9.1 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 GSMSTUs 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.

7.9.2 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.

7.9.3 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.
- 7.9.4 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.
- 7.9.5 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.
- 7.9.6 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 the 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.
- 7.9.7 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.
- 7.9.8 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.
- 7.9.9 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).

7.10 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 Classic, Redline and GSM Services, 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 Classic, Redline and GSM Services to authorities, regulators and law enforcement agencies, where BT is legally required to;
- 8.1.4 if applicable to the Redcare Classic, Redline and GSM Services, 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 STU or GSMSTU and applicable Service Option as BT deems reasonable; and
- 8.1.7 install the Block Terminal where ordered as part of the Redcare Classic Service or the Redcare GSM Service.

8.2 Commissioning of the Service

Before the Operational Service Date, BT will:

- 8.2.1 configure the Redcare Classic, Redline and GSM Services; 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, in respect of the Redcare Redline Service and the Redcare Redline with GSM Service, work with Openreach to restore service as soon as practicable during Local Contracted Working Hours if BT detects, or if the Customer reports an Incident on the Redline Access Line;
- 8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform the Customer:
 - (a) at least five Working Days before any Planned Maintenance on the Redcare Classic, Redline and GSM Services, 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; or
 - (b) without undue delay for scheduled Redline Access Line Maintenance by Openreach; and
- 8.3.4 may, in the event of a security breach affecting the Redcare Classic, Redline and GSM Services, 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 Classic, Redline and GSM Services 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 Classic, Redline and GSM Services, 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 Classic, Redline and GSM Services 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 Classic, Redline and GSM Services;

- 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 Classic, Redline and GSM Services;
- 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 prepare and maintain the Customer's Site(s) and the End Customer's Site(s) for the installation of BT Equipment and the STUs or GSMSTUs and supply of the Redcare Classic, Redline and GSM Services, including:
- (a) providing a suitable and safe operational environment for any BT Equipment or the STU or GSMSTU 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 Classic, Redline and GSM Services, BT Equipment or the STU or GSMSTU, and, in order to mitigate any interruption to the Redcare Classic, Redline and GSM Services 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, STU or GSMSTU and any Customer Equipment, as appropriate.
- 9.1.7 install and commission, or arrange for the installation and commission, of the STU or GSMSTU;
- 9.1.8 install the BT Redcare Gateway Software, if not already installed;
- 9.1.9 arrange for connection of the Monitoring Equipment to the BT Redcare Network;
- 9.1.10 not and ensure that the End Customer will not disconnect the Access Line;
- 9.1.11 supply, install and maintain in good working order the Monitoring Equipment and the STU in accordance with the manufacturer's instructions.
- 9.1.12 install and maintain the GSMSTU in good working order in accordance with the manufacturer's instructions;
- 9.1.13 carry out any work required or arrange for any work required to be carried out to enable installation of the STU or GSMSTU and the Monitoring Equipment;
- 9.1.14 in respect of the Redcare GSM Service and the Redcare Redline with GSM Service:
- (a) 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(s) prior to placing an Order for a Service Option; and
 - (b) take appropriate measures when positioning aerials to ensure the correct operation of the GSM service. This may require the Customer or the Customer's Installer to use extension cabling or higher gain aerials;
- 9.1.15 place Orders for the Service Options via the Electronic Trading System and comply with the terms of use of the Electronic Trading System; and
- 9.1.16 ensure the Customer or the Customer's Installer has 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.
- 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 Classic, Redline and GSM Services;
 - (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 Classic, Redline and GSM Services or used in connection with the Redcare Classic, Redline and GSM Services;
- 9.2.5 ensure that any Customer Equipment that is connected to the Redcare Classic, Redline and GSM Services or that the Customer uses, directly or indirectly, in relation to the Redcare Classic, Redline and GSM Services is:
- (a) connected using the applicable BT Network termination point, unless the Customer has BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Redcare Classic, Redline and GSM Services and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) 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:
- (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) 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 Classic, Redline and GSM Services;
- 9.2.7 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;
- 9.2.8 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 Classic, Redline and GSM Services and:
- (a) immediately terminate access for any person who is no longer a User;
 - (b) 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;
 - (c) take all reasonable steps to prevent unauthorised access to the Redcare Classic, Redline and GSM Services;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Redcare Classic, Redline and GSM Services if BT requests the Customer to do so in order to ensure the security or integrity of the Redcare Classic, Redline and GSM Services; and
- 9.2.9 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 Classic, Redline and GSM Services.

9.3 The End of the Service

On termination of the Redcare Classic, Redline and GSM Services 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 an Incident, and if BT deems it necessary, BT will visit the Customer's Site(s) or the End Customer's Site(s) (or both).
- 10.3 If the Customer or the Customer's Installer reports an Incident on the BT Redcare Network in accordance with Paragraph 10:
 - 10.3.1 BT will aim to respond to the Incident report within four hours of receipt of the Incident report from the Customer or the Customer's Installer and will keep the Customer informed of progress if the Incident is not cleared within four hours; and
 - 10.3.2 BT will carry out an Incident repair on the BT Redcare Network 24x7x365.

Part C – Service Levels

11 Service Levels

11.1 There are no Service Levels for these Redcare Classic, Redline and GSM Services.

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.

“Access Line” means an analogue Circuit connecting the End Customer’s Site(s) to the BT Redcare Network.

“ARC” means the alarm receiving centre.

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

“Block Terminal” means a connection point that allows an Installer to connect a STU or GSMSTU into the Access Line and which is Purchased Equipment.

“BT Acceptable Use Policy” means specific rules that the Customer, the Customer’s Installers and End Customers have to follow when using the Redcare Classic, Redline and GSM Services. 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 Classic, Redline and GSM Services and the Customer’s alarm monitoring software and enables the Customer to interpret the alarm signals sent from the STUs or GMSTUs.

“BT Redcare Network” means a telecommunications system BT operates for conveying alarm and monitoring signals.

“Circuit” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided by the Customer.

“Compliance Obligations” means 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).

“Connection Charge” means the charge to set up the Redcare GSM Service or the Redcare Redline with GSM Service.

“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 the Redcare Classic, Redline and GSM Services.

“Digital Service Platform” means the platform that provides management of the Redcare Classic, Redline and GSM Services, including management of the STUs and GSMSTUs and the delivery of and logging of events to the ARC.

“Electronic Trading System” means the website BT makes available to the Customer for the purposes of ordering 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.

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

“Grade 4 Grade Upgrade” means the upgrade available as set out in Paragraph 7.7.1.

“GSM” means Global System for Mobile Communications.

“GSM Polling” means monitoring the availability of the GSM communications path by sending and receiving SMS messages at regular intervals between the GSMSTU and the BT Redcare Network.

“GSM Subscriber Terminating Unit” or **“GSMSTU”** means a device that is supplied by BT and located on the End Customer’s Site(s) for the purpose of transmitting and receiving signals to and from the Monitoring Equipment via the Access Line or SMS service and which is Purchased Equipment.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Redcare Classic, Redline and GSM Services or particular element of the Redcare Classic, Redline and GSM Services.

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the Redcare Classic, Redline and GSM Services or BT Equipment as applicable.

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

“Local Contracted Working Hours” means the times during which maintenance of any Redline Access Line is provided, which are Working Hours unless set out otherwise in any applicable Order.

“Maintenance” means any work on the BT Network or the Redcare Classic, Redline and GSM Services, including to maintain, repair or improve the performance of the BT Network or Redcare Classic, Redline and GSM 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 STUs or GSMSTUs and which is Customer Equipment.

“Network Coverage” has the meaning given in Paragraph 4.4.3.

“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.

“Openreach” means Openreach Limited, company number 10690039, which is a wholly-owned subsidiary of British Telecommunications plc that manages BT's local access network that connects customers to their local telephone exchange.

“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 any services that BT agrees to provide which are labour related services and set out in the Order.

“Redcare Classic, Redline and GSM Services” has the meaning given in Paragraph 1.

“Redcare Classic Service” means the Service Option set out in Paragraph 3.1.1.

“Redcare Redline Service” means the Service Option set out in Paragraph 3.1.2.

“Redcare Redline with GSM Service” means the Service Option set out in Paragraph 3.1.4

“Redcare GSM Service” means the Service Option set out in Paragraph 3.1.3.

“Redline Access Line” means any analogue line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Redcare Redline Service and the Redcare Redline with GSM Service and which connects End Customer's Site(s) to the BT Network in respect of the Redcare Redline Service and the Redcare Redline with GSM Service. The Customer, the Customer's Installer or the End Customer cannot make or receive telephone calls using the Redline Access Line and the Customer, the Customer's Installer or the End Customer cannot use the Redline Access Line for any other purposes or service.

“Redline Standard Upgrade” means the upgrade set out in Paragraph 7.7.3.

“Replacement Equipment” has the meaning given in Paragraph 6.3.4(b)(i).

“Schedule” means this Redcare Classic, Redline and GSM Services Schedule.

“Served Area” means the area where the Redcare Classic, Redline and GSM Services are available.

“Service Desk” means the helpdesk that the Customer is able to contact for support in accordance with Paragraphs 2.2 and 3.2, to report Incidents and ask questions about the Redcare Classic, Redline and GSM Services.

“Service Level” means any agreed minimum level of performance BT will provide for the Redcare Classic, Redline and GSM Services.

“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 Classic, Redline and GSM Services are provided.

“SMS” means Short Message Service, a facility available over the GSM.

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

“Standard Upgrade” means the upgrade set out in Paragraph 7.7.1.

“Subscriber Terminating Unit” or **“STUs”** means, in respect of the Redcare Classic and Redcare Redline Service, the device provided by the Customer or the Customer's Installer and located on the End Customer's Site(s) for the purpose of transmitting to and receiving signals from the Monitoring Equipment and which is Customer Equipment.

“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 Classic, Redline and GSM Services.

“User” means any person the Customer allows to use the Redcare Classic, Redline and GSM Services.

“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.