



# Redcare Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring 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 Unit 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 Next Generation Alarm Monitoring 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 BT Redcare 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. This 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 Essential Service

- (a) The Essential Service is a wireless only monitored and secure alarm signalling service.
- (b) The Essential Service will transmit alarm signals via 2G or 4G mobile connectivity.
- (c) BT will provide the Customer with an Alarm Signalling Unit, as set out in any applicable Order, that will include an integral UK roaming SIM Card that will use any of the main UK mobile networks and main Channel Islands mobile networks.
- (d) The Essential Service will monitor network connectivity by regular polling of the Alarm Signalling Unit.
- (e) The Essential Service will report loss of connectivity from the Alarm Signalling unit to the ARC.

### 3.1.2 Essential Extra Service

- (a) The Essential Extra Service is a dual path wireless only monitored and secure alarm signalling service.
- (b) The Essential Extra Service will transmit alarm signals via 2G or 4G mobile connectivity.
- (c) BT will provide you with an Alarm Signalling Unit, as set out in any applicable Order, that will include two integral SIM cards (a UK single network SIM Card and a UK roaming SIM Card that will use any of the main UK mobile networks and main Channel Islands mobile networks), each from a different mobile network operator.
- (d) The Essential Extra Service will monitor network connectivity on both mobile paths by regular polling over each path.
- (e) The Essential Extra Service will report any loss of signalling paths to the ARC.
- (f) If only one path is available on the Essential Extra Service, that path will perform using the primary path reporting and polling times.

### 3.1.3 Advanced Service

- (a) The Advanced Service is a dual path IP and wireless monitored and secure alarm signalling service.
- (b) The Advanced Service transmits alarm signals via two alarm signalling paths:
  - (i) primary path - IP path utilising the End Customer's broadband service or network; and
  - (ii) secondary path – via 2G or 4G mobile connectivity.
- (c) BT will provide the Customer with an Alarm Signalling Unit, as set out in any applicable Order, that will include two integral SIM Cards (a UK single network SIM Card and a UK roaming SIM Card that will use any of the main UK mobile networks and main Channel Islands mobile networks), each from a different mobile network operator.
- (d) In the event of a fault to the primary path, the alarm signals will be transmitted by the secondary path.
- (e) The Advanced Service will monitor both the primary and secondary paths which will be polled regularly.
- (f) The Advanced Service will report any loss of alarm signalling paths to the ARC.
- (g) If the secondary path is the only path available on the Advanced Service, it will perform using the primary path reporting and polling times.

### 3.1.4 Advanced Extra Service

The Advanced Extra Service is the same as the Advanced Service but with faster polling of the alarm signalling paths that enables faster reporting of a loss of connectivity to the Alarm Signalling Unit.

### 3.1.5 Ultimate Service

- (a) The Ultimate Service is a dual path IP and wireless monitored and secure alarm signalling service with built-in broadband hub.
- (b) **Ultimate Service with existing WLR3 Line**  
If an End Customer has a suitable WLR3 Line, BT will add Redcare Broadband to that WLR3 Line.
- (c) **Ultimate Service with Access Line**  
If an End Customer does not have a suitable Access Line, BT will install an Access Line and provide the Redcare Broadband service.
- (d) **Ultimate Service on existing FTTP connection**  
If an End Customer has a suitable FTTP connection, BT will add Redcare Broadband to that FTTP connection.
- (e) The Ultimate Service transmits alarm signals via two alarm signalling paths:
  - (i) primary path – IP path utilising an Alarm Signalling Unit with built-in broadband hub connected to Redcare Broadband; and
  - (ii) secondary path – via 2G or 4G mobile connectivity.
- (f) BT will provide the Customer with an Alarm Signalling Unit, as set out in any applicable Order, that will include two integral SIM Cards (a UK single network SIM Card and a UK roaming SIM Card that will use any of the main UK mobile networks), each from a different mobile network operator.
- (g) In the event of a fault to the primary path, the alarm signals will be transmitted by the secondary path.
- (h) The Ultimate Service will monitor both the primary and secondary paths which will be polled regularly.
- (i) The Ultimate Service will report any loss of alarm signalling paths to the ARC.
- (j) If the secondary path is the only path available on the Ultimate 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 Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring Service and that is located in the Customer's ARC ("**Service Management Boundary**").

4.2 BT will have no responsibility for the Redcare Next Generation Alarm Monitoring Service outside the Service Management Boundary.

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

4.4 BT does not make any representations, whether express or implied, about whether the Redcare Next Generation Alarm Monitoring Service will operate in combination with any Customer Equipment or other equipment and software.

4.5 The Redcare Next Generation Alarm Monitoring Service does not include the provision, installation, repair or maintenance of Monitoring Equipment.

4.6 The 2G or 4G mobile connectivity is not available in all parts of the United Kingdom or the Channel Islands.

4.7 The mobile network 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.

4.8 The Customer is responsible for checking the reliability, signal strength and availability of the mobile network and its coverage at the End Customer's Sites, irrespective of any information about mobile network 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.

4.9 BT is not responsible for the End Customer's WLR3 Line or FTTP connection.

4.10 BT can only provide the Redcare Next Generation Alarm Monitoring Service 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 Next Generation Alarm Monitoring Service and are necessary for the Redcare Next Generation Alarm Monitoring 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 devices with the ability to trigger the Alarm Signalling Unit; and
- (c) alarm monitoring software;

5.1.2 in respect of the Advanced Service and the Advanced Extra Service, the End Customer will require to have in place an existing broadband service or network for IP signalling;

5.1.3 in respect of the Ultimate Service with existing WLR3 Line, the End Customer will require to have in place an existing compatible WLR3 Line; and

5.1.4 in respect of the Ultimate Service with an existing FTTP connection, the End Customer will require to have in place an existing compatible FTTP connection.

(each an "**Enabling Service**").

- 5.2 If BT provides the Customer with any services other than the Redcare Next Generation Alarm Monitoring 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

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 120 consecutive months following the date of delivery of the Purchased Equipment (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 Equipment 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:

- (i) if the Purchased Equipment is not returned within 10 Working Days of the Incident being reported in accordance with Paragraph 6.3.4(b);
- (ii) if no Incident is found in the Purchased Equipment;
- (iii) if the Incident is not covered by the warranty; or
- (iv) if 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 Card

- 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 Next Generation Alarm Monitoring 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 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 Next Generation Alarm Monitoring Service or part of the Redcare Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring Service or part of the Redcare Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring Service or the affected part of the Redcare Next Generation Alarm Monitoring Service until the Contract or the affected part of the Redcare Next Generation Alarm Monitoring Service is terminated; and
  - (b) BT may apply a Charge to resume supply of the Redcare Next Generation Alarm Monitoring Service or the affected part of the Redcare Next Generation Alarm Monitoring 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 BT Redcare Platform, Installation Charges once connection to the BT Redcare Platform is operational;
- (b) in respect of the connection from the ARC to the BT Redcare Platform, Recurring Charges for the ARC Connection Components annually in advance and for any period where the connection from the ARC to the BT Redcare Platform is provided for less than one year, the Recurring Charges will be calculated on a daily basis;
- (c) in respect of Orders for the Essential Service, the Essential Extra Service, the Advanced Service and the Advanced Extra Service, Recurring Charges, from the time that the Alarm Signalling Unit connects to the BT Redcare Platform, 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. In respect of the Essential Service, the Essential Extra Service, Advanced Service and Advanced Extra Service, if the Alarm Signalling Unit is not connected to the BT Redcare Platform within three months of the Customer placing an Order for each of these Service Options, BT may commence invoicing the Customer for Recurring Charges from three months after the date the Customer places an Order for each of these Service Options;
- (d) in respect of Orders for the Ultimate Service, Recurring Charges, from the Operational Service Date, 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;
- (e) in respect of the Essential Service, the Essential Extra Service, Advanced Service and Advanced Extra Service, any Charges for any Purchased Equipment from the time that the Alarm Signalling Unit connects to the BT Redcare Platform. In respect of the Essential Service, the Essential Extra Service, Advanced Service and Advanced Extra Service, if the Alarm Signalling Unit is not connected to the BT Redcare Platform within three months of the Customer placing an Order for the Purchased Equipment, BT may invoice the Customer for any Charges for any Purchased Equipment from three months after the date the Customer places an Order for each of these Service Options;
- (f) in respect of the Ultimate Service, any Charges for any Purchased Equipment from the Operational Service Date;
- (g) Professional Services Charges; and
- (h) 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 Next Generation Alarm Monitoring Service in accordance with Paragraph 8.2 outside of Working Hours;
- (c) Charges for expediting provision of the Redcare Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring 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 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 Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring 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, it 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 Alarm Monitoring Service or part of the Redcare Alarm Monitoring 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 Next Generation Alarm Monitoring 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 Alarm Monitoring Service or part of the Redcare Alarm Monitoring 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 broadband service provider or IP network provider (whether BT or any other broadband service provider or IP network provider) cancels or disconnects the broadband service or IP network service that the End Customer uses for the Advanced Service or the Advanced Extra Service;
  - (b) in respect of the Advanced Service and Advanced Extra Service, where the End Customer subscribes to a broadband service or IP network service that is technically incompatible with the Redcare Next Generation Alarm Monitoring Service; or
  - (c) in respect of the Ultimate Service, where the Customer, the End Customer, the telecommunications service provider or FTTP service provider (whether BT or any other telecommunications service provider or FTTP service provider) cancels the WLR3 Line or FTTP service that the End Customer uses for the primary path.
- 7.6.2 The Parties will work together to endeavour to re-instate the communication service before BT terminates the applicable Service Option under this Paragraph 7.6.
- 7.6.3 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 Next Generation Alarm Monitoring 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 BT may:
- (a) change the frequency at which polling of the wireless path on the Essential Service is carried out;
  - (b) change the frequency at which polling of the wireless paths on the Essential Extra Service is carried out;
  - (c) change the frequency at which polling of the primary and secondary paths are carried out in respect of the Advanced, Advanced Extra and Ultimate Services;
  - (d) suspend the Redcare Next Generation Alarm Monitoring Service if the Customer uses any of the Service Options for something which it is not designed for; and
  - (e) if applicable, suspend polling on Alarm Signalling Units that have lost connectivity to the primary path or are only transmitting via the secondary path for longer than seven days.
- 7.8.2 In the event that 2G or 4G mobile connectivity fails due to a fault in the mobile network, BT will advise the Customer of such failure and will attempt to re-establish 2G or 4G mobile connectivity at intervals until it is restored.

## 7.9 Moves

### 7.9.1 Upgrade/Downgrade

- (a) The Customer may move from the Advanced Service to the Advanced Extra Service, or vice versa, at any time.
- (b) BT will not charge the Customer for the move. Instead, BT will charge the Customer for the Recurring Charges for the appropriate Service Option from the date of the move.

### 7.9.2 Ultimate Service End Customer Site Move

- (a) If the End Customer moves to a new Site within the Served Area, the Customer may request that BT moves the relevant Service Option(s) to the new End Customer's Site.
- (b) In respect of the Ultimate Service with existing WLR3 Line, the End Customer's new Site must be in a BT broadband served area. BT will check and advise if the existing WLR3 Line on the End Customer's new Site is suitable for Redcare Broadband and the provisions of Paragraph 8.1.6 will apply.
- (c) In respect of the Ultimate Service with Access Line, the End Customer's new Site must be in an Openreach and BT broadband served area. If required, BT will arrange for a survey to be conducted to confirm the availability of a suitable Access Line to the End Customer's new Site and the provisions of Paragraph 8.1.7 will apply.

- (d) In respect of the Ultimate Service on existing FTTP connection, the End Customer's new Site must be in a BT broadband served area. BT will check and advise if the existing FTTP connection on the End Customer's new Site is suitable for Redcare Broadband and the provisions of Paragraph 8.1.8 will apply.
- (e) If BT's checks or surveys demonstrate that BT is unable to provide the Service Option to the new End Customer Site, the Parties will discuss potential options available, if any.
- (f) If, following discussions as set out in Paragraph 7.9.2(e), the Customer does not wish to proceed with the End Customer Site move or BT advises that the End Customer Site move cannot proceed, the Customer may terminate for convenience in accordance with clause 16.1 of the General Terms. If the Customer does so, BT will charge the Customer in accordance with Paragraph 7.5.1 and BT may apply the Termination Charges. BT may also charge the Customer for the cost of the survey.
- (g) The Customer will place an Order for an End Customer Site move through the Electronic Trading System.
- (h) BT will charge the Customer for the move and the Charges will be published in the Charges section of the Electronic Trading System.

#### 7.9.3 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 Next Generation Alarm Monitoring Service including the applicable Service Option.
- (b) BT will not charge the Customer for a Single Connection Move.

#### 7.9.4 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 Next Generation Alarm Monitoring 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 date of delivery of the Purchased Equipment or the Operational Service Date, whichever is earlier, 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:
- (c) 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);
  - (d) 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

- (e) 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).
- 7.10.10 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 Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring Service to authorities, regulators and law enforcement agencies, where BT is legally required to;
- 8.1.4 if applicable to the Redcare Next Generation Alarm Monitoring 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 in respect of the Ultimate Service with existing WLR3 Line, check and advise the Customer if the existing WLR3 Line is suitable for Redcare Broadband. Where BT advises that the existing WLR3 Line is not suitable for Redcare Broadband, the Customer may:
  - (a) propose another existing WLR3 Line, in which case BT will carry out a further check in accordance with this Paragraph 8.1.6;
  - (b) cancel the Customer's existing Order for the Ultimate Service with existing WLR3 Line and place an Order for the Ultimate Service with Access Line, in which case Paragraph 8.1.7 will apply; or
  - (c) cancel the Customer's Order for the Ultimate Service with existing WLR3 Line and BT will have no obligation to provide the applicable Ultimate Service with existing WLR3 Line. The Customer will not be charged for cancelling the Order for the Ultimate Service with existing WLR3 Line;
- 8.1.7 in respect of the Ultimate Service with Access Line, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the End Customer's Site(s). Where the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the End Customer's Site(s), BT may provide a new quote to the Customer, detailing the additional Charges the Customer will need to pay for the engineering work to be completed, and:
  - (a) where the Customer accepts the new quote, will cancel the existing Order to the affected End Customer's Site(s), will generate a new Order for the affected End Customer's Site(s) and will arrange for the additional engineering works to be carried out; or
  - (b) where the Customer does not accept the new quote, will cancel the Customer's existing Order for the provision of the applicable Ultimate Service with Access Line to the affected End Customer's Site(s) and BT will have no obligation to provide the applicable Ultimate Service with Access Line. BT may raise a Charge for any reasonable costs incurred in performing the survey in accordance with clause 15 of the General Terms;
- 8.1.8 in respect of the Ultimate Service on existing FTTP connection, check and advise the Customer if the existing FTTP connection is suitable for Redcare Broadband. Where BT advises that the existing FTTP connection is not suitable for Redcare Broadband, the Customer may:
  - (a) propose another existing FTTP connection, in which case BT will carry out a further check in accordance with this Paragraph 8.1.8;
  - (b) cancel the Customer's existing Order for the Ultimate Service on existing FTTP connection and place an Order for the Ultimate Service with Access Line, in which case Paragraph 8.1.7 will apply; or
  - (c) cancel the Customer's Order for the Ultimate Service on existing FTTP connection and BT will have no obligation to provide the applicable Ultimate Service on existing FTTP connection. The Customer will not be charged for cancelling the Order for the Ultimate Service on existing FTTP connection; and
- 8.1.9 advise the Customer of the relevant ports that will need to be opened to enable End Customers to connect the Advanced Service or the Advanced Extra Service to their IP network or broadband service.

#### 8.2 Commissioning of the Service

Before the Operational Service Date, BT will:

- 8.2.1 configure the Redcare Next Generation Alarm Monitoring Service;



- 8.2.2 test the Access Line for the Ultimate Service; and
- 8.2.3 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 on the BT Network;
- 8.3.2 in respect of the Ultimate Service with Access Line, will work with Openreach to restore service as soon as practicable during Local Contracted Working Hours if BT detects, or if the Customer, or the Customer's Installer, reports an Incident on the Access Line;
- 8.3.3 will maintain a web portal and server, if requested, to provide the Customer or the Customer's Installer with online access to availability reports and the facility to check the status of the Alarm Signalling Units and carry out diagnostics;
- 8.3.4 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 Next Generation Alarm Monitoring 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; or
  - (b) without undue delay for scheduled Access Line Maintenance by Openreach;
- 8.3.5 may, in the event of a security breach affecting the Redcare Next Generation Alarm Monitoring Service, require the Customer to change any or all of the Customer's passwords;
- 8.3.6 will provide the Customer with such instruction, advice and guidance in the installation and commissioning of the Alarm Signalling Unit and applicable Service Option as BT deems reasonable; and
- 8.3.7 will provide reasonable advice and guidance to the Customer where an End Customer experiences problems with digital equipment connected via the End Customer's broadband service, WLR3 Line, Access Line or FTTP connection caused by the Redcare Next Generation Alarm Monitoring Service.

### 8.4 The End of the Service

- 8.4.1 On termination of the Redcare Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring 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 if applicable, ensure that all consents, licences, permissions and authorisations are in place for BT, or a third party on behalf of BT, to:
  - (a) carry out any checks on the End Customer's existing WLR3 Line in accordance with the Contract in respect of the Ultimate Service with existing WLR3 Line;

- (b) carry out any checks on the End Customer's existing FTTP connection in accordance with the Contract in respect of the Ultimate Service on existing FTTP;
  - (c) carry out any surveys required in accordance with the Contract in respect of the Ultimate Service with Access Line; or
  - (d) install an Access Line in the End Customer(s) Site in accordance with the Contract in respect of the Ultimate Service with Access Line;
- 9.1.7 obtain the necessary consents and approvals for connection of the:
- (a) Advanced Service or Advance Extra Service to each End Customer's broadband service or IP network;
  - (b) Ultimate Service with existing WLR3 Line to each End Customer's WLR3 Line; or
  - (c) Ultimate Service on existing FTTP connection to each End Customer's FTTP connection;
- 9.1.8 not, and ensure that the End Customer will not, terminate any WLR3 Line, Access Line or FTTP connection onto which BT has added Redcare Broadband nor cause any such WLR3 Line, Access Line or FTTP connection to fail. BT will not be responsible for any Incident caused by any failure of such WLR3 Line, Access Line or FTTP connection caused by the Customer, the Customer's Installer or the End Customer(s);
- 9.1.9 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 Unit and supply of the Redcare Next Generation Alarm Monitoring Service, including:
- (a) providing a suitable and safe operational environment for any BT Equipment or the Alarm Signalling Unit including all necessary trunking, conduits, cable trays, and, in respect of the Advanced Service and the Advanced Extra Service, 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 Next Generation Alarm Monitoring Service, BT Equipment or the Alarm Signalling Unit, and, in order to mitigate any interruption to the Redcare Next Generation Alarm Monitoring 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 Unit and any Customer Equipment, as appropriate;
- 9.1.10 install and commission, or arrange for the installation and commission, of the Alarm Signalling Unit;
- 9.1.11 install the BT Redcare Gateway Software if not already installed;
- 9.1.12 supply, install and maintain in good working order the Monitoring Equipment and the Alarm Signalling Unit in accordance with the manufacturer's instructions. The Customer will be responsible for any work required to enable installation of the Alarm Signalling Unit and the Monitoring Equipment;
- 9.1.13 ensure that the relevant ports are opened to enable End Customers to connect the Advanced Service or the Advanced Extra Service to their IP network or broadband service in accordance with Paragraph 8.1.9;
- 9.1.14 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;
- 9.1.15 take appropriate measures when positioning aerials to ensure the correct operation of the 2G or 4G service. This may require the Customer or the Customer's Installer to use extension cabling or higher gain aerials;
- 9.1.16 place Orders for the Service Options or the Alarm Signalling Units via the Electronic Trading System and comply with the terms of use of the Electronic Trading System; and
- 9.1.17 ensure that 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.
- 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 Next Generation Alarm Monitoring 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 maintain or arrange for the maintenance of the Alarm Signalling Units;
- 9.2.5 monitor and maintain any Customer Equipment connected to the Redcare Next Generation Alarm Monitoring Service or used in connection with a Redcare Next Generation Alarm Monitoring Service;
- 9.2.6 ensure that any Customer Equipment that is connected to the Redcare Next Generation Alarm Monitoring Service or that the Customer uses, directly or indirectly, in relation to the Redcare Next Generation Alarm Monitoring Service 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 Next Generation Alarm Monitoring Service 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;
- 9.2.7 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 Next Generation Alarm Monitoring Service;
- 9.2.8 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;
- 9.2.9 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 Next Generation Alarm Monitoring Service 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 Next Generation Alarm Monitoring Service;
  - (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 Next Generation Alarm Monitoring Service if BT requests the Customer to do so in order to ensure the security or integrity of the Redcare Next Generation Alarm Monitoring Service;
- 9.2.10 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 Next Generation Alarm Monitoring Service;

9.2.11 make the Customer's Installer and End Customers aware of any applications that BT makes available via the Google Play store or the Apple App store; and

9.2.12 make the Customer's Installer aware of the BT Upload Download Software.

### 9.3 The End of the Service

On termination of the Redcare Next Generation Alarm Monitoring 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 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).



## Part C – Service Levels

### 11 Service Levels

11.1 There are no Service Levels for this Redcare Next Generation Alarm Monitoring 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.

**“Access Line”** means a Circuit connecting the End Customer’s Site(s) to the BT Network. The Customer, the Customer’s Installer or the End Customer cannot make or receive telephone calls using the Access Line and the Customer, the Customer’s Installer or the End Customer cannot use the Access Line for any other purpose or service.

**“Advanced Service”** means the Service Option set out in Paragraph 3.1.3.

**“Advanced Extra Service”** means the Service Option set out in Paragraph 3.1.4.

**“Alarm Signalling Unit”** means the alarm signalling unit required for the Essential Service, the Essential Extra Service, Advanced Service, Advanced Extra Service and Ultimate 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 Next Generation Alarm Monitoring Service. The Customer can find the policy at [www.bt.com/acceptableuse](http://www.bt.com/acceptableuse) (or any other online address that BT may advise the Customer).

**“BT Redcare”** means a sub-brand of BT.

**“BT Redcare Platform”** means the platform that provides management of the Redcare Next Generation Alarm Monitoring Service, including management of the Alarm Signalling Unit and the delivery of and logging of events to the ARC.

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

**“BT Upload Download Software”** means the software that allows an Installer to connect through the wireless or IP path directly to the alarm panel and carry out remote maintenance and fault diagnosis on the alarm panel. The Installer can obtain the BT Upload Download Software direct from BT.

**“Circuit”** means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Redcare Next Generation Alarm Monitoring Service.

**“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](http://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 the Redcare Next Generation Alarm Monitoring Service.

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

**“Essential Service”** means the Service Option set out in Paragraph 3.1.1.

**“Essential Extra Service”** means the Service Option set out in Paragraph 3.1.2

**“Fibre to the Premises”** or **“FTTP”** means a pure fibre connection from the BT exchange all the way to the Customer’s premises.

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

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the Redcare Next Generation Alarm Monitoring Service or particular element of the Redcare Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring Service or BT Equipment as applicable.

**"Installer"** means the person or company the Customer enters into a contract with to install the Alarm Signalling Units 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.

**"Local Contracted Working Hours"** means the times during which maintenance of any 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 Next Generation Alarm Monitoring Service, including to maintain, repair or improve the performance of the BT Network or Redcare Next Generation Alarm Monitoring 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 Unit and which is Customer Equipment.

**"Network Coverage"** has the meaning given in Paragraph 4.8.

**"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 those services provided by BT which are labour related services.

**"Redcare Broadband"** means the private broadband service provided by BT Redcare in order to provide the Customer or End Customers with the Ultimate Service. The Customer, the Customer's Installer or End Customers will not have access to the Internet and the Customer, the Customer's Installer or End Customers cannot make telephone calls using Redcare Broadband. The Customer, the Customer's Installer or End Customers cannot use the Redcare Broadband service for any other purpose or service.

**"Redcare Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring Service Schedule.

**"Served Area"** means the area where the Redcare Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring Service.

**"Service Level"** means any agreed minimum level of performance BT will provide for the Redcare Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring 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 Next Generation Alarm Monitoring Service.

**“Ultimate Service”** means the Service Option set out in Paragraph 3.1.5.

**“User”** means any person the Customer allows to use the Redcare Next Generation Alarm Monitoring 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.

**“WLR3 Line”** means an Openreach copper access telephony service.

**“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.