



# Redcare Secure Service Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

## 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.

## Part A – The Redcare Secure Service

### 1 Service Summary

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

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

### 2 Standard Service Components

BT will provide you 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 you with:

- (a) if required, a router to enable you to connect to the BT Network and this will be BT Equipment;
- (b) BT Redcare Gateway Software;
- (c) connectivity from the ARC to the Enterprise Service Platform; and
- (d) access to the Electronic Trading System to enable you to place orders for the Service Options. The terms of use of the Electronic Trading System are set out in Paragraph 7.10.

#### 2.2 Support for the ARC Connection Components

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

### 3 Service Options

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

#### 3.1.1 Secure 2 Service

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

#### 3.1.2 Secure 3 Service

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

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

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

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

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

**3.1.5 Secure Fire Service**

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

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

- (a) The Secure Fire IP Service is a dual path IP and wireless monitored and secure alarm signalling service.
- (b) The Secure Fire IP Service transmits alarm signals via two alarm signalling paths:
  - (i) primary path – IP path utilising the End Customer’s Broadband Service; and
  - (ii) secondary path - wireless communication path via the 2G/3G network.
- (c) BT will provide you with an Alarm Signalling Device, as set out in any applicable Order, that will include an integral UK roaming SIM Card that will use any of the main UK and main Channel Islands mobile networks.

- (d) In the event of a fault to the primary path, the alarm signals will be transmitted by the secondary path.
- (e) The Secure Fire IP Service will monitor both the primary and secondary paths which will be polled regularly.
- (f) The Secure Fire IP Service will report any loss of alarm signalling paths to the ARC.
- (g) If the secondary path is the only path available on the Secure Fire IP Service, it will perform using the primary path reporting and polling times.

### 3.2 Support for the Service Options

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

3.2.1 24x7x365 free access to the Service Desk.

3.2.2 The Service Desk will provide you with telephone support.

3.2.3 Where an Incident is not resolved through the telephone support provided by the Service Desk, you 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 you for the End Customer Site visit depending on the nature of the Incident.

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

## 4 Service Management Boundary

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

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

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

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

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

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

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

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

4.9 The Redcare Secure Schedule does not include the following:

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

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

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

4.10 Where an End Customer's Site is designated as a "Hot Site" by an electricity company, the Redcare Secure Service will not be available.

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

## 5 Associated Services and Third Parties

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

5.1.1 in respect of all Service Options:

(a) compatible Customer Equipment with the ability to trigger the Alarm Signalling Device;

(b) alarm monitoring software; and

(c) Access Circuit (except for the Secure Solo Service);

5.1.2 in respect of the Secure IP Service and the Secure Fire IP Service, a Broadband Service, (each an "**Enabling Service**").

- 5.2 If BT provides you with any services other than the Redcare Secure Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

## 6 Equipment

### 6.1 Use of BT Equipment and Purchased Equipment

In relation to BT Equipment, and until title in any Purchased Equipment transfers to you in accordance with Paragraph 6.3.2, you will and ensure that your 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 your Site(s) without BT's written consent and you 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 you 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 your 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 your 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 your accounting books;
- 6.1.11 where there is a threatened seizure of the BT Equipment and Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment and Purchased Equipment; and
- 6.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.

### 6.2 BT Equipment

- 6.2.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

### 6.3 Purchased Equipment

#### 6.3.1 Delivery of Purchased Equipment

- (a) You 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 you when you have paid for the Purchased Equipment in full.
- (b) Risk in the Purchased Equipment will pass to you on delivery of the Purchased Equipment, but you 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 you or your Installer take delivery or possession of the Purchased Equipment.

#### 6.3.4 Warranty

- (a) During the period of 30 consecutive months from the date of the Order (or any other period that BT advises you in a Notice), if you or your Installer, report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, subject to Paragraph 6.3.4(b), BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
- (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
  - (ii) the Purchased Equipment has been modified without BT's written consent;
  - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
  - (iv) the Incident is due to damage typically covered by your or the End Customer's insurance;
  - (v) the Incident is due to electrical damage;
  - (vi) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
  - (vii) the Incident is due to fair wear and tear.
- (b) If you report 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 Business Day following BT's decision to replace it ("**Replacement Equipment**");
  - (ii) title and risk in the Replacement Equipment will pass to you on delivery;
  - (iii) you will return the Purchased Equipment within 10 Business 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 you a sum not exceeding the value of the replacement if:
- (i) the Purchased Equipment is not returned within 10 Business 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 both of us) within a reasonable time.

#### 6.3.5 Security

- (a) You will ensure the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you 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 Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you 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 You 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 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

## 6.5 Sale of Goods

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

## 6.6 SIM Cards

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

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

6.6.3 You 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 You 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 You will ensure that you, your Installer or the End Customers, inform the Service Desk immediately by telephone if the SIM Card is lost, stolen, damaged or destroyed, or if you, your Installer or the End Customers, become aware that it is being used in an unauthorised manner.

6.6.6 You 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 Changes to the Contract

7.1.1 BT may amend the Contract (including the Charges) at any time by either:

- (a) publishing the amendment (except changes to the Charges) online at <https://www.redcare.bt.com/terms-and-conditions.html> (or any other online address that BT advises you 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 you.

7.1.2 In the event that the amendments cause you material detriment, BT will give you Notice 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.

7.1.3 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected Service in accordance with Clause 17 of the General Terms within:

- (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 7.1.1(a) or 7.1.1(b); or
- (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 7.1.1(c).

### 7.2 Minimum Period of Service

7.2.1 Each of the Service Options will have a Minimum Period of Service.

7.2.2 At the end of the Minimum Period of Service, unless one of us has given Notice to the other 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 of us will continue to perform our obligations in accordance with the Contract.

7.2.3 If either of us gives Notice to the other 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 of Service.

### 7.3 Termination for Convenience



- 7.3.1 For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Redcare Secure Service or an applicable Service Option by giving 30 days' Notice to the other.
- 7.4 Customer Committed Date**
- 7.4.1 If you request a change to the Redcare Secure Service or any part of the Redcare Secure Service, then BT may revise the Customer Committed Date to accommodate that change.
- 7.4.2 BT may expedite delivery of the Redcare Secure Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.
- 7.5 Invoicing**
- 7.5.1 The Charges for the ARC Connection Components will be as set out in the Order.
- 7.5.2 The Charges for the Service Options will be as set out in the Charges section of the Electronic Trading System.
- 7.5.3 Unless set out otherwise in any applicable Order or the Electronic Trading System, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
- (a) in respect of the connection from the ARC to the Enterprise Service Platform, Installation Charges once connection to the Enterprise Service Platform is operational;
  - (b) in respect of the connection from the ARC to the Enterprise Service Platform, Recurring Charges for the ARC Connection Components annually in advance and for any period where the connection from the ARC to the Enterprise Service Platform is provided for less than one year, the Recurring Charges will be calculated on a daily basis;
  - (c) in respect of Orders for each of the Service Options, Recurring Charges, for the relevant Service Option, monthly in advance and for any period where the Service Option is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - (d) any Charges for any Purchased Equipment from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment;
  - (e) Professional Services Charges; and
  - (f) any Termination Charges incurred in accordance with Paragraph 7.6 upon termination of the relevant Service.
- 7.5.4 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
  - (b) Charges for commissioning the Redcare Secure Service in accordance with Paragraph 8.2 outside of Business Hours;
  - (c) Charges for expediting provision of the Redcare Secure Service at your request after BT has informed you of the Customer Committed Date; and
  - (d) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.
- 7.5.5 BT may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future invoices in respect of the ARC Connection Components.
- 7.6 Termination Charges**
- 7.6.1 If you terminate the Contract or the Redcare Secure Service or any of the Service Options for convenience in accordance with Clause 17 of the General Terms you 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; and
  - (c) any charges reasonably incurred by BT from a supplier as a result of early termination.
- 7.6.2 In addition to the Charges set out at Paragraph 7.6.1 above, if you terminate a Service Option during the Minimum Period of Service, you will pay BT Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for the applicable Service Option for any remaining months of the Minimum Period of Service for the applicable Service Option.
- 7.6.3 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.
- 7.7 Service Specific Conditions**



- 7.7.1 If the Redcare Secure Service fails due to a fault in the Access Circuit or the Broadband Service, BT will monitor the 2G/3G communications path between the Alarm Signalling Device and the Enterprise Service Platform by polling.
  - 7.7.2 BT may change the frequency at which the polling is carried out.
  - 7.7.3 The Redcare Secure Service will generate test calls on the End Customer's PSTN telephone line. If applicable, where the 2G/3G Service is unavailable, the Redcare Secure Service will deliver alarms via a PSTN call. These calls will take place using a freephone (0800) number. This does not apply to the Secure Solo Service as it is a wireless only service.
  - 7.7.4 In respect of the applicable Service Options, BT may suspend polling of the Alarm Signalling Device where the Access Circuit is not re-established within 96 hours of a failure occurring.
  - 7.7.5 BT may, if applicable, suspend polling on the Alarm Signalling Device that has lost connectivity to the primary path and is only transmitting via the secondary path for longer than seven days.
  - 7.7.6 If the 2G/3G Service fails due to a fault in the mobile network, BT will advise you of such failure and will attempt to re-establish 2G/3G communications at intervals until communication is restored.
  - 7.7.7 Where you cause a communications failure by failing to discharge satisfactorily your obligations in accordance with Paragraph 9, BT may suspend polling of the Alarm Signalling Device until BT receives reasonable assurances that your obligations have been and will continue to be met.
  - 7.7.8 In addition to its termination rights under the Contract, BT may suspend the Redcare Secure Service if you do not comply with your obligations set out in Paragraph 9 or you use any of the Service Options for something for which it is not designed.
- 7.8 Moves**
- 7.8.1 Upgrade/Downgrade
    - (a) Following expiry of the Minimum Period of Service, you may request a regrade from one Service Option to another Service Option, subject to Paragraph 7.8.1(b).
    - (b) You cannot regrade between the Security Service Options and the Fire Service Options or vice versa.
    - (c) You may order a regrade through the Electronic Trading System.
    - (d) BT will charge you for the Recurring Charges for the appropriate Service Option from the date of the regrade.
  - 7.8.2 Single Connection Move
    - (a) At your request and subject to BT confirming a Single Connection Move is possible, BT will carry out a Single Connection Move provided that the gaining alarm receiving centre is capable of taking the Redcare Secure Service including the applicable Service Option.
    - (b) BT will not charge you for a Single Connection Move.
  - 7.8.3 Volume Connection Move
    - (a) At your request and subject to BT confirming a Volume Connection Move is possible, BT will carry out a Volume Connection Move provided that the gaining alarm receiving centre is capable of taking the Redcare Secure Service including all relevant Service Options.
    - (b) BT will not charge you for a Volume Connection Move.
- 7.9 Additional BT Termination Rights**
- 7.9.1 In addition to its termination rights under the General Terms, BT may terminate an applicable Service Option:
    - (a) where you, the End Customer or the End Customer's telecommunications service provider (whether BT or any other telecommunications service provider) arranges for disconnection of the Access Circuit; or
    - (b) where you or the End Customer subscribes to a telecommunications service via the Access Circuit that is technically incompatible with the applicable Service Option.
  - 7.9.2 If BT terminates an applicable Service Option under this Paragraph 7.9, BT will charge you in accordance with Paragraph 7.6.1 and BT may apply the Termination Charges in accordance with Paragraph 7.6.2.
- 7.10 Terms of Use for the Electronic Trading System**
- 7.10.1 You will use the Electronic Trading System to:
    - (a) place an Order for the Service Option(s) or Alarm Signalling Devices; and
    - (b) update, amend or cease existing Service Options.

- 7.10.2 Each of us will appoint a person or persons to be a technical contact and commercial or operational contact for dealing with matters relating to the Transactions in accordance with Paragraph 7.10.
- 7.10.3 Access to the Electronic Trading System will be controlled by the use of such security devices, certification, encryption, user IDs, access tokens or passwords (or any combination of these) as BT may advise is appropriate from time to time.
- 7.10.4 You are responsible for the security and proper use of all security devices, certification, encryption, user IDs, access tokens and passwords used in connection with access to the Electronic Trading System (including changing passwords on a regular basis) and you will take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
- 7.10.5 You will immediately inform BT if there is any reason to believe that a security device certificate, encryption, user ID, access token or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 7.10.6 You will not change or attempt to change a user ID. If you forget or lose a security device, certificate, encryption, user ID, access token or password you will contact BT as soon as possible and satisfy such security checks as BT may operate.
- 7.10.7 Where you have a reason to believe that the security of the Electronic Trading System has been compromised you will immediately inform BT as soon as possible and BT will suspend all Transactions.
- 7.10.8 Where BT has reason to believe that the security of the Electronic Trading System has been compromised BT may immediately suspend all Transactions by you.
- 7.10.9 Where BT suspends Transactions by you under this Paragraph 7.10, BT will only reinstate Transactions when BT is satisfied that all necessary measures to secure access to the Electronic Trading System have been taken.
- 7.10.10 Both of us agree that any Transaction is considered “in writing”.
- 7.10.11 Signed Documents will be deemed for all purposes to have been “signed” and to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.
- 7.10.12 Neither of us will contest the validity or enforceability of signed Documents under the provisions of any Applicable Law requiring certain agreements be in writing and signed by both of us to be bound.
- 7.10.13 Signed Documents either of us introduce as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between both of us to the same extent and under the same conditions as other business records originated and maintained in documentary form.
- 7.10.14 Neither of us will contest the admissibility of copies of signed Documents on the basis that the signed Documents were not originated or maintained in documentary form.
- 7.10.15 BT will maintain without any modification the alarm signalling logs for a minimum period of two years from the later of the date that the record is created or last modified.
- 7.10.16 BT may maintain the alarm signalling logs on computer media or other suitable means provided that the alarm signalling logs can be readily retrieved and presented in a readable form.
- 7.10.17 BT may temporarily suspend the use of the Electronic Trading System for repair, maintenance or improvement. In such cases, BT will use reasonable endeavours to:
- (a) provide you with as much notice as is practicable; and
  - (b) reinstate the Electronic Trading System as soon as reasonably practicable.
- 7.10.18 BT may further suspend use of the Electronic Trading System, without affecting its right to terminate access, where you are in breach of this Paragraph 7.10 or the Contract.
- 7.11 **Amendments to the General Terms**
- 7.11.1 The wording in Clause 9.5 of the General Terms is deleted and replaced with the following:
- 9.5 Unless you are disputing an invoice (see Clause 11), you will pay each invoice BT sends you within 60 days of the date on it. You will pay the full amount in cleared funds into BT’s bank account, without any set-off, counterclaim, deduction or withholding, unless you legally have to take something off.

## Part B – Service Delivery and Management

### 8 BT's Obligations

#### 8.1 Service Delivery

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

- 8.1.1 provide you with contact details for the Service Desk which will be available 24x7x365;
- 8.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract; and
- 8.1.3 provide you with such instruction, advice and guidance in the installation and commissioning of the Alarm Signalling Device and applicable Service Option as BT deems reasonable.

#### 8.2 Commissioning of the Service

Before the Service Start Date, BT will:

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

#### 8.3 During Operation

On and from the Service Start Date, BT:

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

#### 8.4 The End of the Service

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

### 9 Your Obligations

#### 9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Redcare Secure Service, you will, and ensure that your Installer will, as appropriate:

- 9.1.1 if applicable, provide BT with access to any of your or the End Customer's Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Redcare Secure Service;
- 9.1.2 if applicable, provide BT with Notice of any health and safety rules and regulations and security requirements that apply at your Site(s) and the End Customer's Site(s);
- 9.1.3 not disconnect the Access Circuit and will ensure that the End Customer will not disconnect the Access Circuit;
- 9.1.4 prepare and maintain your Site(s) and the End Customer's Site(s) for the installation of BT Equipment and the Alarm Signalling Device and supply of the Redcare Secure Service, including:
  - (a) providing a suitable and safe operational location and environment (including adequate ventilation) for any BT Equipment or the Alarm Signalling Device including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;

- (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow for any necessary installation or maintenance services;
- (c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
- (d) provide a secure, continuous power supply at your Site(s) and the End Customer's Site(s) for the operation and maintenance of the Redcare Secure Service, BT Equipment or the Alarm Signalling Device, and, in order to mitigate any interruption to the Redcare Secure Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
- (e) provide and connect internal cabling between the BT Equipment, Alarm Signalling Device and any Customer Equipment, as appropriate.

9.1.5 install and commission, or arrange for the installation and commission, of the Alarm Signalling Device;

9.1.6 install the BT Redcare Gateway Software if not already installed;

9.1.7 supply, install and maintain in good working order the Monitoring Equipment and the Alarm Signalling Device in accordance with the manufacturer's instructions. You will be responsible for any work required to enable installation of the Alarm Signalling Device and the Monitoring Equipment;

9.1.8 carry out a check of the reliability of the Network Coverage at the End Customer's Site and will confirm to BT, in writing, that there is Network Coverage at the End Customer's Site prior to placing an Order for a Service Option;

9.1.9 take appropriate measures when positioning aerials to ensure the correct operation of the 2G/3G Service. This may require you or your Installer to use extension cabling or higher gain aerials;

9.1.10 place Orders for the Service Options or the Alarm Signalling Devices via the Electronic Trading System and comply with the terms of use of the Electronic Trading System set out in Paragraph 7.10;

9.1.11 ensure you or your Installer have provisions in contracts with End Customers similar to those provisions set out in Clause 6.6 and Clause 12.3 of the General Terms; and

9.1.12 obtain the necessary consents and approvals for the connection of the Alarm Signalling Device to the Access Circuit, except for the Secure Solo Service.

## 9.2 During Operation

On and from the Service Start Date, you will, and ensure that your Installer will, as appropriate:

9.2.1 ensure that End Customers report Incidents to the Customer Contact or your Installer and not to the Service Desk;

9.2.2 ensure that the Customer Contact or your Installer will take Incident reports from End Customers and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;

9.2.3 monitor and maintain any Customer Equipment connected to the Redcare Secure Service or used in connection with the Redcare Secure Service;

9.2.4 ensure that any Customer Equipment that is connected to the Redcare Secure Service or that you use, directly or indirectly, in relation to the Redcare Secure Service is:

- (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
- (b) adequately protected against viruses and other breaches of security;
- (c) technically compatible with the Redcare Secure Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
- (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;

9.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your 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 Acceptable Use Policy and you are contacted by BT about such material,

and redress the issues with the Customer Equipment prior to reconnection to the Redcare Secure Service;

- 9.2.6 in respect of the Electronic Trading System, maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 9.2.7 in respect of the Electronic Trading System, ensure the security and proper use of all valid User access profiles, passwords, access tokens and other systems administration information used in connection with the Redcare Secure Service and:
- (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 Secure 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 Secure Service if BT requests you to do so in order to ensure the security or integrity of the Redcare Secure Service; and
- 9.2.8 in respect of the Electronic Trading System, not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Redcare Secure Service.

### 9.3 The End of the Service

On termination of the Redcare Secure Service by either of us, you 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 you become aware of an Incident:

- 10.1.1 the Customer Contact, or your Installer, will report it to the Service Desk;
- 10.1.2 BT will give you, or your Installer, a Ticket;
- 10.1.3 BT will inform you, or your Installer, when it believes the Incident is cleared and will close the Ticket when:
  - (a) you, or your Installer, confirm that the Incident is cleared within 24 hours after having been informed; or
  - (b) BT has attempted unsuccessfully to contact you, or your Installer, in the way agreed between both of us in relation to the Incident, and you, or your Installer, have not responded within 24 hours following BT's attempt to contact you or your Installer.
- 10.1.4 If you, or your Installer, confirm 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 you or your 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 you;
- 10.2.2 by carrying out connectivity testing;
- 10.2.3 where possible, by performing diagnostic checks from BT premises or remotely; and
- 10.2.4 if Paragraphs 10.2.1, 10.2.2 and 10.2.3 above do not diagnose or clear the Incident, and if BT deems it necessary, BT will visit your Sites(s) or the End Customer's Site(s) (or both).

Part C – Service Levels

**11 Service Levels**

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

## Part D – Defined Terms

### 12 Defined Terms

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

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

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

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

**“ARC”** means the alarm receiving centre.

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

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

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

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

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

**“Document”** means data constituting a record of a Transaction whether in paper or electronic form.

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

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

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

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

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

**“General Terms”** means the general terms to which this Schedule is attached or can be found at <https://www.globalservices.bt.com/en/terms-and-conditions>, and that form part of the Contract.

**“Hot Site”** means a site primarily found in the vicinity of an electricity generation or transforming station or other operational buildings which may extend beyond the perimeter of the associated electricity station.

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

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

**“Installer”** means the person or company you enter into a contract with to install the Alarm Signalling Devices and provide the Service Options to the End Customer on your 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.

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

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

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



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

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

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

**“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 the Redcare Secure Service or applicable part of the Redcare Secure Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

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

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

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

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

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

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

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

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

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

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

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

**“Service 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 you to another alarm receiving centre or from another alarm receiving centre to you.

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

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

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

**“Transactions”** means Orders for the Service Options, Alarm Signalling Devices or moves and any other add-on to a Service Option that you place via the Electronic Trading System.

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

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

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