



# Redcare Agile Service Schedule

The provisions of this Service Schedule are in addition to the Conditions for Redcare Alarm Monitoring Services (the "Conditions") and form part of this Contract.

## 1. INTERPRETATION

In this Service Schedule the following terms, in addition to those stated in clause 1 of the Conditions, have the meaning shown next to them:-

**"AGILE System"** constitutes the BT Redcare Enterprise Service Platform, the BT dial ISP service, the BT Redcare IP and GPRS interconnection network, the BT Mobility GPRS service, the BT Redcare Host to ARC interface network, the ARC gateway service and the customer premises equipment. These elements combine to form the end to end system;

**"Equipment"** means a TITAN device that is supplied by BT and located on the End User's premises for the purpose of transmitting and receiving signals to and from the Monitoring Equipment via the Service;

**"GPRS"** means General Packet Radio Service;

**"GPRS Poll"** means to monitor the availability of the GPRS communications path by sending and receiving GPRS messages at regular intervals between the TITAN and the Agile System. "GPRS Polling" shall be construed accordingly;

**"IP"** Internetworking Protocol: A suite of open architecture protocols that allow data communication over disparate networks;

**"Network Operator"** means the operator who owns and operates the GPRS cellular network and provides the SIM Cards;

**"PSTN"** Public Switched Telephone Network;

**"SIM Card"** means the Subscriber Identity Module containing data (including the Customer's identity) which has been supplied to the Customer by BT;

## 2. SERVICE DESCRIPTION

2.1 The Service comprises End User equipment, the wireless and landline network connectivity,

and hosting platforms and delivery network through to the Alarm Monitoring Centre. The Service securely delivers alarms and regularly monitors and reports failure of the signalling path(s). The Service can utilise a PSTN call and/or IP session for the fixed / landline communication and the GPRS network for the wireless communication path.

2.2 The GPRS element of the Service provides the primary, alternative or tandem route for the transmission of alarm signals using the GPRS network. In the event that the Service fails due to a fault in the Access Circuit, the AGILE System will receive signals transmitted by the Equipment using the GPRS service.

2.3 The Service includes the provision by BT of Equipment for each connection to the Service to the address specified by the Customer. Ownership of the Equipment will pass to the Customer on payment of the connection charge in full. Until payment in full the Equipment will appear in the Customer's books in the name of BT. Risk in the Equipment passes to the Customer on delivery.

2.4 The Service does not include:

- (a) the provision or repair or maintenance of telephone service to the Customer;
- (b) the provision or installation or repair or maintenance of Monitoring Equipment;
- (c) the provision or repair or maintenance of GPRS service to the Customer or End User; or
- (d) the installation, repair or maintenance of the Equipment;

2.5 The Customer acknowledges that the Service is restricted as follows:

- (a) the GPRS service is not available in all parts of the United Kingdom; and
- (b) the GPRS service is not fault free and it may be impaired by local, geographical, topographical and/or atmospheric conditions, and/or other causes of physical or electromagnetic interference beyond BT's control.

The Customer specifically acknowledges that BT has no liability for poor or fluctuating GPRS signal strength

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or for temporary or permanent interference with the GPRS signal at an End User's premises irrespective of any information published by the Network Operator.

2.6 The Customer agrees:

- (a) that the SIM Card is supplied to BT under licence and will at all times remain the property of the Network Operator. The Customer cannot sell the SIM Card number, code or any associated number or agree to transfer them to any third party;
- (b) to inform BT's service desk immediately by telephone if the SIM Card is lost, stolen, damaged or destroyed, or the Customer becomes aware that it is being used in an unauthorised manner.

2.7 Faults in the GPRS cellular network are the responsibility of the Network Operator].

2.8 Any date proposed by BT for connection to the GPRS service is to be treated as an estimate only and BT accepts no liability for failure to meet it.

2.9 In the event that the Service fails due to a fault in the Access Circuit, BT will monitor the GPRS communications path between the Equipment and the AGILE System by GPRS Polling.

2.10 BT will set GPRS Polling intervals as BT deems appropriate from time to time and notwithstanding publication or notification of GPRS Polling intervals BT reserves the right to change the frequency at which GPRS Polling is carried out (either generally or with regard to specific GPRSs) without prior notification or warning.

2.11 In any event BT reserves the right to suspend GPRS Polling of the Equipment where the AGILE landline communication service is not re-established within 72 hours of a failure occurring.

2.12 In the event that the GPRS service fails due to a fault in the GPRS cellular network, BT will advise the Customer of such failure and will attempt to re-establish GPRS communications at intervals until communication is restored.

2.13 For the avoidance of doubt, where a communications failure is caused by a failure of the Customer to satisfactorily discharge its obligations set out in paragraph 4 of this Service Schedule, BT reserves the right to not

GPRS Poll the Equipment until such time as BT receives reasonable assurances that the Customer's obligations have been and will continue to be met.

2.14 The Agile Service will generate a daily test call on the end-users telephone line. Equally, if the wireless GPRS service is unavailable, the Agile Service will deliver alarms via a PSTN call. These calls will be billed to the end-user telephone service and be the responsibility of the end-user.

### 3. BT's OBLIGATIONS

3.1 BT will deliver the Equipment to a delivery address in the United Kingdom as specified by the Customer to BT.

3.2 BT will provide the Customer with such instruction, advice and guidance in the use and operation of the GPRS service and the installation and commissioning of the Equipment as BT deems reasonable.

3.3 BT will provide a service desk to the Customer which is available on Working Days on an 0870 number.

3.4 The service desk will provide 1st line support in terms of:

- a) system diagnostics;
- b) remote Equipment diagnostics, where a path is available, and
- c) GPRS connectivity testing.

### 4. CUSTOMER OBLIGATIONS

4.1 The Customer will:

- (a) install and maintain in good working order the Equipment including the SIM Card in accordance with any instructions issued by the manufacturer, BT or the Network Operator. The Customer will be responsible for any work required to install and commission the Equipment; and
- (b) carry out signal strength surveys and take due account of the GPRS signal strength available at an End User's premises prior to ordering the GPRS Service and take appropriate measures when positioning aerials to ensure the correct operation of the GPRS Service. Obtaining suitable

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signal strength may require the use of extension cabling and / or higher gain aerials.

### **5. GUARANTEE**

- 5.1 BT guarantees the Equipment for 15 months from the date of manufacture marked on it ("Guarantee Period").
- 5.2 If the Customer reports a fault during the Guarantee Period and the fault is due to faulty design, manufacture, materials or BT's negligence, BT will replace or (at its option) repair the Equipment provided that:
- (a) the Equipment has been properly kept and maintained, and used in accordance with the manufacturer's or BT's instructions and has not been modified except with BT's written agreement; and
  - (b) the fault is not due to damage (including lightning and electrical damage) or the actions of anyone other than BT;
- 5.3 The Customer must report the fault to BT's service desk and return the faulty Equipment, to the address advised by BT to the Customer within 10 Working Days of the fault being reported to BT.
- 5.4 If BT decides to replace the Equipment a replacement will be dispatched to the Customer within one Working Day of the report of the fault.
- 5.5 This Guarantee does not cover fair wear and tear.
- 5.6 BT may levy a surcharge of a sum not exceeding the value of the replacement Equipment if the faulty Equipment is not returned to BT within 10 Working Days of the fault being reported to BT by the Customer or if no fault is found in the returned Equipment or the fault is not subject to this guarantee, or the guarantee period for the Equipment has expired.

### **6. Minimum Period**

The Minimum Period is 12 months.