



Contract for Access Locate Services

Schedule 3 - Service Level Agreement

1. INTRODUCTION

- 1.1 This Schedule contains the Service Level Agreement between BT and the CP for the Service.
- 1.2 BT will comply with and be liable for the Service Guarantees defined under clause 6 of this Schedule. If BT fails to do this, the CP shall be entitled to the compensation entitlement set out in clause 6 of this Schedule.

2. ORDERS

- 2.1 BT agrees to notify the CP no later than 10 Working Days from the submission of CP orders one of following:
- 2.1.2 Where provision of the Services comprises a product only build BT agrees to provide such Services either no later than 45 Working Days from the Start Date or on the CP's preferred delivery date if later; or
- 2.1.3 Where provision of the Services comprises a product build plus enabling work BT agrees to provide such Services no later than 60 Working Days from the Start Date or on the CP's preferred delivery date if later; or
- 2.1.4 Where BT is unable to meet the CP's requirements, BT agrees to provide an indication of what space or product(s) may be available. BT will also state it is able to provide a counter-offer of the Services at such BT Building; or
- 2.1.5 BT is unable to meet the CP's requirements by reason of there being no space available at such BT Building or that such BT Building is to be closed.
- 2.2 Following notification by BT under clause 2.1 above, the CP may, within 5 Working Days of such notification (or such other period as agreed by the parties in writing) request and BT shall submit a counter-offer. The CP may:
- 2.2.1 accept BT's counter-offer of such space including the restrictions notified and amend its request accordingly;
- 2.2.2 request information on what modifications may be required to the CP's request;
- 2.2.3 request a visit to a relevant BT Building at a reasonable time agreed with BT at charge equivalent to the charge for an escorted site visit as specified in the Openreach Price List; or
- 2.2.4 inform BT that it does not wish to proceed with such a request.
- If the CP has requested and BT has submitted a counter-offer but the CP does not then proceed, does not amend its order under this clause 2.2 or fails to respond within 5 Working Days of notification (or such other period as agreed by the parties in writing), the CP's request shall be discontinued and the CP shall be liable only for the payment of the charge for order rejection as specified in the Openreach Price List.
- 2.3 If the CP wishes to proceed under clause 2.2.1, the CP shall resubmit its request and the [Start Date] shall be amended accordingly.
- 2.4 BT shall process 100% of the CPs' orders and, subject to the terms of this Contract, shall deliver 98% of orders on the Contractual Delivery Date.
- 2.5 If the CP cancels an order, the CP shall pay to BT a cancellation charge as specified in the Openreach Price List.



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3. WORKS

- 3.1 BT shall use its reasonable endeavours to obtain all necessary planning and building regulation approvals and all other necessary consents for the Works and for the proposed occupation by the CP of the BT Building.
- 3.2 If BT has not handed over the Facility within 42 Working Days of the CDD the CP may at any time thereafter serve notice on BT to terminate the Order for the relevant BT Building forthwith but without prejudice to the rights of either party in respect of any antecedent breach of any agreement or condition contained in this Contract and without prejudice to the obligation of the CP under clause 7 of Schedule 4.
- 3.3 If BT has not handed over the Facility within 42 Working Days of the CDD BT may at any time thereafter serve notice on the CP to terminate the Order for the relevant BT Building forthwith if the carrying out or continuation of the Works is being prevented because:
- 3.3.1 there is some defect or deficiency in the relevant BT Building that renders the Works impracticable or means the Works can only be undertaken at a cost that is unreasonable in the circumstances; or
- 3.3.2 the Works are prevented by Force Majeure; or
- 3.3.3 of the occurrence of any circumstances beyond BT's reasonable control;
- But without prejudice to the rights of either party in respect of any antecedent breach of any agreement or condition in this Contract and without prejudice to the obligation of the CP under clause 7 of Schedule 4.
- 3.4 As soon as it becomes apparent to BT that the CDD may change by more than 5 Working Days, BT shall by written notice served on the CP within 5 Working Days, advise the CP of its best estimate of revised CDD including full justification for such revision if the revised CDD is later than the original CDD.
- 3.5 The CP may by prior arrangement with BT enter (but not more than twice) the BT Building in order to inspect and view the state and progress of the Works and the materials used and the CP shall comply with all and any requirements BT may impose with regard to such inspections. The CP may not impede or obstruct the progress of the Works nor issue any instructions to the Contractor and will address any requirement or complaint to the Representative.
- 3.6 BT shall have full right and liberty at any time after the date hereof to enter into such party wall drainage or other agreements with any adjoining or adjacent owner or occupier the local authority the highway authority or any statutory undertaker as shall be necessary to carry out the Works.

4. LICENCE COMPLETION

- 4.1 Subject to clause 4.3 below, a Licence relating to the Specified Floor Area shall be granted with effect from the Licence Completion Date.
- 4.2 Prior to the Licence Completion Date BT shall provide to the CP a handover pack in accordance with the Handbook such handover pack including the relevant keys and photograph(s) of the Specified Floor Area together with a sign-off sheet which the CP shall return to BT to acknowledge receipt.
- 4.3 Not later than 10 Working Days from receipt of the handover pack, the CP shall accept or reject the Facilities. If the CP fails to notify BT within such timescale, the CP shall be deemed to have accepted the Facilities. The CP may only reject the Facilities if such facilities do not conform to the specification of the Facilities. Snagging shall not be a reason for such rejection.



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- 4.4 If the CP properly rejects the Facilities, BT will carry out further works to ensure the Facilities accord with the specification of the Facilities. If either Party disagrees following rejection under clause 4.3 above, either Party may refer such dispute in accordance with clause 14 of the Conditions.
- 4.5 BT shall make good any defects in the Works properly notified in writing by the CP within the defects liability period of the Building Contract as soon as possible to the extent that BT is able to enforce the defects liability provisions in the Building Contract.
- 4.6 The CP shall commence to pay to BT the Licence Fee in relation to the relevant Specified Floor Area on and from the Licence Completion Date whether or not the CP takes occupation on that date.

5. FAULT HANDLING AND REPAIR

- 5.1 For Priority A Faults BT shall:
- 5.1.1 provide to the CP the fault handling service for the Services during all hours (24 hours x 7 days a week); and
- 5.1.2 repair the Services within 6 hours of BT being in receipt of a valid Priority A Fault from the CP.
- 5.2 For Priority B Faults BT shall:
- 5.2.1 provide to the CP fault handling service for the Services during all hours (24 hours x 7 days a week); and
- 5.2.2 repair the Services within 28 hours of BT being in receipt of a valid Priority B Fault from the CP.
- 5.3 For Priority C and D Faults BT shall provide to the CP the fault handling service for the Services during normal working hours (0800-1700 hours) on Working Days (unless agreed or stated otherwise) and repair the Services in accordance with the time periods set out below:
- 5.3.1 for Priority C Faults within 10 Working Days of BT being in receipt of a valid Priority C Fault report;
- 5.3.2 for Priority D Faults as agreed between the parties.

6. SERVICE GUARANTEES

- 6.1 Subject to (i) the Parties agreeing to a later RFI Date; and/or (ii) extensions of time under this Schedule 3 if applicable, if BT provides the CP with the Services later than the Contractual Delivery Date calculated in accordance with clause 2 above, BT shall pay or allow to the CP Fixed Compensation in respect of the relevant period commencing on the Working Day following the expiry of such period expiring on the RFI Date.
- 6.2 If BT fails to repair any power fault where the fault applies to either the electricity supply BT provides to the CP's Specified Floor Area, or BT supplied DC power systems, or Conditioned AC at an MDF site within the period shown in the table below, following receipt by BT of a fault report by any communications provider affected by the power outage, subject to paragraph 6.2.4, BT shall pay or allow to the CP fixed compensation, in respect of the period from the commencement of the power fault and expiring on completion of the repair, or 6 hours, whichever is the earlier, as follows:



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6.2.1 For faults with the Essential Service Supply:

(i) where the CP has a Specified Floor Area at the relevant MDF site, and is not applicable for the service level set out in paragraph 6.2.2:

Service Levels		
Requisite Period	A break of service greater than 10 minutes duration and less than 6 hours	A repeated break of service which occurs within 12 months of a previous Essential Service Supply fault, less 6 hours duration
Fixed Compensation	15% of the annual Essential Service Supply charge as set out in the BT Price List at the time of the outage	25% of the annual Essential Service Supply charge as set out in the BT Price List at the time of the outage

(ii) where the CP has a Specified Floor Area at the relevant MDF site, and is applicable for the service level set out in paragraph 6.2.2:

Service Levels		
Requisite Period	A break of service greater than 10 minutes duration and less than 6 hours	A repeated break of service which occurs within 12 months of a previous Essential Service Supply fault, less than 6 hours duration
Fixed Compensation	30% of the annual Essential Service Supply charge as set out in the BT Price List at the time of the outage	50% of the annual Essential Service Supply charge as set out in the BT Price List at the time of the outage

6.2.2 For faults with the DC power supply:

Service Levels		
Requisite Period	A continuous break of service less than 6 hours duration	A repeated break of service which occurs within 12 months of a previous DC fault, less than 6 hours duration
Fixed Compensation	10% of the annual DC power system charge for the CP's Specified Floor Area, as set out in the BT Price List at the time of the outage	25% of the annual DC power system charge for the CP's Specified Floor Area, as set out in the BT Price List at the time of the outage



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6.2.3 For faults with the conditioned AC power supply:

Service Levels		
Requisite Period	A continuous break of service less than 6 hours	A repeated break of service which occurs within 12 months of a previous conditioned AC fault, less than 6 hours duration
Fixed Compensation	10% of the conditioned AC charge for the CP's Specified Floor Area, as set out in the BT Price List at the time of the outage	25% of the conditioned AC charge for the CP's Specified Floor Area, as set out in the BT Price List at the time of the outage

6.2.4 If the cause of the power fault condition is identified by BT as due to a communications provider failing in its obligations under clause 4 of Schedule 4, then, BT shall charge the communications provider causing the fault condition the Power Fault Not Found charge that applies at the time the fault was reported to BT, as set out in the BT Price List for the relevant period, per fault and no fixed compensation will be allowed to the Communications Provider.

7. QUALITY OF SERVICE ISSUES PROCESS

7.1 If a Service Level or a Service Level Guarantee contained in this service level agreement is not being achieved, the following issues process shall be followed:

- (a) All enquiries regarding Service Levels or Service Level Guarantees should in the first instance be submitted to the appropriate BT contact in the Customer Service Plan;
- (b) All issues will be raised with the BT contact will be referred to a BT person most suited to deal with the issue;
- (c) BT will supply the CP with a corrective action plan within 10 working days of the issue being notified to BT contact by the CP.
- (d) Upon receipt of the corrective action plan, the CP may request a meeting with the BT contact to discuss its contents.

7.2 BT will keep the CP informed on a regular basis of all relevant developments concerning implementation of the corrective action plan. The BT contact will meet with the CP to further review the situation until the corrective action plan has been fully implemented.

8. WHAT IS NOT COVERED

8.1 A Service Level and Service Level Guarantee will not apply if:

- (a) the CP is in breach of any part of this Contract or BT suspends the Service or any part of it in accordance with this Contract; or
- (b) the CP and BT agree a different timescale for performance; or



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- (c) reasonable assistance is required or information is reasonably requested by BT from the CP or a third party and such assistance or information is not provided; or
- (d) the CP fails to respond to a query raised by BT; or
- (e) through no fault of its own, BT is unable to obtain any necessary permissions or consents required in connection with the performance of a particular Service Level or Service Guarantee; or
- (f) the failure is due to Force Majeure; or
- (g) the failure is due to an inaccurate Order being submitted by the CP; or
- (h) a fault is not reported in accordance with the fault reporting provisions in the Handbook; or
- (il) the default giving rise to compensation entitlement is not notified under clause 6 of this Schedule; or
- (j) the CP has failed to implement any instructions issued by BT in relation to the Service.