

# SCHEDULE TEN

## WHOLESALE LINE RENTAL

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### 1. INTERPRETATION AND DEFINITIONS

Words and expressions in this Schedule shall have the meaning given in the TSA, except as shown below:

<b>“Abortive Visit Charges”</b>	Abortive Visit Charges as set out in the Price List;
<b>“Additional Services”</b>	Additional Services as defined in the User Guide;
<b>“BT”</b>	BT Group plc;
<b>“BT Corporate Marks”</b>	the registered or unregistered trademarks and service marks, house marks and marks of ownership, trading names, brand names, distinctive colour schemes, devices, styles, emblems and other manifestations associated with BT including the logotype comprising the letters BT and the piper device and/or the letters BT and the connected world device and/or any elements of these marks;
<b>“Cancellation Charges”</b>	Cancellation Charges as set out in the Price List;
<b>“CPE”</b>	equipment required at the End User’s premises in order to provide the Service;
<b>“Customer Service”</b>	the service provided to the End User by the Customer or the Customer’s reseller;
<b>“End User”</b>	a person taking the Customer Service;
<b>“Excess Construction Charges”</b>	Excess Construction Charges as set out in the Price List;
<b>“General Conditions”</b>	Ofcom’s General Conditions of Entitlement published as a schedule to Section 48(1) of the Act, as amended from time to time;
<b>“ISDN2”</b>	a digital line consisting of two channels;
<b>“ISDN30”</b>	a single channel within a 2Mb bearer;
<b>“Line”</b>	as the case may be, a single analogue PSTN line, an ISDN 2 digital line consisting of 2 channels, or an ISDN 30 single channel within a 2Mb bearer;

<b>“Magrathea Customer Service Plan”</b>	details of Magrathea’s response times and other customer service commitments, as published from time to time;
<b>“OHP”</b>	the Magrathea order handling platform;
<b>“Price List”</b>	the document containing Magrathea’s Charges and terms which apply to the Service, as published by Magrathea from time to time;
<b>“PSTN”</b>	Public Switched Telecommunications Network
<b>“Service”</b>	the Wholesale Line Rental Service described in Clause 2 of this Schedule;
<b>“Service Commencement Date”</b>	the date of signature of this Schedule;
<b>“SLA”</b>	the Service Level Agreement provided in the User Guide;
<b>“Time Related Charges”</b>	Time Related Charges as set out in the Price List;
<b>“TSA”</b>	the Telecommunications Service Agreement made between the Parties.
<b>“User Guide”</b>	Magrathea’s WLR User Guide, as published and amended from time to time.

## **2. DESCRIPTION OF SERVICE**

- 2.1 The Wholesale Line Rental Service comprises the facility for the Customer to rent a Line from Magrathea for onward rental by the Customer to its End Users.
- 2.2 Lines provided under this Service include PSTN, ISDN2 and ISDN30.
- 2.3 Lines provided to the Customer under this Service will be maintained and repaired by BT.

## **3. COMMENCEMENT AND DURATION**

- 3.1 Subject to the provisions of Clause 6 of the TSA (“Suspension and Termination”), the Service shall begin on the Service Commencement Date and shall continue until terminated in accordance with this schedule.

## **4. ORDER HANDLING**

- 4.1 The Customer must place orders through the OHP.

4.2 Orders may be rejected if:

4.2.1 the line has a service or services which are not part of the Service or are incompatible with the Service; or

4.2.2 the Customer has cancelled its own order; or

4.2.3 any information on the order is illegible, inaccurate, incomplete or incorrect or is a duplicate order; or

4.2.4 for other reasons set out by Magrathea in the relevant product documentation.

4.3 If an order is rejected under Clause 4.2 above, the Customer will incur a rejection charge, as set out in the Price List, providing such a rejection is not caused by a failure on Magrathea's part.

4.4 An order may be cancelled by the implementation of a "Cancel Own" or "Cancel Other" instruction, as defined in the User Guide.

4.5 If

a) the Customer cancels a Service before the line is ready to use; or

b) an appointment is agreed for work at an End User's premises and BT or its agent is unable to carry out the work at or gain access to the End User premises; or

c) an appointment is broken, or a previously cancelled appointment is not rearranged within 15 days (or, in the case of ISDN30, 30 days),

then the Customer shall be liable for any costs incurred by Magrathea or any third party including, but not limited to, Cancellation Charges, Abortive Visit Charges, Time Related Charges or Excess Construction Charges.

## 5. INSTALLATION AND USE OF THE SERVICE

5.1 Provision of the Service may be subject to a survey and/or engineering visit.

5.2 The Customer will take all reasonable steps to ensure that End Users will:

5.2.1 prepare and provide a suitable place, conditions and connection points for installation of a Line and any CPE that is required; and

5.2.2 obtain all necessary consents including, for example, consents for any necessary alterations to buildings or premises, permission to cross land or permission to put CPE on the relevant property; and

5.2.3 provide a suitable place and conditions for any CPE including adequate connection points and electricity.

- 5.3 The Customer agrees to indemnify Magrathea for any liability for loss or damage to CPE belonging to a third party.
- 5.4 Any CPE or other equipment connected to a Line provided with the Service must be connected and used in accordance with any relevant instructions, standards or laws and must not adversely affect the Line or any other equipment attached to the Line.
- 5.5 CPE may only be connected to the Line using a BT main telephone socket or approved BT connection point.
- 5.6 If the Customer fails to comply with Clause 5.5 then
- a) the Customer shall be liable for any additional costs incurred in repairing or restoring the service; and
  - b) Magrathea shall have the right to suspend or disconnect the Service.
- 5.7 The Customer shall take all reasonable steps to provide BT with access to the End User's premises where necessary and to procure that the End User provides a suitable and safe working environment for BT personnel. The Customer shall indemnify Magrathea for any liability in respect of loss, damage, costs and expenses arising or incurred in respect of any contractual claims or any actions, claims or legal proceedings which are brought or threatened against Magrathea as a result of a breach of this clause. Magrathea shall not be liable for any making good or decorating that is required at the End User's premises following a visit by BT.
- 5.8 The Customer must take reasonable steps to procure that the Customer Service, is not used:
- a) to make Nuisance Calls; or
  - b) unlawfully or fraudulently or in breach of any legislation; or
  - c) to send, knowingly receive, upload, download, use or re-use matter that is grossly offensive or of an indecent, obscene or menacing character.
- 5.9 Magrathea shall have the right immediately to suspend the Service in respect of any End User where it has reasonable grounds to believe that the Customer Service is being or has been used
- a) to make Nuisance Calls; or
  - b) unlawfully or fraudulently or in breach of any legislation; or
  - c) to send, knowingly receive, upload, download, use or re-use matter that is grossly offensive or of an indecent, obscene or menacing character
- or where Magrathea has been required to suspend the Service by Ofcom, a law enforcement agency or any other competent body or authority.
- 5.10 If Magrathea notifies the Customer or if the Customer is aware that an End User has used the Service in breach of Clause 5.8 then the Customer will take all reasonable steps to cooperate with Magrathea and will notify the End User that their service will be disconnected if they continue to use the Service in breach of Clause 5.8. If the End User continues to use the Service in breach of Clause 5.8, the End User's service will be

disconnected by Magrathea.

- 5.11 The Customer undertakes to comply with the General Conditions, in particular with General Condition 24, and with all obligations and processes set out in the User Guide.
- 5.12 The Customer shall not undertake any activity that has the effect of disrupting the Service provided by Magrathea or BT to the Customer or other communications providers without the express permission of the End User, or disrupting the transfer of a Line requested by an End User.
- 5.13 The Customer will indemnify Magrathea against all loss, damages, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against Magrathea by a third party if there is a breach of Clause 5.8 and/or 5.11.
- 5.14 Magrathea may, without seeking the Customer's consent, suspend or disconnect the Service to any phone number advertised in or on a phone box. Magrathea will notify the Customer before taking this action.
- 5.15 Magrathea shall aim to provide the Service and respond to reported faults in accordance with the SLA.
- 5.16 The Customer must use the OHP to report any and all faults with the Service.
- 5.17 The Customer must do a line test on analogue exchange lines prior to submitting a fault and report the outcome of that test and the line test reference key when reporting the fault. The fault needs to be reported within the time applicable time limits of the line test. The Customer must not use the line test facility to carry out routine line tests or connect it to any robotic systems.
- 5.18 The Customer shall provide End User details for directory listings via the OHP.
- 5.19 The Service may be subject to technical or geographic limitations, for which Magrathea accepts no liability.
- 5.20 Magrathea shall not be liable for any interruption to services which utilise or run over the Line (including, but not limited to, BT Redcare) during or after installation of the Customer Service.

## **6. OBLIGATIONS OF THE PARTIES**

- 6.1 In the event of a significant outage in the availability of the OHP, Magrathea shall use all reasonable endeavours to identify the root cause of the problem as soon as practicable and take all reasonable steps required to prevent its recurrence and notify the Customer of the root cause, the steps which are to be taken to rectify it, and the timetable for the implementation of such steps.
- 6.2 Magrathea shall notify the Customer as soon as it has reason to believe that the Services

will not be available or an outage is likely to occur.

## **7. FORECASTING**

- 7.1 The Customer shall provide Magrathea with a forecast of order volumes for the Service upon signature of this Schedule and thereafter upon request by Magrathea.
- 7.2 The Customer shall inform Magrathea if it believes that actual order volumes are likely to exceed those provided in the forecast under Clause 7.1.
- 7.3 In the event that the Customer submits orders in excess of the volumes provided under Clause 7.1, Magrathea's commitments in the SLA shall not apply.

## **8. CHARGES AND PAYMENT**

- 8.1 The Customer agrees to pay all Charges for the Service as shown in the Price List and as calculated using details recorded by Magrathea. Payment shall be by way of Direct Debit.
- 8.2 Charges in respect of each Line provided under this Schedule as part of the Service will begin accruing on the date when that Line is installed and ready to use.
- 8.3 In respect of each new Line order the Customer shall be invoiced on the first day of each calendar month in arrears for the first month's line rental or part thereof and in advance for each subsequent month's line rental. The Customer shall be invoiced monthly in arrears for any Additional Services. Payment shall be taken from the Customer's bank account by Direct Debit on the 28<sup>th</sup> day of each month.
- 8.4 Magrathea may correct an invoice sent to the Customer providing it notifies the Customer within 12 months of the date of the invoice, giving its reasons.

## **9. TERMINATION AND SUSPENSION**

- 9.1 Magrathea may terminate this Schedule:
  - 9.1.1 in accordance with Clause 6.3 of the TSA; or
  - 9.1.2 on not less than 13 months' notice for any other reason.
- 9.2 In the event that the Service is terminated under Clause 9.1 above, Magrathea shall have the right to communicate directly with End Users to inform them of the termination of the Service and how this will affect the telecommunications services they receive from the Customer and the options available to End Users in order to avoid disconnection or interruption to their telecommunications services. This Clause 9.2 survives termination of the Service.
- 9.3 Magrathea may suspend provision of the Service or terminate this Schedule in the event

that BT's wholesale line rental product is withdrawn.

9.4 The Customer may terminate this Schedule:

9.4.1 on 28 days' notice if Magrathea materially changes the conditions of this Schedule to the Customer's detriment (other than the Charges) provided such notice shall be served on Magrathea no later than 28 days from the date on which the change comes into effect; or

9.4.2 on not less than three months' notice for any other reason.

## 10 INTELLECTUAL PROPERTY RIGHTS

10.1 The Customer shall not make use of or permit anyone else to make use of the BT Corporate Marks or the BT name or any element thereof either alone or in combination with another word or device mark, nor any other brand, get-up or trade mark of BT or its affiliated companies, where such use constitutes or would constitute an infringement of BT's registered trade mark or common law rights. However, nothing in this clause prohibits the Customer from making legitimate use of the BT name or any other trade mark of BT whether in the form of factual statements or in accordance with the terms of Section 10(6) of the UK Trade Marks Act, 1994 or in any other way which does not constitute an infringement of BT's registered trade mark or common law rights.

## 11. LIMITATION OF LIABILITY

11.1 Subject to Clause 11.2 of the TSA Magrathea accepts no liability for any third party loss, expense or charge incurred by the Customer or any End User in respect of provision of the Service.

## 12. THIS SCHEDULE TO PREVAIL

12.1 If there is any inconsistency between the provisions of this Schedule and the TSA, the provisions of this Schedule shall prevail.

**Customer Signature:**

**Name:**

**Title:**

**Company Name:**

**Date:**

**Magrathea Signature:**

**Name:**

**Title:**

**Date:**