



BT One Voice – (Indirect Voice) Service Schedule

(Doc 4.1 July 2013)

These BT One Voice (Ireland) Service Specific Terms and Conditions constitutes a Service Schedule to the Products & Services Agreement (“PSA”) dated between BT Communications Ireland Limited, and the Customer. The Service Schedule and references to the Service Schedule shall be deemed to include the terms and conditions of the Products & Services Agreement. In the event of conflict between the General Terms and Conditions and this Service Schedule, the order of priority shall be as stated in the PSA.

1 DEFINITIONS

The following definitions shall apply to the provision of the Service, in addition to those in the General Terms and Conditions of the Products and Services Agreement.

Access Line	means a line obtained by the Customer from a PTSP connecting Customer Equipment to an Access Port.
Access Port	means a physical and logical termination point of access to the Network.
Access Provider	means the person that provides the Customer with a physical telephone line and (if applicable) associated telephone number.
Agreement	means, in order of precedence, these conditions, the Form and any other document signed by both Parties which is expressly stated to form part of this Agreement.
BT Annual Voice Spend	means the amount set out in the Cost Analysis document provided to the Customer being the estimated amount of Voice call charges to the Customer for a twelve month period.
Business Day	means a day (other than a Saturday or Sunday) on which dealing banks are generally open for business in Ireland.
Call Management Services	has the meaning assigned to it in the Single Billing Scheme
Call Management Services Charges	means the charges applicable to the Call Management Services as specified in the Tariff Sheet.
ComReg	means the Commission for Communications Regulation, the national regulatory authority for the electronic communications sector in Ireland.
Customer	means the company, corporation or other legal entity so named on the PSA and anyone reasonably appearing to BT to be acting with that entity’s authority.
Customer Equipment	means all cabling, apparatus and facilities provided by the Customer to enable the Customer to connect to the Network Connection
Emergency	means any crisis necessitating prompt action by BT.
BT	means BT Communications Ireland Limited of Grand Canal Plaza, Upper Grand Canal Street, Dublin 4.
BT Equipment	means equipment placed on Site by BT for the provision of the Service.
Form	means the application form on which the Customer specifies the Services required by it.
Line	means a telecommunications line which includes a telegraphic line, a telegraph as such terms are defined in the Telegraph Acts, 1863 to date, and includes without limiting the generality of the foregoing, all lines including auxiliary lines, ISDN lines and PSTN lines;
Line Rental Charges	means the charges for Line rental as specified on the Tariff Sheet;
Minimum Term	the Minimum Period of Service is defined in Section 3 of this Service Schedule or on the Order;
National Directory Database or NDD	means the record of all subscribers of publicly available telephone services in the State, including those with fixed, personal and mobile numbers, who

	have not refused to be included in that record.
Network	means the telecommunications system owned and/or operated by BT.
Network Connection	means all BT cabling, interface panels, cabinets, systems, apparatus, facilities and any other equipment which may be utilised by BT to provide the Service.
NTP	means a network terminating point at which calls exit the Service.
Operational Service Date	means the date when the Service is first made available to the Customer.
Other Networks	means electronic systems owned or operated by third parties.
Party	means either BT or the Customer.
Parties.	means both BT and the Customer
Planned Maintenance	means any work planned in advance to be carried out by BT or on behalf of BT which requires the availability of the Service to be suspended.
PTSP	means a public telecommunications service provider.
Routing Plan	means an BT Customer plan which contains either a preferred path through the Network and/or the public telephony network via which a call should be delivered or other routing parameters as agreed by BT.
Single Billing Code of Practice	means the Code of Practice developed for the purpose of SB-WLR and approved by ComReg, as same may be amended from time to time, a copy of which can be obtained by writing to the Marketing Department, BT, Grand Canal Plaza, Grand Canal Street, Dublin 4.
Single Billing through Wholesale Line Rental ("SB- WLR")	means the facility which, through use of CPS "All Calls" option, enables BT provide a single bill to the Customer covering all aspects of voice services, at rates EBT determines, where voice services means all telephone lines (PSTN/ISDN), Equipment, calls and Call Management Services, unless otherwise excluded herein.
Single Billing Product Exclusions	means those services which the Access Provider, and not BT, will continue to offer the Customer from time to time as specified in the Tariff Sheet, which includes eircom Charge Card, eircom i-stream, High Value CPE, spread payment contracts (for equipment purchase) and eircom discount schemes, as same may be amended from time to time.
Single Billing Scheme	means the BT scheme in relation to the Service contained at www.btireland.ie , as same may be amended from time to time, which details the rights and obligations of the Customer in relation to the Equipment and the Service.
SB WLR Customer Listing	means the Customer listing setting out the Customer's name, address, telephone number, directory status, and direct marketing preference on the Access Provider's Directory Database, BT's internal directory database and/or where appropriate the National Directory Database.
Single Billing Code of Practice	means the Code of Practice developed for the purpose of SB-WLR and approved by ComReg, as same may be amended from time to time, a copy of which can be obtained by writing to the Marketing Department, BT, Grand Canal Plaza, Grand Canal Street, Dublin 4.
Service	means a voice telephony with line rental service requested by the Customer pursuant to this Agreement and this Agreement shall be construed as if an individual agreement, on the terms and conditions of this Agreement, had been entered into by the Parties in respect of each such service. The Service does not facilitate the provision by BT to the Customer of the Single Billing Product Exclusions.
Site	means the property at which BT agrees to provide the Service.
Tariff Sheet	means the BT price list in force from time to time in respect of the provision

	of voice telephony services within the Republic of Ireland.
Termination Charges	means the rental and usage charges (if any) which would have been payable by the Customer for the Service for the remainder of the Minimum Term as if the Agreement had not been terminated and set out in Clause 7 of this Service Schedule.
Telecommunications Scheme	means the eircom Telecommunications Scheme, 2003, as amended from time to time.
TPV	
Wholesale Line Rental (WLR)	means the independent means of verifying a Customer's consent and obtaining information from the Customer required to approve the provision of the Service. It is conducted via the telephone, with a recording of the call serving as a record of the Customer's consent.
	Means the rental of voice circuits (ISDN and analogue) on a wholesale basis to other licensed operators (OLO's) by Eircom. This rental charge is then passed on to OLO customers.

2. Service Description (Wholesale Line Rental)

2.1 Wholesale Line Rental allows BT to provide a single bill for all aspects of voice services to our "All Calls" CPS customers. The SB (Single Billing)-WLR product consists of four main elements:

- Wholesale telephone lines
- Wholesale ancillary services for analogue lines
- Wholesale ancillary services for ISDN and *eircom* hi-speed lines
- Wholesale low value CPE rental.
- *Low value CPE is defined as equipment currently costing no more than EURO 4.23 per item, per month excluding VAT.*

The following are the eircom telephone lines eligible for SB-WLR

- analogue PSTN lines
- including both single lines and multi-line groups with or without hunting
- ISDN BRA (2B)
- including both single lines and multi-line groups with or without hunting
- ISDN PRA (30B)
- both fractional and full
- *eircom* hi-speed.
- Eircom.net dial up Internet charges

Product Exclusions

- Eircom Charge Card
- Eircom i-stream

-
- High value CPE
 - Spread payment contracts (for equipment purchase)
 - Eircom discount schemes

eircom will accept SB-WLR orders for accounts with excluded services but will continue to bill customers directly for them. All other services can be transferred to the CPSO in the normal manner.

- Call Routing

Calls will be routed according to the “CPS ‘all calls’ Inclusion and Exclusion list”. Most outgoing call types will be routed to the CPSO with the exception of excluded call types, these calls will be routed to *eircom* however they will be billed by **BT** as they are passed to BT via an eircom wholesale bill file. The only difference between SB-WLR and CPS ‘all calls’ inclusion list is that calls to all carrier selection codes (including *eircom* ‘13666’) will be barred.

- Numbering

End users transferring existing lines from *eircom* to a CPSO will retain their existing telephone number(s).

- Conversion of Existing eircom Telephone Lines

The product supports the conversion of any existing eircom telephone line to its corresponding SB-WLR equivalent. This includes lines that currently have any variant of CPS, or SB-WLR. (Note when a customer chooses SB-WLR they are opting for the CPS ‘All Calls’ option. This will be ordered prior to single billing request)

CPSOs may place orders to convert an entire account to SB-WLR or may request a partial transfer by specifying that individual lines (and associated services) be converted to SB-WLR. In the case of partial transfers, eircom will split the account and will continue to bill the customer directly for services and lines not converted to SB-WLR.

To arrive at a Single Bill we would propose that all accounts and all lines under those accounts are transferred to BT. For the purposes of efficient and accurate processing all services currently existing on all lines will be maintained. Any changes to these services etc. can be made once the lines have been transferred.

- Order Lead Times and Advanced Notification of Order Completion

eircom offers a standard order lead-time of 7 working days for a SB-WLR “Provide” orders (order type used for existing lines). eircom will complete orders on the last day of the standard lead time, thereby effectively giving CPSOs advanced notice of the service effective date based on the order submission date (enabling them to prepare their own billing systems). Eircom will cease billing rentals etc. at midnight on Day 7. BT commence billing from Day 8.

If required, the CPSO can specify a later date outside the standard lead time on which eircom will complete the order.

Orders submitted with required completion dates in less than the standard lead-time will be rejected by eircom.

- Ordering of New/Additional Lines

The SB-WLR product supports CPSO orders for new telephone lines for termination both at premises that are currently served by eircom and where appropriate (e.g. in accordance with ISDN availability) at premises that are not currently served by eircom.

It also supports CPSO orders for additional lines to be added to an existing SB-WLR account.

- House/Premises moves

The SB-WLR product supports customer orders for house / premises moves. The operational processes will be designed to minimise service interruption.

For moves within an eircom exchange area, customers will be able to retain their existing telephone numbers.

Customers will contact the BT to place orders.

2.2 Wholesale ancillary services

Wholesale ancillary services have the following features:

- Ordering

Customers will contact Esat BT to place orders for provision, changes or cessation of ancillary services. BT will then place orders with eircom for wholesale ancillary services.

The Customer may need to sign WLR Service Request Forms once available.

SB-WLR Call Answering Service (as per eircom Call Answering service) is available to all customers on PSTN, ISDN BRA lines. It is only available on single lines and cannot work with hunting, DDI or key systems.

- Continuity of Service

When an existing line is transferred to SB-WLR BT will request that all existing ancillary services be replaced by their wholesale equivalents. Alternatively, the CPSO can explicitly state which wholesale ancillary services are required or order additional ancillary services if required however for the purposes of efficient and accurate ordering BT would propose that all services are maintained.

Note: BT will support provisioning of all existing ancillary services on a customer's line during the order handling and provisioning stage i.e. the functionality to maintain all, however, the customer can add or modify these services at a later date.

When existing eircom retail ancillary services are replaced by their wholesale equivalents the transfer will take place without service interruption.

- Announcements

Customised announcements for Call Answering and Family Mailboxes (entered by customers) will be retained when accounts are transferred to SB- WLR.

-
- Hunting

Where a business customer has multiple PSTN lines with hunting on their account and the customer would like to transfer some of their lines to SB-WLR and keep some of their lines with eircom, hunting will be maintained on all lines across both accounts.

The customer's CPE will determine which lines are selected for outgoing calls. Calls originated on eircom lines will be billed by eircom in the normal manner and calls originated on SB-WLR lines will be billed by the CPSO.

2.3 Wholesale Line Rental Fault Reporting

- All end customer faults will be reported to BT on 1800 924 925. BT will prove the fault out of its network before reporting the fault to *eircom*. If BT determines that the fault resides in the *eircom* network, it will raise a trouble ticket with the *eircom* and the ticket will be processed by eircom in the same fashion as a ticket raised through eircom retail today. BT will have full visibility of the status of the ticket and will communicate with the customer for the duration until the Fault is resolved. If a site visit is required an eircom technician will arrange an appointment with the customer.

2.4 Service Application

The application by the Customer for the Service is in respect of individual Lines, and not the Customer's entire telephone account, unless otherwise specified on the Form. The Customer must specifically elect on the Form for the Service in respect of each Line which the Customer wishes to apply SB-WLR on.

The Customer shall contact BT in the event that it wants to alter any aspect of the Service, including, but without limiting the generality of the foregoing, the addition of a Line, upgrades to a Line, change in the Call Management Services and/or changes in the Site.

3 MINIMUM TERM

- 3.1 Each Service or part of the Service shall have a minimum duration or term, which shall be specified on the Order Form. The Minimum Term shall be calculated from the Operational Service Date as notified by BT.
- 3.2 Following expiration of the Minimum Term the Service shall continue in full force and effect unless or until terminated by either Party in accordance with the General Terms and Conditions of the PSA.

4 SERVICE DELIVERY

Wholesale Line Rental

4.1 In line with the WLR process, the Customer will sign a new Customer Authorisation Form when ordering SB –WLR. Where the Customer is migrating from CPS to WLR it is not required to sign up for CPS again. The lines that will be covered by BT are those contained in the Eircom SOC report. (ie all of the Customer voice line rentals)

5 THE CUSTOMER'S RESPONSIBILITIES:

5.1 The Customer undertakes to comply with the terms of the Single Billing Scheme

5.2 The Customer undertakes to comply with the Single Billing Code of Practice and any applicable code of practice on number portability issued from time to time by ComReg and/or any other competent authority.

The Customer hereby agrees to avail of the Service subject to the provisions of the Telecommunications Scheme in force for the time being, and the Single Billing Scheme. Use of the Service by the Customer shall be deemed to be an acceptance by the Customer of the terms and conditions of this Agreement and the terms of Annex C (Service Schedule 401) to the Reference Interconnect Offer Agreement between BT and eircom as same may be amended from time to time and which can be obtained by writing to the Marketing Department, BT, Grand Canal Plaza, Grand Canal Street, Dublin 4.

5.3 The Customer accepts and acknowledges that (i) the Access Provider shall bar access to all Carrier Select and carrier access codes on telephone lines that have SB-WLR applied; and (ii) override codes are not available for use by the Customer in conjunction with the Service. The Customer accepts that BT shall have no liability for any losses or damages howsoever arising from non provision of the Service in the event that such restrictions are not accepted by the Customer.

6. CHARGES AND PAYMENT TERMS

6.1 Charges will be paid in accordance with the General Terms and Conditions and the Charges applicable are set out in the Pricing Schedule. Charges means all charges payable to BT for the Service as specified and includes, without limiting the generality of the foregoing, the call rates as specified in the Tariff Sheet, the Line Rental Charges, Equipment rental charges and Call Management Services Charges.

6.2 Without prejudice to any other rights hereunder, in the event of failure by the Customer to pay the Charges incurred for the Service in accordance with the terms herein, BT shall be entitled to restrict the Customer from moving to another provider of this Service (such restriction to cease on payment in full of all Charges due by the Customer in accordance with this Agreement).

6.3 Connection of the Service to the Customer is subject to credit status and the Customer authorises BT to check its status with any credit reference agency or bureau as it deems fit from time to time and to pass credit information about the Customer to any credit reference agency or bureau at any time. If the Customer is not satisfied with the information about the Customer which BT receives from any credit reference agency or bureau the Customer must deal directly with the credit reference agency or bureau.

6.4 If, following a credit check as outlined in Clause 7.3 above, BT is not satisfied with the credit status of the Customer, BT reserves the right to either (a) decline the Customer's application for Service; or (b) where the provision of Service has commenced, suspend the Service to the Customer; and/or (c) terminate this Agreement immediately without liability to BT.

6.5 For the avoidance of doubt, if the Customer chooses to terminate the Line rental element of the Service provided hereunder only, for any reason whatsoever or howsoever arising, which for the avoidance of doubt, it is entitled to do, the Customer shall be deemed to have accepted the terms and conditions of the BT CPS Services applicable at the time of such termination.

7. TERMINATION OF SERVICE

7.1 In addition to the provisions of the General Terms and Conditions, if the Customer terminates Service for convenience or if BT terminates Service for breach before the

Minimum Term has expired, then, in addition to all outstanding charges for Service rendered, the Customer will pay the termination charges below:

- (a) an amount equal to 20% of the remaining BT Annual Voice Spend for any remaining Months of the first 12 Months of the Minimum Term;
- (b) an amount equal to 20% of the remaining BT Annual Voice Spend for all other remaining Months of the Minimum Term.

7.2 Once the Service is terminated, the Customer will not receive any Revenue Credit whatsoever, except for the amounts due, owing and pending collection on the part of the Customer corresponding to the period in which the Service was contracted.

7.3 Termination due to Number Porting to another provider

Where the Customer plans to port a number(s) from BT to another service provider, the Customer must request porting from the other service provider. BT may refuse to port the number(s)

- for technical reasons
- if there are outstanding invoices as yet unpaid
- if the transfer does not comply with any local regulation

7.4 Termination of Service without Notice

BT will be entitled to terminate Service to a Site without notice and Customer will be required to pay the termination Charges as specified in paragraph 10.1, if

- the Customer has requested the PSTP to remove Carrier Pre-Selection, or;
- the Customer, having ported numbers to BT, now requests porting to another service provider, and
- the Customer has not given BT one months notice of such changes

CHARGES SCHEDULE

The terms and conditions in this Charges Schedule apply to the provision of the Service to the Customer, pursuant to the PSA and Service Schedule between BT and the Customer.

All Charges and Rate Card shall be provided to the Customer on the Order Form or on a separate Charges Schedule at the time of signing the Order.