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Date 28/05/09

City of York Council
City Finance Centre
PO Box 31
Library Square
York
YO1 7DU

For attention of: Steve Owen

Reference: 05346

Dear Sir / Madam,

Order for Customer Network Services

Further to our recent conversation and site meeting at address below, I am pleased to confirm that Openreach is in a position to carry out the work as discussed detailed in the attached schedule.

The cost of the work for the Customer Network Charges will be £161.00 inclusive of VAT, based on Openreach's published Time Related Charges.

Site Address:
Lowfield School
Dijon Avenue
York
YO24 3DD

This quote is valid for 60 calendar days from the date of this letter. If we do not hear from you within 60 calendar days, we will cancel this quote. Should you wish Openreach to carry out the work specified, please return the attached customer acceptance form together with payment where requested as detailed in the Payment Terms below.

In the event that you request a change to the work described in the attached schedule due to an increase or decrease in project scope from the date the quote was issued we will need to issue a new quote.

Sincerely

Chris Priestley

Openreach Sales

Description of works

Work required to disconnect openreach plant from Lowfield School which is due for demolition.

Breakdown of charges

Labour	Materials	Contractor	Net total
£140.00	£0.00	£0.00	£140.00

Payment Terms

Payment on completion of work **[POC]**;

	Net Total	Vat	Gross Total	Date payable
Complete Job	£140.00	£21.00	£161.00	POC

NOTE:

Where paying by Cheque please make payable to BTplc and include the Customer Reference number on the reverse side of the Cheque as noted above.

Where paying by BACS our bank is Barclays, Sort Code 20-00-00, Account Number 00835757, please annotate 'Customer Network Services' and the Reference number

Customer Quotation Acceptance Form

Openreach Reference: 05346

Customer Reference or Order No: PO1005426

Date: 22 June 2009

I the undersigned wish Openreach to carry out the work as detailed in the terms and conditions overleaf.

Customer Name : City of York Council

Address : Property Services
PO Box 31, Library Square
YORK YO1 7DU

Customer Contact Name: Steve Owen

Signature : _____

Position in Company : Lead Building Surveyor

Customer Billing Contact Name: _____

Billing Address City of York Council
(if different to above) PO Box 999, York, YO1 0EG

Tel no: 01904 553411

Email: steve.owen@york.gov.uk

Payment attached : £

Please complete all sections and attach payment where applicable, without this information or payment where required your request will not be processed.

Payment method Cheque BACS

Return to:
Openreach Billing Team (CNS)
Post Point TH11
Telephone House
Charter Square
Sheffield
S1 1BA

Fax: 01332 578588

Email: openreach.services.billing@bt.com



Agreement for Customer Network Services

1. INTERPRETATION

1.1 This Agreement shall apply to the provision of the Service by BT to the End User to the exclusion of all other written or verbal representations, statements, or agreements.

1.2 In this Agreement and in relation to any Charges determined in accordance with them, the following expressions have the meanings respectively assigned to them.

“Agreement” means this Agreement and the relevant sections of the Price List and the End User Quotation Acceptance Form;

“BT” means British Telecommunications Plc;

“BT Network” means BT’s electronic communications network;

“Communications Provider” means either:

- (a) A Public Electronic Communications Network (PECN) Provider; or
- (b) A Public Electronic Communications Service (PECS) Provider.

“Charges” means all applicable charges arising by virtue of the provision of the Service as described in the Price List;

“[Code of Practice for Consumers and Small Businesses](http://www.btplc.com/Thegroup/Regulatoryinformation/Codeofpractice/Consumercodeofpractice/ConsumerCodeofPractice.htm)” means the document containing BT’s code of practice for residential customers and small businesses as seen at:
<http://www.btplc.com/Thegroup/Regulatoryinformation/Codeofpractice/Consumercodeofpractice/ConsumerCodeofPractice.htm>

“Communications Provider” means either:

- (c) A Public Electronic Communications Network (PECN) Provider; or
- (d) A Public Electronic Communications Service (PECS) Provider.

“End User” means a person taking the Service, but excluding a Communications Provider;

“End User Apparatus” means the telecommunications equipment (including internal wiring and sockets) serving the End User’s Premises;

“End User Customer Quotation Acceptance Form” means the form signed by the End User and BT to enter into this Agreement.

“End User’s Premises” means buildings or dwellings that are individually identifiable and separately registered for council tax or business rates payable to local councils in the United Kingdom. End User’s Premises exclude non-served premises (unless expressly agreed by BT in writing);

“Force Majeure” means a matter beyond a party’s reasonable control including, but not limited to:

- (a) act of God;
- (b) lightning;
- (c) flood;
- (d) exceptionally severe weather;
- (e) subsidence;
- (f) fire;
- (g) explosion;
- (h) war;
- (i) civil disorder
- (j) acts of terrorism
- (k) nuclear, biological or chemical incident;
- (l) national or local emergency;
- (m) statutory obligation;
- (n) industrial disputes (including industrial disputes involving that party’s own employees, provided that such party has taken all reasonable steps to prevent and or resolve such industrial disputes from arising;
- (o) delay or failure of that party’s supplier(s);
- (p) delay or failure or rationing of energy supplies;
- (q) acts or omissions of local or of central government or of other competent authorities;
- (r) acts or omissions of persons for whom a party is not responsible; or
- (s) acts of animals

any other cause whether similar or dissimilar outside its reasonable control.

“Network Termination Point” means the end point of the network cable located either at:

- (a) the point at which the network cable arrives on the exterior of the End User’s Premises no lower than 40cm but no higher than 1.5m above ground level; or
- (b) within 3m of the entry of the network cable into the End User’s Premises, or the first reasonably available point on the network cable up to a maximum duration of one hour’s work from the time the BT engineer commences work on arrival at the End User’s Premises provided that the one hour’s work will only be undertaken to the extent necessary for engineering or safety reasons.



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- The Network Termination Point will comprise one of the following:
1. An External Network Termination Equipment ("NTE"); or
 2. A single or multi-line internal NTE; or
 3. A single or multi-line termination box (Distribution Point); or
 4. A frame; or
 5. A temporary cap.
- "Price List" means the document containing a list of BT's charges and terms which apply to the Service and which can be seen at:
http://www.openreach.co.uk/orpg/pricing/cpp/download/ORPLCOM_TRC.htm and any other online address that BT may advise the End User;
- "Service" means BT's provision and installation of wiring as set out in the End User [beyond the Network Termination Point at the End User's Premises and BT's provision of, alterations (which includes shifting and/or rearranging), repair and/or maintenance of any part of the BT Network (other than required by law) together know as Customer Network Services.
- "Term" means the term that shall commence on the date the End User Quotation Acceptance Form is accepted and signed by duly authorised representatives of BT and the End User and shall continue for twelve (12) months.
- 1.3 Words in the singular include the plural and vice versa.
- 1.4 All definitions, notes, terms and conditions set out in the Price List form part of this Agreement in the appropriate circumstances.
- 1.5 If and to the extent of any inconsistency between this Agreement and the Price List and the Customer Quotation Acceptance Form this Agreement shall prevail.
- 1.6 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.
- 1.7 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.8 The terms "party" or "the parties" shall mean BT and/or the End User.
2. THE SERVICE AND TERM
- 2.1 The Agreement shall commence on the date that the Customer Quotation Acceptance Form is accepted and signed by duly authorised representatives of BT and the End User and shall continue for the Term.
- 2.2 BT will provide the Service in accordance with this Agreement.
- 2.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider, including determining how best to provide the Service.
- 2.4 Subject to clause 12 all warranties, conditions or terms not set out in this Agreement and which would otherwise be implied or incorporated into this Agreement by statute, common law or otherwise are hereby excluded to the maximum extent permitted by law.
3. END USER'S OBLIGATIONS
- The End User will:-
- (a) allow BT full and convenient access to the End User's Premises and the End User's Apparatus at all reasonable times, and provide adequate working space and facilities;
 - (b) co-operate in diagnosing faults;
 - (c) maintain and make available to BT any manufacturers or other documentation necessary for the repair of the End User's Apparatus;
 - (d) in relation to the End User's Premises, obtain all necessary consents, including for example, consents for any necessary alterations to buildings or premises, permission to cross land or permission to put BT Equipment on the End User's Premises; and
 - (e) take all reasonable and proper precautions to protect the health and safety of the BT personnel while at the End User's Premises.
4. END USER'S APPARATUS
- 4.1 BT will (subject to clause 4.2) attempt to return the End User's Apparatus to working order by the method appearing to BT to be the most economical, and may remove all or part of the End User's Apparatus for repair.
- 4.2 Where in the opinion of BT, the End User's Apparatus is beyond economic repair, or would require work greatly in excess of that usually needed for the repair of equipment of its type, or that Service cannot be provided because all or part of the End User's Apparatus cannot be replaced, maintained or repaired for any other reason BT may decline to provide Service.
5. CHARGES
- 5.1 The End User shall pay on demand the Charges arising by virtue of the provision of the Service as described in the Price List according to the payment terms on the End User Quotation Acceptance Form.



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6. CANCELLATION CHARGES
- If an End User cancels the Service, or any part of it before completion of the Service, the End User shall pay for work done by BT (and materials used) and/or work which cannot be prevented from being done by BT at the point of cancellation.
7. DISPUTE RESOLUTION
- BT will try to work through any disputes that the End User may have with it. However, if BT cannot do this, the End User may refer the matter to any relevant service which sorts out disputes. Details of these, and of how to refer a dispute, are set out in our [Code of Practice for Consumers and Small Businesses](#).
8. LIMITATION OF LIABILITY
- 8.1 Neither party excludes or restricts its liability under this Agreement for death or personal injury caused by its own negligence or negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation. or from any other indirect or consequential loss or punitive damages howsoever caused which may arise out of or in relation to this Agreement.
- 8.5 Each part of each provision excluding or limiting liability operates separately. If any provision (or part thereof) is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.
- 8.6 This clause 7 shall continue in force after the termination or expiry of this Agreement.
9. MATTERS BEYOND OUR REASONABLE CONTROL
- 9.1 If either party is unable to do or delayed in doing what it has agreed under this Agreement because of a matter beyond their reasonable control then the party affected shall have no liability to the other for that delay or failure to perform.
- 9.2 If as a result of a matter beyond reasonable control, the affected party is unable to do or is delayed in doing what it has agreed under this Agreement, it shall continue performing those obligations under this Agreement that are not affected and in performing those obligations shall use reasonable efforts to deploy its resources.
- 9.3 If the affected party is unable to do or delayed in doing what it has agreed under this Agreement because of a matter beyond their reasonable control the other party shall be released to the equivalent extent from its obligation to make payment for such services or facilities or complying with its obligation in relation to them.
10. THIRD PARTY RIGHTS
- A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
11. DATA PROTECTION
- BT will use, transfer and process the End User's data for the purpose of providing the Service.
12. GUARANTEE
- 12.1 Subject to clause 12.2 BT guarantees the wiring provided as part of the Service for 12 months from the date of installation upon presentation of a wiring guarantee by the End User
- 12.2 If the End User 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 wiring by substituting an existing pair or optical fibre within the wiring provided that:
- (a) the wiring has been properly kept and maintained, 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.
- 12.3 This guarantee does not cover fair wear and tear.
- 12.4 If BT visits the End User Site in response to a fault report and no fault is found, or the fault is not covered by the guarantee, BT may charge the End User at the rate shown in the BT Price List.
- 12.5 If the End User already has existing wiring installed at the End User Premises, BT does not offer any guarantee on such wiring and the End User will accept it in the condition which prevails at the time that the End User Quotation Acceptance is made.
13. GENERAL
- 13.1 This Agreement is governed by, and construed in accordance with the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts