



Redcare GSM Service Schedule

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:

“GSMD” means a 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 SMS;

“GSM” means Global System for Mobile Communications;

“GSM Poll” means to monitor the availability of the GSM communications path by sending and receiving SMS messages at regular intervals between the GSMD and the Redcare System.

“GSM Polling” shall be construed accordingly;

“Network Operator” means the operator who owns and operates the GSM cellular network and provides the SIM Cards;

“Redcare” means an analogue Access Circuit over which up to 8 separate bits of information can be transmitted from STUs to the Monitoring Equipment;

“Redcare serial” means an analogue Access Circuit over which 12 byte data packets can be transmitted both to and from STUs and the Monitoring Equipment;

“SIM Card” means the Subscriber Identity Module containing data (including the Customer’s identity) which has been supplied to the Customer by BT;

“SMS” means Short Message Service, a facility available over the GSM;

“Working Day” means any day between Monday and Friday excluding bank and public holidays.

2. GSM SERVICE DESCRIPTION

2.1 The Service is a supplementary service to Redcare, redline and and provides an alternative route for the transmission of alarm signals using SMS. In the event that the Redcare, redline or Service as applicable fails due to a fault in the Access Circuit, the Redcare System will receive signals transmitted by the GSMD using the SMS. The GSM Service is not:

- (a) provided as a primary alarm or monitoring signalling route; or
- (b) available as a supplementary service to Redcare Serial, or redline Serial or.

2.2 The GSM Service includes the provision by BT of one

GSMD for each connection to the GSM Service to the address specified by the Customer. Ownership of the GSMD will pass to the Customer on payment of the connection charge in full. Until payment in full the GSMD will appear in the Customer’s books in the name of BT. Risk in the GSMD passes to the Customer on delivery.

2.3 The GSM 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 GSM service to the Customer or End User; or
- (d) the installation, repair or maintenance of the GSMDs;

2.4 The Customer acknowledges that the GSM Service is restricted as follows:

- (a) the GSM Service is not available in all parts of the United Kingdom; and
- (b) the GSM 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 GSM signal strength or for temporary or permanent interference with the GSM signal at an End User’s premises irrespective of any information published by the Network Operator.

2.5 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.

2.6 Faults in the GSM cellular network will be repaired by the Network Operator in accordance with its standard procedures.

2.7 Any date proposed by BT for the provision of the GSM Service is to be treated as an estimate only and BT accepts no liability for failure to meet it.

2.8 In the event that the Redcare redline or Service as

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applicable fails due to a fault in the Access Circuit, BT will monitor the GSM communications path between the GSMD and the Redcare System by GSM Polling.

- 2.9 BT will set GSM Polling intervals as BT deems appropriate from time to time and notwithstanding publication or notification of GSM Polling intervals BT reserves the right to change the frequency at which GSM Polling is carried out (either generally or with regard to specific GSMDs) without prior notification or warning.
- 2.10 In any event BT reserves the right to suspend GSM Polling of a GSMD where the Redcare, redline or service is not re-established within 72 hours of a failure occurring.
- 2.11 In the event that the GSM Service fails due to a fault in the GSM cellular network, BT will advise the Customer of such failure and will attempt to reestablish GSM communications at intervals until communication is restored.
- 2.12 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 GSM Poll the GSMD until such time as BT receives reasonable assurances that the Customer's obligations have been and will continue to be met.

3. BT's OBLIGATIONS

- 3.1 BT will deliver GSMDs 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 GSM Service and the installation and commissioning GSMDs as BT deems reasonable.

4. CUSTOMER OBLIGATIONS

- 4.1 It shall be a condition of GSM Service that the Customer will:
 - (a) install and maintain in good working order the GSMDs 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 GSMDs; and
 - (b) take due account of the GSM signal strength available at an End User's premises prior to ordering the GSM Service and take appropriate measures when positioning aerials to ensure the

correct operation of the GSM Service.

5. GUARANTEE

- 5.1 BT guarantees GSMDs for 60 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 GSMD provided that:
 - (a) the GSMD 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 GSMD, 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 GSMD a replacement will be dispatched to the Customer within 48 hours 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 GSMD if a faulty GSMD 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 a returned GSMD or the fault is not subject to this guarantee.