



# *Conditions for BT Datastream Service Schedule 1 -Service Schedule*

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# Conditions for BT Datastream Service

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### 1. INTERPRETATION

“**Authorised Users**” means those persons authorised by the Customer in writing to BT to gain access to the Gateway.

“**AVC**” means the BT Datastream Service abortive visit charge specified in the BT Price List.

“**BT Datastream Max**” as stated in this document refers to the BT Datastream Max and BT Datastream Max Premium End User Access options as further detailed in the Handbook.

“**BT Normal Working Hours**” means:

- (a) for the reporting of faults, 24 hours a day, seven days a week (including UK Public and Bank holidays);
- (b) for SMC availability, 0800-1800 Monday to Friday (excluding UK Public and Bank Holidays) and for SMC availability in relation to VP provision order handling, 0800-1700 Monday to Friday (excluding UK Public and Bank Holidays);
- (c) for installation and repair visits by BT to a Site, 0800-1800 Monday to Friday (excluding UK Public and Bank Holidays);

“**Downstream**” means the transmission of data from the Customer to an End User.

“**End User CPE**” means Customer premises equipment on an End User’s site.

“**Fault Threshold Rate**” means the minimum Downstream Line Rate that BT Datastream Max is expected to operate and is set on a per line basis as further detailed in the Handbook.

“**Line Rate**” means the rate of connection between the End User’s equipment and BT’s equipment (DSLAM) located at the local exchange.

“**Maximum Stable Rate**” means the maximum Downstream Line Rate BT Datastream Max is expected to achieve and is calculated on a per line basis.

“**Metallic Pair**” means a BT circuit comprising a pair of twisted metal wires which allows electrical signals to be conveyed.

“**Point of Presence**” means a point of connectivity within the BT Network.

“**PSTN**” means the public switched telephone network forming part of the BT Network.

“**PVC**” means the symmetric permanent virtual circuit, being the end to end bandwidth allocation (Upstream and Downstream) option available from BT, between the Customer and an End User which is purchased by the Customer and set up by BT at the same time the BT Datastream Symmetric End User Access is installed.

“**Rate Adaptive**” means that the DSLAM and End Users CPE automatically negotiates the best Line Rate based on the settings within the BT Network, line characteristics and conditions. Rate adaptation can occur several times a day, thus resetting the rate between the End Users CPE and BT’s DSLAM, except where a capped rate profile is applied as further detailed in the Handbook.

“**Rollout Plan**” means the ongoing rollout plan agreed between the Customer and BT under paragraph 5.1 below.

“**SHDSL**” means symmetric high bit-rate digital subscriber line.

“**Serving Area**” means an area or areas, as may be amended by BT from time to time, where the Service is potentially available, being defined by a set of postcodes (within a BT exchange area) detailed on the BT Website.

“**Service Specific Front Plate**” means an adapter, which may be fitted by BT to the PSTN master socket to enable continued use of certain BT Datastream Office or BT Datastream Max End User Access options, as further detailed in the Handbook.

“**SSP**” means a symmetric service package comprising the bandwidth and PVC service type(s) making up the End User symmetric service and which is ordered by the Customer and set up by BT at the same time the BT Datastream Symmetric End User Access is installed.

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“SMC” means the Service Management Centre nominated by BT which is available during BT Normal Working Hours.

“Stabilisation Period” means a period of up to 10 calendar days commencing from the date that the End User first begins using BT Datastream Max following the Operational Service Date. During which time BT will attempt to establish the Maximum Stable Rate except where a capped rate profile is applied as further detailed in the Handbook.

“Structured Questions” means a set of questions to facilitate fault diagnosis as set out in the Handbook.

“Switch” means data communications apparatus within an ATM network which performs the function of routing VPs.

“Upstream” means the transmission of data from an End User to the Customer.

## 2. SERVICE DESCRIPTION

### 2.1 The Service:

(a) provides Customers with ADSL or SHDSL based access to multiple End Users via an ATM based data network which in the case of BT Datastream Max will be based on Upstream and Downstream Rate Adaptive access except where a capped rate profile is applied as further detailed in the Handbook, for which the Customer will provide the End User applications;

(b) is made up of the following component parts (which comprise the BT Datastream Service):

- (i) either a Customer Access Link which may be connected to an ATM switch at the BT nodes published on the BT Website; or
- (ii) an ATM Access Port; and
- (iii) a VP; and
- (iv) an End User Access (together with a SSP in the case of BT Datastream Symmetric); and

(c) supports ATM service categories on VPs with VP bandwidth options and VP End User sharing limits as detailed in the BT Price List. The VP options are:

- (i) variable bit rate non real time; or
- (ii) variable bit rate real time; or
- (iii) constant bit rate.
- (iv) unspecified bit rate (BT Datastream Symmetric only)

(d) has available a choice of up to 6 End User Access options as detailed in the Handbook. The Customer will need to specify the End User Access option selected when placing an order for each End User. The Customer acknowledges that the throughput rates may be reduced by:

- i) contention within the VPs, the Customer Access Links and ATM Access Ports (as applicable) and other components sourced by the Customer to provide the Customer Service; and
- ii) in the case of an ADSL End User Access only, by rate adaptation of the modems and Line Rate for BT Datastream Max.

In the case of an SHDSL End User Access, the Customer will need to specify the SSP option selected when placing an order for each symmetric End User. The maximum data rates available to each symmetric end user (and thus the service options available) may be reduced by overbooking within the VPs and are dependent on the distance of the End User’s Site from the nearest Serving Area and the requirements of the Access Network Frequency Plan. If BT can only provide a BT Datastream Symmetric End User Access with a lower throughput rate than that requested by the Customer on the CRF, then BT will cancel that End User Access order.

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- (e) will not be available to any End Users outside the Serving Area. Availability to individual End Users within the Serving Area is subject to the provisions of paragraphs 2.1(f), 2.1(g), 5, 7, and 9 below;
- (f) except as stated in paragraph 2.1(g) below, will only be available to End Users who have and maintain a contract (whether with BT or a third party) for the use of a BT provided analogue direct exchange line which terminates on a master socket forming part of the BT Network. It is the responsibility of the Customer to check this with all End Users before such submission of a CRF to BT. Where the End User does not have or does not maintain such a contract for the use of an analogue direct exchange line:
- (i) BT reserves the right to reject a CRF; and
- (ii) BT reserves the right to raise a charge to the Customer for work undertaken in accordance with the BT Price List; and/or
- (iii) where the End User does not maintain the contract (whether with BT or a third party) for the use of a BT provided analogue direct exchange line, BT will cease the Service in respect of the relevant End User Access and reserves the right to raise appropriate termination charges for that End User Access in accordance with the BT Price List.
- (g) in the case of an SHDSL End User Access, can only be provided to End Users over a Metallic Pair, over which there can be no other operational service (including PSTN) terminating on a BT master socket forming part of the BT Network. It will be the Customer's responsibility to inform the End User of this constraint. It is BT's responsibility, upon receipt of a CRF, to determine whether or not the End User has a Metallic Pair available. Where the Customer requests the installation of a Metallic Pair to the End User's Site, BT will install the Metallic Pair and the Customer will pay the Metallic Pair installation charges which are detailed in the BT Price List.
- 2.2 The Customer will indemnify BT against any claims or legal proceedings which are brought or threatened against BT as a consequence of:
- (a) the End User not having a contract for the use of a BT provided analogue direct exchange line as referred to in paragraph 2.1 (f) above;
- (b) the Customer, in the case of an SHDSL End User Access, not informing the End User of the need to have a Metallic Pair available over which there can be no other operational service (including PSTN) as referred to in paragraph 2.1(g) above; or
- (c) the End User not giving or obtaining permission for BT to carry out any work at the End User's Site in connection with this Contract.
- 2.3 Without prejudice to BT's obligations under this Contract, and in relation to an ADSL End User Access only, the Customer accepts and acknowledges that BT has the right to use the physical network (including the Metallic Pair) component of the End User Access to provide other services, but at the End User's request and at BT's discretion.
- 2.4 BT will be responsible for providing the Customer with:
- (a) access to the Gateway; and
- (b) training in the use of the Gateway;
- as set out in the Handbook.
- 2.5 In relation to the Gateway the Customer is responsible for:
- (a) compliance with any instructions contained in the Handbook and the terms of this Contract; and
- (b) the acts and omissions of its Authorised Users in connection with the Gateway; and
- (c) managing the use of the Gateway by its Authorised Users; and
- (d) unauthorised use of the facilities provided for Authorised Users.

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2.6 BT may from time to time wish to introduce enhancements or improvements to the Gateway's operational systems and/or functionality and may invite the Customer and other customers (but without obligation on customers) to co-operate in the development of the enhancements or improvements without any undertaking by, or obligation on BT, that any development will be, or will become, commercially available or that the proposed enhancement or improvement will perform satisfactorily during development.

### 3. INTERFACE DESCRIPTIONS

#### 3.1 Customer NTE

- (a) The Customer NTE is only relevant if the Customer orders a Customer Access Link.
- (b) The Customer NTE is one or more STM-1 (155Mbit/s) or STM-4 VC4-4c (622Mbit/s) ATM interfaces.
- (c) In accordance with paragraph 5 of the Conditions, the Customer must ensure that it has sufficient space available to accommodate the Customer NTE(s).
- (d) Any proposed change to the location of the Customer NTE requires BT's consent and may require a Site survey. Both the re-location of the Customer NTE and the Site survey are chargeable at BT's then applicable rates.

#### 3.2 End User NTE

##### (a) BT Datastream Office

End User Access to BT Datastream Office is provided in accordance with SIN 347. The End User NTE consists of either the PSTN master socket or where a Service Specific Front Plate is installed, the ADSL socket which the Customer's own equipment connects to.

##### (b) BT Datastream Symmetric

End User Access to BT Datastream Symmetric is provided in accordance with SIN 404. The End User NTE consists of either a g.shdsl service specific front plate.4. or the BT master socket, as applicable.

##### (c) BT Datastream Max

End User Access to BT Datastream Max is provided in accordance with SIN 347. The End User NTE consists of the PSTN master socket, or where a Service Specific Front Plate is installed, the ADSL socket which the Customer's own equipment connects to.

### 4. BT DATASTREAM MAX LINE RATES

4.1 The End User Access Upstream and Downstream Line Rates will be Rate Adaptive except where a capped rate profile is applied to the End User Access as further detailed in the Handbook. Rate adaptation can occur several times a day, thus resetting the Line Rate available to the End User.

4.2 The maximum and minimum Upstream and Downstream Rate Adaptive Line Rate available for the Service is detailed in the Handbook. Where a capped profile is applied the maximum and minimum Upstream and Downstream Line Rate is further detailed in the Handbook.

### 5. SERVICE AVAILABILITY

The details of the Serving Areas are published on the BT Website.

### 6. CUSTOMER ACCESS LINK, ATM ACCESS PORT AND VP PROVISION AND CESSATION

6.1 The Customer will deliver to BT, in a form stipulated by BT, a forecast of the Customer's proposed number of End User Access installations (including any Bulk Migrations) by product type and geographical location, and the required number and type of VPs for the agreed Serving Area, when and for such periods as requested by BT. This information will form the Rollout Plan and a failure to provide it may lead to BT being unable to meet the Customer's order requirements.

6.2 Once the first Rollout Plan is received, the Customer will complete the Order Form and CRF detailing the location of the Customer's Site and the required number and location of BT Points of Presence at which the Customer wishes to purchase a Customer Access Link or an ATM Access Port,

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- and required number and type of VPs for the agreed Serving Area. This will enable BT to install the Customer Access Link(s) or the ATM Access Port and VPs in order to provide the required number of End User Accesses for the agreed Serving Area.
- 6.3 Prior to the Operational Service Date of the ATM Access Port the Customer shall supply to BT the name of their ATM Switch manufacturer, the model of their ATM Switch and the corresponding software release version. BT will notify the Customer of switches which are approved in accordance with paragraph 6.2 of the Conditions for this Contract via SIN 388. BT will use reasonable endeavours to maintain the list of approved Switches.
- BT and the Customer will also supply to each other any information required by any applicable legislation or telecommunications industry standards (including the PNO-IG/ATM/TG/CP(99)89 as published by the Network Interoperability Consultative Committee).
- 6.4 BT and the Customer shall have the right to require testing of each other's Switches.
- 6.5 The Customer acknowledges that the ATM Access Port can only be used by the Customer for the provision of the Customer Service.
- 6.6 The Customer will send the completed Order Form and CRF to the SMC. The SMC is available for order handling during BT Normal Working Hours as detailed in paragraph 1(b) above.
- 6.7 The ATM Access Port will be subject to a capacity survey at the relevant BT Point of Presence and if, in BT's reasonable opinion, the capacity survey indicates that the supply of service is not technically feasible, or if other circumstances beyond BT's control prevent BT from accepting the CRF, the SMC will notify the Customer of the reasons for the rejection.
- 6.8 A Customer Access Link will be subject to a survey, including a Site survey, and VPs will be subject to a capacity survey at the relevant DSLAM, and if, in BT's reasonable opinion, any survey indicates the supply of Service is not technically feasible, or if other circumstances beyond BT's reasonable control prevent BT from accepting the CRF, the SMC will notify the Customer of the reasons for the rejection.
- 6.9 In the event that the Customer or BT terminates this Contract or the Service is ceased to any Customer Site, the parties agree that BT has a right to recover the Customer NTE (or that part of the Customer NTE relevant to the Site in respect of which the Service is ceased) and BT will contact the Customer in order to arrange a time at which to do so.
- 6.10 The Customer may cease a Customer Access Link, ATM Access Port or a VP on giving not less than 28 days notice to BT. If cessation occurs during the Minimum Period, the Customer will be required to pay a termination charge as detailed in the BT Price List.
- 7. END USER SERVICE PROVISION AND CESSATION**
- 7.1 Provision**
- (a) The Customer acknowledges that there is a maximum number of End User activations that can be carried out in any one day. This constraint will be shared by all customers.
- (b) The Customer's Nominated Contacts:
- (i) will request an End User Access by completing the relevant CRF.
- (ii) can use the Broadband Availability Checker prior to submitting a CRF, to see if a potential End User can be provided with an End User Access or if an existing End User can be provided with a different End User Access option.
- (iii) may receive information provided by the Broadband Availability Checker where it is found that ADSL has already been provided. This information may also include (and shall not be treated as information of a confidential nature for the purposes of paragraph 11.1 of the main Conditions) details relating to the status of the ADSL line and the name of the BT Datastream or BT IPstream customer providing the ADSL.

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- (iv) must use the Broadband Availability Checker in accordance with the instructions set out in the Broadband Availability Checker User Guide. These instructions are contractual instructions pursuant to paragraph 3.2 (b) of the main Conditions.
- The CRF should then be sent to the SMC, by an electronic interface specified in the Handbook. The SMC is open for order handling during BT Normal Working Hours as detailed in paragraph 1(b) above.
- (c) Any dates specified by the Customer on the CRF shall be no less than 5 working days or (in the case of an SHDSL End User Access) 10 working days from submission of the CRF to BT, and are not contractually binding. If any information on the CRF is illegible or materially incomplete or incorrect that CRF will be rejected in which case BT reserves the right to charge an administration fee as detailed in the BT Price List.
- (d) End User Access requests may be subject to survey and the End User Access may be rejected in which case BT will notify the Customer of the reasons for the rejection if the survey indicates the supply of Service is not technically feasible, or if other circumstances beyond BT's reasonable control prevent BT from carrying out the survey.
- (e) With regards to BT Datastream Max:
- (i) The Customer acknowledges that the Stabilisation Period cannot commence and that BT will not be able to establish a Maximum Stable Rate until the appropriate End User CPE has been installed and commissioned by the Customer and is synchronised to the relevant DSLAM, except where a capped rate profile is applied as further detailed in the Handbook and;
- (ii) BT will notify the Customer once it has established a Maximum Stable Rate but the Customer acknowledges that the Maximum Stable Rate may be subject to change except where a capped rate profile is applied as further detailed in the Handbook.
- (f) The SMC will accept or reject each End User Access request. The Customer acknowledges that the acceptance of a CRF and the installation of the End User NTE or End User CPE is not a guarantee that an End User Access can be successfully activated in respect of the Service.
- (g) Where a site visit is required BT and the Customer will agree appointment slots for the installation of the End User NTE.
- (h) There may be technical limitations that inhibit the activation of the Service. The Customer acknowledges that for each individual End User, the provision of the Service is subject to successful activation by BT following the installation of the End User NTE. If BT cannot activate the Service to an End User, BT will close the End User Access order without charge to the Customer.
- (i) BT will notify the Customer promptly of all End User Access activations and End User NTE installations and will advise the Customer of the reasons why the Service could not be activated if this is the case.
- (j) For all ADSL End User Access requests the Customer will ensure that the End User is aware that provision of the Service to that End User's Site may result in the End User experiencing a temporary loss of analogue direct exchange line service as referred to in paragraph 2.1 (f) above, for the period when the End User Access activation is being carried out.
- (k) All appointments, changes to appointments and access arrangements with the End User will be handled via the Customer. However, the Customer agrees that once BT has accepted a request for an End User Access, BT may contact the End User direct in relation to the arrangement of such provision.

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- (l) BT reserves the right, where BT is not at fault, to cancel any End User Access order where the Customer has failed to agree with BT an activation date within 30 days from acceptance by BT of the CRF. If BT cancels the End User Access request in accordance with this paragraph, the Customer must pay the cancellation charges specified in the BT Price List.
- (m) The Customer is responsible for arranging the provision, delivery and connection of all equipment at the End User's Site and the Customer agrees to inform the End User accordingly.

### 7.2 Bulk Migration

- (a) The Customer acknowledges that there is a maximum number of Bulk Migrations that can be carried out in any one day. This constraint will be shared by all customers.
- (b) The Customer will request a Bulk Migration by following the procedures and using the details of the BT Bulk Migration process which is detailed on the BT Website.
- (c) The Customer will, subject to the successful migration of the relevant End User Access, pay the Bulk Migration charges detailed in the BT Price List.

### 7.3 Migration

- (a) The Customer acknowledges that there is a maximum number of Migrations that can be carried out in any one day. This constraint will be shared by all customers.
- (b) The Customer shall request and BT shall provide a Migration in accordance with the applicable process and timescales for Migrations detailed in the Handbook.
- (c) The Customer will, subject to the successful Migration of the relevant End User Access, pay the Migration charges detailed in the BT Price List.

### 7.4 Cessation

- (a) The Customer may cease an End User Access on giving no less than 5 working days notice to BT. Such notifications will be advised to the SMC via a CRF. The CRF must contain as a minimum the Service identity number, the End Users Site details and (in the case of an ADSL End User only) the End User's direct analogue exchange line number.
- (b) If cessation occurs during the Minimum Period, the Customer will be required to pay a termination charge, as detailed in the BT Price List.

## 8. SERVICE ASSURANCE AND PROBLEM MANAGEMENT

8.1 BT will provide a support and service management facility to the Customer via the SMC to perform the following functions:

- (a) receiving, logging and dealing with enquiries relating to faults identified through the Structured Questions as being BT's responsibility;
- (b) investigation, diagnosis and repair of faults; and
- (c) co-ordination of fault repair.

8.2 The Customer's Nominated Contacts will be the only point of contact with BT for the notification of all faults with the Service and fault resolution. BT will not accept fault reports in respect of the Service directly from End Users. If an End User contacts BT, the End User will be advised to contact the Customer. The Customer agrees to advise all End Users that all faults in the Customer Service must be reported to the Customer and not to BT.

8.3 Except as stated in this paragraph and in paragraph 7.1 (l), all contact between BT and End Users in relation to the Service will be conducted through the Customer's Nominated Contacts. BT may only contact the End User in relation to the Service:

- (a) to confirm the End User's availability for a repair appointment; or
- (b) to assist in fault diagnosis; or

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- (c) where it is necessary for the proper performance of its obligations under this Contract.
- 8.4 BT will provide end-to-end maintenance of all BT Network equipment between (and including) the End User NTE and either the Customer NTE or the ATM Access Port.
- 8.5 Where BT provides maintenance of any non-BT Network equipment (including wiring) beyond the End User NTE, as set out in the Handbook, BT will raise a charge as detailed in the BT Price List.
- 8.6 The Customer Access Link, ATM Access Port and VP will be maintained to Total Care level as detailed in the BT Price List.
- 8.7 The End User Access will be maintained to either Broadband Standard Care level, Broadband Enhanced Care level or Broadband Symmetric Enhanced Care Level as detailed in Schedule 2.
- 8.8 The Customer will be responsible for the provision of initial fault diagnosis using the Structured Questions and only report a fault to the SMC when:
- (a) the Customer reasonably believes that the fault is not attributable to the Customer Service or any non-BT provided equipment (either at a Customer's Site or End User's Site); and
- (b) in the case of BT Datastream Max where:
- (i) the fault is in relation to Line Rate and the Line Rate is below the Fault Threshold Rate and occurs after the Stabilisation Period has expired ; or
- (ii) the fault is in relation to Line Rate and is below the level stated in the Handbook and occurs during the Stabilisation Period; or
- (iii) the fault concerns the regular or permanent loss of synchronisation ; or
- (iv) where a capped rate profile has been applied further details of which are set out in the Handbook.
- BT may raise an AVC where BT, through no fault of its own, fails to gain entry to an End User's Site for a pre-arranged appointment. BT also reserves the right to raise an administration charge as detailed in the BT Price List in circumstances where the Structured Questions are not fully completed or the answers are inaccurate.
- 8.9 BT reserves the right in those circumstances described in paragraph 8.3 above where it is necessary for BT to directly contact the End User, to close any End User Access fault report where BT has been unable, through no fault of its own, to contact the affected End User within 30 days of receipt of the fault report by BT.
- 8.10 The Customer agrees to immediately set up and maintain a competent and sufficiently resourced customer service department to deal with all enquiries relating to the Service from End Users and prospective End Users, in a professional and timely manner.
- 8.11 The Customer's Nominated Contacts will report faults to the SMC following the procedure and using the details set out in the Handbook.
- 8.12 BT will endeavour to notify the Customer as soon as reasonably practicable of a single Service affecting problem detected by BT which is likely to affect more than 10 End Users.
- 8.13 When a fault reported under paragraph 8.12 above has been cleared, the Helpdesk will notify the Customer's Nominated Contacts. Upon notification the fault will be logged as cleared.
- 9. SERVICE CONSTRAINTS**
- 9.1 The Customer acknowledges and accepts the following technical limits relating to the Service:
- (a) transmission performance of some Metallic Pairs will mean it is technically impracticable to provide Service to all End Users within a Serving Area;
- (b) the Services detailed at paragraphs 3.2 (a), (b) and (c) cannot be used over an End User Access which is used for certain other BT Services. These incompatible BT services are specified in the Handbook;
- (c) the Service is not available to Sites where all or part of the End User Access is

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- provided over fibre optic cable or radio systems;
- (d) the Service may also affect the performance of some PSTN customer premises equipment, as specified in the Handbook;
- (e) that the services and equipment mentioned in paragraphs 9.1(a) to (d) above do not form an exhaustive list and BT will use all reasonable endeavours to maintain the list in the Handbook;
- (f) that some technical limitations within the BT Network may not become apparent until after the Service has been installed and working for some time. In such circumstances, the Service for some individual End Users may need to be withdrawn in which case BT will rebate any charges paid in advance by the Customer;
- (g) Downstream and Upstream throughput rates may be reduced by overbooking as referred to in paragraph 2.1(d) above; and
- (h) in the event that BT re-locates a DSLAM it is possible that some End User Accesses will cease to be operational as a result of increased distance between the re-located DSLAM and the End User NTE. In these circumstances, the Service for the relevant End Users will need to be withdrawn in which case BT will rebate any charges paid in advance by the Customer on a pro rata basis. BT will give the Customer as much notice as practicable of any such re-location of a DSLAM.
- 9.2 In the case of the services referred to in paragraphs 3.2(a) and (c) above, the End User must have a contract for the use of a BT provided analogue direct exchange line which terminates on a BT public switched telephone network master socket forming part of the BT Network for the duration of this Contract.
- 9.3 In the case of the service referred to in paragraph 3.2(b) above, the End User must have a Metallic Pair which terminates on a BT public switched telephone network master socket forming part of the BT Network over which there must be no other operational service (including PSTN) for the duration of this Contract.
- 9.4 The Customer must check service compatibility as mentioned in paragraph 9.1(b) and 9.3 above with the End User and the Customer must also ensure that the End User is aware of the restrictions and limitations set out or referred to in paragraph 9.1(a), (c) and (d) above before requesting an End User Access.
- 9.5 In the circumstances referred to in this paragraph 9, except in respect of a rebate referred to in paragraphs 9.1(f) and (h) above, BT will have no liability to the Customer relating to the provision of the Service (or BT's inability to provide the Service), the performance of the Service, its effect on other services or equipment or the withdrawal of the Service.
- 9.6 The Customer acknowledges that due to the Rate Adaptive nature of BT Datastream Max except where a capped rate profile is applied as further detailed in the Handbook, the Line Rate may vary several times during the day, which may lead to a temporary loss of service dependent on line conditions as further detailed in the Handbook.