BT Wholesale

**SECTION 44. WHOLESALE BROADBAND SERVICES**

**Part 8. BT IPstream Connect**

**Product Information** Operative Date 31.07.2008.

IPstream Connect is a wholesale broadband access product that provides service from the End User (EU) premises to 10 handover nodes. Detailed information is contained within the IPstream Connect Product Handbook and the IPstream Connect Terms and Conditions.

**Conditions** IPstream Connect operates under Conditions for IPstream Connect Service. Operative Date 31.07.2008

**Notes** Operative Date 01.10.2011

1. All Prices are exclusive of VAT
2. Prices should be read in conjunction with the Product Service Schedule and the Product Handbook.
3. Months refer to Calendar Months.
4. If the Service is Ceased within the Minimum Period, the balance of the outstanding rental and any other applicable charges will be charged.
5. IPstream Connect is not eligible for the Broadband Discount Scheme.
6. The term ‘node’ is also known as ‘Point of Service Interconnect’.
7. A CP must purchase Bandwidth across all 10 nodes rather than on the basis of the applicable broadband Market.

**List of Sub Parts**

[**Sub Part 1: BT IPstream Connect Prices**](#_Toc274310464)

[**Sub Part 2: BT IPstream Connect End User Transfer Charges**](#_Toc274310465)

[**Sub Part 3: BT IPstream Connect End User Regrade Charges**](#_Toc274310466)

[**Sub Part 4: BT IPstream Connect Symmetric Products - Additional Connection Charge**](#_Toc274310467)

[**Sub Part 5: BT IPstream Connect Advanced Services Charges**](#_Toc274310468) **- not used. Product withdrawn 31.03.2013**

[**Sub Part 6: BT IPstream Connect Fast Track Expedite ADSL & SDSL**](#_Toc274310469)

[**Sub Part 7a: BT IPstream Connect Special Faults Investigation ADSL & SDSL**](#_Toc274310470)

[**Sub Part 7b: BT IPstream Connect Special Faults Investigation 2 ADSL & SDSL**](#_Toc274310471)

[**Sub Part 8: BT IPstream Connect Ancillary Charges**](#_Toc274310472)

[**Sub Part 9: BT IPstream Broadband Enabling Technology (BET) charges**](#_Toc274310473)

# Sub Part 1: BT IPstream Connect Prices

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| --- | --- | --- | --- | --- | --- | --- |
| **IPstream Connect Communication Provider (CP) Handover** | **Operative Date** | **Connection (£)** | **Rental per month (£)** | | | **Minimum Term / Comments** |
| **Market 1** | **Market 2** | **Market 3** |
|
| CP Handover Charge - National Coverage | 01.04.2011 | 0.00 | 8,057.50 | 4,400.00 | 15,042.50 | Apply from Operational Effective Date with a twelve months minimum term on each market segment, paid monthly in advance |
| Combined IPstream Connect & WBC | 01.04.2011 | 0.00 | 8,057.50 | 4,400.00 | 15,042.50 | Apply from Operational Effective Date with a twelve months minimum term on each market segment, paid monthly in advance |

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| **IPstream Connect**  **Interconnect Links** | **Operative Date** | **Connection**  **(£)** | **Rental**  **(£ per annum)** | **Minimum Commitments / Comments** |
| 21C Interconnect Link 1G bit/s | 31.07.2008 | 0.00 | 11,175.88 | Twelve months minimum term, paid monthly in advance |
| 20C Interconnect Link 1G bit/s | 31.07.2008 | 0.00 | 11,175.88 | Twelve months minimum term, paid monthly in advance |
| 21C Interconnect Link 10G bit/s | 31.07.2008 | 0.00 | 111,758.80 | Twelve months minimum term, paid monthly in advance |
| 20C Interconnect Link 10 G bit/s | 31.10.2009 | 0.00 | 111,758.80 | Twelve months minimum term, paid monthly in advance |

Note 1: BT reserves the right to charge for Excess Construction Charges.

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| --- | --- | --- | --- | --- | --- |
| **IPstream Connect**  **Contracted Bandwidth** | **Connection**  **(£)** | **Rental**  **(£ per month)** | **Market-based deductions** | **Net Rental after deductions** | **Operative Date: 01/07/2013**  **Minimum Commitments / Comments** |
| Contracted bandwidth per  Mbit/s per node | 0.00 | 122.64 | Market 1:  -£61.34 | £61.30 | * Three months minimum term. If a CP increases its Contracted Bandwidth the minimum term is reset and the revised charge will apply from the date the Contracted Bandwidth is increased. If a CP reduces Contracted Bandwidth within an existing minimum term the reduced charge and new minimum term will apply from the expiry of the current minimum term. * Minimum Bandwidth Requirement (in total across all 10 nodes) that must be in service at all times is 500Mbit/s. * The Contracted Bandwidth is measured on a per node basis per month and is paid monthly in advance. |
| Market 2:  n/a | 122.64 |
| Market 3:  n/a | 122.64 |
| Note:   * The per Mbit/s deduction will be based on the proportion of contracted bandwidth measured in Market 1 in total across all 10 nodes. Each month we will estimate the amount of IPstream Connect Market 1 bandwidth a CP is expected to use based on the peak actual usage data from two months prior and apply an adjustment to the invoice. Two months later a second adjustment will be made reflecting the actual Market 1 bandwidth consumed. | | | | | |

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| **Additional Charges for bandwidth utilised above the Contracted Bandwidth per node**  **Price per Mbit/s** | **Connection**  **(£)** | **Rental**  **(£ per month)** | **Operative Date: 02/04/2009**  **Minimum Commitments / Comments** |
| During stability period  Up to 15%  > 15%  Any other time  up to 5%  > 5% | 0.00  0.00  0.00  0.00 | 122.64  180.00  122.64  180.00 | Bandwidth utilised above the Contracted Bandwidth per node is paid monthly in arrears.  Price for whole month for the first 15% of bandwidth above the Contracted Bandwidth.  Price for whole month for any additional bandwidth above the 15% threshold  Price for whole month for the first 5% of bandwidth above the Contracted Bandwidth.  Price for whole month for any additional bandwidth above the 5% threshold. |

Note

1. For information on Contracted Bandwidth during the Transition period please refer to the IPstream Connect Transfer guide.
2. If BT makes a change to the network which increases or decreases the number of a CP’s end users at a node by 1% or more in a month, the following terms will apply to the CP's Contracted Bandwidth:

(a) if the number of the CP’s End Users increases by more than 1% at a node in the month, all bandwidth above the Contracted Bandwidth at that node will be charged at the Contracted Bandwidth rate in the month the change occurred and in the succeeding month

(b) if the number of the CP’s End Users decreases by more than 1% at the node in a month, the CP will be able reduce its Contracted Bandwidth at that node in that month, and any pre-existing term on the Contracted Bandwidth at the node will be maintained (ie it will not be reset).

1. The Markets referred to in this price list are as published by Ofcom in the Market Review Statement dated 3 December 2010. A copy of the list but with exchange names added by BT Wholesale for clarity can be found on btwholesale.com at <https://www.btwholesale.com/pages/static/Community/Broadband_Community/Coverage.html>

|  |  |  |
| --- | --- | --- |
| **Content Connect Bandwidth Pricing** | **Charge per Gbyte shipped (£)** | **Operative Date: 20/06/2011** |
| Content Connect Standard | 0.85 | Per Gbyte Shipped |
| Content Connect Premium | 0.95 | Per Gbyte Shipped |

Note

1. The Content Connect Bandwidth will be separate line item on your bill.
2. Your charge will be rounded down to the nearest Gbyte.

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| **IPstream Connect**  **End User Access** | **Operative Date** | **Connection**  **(£)** | | | **Cease**  **(£)** | | | **Rental**  **(£ per month)** | | | **IPstream Connect EU bandwidth charge per month (£)** | | | **Minimum Commitments** |
| **Market 1** | **Market 2** | **Market 3** | **Market 1** | **Market 2** | **Market 3** | **Market 1** | **Market 2** | **Market 3** | **Market 1** | **Market 2** | **Market 3** |
| IPstream Connect  Max | 01.07.2013 | 37.29 | 43.59 | 39.79 | 0.00 | 6.71 | 31.12 | 7.07 | 7.07 | 7.78 | 0.457 | 0.465 | 0.465 | One month minimum term, paid monthly in advance |
| IPstream Connect  Max BET 1 and 2Mb/s line speed | 01.07.2013 | 37.29  Note 2 | 43.59  Note 2 | 39.79  Note 2 | 0.00 | 6.71 | 31.12 | 7.07 | 7.07 | 7.78 | 0.457 | 0.465 | 0.465 | One month minimum term, paid monthly in advance |
| IPstream Connect  Max Premium | 01.07.2013 | 37.29 | 43.59 | 39.79 | 0.00 | 6.71 | 31.12 | 11.47 | 11.47 | 12.62 | 0.457 | 0.465 | 0.465 | One month minimum term, paid monthly in advance |
| IPstream Connect  Home 500, 1000, 2000 | 01.04.2013 | 43.59 | 43.59 | 39.79 | 5.41 | 6.71 | 31.12 | 8.01 | 8.81 | 9.69 | 0.457 | 0.465 | 0.465 | One month minimum term, paid monthly in advance |
| IPstream Connect  Office 500, 1000, 2000 | 01.04.2013 | 43.59 | 43.59 | 39.79 | 5.41 | 6.71 | 31.12 | 12.21 | 13.43 | 14.77 | 0.457 | 0.465 | 0.465 | One month minimum term, paid monthly in advance |
| IPstream Connect  Symmetric 250, 500, 1000, 2000 | 01.06.2011 | 316.37 | 316.37 | 316.37 | 0.00 | 0.00 | 0.00 | 80.70 | 80.70 | 80.70 | 0.00 | 0.00 | 0.00 | Twelve months minimum term, paid monthly in advance |

**Note:**

1. The Broadband Enabling Technology (BET) option is only available on the IPstream Connect Max EU Access product. Please refer to section Sub Part 9 of this price list for further BT IPstream Connect BET charges.

# Sub Part 2: BT IPstream Connect End User Transfer Charges

|  |  |  |  |
| --- | --- | --- | --- |
| **Transfer From** | **Operative Date** | **Charge**  **(£)** | **Comments** |
| IPstream to IPstream Connect same CP bulk transfer | 31.07.2008 | 0.00 | Charge per EU |
| IPstream to IPstream Connect change of CP bulk transfer | 31.07.2008 | 0.00 | Charge per EU |
| IPstream Connect to IPstream Connect change of CP bulk transfer | 31.07.2008 | 0.00 | Charge per EU |
| Singleton EU transfer, same CP or change of CP, with or without a change of product and speed between IPstream, IPstream Connect and Datastream | 01.04.2010 | 11.00 | Charge per EU in arrears (see Note 4) |

Notes :

1. For End User Transfers between Customers, the Minimum Period of service will be carried over to the new Customer.
2. For customers currently on LLU who wish to take up this product, the New Provide process must be followed.
3. The transfer charging and process for IPstream Connect to WBC and vice versa is subject to further assessment.
4. A special offer will apply whereby same CP migrations from any Datastream ADSL End User Access product to any IPstream Connect ADSL End User Access product ordered during the period 4 December 2009 to 25 March 2010 (for completion by 31 March 2010) will benefit from a reduced migration charge. The charge for qualifying migrations will be £5.50. To qualify migration orders must be submitted between 4 December 2009 and 25 March 2010 (in order to be completed by 31 March 2010). Customers will be charged the full migration charge on the next invoice. The reduced migration charge will be reflected as a credit on the subsequent invoice and will show as a one line entry for the total credit. Migrations are only eligible under this offer if there is no change of Service Provider.

# Sub Part 3: BT IPstream Connect End User Regrade Charges

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| **TO**  **Operative Date: 31.07.2008**  **FROM** | **IPstream Connect Home 500** | **IPstream Connect Home 1000** | **IPstream Connect Home 2000** | **IPstream Connect Office 500** | **IPstream Connect Office 1000** | **IPstream Connect Office 2000** | **IPstream Connect Max** | **IPstream Connect Max Premium** |
| IPstream Connect Home 500 |  | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 0.00 | 0.00 |
| IPstream Connect Home 1000 | 5.00 |  | 5.00 | 5.00 | 5.00 | 5.00 | 0.00 | 0.00 |
| IPstream Connect Home 2000 | 5.00 | 5.00 |  | 5.00 | 5.00 | 5.00 | 0.00 | 0.00 |
| IPstream Connect Office 500 | 5.00 | 5.00 | 5.00 |  | 5.00 | 5.00 | 0.00 | 0.00 |
| IPstream Connect Office 1000 | 5.00 | 5.00 | 5.00 | 5.00 |  | 5.00 | 0.00 | 0.00 |
| IPstream Connect Office 2000 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 |  | 0.00 | 0.00 |
| IPstream Connect Max | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 |  | 5.00 |
| IPstream Connect Max Premium | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 |  |

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| **IPstream Connect Symmetric Regrade Charges** | **Operative Date** | **Charge (£)** |
| IPstream Symmetric EUA Speed Re-grade | 31.07.2008 | 100.00 |

Where a customer re-grades their existing BT IPstream Connect (ADSL) product to an IPstream Connect Symmetric product, any remaining term on the BT IPstream Connect (ADSL) product will be waived. As part of the regrade the full connection charge for the Symmetric product will also be applied.

# Sub Part 4: BT IPstream Connect Symmetric Products - Additional Connection Charge

http://www.btwholesale.com/images/spacer.gif

http://www.btwholesale.com/images/spacer.gifFor lines where a new Metallic Pair is required (those that have no spare copper available), customers will be informed of any additional charges.

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| **IPstream Connect Symmetric**  **Additional Connection Charges Categorisation** | **Operative Date** | **Additional Connection Charge**  **(£)** |
| New Line, minor network intervention | 31.07.2008 | 300.00 |
| New Line, major network intervention | 31.07.2008 | 500.00 |
| New Line, Small network build < 50 man hours | 31.07.2008 | 800.00 |

Sub Part 6: BT IPstream Connect Fast Track Expedite ADSL & SDSLOperative Date 31.07.2008

**Service Delivery**

* For asymmetric End User Access options: Expedite orders can be placed by Customers for requesting a revised date that is earlier than the original ODD provided by BT and the specified date is within the first working day and the third working day after the date of order acceptance.
* For symmetric End User Access Services: Expedite orders can be placed by Customers for requesting a revised date that is earlier than the original ODD provided by BT and the specified date is within the third working day and the ninth working day after the date of order acceptance.
* This request can be made after receipt of the service delivery date (Original Delivery Date – ODD) which is notified via the gateway***.***

**Availability** See IPstream Connect ADSL & SDSL Handbook for further information.

**Pricing Information**

http://www.btwholesale.com/images/spacer.gifThe Fast Track Expedite Charge is in addition to the End User Access connection charge. The charge is only raised if the revised delivery date is met.

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| **IPstream Connect** | **Operative Date** | **Charge (£)** |
| Fast Track Expedite ADSL | 01.04.2011 | 106.29 |
| Fast Track Expedite SDSL | 01.06.2011 | 147.00 |

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Sub Part 7a: BT IPstream Connect Special Faults Investigation ADSL & SDSL

Broadband Special Faults Investigation is an end-to end maintenance service to investigate faults that have not been revealed through initial fault testing. SFI includes an Engineering visit to the End Users premises to check both the BT network and the End User’s installation (including wiring and equipment). A charge applies to the activity carried out at the End User’s premises on the installation beyond the network terminating point (NTP) of the end-user’s NTE

**Availability**  See IPstream Connect ADSL & SDSL Handbook for further information.

**Pricing Information** A charge will be raised for specific Broadband SFI clear codes as set out in the IPstream Connect Handbook.

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| **IPstream Connect Special Faults Investigation** | **Operative Date** | **Charge (£)** |
| Special Faults Investigation ADSL | 01.08.2010 | 160.00 |
| Special Faults Investigation SDSL | 31.07.2008 | 144.00 |

Sub Part 7b: BT IPstream Connect Special Faults Investigation 2 ADSL & SDSL

Please note this information should be read in conjunction with the relevant Conditions of Service and BT IPstream Connect Product Handbook for further information, and availability

http://www.btwholesale.com/images/spacer.gif**Pricing Information**

Prices are detailed in the table below:

|  |  |
| --- | --- |
| **Operative Date 01.03.2013** | **Charges (£)** |
| Broadband Special Faults Investigation 2 ADSL Charge (Base Module)\* | 140.00 |
| Broadband Special Faults Investigation 2 ADSL Charge (Wiring Module) | 40.00 |
| Broadband Special Faults Investigation 2 ADSL Charge (Equipment Module) | 20.00 |
| Broadband Special Faults Investigation 2 SDSL Charge (Base Module)\* | 99.00 |
| Broadband Special Faults Investigation 2 SDSL Charge (Wiring Module) | 50.00 |
| Broadband Special Faults Investigation 2 SDSL Charge (Equipment Module) | 50.00 |
| Broadband Special Faults Investigation 2 SDSL Charge (Co-op Module) | 35.00 |

Note:

1. The total SFI2 charge will be made up of a single or combination of Module charges stated.
2. A charge will be raised for specific Broadband SFI2 modules used as set out in the IPstream Connect Handbook.

\* Where a fault is found on the BT Network, this charge will not apply.

# Sub Part 8: BT IPstream Connect Ancillary Charges

**Internal shifts**

For IPstream Connect (ADSL) - Internal shifts of exchange line wiring apply where a Customer requests the main socket (linebox). To be moved to another location within the same building. Shifting or provision of extension wiring is covered in Section [6](javascript:void(window.open('http://www.serviceview.bt.com/list/current/docs/Wiring.boo/sectoc.htm'));) Part [1](javascript:void(window.open('http://www.serviceview.bt.com/list/current/docs/Wiring.boo/0064.htm#Pkpch224dami'));).

For IPstream Connect Symmetric - An internal shift of an IPstream Connect Symmetric End User Line ordered by a customer will be priced according to the `shifts of business exchange lines', refer to Section 1. Part [12](javascript:void(window.open('http://www.serviceview.bt.com/list/current/docs/Exch_Lines.boo/1294.htm#CBlvvwalk'));)

**Abortive visit charge**

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| --- | --- | --- |
| **IPstream Connect Abortive visit charge** | **Operative Date** | **Charge (£)** |
| Abortive visit charge per attendance (ADSL or SDSL) | 31.07.2008 | 85.00 |

**Reworking Charge**

http://www.btwholesale.com/images/spacer.gif

http://www.btwholesale.com/images/spacer.gifA reworking charge will apply when a BT Engineer at an End User site has to make good any existing non-BT installed wiring to make it fit for installation.

http://www.btwholesale.com/images/spacer.gifWork will only be undertaken with the consent of the End User and charges will be raised against the End User.

http://www.btwholesale.com/images/spacer.gifBT Network timescale rates will apply as per Section [15](javascript:void(window.open('http://www.serviceview.bt.com/list/current/docs/Misc.boo/sectoc.htm'));) of the BT Price List.

**Administration Charge**

Where order details received from the Customer are illegible, materially incomplete, or incorrect, BT reserves the right to charge the Customer.

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| --- | --- | --- |
| **Administration Charge** | **Operative Date** | **Charge (£)** |
| Minimum charge | 31.07.2008 | 46.00 |
| Subsequent Hourly charge or part thereof | 31.07.2008 | 23.00 |

Charges for infrastructure over and above standard requirements are given in Section [45](javascript:void(window.open('http://www.serviceview.bt.com/list/current/docs/Excess_Construction.boo/sectoc.htm'));) Part [1](javascript:void(window.open('http://www.serviceview.bt.com/list/current/docs/Excess_Construction.boo/1319.htm#qfx9wthom'));) These charges include work on internal trunking & traywork; breaking through walls; additional poles, ducts and cables; radio charges and miscellaneous non-standard or specially requested items.

**Cancellation Charges**

|  |  |  |
| --- | --- | --- |
| **IPstream Connect ADSL**  **Working days before Original Delivery Date** | **Operative Date** | **Charge (£)** |
| ODD-2 at 16.00 or later | 01.04.2011 | 69.73 |
| Prior to ODD -2 at 16:00 | 01.04.2011 | 18.09 |

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| --- | --- | --- |
| **IPstream Connect Symmetric**  **Working days before Original Order Date (ODD)** | **Operative** | **Charge (£)** |
| 3 days or less | 01.06.2011 | 316.37 |
| 4-5 days | 01.06.2011 | 24.35 |

Cancellation charges will be charged if the customer cancels any part of an order prior to the ***Original Order Date (ODD)***, or at any time after the ***ODD*** has been passed (i.e. in the event of re-appointments). A one-off charge, per service cancelled will apply.

The full cost of any additional work, e.g. Provision of a Metallic Path Facility (MPF) which has been specifically incurred for the order by the time of cancellation, will be recovered in addition to the cancellation charge.

The customer may also incur an Abortive Visit Charge (AVC) if one or more site visits have been conducted prior to a cancellation of an order.

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| **Cancellation Charges for Handover and Interconnect Links** | | |
| Charges will be raised if a Customer cancels an Interconnect Link order before the Operational Effective Date (OED), as defined within the Conditions of Service. The charges will be calculated on the number of working days between the date the Customer requests the cancellation and the OED. The Customer must give the cancellation date in writing. The cancellation charge will be expressed as a percentage of the Rental charge as shown in the Cancellation charge table.  Cancellation charges will be raised only if a confirmed order has been received from the Customer. In the event that BT fails to meet the OED and the Customer decides to cancel the order, a charge will not be raised.  If the Customer requests amendments to the OED and subsequently cancels the order before a revised OED is agreed by BT, the cancellation charge will be calculated from the date the Customer notified BT of the first amendment.  The full cost of any additional work, e.g. duct that is separately identified on the contract, and which has been specifically incurred for the order by the time of cancellation, will be recovered in addition to the cancellation charge | | |
| **Working days before Operational Effective Date (OED)** | **Operative Date** | **% of Rental Charge** |
| 10 or less days | 31-07-08 | 90% |
| 10 - 25 | 31-07-08 | 75% |
| 25 -35 | 31-07-08 | 60% |
| 35 - 45 | 31-07-08 | 30% |

**Broadband Standard Care** Operative Date:31.07.2008

http://www.btwholesale.com/images/spacer.gifBroadband Standard care is available on BT IPstream Connect ADSL and BT IPstream Connect Symmetric products within tariff.

**Enhanced Care Charges** Operative Date:31.07.2008

Broadband Enhanced Care is available, for an additional charge, on BT IPstream Connect End User Access products.

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| **IPstream Connect** | **Operative** | **Charge Per Annum (£)** |
| IPstream Connect Symmetric Enhanced Care | 31.07.2008 | 300.00 |
| IPstream Connect (ADSL) Enhanced Care | 31.07.2008 | 82.80 |

**Pre-engagement Testing Facility**

The Pre-engagement Testing facility is something that a Customer may wish to undertake. It allows one site to be completed early to allow under specific circumstances a CP to undertake a number of tests of the IPstream Connect end to end service. This single site testing is prior to the full IPstream Connect service and network is established.

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| --- | --- | --- |
| **IPstream Connect** | **Operative** | **Charge (£)** |
| **Pre- testing Engagement testing** | 27.02.2009 | 4641.00 |

# Sub Part 9:  BT IPstream Broadband Enabling Technology (BET) charges

Broadband Enabling Technology enables a broadband service to be provided over long copper pairs with low latency.

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| --- | --- | --- |
| **IPstream Connect ADSL BET charges**  **Operative date: 01.04.2011** | **Up to 1Mb/s line speed (£)** | **Up to 2Mb/s line speed (£)** |
| BET connection | 1,094.00 | 1,094.00 |
| 1Mb/s to 2Mb/s BET line speed upgrade | 549.00 | 549.00 |
| Recover NTE (on customer request) | 85.00 | 85.00 |
| Stopped line re-activation (same or different CP). Charge applies if the customer NTE is in-situ. | Standard IPstream Connect connection charge applies | Standard IPstream Connect connection charge applies |

# Connection and upgrade charges

Where BET is ordered as an upgrade to an existing IPstream Connect ADSL line the standard IPstream Connect connection charges will not be raised in addition to the BET connection charge. If the BET order is a new installation (not an upgrade to an existing IPstream Connect ADSL line) the standard IPstream Connect connection charge applies in addition to the BET charges. Please refer to Sub Part 1 above for the applicable connection charges.

No additional charge will be raised for any Excess Construction Charges (ECCs) incurred to deliver the new BET connection, or for an upgrade of the BET line speed from 1Mb/s to 2Mb/s, unless the ECCs would exceed £5,000. Where the ECC charges would exceed £5,000 the order will be suspended and will only proceed subject to customer agreement to meet the full value of the ECC in addition to the BET connection or upgrade charge.

**Rental and cease charges**

Please refer to the IPstream Connect End User Access table in Sub Part 1 for rental and cease charges.