



BT Wholesale Ethernet Early Termination Charges (ETC) Offer and Openreach offer relating to deferred service for EAD 100Mb and 1Gb products

Following our communication on 5 May, regarding our Wholesale Ethernet ETC offer, we've detailed below a reminder of the offer, together with details of what you need to do to support suspension of eligible circuits. Following Openreach's recent announcement, we've also set out how we are going to support you regarding Openreach's offer to defer newly provisioned fibre services.

Please note this briefing is split into three parts and covers our ethernet services. The parts being:

- Wholesale Ethernet ETC offer
- process to support qualifying services
- Openreach offer relating to deferred service.

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Wholesale Ethernet ETC Offer

You will be able to claim back 50 per cent of Wholesale Ethernet ETCs in the event that it can be shown that the circuit is ceased due to your end customer being subject to:

1. a bankruptcy order
2. has a receiver or administrator appointed over them
3. goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory
4. ceases to trade or operate (collectively known as an “Insolvency Event”).

For the avoidance of doubt the ETC Offer is not limited to SME end customers. You will need to supply evidence to BT that the end customer is the subject of an Insolvency Event.

Eligibility and T&Cs

1. This Wholesale Ethernet Early Termination Charges Offer shall apply to the Etherway Fibre, Etherway Copper, Etherway Superfast GEA and associated Etherflow services (“Services”) supplied by BT to you pursuant to the terms of your contract for the Services with BT (the “Contract”).
2. You can claim back fifty percent (50%) of the Wholesale Ethernet Early Termination Charges in the event that it can be shown that the circuit is ceased due to your end customer being subject to: a bankruptcy order; has a receiver or administrator appointed over them; goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory; or ceases to trade or operate (collectively known as an “Insolvency Event”).
3. Products that are eligible under this Wholesale Ethernet Early Termination Charges Offer are Etherway Fibre, Etherway Copper or Etherway GEA and associated Etherflow that were ordered on either a three or five year Minimum Period of Service only or have been subsequently re-signed on a new Minimum Period of Service.
4. This Offer will only apply to ceases ordered on or after 1 April 2020 and that have completed before 31 December 2020 (“Offer Period”). Any ceases after the 31 December 2020 will not be eligible for this Offer.
5. You must make all claims under this Wholesale Ethernet Early Termination Charges Offer before 31 March 2021. Any claims received after 31 March 2021 will not be eligible for this Offer.
6. You agree that Etherways and associated Etherflows in scope of this Wholesale Ethernet Early Termination Charges Offer will be capped at a maximum of twenty percent (20%) of your installed Etherway and associated Etherflow base (measured as at 30th March 2020).
7. In order to benefit from the Wholesale Ethernet Early Termination Charges Offer, this completed Form and associated evidence that the end customer is subject to an Insolvency Event is required to be emailed by you to both your account manager and to wholesale.ethernet.cv19@bt.com
8. BT may at its sole discretion extend the Offer Period, in such an event we will notify you of any such extension on the btwholesale.com website and any additional terms and conditions that may apply.
9. The credit of fifty percent (50%) of the eligible Early Termination Charges will be applied as a separate billing credit adjustment. For validated and accepted Claim Forms received on or before the tenth calendar day of the month BT will endeavour to produce the separate billing credit adjustment before the end of that month.
10. By claiming back fifty percent (50%) of the Wholesale Ethernet Early Termination Charges you confirm that it meets the qualification criteria of the Wholesale Ethernet Early Termination Charges Offer Terms and Conditions and thereby you confirm that the end customer of the Service being subject to an Insolvency Event.
11. Your eligibility for participating in this Wholesale Ethernet Early Termination Charges Offer requires you to confirm and provide sufficient evidence that reasonably satisfies BT that submitted end customer businesses have become the subject of an Insolvency Event. Where BT decides at its sole discretion that there is insufficient evidence that your end customer is the subject of an Insolvency Event, BT reserves the right to refuse to apply the Wholesale Ethernet Early Termination Charge Offer to that end customer.

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12. BT reserves the right to audit the accuracy of the information provided by you as to eligibility, if BT finds errors in the information you have provided BT reserves the right to remove the circuit(s) from the Wholesale Ethernet Early Termination Charges Offer and recover any applicable refunds.
13. If BT subsequently deems a Service has not met the eligibility criteria of the Wholesale Ethernet Early Termination Charges Offer, then you will be liable to pay for the associated Charges that were credited to you in accordance this Wholesale Ethernet Early Termination Charges Offer.
14. BT reserves the right to unconditionally withdraw this Wholesale Early Termination Charges Offer at any time.
15. For the avoidance of doubt this offer to credit fifty percent (50%) of the Wholesale Ethernet Early Termination Charges does not apply to any invoices currently due but unpaid.
16. Nothing in this Wholesale Ethernet Early Termination Charges Offer Form shall be construed as a waiver, consent, amendment or agreement in respect of any of the provisions of the Contract; or imply, or be taken to imply, that any waiver or consent in respect of any matter will be forthcoming at any time in the future.
17. All other terms and conditions in the Contract will remain unchanged.

Process to support qualifying services

We have put in place a process for you to claim 50 per cent of ETCs for qualifying services.

[Wholesale Ethernet ETC Form](#)

We have created a Wholesale Ethernet ETC Offer claim form for you to fill in and return to us.

Please complete the form to make your ETC offer claim.

Upcoming news - Openreach offer relating to deferred service

We were delighted to see the Openreach announcement issued on 11 May, outlining the plans they are working through to enable you to defer newly provisioned EAD 100Mb and 1Gb services for up to 90 calendar days.

During this period of time you will not be charged rental and the connection payment will be delayed until after the service has been re-enabled.

We support this announcement and we are committed to quickly bringing this to fruition as a commercial offer that you can then take to your customers.

As soon as we have more details about the offer, we will communicate them to you.

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Offices worldwide

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