



BT Inbound Contact UK Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either one of us', 'neither of us', 'one of us', 'each of our' or 'both of us' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

Part A – The Service

1 Service Summary

BT will provide you with a service that allows number translations and routing to a Destination Number, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order; (the "**Service**").

2 Standard Service Components

BT will provide you with all of the following standard service components ("**Standard Service Components**") in accordance with the details set out in any applicable Order:

- 2.1 translation of dialled Non-geographic Numbers to:
 - 2.1.1 one Destination Number, ("**Basic Number Delivery**"); or
 - 2.1.2 a number of Destination Numbers in accordance with rules agreed between both of us, ("**Advanced Number Delivery**");
- 2.2 Non-geographic Numbers;
- 2.3 routing of Calls to Destination Numbers 24 hours a day, 365 days a year using the Inbound Services Network;
- 2.4 access to the Inbound Services Network; and
- 2.5 Incident management in accordance with Paragraph 9.

3 Service Options

BT will provide you with any of the following options that are selected by you as set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order:

- 3.1 the Service Options listed in this Paragraph 3.1 which are available on some Non-geographic Numbers as set out in the BT Price List:
 - 3.1.1 Call Plans and Advanced Features;
 - 3.1.2 reports including Inbound Analyst;
 - 3.1.3 controls including Inbound Architect;
 - 3.1.4 cost centre billing;
 - 3.1.5 Service Assurance;
 - 3.1.6 Service management;
 - 3.1.7 Televote;
 - 3.1.8 Valuecall;
 - 3.1.9 Call Director; and
 - 3.1.10 Inbound Call Recording – you can select Inbound Call Recording with or without transcription;
- 3.2 Commitment Option;
- 3.3 BT Auto Contact:

A self-service feature delivered using a cloud based platform ("**BT Auto Contact Platform**"), providing:

 - 3.3.1 Host Connect – Caller automated access to data on Customer Equipment;
 - 3.3.2 Advance Speech Recognition – Caller navigation through automated options using speech inputs;
 - 3.3.3 Text to Speech;
 - 3.3.4 Web Host Connect – Caller input via DTMF, voice or text allowing access to information on your web site(s). The information once accessed from your servers is relayed back to the Caller via Text to Speech;
 - 3.3.5 Transfer Connect – allowing Calls to be transferred or the Caller to conference in a third party;



- 3.3.6 Automated Attendant – automated Call routing 24 hours a day to a chosen Destination Number after a recorded message is played;
- 3.3.7 Outbound – automated customer service transactions between you and your customers;
- 3.3.8 Multiple Communication Media contact – access to BT Auto Connect from a number of different type of Communication Media;
- 3.3.9 BT Auto Contact Reports – access to online BT Auto Contact reports; and
- 3.3.10 Business User Interface – online changes to parameters agreed between both of us as part of the commissioning of the Service in accordance with Paragraph 7.2,

("BT Auto Contact");

and

3.4 Inbound Architect Training

BT will where you request Full Control provide training to Nominated Personnel ("**Training**") at BT's premises on the dates agreed between both of us.

4 Service Management Boundary

- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule, commencing at the point at which a Call made to a Non-geographic Number is passed from the originating Communications Provider to the Inbound Services Network and ending when the Inbound Services Network passes the Call to the terminating Communications Provider, ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any equipment and software not supplied by BT as part of the Service.
- 4.4 BT will be responsible for delivering Calls, received by BT, within the Service Management Boundary. BT will not be responsible for the delivery of a Call to a Destination Number once the Call has passed to:
 - 4.4.1 the Communications Provider terminating the Call at the Destination Number; or
 - 4.4.2 any intermediate Communications Provider to whom BT passes the Call.
- 4.5 Unless the Order states something different, you are responsible for your systems, Customer Equipment and any connectivity used in connection with the Service.

5 Associated Services and Third Parties

- 5.1 You will have the following services in place that will connect to the Service and are necessary for the Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 a service providing the capability to answer all Calls at the Destination Number;
 - 5.1.2 for BT Auto Contact Outbound a separate BT provided outbound service across which the transmission of the outbound contact message is delivered; and
 - 5.1.3 for Inbound Architect and Inbound Analyst, access to the Internet, (each an "**Enabling Service**").
- 5.2 If BT provides you with any services other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.
- 5.3 If you are required by Applicable Law to purchase the Service from a third party supplier, BT may, if you agree to it, manage the Service as your agent.
- 5.4 BT will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

6 Specific Terms and Conditions

6.1 Minimum Period of Service

6.1.1 Small Business

At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract, BT will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Contract.

6.1.2 Large Business

- (a) Unless one of us gives Notice to the other of an intention that a Renewal Period will not commence at least 10 Business Days before the end of the Minimum Period of Service or a



Renewal Period ("**Notice of Non-Renewal**"), then at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both of us will, until the Service is terminated, continue to perform each of our obligations in accordance with the Contract.

- (b) In the event that one of us gives a Notice of Non-Renewal, BT will, until the Service is terminated, continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Contract and:
 - (i) any Committed Volume will cease to apply on the date on which the Service is terminated; and
 - (ii) BT may charge you the Charges applicable where a Notice of Non-Renewal has been issued as set out in the Order.

6.2 Access to Emergency Services

You agree that the Service will not provide the ability for Users to call the emergency services by dialling "999" or "112" and that you will make alternative arrangements for calling the emergency services including the maintenance of a fixed telephone number.

6.3 Content

6.3.1 Where BT provides you with Content, you acknowledge and agree that:

- (a) the use of Content is at your own risk;
- (b) the Content may change from time to time;
- (c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
- (d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (e) BT will not guarantee the accuracy or completeness of the Content;
- (f) you comply with any applicable terms and conditions when accessing Content; and
- (g) access to any Content provided on a subscription basis as part of the Service will cease when this Contract ends.

6.3.2 BT will have no obligation to store Content or any responsibility if stored Content is lost or deleted.

6.3.3 BT recommends that you save copies of information you wish to keep on other devices not connected with the Service.

6.4 Your Customer Service

You will not:

- 6.4.1 state or imply BT's approval of the Customer Service or any information you publish about your Customer Service; and
- 6.4.2 you will not refer to BT without BT's express written approval.

6.5 BT Auto Contact

6.5.1 BT will not segregate or separately locate your Content transmitted through or stored on BT's servers in the BT Auto Contact Platform from the Content of other customers.

6.5.2 You will not use BT Auto Contact to connect to any software, application or equipment where the failure or potential failure of the software, application or equipment may cause injury, harm and/or death.

6.5.3 BT will have no liability if you use BT Auto Contact in breach of Paragraph 6.5.2.

6.6 Phone-paid Services Authority (PSA)

6.6.1 You will:

- (a) comply with the Code; and
- (b) make any required notification to the Information Commissioner's Office under GDPR that:
 - (i) the PSA is the potential recipient of Personal Data; and
 - (ii) Data collected from consumers may be used by the PSA for regulatory purposes.

6.6.2 BT may pass any data collected under this Contract to the PSA, Ofcom or other proper authority where requested to do so.

6.6.3 BT will not give any undertaking to you that could prevent any information being given to the PSA in accordance with the Code.

6.6.4 You will:

- (a) on request provide BT or the PSA (or both) with information or material relating to:
 - (i) the Customer Service; or
 - (ii) a past or future Customer Service; and



- (b) ensure where applicable, prior to BT providing you with the Service, that:
 - (i) your registration with the PSA is complete or renewed;
 - (ii) permission has been obtained from the PSA for the Customer Service; and
- (c) promptly provide evidence if BT requests this of your compliance with this Paragraph 6.6.4 and the Code.

6.7 Events

6.7.1 You will give BT six Business Days' Notice before the commencement of:

- (a) a single Event; or
- (b) each Event for a campaign with more than one Event.

6.7.2 The Notice of an Event will include the:

- (a) date, time and duration of the Event;
- (b) expected audience size;
- (c) expected ratio of likely total audience to the number of expected attendees likely to make a Call;
- (d) number of lines available to receive Calls;
- (e) expected minimum and average Call duration; and
- (f) time during the Event when the maximum traffic peak is expected.

6.7.3 You agree that:

- (a) a failure to notify BT in accordance with Paragraphs 6.7.1 and 6.7.2 may impact on the capability of the Inbound Services Network to accommodate an Event and BT may refuse to accommodate the Event.
- (b) an Event featuring Televote will use the Inbound Services Network and Calls will be terminated on a Televote Non-geographic Number.

6.8 Suspension of the Service

6.8.1 In addition to the provisions of Clauses 10.1.2, 15 and 18 of the General Terms, BT may suspend the Service or the payment of Call Payments:

- (a) if you commit a material breach that is capable of remedy and you fail to remedy the breach within 30 days of the Notice of the breach;
- (b) to comply with a request or direction from Ofcom, the PSA or any competent authority; and/or
- (c) where BT reasonably believes the Service is being used in a way forbidden by Paragraphs 8.1.10, 8.2.10 or 8.2.11(b) whether or not you are aware that the Service is being used in such a way.

6.8.2 In addition to the provisions of Clause 15.1 of the General Terms, BT may suspend Valuecall Numbers where you fail to achieve the Call Payment Threshold for the Valuecall Numbers for three consecutive months in any 12 month period.

6.8.3 You agree that you may be required to provide satisfactory undertakings to BT, Ofcom or the PSA before BT removes any suspension.

6.8.4 You will advise BT promptly if you receive any request or direction from Ofcom, the PSA or any competent authority to suspend the Service.

6.8.5 In addition to the provisions of Clauses 15 and 18 of the General Terms and in circumstances where BT reasonably believes you are in breach of this Contract, you will immediately cease providing and promoting the Customer Service until BT has determined that you are not in breach of this Contract or the breach is resolved.

6.8.6 You will continue to pay the Charges where BT suspends the Service or the payment of Call Payments in accordance with Paragraphs 6.8.1 and 6.8.2.

6.9 Freedom of Information

6.9.1 BT may mark some Confidential Information given to you under the Contract as 'In Confidence'.

6.9.2 You will not disclose Confidential Information marked as 'In Confidence' to any person without BT's written consent.

6.9.3 Any breach of Paragraph 6.9.2 will be:

- (a) a breach not capable of remedy under Clause 18.2 of the General Terms; and
- (b) likely to prejudice BT's commercial interests.

6.9.4 For the reasons set out in Paragraph 6.9.3 BT believes that any Confidential Information marked as 'In Confidence' is exempt from the duty to confirm or deny and from disclosure under the Freedom of Information Act 2000.

6.9.5 You will:



- (a) notify BT to the extent lawfully possible of any request under the Freedom of Information Act 2000 which includes any information you hold provided by BT in connection with the Contract; and
- (b) allow BT at least 10 Business Days in which to make representations.

6.10 **BT's Additional Rights to Terminate**

- 6.10.1 In addition to the termination provisions in the General Terms and this Schedule, BT may terminate the Contract or the Service at any time, by giving you Notice, where you or BT are required to comply with a direction from Ofcom, the PSA or any competent authority to cease the provision of the Service or any part of it.
- 6.10.2 You will advise BT promptly if you receive any request or direction from Ofcom, the PSA or any competent authority to terminate the Service.
- 6.10.3 BT will not accept new Orders for the Service where the Contract has been terminated in accordance with Clauses 17 to 19 of the General Terms or Paragraph 6.10.1.

6.11 **Intellectual Property**

Except as expressly set out in this Contract, neither of us acquires any rights or licences to the other's Intellectual Property.

6.12 **PCI DSS Compliance Obligations**

- 6.12.1 The Service is not compliant with PCI DSS nor is it designed or intended to be and you will not use the Service for storing, processing or transmission of any cardholder data, Sensitive Authentication Data or any data that is subject to PCI DSS.
- 6.12.2 You will indemnify BT and its suppliers under this agreement for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.



Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT will:

- 7.1.1 provide you with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service ("**Service Desk**");
- 7.1.2 create a BT business account for the Service to be billed to, where you do not have an existing BT business account;
- 7.1.3 where you are:
 - (a) registered for VAT; and
 - (b) entitled to Call Payments,provide to you a Self-billing Agreement;
- 7.1.4 subject to Paragraph 7.3.4, where BT receives a written request from you and where BT agrees to the request:
 - (a) reserve a specific number chosen by you or allocated by BT ("**Reserved Number**") for one month following the date BT agrees the reservation request ("**Initial Reservation**");
 - (b) extend the Initial Reservation for periods of one month up to a total of three months. This extension will apply if BT receives an extension request prior to expiry of the Initial Reservation or any previously agreed extension;
 - (c) cancel the reservation and make the Reserved Number available for re-issue to other customers if you do not use the Reserved Number within three months of the Initial Reservation Request being agreed by BT; and
- 7.1.5 provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Customer Committed Date**") and will use commercially reasonable endeavours to meet any Customer Committed Date.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Service; and
- 7.2.2 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you that the Service is available for you to use.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if you report an Incident;
- 7.3.2 may carry out Maintenance from time to time and will endeavour to inform you at least five Business Days before any Planned Maintenance however you agree that BT may inform you with less notice than normal where emergency Maintenance is required;
- 7.3.3 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use;
- 7.3.4 may for operational reasons change the Non-geographic Numbers provided to you;
- 7.3.5 does not guarantee the security of the Service against unauthorised or unlawful access or use; and
- 7.3.6 will measure your Achieved Figure against the Committed Volume on the Measurement Date where the Commitment Option is included in the Service;
- 7.3.7 will, in relation to Inbound Call Recording:
 - (a) record Calls to a Destination Number ("**Recorded Calls**") and store the Recorded Calls in the BT Inbound Vault;
 - (b) encrypt Recorded Calls with AES-256;
 - (c) store Recorded Calls in the BT Inbound Vault for 12 months, unless otherwise agreed in the Order. You agree that you will be Data Controller for Recorded Calls;
 - (d) where the spoken content has been transcribed to text, encrypt the transcriptions with AES-256;
 - (e) as set out in the Order, charge you for the following:



- (i) Recorded Calls by applying a per call minute Usage Charge;
- (ii) Recorded Calls storage by applying a per call minute per month Usage Charge; and
- (iii) transcription by applying a Usage Charge per call minute of the original call recording.

7.4 The End of the Service

On termination of the Service by either one of us, or expiry, BT:

- 7.4.1 will disconnect the Service and remove any BT Equipment located at the Sites; and
- 7.4.2 may delete any Content; and
- 7.4.3 subject to the exceptions in Paragraph 10.8, refund any money owed to you, including Call Payments, after first deducting any Charges due to you under this Contract or charges due under any other contract BT has with you.

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by BT, you will:

- 8.1.1 provide BT with the names and contact details of any:
 - (a) individuals who will attend the Training ("**Nominated Personnel**");
 - (b) individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority; and
 - (c) single point of contact for information reports and service controls ("**Administrator**");
- 8.1.2 inform BT promptly of any changes to the Nominated Personnel, Customer Contact or Administrator or their contact details;
- 8.1.3 ensure that the Nominated Personnel attend the Training;
- 8.1.4 have a current BT business account for the Service to be billed to or help BT to create one;
- 8.1.5 where you are:
 - (a) registered for VAT; and
 - (b) entitled to Call Payments,complete and return the Self-billing Agreement;
- 8.1.6 promptly provide BT with any information reasonably required without undue delay;
- 8.1.7 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
 - (a) inform your employees and Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/or Users; and
 - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of Services by BT;
- 8.1.8 provide and maintain provision of the Enabling Services;
- 8.1.9 for Inbound Architect and Inbound Analyst:
 - (a) download the Software; and
 - (b) update the Software with any upgrades or modifications provided by BT. You agree that a failure to action the updates or modifications may affect your ability to use the Software;
- 8.1.10 make or allow anyone to make on your behalf a Call to the Customer Service only at what BT reasonably considers to be reasonable intervals for the purpose of testing that the Customer Service is operating correctly or as otherwise agreed between both of us;
- 8.1.11 for number ranges over which the PSA has a supervisory role, comply with the Code and bring the Code to the notice of any third party information provider which whom you contract;
- 8.1.12 complete any preparation activities BT requests to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.13 use all reasonable endeavours to ensure that the number of attempted Calls will not:
 - (a) exceed your answering capability;
 - (b) cause congestion on the BT Network or the Inbound Services Network;



8.1.14 promptly take all reasonable steps to remedy any failure to comply with Paragraph 8.1.13 where you receive Notice from BT to do so, including but not limited to:

- (a) renting additional BT Network capacity;
- (b) adjusting promotional activities for the Customer Service; or
- (c) ordering additional Call answering capability;

and if BT is unable to contact you or you fail to take reasonable steps to promptly prevent the BT Network or BT Inbound Services Network congestion, BT may, take whatever action BT reasonably considers necessary to prevent the congestion including suspending the Service in accordance with Clause 15 of the General Terms; and

8.1.15 integrate any Communication Media to the BT Auto Contact Platform unless it is specified as BT's responsibility in the Order.

8.2 Service Operation

On and from the Service Start Date, you will:

8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;

8.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;

8.2.3 monitor and maintain any Customer Equipment (including any software updates) connected to the Service or used in connection with a Service;

8.2.4 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:

- (a) connected using the applicable BT Network termination point, unless you are using a Communications Provider other than BT, or have BT's permission to connect by another means;
- (b) used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
- (c) adequately protected against viruses and other breaches of security;
- (d) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
- (e) approved and used in accordance with relevant instructions and Applicable Law;

8.2.5 promptly disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;

8.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;

8.2.7 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;

8.2.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:

- (a) inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
- (b) take all reasonable steps to prevent unauthorised access to the Service; and
- (c) satisfy BT's security checks if a password is lost or forgotten;

8.2.9 if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;

8.2.10 not use the Service or allow anyone else to use the Service in contravention of:

- (a) Condition 17 'Allocation, Adoption and Use of Telephone Numbers' as set out in the General Conditions;
- (b) any third party rights;

8.2.11 if you wish to use an 030 Number, only use the 030 Number if you are either:

- (a) an 030 Entitled Entity; or
- (b) using, or have secured for use, one or more 030 Numbers on behalf of an 030 Entitled Entity, in which case you:
 - (i) are not permitted to use the 030 Number on behalf of any organisation that is not an 030 Entitled Entity; and
 - (ii) may be required to transfer use of any 030 Number to an alternative communications provider if requested to do so by the 030 Entitled Entity;

8.2.12 for the BT Auto Contact Content or any other Content provided by you, be responsible for:



- (a) its provision;
- (b) its creation, editorial content, control and all other aspects of the Content provided by you; and
- (c) obtaining prior to transmission all authorisations and permissions required for its transmission.

8.2.13 in relation to Inbound Call Recording, you may:

- (a) add Inbound Call Recording to a Destination Number;
- (b) remove Inbound Call Recording from a Destination Number;
- (c) search the BT Inbound Vault for Recorded Calls using metadata and, where the spoken content has been transcribed to text, the spoken content of the Recorded Call.

8.3 The End of the Service

8.3.1 On termination of Inbound Analyst or Inbound Architect, you will delete the Software from all memory and electronic media.

8.3.2 On termination of the Service by either one of us, or expiry you will cease advertising the Non-geographic Numbers.

9 Notification of Incidents

Where you become aware of an Incident:

9.1 the Customer Contact will:

- 9.1.1 report it to BT's Service Desk that is available 24 hours a day, 365 days a year, by calling the number BT advises to you; and
- 9.1.2 provide BT with a contact telephone number to allow BT to provide updates on the Incident ("**Contact Telephone Number**").

9.2 BT will:

- 9.2.1 give you a unique reference number for the Incident ("**Ticket**");
- 9.2.2 respond within four hours of receipt of an Incident report by carrying out one or both of the following:
 - (a) provide advice to the Contact Telephone Number, including advice where appropriate about tests and checks to be carried out by you; and/or
 - (b) carry out diagnostic tests from BT's premises;
- 9.2.3 inform you when BT believes the Incident is cleared, and will close the Ticket when:
 - (a) you confirm that the Incident is cleared within 24 hours of being informed; or
 - (b) BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you.

9.3 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

10 Invoicing

10.1 BT will invoice you for the Charges for the Service as set out in Paragraph 10.10 in the amounts and currency specified in any Orders.

10.2 As part of BT's credit management procedure, BT may at any time:

- 10.2.1 require you to pay a deposit or provide a guarantee as security for payment by you of future invoices;
- 10.2.2 carry out a credit vet.

10.3 BT will pay Call Payments for Non-geographic Numbers:

- 10.3.1 regulated by the PSA no earlier than 30 days from the end of the period to which the Call Payment applies, or as directed by the PSA;
- 10.3.2 not regulated by the PSA within 30 days of the end of the period to which the Call Payment applies.

10.4 All Call Payments will be calculated by BT in accordance with BT's records.

10.5 BT may recover in accordance with Paragraph 10.6, or withhold:

- 10.5.1 Charges due to BT under this Contract or any charges due to BT under any other contract that BT has with you that you have not paid in accordance with Clause 9.1 of the General Terms;
- 10.5.2 any overpayment by BT of a Call Payment; and
- 10.5.3 any applicable Clawback Charges.

10.6 BT may:

- 10.6.1 deduct from any subsequent Call Payments;



- 10.6.2 deduct from any deposit requested by BT in accordance with Paragraph 10.2.1; and/or
 - 10.6.3 request payment by you, which you will pay within 14 days;
- the sums set out in Paragraph 10.5.
- 10.7 BT will not pay a Call Payment where:
- 10.7.1 the Service is used in breach of Paragraphs 8.1.10 or 8.2.10;
 - 10.7.2 a Caller withholds payment of any Call Revenue, in which circumstances BT will, deduct and retain the Call Payments on the withheld Call Revenue from your Call Payments or any other payment due to you under this Contract or any other contract between both of us, until the Call Revenue is paid to BT by the Caller;
 - 10.7.3 access to the Customer Service is obtained by a Caller without payment of the appropriate Call Revenue to BT or any other public telecommunications operator;
 - 10.7.4 the Call Payment due to you is less than the Call Payment Threshold;
 - 10.7.5 the PSA requests the withholding of the Call Payment; and/or
 - 10.7.6 the associated Call Revenue is generated by traffic from any of the activities for which Service is, or may be, suspended in accordance with Paragraph 6.8 whether or not the Service is suspended or terminated.
- 10.8 You will forfeit:
- 10.8.1 any Call Payments that fail to meet the Call Payment Thresholds in accordance with Paragraph 10.7.4; and
 - 10.8.2 all Call Payments irrespective of when they accrued where BT suspends the Contract or Service under Paragraph 6.8 or ends the Service or the Contract under Clause 18 of the General Terms.
- 10.9 BT will, for number ranges over which the PSA has a supervisory role:
- 10.9.1 retain a proportion of every Call Payment for the Funding Levy and will pay this to the PSA;
 - 10.9.2 where BT is notified by the PSA that any sum payable by you to the PSA or any compensation fund established under the Code has not been paid, withhold all or part of any Call Payment due to you until the PSA notifies BT that the payment has been made by you;
 - 10.9.3 pay to the PSA any amount of money retained in accordance with Paragraph 10.9.1 and 10.9.2 to satisfy outstanding fines and/or administration charges; and
 - 10.9.4 pay refunds that you owe to Users on your behalf in accordance with the Code if requested to do so by the PSA.
- 10.10 Unless stated otherwise in an applicable Order, BT will invoice you for:
- 10.10.1 Recurring Charges, except Usage Charges, in advance on the first day of the quarter. For any period where Service is provided for less than one quarter, the Recurring Charges will be calculated on a daily basis;
 - 10.10.2 Usage Charges, quarterly in arrears on the first day of the quarter, calculated at the then current rates;
 - 10.10.3 any Charges for connecting the Service on the invoice following provision;
 - 10.10.4 Underachievement Charges;
 - 10.10.5 Charges for Training following completion of the Training; and
 - 10.10.6 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service.
- 10.11 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- 10.11.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - 10.11.2 Charges for commissioning the Service, as set out in Paragraph 7.2, outside of Business Hours;
 - 10.11.3 Charges for restoring Service if the Service has been suspended in accordance with Clauses 10.1.2, 10.2 or 15.2.2 of the General Terms or Paragraph 6.8 of this Schedule;
 - 10.11.4 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
 - 10.11.5 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
 - 10.11.6 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

11 Charges at the End of the Contract



- 11.1 If during the Minimum Period of Service, you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, or BT exercises BT's right to terminate the Contract or the Service for cause you will pay BT:
- 11.1.1 all outstanding Charges for Service rendered;
 - 11.1.2 any Underachievement Charges; and
 - 11.1.3 the Termination Charges set out in the BT Price List or in an applicable Order.

12 Service Amendment

- 12.1 You may request, by giving BT Notice, a change to:
- 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If you exercise your right under Paragraph 12.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- 12.2.1 the likely time required to deliver the changed Service; and
 - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until you and BT have agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 12.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in BT's reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.
- 12.5 BT may change the Contract (including the Charges and the Call Payments) at any time by either:
- 12.5.1 publishing the amendment online at www.bt.com/pricing and/or www.bt.com/terms (or any other online address that BT advises you of); and/or
 - 12.5.2 by giving Notice to you,
- for amendments that cause you material detriment, at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 12.6 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you choose to terminate under Clause 17 of the General Terms within:
- 12.6.1 90 days of the date of notification if BT has only published the amendment online under Paragraph 12.5.1; or
 - 12.6.2 30 days of the date of the Notice if BT has given you Notice under Paragraph 12.5.2.

13 Telephone Numbers

- 13.1 BT will allocate Non-geographic Numbers to you.
- 13.2 You will not:
- 13.2.1 own the Non-geographic Number; and
 - 13.2.2 attempt to sell or allocate the Non-geographic Number to a third party.
- 13.3 You may request the port of a Non-geographic Number to another supplier in accordance with regulation and any industry agreed process.
- 13.4 Subject to Paragraph 13.3, Non-geographic Numbers made available with the Service are non-transferable and all of your rights to use the Non-geographic Numbers will cease on termination of the Service.



Part C – Service Levels

14 On Time Delivery

14.1 On Time Delivery Service Level

BT will:

14.1.1 provide the Service on or before the Customer Committed Date; and

14.1.2 port Non-geographic Numbers to or from the Service on the date agreed with you, or the donor or recipient communications provider ("**Agreed Port Date**"),

(together the "**On Time Delivery Service Level**").

14.2 On Time Delivery Service Credits

14.2.1 If BT does not deliver the Service on or before the Customer Committed Date, you may claim (in accordance with Paragraph 17.1) a Daily Rate Credit per delayed Non-geographic Number, for each full day of delay, up to a maximum amount equal to the Rental Charges due for the Non-geographic Number in the year of delay, ("**On Time Delivery Service Credits**").

14.2.2 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercises BT's right to revise the Customer Committed Date as set out in Paragraph 14.2.4(a), the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

14.2.3 If BT does not port a Non-geographic Number from the Service and from BT on the Agreed Port Date, you may claim in accordance with Paragraph 17.1, a Daily Rate Credit per delayed Non-geographic Number for each full day of delay.

14.2.4 Exceptions

(a) If you request a change to the Service or any part of the Service, then BT may change the Customer Committed Date or the Agreed Port Date to accommodate that change.

(b) BT may agree to attempt to expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date or the Agreed Port Date.

(c) If BT accepts a request from you to amend an Order (or any part of an Order) in accordance with Paragraph 12 before the Customer Committed Date, BT may provide you with a revised Customer Committed Date for the Service and/or a revised Agreed Port Date in which case the On Time Delivery Service Level will only apply to the revised Customer Committed Date or revised Agreed Port Date.

(d) BT will not be liable to pay any On Time Delivery Service Credit where any delay in meeting an Agreed Port Date was not caused by BT, for example if the party issuing or receiving the ported number causes the delay.

15 Qualifying Incidents

15.1 Where you become aware of an Incident that results in partial or total loss of Service, except for any of the events listed in Paragraph 15.2 ("**Qualifying Incident**"):

15.1.1 you will report it to the Service Desk and BT will respond as set out in Paragraph 9; and

15.1.2 where the fault is intermittent and BT's investigations are inconclusive, BT will inform you and at BT's discretion BT will leave the Ticket open for a period of observation, further testing or additional Incident reports. BT will inform you of BT's conclusions at the end of this further period.

15.2 The following events do not constitute a Qualifying Incident:

15.2.1 if you do not properly report an Incident to the Service Desk in accordance with Paragraph 9;

15.2.2 Incidents due to Planned Maintenance;

15.2.3 if you request BT to test any part of the Service where no Incident has been detected or reported;

15.2.4 if any part of the Service has been modified or altered in any way by you or at your request;

15.2.5 changes or alterations made other than by BT to any part of the Service;

15.2.6 Incidents caused by you performing any network configurations not approved by BT;

15.2.7 if an Incident is reported and BT cannot confirm that an Incident exists after performing tests;

15.2.8 Incidents arising due to issues beyond the Service Management Boundary;

15.2.9 service disruption caused by network congestion and any networks or platforms supporting the Service, BT will take all reasonable steps to minimise the effects of congestion but will not guarantee that BT will isolate you from all congestion effects;



15.2.10 Incidents arising during any trial period of the Service which has a Minimum Period of Service of less than 12 months; and

15.2.11 where the Incident is due to any Force Majeure Event.

15.3 BT will resolve Qualifying Incidents in accordance with Paragraph 16.1.

16 Restore-Time

16.1 Restore-Time Service Level

BT will use commercially reasonable endeavours to restore Service failures due to a Qualifying Incident within five hours of receiving notification of the Incident from you in accordance with Paragraph 9, ("**Restore-Time Service Level**").

16.2 Restore-Time Service Credit

If BT does not achieve the Restore-Time Service Level, you may claim a Daily rate Credit for each full day of delay in restoring the Service per affected Non-geographic Number up to a maximum amount equal to the Rental Charges due for the Non-geographic Number in the year of delay, ("**Restore-Time Service Credit**").

17 Requests for Service Credits

17.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident or the failure to meet the On Time Delivery Service Level occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 17.1 will constitute a waiver of any claim for Service Credits in that calendar month.

17.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 17.1:

17.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and

17.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.

17.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

17.4 The Service Levels under this Schedule will not apply:

17.4.1 in the event that Clause 8 of the General Terms applies;

17.4.2 during any trial period of the Service;

17.4.3 to failures due to any Force Majeure Event;

17.4.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tell you about;

17.4.5 to any Incident not reported in accordance with Paragraph 9 above; or

17.4.6 if you have not complied with the Contract.



Part D – Defined Terms

18 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

“**030 Entitled Entity**” means any public sector body and not for profit body, including for example registered charities that are permitted by Ofcom to use 030 Numbers.

“**030 Number**” means a Non-geographic Number starting with 030.

“**Achieved Figure**” means the total minutes for Calls made in the Year preceding the Measurement Date.

“**Administrator**” has the meaning given in Paragraph 8.1.1 (c).

“**Advanced Features**” means a range of functions that may be selected within the Inbound Services Network, further details of which can be found at:

[https://inboundservices.bt.com/IA/\(S\(1zjmz3attazz245vqbncxju\)\)/ReserveAndOrder/ROIIndexPageNew.aspx#](https://inboundservices.bt.com/IA/(S(1zjmz3attazz245vqbncxju))/ReserveAndOrder/ROIIndexPageNew.aspx#)

“**Advanced Number Delivery**” has the meaning given in Paragraph 2.1.2.

“**AES-256**” means the advanced encryption standard used to encrypt all your recorded data, including voice files, SMS messages, metadata and transcribed recordings.

“**Agreed Port Date**” has the meaning given in Paragraph 14.1.2.

“**Basic Number Delivery**” has the meaning given in Paragraph 2.1.1.

“**BT Auto Contact**” has the meaning given in Paragraph 3.3.

“**BT Auto Contact Platform**” has the meaning given in Paragraph 3.3.

“**BT Inbound Vault**” means a data storage environment that may be accessed online via the Management Console.

“**Business Hours**” means between the hours of 0800 and 1700 in a Business Day.

“**Call**” means a telephone call connecting the Caller to the Customer Service.

“**Call Director**” means the use of Advanced Features to deliver Calls made to one Geographic Number to an alternative Destination Number.

“**Call Payment**” means the payment set out in the Order paid by BT to you from the Call Revenue for Calls to Non-geographic Numbers.

“**Call Payment Threshold**” means the sum specified in the BT Price List that you need to achieve in respect of:

- (a) 084 and 087 non-geographic numbers, at the end of a six month consecutive period (as BT specifies); or
- (b) for 09 number ranges at the end of each calendar month, in order for you to qualify for a Call Payment.

“**Call Plan**” means a call routing plan agreed by both of us which includes Advanced Features and specifies the Destination Number(s) for Calls to each Non-geographic Number.

“**Call Revenue**” means the amount payable by a Caller to BT for access to the Customer Service.

“**Caller**” means a person who makes a Call.

“**Cardholder Data**” means the primary account number ('PAN') together with any or all of the following items which may be retained with the PAN: “cardholder name”, “service code”, “expiration date” or Sensitive Authentication Data.

“**Choice Number**” means a Reserved Number specifically chosen by you for which a Charge is set out in the Order.

“**Clawback Charges**” means the Charges set out in the BT Price List BT will recover from you if the permitted duration of a Fixed Fee Call is exceeded.

“**Code of Practice**” or “**Code**” means the prevailing code of practice issued by the PSA to regulate the premium rate number industry.

“**Commitment Option**” means a Service Option where you commit to a Committed Volume in order to obtain reduced Charges and higher Call Payments as set out in the Order.

“**Committed Volume**” means the total number of Call minutes set out in your Order which you commit to achieve each Year and which BT will measure your Achieved Figure against on the Measurement Date.

“**Communication Media**” means the medium used to transmit information to the BT Auto Contact Platform.

“**Communications Provider**” means the provider of the Caller’s telecommunications service.

“**Contact Telephone Number**” has the meaning given in Paragraph 9.1.2.

“**Content**” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

“**Corporate and Location Independent Electronic Communications Systems Numbers**” means public telephone numbers in the UK in the number space governed by Ofcom and attributed to communication providers for the



purpose of enabling public telephony to a mobile telephone number and which for this Service means a mobile telephone number starting with 055 or 056.

“**Customer Committed Date**” has the meaning given in Paragraph 7.1.5.

“**Customer Contact**” has the meaning given in Paragraph 8.1.1(b).

“**Customer Equipment**” means any equipment and software provided by you and used by you in connection with a Service.

“**Customer Service**” means the services you provide to your customers using the Non-geographic Number.

“**Daily Rate Credit**” means £25.00 per day per Non-geographic Number affected by the events in Paragraph 14.2.

“**Destination Number**” means the Geographic Number, Non-geographic Number, Mobile Number, Corporate and Location Independent Electronic Communications Systems Number, or International Number to which a Call is routed by the Service.

“**Enabling Service**” has the meaning given in Paragraph 5.1.

“**Event**” means you either:

- (a) directly or indirectly advertise a Non-geographic Number in the mass media; or
- (b) run a direct response campaign,

which may generate a High Calling Rate to the Non-geographic Number.

“**Fixed Fee Call**” means a Call where the amount charged for the Call is independent of the duration of the Call but which is subject to a limit on their duration.

“**Full Control**” means the function within Inbound Architect providing you with the ability to create and tailor Call Plans.

“**Funding Levy**” means the charge collected by BT on behalf of the PSA to fund the PSA. The rate at which the Funding Levy is applied is set out on the PSA’s website.

“**Geographic Number**” means public telephone numbers in the UK in the number space governed by Ofcom and attributed to communications providers for the purpose of enabling public telephony at a fixed location and which for this Service means a number starting with 01 or 02.

“**High Calling Rate**” means five or more simultaneous Call attempts per second per Non-geographic Number in any 30 second period.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“**Inbound Analyst**” means the analysis Software provided by BT that allows you to produce reports using the Non-geographic Number Call data provided by BT.

“**Inbound Architect**” means the management tool Software provided by BT allowing you to monitor and route Call traffic.

“**Inbound Call Recording**” means a Service Option that will enable you to record and store Calls, and, where applicable, transcribe those Calls to text.

“**Inbound Services Network**” means those elements of the BT Network required to translate Non-geographic Numbers into Destination Numbers.

“**Initial Reservation**” has the meaning set out in Paragraph 7.1.4(a).

“**International Number**” means a telephone number provided by a telecommunications provider outside of the UK.

“**Internet**” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“**Internet Protocol**” or “**IP**” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“**Large Business**” means a business with 11 or more employees which will be identified on the Order.

“**Management Console**” means a secure internet access that allows you to search and download Recorded Calls, run validation checks on Recorded Calls and access the Recorded Calls audit log.

“**Measurement Date**” means each anniversary of the Service Start Date.

“**Minimum Period of Service**” means a period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order.

“**Mobile Number**” means public telephone numbers in the UK in the number space governed by Ofcom and attributed to communication providers for the purpose of enabling public telephony to a mobile telephone and which for this Service means a mobile telephone number starting with 07.

“**Nominated Personnel**” has the meaning given in Paragraph 8.1.1(a).

“**Non-geographic Number**” means a public telephone number in the UK in the number space governed by Ofcom, not linked with a geographic location and for this Service means a telephone number starting with 03, 08, 09, 116 or 118.

“**Notice of Non-Renewal**” has the meaning given in Paragraph 6.1.2(a).

“**Ofcom’s General Conditions**” means the general conditions of entitlement issued by Ofcom (or its successor) and updated by Ofcom from time to time.



- "On Time Delivery Service Credits"** has the meaning given in Paragraph 14.2.1.
- "On Time Delivery Service Level"** has the meaning given in Paragraph 14.1.
- "Paragraph"** means any paragraph in this Schedule unless specified otherwise.
- "PCI DSS"** means the Payment Card Industry Data Security Standards issued and amended by the PCI Security Standards Council from time to time and set out at <https://www.pcisecuritystandards.org>.
- "Phone-paid Services Authority"** or **"PSA"** means the premium rate services regulator operating under Ofcom devolved powers, including any successor entities that perform an equivalent role.
- "Planned Maintenance"** means any Maintenance BT has planned to do in advance.
- "Qualifying Incident"** has the meaning given in Paragraph 15.1.
- "Recorded Calls"** has the meaning given in Paragraph 7.3.7.
- "Recurring Charges"** means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.
- "Renewal Period"** means for each Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.
- "Rental Charges"** means the Recurring Charges payable for the Service set out in the BT Price list or your Order.
- "Reserved Number"** has the meaning given in Paragraph 7.1.4.
- "Restore-Time Service Credit"** has the meaning given in Paragraph 16.2.
- "Restore-Time Service Level"** has the meaning given in Paragraph 16.1.
- "Self-Billing Agreement"** means an agreement allowing BT to raise invoices on your behalf and a copy of the invoice is sent by BT with the payment.
- "Sensitive Authentication Data"** means security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip), personal identification numbers ("PINs", and PIN blocks) used to authenticate cardholders and/or authorize payment card transactions, that may be transmitted or processed (but not stored) as part of a payment transaction.
- "Service"** has the meaning given in Paragraph 1.
- "Service Assurance"** means the ability to invoke an alternative pre-determined Call Plan under disaster situations.
- "Service Charge"** means the charge paid by a caller which is set by the Caller's Communications Provider as defined by Condition 17 of the General Conditions.
- "Service Credit"** means each of the On Time Delivery Service Credit and the Restore-Time Service Credit.
- "Service Desk"** has the meaning given in Paragraph 7.1.1.
- "Service Level"** means each of the On Time Delivery Service Level and the Restore-Time Service Level.
- "Service Management Boundary"** has the meaning given in Paragraph 4.1.
- "Service Options"** has the meaning given in Paragraph 3.
- "Small Business"** means a business with 10 or fewer employees which will be identified on the Order.
- "Standard Service Components"** has the meaning given in Paragraph 2.
- "Televote"** means a single High Calling Rate service comprising a minimum of two and a maximum of 50 Non-geographical Service Numbers. The maximum duration of a standard Televote Call is 10 seconds.
- "Text to Speech"** means the conversion of names, addresses and other computer data into speech by converting text messages into synthetic speech.
- "Ticket"** has the meaning given in Paragraph 9.2.1 and may also be known as a **"fault reference number"**.
- "Training"** has the meaning given in Paragraph 3.4.
- "Underachievement Charge"** means the charges set out in the BT Price List, payable by you under the Commitment Option where the Achieved Figure is lower than the Committed Volume, which will be measured by BT on each Measurement Date.
- "Usage Charges"** means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.
- "Valuecall Number"** means a Non-geographic Number beginning 09xxx. **"Year"** means the period of 12 months commencing on the Service Start Date and subsequent periods of 12 months beginning on the anniversary of the Service Start Date.