



BT Consulting Service Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – BT Consulting Service

1 Service Summary

BT will provide you with the BT Consulting Service, comprising the Standard Service Components as set out in any applicable Order or Statement of Work, up to the point of the Service Management Boundary as set out in Paragraph 3 ("**BT Consulting Service**").

2 Standard Service Components

BT will provide you with the following standard service component ("**Standard Service Component**") in accordance with the details as set out in any applicable Order or Statement of Work:

2.1 BT Consulting Service

The BT Consulting Service will be provided using BT Employees who will work with you to:

- 2.1.1 provide advice, development, implementation, maintenance, support, testing or evaluation of components, including, hardware, software, platforms and means of communications.

3 Service Management Boundary

- 3.1 BT will provide and manage the BT Consulting Service in accordance with Parts B, C and D of this Schedule and as set out in any applicable Order or Statement of Work ("**Service Management Boundary**").
- 3.2 BT will have no responsibility for the BT Consulting Service outside the Service Management Boundary.

4 Associated Services and Third Parties

- 4.1 If BT provides you with any service(s) other than the BT Consulting Service this Schedule will not apply to those service(s) and those service(s) will be governed by their separate terms and conditions.

5 Specific Terms

5.1 Invoicing

- 5.1.1 BT will invoice you for the Charges as set out in Paragraph 5.1 in the amounts and currency specified in any Order or Statement of Work.
- 5.1.2 The Charges are based upon BT's assessment of work involved, taking into account any assumptions set out in the Order or Statement of Work and where necessary BT will agree any adjustment to the Charges with you.
- 5.1.3 Unless stated otherwise in an applicable Order or Statement of Work, BT will invoice you for:
 - (a) BT Consulting Service Charges as detailed in the Order or Statement of Work.
- 5.1.4 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order or Statement of Work:
 - (a) Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
 - (b) Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
 - (c) any other Charges set out in any applicable Order or Statement of Work or otherwise agreed between both of us.

5.2 Service Amendment

- 5.2.1 You may request, by giving BT Notice, a change to:
 - (a) an Order or Statement of Work for the BT Consulting Service (or part of an Order or Statement of Work) at any time before the Service Start Date; or
 - (b) the BT Consulting Service at any time after the Service Start Date.
- 5.2.2 If you request a change in accordance with Paragraph 5.2.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:



- (a) the likely time required to deliver the changed BT Consulting Service; and
 - (b) any changes to the Charges due to the changed BT Consulting Service.
- 5.2.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 5.2.1, unless and until the necessary changes to the Charges, implementation timetable, Statement of Work and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 5.2.4 If BT changes the BT Consulting Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.
- 5.3 **Confidentiality**
 - 5.3.1 BT, in connection with performing the Services, may develop or acquire general knowledge experience, know-how, skills and ideas that are retained in the memory of the BT Employees. BT may use this general knowledge experience, know-how, skills and ideas as it chooses.
 - 5.3.2 Nothing contained in the Contract will prevent or restrict any BT Affiliate, including BT, from providing services to other customers (including services which are the same or similar to the BT Consulting Service) even if those other customers' interests are in competition with you provided that BT is able to protect its obligation to maintain confidentially.
 - 5.3.3 You will use the Statements only for:
 - (a) the purposes specified in the Order or Statement of Work and, in particular, you will not, without the prior written consent of BT, use or refer to any Statements in connection with your business decisions to any third party or for advertisement purposes; and
 - (b) your benefit unless BT agrees in writing to you disclosing to a third party.
 - 5.3.4 Where Statements are disclosed to a third party in accordance with Paragraph 5.3.3(b):
 - (a) the receipt of the Statements by the third party is not intended to create any duty of care, professional relationship or any present or future liability between that third party and BT; and
 - (b) BT owes no duty of care or liability to the third party.
- 5.4 **Statements**
 - 5.4.1 Statements are made on the basis of information available at the time.
 - 5.4.2 Statements, including those made about third party software, equipment or services, are not a representation, undertaking or warranty as to outcome or achievable results.
 - 5.4.3 Statements are provided for information only and are not:
 - (a) legal advice;
 - (b) advice about how any regulation or compliance requirement may apply to you.
 - 5.4.4 BT makes no warranties, express, implied or statutory as to the information in any Statement.
 - 5.4.5 BT will not be responsible for the way in which the Deliverables, Statements or any other output from the BT Consulting Service is used by you.
- 5.5 **BT Employees**
 - 5.5.1 BT will:
 - (a) provide the BT Consulting Service using such BT Employees as BT considers suitably qualified to undertake the work at all times;
 - (b) be responsible for directing, controlling and supervising the work performed by the BT Employees;
 - (c) not be prevented from having BT Employees involved in the performance of the services under this Contract perform similar services for other customers; and
 - (d) where appropriate, BT will use its reasonable endeavours to maintain continuity of the BT Employees who perform the work but may at any time change those BT Employees.
 - 5.5.2 During the provision of the BT Consulting Service and for a period of twelve months you will not directly or indirectly solicit, contact, or meet with BT Employees for purposes of soliciting, hiring, recruiting, or inducing the termination of employment of BT Employees. This will not restrict your right to solicit or recruit generally in the media.



Part B – Service Delivery and Management

6 BT's Obligations

6.1 Service Delivery

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

- 6.1.1 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 6.1.2 where applicable, provide you with a date on which delivery of the BT Consulting Service (or each part of the Service, including Deliverables to each Site) is due to start ("**Customer Committed Date**") and will use commercially reasonable endeavours to meet any Customer Committed Date any other time frames set out in the Order or Statement of Work, however, unless set out otherwise in the Order or Statement of Work, all time frames are indicative only and not contractually binding;
- 6.1.3 during a kick-off meeting, confirm the scope of the BT Consulting Service including the Deliverables, your responsibilities, data gathering tasks, status meetings, handling of project problems, special requirements and actions BT may reasonably take in performing the work; and
- 6.1.4 will show you drafts of the Deliverables and discuss ideas with you. The drafts will be superseded by the final written Deliverables. BT will not be responsible if you choose to rely on, act or refrain from acting on the basis of the drafts or ideas discussed with you.

6.2 The End of the Service

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

- 6.2.1 BT will perform the tasks as set out in the Order or Statement of Work (if any) up to the date of expiry or termination.
- 6.2.2 BT is not responsible for updating or maintaining any Deliverables unless set out otherwise in the Order or Statement of Work.

7 Your Obligations

7.1 Service Delivery

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

- 7.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for BT Consulting Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 7.1.2 guarantee the accuracy, correctness, completeness and reliability of the data, information and documents made available by you to BT, including if these originate from third parties. Unless set out in the Order or Statement of Work, BT may rely on and use this data information and documentation without further verification;
- 7.1.3 provide BT with any information reasonably required without undue delay;
- 7.1.4 cooperate with BT to enable BT to perform the BT Consulting Service, including providing BT with reasonable facilities and timely and appropriate access to information and your personnel to enable BT to perform the BT Consulting Service;
- 7.1.5 provide BT Employees with adequate office accommodation, facilities and other support, including securing access to your premises or any premises, for the effective performance of the BT Consulting Services;
- 7.1.6 be fully responsible for evaluating the adequacy of and accepting any Deliverables;
- 7.1.7 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 7.1.8 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 BT Consulting 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 us from and against any Claims or action brought by your employees or Users against us arising out of the delivery of the BT Consulting Service by BT.

7.1.9 ensure that the agreed scope of the BT Consulting Service is appropriate for your needs.

7.2 **Acceptance of Deliverable(s)**

7.2.1 Following the release of a Deliverable, BT will coordinate a call to review the Deliverable and to address any questions or concerns you may have.

7.2.2 When you receive a Deliverable you will have 10 Business Days to notify BT of any questions or comments otherwise the Deliverable will be deemed accepted by you and the BT Consulting Service or relevant part of the Service will be completed.



Part C – Service Levels

8 Service Levels

There are no Service Levels for this Service.



Part D – Defined Terms

9 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below 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). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

"BT Employees" means the people employed by BT and our sub-contractors that BT consider suitably qualified to perform the BT Consulting Service.

"Customer Committed Date" means the date provided by BT on which delivery of the BT Consulting Service (or each part of the BT Consulting Service, including to each Site) is due to start.

"Customer Contact" means any individuals authorised to act on your behalf for BT Consulting Service management matters.

"Deliverables" means any deliverables identified in the Order or Statement of Work to be provided by BT to you in respect of the BT Consulting Service and may include Statements.

"Effective Date" means the earliest of the date BT accepts your Order or Statement of Work, or the BT Consulting Service Start Date.

"General Terms" means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

"BT Consulting Service" has the meaning given in Paragraph 1.

"Service Management Boundary" has the meaning given in Paragraph 3.1.

"Statement of Work" means a document, or Order, entered into by the parties documenting the BT Consulting Service to be performed by BT and includes specific terms and conditions to the BT Consulting Service. Statement of Work is used interchangeably with Order in the General Terms.

"Statements" means the surveys, statements, presentations, recommendations, advice, reports, opinions and other communication provided by BT as part of the BT Consulting Service.