



Service Relationship Management Solution Terms Annex to the EE Mobile Schedule

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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 these Solution Terms have the meanings given to them in the General Terms, EE Mobile Schedule, Orders and EE Price Guide.

Part A – This Solution

1 Statement of Requirements

This Solution requires a Statement of Requirements.

2 The Service Relationship Management Solution

- 2.1 Any Sites identified for Mobile Network Incident notifications in accordance with the Service Relationship Management Solution Description will be agreed between both of us.
- 2.2 Unless otherwise agreed between both of us, the number of Sites identified for Mobile Network Incident notifications in accordance with Paragraph 2.1 is limited to 10 locations.

3 Charges

EE will invoice you for the Subscription Charges monthly.

4 Your Obligations

You will (and will ensure that your Users will) meet the obligations set out in the Service Relationship Management Solution Description.

5 The End of the Solution

- 5.1 This Solution is subject to a Minimum Term.
- 5.2 You will pay EE Termination Charges if you terminate this Solution during the Minimum Term, in addition to any other payments due to BT or EE under the Contract. Termination Charges will be calculated as follows:
Subscription Charge x number of months remaining in the Minimum Term for this Solution.

6 Employment

6.1 Representation and warranty

You warrant that there is no person whose contract of employment (or contracts to perform work or services) will, as a result of the provision of the Service Relationship Management Services by BT, transfer to BT, in accordance with TUPE or otherwise.

6.2 Indemnity

- 6.2.1 You will indemnify BT and any subcontractor and keep BT indemnified from and against any Losses which BT suffers or incurs as a result of the transfer to BT of the contract of employment of any person. The indemnity in this Paragraph 6.2 includes any Losses suffered or incurred in connection with:
 - (a) any Employee Emoluments due to any such person; and
 - (b) the employment or termination of employment (including any redundancy costs) of any such person before, on or after the Service Start Date; and/or
 - (c) any failure to inform or consult under TUPE.

6.3 BT Personnel

- 6.3.1 BT will ensure that:
 - (a) subject to Paragraph 6.3.2, each of the BT Personnel is suitably qualified, adequately trained and capable of providing the applicable part of this Solution that BT engages them to provide;
 - (b) there is an adequate number of BT Personnel to provide this Solution.
- 6.3.2 BT's obligations in Paragraph 6.3.1 (a) do not apply for the first calendar month following the Service Start Date.

6.4 Contracts of employment

- 6.4.1 The full or partial transfer of the Service Relationship Management Services from BT to you or any Replacement Supplier may be a Relevant Transfer.



- 6.4.2 Where a Relevant Transfer occurs, the employment contracts of the Outgoing Employees will transfer on and from the Service Transfer Date, to you (or where appropriate the Replacement Supplier), unless any Outgoing Employee has objected in accordance with regulation 4(7) of TUPE.
- 6.4.3 BT will:
- (a) provide Employee Liability Information for the Outgoing Employee in accordance with regulation 11 of TUPE; and
 - (b) be responsible for the Employee Emoluments in respect of the Outgoing Employees up to the Service Transfer Date.
- 6.4.4 You will (or, where appropriate, ensure that any Replacement Supplier will) be responsible for the Employee Emoluments in respect of the Outgoing Employees after the Service Transfer Date and you will make all necessary apportionments.
- 6.4.5 Each of us indemnifies the other (or where appropriate the Replacement Supplier) against all Losses arising from each of our failures to comply with our respective obligations set out in this Paragraph 6.4.
- 6.4.6 BT will indemnify you (or where appropriate any Replacement Supplier) from and against all Losses arising in connection with any act or omission of BT relating to any Outgoing Employee's employment, before the Service Transfer Date.
- 6.4.7 You will indemnify BT and any subcontractor from and against all Losses arising in connection with any of your acts or omissions (or where appropriate the acts or omissions of any Replacement Supplier) relating to any Outgoing Employee's employment on or after the Service Transfer Date.
- 6.5 **Contracts (Rights of Third Parties) Act 1999**
- Despite Clause 27 of the General Terms, any Replacement Supplier may directly enforce the benefits conferred on it in this Paragraph 6.
- 6.6 **Non-solicitation**
- 6.6.1 You will not, without BT's prior written consent, solicit or entice away from BT or employ or engage, or attempt to employ or engage, any BT Personnel or any person who has been engaged by BT in the provision of the Service Relationship Management Services ("Affected Personnel").
- 6.6.2 The restrictions set out in Paragraph 6.6.1 apply from the date of acceptance of these Solution Terms and continue for 12 months after the expiry or termination of the Service Relationship Management Services.
- 6.6.3 If BT gives its consent in accordance with Paragraph 6.6.1, you will pay BT a sum equal to the higher of:
- (a) 20 per cent of the then current annual remuneration of the Affected Personnel; or
 - (b) 20 per cent of the annual remuneration to be paid by you to the Affected Personnel.



Part B – Defined Terms

7 Defined Terms

In addition to the defined terms in the General Terms, EE Mobile Schedule, Orders and EE Price Guide, capitalised terms in these Solution Terms will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, EE Mobile Schedule, Orders or EE Price Guide, these defined terms will take precedence for the purposes of these Solution Terms):

“**Affected Personnel**” has the meaning given in Paragraph 6.6.1.

“**BT Personnel**” means all those employees of BT or any subcontractor who are engaged in the provision of the Service Relationship Management Services (or relevant part of the Service Relationship Management Services) from time to time.

“**Employee Emoluments**” means all salaries, wages, commissions, incentive payments, bonuses, all statutory contributions, holiday pay (including payment for accrued but untaken holiday), national insurance contributions, pension and employer insurance contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE), expenses and all other emoluments, benefits and outgoings.

“**Employee Liability Information**” means the information specified in regulation 11(2) of TUPE.

“**Incident**” means an issue logged with EE and which is being investigated by EE.

“**Losses**” means losses, damages, awards, orders, liabilities (including any liability to taxation), Claims, costs, demands and expenses, including fines, penalties, reasonable legal and other professional fees and expenses.

“**Outgoing Employees**” means those BT Personnel who are assigned to the provision of the Service Relationship Management Services (or any relevant part of the Service Relationship Management Services) as at any Service Transfer Date.

“**Relevant Transfer**” means a relevant transfer for the purposes of TUPE.

“**Replacement Services**” means any services which are identical or substantially similar to any of the Service Relationship Management Services and which you receive in substitution for any of the Service Relationship Management Services, whether those services are provided by you internally or by any Replacement Supplier. Any reference in these Solution Terms to the “**transfer**” of Service Relationship Management Services is a reference to the termination or expiry of the Service Relationship Management Services (or any part of them) under the Contract and the commencement of Replacement Services in their place.

“**Replacement Supplier**” means any third party supplier of Replacement Services appointed by you from time to time.

“**Service Transfer Date**” means the date on which the Service Relationship Management Services (or any part of the Service Relationship Management Services), for whatever reason transfer from BT to you or any Replacement Supplier.

“**Service Relationship Management Service**” means the service BT supplies to you and your Users in accordance with these Solution Terms and the Service Relationship Management Solution Description.

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as may be amended from time to time).