



Service Schedule for BT One Phone

1. GENERAL DESCRIPTION

1.1 The Service BT will provide to the Customer is a voice and communication service using mobile wireless technology as follows:

(a) For BT One Phone Office:
via a SIM within a Device or a Customer handset ("Customer Handset"). Dependent upon:

- (i) the Device or Customer Handset; and
- (ii) the Subscription Option,

the Device or Customer Handset in which the SIM is installed will connect to the BT Mobile Network and/or BT Wi-fi. Calls and data will be sent and received using the Network to which the SIM is connected.

(b) For BT One Phone Professional:
via a SIM within a Device or a Customer Handset. Dependent upon the Device or Customer Handset, the Device or Customer Handset in which the SIM is installed will connect to the BT Mobile Network and/or BT Wi-fi.

1.2 To provide the Service to the Customer BT will supply the Customer with a SIM for each Subscription.

1.3 A Minimum Period applies to the Contract as set out in the Order Form, On Boarding Contract Amendment or any other agreed contract amendment document.

1.4 For BT One Phone Office, BT will allocate each Subscription to a Site.

1.5 The Service will include any other facilities that BT agrees to provide under this Contract including Content. BT may refuse to provide any part of the Service to the Customer.

1.6 There may be circumstances when a SIM will not be able to make 999 or 112 emergency calls. BT recommends that:

(a) the Customer makes alternative arrangements to cover circumstances such as a loss of mains electricity; and

(b) the Customer maintains a primary fixed telephone line.

1.7 The Service does not include broadband and provision of broadband is not included within this Contract.

1.8 The Customer is responsible for terminating the contracts for any services to be replaced by the Service and for reaching any commercial agreement with the suppliers of the terminated services including payment of any associated early termination charges.

2. THE NETWORKS

BT Mobile Network

2.1 Subject to Clauses 2.3 and 2.5 of this Schedule a Device or Customer Handset in which the SIM is installed will connect to the BT Mobile Network when there is coverage on the BT Mobile Network.

2.2 The BT Mobile Network will provide the Customer with:

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- (a) the ability to make and receive voice calls;
- (b) the ability to send and receive information (including messaging services such as Text, Video Messaging, MMS or email or accessing information from the internet); and
- (c) any other facilities available on the BT Mobile Network as set out and updated from time to time on www.bt.com.

The availability of the above services will depend on the Device or Customer Handset in which the SIM is installed.

2.3 The BT Mobile Network is not available in all parts of the United Kingdom or in all other countries and may be restricted to certain areas within those countries where Service is available.

2.4 Where the Customer accesses the BT Mobile Network near the border of the BT Mobile Network and the network of a third party, the Customer agrees that:

- (a) the Customer may not be able to access the BT Mobile Network but may instead access the 3rd party network; and
- (b) that usage will be charged at Roaming rates as set out in Part 1 of Section 10c of the BT Price List, once any applicable inclusive allowance for Roaming has expired.

2.5 BT will try to provide uninterrupted service, but the Customer understands and agrees that:

- (a) from time to time faults may occur; and
- (b) the BT Mobile Network may be impaired by:
 - (i) local geography and topography;
 - (ii) weather and/or atmospheric conditions;
 - (iii) degradation, congestion or

maintenance requirements of the BT Mobile Network including but not limited to re-positioning and/or decommissioning of basestations;

(iv) other physical or electromagnetic obstructions or interference;

(v) faults in other telecommunications networks to which the BT Mobile Network is connected;

(vi) the compatibility of the Customer Equipment used; and

(vii) any other conditions or circumstances beyond BT's control.

2.6 The Customer agrees BT may migrate the Service to an alternative Network as determined by BT at any time and the Customer will cooperate with BT during the migration. The Customer will do (but not limited to), the following:

- (a) enable the required replacement of SIMs for the alternative Network;
- (b) reload and/or amend specific settings on Devices and Customer Handsets; and
- (c) arrange for Customer Handsets to be unlocked.

The Customer agrees and accepts that the Customer may require internet access in order to undertake the above and that the migration may mean a temporary interruption to the Service under Clause 3.11 (b) of the Conditions.

Number Porting Compensation Scheme

2.7 Where the Customer wishes to port their existing number from their previous service provider to BT, BT will provide the Customer with a Port Date. If BT fails to port the number by the Port Date, the Customer may claim under the Number Porting Compensation Scheme, details of which are set out in Part 5 of Section 10c

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of the BT Price List.

Equipment or SIM will appear in the Customer's books in the name of BT; and

3. DEVICES, BT EQUIPMENT AND SIMS

3.1 Where Devices are provided under this Contract, Clauses 3.2 to 3.4 inclusive of this Schedule will apply in place of Clause 2.1 of the Conditions.

3.2 For any SIMs, Devices and BT Equipment supplied under this Contract:

- (a) BT may at its option make partial shipments for the delivery of the Devices, SIMs and BTEquipment;
- (b) risk in the Devices, SIMs and BT Equipment passes to the Customer and acceptance takes place at the time of delivery;
- (c) BT will not guarantee the continuing availability of any Device or BT Equipment and BT may add to, substitute or discontinue Devices or BT Equipment.

(ii) in the event of bankruptcy or threatened seizure of the Charged Device, BT Equipment or SIM, the Customer will immediately notify BT and BT may take action to repossess the Charged Device, BT Equipment, or SIM. The Customer will also notify interested third parties of BT's ownership of the Charged Device, BT Equipment or SIM.

(e) If there is a pricing error, or the manufacturer or distributor of a Device increases their charges once the Customer has placed an order, BT will not be obliged to sell the Device to the Customer at the original charges. In this event BT will give the Customer the option to cancel the affected part of its order within 5 days of the price increase with no further liability to BT.

Title in Devices, BT Equipment and SIMs

3.3 For any SIMs, BT Equipment and Devices title will pass as follows:

- (a) Charged Devices - title (excluding the Intellectual Property Rights) will pass to the Customer on payment of the charge;
- (b) Funded Devices – title (excluding the Intellectual Property Rights) will pass to the Customer on delivery;
- (c) SIMs and BT Equipment (including the Intellectual Property Rights) – title will not pass to the Customer at any time. The SIM and BT Equipment remain BT's property at all times. The Customer agrees to return BT Equipment and/or SIMs to BT if requested to do so;
- (d) The Customer will not sell, charge, assign, transfer or dispose of or part with possession or encumber in any way Charged Devices (until title passes under Clause 3.3 (a) of this Schedule), SIMs and BTEquipment, and

(i) the Charged Device, BT

Apple iPad

3.4 Where the Service includes the provision of an Apple iPad Tablet ("iPad") the following additional Clauses apply:

- (a) The Customer will not resell, rent, lease, or otherwise distribute the iPad outside of the EU or the European Free Trade Area ("EFTA") without the written consent of BT;
- (b) The Customer will notify BT of any suspected defects in the iPad any violations of the manufacturer's or BT's rights, including end user licence agreements for the iPad, or any claims or proceedings concerning the iPad;
- (c) The Customer acknowledges that the iPad and technical information (including, but not limited to, service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of other countries, and any use or transfer of the iPad, and technical information must be in compliance with all applicable regulations and international trade

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sanctions. The Customer will not use, distribute, transfer, or transmit the iPad or technical information (even if incorporated into other products) except in compliance with all applicable export regulations and trade sanctions. If requested by BT, the Customer will sign written assurances and other export-related documents as may be required to comply with all applicable export regulations;

- (d) The Customer must leave all notices, labels, packaging, warranties, disclaimers and licence agreements intact as shipped to them;
- (e) Except as may be agreed in writing by BT, nothing in this Contract confers any rights on the Customer, its agents, employees or contractors to use either the manufacturer's or BT's logos, trademarks or other intellectual property associated with such parties.

Apple iPhone

3.5 Where the Service includes the provision of an Apple iPhone Device ("iPhone") the following additional Clauses will apply:

- (a) The Customer will not resell, rent, lease, or otherwise distribute the iPhone outside of the EU or the European Free Trade Area (EFTA) without the written consent of BT;
- (b) The Customer acknowledges that the iPhone, and technical information (including, but not limited to, service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of other countries, and any use or transfer of the iPhone, and technical information must be in compliance with all applicable regulations and international trade sanctions. The Customer will not use, distribute, transfer, transmit, export or re-export the iPhone, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations and trade sanctions. If requested by BT, the Customer will sign written assurances and other export-related

documents as may be required to comply with all applicable export regulations;

- (c) The Customer will leave all notices, labels, packaging, in-box materials, warranties, disclaimers and licence agreements intact as shipped to them and shall not remove, obscure or add any mark to the iPhone or related material;
- (d) Except as may be agreed in writing by BT, nothing in this Contract confers any rights on the Customer, its agents, employees or contractors to use either the manufacturer's or BT's logos, trademarks or other intellectual property associated with such parties;
- (e) BT may charge an additional fee for excess airtime minutes, data transport, SMS messages, or MMS messages if the Customer's iPhone usage exceeds the limits set out by BT in the Contract;
- (f) The Customer accepts the Apple standard warranty which is available at <https://www.apple.com/legal/warranty/products/uk-ireland-universal-warranty.html>;
- (g) The Customer will report any faults in the iPhone Device in accordance with Clause 13, below;
- (h) The Customer agrees and will accept the applicable end-user software license agreement on the initial start-up of the iPhone. The end-user software license agreement is available at <https://www.apple.com/legal/sla/>;
- (i) The Customer will comply with any safety notices or requirement for the implementation of safety changes to the iPhone that BT communicates to the Customer. The Customer will comply with any instructions given by BT and allow BT to assist the Customer with the implementation of safety changes including any recalls of iPhones. The Customer will provide information to BT on the progress of such safety changes as BT requires.

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Configuration of Devices and Customer Handsets

- 3.6 Dependent upon the Device or Customer Handset, the Customer must:
- (a) configure the Device or Customer Handset manually according to any instructions issued by BT; or
 - (b) download a configuration file from any url issued by BT.

Details of the required configuration can be found at www.bt.com/btonephoneportal.

Device and Customer Handset Settings

- 3.7 The Customer is responsible for the settings applicable to the Device or Customer Handset and for Network selection.

4. COMPANY SHARED BUNDLES, SUBSCRIPTION OPTIONS, SUBSCRIPTION EXTRAS AND COMPANY EXTRAS

- 4.1 The following options are available with the Service and the Order Form, On Boarding Contract Amendment or any other agreed contract amendment document will identify which of these are included in the Contract:

Company Shared Bundle
Subscription Options
Subscription Extras
Company Extras

The terms and conditions (including any applicable Minimum Period) for each option are set out in Part 1 of Section 10c of the BT Price List. The charges and inclusive allowances set out in Part 1 of Section 10c of the BT Price List will apply other than where the Order Form, On Boarding Contract Amendment or any other agreed contract amendment document states a different charge or allowance.

- 4.2 Where an option in Clause 4.1 of this Schedule is terminated within any applicable Minimum Period, early termination charges will apply as set out in Part 1 of Section 10c of the BT Price List.

5. MY BT BUSINESS ACCOUNT, BT ONE PHONE PORTAL and ALERT CLIENT

- 5.1 Where the Customer uses My BT Business Account the BT standard terms and conditions for My BT Business Account will apply, copies of which can be found at www.bt.com/terms under Billing and Analysis Services.
- 5.2 Where the Customer uses the BT One Phone Portal and/or Alert Client, the terms and conditions set out in the Annex for the BT One Phone Portal will apply.

6. SOFTWARE

- 6.1 Where Software is provided under the Contract, the following Clauses will apply in addition to those set out in Clause 8 of the Conditions:
- (a) The Customer agrees to be bound by the licence in Clause 8.2 of the Conditions and is responsible for ensuring the use of the Software by Users in accordance with that licence whether or not Users are requested to accept terms and conditions when installing Software;
 - (b) Acceptance of the terms of the licence set out in Clause 8.2 of the Conditions is indicated by the Customer or Users installation and/or use of the Software.

7. BT MOBILE DATA

- 7.1 Where the Service includes BT Mobile Data, the following additional Clauses will apply:
- (a) Data Services will not be used by the Customer for:
 - (i) Internet Protocol ("IP") Telephony;
 - (ii) Voice over Internet Protocol ("VOIP");
 - (iii) Video and Television streaming.
 - (b) As part of the Service, BT will provide the Customer with a generic APN for access to the internet. The APN is provided as standard with the SIM.

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(c) The Customer will at its own expense ensure it has suitable computing equipment such as laptop or pocket personal computers with wireless LAN and associated software and configurations for use with the Service.

Customer acknowledges and accepts that BT does not guarantee the security of BT Wi-fi against unlawful access or use. The Customer will ensure adequate internal security policies are implemented to stop unlawful access to or use of the Service.

8. BT WI-FI

8.1 The following additional Clauses will apply:

(a) BT Wi-fi includes connection to the Wi-fi Network and if required the internet, but does not include a connection from the Wi-fi Network to any Customer Network or any services once the Customer is connected to the internet.

(b) When a Customer is located within the radio frequency coverage area of a BT Wi-fi Site the Customer may connect to BT Wi-fi using the App applicable to the Device or Customer Handset. From time to time BT may seek to restrict access to, or respond to a request from a BT Wi-fi Partner to restrict access to a limited number of websites at a BT Wi-fi Site. The implementation of any restricted access to a website will be at BT's sole discretion.

(c) BT Wi-fi cannot be accessed via any other wireless data service (WiFi) operator.

(d) The Service is dependent on the suitability of the Customer's computing equipment and, if applicable, the Customer Network, details of which can be found at: www.btwifi.com or any other url that BT notifies to the Customer. The Customer's computing equipment or the Customer Network is not provided as part of BT Wi-fi.

(e) BT will not authorise or guarantee access to any of the BT Wi-fi Sites for the Customer to use the BT Wi-fi or guarantee that Service will continue to be available from a specific BT Wi-fi Site.

(f) Due to the nature of BT Wi-fi the

(g) Charges for Wi-fi Roaming will be charged separately as set out in Part 1 of Section 10c of the BT Price List.

9. MUSIC

9.1 The Customer will not record, re-use or re-sell any music made available by BT to the Customer under this Contract.

10. BT ONE PHONE CONFERENCE

10.1 The following additional Clauses apply to BT One Phone Conference:

(a) BT One Phone Conference is an audio conferencing service.

(b) BT's ability to provide BT One Phone Conference is at all times subject to the availability of appropriate facilities and BT will not guarantee to provide BT One Phone Conference on each occasion that the Customer requests it.

(c) In order to use BT One Phone Conference participants will require access to a tone dialling telephone. The Customer will reserve a Conference Bridge Number through the BT One Phone Dial in Service.

(d) BT may de-active a Conference Bridge Number if it has not been used during any period of three consecutive months.

11. BLACKBERRY, AND MOBILEIRON CLOUD SERVICE

11.1 Where the Contract includes BlackBerry Services (as detailed in the Order Form, On Boarding Contract Amendment or any other agreed contract amendment document) the terms and conditions set out in the Annex for BlackBerry will apply.

11.2 Where the Contract includes MobileIron Cloud Service (as detailed in the Order Form, On Boarding Contract Amendment

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or any other agreed contract amendment document) the terms and conditions set out in the Annex for MobileIron Cloud Service will apply.

12. CONTRACT

AMENDMENT

On Boarding Period

12.1 Where during the On Boarding Period:

- (a) BT considers it necessary, following a survey of the Site(s) to provide the Service (wholly or partially) using non-standard methods incurring greater expense than is normal; or
- (b) the Service is provided at greater expense to BT than is normal as a result of a request from the Customer; or
- (c) a change to the Contract is agreed between BT and the Customer,

The change will be documented in the On Boarding Contract Amendment.

12.2 The Customer must within 14 days of BT issuing the On Boarding Contract Amendment either:

- (a) sign the On Boarding Contract Amendment, which will upon signature by BT form part of the Contract; or
- (b) cancel the Contract, in which case BT will apply the charges set out in Clause 19.2 of this Schedule.

Where the Customer does not sign the On Boarding Contract Amendment or give notice of cancellation of the Contract within the 14 day period, BT may terminate the Contract in which case BT will, by way of compensation, charge BT's reasonable expenses incurred in getting ready to provide the Service and any usage charges incurred up to the date of cancellation.

Contract Amendment After the On-Boarding Period

12.3 For any changes to the Contract requested by the Customer once the On Boarding Period has expired the following will apply:

Additional Sites

12.4 The Customer will issue BT with a contract amendment request where Additional Sites are required.

12.5 BT will notify the Customer whether or not BT agrees to provide Service at the Additional Sites and will issue a contract amendment which will include any special terms and conditions and the charges.

12.6 The Customer will within 14 days of BT issuing the contract amendment:

- (a) confirm their acceptance of the special terms and conditions and charges set out in the contract amendment by signing the contract amendment and returning it to BT. Upon signature of the contract amendment by BT, the contract amendment will form part of the Contract; or
- (b) give written notice of their rejection of the special terms and conditions and charges in the contract amendment. Where the Customer rejects the contract amendment the Customer may:
 - (i) withdraw the request to amend the Contract in which case BT will continue to provide the Service and will apply the charges applicable to the Contract before the request to amend the Contract was issued; or
 - (ii) terminate the Contract in accordance with Clause 19.3 of this Schedule in which case the charges in Clause 17.8 of this Schedule will apply.

12.7 Where the Customer does not sign the contract amendment, withdraw the request or terminate the Contract as set out in Clause 12.6 of this Schedule, within the 14 day period, BT may terminate the Contract in which case BT will, by way of compensation, charge the Customer the early termination charges stated in Clause 17.8 of this Schedule.

12.8 In the period covered by Clauses 12.4 to 12.6 inclusive of this Schedule, BT will continue to provide the Service and the

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Customer will pay the charges applicable to the Contract before the request to amend the Contract was issued.

Other Changes

- 12.9 Where the Customer wishes to vary the Contract, other than the inclusion of Additional Sites, the Customer may request the amendment via the BT One Phone Portal or the BT One Phone Helpdesk and BT will confirm its acceptance of the request by sending a Confirmation Email. Upon acceptance by BT, the variation will form part of the Contract.
- 12.10 BT may change the Contract (including the charges) following expiry of the On-Boarding Period at any time and will publish any change in line with Clause 12.11 of this Schedule.
- 12.11 Unless otherwise stated in this Schedule, BT will publish any changes to the Contract (including the charges) online at www.bt.com/pricing (or any other online address that BT may advise the Customer) as follows:
- (a) for changes that are to the Customer's significant detriment, at least one month before the change is to take effect; and
 - (b) for all other changes at least one day before the change is to take effect.

Additions

- 12.12 Where following the On-Boarding Period of the Contract, BT makes available additional:
- Subscription Extras;
Company Extras; or
Subscription Options,
- and the Customer requests the inclusion of these in the Contract, the contract amendment process detailed in Clause 12.9 of this Schedule will apply. Where BT and the Customer agree to the amendment, the applicable terms and conditions will apply as detailed in Part 1 of Section 10c of the BT Price List.
- 12.13 Where a contract amendment under Clause 12 of this Schedule leads to the termination of a Subscription, Subscription

Option, Subscription Extra or a Company Extra any early termination charges or charges due upon termination set out in Part 1 of Section 10c of the BT Price List will apply.

13. FAULTS

Faults in the BT Mobile Network

- 13.1 BT provides the BT One Phone Helpdesk for the reporting of faults in the BT Mobile Network details of which are set out in Part 2 of Section 10c of the BT Price List. Upon initial fault diagnosis by BT, those faults that in BT's opinion are not attributable to the BT Mobile Network will be referred back to the person who reported the fault.

Faults in the Device

- 13.2 BT will pass on to the Customer the benefits of any warranty or guarantee that it has obtained from its supplier on the same terms, provided that:
- (a) the Device has been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any, and has not been modified except with BT's written consent; or
 - (b) the fault is not due to accidental or wilful damage; interference with or maintenance of the Device by persons other than BT; or
 - (c) the fault is not due to faulty design by the Customer where the Device has been manufactured to the Customer's design; or
 - (d) the Device has not been tampered with so as to invalidate the guarantee.
- 13.3 This guarantee does not cover fair wear and tear.
- 13.4 Unless agreed otherwise by BT in writing, where the Device is installed by the Customer, the Customer will normally be required to return faulty Devices to BT (where necessary, by arrangement with the Customer).
- 13.5 If the Customer reports a fault and BT finds there is none or the fault falls outside of the guarantee, BT may apply a charge.

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13.6 Where BT opts to replace the faulty Device, BT may provide a Refurbished Device.

13.7 BT will not be liable for faults in Customer Handsets or any other devices not provided by BT or for any network service to those devices provided by an alternativeservice provider.

13.8 The Customer acknowledges that it has carried out its own investigations as to the suitability of any Customer Equipment used with the Service and that BT has made no representations or warranties in relation to the suitability of the Service for use with the Customer's Equipment (or vice versa).

Software Faults

13.9 BT will not warrant that Software supplied under the Contract will be free of faults or that its use will be uninterrupted, but BT will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.

Faults in the SIM

13.10 Where a SIM is faulty and the fault is due to the Customer adapting or modifying the SIM, BT will charge for any replacement or reconfiguration of a SIM as set out in Part 1 of Section 10c of the BT Price List. Where the SIM has been adapted or modified, BT will not be responsible for replacing any Device previously provided with the SIM or for providing a new device.

14. OPERATIONAL CHANGES

- 14.1 Occasionally, BT may:
- (a) bar certain numbers from the Service on a temporary or permanent basis; or
 - (b) reduce the number and length of voice and Text messages that can be left on the Service.

15. MONITORING CALLS AND USE OF INFORMATION

15.1 BT will use information BT has about the Customer and the Customer's use of the Service for marketing purposes. Unless the Customer advises otherwise in writing to

the BT One Phone Helpdesk BT will assume that the Customer has given consent. The Customer will quote the mobile phone number in any correspondence.

15.2 Where the Customer wishes to make international calls or use Roaming BT may be required to provide the Customer's personal information to other companies which may be outside the European Union ("EU"). The Customer should be aware that outside the EU standards of protection for personal information might be lower than that provided by the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679.

16. USE OF THE SERVICE

Numbers

16.1 BT will provide the Customer with the numbers set out in Part 1 of Section 10c of the BT Price List. Numbers do not belong to the Customer and may only be transferred to another service provider in accordance with regulation and any industry agreed process, further details of which are available from the BT One Phone Helpdesk. Where the Customer wishes to retain a number the Customer will need to port numbers to BT. The Customer will be responsible for reaching any commercial agreement with the suppliers of the lines to which the numbers apply, including terminating lines and the payment of any associated early termination charges. The Customer acknowledges and accepts that termination of the line will terminate any additional services that utilise the line, including but not limited to broadband, alarms and fax.

Roaming

16.2 The Customer will comply with any security or other provisions in relation to Roaming provided by BT from time to time.

Roam Like At Home

16.3 Subject to your compliance with the Fair Use Policy set out in Clause 16.7, while you are Roaming in the Europe Zone, you may:

- (a) use any inclusive voice, text

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- or data usage allowance provided in your chosen pricing packages; or
- (b) where available, choose an alternative tariff set out in the BT Price List.
- 16.4 You may not use the allowances referred to in Clause 16.3 outside the Europe Zone.
- 16.5 All Roaming Charges, including those for Roaming outside the Europe Zone, are set out in Section 10b of the BT Price List.
- 16.6 If you exceed your data usage allowance when you are Roaming, you will pay additional Charges and any applicable Surcharges.
- Fair Use Policy**
- 16.7 If you are Roaming in the Europe Zone, you and your Users will:
- (a) use your inclusive voice, text or data usage allowance mainly in the UK and not while you are Roaming; and
- (b) be a permanent resident or have Stable Links in the UK, ("**Fair Use Policy**").
- 16.8 You and your Users will not use the Service for the organised resale of UK SIMs for permanent use outside of the UK or to persons not residing in, or having Stable Links in, the UK. If you do so, BT may bar, disconnect, limit or suspend the Mobile Service.
- 16.9 If BT reasonably believes that you are in breach of the Fair Use Policy, BT will monitor your usage pattern for four months and if, as a result of this monitoring, BT still reasonably believes that you are in breach of the Fair Use Policy then BT will notify you and BT will:
- (a) ask you to explain the reasons for the breach of the Fair Use Policy; and
- (b) explain to you the type of proof you may use to satisfy BT that you are not in breach of the Fair Use Policy.
- 16.10 If you do not contact BT within 14 days of BT notifying you that you are in breach of the Fair Use Policy in accordance with
- Clause 16.9 or if BT thinks that your explanation for your use of the Service is unreasonable, then BT may:
- (a) may apply Surcharges; or
- (b) suspend the Service; or
- (c) terminate the Mobile Service.
- 16.11 If BT is satisfied that you have provided sufficient evidence that you are no longer in breach of the Fair Use Policy in accordance with Clause 16.10, then BT will no longer apply Surcharges.
- 16.12 If you do not agree with BT's findings when BT follows the process set out in Clause 8.6.4 the dispute resolution process set out in the Conditions will apply.
- Proper Use**
- 16.14 The Customer will not or knowingly allow any third party to:
- (a) connect or continue connection of:
- (i) any GSM Gateway; or
- (ii) any device used to forward or divert calls, Texts or data with the intention of reducing charges for that call,
- to the Service. Where BT reasonably believes that the Customer is in breach of Clause 16.11 (a) (i) and (ii), of this Schedule, the Customer will provide, at BT's request, details of the means by which text and data is sent or calls made;
- (b) use the Service to share Content which is copyright protected;
- (c) use the Service to send unsolicited communications without the receiver's consent and the Customer will provide BT with evidence of the process used to obtain such consent if requested to do so by BT;
- (d) use the Service to make or send nuisance or hoax calls or Texts;
- (e) knowingly distribute malicious software or permit hacking or

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unauthorised modification of any Device, Software or of the Network.

16.15 The Customer will not:

- (a) duplicate or replicate SIMs (or any part thereof) or undertake any similar activity or fraud in relation to SIMs;
- (b) undertake Permanent Roaming Activity;
- (c) re-sell, transfer, assign or sub-licence the Service (or any part of it) or the associated software to anyone else.

16.16 The Customer will

- (a) take adequate precautions to prevent damage to or unauthorised use of or theft of the SIM or Device;
- (b) inform BT immediately by telephone if the SIM or Device is lost, stolen, damaged or destroyed or is likely to be used in an unauthorised manner;
- (c) implement its own data archiving and data back-up processes. The Customer acknowledges that it may be required to restore data from its back-up to relevant systems to enable a Service to continue to be provided;
- (d) ensure adequate security policies are implemented to stop access to or use of the Service by third parties;
- (e) obtain and keep in force any licence necessary for the Customer to use the Service, Devices and/or Customer Handsets in any country in which it is provided; and
- (f) use the Service in accordance with any applicable Annex.

16.17 The Customer will indemnify BT against any or all claims and proceedings arising from any breach of Clauses 3.4 and 16.11 to 16.13 inclusive of this Schedule.

16.18 Where BT provides the Service for use by

the Customer with other applications, products, and services, BT will not be responsible for the performance of these applications, products and services.

16.19 The Customer will obtain BT's approval for the use of any other equipment or mobile phones it wishes to connect to or use with the Service. BT may disconnect the Service if the Customer uses or allows a third party to use the Service with unapproved equipment or mobile phones.

16.20 Provision of the Service is dependent upon the configuration of the Device and Customer Handsets and the Customer will configure the Device and Customer Handset in accordance with the configuration requirements advised by BT. The Customer accepts and acknowledges that any changes made to that configuration may prevent access to the Service for which BT will not be liable.

16.21 BT's provision of the Service to the Customer may be subject to export control law and regulations. BT does not represent that any necessary approvals and licences will be granted. The Customer will provide reasonable assistance to BT to obtain any necessary consents. If, through no fault of BT, any necessary consents are not granted, then BT may terminate this Contract or the provision of the Service under it (as appropriate) without any liability to the Customer.

17. CHARGES AND PAYMENTS

Charges

17.1 The Customer will pay the charges for the Service including usage charges incurred by a Device or Customer Handset in which a SIM is installed, in accordance with the charges set out in Part 1 of Section 10 of the BT Price List, the Order Form, On Boarding Contract Amendment or any other agreed contract amendment document. The Customer will pay the charges from the date the Customer starts to use the BT Mobile Network.

17.2 If the SIM or Device is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner the Customer will pay any charges incurred until the Customer informs BT.

17.3 BT may apply a usage limit to the

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<p>Customer's account and/or SIMs (details of which are set out on bt.com). If the usage limit is exceeded BT may:</p>	17.7	<p>Subject to Clause 6.5 of the Conditions and the termination allowance detailed in Part 3 of Section 10c of the BT Price List:</p>
<p>(a) suspend the Customer's Service or Service to a SIM; and/or</p> <p>(b) charge for usage in excess of the usage limit in accordance with Part 1 of Section 10c of the BT Price List.</p>		<p>(a) Where a Subscription, Subscription Option, Subscription Extra or Company Extra is terminated within an applicable Minimum Period for any reason the Customer will pay by way of compensation the early termination charges set out Section 10c of the BT Price List by way of compensation.</p>
<p>BT may alter the usage limit by advising the Customer via bt.com.</p>		
<p>17.4 The Customer acknowledges that:</p>		<p>(b) Termination of the Company SharedBundle (where one applies to the Contract) will terminate the Contract and the Service and where this occurs within the Minimum Period the Customer will pay the early termination charges set out in Section 10c of the BT Price List by way of compensation in addition to any early termination charges due under Clause 17.8 (a) of this Schedule.</p>
<p>(a) BT's billing system is not instantly updated each time the Customer uses the Service. BT will not be able to advise at any particular time if the Customer has exceeded the usage limit, particularly when making international calls or using Roaming;</p>		
<p>(b) the Customer will ensure that the Company Shared Bundle, Subscription Option, Subscription Extras and Company Extras are suitable for the Customer's requirements, including the use of the SIM with any equipment that may incur high data usage; and</p>		<p>(c) Where the Contract or the Service is terminated during the Minimum Period, the Customer will pay the early termination charges set out in Section 10c of the BT Price List in addition to any early termination charges due under Clauses 17.8 (a) and (b) of this Schedule.</p>
<p>(c) the Customer will monitor the Customer's usage whether or not BT has applied a usage limit.</p>		
<p>Billing</p>		
<p>BT will bill the Customer monthly on the same date each month unless BT advises otherwise. The Customer's first bill may cover a period of more than one month. BT may apply a charge for providing paper bills. Details of the charge are set out in Part 1 of Section 10c of the BT Price List. Itemised usage and charging information is available via the BT One Phone Portal.</p>	17.8	<p>For the avoidance of doubt if BT terminates the Contract or the Service during the Minimum Period because the Customer does not pay what is owed under the Contract, in addition to other rights and remedies, BT may charge the Customer the early termination charges set out in Clause 17.7 of this Schedule.</p>
<p>Payment</p>		<p>18. SUSPENSION, BARRING AND DISCONNECTION</p>
<p>17.5 Unless otherwise agreed by BT, all payments will be made by Direct Debit, and the Customer will pay the bill by the date stated on the bill.</p>	18.1	<p>BT may bar a SIM or SIMs preventing the Customer from making calls (other than to the emergency services), disconnect it from the Network or suspend the Service:</p>
<p>17.6 The payment processing fee payable in accordance with Clause 4.14 of the Conditions is set out in Part 1 of Section 10c of the BT Price List.</p>		<p>(a) if the Customer fails to comply with Clauses 3.3 and 3.4 of the Conditions, and Clauses 3.4 and 16.3 to 16.5 inclusive of this Schedule;</p>
<p>Early Termination Charges</p>		<p>(b) in the event of loss or theft of the SIM or Device;</p>

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- (c) if BT has reasonable cause to suspect fraudulent use of the SIM or Device; or
- (d) upon instruction by emergency services or any other government, regulatory or appropriate authority.
- 18.2 The Customer will pay an unbarring charge and, if applicable, a re-connection charge if the Service is temporarily barred and/or the SIM is disconnected from the Network for the reasons stated in Clause 18.1 above. If BT has barred or disconnected the Service, BT will not re-provide it unless the Customer complies with the terms of the Contract or satisfies BT that the Customer will do so in future, or that the Service will not be used again in a way that is forbidden. BT may require the Customer to authorise a direct debit authority for the payment of such charges.
- 18.3 If BT bars the SIM, disconnects it from the Network or suspends the Service, the Contract will continue. The Customer will pay all charges until the Contract is ended by notice under Clause 6 of the Conditions.
- 19. CANCELLATION AND TERMINATION**
- 19.1 The Customer may cancel the Contract or the Service at any time before the On Boarding Period commences. The Customer will pay BT, by way of compensation, BT's reasonable expenses incurred in getting ready to provide the Service.
- 19.2 The Customer may cancel the Contract or the Service at any time during the On Boarding Period and prior to the Service Start Date. The Customer will pay BT, by way of compensation, BT's reasonable expenses incurred in getting ready to provide the Service and any usage charges incurred up to the date of cancellation.
- 19.3 Unless otherwise agreed by BT, the Contract or the Service may be terminated by either party as follows:
- (a) BT One Phone Office – on three months written notice to the other;
- (b) BT One Phone Professional – on one month's written notice to the other.
- 20. CONSEQUENCES OF ENDING THE CONTRACT**
- 20.1 The early termination charges referred to in Clause 6.5 of the Conditions and Clause 17.8 of this Schedule are set out in Part 1 of Section 10c of the BT Price List.
- 20.2 The following apply in addition to Clauses 6.6 and 6.7 of the Conditions:
- At BT's option and at the Customer's expense, the Customer will provide BT with access to the Site in accordance with Clauses 2.4 (as amended by Clause 22.1 of this Schedule), 2.6 and 2.8 of the Conditions to enable BT to remove BT Equipment. Where the Customer does not provide BT with access or unduly delays allowing access, BT will charge the Customer its reasonable costs for replacing the BT Equipment.
- 21. LIMITATION OF LIABILITY**
- 21.1 Subject to Clause 21.2 of this Schedule, the limit of liability under Clause 7.2 of the Conditions is:
- (a) £1,000,000 for loss of or damage to physical property; and
- (b) £500,000 for all other direct loss or damage arising from any one incident or series of connected incidents and £1,000,000 for all incidents in any period of 12 months.
- 21.2 BT's sole liability for the failures detailed in the Number Porting Compensation Scheme is limited to the amounts payable to the Customer as set out in Part 5 of Section 10c of the BT Price List. Any amounts paid by BT under the Number Porting Compensation Scheme will reduce by the same amount BT's limit of liability under Clause 21.1 of this Schedule.
- 22. AMENDMENTS TO THE CONDITIONS**
Site Preparation, Access and Installation
- 22.1 Clause 2.4 of the Conditions is replaced as follows:
- The Customer agrees to prepare the Site according to any instructions BT may give

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and to provide BT and its designated third parties with reasonable access to the Site for the purposes of the Contract. The Customer agrees to provide at its expense a suitable place and conditions for BT Equipment and, where required, a continuous mains electricity supply and connecting points.

Data Protection

22.2 Clause 9.13 of the Conditions is replaced as follows:

- (a) Notwithstanding any other provision in this Contract, the Customer agrees that, for BT to provide the Service, Customer Data may be:
- (i) held on a variety of systems, networks and facilities worldwide including systems and databases used by BT help desks, service desks and/or network management centres used for providing the Service and/or used for billing, sales, technical, commercial and/or procurement purposes;
 - (ii) located, hosted, managed, accessed or transferred worldwide; and
 - (iii) provided or transferred by BT to a Group Company, subcontractor or supplier worldwide to the extent necessary to allow that Group Company, subcontractor or supplier to perform its obligations in respect of the Service.
- (b) The Customer will be the data controller and BT will be the data processor in relation to any processing of Customer Personal Data.
- (c) Each Party will comply with any data protection laws applicable to it in its processing of Customer Personal Data under or by virtue of this

Contract.

- (d) BT will only process Customer Personal Data to the extent necessary to provide the Service in accordance with this Contract and will:
- (i) implement and maintain measures, in accordance with its security policies as amended from time to time, to protect Customer Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access; and
 - (ii) transfer Customer Personal Data outside of the EEA, including to a Group Company, subcontractors or suppliers where required to provide the Services.
- (e) The Customer will provide sufficient notice and obtain sufficient consent and authorisation, under any applicable laws, from any relevant data subject to permit the processing of any Customer Personal Data by BT, its respective Group Companies, subcontractors or suppliers as provided for in this Contract.
- (f) The Customer agrees that BT, to the extent permitted by law, will not be liable for any complaint, claim or action brought by a data subject arising from any action or omission by BT to the extent that such action or omission resulted from:
- (i) any failure by the Customer to comply with Clause 9.13 of the Conditions as substituted by Clause 22.2 of this Schedule; or

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- (ii) BT complying with any instructions of Customer or acting on behalf of the Customer in accordance with those instructions, and the Customer shall indemnify, hold harmless and defend BT from and against any such claims or actions brought against BT.
- 22.3 The definition of Contract set out in the Conditions is amended as follows:
- Contract** means this agreement between BT and the Customer comprising the following documents, in the following order of precedence:
- the Order Form (including where applicable the Flexible Caller Line Identity (CLI) Extra – Order Form);
 - the BT Price List;
 - the Annex for BlackBerry;
 - the Annex for MobileIron Cloud Service;
 - the Annex for the BT One Phone Portal;
 - the Annex for Recording Extra;
 - the Annex for Private Voice Extra & Private Data Extra;
 - the Annex for SIP Networks;
 - the Service Schedule; the Conditions;
 - and any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.
- 22.4 The definition of BT Equipment is amended as follows:
- BT Equipment** means any equipment, including any Software, owned or controlled by BT and placed on the Site to provide the Service.
- 22.5 The definition of Customer Equipment is amended as follows:
- Customer Equipment** means any Customer Handset, equipment, including any software, for use with the Service that is not part of BT's network and which is owned or controlled by the Customer.
- 22.6 Clause 9.9 of the Conditions is amended as follows:
- Notices given under the Contract must be in writing and delivered by hand, email or first class post to the following addresses unless otherwise stated in the Contract:
- (a) to BT to the BT One Phone Helpdesk details of which are set out in Part 2 of Section 10c of the BT Price List; or
 - (b) to the Customer to the Administrator.
- This Clause does not apply to notices given under Clauses 1.1, 4.3 and 5.1 of the Conditions.
- 23. DEFINITIONS**
- 23.1 In this Schedule, unless the context requires otherwise, in addition to the defined terms set out in the Conditions, capitalised terms in this Schedule will have the following meaning:

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Accessory	Means equipment including batteries but excluding mobile handsets, BlackBerry Handsets, Tablets or dongles, provided by BT under this Contract.	BT Mobile Hotspot Device	Means a Device that pairs wirelessly with suitable computing equipment provided by the Customer to allow the Customer to connect to internet through the BT Mobile Service.
Additional SIMs	Means an additional SIM provided under Dual SIM Extra details of which are set out in Part 1 of Section 10c of the BT Price List.	BT Mobile Network	Means the mobile telecommunications network enabling the Customer to send and receive data, make calls and send Texts with a suitable Customer Handset..
Additional Sites	A Site not included in the Order Form.	BT One Phone Dial In Service	Means an IVR service providing a menu of services including the management of user settings and preferences applicable to the Service including but not limited BT One Phone Conference.
Administrator	Means the person(s) appointed by the Customer to administer the settings and add remove subscriptions and Extras applicable to the Contract.	BT One Phone Helpdesk	Means the helpdesk provided by BT details of which can be found in Part 2 of Section 10c of the BT Price List.
Annex	Means an annex to this Schedule for BT One Phone.	BT One Phone Portal	Means the on-line portal provided by BT as detailed in the Annex for the BT One Phone Portal.
APN	Means the access point name given to the unique point (or points) at which the public network such as internet is connected within the Network.	BT SIM Card	Means the Subscriber Identity Module Card provided by BT as part of the Service.
BlackBerry Handset	Means any BlackBerry handset provided by BT under this Contract.	BT Price List	Means the document containing a list of BT's charges and terms that apply to the Service and which can be seen at http://www.bt.com/pricing (or any other on-line address(es) that BT may advise the Customer) on and after 17 July 2014. Information about BT One Phone can be found in Section 10c. Prior to 17 July 2014 Section 10c of the BT Price List is attached to the Order Form.
BlackBerry Services	Means the Services set out in the Annex for BlackBerry.		
BT Mobile Data	Means the service that enables the Customer to send and receive data with a suitable Customer Handset		

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BT Wi-fi Site	Means each physical location of the radio access points offering BT Wi-fi access to the Customer. The locations of BT Wi-fi Sites can be found on the BT Wi-fi Web Page.
BT Wi-fi	Means BT's wireless data service that uses radio frequency to access a BT Wi-fi Site. Fixed line connections from the BT Wi-fi Site connect the Customer to the Network and then on to the internet or, if applicable, the Customer Network. This may also be referred to as BT Openzone or BT Fon.
BT Wi-fi Partner	Means a third party that owns or controls a site which has BT's public Wi-fi service installed on it. These third party sites (or "hotspots") are listed on the BT Wi-fi Web Page.
BT Wi-fi Web Page	Means www.btwifi.com or such other url as BT may advise.
Charged Device	Means a Device paid for by the Customer at list price or a reduced list price.
Company Extra	Means an additional feature, function or charging mechanism added to the Contract, details of which are set out in Part 1 of Section 10c of the BT Price List.
Company Shared Bundle	Means the charging option applicable to the Contract details of which are set out in Part 1 of Section 10c of the BT Price List.
Conference Bridge Number	Means the number Participants ring to access a call on BT One Phone Conference.
Confirmation Email	Means the email sent by BT to the Customer upon receipt of the Customer's request to amend the Contract via the BT One Phone Portal or BT One Phone Helpdesk.
Customer Data	Means any data provided or made available by the

	Customer to BT under or in accordance with this Contract for the provision of the Services, including Customer Service Operational Data.
Customer Handset	Means a handset compatible with the Service provided by the Customer in which the Customer uses a SIM provided under this Contract, and which supports the Mobile Network.
Customer Network	Means the Customer's communications network including its LAN and any intranet services.
Customer Service Operational Data	Means all the contact information provided by the Customer to BT which is operationally required for BT to enter into contact with the Customer for the provision of the Services such as email addresses, IP addresses, contact names, site addresses and telephone numbers.
eSIM	Means a profile that is downloaded onto a virtual subscriber identity module embedded in a compatible Device.
Device	Means any mobile handset, BlackBerry Handset, Tablet, iPad, BT Mobile Hotspot Device, USB Modem Device, Accessory, Refurbished Device or other equipment provided by BT under this Contract.
Europe Zone	Means the countries set out in Section 10b Part 6 of the BT Price List.
Fair Use Policy	Means the fair use policy set out in Clause 16.7.
Flexible Caller Line Identity (CLI) – Order Form	Means the order form setting out the numbers to be presented for Flexible Caller Line Identity (CLI) Extra.
Funded Device	Means a Device supplied without charge or purchased using a hardware fund as detailed in Section 10c of the

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	BT Price List or the Order Form.
GSM Gateway	Means a single point of access to the Network from another network using SIMs provided by BT and/or any facility enabling the making of automated calls or the sending of automated Text and data using SIMs provided by BT.
Guarantee Period	Means the warranty period BT has obtained from its supplier of the Device. Where a Refurbished Device is provided the Guarantee Period for the Refurbished Device will be the outstanding term of the Guarantee Period applicable to the original Device.
LAN	Means local area network.
MMS	Means Multi Media Messaging Service between BT One Phone customers and where available with other networks via a URL.
MobileIron Cloud Service	Means the mobile device management Service set out in the Annex for MobileIron Cloud Service.
Network	Means the BT Mobile Network.
Number Porting Compensation Scheme	Means the scheme under which compensation is payable to the Customer where a number is not ported by the Port Date, further details of which are set out in Part 5 of Section 10c of the BT Price List.
On Boarding Contract Amendment	Means the form produced during the On Boarding Period that documents any changes agreed between the parties which will upon signature by both parties form part of the Contract.
On Boarding Period	Means the time between BT's acceptance of the Customer's order and the Service Start Date.

Order Form	Means the form signed by the Customer and BT specifying the details of the Service ordered by the Customer.
Permanent Roaming Activity	Means use of the SIM outside of the United Kingdom on a permanent basis.
Port Date	Means the date provided by BT to the Customer when the Customer's existing number will be ported and the Service made available to the Customer by BT on that number.
Refurbished Device	Means a previously owned device which has been checked to ensure that the call facility (where applicable), keypad, battery, software, camera facility (where applicable) and LCD screen are working. The Refurbished Device will be free from visual dents, scratches and abrasions when viewed at arm's length.
Roaming	Means use of the Service to receive or make calls, transmit Texts, or transmit and receive data when outside the United Kingdom.
Surcharges	Means the additional charges set out in Section 10b, Part 6, Sub-part 3 of the BT Price List.
Wi-fi Roaming	Means minutes use of the Service where access is provided via an alternative wireless data service and where BT has an agreement with the alternative wireless data service provider for such access.
Service Level	Means the level of service applicable to the Contract details of which are set out in Part 2 of Section 10c of the BT Price List.

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Service Start Date	Means the date set out in the On Boarding Contract Amendment.
SIM	Means your BT SIM Card or your eSIM, as applicable.
Stable Links	Means that you have a frequent and substantive presence in the UK and that you spend at least a total of two months or more during any four month period within the UK.
Subscription	Means a SIM active on the Network excluding Additional SIMs.
Subscription Extra	Means an additional feature, function, inclusive allowance or charging mechanism added to a Subscription, details of which are set out in Part 1 of Section 10c of the BT Price List.
Subscription Option	Means the option applicable to the Subscription, details of which are set out in Part 1 of Section 10c of the BT Price List.
Tablet	Means any mobile computing device with a touch screen interface and a screen 7 inches or larger provided by BT under this Contract including iPads.
Text	Means short messaging service.
Wi-fi Network	Means BT's communications network used to provide BT Wi-fi from the BT Site to the internet or, if applicable, the Customer Network.