BT Business Mobile
Schedule to the General Terms
for Customers joining and resigning prior to 1 April 2021

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A note on 'you'

'You' and 'your' mean the Customer and your Users, where applicable.

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 – The Service

1 Service Summary

BT will provide you with a mobile wireless communications service, comprising:

1.1 all of the Standard Service Components; and

1.2 any of the Service Options that are selected by you as set out in any applicable Order,

("**Business Mobile Service**").

2 Standard Service Components

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

2.1 SIMs in the quantity set out in an applicable Order;

2.2 BT Wi-fi User Accounts, if applicable; and

2.3 Wi-fi on the London Underground.

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 **Devices** - the supply of Device(s) or other equipment;

3.2 **Voice Calls**- the ability to make and receive voice calls using your SIM;

3.3 **Mobile Data** - the ability to send and receive data (including accessing e-mail, using mobile applications or information from the Internet) using your SIM;

3.4 **Messaging** - the ability to send and receive information (including messaging services such as SMS, Video Messaging and MMS) using your SIM;

3.5 **Roaming** - subject to any applicable credit checks, the ability to use elements of the Business Mobile Service internationally using your SIM;

3.6 **Video Calls** - the ability to make and receive Video Calls using Mobile Data;

3.7 **On Site Transmission Equipment** - the supply of On Site Transmission Equipment that plugs into your broadband line to enhance the Mobile Network signal indoors within a Site, further details of which are set out in the On Site Transmission Equipment Annex;

3.8 **Technology Fund or Airtime Fund** - a credit on your account that can be used by you either: (a) to purchase Devices; or (b) against invoices raised for the Business Mobile Service (with the exception of any Termination Charges);

3.9 **BT Business Mobile Portfolio** - service options that you may select on a Connection subject to the additional Charges and terms set out in Section 10b of the BT Price List;

3.10 **BT Autobalance** – a web based tool that allows you to analyse and tag business and personal calls, subject to the additional Charges and terms set out in Section 10b of the BT Price List;

3.11 **BlackBerry Services** – the supply of a BlackBerry software licence or Device, that are subject to the terms of the Blackberry Services Annex;

3.12 **MobileIron Services** – the supply of either an on-premises or cloud based mobile device management and security service, that is subject to the terms of the MobileIron Services Annex;

3.13 **BT Business Mobile Broadband Office** – if your BT Business Broadband fails, BT will re-connect you to the Internet using its 4G or 5G Mobile Network in the UK only. BT Business Mobile Broadband Office is dependent on Mobile Network coverage.

3.14 **Voice Calls and Messaging Service Option Features**

(a) **Wi-fi Calling**

(i) Wi-fi Calling will work when you are in range of and connected to a suitable Wi-fi network. The way you connect and how you use Wi-fi Calling will depend on the Customer Equipment or Device you have.
(ii) You will not be able to use Wi-fi Calling when outside the United Kingdom.
(iii) BT will not accept any responsibility for the quality, security, availability, internet connection or coverage of Wi-fi networks and any calls made or received over them.
(iv) You will need to be connected to Wi-fi Calling to make or receive a call or to send and receive SMS over Wi-fi. During a Wi-fi Calling call if you leave the Wi-fi network you may need to re-start the call.

(b) **4G Calling**

(i) You can only use 4G Calling if you're within a 4G enabled area and in range of a 4G base station. 4G isn't available everywhere in the UK.
(ii) You may not be able to use 4G Calling when outside the United Kingdom.
(iii) You will need Customer Equipment or a Device that is compatible with BT's 4G Mobile Network in order to use 4G Calling.

3.15 **Spend Cap:** a Spend Cap, set by you, for Capped Services. The specific terms associated with setting a Spend Cap are set out in Paragraph 8.7.

3.16 **Visual Voicemail:** service option that enables you to scan and manage your voicemails on your iPhone screen.

Visual Voicemail enables you to check all your voicemails as a list on your screen. It will show you who the messages are from, when they were left and how long they are.

3.16.1 Visual Voicemail is available for any iPhone with iOS6.0 software or higher and needs to be set up by account controllers and access requires a data connection.

3.16.2 Visual Voicemail is available at no extra cost with a compatible Device. However, please note that you may incur data charges to download your voicemail(s) to your Device. The data used to download your voicemails will:

(a) be deducted from your inclusive package allowance; or
(b) may appear as an additional charge at an out-of-bundle rate.

3.16.3 To use Visual Voicemail abroad you will have Roaming activated and unless you have an inclusive data roaming allowance as part of your package or as a BT Extra, you will be charged at BT's standard out-of-bundle rates.

3.17 any other services BT agrees to provide under this Contract, including Content.

4 Service Management Boundary

4.1 Where BT provides you with a SIM, BT will provide and manage the Business Mobile Service as set out in Part B of this Schedule and as set out in the Order up to your SIM("**Service Management Boundary**").

4.2 BT will have no responsibility for the Business Mobile Service outside the Service Management Boundary.

4.3 BT does not make any representations, whether express or implied, about whether the Business Mobile Service will operate in combination with any Customer Equipment or other equipment and software.

4.4 Except where you have relied on BT's written advice, it is your responsibility to satisfy yourself whether the Device is suitable for your needs.

5 Associated Services and Third Parties

5.1 If BT provides you with any services other than the Business Mobile Service, this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.

5.2 BT will not be liable for failure to or delay in supplying the Business Mobile 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 Standard of Service

6.1 BT will use reasonable endeavours to provide you with uninterrupted Business Mobile Service where technically possible but:

6.1.1 from time to time Incidents may occur; and

6.1.2 the quality and availability of the Business Mobile Service is subject to:

(a) local geography and topography;
(b) weather or atmospheric conditions;
(c) degradation, congestion or maintenance requirements of the Mobile Network including but not limited to re-positioning or decommissioning of base stations;
(d) other physical or electromagnetic obstructions or interference;

(e) faults in, or availability of, other telecommunications networks to which the Mobile Network is connected;
(f) Traffic Management;
(g) the compatibility of any Customer Equipment you use; and
(h) any other conditions or circumstances beyond BT's control.

6.2 The Business Mobile Service is not available in all parts of the United Kingdom and is subject to the range of the base stations that make up the Mobile Network, nor is it available in all other countries (and availability in a country may change over time)and it may also be restricted to certain areas within those countries.

6.3 Where you access the Business Mobile Service near the border of the Mobile Network and the network of an international network provider, you agree that:

6.3.1 you may not be able to access the Mobile Network but instead may by default access the international network provider network; and

6.3.2 if you are connected to the international network provider network BT will apply usage Charges at Roaming rates as set out in Section 10b of the BT Price List; or

6.3.3 if you select Roaming as an additional Service Option, BT will apply Roaming rates as set out in Section 10b of the BT Price List, once any included allowance has expired.

6.4 Where BT provides Mobile Data to you, BT does not guarantee the quality of:

6.4.1 any VOIP, IP Telephony, video streaming, Video Calls or television streaming services transmitted via the Business Mobile Service; or

6.4.2 any other application that relies on certain levels of performance quality (including in respect of data network latency or packet loss).

6.5 Certain Service Options may require you to purchase specific equipment to benefit from full functionality.

6.6 Subject to Paragraph 6.7, the Business Mobile Service may be changed by BT so long as the performance of the Business Mobile Service is not materially adversely affected. These sorts of changes might include changing any codes or numbers given to you.

6.7 BT does not guarantee the availability of the Business Mobile Service whilst Roaming and therefore any change in coverage or availability in these circumstances is not considered to materially adversely affect the performance of the Business Mobile Service.

7 Specific Terms and Conditions

7.1 **Changes to the Contract**

7.1.1 Subject to the remainder of this Paragraph 7.1, BT can amend the Contract (including the Charges) at any time by:

(a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of);
(b) giving reasonable prior Notice to you; or
(c) sending an SMS to the telephone numbers allocated to any affected Connections.

7.1.2 If BT amends:

(a) the General Terms, this Schedule, any applicable Annex, or the Order; and/or
(b) the Recurring Charges (excluding any applicable Charges for Add-Ons),

and the amendment is not exclusively to your benefit, BT will Notify you at least 30 days before the change is to take effect and Paragraph 7.1.6 will apply.

7.1.3 If BT amends any Charges (other than Recurring Charges, Charges for Add-Ons, or one-off Charges), and the amendment is of material detriment to you, BT will Notify you at least 30 days before the change is to take effect and Paragraph 7.1.6 will apply.

7.1.4 Where:

(a) one or more of BT's international partners increases the cost of calls and texts from the UK to other countries; and/ or
(b) one or more of BT's wholesale Roaming partners increases the cost of Services used when Roaming,

BT will increase the Charges for the relevant service by the same amount. BT will Notify active users of the particular services that are changing and Paragraph 7.1.6 will apply to you only if the increase is of material detriment to you. We will not increase the Charges for these services in this way more than once in any month.

7.1.5 If BT makes an amendment to an Add-On (including any applicable Charges for Add-Ons) which is not exclusively to your benefit, BT will Notify you at least 30 days before the change is to take effect and you may

terminate the Add-On that is changing (only) by giving us Notice within 30 days of the date of BT's Notice of the change.

7.1.6 Where BT makes an amendment under Paragraph 7.1 to which this Paragraph 7.1.6 is stated to apply, you may terminate the Contract for Business Mobile Service without paying any Termination Charges provided that:

(a) you give Notice to BT within 30 days after the date of BT's Notice; and

(b) you pay all Charges for Business Mobile Service that are performed during the 30 day notice period.

7.1.7 Paragraphs 7.1.2 to 7.1.5 (inclusive) do not apply to Bespoke Contracts. If you have a Bespoke Contract and BT makes an amendment to the Contract (including to the Charges) that causes you material detriment, BT will Notify you at least 30 days before the change is to take effect and Paragraph 7.1.6 will apply.

7.1.8 Nothing in this Paragraph 7.1 will affect BT's right to make amendments to the Contract (including the Charges) to comply with Applicable Laws, or to implement administrative changes that have no negative impact on the performance of the Service. Paragraphs 7.1.6 and 7.1.7 will not apply to such amendments.

7.2 **Annual Price Increase**

7.2.1 BT reserves the right to include an annual increase to Recurring Charges excluding any BT Extras (rounded up to the nearest whole pence) by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus ii) 3.9% ("**Annual Price Increase**").

7.2.2 If applicable the Annual Price Increase will take effect on bills dated on or after 1st April of each year. If the CPI figure is negative in the relevant year, BT will only increase Recurring Charges by 3.9% excluding any BT Extras. The change to Recurring Charges excluding any BT Extras as a result of the Annual Price Increase will not give you the right to terminate the Contract without paying Termination Charges.

7.2.3 The products and services to be included in an Annual Price Increase are set out online at the following link: BT Price List.

7.3 **Commencement and Duration**

7.3.1 The Contract starts on the Effective Date for the Minimum Period of Service.

7.3.2 The service for each Connection starts on the Service Start Date for that Connection. Each Connection will have a Minimum Term starting on the Service Start Date for that Connection.

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

7.4 **Termination for Convenience**

7.4.1 Notwithstanding Paragraph 7.4.2, and in accordance with Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Business Mobile Service by giving 28 days' Notice to the other.

7.4.2 Subject to Paragraphs 13 and 7.8.1, you can terminate up to 24 mobile numbers of your Business Mobile Service (excluding Office SIP Subscription) on immediate notice where you request to terminate under Paragraph 7.8 below (Mobile Switching).

7.4.3 Where you terminate your Business Mobile Service (excluding Office SIP Subscription) in accordance with Mobile Switching then such termination will take effect on the day that your Business Mobile Service transfers to your alternative service provider; and where such termination occurs after the end of the Minimum Term of Service you will be credited back any Recurring Charges you have paid in advance for the remaining days left in that calendar month.

7.4.4 Where your Business Mobile Service is terminated under this Paragraph 7.4, then the Contract will be deemed terminated, which shall include the payment of any and all outstanding fees and Charges as set out in Paragraph 13 below.

7.5 **Access to Emergency Services**

7.5.1 Subject to the provisions of Paragraph 6, Paragraph 7.5.3 and, where applicable, the relevant provisions of the On Site Transmission Equipment Annex, the Business Mobile Service provides the ability for Users to call the emergency services by dialling "**999**" or "**112**" and provides caller location information.

7.5.2 The accuracy of caller location information is subject to your geographical location and you will inform, and ensure that your Users inform, the emergency services of your, or their, location in the event of any call to the emergency services.

7.5.3 Users who, because of a disability would prefer to contact the emergency services using SMS, may register for the emergencySMS service (more information on the emergencySMS service can be found at http://www.emergencysms.org.uk/). Where Users have successfully registered for the emergencySMS service, BT will provide the emergencySMS service to allow Users to contact the emergency services by SMS.

7.5.4 Caller location information cannot be identified when contacting the emergency services using Wi-fi Calling.

7.6 **Access to Internet**

Where the Business Mobile Service provides access to the Internet, the use of the Internet is at your own risk.

7.7 **End User Licences**

7.7.1 Where the manufacturer of a Device or a Content provider requires you to enter into an end user licence agreement with them, the Business Mobile Service can only be provided by BT if you have entered into the end user licence agreement in the form set out at any web-link or other location that BT may notify to you or as may be communicated to you by the manufacturer of the Device or Content provider, as may be amended or supplemented from time to time ("**End User Licences**").

7.7.2 By accepting the terms of the End User Licences you agree to observe and comply with them for any and all use of the Business Mobile Service.

7.7.3 You accept responsibility in accordance with the terms of the End User Licences for the use of the Software accessible through the Business Mobile Service.

7.7.4 You enter into the End User Licences for your own benefit and that the rights, acknowledgements, undertakings, warranties and indemnities granted under the End User Licences are between you and the manufacturer of the Device or Content provider.

7.7.5 Any loss or damage suffered by you or the manufacturer of the Device or Content provider under the End User Licences will be enforceable only between you and the manufacturer of the Device or Content provider, and will not be enforceable against BT.

7.7.6 You will indemnify and keep BT indemnified in full and on demand for any claim or for any losses incurred or suffered by BT (including any legal costs) arising from your failure to comply with any End User Licences.

7.8 **Mobile Switching from BT**

7.8.1 Where you wish to transfer your mobile number or switch from BT to an alternative service provider;

(a) you will need to provide BT with a request either by phone, or via your online account (where applicable); and

(b) where you have provided all necessary information, BT will provide you with a relevant STAC, or a PAC together with any switching information (if applicable) in accordance with applicable regulations; and

(c) from the date BT provides you with the relevant STAC, or PAC, it shall be valid for 30 calendar days, after which we shall not be responsible to you; and

(d) notwithstanding Paragraph 7.8.1(a) above, should BT be in direct breach of Paragraph 7.8.1(b), then in accordance with any applicable regulation, BT may offer reasonable reimbursement under the Number Porting Compensation Scheme, as set out in Section 10c of the BT Price List.

7.9 **RCS**

If you use an Apple device BT will provide you with the ability to use RCS chats, which is an add-on provided by BT's third party technology provider. By using RCS chats you agree that your device and your Users' devices may occasionally be checked for RCS capabilities to ensure you can receive RCS chats. You may incur data charges in connection with the use of RCS chats. BT will provision and deactivate the RCS service on behalf of BT's third party technology provider through the messaging application for your operating system, and when your Contract with BT ends BT will no longer provide access to RCS. To the extent that RCS chats fall within the definition of a user-to-user service under the Online Safety Act 2023 ("**OSA**"), BT provides an access facility to the user-to-user service provided by its third party technology provider and does not access RCS content. BT cannot investigate or respond to complaints about RCS content under the OSA, but if you wish to deactivate the service in response to such content please contact abuse@ee.co.uk.

8 Standard Service Components and Service Option Specific Terms

8.1 **BT Wi-fi**

8.1.1 BT will provide you with a BT Wi-fi User Account with every Connection you order from BT, unless BT tells you that a BT Wi-fi User Account is not needed with your Business Mobile Service.

8.1.2 Your free access to BT Wi-fi will start when you activate your SIMon a Wi-fi compatible Device.

8.1.3 When you are located within the radio frequency coverage area of a BT Wi-fi Site you may connect to BT Wi-fi using a Wi-fi compatible Device and your BT Wi-fi User Account details.

8.1.4 BT may restrict access to, or respond to a request from a BT Wi-fi Partner to restrict access, to certain websites at a BT Wi-fi Site.

8.1.5 You cannot access BT Wi-fi via any other Wi-fi operator.

8.1.6 BT does not guarantee access to any of the BT Wi-fi Sites for you to use the Business Mobile Service or guarantee that Business Mobile Service will continue to be available from a specific BT Wi-fi Site.

8.1.7 Existing BT Wi-fi users subscribing to BT Wi-fi as part of the Business Mobile Service will require a new BT Wi-fi User Account unless BT tells you otherwise.

8.2 **Device Availability**

8.2.1 Where a manufacturer or distributor of a Device withdraws a product or declines to accept an order for the Device from BT, BT will suggest an alternative Device to you. If this is not acceptable to you, BT will cancel any Orders for that product or Device, as applicable.

8.2.2 The availability of Devices is subject to change.

8.2.3 BT will confirm the Device pricing with you at the time you request dispatch of any Devices.

8.2.4 BT may make partial shipments of Devices.

8.3 **Mobile Data**

8.3.1 Where the Business Mobile Service includes Mobile Data, where appropriate, BT will provide you with a generic APN for access to the Internet and other data services using your SIM.

8.3.2 BT may cap your Mobile Data usage if you use more than the amount of Mobile Data BT has agreed that you are allowed to use, as set out in an Order.

8.4 **Roaming**

8.4.1 In order to make international calls or use Roaming, BT may request you to demonstrate a satisfactory invoicing history with BT or pay a deposit to offset the cost of those calls.

8.4.2 Except as set out in Paragraphs 8.5 and 8.6 below, if you use the SIMoutside the UK BT will charge you for incoming calls.

8.4.3 BT may invoice you for Roaming calls several months in arrears.

8.4.4 The BT Mobile Service may not be available in all countries outside the UK (and availability or coverage in a particular country may change over time), it may also be restricted to certain areas within countries.

8.5 **Roam Like At Home**

8.5.1 Subject to Paragraph 8.4.4you may use any inclusive voice, text or data usage allowance provided in your chosen pricing packages whilst Roaming in the Europe Zone unless you opt for an alternative tariff, and subject to the fair use policy set out below (**"Roam Like At Home").**

8.5.2 You may not use such allowances outside the Europe Zone.

8.5.3 All Roaming rates including those for Roaming outside the Europe Zone are set out in Section 10b Part 6, Sub-part 2 of the BT Price List.

8.5.4 BT will charge you the Charges set out in Section 10b Sub-part 2 of the BT Price List if you go over your usage allowance when you Roam Like At Home.

8.6 **Fair Use Policy**

8.6.1 You and your Users will comply with the fair use policy. You will:

(a) be a permanent resident or have Stable Links in the UK;

(b) spend a total of two months or more during any four month period within the UK;

(c) mainly use your inclusive voice, text or data usage allowances in the UK, rather than while you are Roaming;

(d) not exceed any applicable data usage limits as set out in Section 10b, Part 6 of the BT Price List. If you do, BT will apply a surcharge; and

(e) not use the Business Mobile Service for organised resale of SIMs, where applicable, for permanent use in other countries. If you do, BT may apply immediate sanctions as set out in the General Terms and Paragraphs 16.1.1 and 16.1.3.

8.6.2 If BT reasonably believes there is a breach of the fair use policy as set out in Paragraphs 8.6.1(a) - 8.6.1(c), BT will monitor both your usage and presence patterns for four months. If, during this four month period, BT believes or knows that you may have breached Paragraphs 8.6.1(a) - 8.6.1(c), the following will apply.

BT:

(a) will notify you of the breaches and ask you to explain the reasons for this;

(b) will set out the type of proof you may use to satisfy BT that you are using the Business Mobile Service as you should;

(c) may apply a surcharge for all future Roam Like At Home usage if either you do not contact BT within 14 days or if BT thinks that your explanation for your use of the Business Mobile Service is unreasonable. Surcharges will be set out in the BT Price List at Section 10b Part 6 sub-part 3 and BT will cease to charge this surcharge when you contact BT and either satisfy the proof request in sub-paragraph (b) above or comply with the terms of this clause 8.6.

8.6.3 You may invoke the dispute resolution process set out in clause 24 of the General Terms available at http://www2.bt.com/static/i/btretail/panretail/terms/pdfs/BTL_VolumeGT.pdf if you dispute that you have breached the fair use policy.

8.7 **Spend Cap**

8.7.1 The range of Spend Caps you can select from will be advised to you when you place your Order.

8.7.2 The Customer Contact can add, remove, pause or change a Spend Cap by contacting the Service Desk or account manager (where you have been notified of one) at any time during Business Hours.

8.7.3 Where you decrease a Spend Cap this amendment will be applied to the next billing period.

8.7.4 Where you add, remove, pause or increase a Spend Cap by calling BT this amendment will be applied within two Business Days (contacting BT by another method may take longer for the changes to be applied).

8.7.5 The Spend Cap will not apply to, and you will be responsible for, any Charges that are outside the scope of Capped Services, these include:

(a) Recurring Charges, such as monthly subscription charges;

(b) Service charges from premium SMS; and

(c) administration fees, such as late payment charges, paper bill fees.

8.7.6 BT will send you an SMS each time you add, remove, pause or change your Spend Cap.

8.7.7 Once you have reached 80% of your Spend Cap BT will send you an SMS to let you know. BT will also send an SMS if you reach 100% of your Spend Cap.

8.7.8 Once a Connection reaches 100% of its Spend Cap BT will suspend access to the Capped Services, any services set out in Paragraph 8.7.9 and any premium rate SMS until the Spend Cap is reset at the next billing period or until you contact the BT Service Desk or account manager (where applicable) during Business Hours and remove, pause or increase your Spend Cap.

8.7.9 If you use ROW Roaming or IDD outside any allowance or BT Extra and this causes you to go over your Spend Cap then all ROW Roaming and IDD, including any that is part of an allowance or BT Extra will be suspended until the Spend Cap is reset or you contact the BT Service Desk or account manager as set out in Paragraph 8.7.8.

8.7.10 Where you remove your Spend Cap you will be responsible for all Charges from the date the Spend Cap is removed. If you amend the Spend Cap you will be responsible for all Charges up to the amended Spend Cap from the date the amended Spend Cap is applied.

8.7.11 If for any reason you are able to continue to use the Capped Services after reaching your Spend Cap BT will not charge you for the Capped Services.

8.7.12 Where BT reasonably believes you are in breach of Paragraph 10.3.3(m) then BT may:

(a) Suspend the Business Mobile Service or Connection, including any inclusive allowances;

(b) Charge you for your use of the Capped Services beyond the Spend Cap; or

(c) Terminate the Contract, Business Mobile Service or Connection in accordance with Clause 18 of the General Terms.

8.8 **Wi-fi on the London Underground**

8.8.1 Your Business Mobile Service allows you to access the Wi-fi on the London Underground.

8.8.2 The Wi-fi on the London Underground is a discretionary service included as part of Business Mobile Service and may be withdrawn at any time without notice to you.

8.8.3 BT reserves the right to restrict or suspend your use of Wi-fi on the London Underground if you owe BT any Charges under this Contract.

8.8.4 You are responsible for ensuring that any Device or equipment you use to access Wi-fi on the London Underground meets the minimum requirements as may be notified to you by BT and is suitable for use with Wi-fi on the London Underground.

8.8.5 Data volumes and types of traffic transmitted via Wi-fi on the London Underground may be monitored and controlled.

8.8.6 BT may restrict or terminate your ability to use Wi-fi on the London Underground without further notice if you use it in an unreasonable and or excessive manner.

8.8.7 BT will not accept any responsibility for the quality, security, availability, integrity, confidentiality, internet connection or coverage of Wi-fi on the London Underground and any calls or data made, received or transferred over the Wi-fi on the London Underground network.

8.9 **How we measure data usage**

8.9.1 Information on how we measure how much data you use is set out in Section 15, Part 17 of the BT Price List.

Part B – Service Delivery and Management

9 BT's Obligations

9.1 **Service Delivery**

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

9.1.1 will 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 Business Mobile Service ("**Service Desk**");

9.1.2 will, where applicable, arrange for any surveys to be conducted to confirm the availability of suitable Mobile Network coverage to the Site. If the surveys identify that additional On Site Transmission Equipment is required in order to provide suitable Mobile Network coverage to the Site, BT may provide a new quote to you, detailing the additional Charges you will need to pay for any On Site Transmission Equipment and:

(a) if you accept the new quote, BT will cancel the existing Order to the affected Site and will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out, which will be subject to the terms and conditions of the On Site Transmission Equipment Annex; or

(b) if you don't accept the new quote, BT will cancel your existing Order for the provision of Business Mobile Service to the affected Site and BT will have no obligation to provide the Business Mobile Service;

9.1.3 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under this Contract;

9.1.4 where BT delivers within the EU, dispatch any Device(s) for delivery to the applicable Site as set out in the Order;

9.1.5 where BT delivers outside the EU, subject to your compliance with Paragraph 10.1.11:

(a) deliver any Device(s) to the applicable port of entry in the destination country in accordance with Paragraph 18.2.2 and you will act as the importer of record; or

(b) if agreed between both of us in the Order, BT will arrange shipping services to deliver the Device(s) to the final destination address(es) specified in the Annex or Order;

9.1.6 where the Site is located within a country in the EU other than the United Kingdom BT will not sell you the Device(s) if you are not VAT-registered in the delivery country; and

9.1.7 in the cases of Paragraph 9.1.6 above, and as BT may otherwise agree, in order to provide you with the Device(s) specified in the Annex or Order, BT may transfer the provision and invoicing of Device(s) outside of the United Kingdom to a BT Affiliate or a third party in accordance with Clause 26 of the General Terms.

9.2 **Commissioning of the Service**

Before the Service Start Date, BT will:

9.2.1 allocate a number for each Connection; and

9.2.2 where you provide BT with them, note the administration details of your account(s).

9.3 **During Operation**

On and from the Service Start Date, BT:

9.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if you report an Incident on the Mobile Network;

9.3.2 where you wish to make international calls or use Roaming, may be required to provide Customer Personal Data to other companies outside of the European Economic Area. Outside the European Economic Area's standards of protection for Customer Personal Data may be lower than as provided by Data Protection Legislation;

9.3.3 may apply a usage limit to your account or SIMs (details of which are set out on www.bt.com) and if that usage limit is exceeded BT may:

(a) suspend your Business Mobile Service;
(b) charge for usage in excess of the usage limit; and
(c) alter the usage limit by advising you via www.bt.com;

9.3.4 may carry out Maintenance and may migrate the Business Mobile Service to another mobile network operator from time to time and will try to let you know. If BT carries out Maintenance in accordance with this Paragraph 9.3.4, BT may suspend or delay your Business Mobile Service while it is being carried out.

9.4 **The End of the Service**

On termination of the Business Mobile Service by either one of us, BT will provide reasonable assistance to you in line with standard telecommunication industry practice to transfer any Business Mobile Services to another telecommunications operator.

10 Your Obligations

10.1 **Service Delivery**

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

10.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Business Mobile Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;

10.1.2 provide BT with any information reasonably required without undue delay;

10.1.3 carry out your own investigations and ensure the suitability of any Devices or Service Options for your use;

10.1.4 provide compatible Customer Equipment or a Device which will need to have the most up to date software installed if you want to use Wi-fi Calling or 4G Calling;

10.1.5 ensure that your tariff is suitable for your requirements, including the use of the SIM with any equipment that may incur high data usage;

10.1.6 be responsible for your usage of the Business Mobile Service, whether or not BT has applied any usage limit. BT's invoicing system is not instantly updated and BT will not be able to advise you at any particular time if you have exceeded any usage limit;

10.1.7 agree that data usage may vary depending on the nature of the Device or its use;

10.1.8 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;

10.1.9 inform your employees and Users that as part of the Business Mobile Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees or Users;

10.1.10 ensure that your employees and Users have consented or will be deemed to have consented to the monitoring and reporting set out in Paragraph 10.1.9, 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 Business Mobile Services by BT;

10.1.11 where a Device is to be delivered outside of the EU, act as the importer of record, clear the Device(s) through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable authorising BT or BT's

agent to carry out BT's obligations as shipping agent. If you cannot give such authorisation, you will be responsible for fulfilling those obligations on BT's behalf at your own cost; and

10.1.12 until ownership in any Device transfers to you in accordance with Paragraph 18.2, and at all times in the case of Evaluation Devices, keep the Device safe, only use the Device in accordance with any instructions BT, or the manufacturer of the Device, may give you, and not hold yourself out to be the owner of the Device in anyway.

10.2 **Service Operation**

On and from the Service Start Date, you will:

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

(a) connected appropriately to the Mobile Network and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;

(b) adequately protected against viruses and other breaches of security;

(c) technically compatible with the Business Mobile Service and will not harm or damage the SIM, any Evaluation Device, the Mobile Network, or any of BT's supplier's or subcontractor's network or equipment; and

(d) approved and used in accordance with relevant instructions and Applicable Law;

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

10.2.3 comply with any manuals, guidance and any reasonable instructions issued by BT or a relevant third party manufacturer concerning the use of a Device, the Business Mobile Service or Mobile Network;

10.2.4 comply and co-operate with any of BT's reasonable security checks or measures (which may include BT making calls or sending communications to Users);

10.2.5 ensure the security of the Business Mobile Service, including the proper use of all account administration profiles, passwords and other systems administration information used in connection with the Business Mobile Service and:

(a) inform BT immediately upon becoming aware of any suspected or actual unauthorised use of the Business Mobile Service;

(b) take all reasonable steps, including any steps requested by BT, to prevent unauthorised access to the Business Mobile Service; and

(c) satisfy BT's security checks if a password is lost or forgotten;

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

10.2.7 inform BT if the SIM, as applicable, or Device is lost, stolen, damaged, destroyed or likely to be used in an unauthorised manner and you will remain liable for all Charges incurred by the unauthorised use of the SIMor Device until BT suspends or bars the SIMor Device from the Mobile Network in accordance with Paragraph 16;

10.2.8 comply with the provisions of any software licences provided with or as part of the Business Mobile Service; and

10.2.9 cooperate with BT during any migration of the Business Mobile Service to an alternative mobile network operator, and you will do (including but not limited to) the following:

(a) cooperate with BT to replace SIMs where a new SIMis required to access the alternative Mobile Network;

(b) reload or amend specific settings on Devices and any mobile devices not supplied by BT under the Contract; and

(c) arrange for mobile devices not supplied by BT under the Contract to be unlocked.

10.3 **Use of Service**

10.3.1 You will comply with any applicable fair use policy that BT may issue from time to time and you will not use the Business Mobile Service in any way that may impair the operation of the Mobile Network or the service to BT's other customers.

10.3.2 To ensure that you comply with the principles set out in any applicable fair usage policy or as set out in this Paragraph 10.3 , BT may:

(a) monitor and investigate your usage;

(b) suspend or withdraw the Business Mobile Service from any individual SIM, or all SIMs;

(c) apply an alternative tariff more appropriate to your usage; and
(d) if applicable, charge for excess usage as set out in the Charges Schedule (where one is provided) or the BT Price List;
(e) in the case of Roaming apply a surcharge and/or suspend or terminate the Contract as set out in Paragraph 8.6.2.

10.3.3 You will not and will procure that your Users will not:

(a) connect, continue to connect or knowingly allow any third party to connect, or continue to connect, to the Mobile Network:

(i) any GSM Gateway; or
(ii) any device used to forward, route, re-route or divert calls, texts or data with the intention of reducing charges for that call, text or data; or
(iii) any SIMusing any method to enable the making of automated calls or sending of automated or bulk data and texts,

and where BT reasonably believes that you are in breach of this Paragraph 10.3.3, you will provide, at BT's request, details of the means by which text and data is sent or calls made. If you do not provide BT with the information that it asks for within a reasonable timeframe, BT may suspend the Business Mobile Service until you provide the requested information;

(b) duplicate or replicate SIMs (or any part of it) or undertake any similar activity or fraud in relation to SIMs;
(c) use the Business Mobile Service to share Content that is copyright protected;
(d) undertake Permanent Roaming Activity;
(e) resell, rent, lease, or otherwise distribute any Device outside of the EU without BT's written consent;
(f) remove, obscure or add to any notices, labels, packaging, in-box materials, warranties, disclaimers and licence agreements as shipped to you with a Device;
(g) re-sell, transfer, assign or sub-licence the Business Mobile Service (or any part of it) or the associated Software to anyone else;
(h) use the Business Mobile Service to send unsolicited communications without the receiver's consent and provide BT with evidence of the process used to obtain such consent if requested to do so by BT;
(i) use the Business Mobile Service to make offensive, indecent, menacing, nuisance or hoax calls or texts;
(j) use the Business Mobile Service for any fraudulent or other unlawful purpose, whether you are acting alone or with anyone else;
(k) knowingly distribute malicious software or permit hacking or unauthorised modification of any Device, Software or of the Mobile Network;
(l) use the Business Mobile Service to attempt to incur a benefit, whether for financial gain, revenue share, benefit in kind or otherwise, from any opportunities that may be available to you to arbitrage aspects of the Business Mobile Service (for example in relation to pricing offers or service options that may be available to you under the BT Business Mobile Portfolio). Where BT reasonably believes that you are in breach of this Paragraph 10.3.3(l), BT may terminate the Business Mobile Service is accordance with Clause 18 of the General Terms; or
(m) knowingly continue to use the Capped Services in a deliberately excessive or fraudulent manner once you have been notified that your Spend Cap has been exceeded.

10.4 **The end of the Service**

On termination of the Business Mobile Service by either one of us, or expiry, you will be responsible for disposing of any BT SIM Cards and Devices (other than Evaluation Devices, which you will return to BT or the manufacturer, where applicable).

11 Notification of Incidents

Where you become aware of an Incident:

11.1 the Customer Contact or the affected User will report it to BT's Service Desk;

11.2 where the Service Desk cannot clear the Incident on the call, BT will give you a unique reference number for the Incident ("**Ticket**");

11.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:

11.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or

11.3.2 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.

11.4 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.

11.5 Where BT becomes aware of an Incident, Paragraphs 11.2, 11.3 and 11.4 will apply.

12 Invoicing

12.1 BT will invoice you for the Charges for the Business Mobile Service as set out in Paragraph 12.2 and as specified in any Orders or the BT Price List.

12.2 Unless stated otherwise in an applicable Order, BT will invoice you for:

12.2.1 Recurring Charges, except Usage Charges, monthly or quarterly in advance (depending on your billing frequency). For any period where the Business Mobile Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;

12.2.2 Usage Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;

12.2.3 any Charges for any Device from the Service Start Date, and those Charges which will apply from the date you take delivery or possession of that Device; and

12.2.4 any Termination Charges incurred in accordance with Paragraph 13 upon termination of the relevant Business Mobile Service.

12.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:

12.3.1 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;

12.3.2 Charges for restoring Business Mobile Service if the Business Mobile Service has been suspended in accordance with Clause 10.1.2 of the General Terms;

12.3.3 any Charges for changes to the Business Mobile Service prior to the Service Start Date as set out in Paragraph 9.1.2;

12.3.4 any Charges for cancelling the Business Mobile Service in accordance with Clause 17 of the General Terms;

12.3.5 any Charges incurred if the BT SIM Card or Device is lost, stolen, damaged or destroyed;

12.3.6 any Charges incurred, up until you inform BT, from the unauthorised use of the SIMor Device; and

12.3.7 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us, such as but not limited to:

(a) Charges for providing paper invoices as set out in Section 15, Part 12 of the BT Price List;
(b) late payment Charges under Clause 10 of the General Terms;
(c) dishonoured payments as set out in Section 15, Part 12 of the BT Price List; and
(d) payment processing fees as set out in Section 15, Part 12 of the BT Price List.

12.4 Where BT has agreed that the Business Mobile Service can be included within one of BT's standard pricing packages or schemes, you agree that during the period that the Business Mobile Service is included in the pricing package or scheme, the Charges specified in this Schedule may be amended by the terms of the pricing package or scheme. Upon termination of the pricing package or scheme, the Charges will revert to those specified in this Schedule.

13 Charges at the End of the Contract

13.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract, any Service or a Connection for convenience, you will pay BT:

13.1.1 all outstanding Charges for Services rendered;

13.1.2 any remaining Charges outstanding with regard to a Device; and

13.1.3 any other Charges set out in the Order.

13.2 If you terminate the Contract during the Minimum Period of Service, or the Business Mobile Service to a Connection during the applicable Minimum Term, unless stated otherwise in an applicable Order or the Charges Schedule, you will pay BT:

13.2.1 all Charges or fees incurred by BT from any supplier due to the early termination; and

13.2.2 Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of all Minimum Terms of any terminated Connection, which will be calculated using the Recurring Charges, including all Charges due for any additional Service Options that you have on the terminated Connection at the date of termination.

13.3 You will not have to pay Termination Charges if you have given BT Notice to terminate the Contract for convenience during the Minimum Period of Service because you have the right to terminate a Linked Contract as a result of a change that we have made to the Linked Contract in accordance with the terms of that contract. This Paragraph 13.3 does not apply to Bespoke Contracts.

13.4 If BT terminates the Contract during the Minimum Period of Service, or the Business Mobile Service to a Connection during the applicable Minimum Term because you do not pay what you owe under the Contract, in addition to other rights and remedies, BT may charge you the Termination Charges set out in Paragraph 13.2.2.

14 Telephone Numbers

14.1 BT will allocate you with telephone numbers for each Connection that BT provides you with to use the Business Mobile Service. BT may reallocate, withdraw or change such telephone numbers as a result of any applicable law or instructions from a regulatory authority, but will take reasonable steps to minimise any disruption to you.

14.2 Any telephone numbers that BT allocates to you do not belong to you and may only be transferred to another service provider in certain circumstances, with BT's approval.

15 SIMs

15.1 SIMs will remain BT's property at all times. The risk in the SIM (s) will pass to you upon delivery.

15.2 BT grants to you a licence to use the SIMonly for the purpose of accessing the Business Mobile Service during the term of this Contract.

15.3 You will not use the SIMother than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with the SIM, nor permit any other person (other than a person authorised by BT) to do so.

15.4 You will be liable to BT for any loss of or damage to the SIM, except where the loss or damage is a result of fair wear and tear or caused by BT.

16 Suspension, Barring, Limiting and Disconnection

16.1 In addition to the suspension provisions in the General Terms, BT may bar your SIMpreventing you from making calls (other than to the emergency services), disconnect it from the Mobile Network, or limit or suspend the Business Mobile Service immediately without notice:

16.1.1 if you fail to comply with the terms of the Contract;

16.1.2 in the event of loss or theft of the SIMor Device, or otherwise at your request;

16.1.3 if BT has reasonable cause to suspect fraudulent use of your SIMor Device;

16.1.4 following any credit checks carried out in accordance with Clause 9 of the General Terms; or

16.1.5 upon instruction by emergency services or any other government, regulatory or appropriate authority.

16.2 If BT has barred or disconnected the Business Mobile Service BT will not re-provide it unless you comply with the terms of the Contract or satisfy BT that you will do so in future, or that the Business Mobile Service will not be used again in a way that is forbidden.

16.3 If BT bars the SIM, disconnects it from the Mobile Network, limits or suspends the Business Mobile Service, the Contract will continue. You will pay all Charges until the Contract is ended by Notice under the Contract.

17 WEEE Directive

17.1 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment including SIMs supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").

17.2 For the purposes of Article 13 this Paragraph 17 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

17.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.

18 Purchased Equipment

18.1 **Sale of Goods**

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

18.2 **Transfer of Title and Risk**

18.2.1 Except in the case of Evaluation Devices (which will remain BT's, or the manufacturers, property at all times), where the Device is delivered to a Site that is located within the United Kingdom:

(a) title in the Device (except for the Intellectual Property Rights) will pass to you when you have paid for the Device in full (except in the case of Funded Devices, where title will pass to you on delivery);

(b) if BT delivers the Device, risk will pass to you on delivery of the Device, but you will not be liable for any loss or damage that is caused by BT's negligence; and

(c) if BT does not deliver the Device, risk will pass to you when you take possession of the Device.

18.2.2 Except in the case of Evaluation Devices, where the Device is delivered to a Site that is not located within the United Kingdom:

(a) title in the Device (except for the Intellectual Property Rights) will pass to you upon dispatch from the final shipping point in the United Kingdom (or in transit if shipped from outside the United Kingdom); and

(b) risk in the Device will pass to you in accordance with Incoterms® 2010 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.

18.3 **Acceptance**

18.3.1 Where the Site is located within the United Kingdom, the Device will be deemed to have been accepted when you take delivery or possession of the Device.

18.3.2 Where the Site is not located within the United Kingdom, acceptance of the Device will be deemed to take place on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you if BT is shipping the Device.

18.4 **Warranty**

18.4.1 Except in the case of Evaluation Devices, where possible BT will procure that you receive the benefit of any Device manufacturer's warranty for new Device(s) for a period of at least 12 consecutive months from the date of delivery of the Device (or any other period that BT gives you Notice of), and if you report to BT in accordance with Paragraph 11 that there is an Incident in the Device which is due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing the Incident free of charge, unless:

(a) the Device has not been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any;

(b) the Device has been modified without BT's written consent;

(c) the Incident is due to accidental or wilful damage, interference with or maintenance of Device by persons other than BT, or a third party authorised by BT; or

(d) the Incident is due to fair wear and tear.

18.4.2 In the case of an Evaluation Device, BT will replace a faulty Evaluation Device provided that the fault is not caused by any of the circumstances listed in Paragraphs 18.4.1(a) to 18.4.1(d) above.

18.4.3 Where BT opts to replace a faulty Device, BT may provide a Refurbished Device and the warranty period for the Refurbished Device will be the outstanding term of the warranty period applicable to the original Device.

18.4.4 Where a SIMis faulty and the fault is due to you adapting or modifying the SIM, BT will charge for any replacement or reconfiguration of SIM. Where the SIMhas been adapted or modified, BT will not be responsible for replacing any Device previously provided with the SIMor for providing a new Device.

18.4.5 If requested by BT, you will return the Device affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement as set out in Paragraph 18.4.1.

18.4.6 BT does not warrant that the Software supplied under the Contract will be free of all Incidents or that its use will be uninterrupted, but BT will remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time.

18.5 **Security**

18.5.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the Device, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.

18.5.2 BT does not guarantee the security of the Device or the Business Mobile Service against unauthorised or unlawful access or use.

19 Number Porting Compensation Scheme

19.1 Where you wish to port an existing mobile number or switch from your previous service provider to BT:

19.1.1 you will provide BT with accurate and full details of the numbers to be ported, including the PAC or STAC as required; and

19.1.2 BT will provide you with a Port Date.

19.2 If BT fails to port the number by the Port Date (the "**Port Date Service Level**"), you may claim compensation for each day after the Port Date until your number is ported at a daily rate equal to the greater of:

19.2.1 the Recurring Charge as specified in the Charges Schedule (where one is provided) or Section 10b of the BT Price List divided by 30; or

19.2.2 one thirtieth of £4.00.

19.3 You will not be entitled to claim compensation as set out in Paragraph 19.2 if in BT's reasonable opinion:

19.3.1 someone other than BT causes a delay or prevents BT from porting the number or switching you to BT;

19.3.2 the SIMis not received by you in time for BT to port the number or switch you to BT;

19.3.3 you fail to:

(a) follow instructions provided by BT to activate the mobile by the Port Date;
(b) provide BT with accurate and full details of the numbers to be ported;
(c) provide consent to allow the number to be ported or you to be switched to BT; or
(d) co-operate with BT and liaise with your previous service provider where necessary and when requested to do so by BT,

19.3.4 the number has been ported by the Port Date or you have been switched to BT, but any other part of the Business Mobile Service, such as, but not limited to voicemail, is unavailable.

19.4 BT will normally apply any amount that BT owes to you under Paragraph 19.2 as a credit on your subsequent invoice, or, if the Contract has ended or expired, BT will pay any amounts in a reasonable period of time.

19.5 Where you would like to port your mobile number or switch to BT, you will be responsible for reaching any commercial agreement with the suppliers of the services to which those mobile numbers apply, including terminating any subscriptions, or additional services that utilise the line, including broadband and the payment of any associated early termination charges.

Part C – Defined Terms

20 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):

"**4G**" means Long Term Evolutions (LTE) and is used for both voice and data services. You can only use 4G services when you are in range of a 4G base station.

"**4G Calling**" means the ability to make and receive a voice call and send and receive SMS using BT's 4G Mobile Network.

"4G Mobile Network" means the communications network used by BT to provide 4G services.

"**4G+**" means Long Term Evolution-Advanced and is used for both voice and data services. You can only use 4G+ services when you are in range of a 4G+ base station.

"**5G**" means fifth generation of wireless mobile telecommunication technology, that is used for both voice and data services. You can only use 5G services when you are in range of a 5G base station, have a compatible plan and 5G enabled device.

"**Accessory**" means equipment including batteries but excluding mobile handsets, BlackBerry handsets, tablets or dongles provided by BT under this Contract.

"Add-On" mean an additional service which is either provided with no minimum period of service or has a minimum period of service or notice period of 30 days or less (including value added services, BT Extras and add-ons with a 30 day or less notice period that renew automatically).

"**APN**" means the access point name given to the unique point (or points) at which the Customer Network or a public network such as the Internet may connect with the Mobile Network.

"Bespoke Contract" means a Contract which you had the opportunity to influence the commercial structure of, before entering into it with BT.

"**Blackberry Services Annex**" means the Annex to this Schedule that sets out the terms governing the services provided by Blackberry.

"BT Extras" means any inclusive add-on services where a monthly subscription charge is payable. Any out of allowance charges are excluded.

"**BT Mobile Hotspot Device**" means a Device that pairs wirelessly with suitable computing equipment provided by you to allow you to connect to the Business Mobile Service.

"**BT SIM Card**" means the subscriber identity module card provided by BT as part of the Business Mobile Service.

"**BT Wi-fi Site**" means each physical location of the radio access points offering BT Wi-fi access to you. 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 you to the Mobile 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 are listed on the BT Wi-fi Web Page.

"**BT Wi-fi User Account**" means the account details that allow Users to access BT Wi-fi.

"**BT Wi-fi Web Page**" means www.bt.com/openzone or such other URL as BT may advise.

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

"**Business Mobile Service**" has the meaning given in Paragraph 1.

"Capped Services" means the following Business Mobile Services:

(a) standard out-of-allowance UK voice calls, SMS or MMS;
(b) data usage above that included as part of an allowance or bundle but please see Paragraph 8.7.9;
(a) calling countries outside of the United Kingdom when you are in the United Kingdom;
(b) Roaming, excluding BT Extras, but please see Paragraph 8.7.9; and
(c) Access Charges for premium rate SMS and Charges for premium rate services and numbers beginning with 09, 118, 084, 087, 070.

"**Charges Schedule**" means a schedule to the Contract that sets out the charges applicable to the Business Mobile Service and includes the Order.

"**Confirmation Email**" means the email BT sends to you upon receipt of your Order.

"**Connection**" means a SIMthat BT has activated on the Mobile Network.

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

"**Contract**" means, in order of precedence:

(a) the Charges Schedule (where one is provided), including the Order;
(d) the BT Price List;
(e) the Schedule (including any Annex);
(f) the General Terms;
(g) the Welcome Letter (where this states that it forms part of the Contract); and
(h) any other documents expressly incorporated by any of these documents or by agreement between both of us.

This definition amends the definition of Contract and the order of precedence set out in the General Terms.

"**Customer Contact**" has the meaning given in Paragraph 10.1.1.

"**Customer Equipment**" means any equipment including any Device(s) and any software, other than BT Equipment, used by you in connection with a Business Mobile Service.

"**Customer Network**" means your communications network including your LAN and any intranet services.

"**DAP**" means Delivered at Place as defined in Incoterms® 2010.

"**Device**" means any mobile handset, including any Evaluation Device, BlackBerry handset, tablet, BT Mobile Hotspot Device, USB Modem Device, Accessory, Refurbished Device or other equipment, including On Site Transmission Equipment, provided by BT under the Contract.

"**End User Licences**" has the meaning given in Paragraph 7.7.1.

"**eSIM**" means a profile that is downloaded onto a virtual subscriber identity module embedded in a compatible Device.

"**EU**" means European Union.

"**Europe Zone**" means the countries set out in section 10b Part 6 of the BT Price List.

"**Evaluation Device**" means any Device or other equipment provided by BT under this Contract for the purposes of evaluation by you.

"**Funded Device**" means a Device supplied without charge or purchased using a technology fund as set out in the Charges Schedule (where one is provided).

"**GSM Gateway**" means a single point of access to the Mobile Network from another network using SIMs or any facility enabling the making of automated calls and the sending of automated data and texts using SIMs.

"**IDD**" means international direct dialling which is calling a country outside the UK when you are in the UK.

"**Incident**" means an unplanned interruption to, or a reduction in the quality of, the Business Mobile Service or particular element of the Business Mobile Service.

"**Incoterms® 2010**" means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

"**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.

"**IP Telephony**" means the delivery of voice and multimedia communications over Internet Protocol.

"**Local Area Network**" or "**LAN**" means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

"**Linked Contract**" means another contract with BT that is linked to this Contract in a way defined as a bundle in Ofcom's General Conditions of Entitlement effective from 17th June 2022.

"**Minimum Period of Service**" means a period of 24 consecutive months, unless otherwise set out in an Order.

"**Minimum Term**" means the minimum duration for each Connection beginning on the Service Start Date for that Connection. The Minimum Term is set out in the Charges Schedule (where one is provided) or the Confirmation Email (where one is provided). The Minimum Term may also be called the fixed commitment period by regulators.

"**MMS**" means multimedia messaging service.

"**MobileIron**" means MobileIron Inc, a Delaware corporation with its principal place of business at 415 East Middlefield Road, Mountain View, CA 940643.

"**MobileIron Services Annex**" means the Annex to this Schedule that sets out the terms governing the mobile device management service provided by MobileIron.

"**Mobile Data**" means the service that enables you to send and receive data over 4G and 4G+the Mobile Network.

"**Mobile Network**" means the communications network used by BT to provide the Business Mobile Service.

"**Mobile Switching, switch or switching**" means where a Customer transfers or requests to transfer or considers transferring the provision of its wireless voice and/or data communications service from one service provider to an alternative service provider.

"**On Site Transmission Equipment**" means any on-Site base stations provided by BT, further details of which are set out in the On Site Transmission Equipment Annex.

"**On Site Transmission Equipment Annex**" means the Annex to this Schedule that sets out the terms governing the use of the On Site Transmission Equipment.
'**Porting Authorisation Code**' or '**PAC**' means a unique code used to signify the incumbent service providers consent to a Customer being entitled to request and have their mobile telephone number ported to an alternative service provider.
"**Permanent Roaming Activity**" means use of the SIMoutside of the UK on a permanent basis.
"**Port Date**" means the date provided by BT to you when your existing number will be ported and the Business Mobile Service made available to you by BT on that number.
"**Port Date Service Level**" has the meaning given in Paragraph 19.2.
"**Recurring Charges**" means the Charges for the Business Mobile Service or applicable part of the Business Mobile Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order including any BT Extras.
"**Refurbished Device**" means a previously owned device which has been checked to ensure that, as applicable, the call facility, keypad, battery, software, camera facility and screen are working and is free from visual dents, scratches and abrasions when viewed at arm's length.
"**Roam Like At Home**" has the meaning given in Paragraph 8.5.1
"**Roaming**" or "**International Roaming**" means use of the Business Mobile Service to receive or make calls, transmit texts, or transmit and receive data when outside of the United Kingdom.
"**ROW Roaming**" means Roaming outside the UK and the EU.
"**Service Desk**" has the meaning given in Paragraph 9.1.1.
"**Service Management Boundary**" has the meaning given in Paragraph 4.1.
"**Service Options**" has the meaning given in Paragraph 3.
"**SIM**" means your BT SIM Card or your eSIM, as applicable.
"**Site**" means a location at which the Business Mobile Service is provided.
"**SMS**" means short messaging service.
"Spend Cap" means the bill limit set for each billing period for all Capped Services and other services set out in Paragraph 8.7.9 on a per Connection basis that can apply to new Customers or existing Customers that resign or regrade their Contract after 1st October 2018;
"**Stable Links**" means that you have a frequent and substantive presence in the UK.
"STAC" means the service termination authorisation code which is a unique code used to signify the incumbent service provider's consent to a Customer being entitled to switch to an alternative service provider without the Customer porting their mobile number.
"**Standard Service Components**" has the meaning given in Paragraph 2.
"**Ticket**" has the meaning given in Paragraph 11.2 and may also be known as a "**fault reference number**".
"**Traffic Management**" means traffic management activities that BT may undertake to manage performance of the BT Network. The details of which can be found at https://business.bt.com/help/home/bt-mobile/ (or any other address that BT makes you aware of) and that BT may update from to time to time.
"**Usage Charges**" means the Charges for the Business Mobile Service or applicable part of the Business Mobile Service, including Charges for Wi-fi Calling and 4G Calling, that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of minutes the Business Mobile Service was used for) with the relevant fee that is specified in the Order.
"**USB Modem Device**" means a Device that pairs with suitable computing equipment provided by you to allow you to connect to the Business Mobile Service.
"**Video Call**" means the ability for the caller and recipient to see and hear each other.
"**Video Messaging**" means the ability to send and receive a video clip.
"**VOIP**" means delivery of voice and multimedia communications over Internet Protocol.
"**WEEE**" has the meaning given in Paragraph 17.1.
"**WEEE Directive**" has the meaning given in Paragraph 17.1.
"**Welcome Letter**" means the letter supplied with the BT SIM Card or instructions for your eSIM.
"**Wi-fi**" means a wireless Local Area Network based on the Institute of Electrical and Electronics Engineers' (IEEE) 802.11 standards.
"**Wi-fi Calling**" means the ability to make and receive a voice call and send and receive SMS using a compatible Wi-fi network.
"**Wi-fi on the London Underground**" means the ability to access the Internet and send and receive data through a wireless local area network based on IEEE 802.11 standards available at selected stations in the London underground.