



BT Cloud Voice Express Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

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

Part A – The Cloud Voice Express Service

1 Service Summary

BT will provide you with a cloud-based voice-over-internet service enabling you to make and receive calls to landline and mobile numbers and to have the flexibility of cloud-based call management services, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**CVE Service**").

2 Standard Service Components

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

2.1 BT Cloud Voice User Package

BT will provide one or more of the following BT Cloud Voice User Packages for each User:

- 2.1.1 BT Cloud Voice Express (with W60P);
- 2.1.2 BT Cloud Voice Express (with W56H); and
- 2.1.3 BT Cloud Voice Express.

2.2 User Feature Pack

BT will provide the following BT Cloud Voice User Feature Pack for each User, namely BT Cloud Voice Smart.

2.3 Customer Portal

BT will provide you with a right to access and use a secure shared web portal to view information, manage and administer the CVE Service.

2.4 Geographical Number

BT will allocate new Geographical Number(s) or port existing Geographical Number(s) to you as detailed in the Order.

2.5 Call Sharer Plan

BT will allocate the following Call Sharer Plans to your CVE Service as detailed in your Order:

- 2.5.1 BT Cloud Voice Express UK Sharer Plan, either:
 - (a) BT Cloud Voice Express UK Sharer Plan Unlimited; or
 - (b) BT Cloud Voice Express UK Sharer Plan PAY G; and
- 2.5.2 BT Cloud Voice Express International Sharer Plan:
 - (a) BT Cloud Voice Express International Sharer Plan PAY G.

3 Service Options

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

- 3.1.1 BT Cloud Voice Express (with W60P);
- 3.1.2 BT Cloud Voice Express (with W56H);
- 3.1.3 BT Cloud Voice Express; and
- 3.1.4 Additional handsets

4 Service Management Boundary

4.1 BT will provide and manage the CVE Service in accordance with Parts B and C of this Schedule and as set out in any applicable Order up to your side of the socket on the NTE or the gateway where the socket is not managed by BT ("**Service Management Boundary**").



- 4.2 BT will have no responsibility for the CVE Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the CVE Service will operate in combination with any Content, Customer Equipment or other equipment and software. BT will have no responsibility to support or maintain any phones or equipment from other suppliers.
- 4.4 BT does not guarantee that the CVE Service will be provided without errors or uninterrupted or that BT will correct all errors.

5 Associated Services

- 5.1 You will have the following services in place that will connect to the CVE Service and are necessary for the CVE Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 a BT Business Broadband service with sufficient bandwidth to support your voice and data usage and service level requirements;
 - 5.1.2 a BT Business Broadband router (at a minimum of BT Business Hub 5);
 - 5.1.3 compatible phones that BT will provide in the BT Cloud Voice Express User Package;
 - 5.1.4 to access the www.bt.com management portal, you will have an Internet connected device with a supported version of Apple Safari, Google Chrome or Microsoft Internet Explorer or other web browser that BT confirms is compatible with the CVE Service.(each an "**Enabling Service**").
- 5.2 If BT provides you with any services other than the CVE Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

6 Equipment

6.1 Loaned Equipment

- 6.1.1 Excluding any Software provided as part of any Loaned Equipment, all Loaned Equipment will remain BT's property at all times and risk in any Loaned Equipment will pass to you upon delivery, whether or not the Loaned Equipment has been installed.
 - 6.1.2 Any Loaned Equipment provided to you as part of the Broadband Service is provided for use with the CVE Service only and in accordance with the terms of this Contract and BT's instructions.
 - 6.1.3 BT may replace any Loaned Equipment from time to time and you will inform BT if you do not wish to receive any replacement Loaned Equipment.
 - 6.1.4 On termination or expiry of the CVE Service, for whatever reason, you will return the Loaned Equipment to BT within 60 days.
 - 6.1.5 If you fail to return the Loaned Equipment to BT in accordance with Paragraph 6.2.3, you will incur a non-return fee as set out in Part 16 of Section 15 of the BT Price List ("**Non-Return Fee**").
 - 6.1.6 Payment of the Non-Return Fee does not transfer ownership of title in the Loaned Equipment to you and you still must return the Loaned Equipment to BT.
 - 6.1.7 If the Loaned Equipment is returned to BT within two years of you being charged the Non-Return Fee, BT will credit to your account an amount corresponding to the condition of the Loaned Equipment allowing for reasonable wear and tear.
- 6.2 In relation to the Loaned Equipment you will:
- 6.2.1 keep the Loaned Equipment safe and without risk to health;
 - 6.2.2 only use the Loaned Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
 - 6.2.3 not move the Loaned Equipment or any part of it from the Site(s) without BT's written consent;
 - 6.2.4 not make any alterations or attachments to, or otherwise interfere with, the Loaned Equipment nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the Loaned Equipment;
 - 6.2.5 not sell, charge, assign, transfer or dispose of or part with possession of the Loaned Equipment or any part of it;
 - 6.2.6 not allow any lien, encumbrance or security interest over the Loaned Equipment nor pledge the credit of BT for the repair of the Loaned Equipment or otherwise;
 - 6.2.7 obtain appropriate insurance against any damage to or theft or loss of the Loaned Equipment;
 - 6.2.8 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the Loaned Equipment or where the Loaned Equipment is damaged, stolen or



lost, except where the loss or damage to the Loaned Equipment is a result of fair wear and tear or caused by BT;

6.2.9 where there is a threatened seizure of the Loaned Equipment or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the Loaned Equipment.

6.3 **Ordering, Delivery and Installation of Purchased Equipment**

6.3.1 Any phones and equipment included with the CVE Service will be sent to you prior to your Activation Date.

6.3.2 You may make changes to your Order up to the point when your equipment is dispatched (if applicable).

6.3.3 Your equipment dispatch date will be confirmed in your Order.

6.3.4 You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).

6.3.5 BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.

6.4 **Transfer of Title and Risk of Purchased Equipment**

6.4.1 Where the Purchased Equipment is delivered to a Site:

(a) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you immediately; and

(b) where BT delivers the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence.

6.5 **Acceptance of Purchased Equipment**

BT will treat the Purchased Equipment as accepted when you take delivery or possession of the Purchased Equipment.

6.6 **Warranty of Purchased Equipment**

6.6.1 During the period of 12 consecutive months following the Service Start Date (or any other period that BT advises you in a Notice), if you report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment 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 Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;

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

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

(d) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or

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

(i) If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 6.6.1.

(ii) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

6.7 **Security of Purchased Equipment**

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

6.7.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

6.8 **Software Licence**

On and from the Service Start Date, you will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment.

6.9 **WEEE Directive**

6.9.1 You will comply with 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 supplied under the Contract that has become waste electrical and electronic equipment ("WEEE").

6.9.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.9 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

6.9.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

6.10 **Sale of Goods**

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

6.11 **Consumer Regulations**

Where you place an Order acting for purposes that are related to your trade, business or profession, this is a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

7 **Specific Terms**

7.1 **Changes to the Contract**

7.1.1 BT may amend the Contract (including the Charges) at any time by either:

- (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); or
- (b) by giving Notice to you.

7.1.2 In the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.

7.1.3 If BT makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected Service in accordance with Clause 17 of the General Terms within:

- (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 7.1.1(a); or
- (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 7.1.1(b).

7.2 **Minimum Period of Service and Renewal Periods**

7.2.1 BT will provide the CVE Service for the Minimum Period of Service.

7.2.2 At the end of the Minimum Period of Service, unless one of us has given 30 days' Notice to the other of an intention to terminate the CVE Service in accordance with the Contract, BT will continue to provide the CVE Service and each of us will continue to perform our obligations under the Contract.

7.2.3 If either of us gives 30 days' Notice to the other of an intention to terminate the CVE Service, BT will cease delivering the CVE Service at the time of 23:59 on the last day of the Minimum Period of Service.

7.3 **Termination for Convenience**

7.3.1 For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the CVE Service or any applicable Order by giving 28 days' Notice to the other.

7.3.2 BT may terminate the CVE Service with immediate effect if your separate contract for BT Business Broadband is terminated for any reason.

7.4 **Customer Committed Date**

7.4.1 Once you have placed your Order we will send you an Order confirmation email. Unless you contact us to agree otherwise the Customer Committed Date will be the earlier of:

- (a) the date you sign in to the Mobile App, or
- (b) one business day after we send the Order confirmation email.

7.4.2 If you request a change to the CVE Service or any part of the CVE Service including any Purchased Equipment or any number transfer date, then BT may revise the Customer Committed Date to accommodate that change.

7.4.3 BT may expedite delivery of the CVE Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

7.5 **Access to Emergency Services**

7.5.1 BT will provide the ability for Users to call the emergency services by dialling "999" or "112", but caller location information will only be provided by BT if you:



- (a) inform BT of the geographic location of calling numbers to enable BT to maintain a database of calling numbers and geographic locations; and
- (b) inform BT immediately of any changes to those locations.

7.5.2 BT will not guarantee your ability to use the CVE Service to make emergency calls at all times, including where:

- (a) there is a failure of mains power or Access Line;
- (b) you are accessing the CVE Service from a mobile device and are not using the mobile network; or
- (c) BT has suspended or interrupted the CVE Service for any reason, including Maintenance, and, therefore, BT recommends that you consider an alternative means to support emergency calls.

7.5.3 Where you request, and BT moves, a telephone number from one Site to another, there may be a delay in updates to caller location information held by the emergency services and until the emergency services receive any updated location information, the location information held by the emergency services will be the address of the Site before the number was moved.

7.6 EULA

7.6.1 BT will only provide the CVE Service if you have entered into the end user licence agreement with the Supplier in the form set out at www.bt.com/business/cvs/EULA, as may be amended or supplemented from time to time by the Supplier ("EULA").

7.6.2 You will observe and comply with the EULA for all any use of the applicable Software.

7.6.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the CVE Service upon reasonable Notice, and:

- (a) you will continue to pay the Charges for the CVE Service until the end of the Minimum period of Service; and
- (b) BT may charge a re-installation fee to re-start the CVE Service.

7.6.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

7.6.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

7.7 Open Source Software

The CVE Service includes open source software. You can find a full list of all open source modules and open source licence at www.bt.com/business/cvs/EULA.

7.8 Telephone Numbers

7.8.1 You will not own any telephone number related to the CVE Service and, apart from your right to number portability where you change communications provider, all your rights to use telephone numbers related to CVE Service will cease on termination or expiration of the CVE Service.

7.8.2 All telephone numbers will be active on the date set out in the Order.

7.8.3 To complete the service set-up, you will need to follow the instructions that BT will send you. BT will confirm when your number has been moved.

7.8.4 In the circumstance that your number is activated on the CVE Service before your number transfer or port is complete, only outbound calls are possible. These are charged outside your Service Plan.

7.9 Invoicing

7.9.1 BT will invoice you for the following Charges in the amounts set out in any applicable Order or the BT Price List:

- (a) Recurring Charges, except Usage Charges, monthly or quarterly in advance (depending on your billing frequency) and for any period where the CVE Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- (b) Usage Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
- (c) any Charges for any Purchased Equipment from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment; and
- (d) any Termination Charges incurred in accordance with Paragraph 7.10 upon termination of the relevant Service.

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



- (a) 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;
- (b) Charges for expediting provision of the CVE Service at your request after BT has informed you of the Customer Committed Date;
- (c) Charges for late payments; and
- (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

7.10 Cancellation and Termination Charges

7.10.1 Cancellation Charges

For the purposes of Clause 16 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT the Cancellation Charges as set out in Section 56, Part 18 of the BT Price List.

7.10.2 Termination Charges

If you terminate the Contract or the CVE Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) any remaining Charges outstanding with regard to Purchased Equipment;
- (c) Non-Return Fee (if applicable); and
- (d) any additional amounts due under the Contract.

7.10.3 In addition to the Charges set out at Paragraph 7.10.2 above, if BT terminates during the Minimum Period of Service because your separate contract for BT Business Broadband has been terminated in accordance with paragraph 7.3.2, or if you terminate during the Minimum Period of Service, you will pay BT:

- (a) for any parts of the CVE Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (ii) 65 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service; and
 - (iii) any waived Installation Charges;
- (b) for any parts of the CVE Service that were terminated after the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - (i) 65 per cent of the Recurring Charges for the remaining months of the Minimum Period of Service;
 - (ii) any waived Installation Charges;

7.10.4 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.

7.10.5 The Termination Charges in Paragraph 7.10.2 will not apply where the separate contract with BT for BT Business Broadband was terminated because:

- (a) Clauses 18 and 19 of the General Terms apply; or
- (b) BT terminated the separate contract for BT Business Broadband for convenience under Clause 17 of the General Terms.

7.11 Service Amendment

7.11.1 You may request, by giving BT Notice, a change to:

- (a) an Order for the CVE Service (or part of an Order) at any time before the dispatch of Purchased Equipment as detailed in your Order Confirmation; or
- (b) an Order for the CVE Service (or part of an Order) can be made at any time before the applicable Service Start Date where you have not bought Purchased Equipment; or
- (c) the CVE Service at any time after the Service Start Date.

7.11.2 If you request a change in accordance with Paragraph 7.11.1, except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:

- (a) the likely time required to deliver the changed CVE Service; and
- (b) any changes to the Charges due to the changed CVE Service.



7.11.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 7.11.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.

7.11.4 If BT changes a CVE Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

7.12 Content

7.12.1 Where BT provides you with Content:

- (a) the use of Content is at your own risk;
- (b) the Content may change from time to time;
- (c) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights;
- (d) you will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (e) BT will not guarantee the accuracy or completeness of the Content;
- (f) some of the Content will have its own terms which may be displayed online or elsewhere. You will comply with any applicable terms when accessing Content;
- (g) access to any Content provided on a subscription basis as part of the CVE Service will cease when this Contract ends;
- (h) BT will have no obligation to store Content or any responsibility if stored Content is lost or deleted; and
- (i) BT recommends that you save copies of information you wish to keep on other devices not connected with the Service.

7.13 Resale

The CVE Service and Software are provided solely for your own use and you will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

7.14 Upgrades

You may upgrade to a Call Sharer Plan with a higher number of minutes per calendar month at any time during the Minimum Period of Service. You may add additional BT Cloud Voice Express User Packages, or Additional handsets at any time.

7.15 Standards and Use of Service

7.15.1 BT will use reasonable endeavours to provide you with uninterrupted CVE Service where technically possible, however, the quality and availability of the CVE Service may be affected by:

- (a) the available bandwidth of your BT Business Broadband Service to support your voice and data usage; and
- (b) configuration and performance of any Customer Equipment.

7.15.2 You will only use the CVE Service in the United Kingdom.

7.16 Dispute Resolution

BT will try to resolve any complaint or dispute that you may have with BT in accordance with the procedure set out in Clause 24 of the General Terms. If the matter is not resolved through that procedure, you may refer it to adjudication, where appropriate, in accordance with the details set out in BT's Customer Complaints Code set out at <http://www.bt.com/complaintscode>, copies of which are available on request.

7.17 Geographical Number Porting

7.17.1 Where you wish to port any Geographical Number (s) to BT, you will:

- (a) provide BT with full and accurate details of the Geographical Number (s) to be ported; and
- (b) reach any commercial agreement with the suppliers of the services to which the numbers apply, including terminating the services and paying any applicable termination charges;

7.17.2 BT will provide you with a port date; and

7.17.3 BT will port the Geographical Number(s) on the port date.

7.18 Suspension

In addition to Clause 15 of the General Terms, BT may restrict or suspend your access and use of the Customer Portal if BT reasonably believes that you are in breach or likely to be in breach of the Contract of any other contract that you have with BT.

7.19 Termination of Existing Service

7.19.1 At the commencement of the CVE Service any contract for any existing BT Business Service (Telephone Service – PSTN) or similar service or services that rely on your PSTN service that BT currently provides to



you, will terminate ("**Existing Contract**") and the services provided under that Existing Contract will cease ("**Existing Services**").

- 7.19.2 You will pay all existing Charges due under the Existing Contract up to the date of termination.
- 7.19.3 If you request that BT reinstates your Existing Service once the Existing Service and Existing Contract has been terminated, you will enter into a new contract with BT for the reinstated Existing Services, the terms of which (including the Charges) may differ to those in the Existing Contract.



Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

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

- 8.1.1 provide you with contact details for the Service Desk;
- 8.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 8.1.3 provide you with an estimated date to deliver the CVE Service and will use reasonable endeavours to meet any estimated dates;
- 8.1.4 where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Site(s). Where the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s), BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed, and:
 - (a) here you accept the new quote, will cancel the existing Order to the affected Site(s), will generate a new Order for the affected Site(s) and will arrange for the additional engineering works to be carried out; or
 - (b) where you do not accept the new quote, will cancel your existing Order for the provision of CVE Service to the affected Site(s) and BT will have no obligation to provide the CVE Service,
- 8.1.5 may delete any Content at any time during and at the end of the Period.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 document the Order and the required customer activities;
- 8.2.2 manage the number transfer or port process subject to required customer activities; and
- 8.2.3 confirm to you the Service Start Date.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Care Levels in Part C of the Contract if you report an Incident with the CVE Service;
- 8.3.2 will maintain an online Customer Portal;
- 8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Network, BT Equipment, Loaned Equipment or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;
- 8.3.4 may, in the event of a security breach affecting the CVE Service, require you to change any or all of your passwords;
- 8.3.5 may withdraw any Software at any time; and
- 8.3.6 may, for commercial and operational reasons including the provision of service enhancement and Software upgrades:
 - (a) change the access arrangements or URLs given to you; and
 - (b) change the performance and functionality of the of the Customer Portal including all information, materials and Content and may, in the event of a security breach affecting the CVE Service, require you to change any or all of your passwords.

8.4 The End of the Service

On termination of the CVE Service by either of us, BT:

- 8.4.1 will provide configuration information relating to the CVE Service provided at the Site(s) in a format that BT reasonably specifies;
- 8.4.2 may delete any Content; and
- 8.4.3 will terminate your right to access and use the Customer Portal.

9 Your Obligations

9.1 Service Delivery



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

- 9.1.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the CVE Service where applicable;
- 9.1.2 ensure that the LAN protocols and applications you use are compatible with the CVE Service;
- 9.1.3 prepare and maintain the Site(s) for the installation of BT Equipment, Loaned Equipment and Purchased Equipment and supply of the CVE Service;
- 9.1.4 provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the CVE Service, or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the CVE Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
- 9.1.5 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 9.1.6 provide BT with any information reasonably required without undue delay; and
- 9.1.7 complete any preparation activities that BT may request to enable you to receive the CVE Service promptly and in accordance with any reasonable timescales.

9.2 During Operation

On and from the Service Start Date, you will:

- 9.2.1 be responsible for raising any Incidents with your CVE Service to the Service Desk;
- 9.2.2 monitor and maintain any Purchased Equipment and Loaned Equipment connected to the CVE Service or used in connection with a CVE Service;
- 9.2.3 ensure that any Purchased Equipment and Loaned Equipment that is connected to the CVE Service or that you use, directly or indirectly, in relation to the CVE Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the CVE Service and will not harm or damage BT Equipment, Loaned Equipment the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 9.2.4 only connect IP phones provided as part of the CVE Service;
- 9.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
 - (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material,and redress the issues with the Customer Equipment prior to reconnection to the CVE Service;
- 9.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the CVE Service;
- 9.2.7 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the CVE Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the CVE Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the CVE Service if BT requests you to do so in order to ensure the security or integrity of the CVE Service;
 - (f) not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the CVE Service.

9.3 The End of the Service

On termination of the CVE Service by either of us, you will:



- 9.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment and Loaned Equipment from the Site(s);
- 9.3.2 disconnect any Customer Equipment from BT Equipment or Loaned Equipment located at the Site(s);
- 9.3.3 not dispose of or use BT Equipment or Loaned Equipment other than in accordance with BT's written instructions or authorisation;
- 9.3.4 arrange for any BT Equipment and Loaned Equipment located at the Site(s) to be returned to BT; and
- 9.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment or Loaned Equipment.

10 Notification of Incidents

- 10.1 Where you become aware of an Incident:
 - 10.1.1 the Customer Contact will report it to the Service Desk;
 - 10.1.2 BT will give you a Ticket;
- 10.2 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 10.2.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 10.2.2 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 following BT's attempt to contact you.
- 10.3 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 10.4 Where BT becomes aware of an Incident, Paragraphs 10.1.1, 10.2 and 10.3 will apply.



Part C – Service Levels

11 Service Care Levels

From the Service Start Date, BT will provide the CVE Service with the Prompt Care.

12 On Time Delivery

BT will deliver the CVE Service on or before the Customer Committed Date ("**On Time Delivery Service Level**").



Part D – Defined Terms

13 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“Access Line” means a Circuit connecting the Site(s) to the BT Network.

“Activation Date” means the date on which the CVE Service can be first used.

“Additional handsets” means any devices which are in scope of the CVE Service, as set out in the Order.

“BT Business Broadband router2” (at a minimum of BT Business Hub 5) means a BT supplied router with a specification no less than a Hub 5 (which features voice prioritisation as default configuration).

“BT Business Broadband service” means an internet access service provided by BT Business.

“BT Cloud Voice Express (with W60P)” means the BT Cloud Voice User Package which is a combination of a BT Cloud Voice Smart User Feature Pack, a number entitlement, a call plan, a Yealink W60P IP Phone or any suitable substitute that BT may provide you with and Mobile App.

“BT Cloud Voice Express (with W56H)” means the BT Cloud Voice User Package which is a combination of a BT Cloud Voice Smart User Feature Pack, a number entitlement, a call plan and a Yealink W56H IP Phone or any suitable substitute that BT may provide you with and Mobile App.

“BT Cloud Voice Express” means the BT Cloud Voice User Package which is a combination of a BT Cloud Voice Smart User Feature Pack, a number entitlement, a call plan and Mobile App.

“BT Cloud Voice Express UK Sharer Plan Unlimited” means the Call Plan as defined in Section 56, Part 18, Subpart 12 of the BT Price List.

“BT Cloud Voice Express UK Sharer Plan PAY G” means the Call Plan as defined in Section 56, Part 18, Subpart 12 of the BT Price List.

“BT Cloud Voice Express International Sharer Plan PAY G” means the Call Plan as defined in Section 56, Part 18, Subpart **“BT Cloud Voice User Package”** means the CVE Service User package as detailed in the Order.

“BT Price List” means the document containing a list of BT’s charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

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

“Call Sharer Plans” means the products and services detailed in clause 2.5.

“Circuit” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the CVE Service.

“Cloud Voice Smart” means the combination of Cloud Voice Express features as described on BT.com.

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

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a CVE Service.

“Customer Portal” means the BT Business website that allows Users to manage their CVE Service.

“CVE Service” has the meaning given in Paragraph 1.

“Device” means any mobile handset, laptop, tablet or other item of handheld equipment, including all peripherals, excluding SIM Cards and applications, which are in scope of the CVE Service, as set out in the Order.

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

“EULA” has the meaning given in Paragraph 7.6.1.

“General Terms” means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

“Geographical Numbers” means a telephone number in the United Kingdom National Telephone Numbering Plan.

“User” means you or anyone you provide permission to use the CVE Service.

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

“Installation Charges” means those Charges set out in any applicable Order in relation to installation of the CVE Service or any Purchased Equipment, Customer Equipment or BT Equipment as applicable.

“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 Phone” means a compatible device provided as part of the CVE Service.



“Licence” means the entitlement to use the CVE Service or a combination of features as combined in a BT Cloud Voice User Package or BT Cloud Voice User Feature Pack.

“Loaned Equipment” means the telephone handset that BT loans to you as part of the Broadband Service and as set out in your Order.

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

“Minimum Period of Service” means the period of consecutive months beginning on the Service Start Date, as set out in the Order Confirmation.

“Mobile App” means the software provided to allow use of the CVE Service on a compatible mobile phone.

“Monthly Recurring Charges” means the monthly Recurring Charges for the CVE Service and the sum of the Usage Charges for the three full previous months divided by three.

“Non-Return Fee” has the meaning given to it in Paragraph 6.1.5.

“Prompt Care” means the BT Business level of service support whereby you are able to report a fault to BT, Monday to Sunday, 24/7 including bank and public holidays. Once accepted, BT will aim to fix the fault by the end of the next working day (up to 23:59 hours)

“Planned Maintenance” means any Maintenance BT has planned to do in advance.

“Recurring Charges” means the Charges for the CVE Service or applicable part of the CVE Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“Renewal Period” means for each CVE Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“Service Care Levels” means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the Access Line, as set out in Paragraph 11.

“Service Desk” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the CVE Service.

“Service Management Boundary” has the meaning given in Paragraph 4.1.

“Service Options” has the meaning given in Paragraph 3.

“Site” means a location at which the CVE Service is provided.

“Standard Service Components” has the meaning given in Paragraph 2.

“Supplier” means the third party supplier of software, products or services related to or supporting the CVE Service.

“Ticket” means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.

“Usage Charges” means the Charges for the CVE Service or applicable part of the CVE Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the CVE Service, or the number of minutes the CVE Service was used for) with the relevant fee as set out in any applicable Order.

“WEEE” has the meaning given in Paragraph 6.9.1.

“WEEE Directive” has the meaning given in Paragraph 6.9.1.