



Service Schedule for BT Cloud Voice

1. SERVICE DESCRIPTION

1.1 The Service is a hosted voice over internet protocol (VoIP) service providing voice and on-net video, and collaboration facilities. The Service enables the Customer to use the Customer Network to access and utilise the features and functions delivered by the Service.

Users are able to make and receive Calls to other Users as well as access the public switched telephone, mobile and international networks.

The ability to make 999/112 emergency calls is dependent on the adequacy and resilience of the LAN and WAN networks.

User Feature Packs

The Customer will choose from one of the following User Feature Packs:

- BT Cloud Voice Basic
- BT Cloud Voice Connect
- BT Cloud Voice Collaborate

Each User will be assigned a User Feature Pack Licence.

Optional licences

The following optional licences are available for additional functionality:

- User Add-on licences; and
- Site Add-on licences.

The optional licences are subject to additional charges as set out in the BT Price List.

1.2 Details of the Service are set out at <http://business.bt.com/products-and-services> under IP Communications.

1.3 The User Feature Pack and Service options selected by the Customer will be set out in the order or, for changes made after the initial order, as agreed by the parties.

Service Start Date

1.4 The Service Start Date will be the date BT advises the Customer the Service has been activated.

Minimum Period

1.5 Each User Feature Pack Licence has a Minimum Period of either 12, 24, 36 or 60 months. The Minimum Period is specified in the order or, for User Feature Pack Licences added after the initial order, as agreed during the ordering process for the additional licences.

Numbers

1.6 BT will allocate a new number(s) or port existing numbers (subject to porting availability) for use with the Service as set out in the order.

IP Phones

1.7 The Customer will only connect IP phones from the BT Cloud Voice portfolio to the Service.

1.8 The Customer will install and set-up the IP phones and connect them to the Customer's Network so that they are ready for service unless the Customer selects the BT Cloud Voice Onsite Installation option.

Customer Network

1.9 The Customer will provide:

- (a) a suitably enabled Access Service with sufficient bandwidth to support the Customer's voice and data usage and service level requirements;
 - (b) a BT Business Broadband router (the minimum requirement is BT Business Hub 5) or, for BTnet, a BTnet router;
 - (c) a suitable Local Area Network infrastructure (with a minimum of CAT5e structured cabling); and
 - (d) IP phones,
- for use with the Service.

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- The Access Service, equipment and cabling referred to above are not included in the Service.
- 1.10 The Customer acknowledges and agrees that changes to the Customer's voice and data usage may result in changes being required to the Customer's Network, including the need for additional bandwidth. The Customer will be responsible for paying any charges associated with such changes.
- ## 2. SERVICE LEVELS
- ### Fault Repair and Service Care Levels
- 2.1 The Customer will report any faults in the Service by telephoning the number specified by BT.
- 2.2 The Customer will at the time of the report provide BT with a contact telephone number to enable BT to update the Customer on the progress being made to clear the fault.
- 2.3 In accordance with Clause 2.10 of the Conditions and subject to Clauses 2.4 and 5.46 of this Schedule, BT will respond to any reported faults in the Service in accordance with the Prompt Care Service Level unless the Customer has selected the Total Care Service Level option and this is specified in the order or Confirmation Email. Details of the Service Care Levels are set out in the BT Price List.
- 2.4 Notwithstanding anything to the contrary in the BT Price List, BT will aim to respond and aim to correct faults in accordance with the applicable Prompt and Total Care Service Care Levels as amended for the Service.
- 2.5 Following initial fault diagnosis by BT, faults that in BT's opinion are not attributable to the Service will be referred back to the Customer.
- ## 3. SECURITY AND USE OF THE SERVICE
- ### Security
- 3.1 The Customer acknowledges that use of the Service, like other network-based services, carries certain security risks to the systems and networks of the Customer, BT and third parties, including misuse, unauthorised access, alterations, theft, fraud, destruction, corruption and attacks.
- 3.2 The Customer will, at its own expense, take security measures including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions to protect from the risks set out in Clause 3.1 of this Service Schedule, the Service (including the Portal), Calls made over the Service and the Customer Network (including mobile devices), data and systems used in connection with the Service that are in the Customer's control.
- 3.3 If any Customer Equipment is lost, stolen or likely to be used in an unauthorised manner:
- (a) the Customer will immediately inform BT; and
 - (b) BT and the Customer will agree on the action to be taken including changing passwords and/or suspension of the Service.
- ### Use of the Service
- 3.4 The Customer will not allow the Service to be used in any way that does not comply with any instructions BT has given to the Customer or in breach of this Contract and must not attempt to circumvent any security measures.
- 3.5 The Customer will use the Service in the UK only.
- ## 4. CHARGES
- ### General
- 4.1 Subject to Clause 5 of the Conditions, the Customer will pay the charges for the Service which are set out or referred to in the order and / or charges schedule and / or the BT Price List.
- 4.2 The Customer will select a:
- (a) BT Cloud Voice UK Sharer Plan; and
 - (b) BT Cloud Voice International Sharer Plan.
- 4.3 During the first 12 months of the Service, measured from the Service Start Date, the Customer may change to a Call Sharer Plan option with a higher number of minutes per calendar month but not to one with a lower number of minutes per calendar month.

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4.4 Payment is due within 28 days of the date of BT's bill or, if payment is made by direct debit or monthly payment plan, by the due date specified on BT's bill.

4.5 The Customer will be responsible for and will pay all call charges for the Service including any call charges associated with unauthorised use by the Customer, its Users or any third parties.

4.6 The payment processing fee (if applicable) is specified in the BT Price List.

4.7 Clause 4.13 of the Conditions will not apply to this Service unless otherwise agreed with the Customer.

Cancellation Charges

4.8 The cancellation charge referred to in Clause 6.1 of the Conditions is set out in the BT Price List.

Early Termination Charges

4.9 The termination charge referred to in Clause 6.5 of the Conditions will be as set out in the BT Price List.

5. ADDITIONAL CONDITIONS

Important – 999 / 112 emergency calls

5.1 The ability to make 999 or 112 emergency calls cannot be guaranteed.

5.2 999 or 112 emergency calls may fail if there is a failure of mains power or Access Service.

5.3 It will not be possible to make 999 or 112 emergency calls:

(a) from a mobile device using the Service (but 999 or 112 calls may be possible over the mobile network); or

(b) if BT has suspended or interrupted the Service for any reason.

5.4 Wherever possible the Customer should consider an alternative means to support emergency calls should the service not be available due to the conditions set out in Clauses 5.2 or 5.3 above.

5.5 Every network number is registered to a Site address in the Customer's network. If a 999 or

112 emergency call is made the location information received by the emergency services will be the Site address. If a network number is reallocated to a different Site it will take several days to update the location information with the new registered Site address details. The Customer acknowledges and agrees that until the location information received by the emergency services is updated the location information received by the emergency services will be the registered Site address before the network telephone number was reallocated.

Web portal

5.6 BT will provide the Customer with access to the Portal.

5.7 The Customer will be responsible for providing suitable computer hardware, software, and telecommunications equipment and services, necessary to access and use the Portal.

5.8 Equipment or services used by the Customer to access, view or use the Portal will be technically compatible and not harm BT's network, the Portal or another customer's equipment.

5.9 The Customer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Portal or any part of it.

5.10 The Customer agrees to details of the Customer's BT Cloud Voice Service, including configuration information, being accessible on-line via the Portal.

5.11 BT will not guarantee that the Portal will be available at all times or will be fault free. BT will try to provide uninterrupted access to the Portal, but the Customer understands and agrees that from time to time faults may occur.

5.12 Occasionally, for commercial or operational reasons including the provision of service enhancements and/or software upgrades, BT may at any time:

(a) change the access arrangements or URLs given to the Customer, provided that if BT deems it appropriate, BT will notify the Customer (which may be by notice published on the Portal) within a reasonable time before the event;

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- (b) change, without notice, the performance or functionality of the Portal including all information, materials and Content, or the way BT provides the Portal; or
- (c) without notice, interrupt or suspend access to the Portal. If this happens BT will restore access as quickly as possible.

Suspension and termination of access to the Portal

5.13 BT may, at BT's sole discretion and without notice, suspend the Customer's access to or use of the Portal, or any part of the Portal, in the event that BT believes the Customer is, or may be, in breach of this Contract or any other contract with BT.

5.14 The Customer's access to the Portal will automatically terminate on termination of the Contract.

System Administrator

5.15 The Customer will appoint a System Administrator who will be responsible for service management and administration.

5.16 The Customer will, without delay, inform BT:

- (a) of the name and contact details of the System Administrator; and
- (b) if a new System Administrator is appointed.

5.17 The Customer acknowledges and accepts that the System Administrator will be given access to the Portal.

5.18 The System Administrator will use the Portal for service management and administration including:

- (a) service configuration;
- (b) User account set-up including password management and provision of administration rights; and
- (c) suspension or deletion of User accounts that should not be active.

5.19 The System Administrator will:

- (a) follow, and will be responsible for ensuring that Users follow, best business practice for password security and management;
- (b) allow administration rights only to those Users who need them, conduct regular audits and take action to remove rights as necessary; and
- (c) immediately delete a User account if it is no longer required.

5.20 The Customer acknowledges and agrees that the actions set out in Clause 5.19 of this Schedule are necessary to reduce the risks set out in Clause 3.1 of this Schedule.

Software and documents

5.21 Where Software is provided, the Customer will not:

- (a) transfer, assign or sublicense the Software to any other person, organisation or entity;
- (b) attempt to create any derivative version of it; or
- (c) decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form.

5.22 BT may update the Software during the Contract. The Customer agrees to download the updated Software in accordance with BT's instructions, as soon as BT informs the Customer to do so. Failure to do so may impair the Customer's ability to use the Service. The terms and conditions of this Contract will apply to any updated Software.

5.23 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer will not, without BT's prior written consent, copy manuals or documentation or permit anyone else to do so.

Provision of Apps

5.24 BT may make Apps available for use with the Service.

5.25 The Customer acknowledges and agrees that Users will be required to enter into separate contracts to download and / or use any Apps made available.

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5.26 BT may withdraw an App(s), at any time, without notice.

5.27 Prompt Care and Total Care Service Care Levels do not apply to Apps. Software support for Apps will be provided in accordance with the terms and conditions applicable to the App.

5.28 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party in connection with or arising out of a breach by one or more Users of:

- (a) the contracts referred to in Clause 5.25;
- (b) applicable laws; or
- (c) any rights of another person or entity.

Music on Hold

5.29 BT will provide the Customer with a Music on Hold feature which provides a continuous broadcast of music to callers in a queue or on call hold.

Customer Provided Content

5.30 Where the Customer provides Content for Music on Hold the provisions set out below will apply.

5.31 The Customer

- (a) warrants that it has obtained in writing all necessary rights, clearances and permissions to allow BT to provide Music on Hold using the Content including but not limited to any associated copying, storage, streaming or playing of the Content; and
- (b) will be responsible for obtaining any necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any other copyright holder and pay any royalties or other charges to use any Content for Music on Hold.

5.32 BT may, without notice, delete the Customer provided Content and /or:

- (a) replace it with non-infringing Content; or
- (b) disable the Music on Hold feature

if the Customer provided Content is the subject of a claim of infringement of any Intellectual Property Rights or breach of any licensing requirement or if BT reasonably believes that the Customer provided Content is likely to become the subject of such a claim,

5.33 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party arising from any breach of Clause 5.31 of this Schedule. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

BT Provided Content

5.34 Notwithstanding Clause 3.9(b) of the Conditions, the Customer may use Content provided by BT for Music on Hold.

5.35 Where BT provides the Customer with Content for Music on Hold the provisions set out below will apply in addition to any provisions set out in the Conditions.

5.36 BT will provide a single music on hold track, which may only be used by the Customer at one Site.

5.37 BT will provide Content which will be copyright free and exempt from all relevant usage fees as set out in paragraph (b) below.

5.38 BT will:

- (a) obtain all necessary rights, clearances and permissions to allow it to provide Music on Hold using the Content provided by it, including but not limited to any associated copying, storage, streaming or playing of the Content; and
- (b) obtain any necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any other copyright holder and pay any royalties or other charges to use any Content for Music on Hold.

Professional Recording

5.39 BT will provide the Customer with a Professional Recording feature which includes the options set out below.

5.40 Bespoke On Hold Messaging will include:

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- (a) customised on hold message production recorded by a professional voice over artist;
- (b) up to 300 words provided;
- (c) a single copyright free music on hold track, which may only be used by the Customer at one Site; and
- (d) voice and music mixed on hold messages.
- 5.41 Bespoke Call Centre Messaging will include:
- (a) customised auto attendant, entrance, comfort and personal greeting messages recorded by a professional voice over artist; and
- (b) up to 300 words provided.
- 5.42 BT will provide
- (a) the Customer with access to an on-line portal from which they can provide script details for Bespoke On Hold Messaging and select a choice of professional voice over artist;
- (b) a monthly management dashboard report, reporting on all historic orders and fault reports; and
- (c) the Customer with the finished recording(s) electronically, in the correct format with instructions on how to upload the file to their Cloud Voice Service.
- 5.43 BT will:
- (a) obtain all necessary rights, clearances and permissions to allow it to provide the Professional Recording option using the Content provided by it, including but not limited to any associated copying, storage, streaming or playing of the Content; and
- (b) obtain any necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any other copyright holder and pay any royalties or other charges to use any Content for the Professional Recording option.
- Training**
- 5.44 BT will provide a range of Cloud Voice training courses as set out below.
- 5.45 BT or an authorised Third Party will deliver the training as detailed in the Order Form.
- 5.46 BT will provide the following types of training:
- (a) Web based training;
- (b) Face to face training and
- (c) Bespoke training for Customer implementation
- 5.47 BT will provide training on the following areas:
- (a) Quick Start -an introduction to BT Cloud Voice features
- (b) Core Telephony Features
- (c) Call Handling & Phone Features
- (d) Voicemail, Voice Portal and Auto Attendant
- (e) Remote Working (Shared call Appearance, Hot Desking, Using Applications etc.)
- (f) Receptionist Console
- (g) Call Logging and Call Recording
- (h) An Introduction to Site Administration
- (i) Call Centre
- (j) CRM Integration
- Operational changes**
- 5.48 BT may make the operational changes referred to in Clause 3.11 of the Conditions without notice. BT may give notice of such changes on the Portal.
- Additional User Feature Pack Licences**
- 5.49 The Customer may apply to add a User Feature Pack Licence(s) to the Contract at any time. The additional User Feature Pack Licence(s) will be subject to a Minimum Period as agreed at the time the order is placed. The Minimum Period for the additional User Feature Pack Licence(s) will commence at the time the order is accepted by BT.
- Number Porting**

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- 5.50 Where the Customer wishes to port numbers commencing with 01 or 02 to BT, the Customer will:
- (a) provide BT with full and accurate details of the number(s) to be ported; and
 - (b) be responsible for reaching any commercial agreement with the suppliers of the services to which those numbers apply, including terminating those services and the payment of any associated early termination charges.
- 5.51 BT will provide the Customer with a Port Date.
- Number Porting Compensation Scheme**
- 5.52 If BT fails to port the number on or before the Port Date, the Customer may claim daily rate compensation equal to the Customer's User Feature Pack monthly rental charge (excluding VAT) divided by 30 and multiplied by 1.5 for each whole or part day BT is late in porting the number.
- 5.53 The Customer will not be entitled to claim as set out Clause 5.52 of this Schedule:
- (a) where BT has agreed to number porting during the periods 6pm to 8am Monday to Friday (inclusive), and 8am to 6pm Saturday; or
 - (b) if in BT's reasonable opinion:
 - (i) someone other than BT (including but not limited to the previous service provider) causes a delay or prevents BT from porting the number;
 - (ii) the network connection is not ready for use;
 - (iii) BT asks for access to the Site and the Customer does not allow this;
 - (iv) BT reasonably asks for other help and the Customer does not provide it;
 - (v) BT is unable to contact the Customer;
 - (vi) the number has been ported by the Port Date but the
- Service Start Date has been delayed for other reasons; or
- (vii) BT's failure is due to matters beyond its reasonable control as set out in Clause 9 of the Conditions.
- 5.54 The Customer must make any claim within 90 days of BT confirming that the delayed number port has been completed.
- 5.55 Claims must be made by phone to 0800 389 0537 or as otherwise advised by BT.
- 5.56 BT will normally deduct any amount that BT owes to the Customer under Clause 5.52 of this Schedule from the Customer's bill.
- Limits of Liability**
- 5.57 The limit of liability under Clause 7.2 of the Conditions will be:
- (i) £250,000 for loss of or damage to physical property; and
 - (ii) the total amount (excluding VAT) owed to BT by the Customer in relation to the Service in the 12 months immediately preceding the date when the matter (and all related matters) giving rise to the claim first occurred for all other direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months.
- 5.58 BT's sole liability for the failures detailed in the Number Porting Compensation Scheme is limited to the amounts payable to the Customer as set out in Clause 5.52 of this Schedule. Any amounts will reduce by the same amount BT's limit of liability under Clause 5.57 of this Schedule.
- 5.59 BT accepts no liability for failure to repair faults in accordance with timescales for Prompt and Total Service Care Levels set out in the BT Price List.
- Resale**
- 5.60 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

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Automatic termination of Contract

5.61 BT may automatically terminate this Contract (without notice) if the Customer's contract for the Access Service used with the Service is terminated. Early termination charges will be payable if this results in the Service being terminated during the Minimum Period of one or more User Feature Pack Licences unless the contract for the Access Service is terminated for the reasons set out in Clause 6.5 (a) to (d) of the Conditions for BT Business Services associated with that contract.

BT Price List

5.62 It will be the responsibility of the Customer to review the BT Price List periodically. BT recommends that the review of the BT Price List is carried out by the Customer no less than every 30 days.

Contractual Documents

5.63 The definition of Contract set out in the Conditions is amended as follows:

Contract means, in order of precedence:

- the Service Schedule;
- the Conditions for BT Business Services;
- the order;
- the BT Price List; and

any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.

5.64 The definition of Minimum Period set out in the Conditions is amended as below:

Minimum Period means the intended minimum period over which the Service will be provided as stated in the Service Schedule, or the order form, and measured from the Service Start Date unless otherwise stated in the Service Schedule.

6. DEFINITIONS

In this Service Schedule the following term, in addition to those stated in Clause 10 of the Conditions, has the meaning shown next to it:

Access Service BT Business Broadband, BT Business Infinity or BTnet.

App(s) a piece of software that can run on the internet, personal computer, mobile phone or other electronic device.

BT Price List the document containing a list of BT's charges and terms which can be seen at: <http://www.bt.com/pricing> (or any other on-line address that BT may advise the Customer) and which forms part of the Contract.

Call(s) a signal, message or communication that is silent, spoken or visual.

Call Sharer Plan the BT Cloud Voice UK Sharer Plan and /or BT Cloud Voice International Sharer Plan (or both) as set out in the BT Price List.

Confirmation Email an email sent by BT to the Customer to confirm the details of the Customer's order.

Customer Network the Customer's communications network including any equipment, LAN, intranet services or software that is owned or controlled by the Customer and not part of the Service.

LAN the Customer's local area network including but not limited to structured cabling, LAN switches and firewalls.

Portal the BT Cloud Voice on-line web portal for the Customer to use for service management and administration.

Port Date the date provided by BT to the Customer when the Customer's existing 01 or 02 telephone number will be ported and the Service made available to the Customer by BT on that number.

Service the BT Cloud Voice service or part of the service detailed in this Schedule.

System Administrator the person(s) appointed by the Customer to carry out service management and administration.

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User Feature Pack	means: <ul style="list-style-type: none">• BT Cloud Voice Basic;• BT Cloud Voice Connect; or• BT Cloud Voice Collaborate
User Feature Pack Licence	a licence acquired by the Customer to enable a User to use the Service.
WAN	means wide area network which includes the Access Service or any other network through which the Customer connects to the Service.