

Business Review Consulting Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either of us', 'neither of us', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

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 business review consulting service, comprising the Standard Service Component up to the point of the Service Management Boundary as set out in Paragraph 3 ("**Service**").

2. Standard Service Component

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

2.1 Business review consultant (product code PS5-STR-CON-NH)

2.1.1 BT's business review consulting service will provide you with suitably qualified consulting resource who will work with you either on your Site(s) or remotely (as appropriate). Business review consultants will typically be qualified to TOGAF® 9 Certified level or possess similar skills or experience to a TOGAF® 9 Certified level consultant and will normally undertake primary consulting work with you including conducting current state analysis, managing stakeholder meetings and interviews and providing you with future recommendations.

2.1.2 The business review consultant will typically perform the tasks as set out in Table 1 in Paragraph 12 during the Service Hours.

3. Service Management Boundary

3.1 BT will provide the Service as set out in Parts B and C of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").

3.2 BT will have no responsibility for the Service outside the Service Management Boundary.

4. Service Exclusions

4.1 The Service does not cover work:

4.1.1 at your request outside the Service Hours; or

4.1.2 outside the United Kingdom.

5. Associated Services

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

6. Specific Terms

6.1 Amendments to the General Terms

6.1.1 Clauses 3.2 and 3.3 of the General Terms are deleted.

6.1.2 The definition of Effective Date given in the General Terms is deleted and replaced with the following:

"Effective Date" means the date BT accepts your Order either expressly or, in the absence of express acceptance, impliedly by BT's provision of the Service including the making of a commitment on any third party supplier by BT in anticipation of providing the Service.

6.2 Termination for convenience

Regardless of what it says in Clause 17 of the General Terms, you cannot terminate for convenience the Contract, the Service or any applicable Order.

6.3 Customer Committed Date

- 6.3.1 If you request a change to the Service or any part of the Service, BT may revise the Customer Committed Date to accommodate that change.
- 6.3.2 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

6.4 TUPE

It is not intended that the provision of the Service be a relevant transfer of an undertaking under the Transfer of Undertakings (Protection of Employment) Regulations 2006 as updated, amended or replaced from time to time (“TUPE”) and that the provisions of TUPE will not apply at the start of the Service.

6.5 Freedom of information

- 6.5.1 BT will mark any Confidential Information given to you in connection with the Contract “In Confidence” and you will not disclose such Confidential Information to any person without BT’s consent.
- 6.5.2 BT believes that such information will be exempt from the duty to confirm or deny, and from disclosure, under the Freedom of Information Act 2000.
- 6.5.3 Where you receive a request in accordance with the Freedom of Information Act 2000 that encompasses any information you hold in connection with the Contract, you will provide BT Notice, to the extent lawfully possible, of the request and you will allow BT at least 10 Business Days in which to make representations.

Part B – Service Delivery and Management

7. BT's Obligations

7.1 Service delivery

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

- 7.1.1 provide you with contact details so that you will be able to contact BT to ask questions about the Service;
- 7.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and which 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; and
- 7.1.3 provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

7.2 During operation

On and from the Service Start Date, BT will provide the Service to you as set out in this Schedule.

8. Your Obligations

8.1 Service delivery

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

- 8.1.1 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;
- 8.1.2 provide BT with any information reasonably required without undue delay;
- 8.1.3 complete any preparation activities that BT may request to enable you to receive the Service, promptly and in accordance with any reasonable timescales; and
- 8.1.4 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s).

8.2 During operation

On and from the Service Start Date, you will:

- 8.2.1 provide appropriate Site induction on the Service Start Date;
- 8.2.2 provide BT with reasonable and timely access to the Site(s) and your personnel for the purposes of the Contract.

9. Invoicing

- 9.1 BT will invoice you for the Charges for the Service as set out in Paragraph 9.2 in the amounts and currency as set out in any applicable Order. Unless set out otherwise in any applicable Order, Charges will be inclusive of all travel and expenses.
- 9.2 Unless set out otherwise in any applicable Order, BT will invoice you for the full Charges when BT has completed the work, or where the work is estimated to take longer than one month, monthly in arrears starting from the Service Start Date.

- 9.3 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- 9.3.1 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
 - 9.3.2 additional Charges where you request additional services or where, in BT's reasonable opinion, such Charges are necessary as a result of your instructions, or the incompleteness or inaccuracy of information provided by you. BT will let you know in writing of these additional Charges.

10. Charges at the End of the Contract

- 10.1 On expiry of the Service you will pay BT:
- 10.1.1 all outstanding Charges for Service rendered;
 - 10.1.2 any additional amounts due under the Contract; and
 - 10.1.3 any other Charges as set out in any applicable Order.

11. Service Amendment

- 11.1 You may request, by giving BT Notice, a change to:
- 11.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 11.1.2 the Service at any time after the Service Start Date.
- 11.2 If you exercise your right in accordance with Paragraph 11.1, and except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- 11.2.1 the likely time required to deliver the changed Service; and
 - 11.2.2 any changes to the Charges due to the changed Service.
- 11.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 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.
- 11.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

Part C – Service Levels

12. Product Codes and Services

12.1 The product code shown in the first column of the table below will correspond to the product code as set out in any applicable Order.

12.2 The Service does not include any Service Credits.

Table 1

Product Code and Descriptor	SERVICES		
	Service Hours	Typical Qualifications / Skills	Typical Tasks Undertaken
PSS-STR-CON-NH (Business Review Consultant Normal Hours)	Business Days, 9am to 5:30pm	TOGAF® 9 Certified level or equivalent skill-set	<ul style="list-style-type: none"> Analyst research and SWOT analysis Business priority definition and goal mapping Develop transformation roadmaps based on target state recommendations

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):

“**Customer Committed Date**” means the date provided by BT on which delivery of the Service (or each part of the Service, including to each Site) is due to start.

“**Customer Contact**” means any individuals authorised to act on your behalf for Service management matters.

“**Effective Date**” has the meaning given in Paragraph 6.1.2.

“**General Terms**” means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

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

“**Service Hours**” means the hours of operation for each Service as set out in Table 1 in Paragraph 12.

“**Service Management Boundary**” has the meaning given in Paragraph 3.1.

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

“**SWOT**” means strengths, weaknesses, opportunities and threats.

“**Term**” means the period of time over which BT will provide the Service as set out in any applicable Order, beginning on the Service Start Date and ending at the end of Service Hours on the last day.

“**TOGAF® 9 Certified**” means certified as competent in the use of the enterprise architecture methodology and framework published by The Open Group. TOGAF® is a registered trademark of The Open Group.

“**TUPE**” has the meaning given in Paragraph 6.4.