

Service Delivery Management 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 the service delivery management 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 Service delivery management

2.1.1 The service delivery manager ("**SDM**") will act as your point of contact within BT's organisation and will manage the service(s) BT provides to you at the operational level. SDMs will usually hold an ITIL® Foundation Certificate in IT Service Management or above, or possess similar skills or experience.

2.1.2 Service delivery management is available between 9am and 5pm on Business Days ("**Service Hours**").

2.1.3 SDMs will normally:

- (a) manage your service(s) on a day to day basis to ensure service levels are met;
- (b) be your single point of contact for service related questions, advice, or issues and also for escalation of operational matters;
- (c) conduct regular service reviews, either face to face or by telephone;
- (d) maintain a service risk register that identifies any potential risks to the service(s) along with any mitigating actions;
- (e) work with you to continually improve your service(s) through formulation of a continual service improvement plan;
- (f) organise annual service reviews with BT's head of service management or a nominee selected by BT, either face to face or by telephone; and
- (g) measure your satisfaction by conducting periodic surveys.

3. Service Management Boundary

3.1 BT will provide and manage the Service as set out in Part B 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

For the purposes of Clause 17 of the General Terms and subject to Paragraph 10 of this Schedule, either of us may, at any time after the Service Start Date and without cause, terminate the Contract, the Service or any applicable Order by giving 90 days’ Notice to the other.

6.3 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.

6.4 Freedom of information

6.4.1 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.

6.4.2 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.

6.4.3 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.

6.5 Service Credits

The Service does not include any Service Credits.

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 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.

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; and
- 8.1.3 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; and
- 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:

- 9.2.1 Recurring Charges, annually in advance; and
- 9.2.2 any Termination Charges incurred in accordance with Paragraph 10 upon termination of the relevant Service.

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 cancelling the Service in accordance with Clause 16 of the General Terms; 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 inform you in writing of these additional Charges.

10. Charges at the End of the Contract

If you exercise your right in accordance with Clause 17 of the General Terms to terminate for convenience the Contract, the Service or any applicable Order:

10.1 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 or fees as set out in any applicable Order.

10.2 BT will refund to you any money you have paid in advance after first deducting any money due to BT under the Contract.

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 one-time or Recurring Charges.

Part C – Defined Terms

12. 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 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.

“**ITIL® Foundation Certificate in IT Service Management**” means the qualification issued to those who pass the ITIL® foundation level training and examination on the ITIL® practices for information technology service management, published by AXELOS Limited. ITIL® is a registered trade mark of AXELOS Limited.

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

“**SDM**” has the meaning given in Paragraph 2.1.1.

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

“**Service Hours**” has the meaning given in Paragraph 2.1.2.

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

“**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.

“**TUPE**” has the meaning given in Paragraph 6.1.