



Conditions for ICT Partner Solutions – Service Schedule for Phoenix Business Continuity Services

1. Definitions and Interpretation

The following definitions shall apply to the provision of the Service, in addition to those in the General Terms and Conditions.

“BT’s Supplier” means Phoenix IT Services Limited Registered in England no. 01466217, whose registered office is at Technology House, Hunsbury Hill Avenue, Northampton NN4 8QS who has agreed to supply the various services to BT.

“Customer Address” means the Customer’s address shown on the Order Form in respect of which the Service is to be provided.

“Customer Contact” means the name(s) of the individual(s) to contact for service management matters and all requisite contact details as set out in the Order Form.

“Customer Information” means data, information, video, photographs, software and any other materials (in whatever form) of the Customer.

“Disaster” means any unplanned incident which causes the Customer Address or Customer’s equipment at the Customer Address to be inoperable or inaccessible.

“Invocation” means each occasion when there is a Notification to BT which results in the Customer utilising the Service.

“Multiple Disasters” means unplanned and unforeseen events resulting in competing demands for all or part of the contracted Service.

“Notification” means the process for notification of a Disaster as set out in Clause 4.1.

“Recovery Facility” means the equipment specified in the Order Form and other resources to include such things as a chair, desk, phone and PC with a minimum specification of 3Ghz, 1Gb of RAM and 40 Gb of HDD.

“Response Period” means the period during which the Service is provided, commencing on Notification and ending at the time specified in Clause 4.3 below.

“Response Time” means the period of 4 hours after Notification and within which BT will aim to make the Recovery Facility available to the Customer.

“Service” means the Service(s) as described in this Service Schedule.

“Service Centre” means the address specified in the Order Form at which the Recovery Facility will be provided.

“Testing” means use of the whole or part of the Recovery Facility by the Customer for testing purposes pursuant to Clause 5.

“Test Days” means the number of days available each year for Testing as specified in the Order Form.

2. Provision of Service

The Service will be provided by BT to the Customer using BT’s Supplier. For the avoidance of doubt no contractual relationship is intended between the Customer and BT’s Supplier.

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3 Service Description

3.1 The Services

At time of Notification the Customer will have access to one or more of the following options as detailed in the Order Form.

(a) Business Recovery Centre

- (i) BT will use its reasonable endeavours to allow the Customer access to the Recovery Facility at the Service Centre within the Response Time;
- (ii) The Customer will be entitled to use the Recovery Facility and Service Centre for the Response Period;
- (iii) For the avoidance of doubt BT's Supplier will retain exclusive possession and control of the whole of the Service Centre and Recovery Facility. It is agreed that the right of the Customer to use the Service Centre and Recovery Facility will not give the Customer any security of tenure in respect of the Service Centre and Recovery Facility.

(b) Mobile Recovery

- (i) BT will use its reasonable endeavours to commence shipment of the Recovery Facility to the Site address detailed in the Order Form within the Response Time.
- (ii) The Customer will be entitled to use the Recovery Facility for the Response Period.

(c) Relocatable Recovery

- (i) BT will use its reasonable endeavours to commence delivery of the Recovery Facility to the Site address detailed in the Order Form within the Response Time.
- (ii) The Customer will be entitled to use the Recovery Facility for the Response Period.

3.2 Where applicable, BT will provide personnel to reasonably assist the Customer in transferring the Customer's programs and data to the Recovery Facility to enable the Customer to operate its computer systems.

3.3 The Customer will be charged for any of the following items used by BT's Supplier during the Response Period:

- (a) Consumables;
- (b) Telephone and facsimile;
- (c) Communication line;
- (d) Any additional items used by BT's Supplier as a direct result of a written request from the Customer.

4. Disaster Invocation

4.1 The Customer will immediately notify BT by telephone when a Disaster occurs and will confirm such occurrence to BT in writing as soon as reasonably possible.

4.2 Subject to Clause 7, following a Notification BT will make the Recovery Facility available to the Customer within the Response Time.

4.3 The Response Period will continue until the Customer's Site affected by a Disaster becomes operational or upon the expiry of 14 weeks from notification of the Disaster whichever is the sooner.

4.4 Following Invocation, the Customer will use all reasonable endeavours to reoccupy the Customer's Site affected by the Disaster or locate and occupy suitable alternative premises, so as to release the Recovery Facility and Service Centre as soon as possible.

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5. Testing

- 5.1 BT will make the Recovery Facility available to the Customer to enable the Customer to ensure that its procedures and, where applicable, operating systems and application software operate to its satisfaction on the Recovery Facility.
- 5.2 Testing will be for the number of days detailed in the Order Form and scheduled by mutual agreement and in accordance with the procedures advised by BT. Additional testing can be purchased by the Customer.
- 5.3 The Customer acknowledges and accepts that another customer incident equivalent to an Invocation has priority over the Customer's use of the Recovery Facility and Service Centre for Testing and will vacate the Recovery Facility and Service Centre within 2 hours of being requested to do so following a notification of an incident equivalent to an Invocation by another customer.
- 5.4 At the end of Testing, BT will re-initialise all disks used by the Customer during Testing. If the Customer wishes data to be deleted from the disks, the Customer must delete the data before the end of Testing and within the Testing timeframe scheduled.

6. Customer's Obligations

- 6.1 The Customer will at all times operate and maintain the Site and/or Customer's equipment and its installation in a prudent manner and at all times in accordance with good practice and, where applicable, the manufacturer's recommendations.
- 6.2 The Customer warrants that as at the Contract Date the Site and/or Customer's equipment is fully operational and that it has and will continue to keep in force an appropriate maintenance agreement for any equipment on the Site with a suitable maintenance provider.
- 6.3 Prior to any Invocation for failure of the Customer's equipment the Customer will ensure that it has diligently attempted to expedite timely repair or replacement of such failed equipment prior to an Invocation whether under a maintenance agreement or not.
- 6.4 During the Response Period the Customer will:
 - (a) Use the Service Centre and Recovery Facility in a prudent manner in accordance with the applicable manufacturer's recommendations.
 - (b) Ensure that the Service Centre and Recovery Facility is used only by competent trained employees.
 - (c) Supply all consumables for use on the Recovery Facility and at the Service Centre.
- 6.5 The following additional obligations relate to **Mobile Recovery** and **Relocatable Recovery** services; in which case the Customer will:
 - (a) At BT's request grant BT access to the Recovery Facility.
 - (b) Only use in conjunction with the Recovery Facility accessories attachments or items of additional equipment approved by BT.
 - (c) Not remove the Recovery Facility from the Site without the prior written consent of BT such consent not to be unreasonably withheld.
 - (d) Not attempt to adjust, modify or repair the Recovery Facility nor authorise or permit anyone other than BT or its agents to do so without the prior-written consent of BT (such consent not to be unreasonably withheld).
 - (e) Notify BT forthwith if the Recovery Facility requires maintenance or is not operating correctly.
 - (f) Not sell, assign, sub-let, pledge or part with possession or control of or otherwise deal with the Recovery Facility or any interest therein nor purport to do any of such things nor create or allow to be created any mortgage, charge, lien or other encumbrance on the Recovery Facility.

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- (g) Keep the Recovery Facility free from distress, execution or any other legal process and shall forthwith give to BT notice of any claim or threatened claim to the Recovery Facility by any third party.
- (h) In relation to **Mobile Recovery** only; ensure the availability of electrical supplies, telecommunications facilities, environmental conditions, cabling, space and other services and materials reasonably specified by BT and will generally prepare for readiness of its premises at the location where the Recovery Facility is to be installed; and, provide at its own expense all appropriate power and telecommunications facilities to enable the Services to be rendered by BT or BT's Supplier to the Customer or alternatively will pay the cost of all fuel used in generating electricity and telecommunications charges required for the operation of the Business Continuity Service.
- (i) In relation to the **Relocatable Recovery** service only; provide adequate space and security to house the Recovery Facility; and, ensure the availability of such electrical supplies, telecommunications facilities, environmental conditions, cabling and other services and materials reasonably required by BT and will generally prepare for readiness of its premises at the location where the Recovery Facility is to be installed. If the Customer is unable to provide electrical supplies then BT will provide generators for the purpose of providing power to the Recovery Facility only provided the Customer requests this at time of Invocation. BT will charge the Customer for providing such generators.

7. Multiple Disasters

7.1 The Service is provided on a syndicated basis to multiple customers that have equal call upon the same facilities and equipment. It is therefore acknowledged that;

- (a) BT cannot guarantee that there will not be competing demands for the Service. If Multiple Disasters occur another customer may already have invoked all or part of the Service and it may therefore not be possible for BT to make it available (all or in part) to the Customer.
- (b) Neither BT nor BT's Supplier will be liable if, due to Multiple Disasters, the Service is not available to the Customer, but it will use its reasonable endeavours to make available an alternative Recovery Facility from BT's Supplier's portfolio. BT will enter discussions with all customers requiring services that are not available due to a Multiple Disaster with a view to accommodating such requirements in as short a time scale as reasonably possible and will treat all affected customers in a fair and equitable manner in such situations.
- (c) During Multiple Disasters the Customer will co-operate with BT's reasonable efforts to provide disaster recovery services to other customers.
- (d) At the Customer's request BT will provide an annual voluntary supplier risk declaration statement in respect of the level of syndication relating to the Service Centre.

8. Charges

8.1 The charges are set out in the Order Form.

8.2 BT will invoice the Customer annually in advance in accordance with Clause 8 of the General Terms and Conditions.

9. Minimum Period of Service

9.1 The Minimum Period of the Service will be 12, 36 or 60 months as set out in the Order Form.

10. Termination Charges

10.1 In the event that Clause 19.4 of the General Terms and Conditions applies then the applicable termination charges, by way of compensation, will be the charges for the complete annual service charge for the remainder of that year of the Contract.