



BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T Service

1 SERVICE SUMMARY

BT will provide you with either a cloud-based voice over internet (VoIP) service or a combination of the cloud-based voice over internet (VoIP) service and a SIP based service with an onsite PBX, enabling you to combine the traditional PBX functionality together with the flexibility of cloud-based services such as voice, on-net video and collaboration facilities, 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 ("**BT Cloud Voice and Cloud Voice SIP-T 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 User Feature Pack Licence

- 2.1.1 **BT SIP-T Essentials:** BT will provide a User Feature Pack Licence for each SIP trunking PBX User that will enable them to make and receive voice calls over an internet connection in the UK.
- 2.1.2 **BT Cloud Voice Licence:** BT will provide one of the following User Feature Pack Licences for each Hosted Cloud User:
 - (a) **BT Cloud Voice Basic;**
 - (b) **BT Cloud Voice Connect;** or
 - (c) **BT Cloud Voice Collaborate.**

2.2 **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 BT Cloud Voice and Cloud Voice SIP-T Service.

2.3 **Geographical Number:** BT will allocate new Geographical Number (s) or port existing Geographical Number(s) to you in accordance with Paragraph 7.18.

3 SERVICE OPTIONS

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

- (a) User Add-on Licences;
- (b) Site Add-on Licences;
- (c) BT Cloud Voice Training;
- (d) Professional Recording;
- (e) Music on Hold;
- (f) Call Sharer Plans;
 - (i) UK Sharer Plan; and
 - (ii) International Sharer plan
- (g) IP Phones;
 - (i) BT Cloud Voice Installation;
 - (ii) LAN Switches; and
 - (iii) Structured Cabling.

4 SERVICE MANAGEMENT BOUNDARY

- 4.1 BT will provide and manage the BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the BT Cloud Voice and Cloud Voice SIP-T Service will operate in combination with any Customer Equipment or other equipment and software.

5 ASSOCIATED SERVICES

- 5.1 You will have the following services in place that will connect to the BT Cloud Voice and Cloud Voice SIP-T Service and are necessary for the BT Cloud Voice and Cloud Voice SIP-T Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 A suitably enabled Access Service with sufficient bandwidth to support your voice and data usage and service level requirements;
 - 5.1.2 A BT Business Broadband router (the minimum requirement is BT Business Hub 5) or, for BTnet, a BTnet router;
 - 5.1.3 A BT supported and maintained IP enabled PBX or a BT SIP Gateway for other PBXs;
 - 5.1.4 LAN infrastructure with a minimum of CAT5e structured cable; and
 - 5.1.5 Phones,(each an “**Enabling Service**”).
- 5.2 If BT provides you with any services other than the BT Cloud Voice and Cloud Voice SIP-T 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 Purchased Equipment

6.1.1 Delivery and Installation of Purchased Equipment

- (a) 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);
- (b) BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order; and
- (c) If agreed between both of us in any applicable Order, BT will install any Purchased Equipment at the applicable Site(s), and test Purchased Equipment to ensure that it is ready for use.

6.1.2 Transfer of Title and Risk

- (a) Where the Purchased Equipment is delivered to a Site:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
 - (ii) where BT delivers or installs 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; and
 - (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

6.1.3 Acceptance of Purchased Equipment

- (a) The Purchased Equipment will be treated as accepted:
 - (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
 - (ii) where BT installs the Purchased Equipment, the Service Start Date.

6.1.4 Warranty

- (a) 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:

- (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
 - (ii) the Purchased Equipment has been modified without BT's written consent;
 - (iii) 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;
 - (iv) 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
 - (v) the Incident is due to fair wear and tear.
- (b) 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 6.1.4(a); and
- (c) 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.

6.1.5 Security

- (a) You are responsible for 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; and
- (b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

6.1.6 Software Licence

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

6.2 WEEE Directive

6.2.1 You are responsible under 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").

6.2.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.2 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

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

6.3 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.

6.4 Sale of Goods

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

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**
- 7.2.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the BT Cloud Voice and Cloud Voice SIP-T Service in accordance with the Contract:
- (a) BT will continue to provide the BT Cloud Voice and Cloud Voice SIP-T Service;
 - (b) the Charges applicable during the Minimum Period of Service will cease to apply and BT will invoice you the Charges set out in the BT Price List from expiry of the Minimum Period of Service; and
 - (c) both of us will continue to perform each of our obligations in accordance with the Contract.
- 7.2.2 If either of us gives Notice to the other of an intention to terminate the BT Cloud Voice and Cloud Voice SIP-T Service, BT will cease delivering the BT Cloud Voice and Cloud Voice SIP-T Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 7.3 Termination of Contract**
- 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 BT Cloud Voice and Cloud Voice SIP-T Service or any applicable Order by giving 28 days' Notice to the other.
- 7.3.2 BT may terminate the BT Cloud Voice and Cloud Voice SIP-T Service if your separate contract with BT for Access Service is terminated for any reason.
- 7.4 Customer Committed Date**
- 7.4.1 If you request a change to the BT Cloud Voice and Cloud Voice SIP-T Service or any part of the BT Cloud Voice and Cloud Voice SIP-T Service, including any Purchased Equipment or any IP Address location, then BT may revise the Customer Committed Date to accommodate that change.
- 7.4.2 BT may expedite delivery of the BT Cloud Voice and Cloud Voice SIP-T 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;
 - (b) inform BT immediately of any changes to those locations; and
 - (c) configure your PBX to accurately convey correct calling number locations.
- 7.5.2 BT will not guarantee your ability to use the BT Cloud Voice and Cloud Voice SIP-T Service to make emergency calls at all times, including where:
- (a) there is a failure of mains power, Access Line or Access Service;
 - (b) you are accessing the BT Cloud Voice and Cloud Voice SIP-T Service from a mobile device and are not using the mobile network; or
 - (c) BT has suspended or interrupted the BT Cloud Voice and Cloud Voice SIP-T 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 Where BT makes available Software for you to use with the BT Cloud Voice and Cloud Voice SIP-T Service, you will be required to enter into an end user licence agreement in the form set out at any web-link or other location

that BT or the Software supplier may notify to you, as may be amended or supplemented from time to time (“EULA”).

- 7.6.2 By accepting the terms of the EULA, you agree to observe and comply with it for any and all use of the BT Cloud Voice and Cloud Voice SIP-T Service.
- 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 BT Cloud Voice and Cloud Voice SIP-T Service upon reasonable Notice, and:
 - (a) you will pay the Charges that are payable for the BT Cloud Voice and Cloud Voice SIP-T Service until the BT Cloud Voice and Cloud Voice SIP-T Service ends; and
 - (b) BT may charge a re-installation fee to start the BT Cloud Voice and Cloud Voice SIP-T Service again.
- 7.6.4 You are responsible in accordance with the terms of the EULA for the use of the Software.
- 7.6.5 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 Software supplier.
- 7.6.6 You will deal with the Software supplier with respect to any loss or damage suffered by you or the Supplier under the EULA and any loss or damage will not be enforceable against BT.
- 7.6.7 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 IP Addresses, Domain Names and Telephone Numbers

- 7.7.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the BT Cloud Voice and Cloud Voice SIP-T Service will at all times remain BT’s property or the property of BT’s suppliers and are non-transferable.
- 7.7.2 All of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the BT Cloud Voice and Cloud Voice SIP-T Service.
- 7.7.3 BT cannot ensure that any requested Domain Name is available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 7.7.4 You warrant that you are the owner of, or are authorised by the owner of, the trade mark or name that you wish to use as a Domain Name.
- 7.7.5 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.
- 7.7.6 You will not own any telephone number related to the BT Cloud Voice and Cloud Voice SIP-T Service and, apart from your right to number portability where you change communications provider, all your rights to use telephone numbers will cease on termination or expiration of the BT Cloud Voice and Cloud Voice SIP-T Service.

7.8 Invoicing

- 7.8.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order or the BT Price List:
 - (a) Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
 - (b) Recurring Charges, except Usage Charges, monthly or quarterly in arrears (depending on your billing frequency) and for any period where the BT Cloud Voice and Cloud Voice SIP-T Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (c) Usage Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
 - (d) 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;
 - (e) De-installation Charges within 60 days of de-installation of the BT Cloud Voice and Cloud Voice SIP-T Service; and
 - (f) any Termination Charges incurred in accordance with Paragraph 7.10 upon termination of the relevant Service.
- 7.8.2 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 commissioning the BT Cloud Voice and Cloud Voice SIP-T Service in accordance with Paragraph 8.2 outside of Business Hours;
- (c) Charges for expediting provision of the BT Cloud Voice and Cloud Voice SIP-T Service at your request after BT has informed you of the Customer Committed Date;
- (d) Charges for late payments; and
- (e) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

7.9 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 Cancellations Charges as set out in Section 56, Part 18 of the BT Price List.

7.10 Termination Charges

7.10.1 If you terminate the Contract, the BT Cloud Voice and Cloud Voice SIP-T Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms, you will pay BT:

- (a) all outstanding Charges for service rendered;
- (b) any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
- (c) any additional amounts due under the Contract;
- (d) any other Charges as set out in any applicable Order or the BT Price List; and
- (e) any charges reasonably incurred by BT from a supplier as a result of the early termination.

7.10.2 In addition to the Charges set out at Paragraph 7.10.1 above, if BT terminates during the Minimum Period of Service because your separate contract for Access Service has been terminated or you terminate during the Minimum Period of Service, you will pay BT:

- (a) for any parts of the BT Cloud Voice and Cloud Voice SIP-T 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; and
 - (ii) 50 per cent of the Recurring Charges for the remaining months, other than the first 12 months of the Minimum Period of Service; and
- (b) any waived Installation Charges;

7.10.3 for any parts of the BT Cloud Voice and Cloud Voice SIP-T Service that were terminated after the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to 50 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service.

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 Access Service was terminated because:

- (a) Clauses 18 and 19 of the General Terms apply; or
- (b) BT terminated the separate contract for Access Service 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 BT Cloud Voice and Cloud Voice SIP-T Service (or part of an Order) at any time before the applicable Service Start Date; or
- (b) the BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T Service; and
- (b) any changes to the Charges due to the changed BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T 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 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 Content for Music on Hold

7.13.1 Where BT provides you with Content for Music on Hold:

- (a) BT will provide you with a single music on hold track for you to use at a Site; and
- (b) the Content for Music on Hold will be copyright free and exempt from all relevant usage fees.

7.13.2 Where you provide Content for Music on Hold, you will:

- (a) obtain in writing all necessary rights, clearances and permissions to allow BT to provide Music on Hold using the Content;
- (b) obtain all necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any copyright holder;
- (c) pay any royalties or other charges to use the Content for Music on Hold; and
- (d) indemnify BT for any Claims, losses, costs or liabilities brought against BT that results from or is connected with your failure to comply with this Paragraph 7.13.2.

7.13.3 Where any Content that you provide for Music on Hold becomes, or BT reasonably believes it is likely to become, the subject of a Claim of infringement of any third party's Intellectual Property Right or breach of any licensing requirement, BT may:

- (a) delete the Content and replace the deleted Content with non-infringing Content; or
- (b) disable the Music on Hold feature.

7.14 Resale

The BT Cloud Voice and Cloud Voice SIP-T 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.

7.15 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.

7.16 Standards and Use of Service

7.16.1 Except as set out in Paragraph 7.16.2 BT will use reasonable endeavours to provide you with uninterrupted Service where technically possible, however, the quality and availability of the BT Cloud Voice and Cloud Voice SIP-T Service may be affected by:

- (a) the dimensioning (including number of channels) of the Access Service to support your voice and data usage; and
- (b) configuration and performance of any Customer Equipment.

7.16.2 If you have purchased 4G Assure as part of your Access Service BT will not be responsible for the quality and availability of the BT Cloud Voice and Cloud Voice SIP-T Service when used over 4G Assure.

7.16.3 You will only use the BT Cloud Voice and Cloud Voice SIP-T Service in the United Kingdom.

7.17 **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.

7.18 **Geographical Number Porting**

7.18.1 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;

7.18.2 BT will provide you with a Port Date; and

7.18.3 BT will port the Geographical Number (s) on the Port Date.

7.19 **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.

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 BT Cloud Voice and Cloud Voice SIP-T Service, BT:

- 8.1.1 will provide you with contact details for the Service Desk;
- 8.1.2 will 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 BT's obligations under this Contract;
- 8.1.3 will, 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) where 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 BT Cloud Voice and Cloud Voice SIP-T Service to the affected Site(s) and BT will have no obligation to provide the BT Cloud Voice and Cloud Voice SIP-T Service,and BT may raise a Charge for any reasonable costs incurred as a result of the survey in accordance with Clause 16 of the General Terms;
- 8.1.4 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date; and
- 8.1.5 if you selected BT Cloud Voice Installation, install and set-up the IP Phones.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the BT Cloud Voice and Cloud Voice SIP-T Service;
- 8.2.2 conduct a series of standard tests on the BT Cloud Voice and Cloud Voice SIP-T Service to ensure that it is configured correctly;
- 8.2.3 connect the BT Cloud Voice and Cloud Voice SIP-T Service to each Enabling Service; and
- 8.2.4 on the date that BT has completed the activities in this Paragraph 8.2, 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 on the BT Network;
- 8.3.2 will maintain a web portal and server to provide you with online access to performance reports;
- 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 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 BT Cloud Voice and Cloud Voice SIP-T 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;
 - (b) change the performance and functionality of the of the Customer Portal including all information, materials and Content; and
 - (c) interrupt or suspend access to the Customer Portal but will restore access as quickly as possible.

8.4 The End of the Service

On termination of the BT Cloud Voice and Cloud Voice SIP-T Service by either of us, BT:

- 8.4.1 will provide configuration information relating to the BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T Service, you will:

- 9.1.1 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;
- 9.1.2 provide BT with any information reasonably required without undue delay;
- 9.1.3 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 BT Cloud Voice and Cloud Voice SIP-T Service;
- 9.1.4 complete any preparation activities that BT may request to enable you to receive the BT Cloud Voice and Cloud Voice SIP-T Service promptly and in accordance with any reasonable timescales;
- 9.1.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 9.1.6 ensure that the LAN protocols and applications you use are compatible with the BT Cloud Voice and Cloud Voice SIP-T Service;
- 9.1.7 prepare and maintain the Site(s) for the installation of Purchased Equipment and supply of the BT Cloud Voice and Cloud Voice SIP-T Service, including:
 - (a) providing a suitable and safe operational environment for any Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance BT Cloud Voice and Cloud Voice SIP-T Services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the BT Cloud Voice and Cloud Voice SIP-T Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the BT Cloud Voice and Cloud Voice SIP-T 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; and
 - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate; and
- 9.1.8 install and connect any phone to your network, unless you have selected the BT Cloud Voice Installation Service Option.

9.2 During Operation

On and from the Service Start Date, you will:

- 9.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 9.2.3 monitor and maintain any Customer Equipment connected to the BT Cloud Voice and Cloud Voice SIP-T Service or used in connection with a BT Cloud Voice and Cloud Voice SIP-T Service;
- 9.2.4 ensure that any Customer Equipment that is connected to the BT Cloud Voice and Cloud Voice SIP-T Service or that you use, directly or indirectly, in relation to the BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T Service and will not harm or damage BT 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;
- 9.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T Service if BT requests you to do so in order to ensure the security or integrity of the BT Cloud Voice and Cloud Voice SIP-T Service.
- 9.2.8 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 9.2.9 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 BT Cloud Voice and Cloud Voice SIP-T Service;
- 9.2.10 inform BT within five Business Days if the number of Users increases by more than 5 per cent from the number of Users as set out in any applicable Order and, in these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionately; and
- 9.2.11 only connect IP phones from the BT Cloud Voice portfolio to the BT Cloud Voice service;

10 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

- 10.1 the Customer Contact will report it to the Service Desk;
- 10.2 BT will give you a Ticket;
- 10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 10.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 10.3.2 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.
- 10.4 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.

Part C – Service Levels

11 SERVICE CARE LEVELS

11.1 From the Service Start Date, BT will provide the BT Cloud Voice and Cloud Voice SIP-T Service with the Service Care Level that you select as set out in the Order in accordance with the below table:

Service Care Level	Description
Total Care	BT will aim to respond to an Incident within four hours and to repair an Incident within 24 hours of you reporting the Incident to BT in accordance with Paragraph 10.
Prompt Care	BT will aim to respond to an Incident within four hours and repair an Incident by 23.59 hours of the next working day after you report it to BT in accordance with Paragraph 10.

- 11.2 BT will provide you with Prompt Care free of charge as part of the BT Cloud Voice and Cloud Voice SIP-T Service.
- 11.3 You may choose to upgrade your Service Level to Total Care which will incur additional Charges as set out in any applicable Order.
- 11.4 The Service Care Levels in Paragraph 11 do not apply to Customer Equipment or Purchased Equipment except the IP Phones purchased from the BT Cloud Voice portfolio.

12 PORT DATE SERVICE LEVEL

12.1 Port Date Service Level

From the Service Start Date, where you have requested BT to port any Geographical Number(s) to BT in accordance with Paragraph 7.17, BT aims to port the Geographical Number (s) on or before the Port Date (“**Port Date Service Levels**”).

12.2 Port Date Service Credits

- 12.2.1 If BT fails to port a Geographical Number by the Port Date, you may claim Port Date Service Credits for each day after the Port Date until the date that Geographical Number is ported at a daily rate equal to the monthly Recurring Charge for the User Feature Pack (excluding VAT) divided by 30 and multiplied by 1.5.
- 12.2.2 You may request Port Date Service Credits within 90 days of BT confirming that the delayed Geographical Number porting has been completed by phoning 08003890537 or as otherwise advised to you by BT. Any failure by you to submit a request in accordance with this Paragraph 12.2.2 will constitute a waiver of any claim.
- 12.2.3 Upon receipt of a valid request for Port Date Service Credit in accordance with Paragraph 12.2.1:
 - (a) BT will issue you with Port Date Service Credits by deducting the Port Date Service Credit from your invoice within two billing cycles of the request being received; and
 - (b) following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Port Date Service Credit in a reasonable period of time.

- 12.3 The Port Date Service Levels and Port Date Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 12.4 The Port Date Service Levels and Port Date Service Credits under this Schedule will not apply:
 - 12.4.1 in the event that Clause 8 or Clause 23 of the General Terms applies;
 - 12.4.2 during any trial period of the BT Cloud Voice and Cloud Voice SIP-T Service; or
 - 12.4.3 where BT has agreed to Geographical Number porting during the periods 6pm to 8am on Business Days and 8am to 6pm on Saturday.

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.

“4G” – means Long Term Evolutions (LTE) and is used for both voice and data services. You may use 4G services when you are in range of a 4G base station.

“4G Assure” means BT’s resilience service that in the event your Access Service fails, will, if you have purchased this service as part of your Access Service, enable you to automatically switch over to the BT 4G network.

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

“Access Service” means BT Business Broadband, BT Business Infinity or BTnet.

“Bespoke Call Centre Messaging” means the Professional Recording option that includes customised auto attendant, entrance, comfort and personal greeting messages recorded by a professional voice over artist of up to 300 words.

“Bespoke on Hold Messaging” means the Professional Recording option that includes customised on hold message production recorded by a professional voice over artist, of up to 300 words and includes a single copyright free Music on Hold track and voice and music mixed on hold messages.

“BT Business Broadband” means a service from BT that provides high speed network access to the Internet, as further described at <https://business.bt.com/products/broadband/>.

“BT Business Infinity” means any of the infinity broadband services from BT with further details set out at <https://business.bt.com/products/broadband/>.

“BT Cloud Voice” means a cloud-based voice over internet (VoIP) from BT that provides voice and on-net video and collaboration facilities, with further details set out at Section 56, Part 18 of the BT Price List.

“BT Cloud Voice and Cloud Voice SIP-T Service” has the meaning given in Paragraph 1.

“BT Cloud Voice Basic” means the BT Cloud Voice User Feature Pack Licence designed for businesses that need a general all-purpose phone and that is suitable for shared use.

“BT Cloud Voice Collaborate” means the BT Cloud Voice User Feature Pack Licence that is designed for businesses with mobile workers who need access to the features of a traditional network while they are on the move and that includes all the features of BT Voice Connect and BT Cloud Voice smartphone app and conferencing facilities.

“BT Cloud Voice Connect” means the BT Cloud Voice User Feature Pack Licence that is ideal for office-based workers who need a full range of call management features and that includes all the features of BT Cloud Voice Basic.

“BT Cloud Voice Installation” means optional onsite, phone, LAN, BT SIP Gateway or PBX installation services provided by BT as part of the BT Cloud Voice and Cloud Voice SIP-T Service and that is further described in Section 56, Part 18 of the BT Price List.

“BT Cloud Voice Training” means the range of optional training courses as set out in any applicable Order that BT delivers on-site, by webcast or through other bespoke means to help administrators and Users to maximise the features of the BT Cloud Voice and Cloud Voice SIP-T Service.

“BT SIP Gateway” means a device that may be used to connect a PBX that is not directly compatible with the BT Cloud Voice and Cloud Voice SIP-T Service to the BT Cloud Voice and Cloud Voice SIP-T Service

“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).

“BT SIP-T Essentials” means the BT Cloud Voice User Feature Pack Licence that is designed for businesses that connect their users to a traditional PBX or IP PBX.

“BTNet” means a BT data service that allows you to connect to the Internet using a range of access methods at a variety of speeds over the BT Network.

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

“Call Sharer Plan” means either or both of the BT Cloud Voice UK Sharer Plan and the BT Cloud Voice International Sharer Plan as set out in Section 56, Part 18, sub-part 9 of the BT Price List.

“Content” means information made available, displayed or transmitted in connection with a Service including applications, data, information, emails, video, graphics, sound, music, photographs, software or any other material.

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

“Customer Contact” means any individuals authorised to act on your behalf for BT Cloud Voice and Cloud Voice SIP-T Service management and administration matters.

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

“Customer Portal” means the BT Cloud Voice and Cloud Voice SIP-T Service secure shared web portal which enables you to view service information, manage and administer the BT Cloud Voice and Cloud Voice SIP-T Service.

“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 BT Cloud Voice and Cloud Voice SIP-T Service, as set out in the Order.

“Domain Name” means a readable name on an Internet page that is linked to a numeric IP Address.

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

“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.

“Geographical Number” means public telephone numbers in the UK (excluding the Channel Islands) in the number space governed by Ofcom and attributed to communication providers for the purpose of enabling public telephony at a fixed location and which for the BT Cloud Voice and Cloud Voice SIP-T Service means a telephone number starting with 01 and 02.

“Hosted Cloud” means the service that is managed and provided through systems which are connected, and access the internet.

“Hub” means a Router supplied by BT that is compatible with the Service, which is Purchased Equipment for the purposes of this Schedule.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the BT Cloud Voice and Cloud Voice SIP-T Service or particular element of the BT Cloud Voice and Cloud Voice SIP-T Service.

“Installation Charges” means those Charges set out in any applicable Order or the BT Price List in relation to installation of the BT Cloud Voice and Cloud Voice SIP-T Service or any Purchased Equipment or Customer Equipment as applicable.

“Internet” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“International Sharer Plan” means the BT Cloud Voice Call Sharer Plan option that allows you to call international numbers with further details set out at Section 56, Part 18, Subpart 9 of the BT Price List.

“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 Address” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“IP Phones” means the broad range of phones from the BT Cloud Voice portfolio that is configured for use with the BT Cloud Voice and Cloud Voice SIP-T Service.

“LAN Switches” means any of the switches that you may purchase from BT as part of the BT Cloud Voice and Cloud Voice SIP-T Service to cross-connect your network devices such as PCs, printers, servers and IP Phones.

“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 a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

“Monthly Recurring Charges” means the monthly Recurring Charges for the BT Cloud Voice and Cloud Voice SIP-T Service and the sum of the Usage Charges for the three full previous months divided by three.

“Music on Hold” means a feature that provides a continuous broadcast of music to callers in a queue or on call hold.

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

“Port Date Service Level” has the meaning given in Paragraph 12.1.

“Port Date Service Credit” means the Service Credit available for a failure to meet the Port Date Service Level as set out in Paragraph 12.2.1.

“Port Date” means the date that BT provides to you on which your existing Geographical Number will be ported and the BT Cloud Voice and Cloud Voice SIP-T Service made available to you on that number.

“Private Branch Exchange” or **“PBX”** means a customer-controlled switch for telephony purposes which is not located on a public network operators premises.

“Professional Recording” means either of Bespoke on Hold Messaging or Bespoke Call Centre Messaging.

“PSTN” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“Recurring Charges” means the Charges for the BT Cloud Voice and Cloud Voice SIP-T Service or applicable part of the BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T Service, the initial 12 month period following the Minimum Period of Service and each subsequent 12 month period.

“Session Initiation Protocol” or **“SIP”** means a technology that allows you to make calls over an IP connection, rather than a traditional phone lines.

“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 as set out in Paragraph 11.1.

“Service Desk” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the BT Cloud Voice and Cloud Voice SIP-T Service.

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

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

“Site Add-on Licences” means the optional licences for additional features of the BT Cloud Voice and Cloud Voice SIP-T Service that you can add to Site(s) as further described in Section 56, Part 18, Subpart 9 of the BT Price List.

“Site” means a location at which the BT Cloud Voice and Cloud Voice SIP-T Service is provided.

“Structured Cabling” means the optional cabling service by BT to provide and install a Minimum of CAT5e structured cable within your premises to provide physical connections (outlets) to where you wish to locate your IP Phones.

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

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

“UK Sharer Plan” means the BT Cloud Voice Call Sharer Plan option that allows you to call UK numbers, with further details set out at Section 56, Part 18, sub-part 9 of the BT Price List.

“Usage Charges” means the Charges for the BT Cloud Voice and Cloud Voice SIP-T Service or applicable part of the BT Cloud Voice and Cloud Voice SIP-T 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 BT Cloud Voice and Cloud Voice SIP-T Service, or the number of minutes the BT Cloud Voice and Cloud Voice SIP-T Service was used for) with the relevant fee as set out in any applicable Order or the BT Price List.

“User Add-on Licences” means the optional licences for additional features of the BT Cloud Voice and Cloud Voice SIP-T Service that you can add to Users as further described in Section 56, Part 18, sub-part 9 of the BT Price List.

“User Feature Pack Licence” means a licence that you acquire from BT to enable a User to use the BT Cloud Voice and Cloud Voice SIP-T Service.

“User Feature Pack” means the BT SIP-T Essentials, BT Cloud Voice Basic, BT Cloud Voice Connect or BT Cloud Voice Collaborate.

“WEEE Directive” has the meaning given in Paragraph 6.2.1.

“WEEE” has the meaning given in Paragraph 6.2.1.