



BT One Phone 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 One Phone Service

1 SERVICE SUMMARY

BT will provide you with a hosted voice and communication service using fixed or mobile wireless technology that will (depending on the Subscription you select) use the SIP Network, the Mobile Network, the Onsite Mobile Network or the BT Wi-Fi Network, 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 One Phone Service**").

2 STANDARD SERVICE COMPONENTS

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

- 2.1 a Subscription, with the inclusive call, Text and data allowance as set out in Section 10c of the BT Price List or the pence per minute Charges set out in your Order;
- 2.2 access to the BT One Phone Portal;
- 2.3 BT One Phone Conference;
- 2.4 BT One Phone App ; and
- 2.5 BT Wi-Fi User Accounts, if applicable.

3 SERVICE OPTIONS

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

- (a) Subscription Extras;
- (b) Company Extras;
- (c) BlackBerry Services;
- (d) BT Signal Assist;
- (e) Onsite Mobile Network;
- (f) SIP Network;
- (g) MobileIron Cloud Service;
- (h) Convergence Services;
- (i) Recording Extra;
- (j) Private Voice Extra; and
- (k) Private Data Extra.
- (l) Regulated Bill Limit.

3.2 Some Service Options are subject to availability.

4 SERVICE MANAGEMENT BOUNDARY

4.1 BT will provide and manage the BT One Phone Service as set out in Part B of this Schedule and as set out in the Order up to:

- 4.1.1 for a Mobile Subscription, your BT One Phone SIM Card; and
- 4.1.2 for an Office SIP Subscription, your SIP Device ("**Service Management Boundary**").

4.2 BT will have no responsibility for the BT One Phone Service outside the Service Management Boundary.

- 4.3 BT does not make any representations, whether express or implied, about whether the BT One Phone Service will operate in combination with any Customer Equipment or other equipment and software (including Customer Handsets).

5 ASSOCIATED SERVICES AND THIRD PARTIES

- 5.1 Unless provided by BT as part of the BT One Phone Service, you will have a data connection that will connect to the BT One Phone Service and is necessary for the BT One Phone Service to function and you will ensure that the data connection meets the minimum technical requirements set out in Paragraph 6.2.
- 5.2 If BT provides you with any services other than the BT One Phone Service, this Schedule will not apply to those services and those services will be governed by their separate terms.

6 NETWORKS

6.1 Mobile Network

- 6.1.1 Where there is coverage on the Mobile Network, a Device or Customer Handset will connect to the Mobile Network.
- 6.1.2 The Mobile Network will provide you with the:
- (a) ability to make and receive voice calls; and
 - (b) ability to send and receive information, including messaging services such as Text, Video Messaging, MMS, email or accessing information from the Internet.
- 6.1.3 The availability of the services listed in Paragraph 6.1.2 will depend on the Device or Customer Handset within which the BT One Phone SIM Card is installed.
- 6.1.4 BT will use reasonable endeavours to provide you with uninterrupted Mobile Service where technically possible but you understand and accept that:
- (a) from time to time Incidents may occur; and
 - (b) the quality and availability of the Mobile Service is subject to:
 - (i) local geography and topography;
 - (ii) weather or atmospheric conditions;
 - (iii) degradation, congestion or maintenance requirements of the Mobile Network including re-positioning or decommissioning of base stations;
 - (iv) other physical or electromagnetic obstructions or interference;
 - (v) faults in, or availability of, other telecommunications networks to which the Mobile Network is connected;
 - (vi) the compatibility of any Customer Equipment you use; and
 - (vii) any other conditions or circumstances beyond BT's control.
- 6.1.5 The Mobile Service is available where you are in range of a base station that makes up the Mobile Network.
- 6.1.6 Where you access the Mobile Service near the border of the Mobile Network and the network of an international network provider, you agree that:
- (a) you may not be able to access the Mobile Network but instead may by default access the international network provider network; and
 - (b) BT will apply Roaming rates as set out in Section 10c of the BT Price List, once any included allowance has expired.

6.2 Customer Data Network

- 6.2.1 If you choose to use a data network not supplied by BT as part of the BT One Phone Service, you will have:
- (a) a data connection through the Internet to the BT One Phone Service data centres ("**Backhaul Connection**"); or
 - (b) a data network on your Site to connect SIP Devices.
- 6.2.2 You will ensure that your Backhaul Connection meets the following minimum specifications:
- (a) no less than 80Kb of bandwidth per User;
 - (b) maximum latency of 140 Ms in any one direction;
 - (c) maximum jitter of 35 Ms;
 - (d) maximum packet loss of less than 1 per cent for WAN and 0.05 per cent for LAN; and
 - (e) the ability to mark voice packets with priority marking.

- 6.2.3 BT does not control and is not responsible for:
- (a) your Backhaul Connection;
 - (b) the quality of your Backhaul Connection;
 - (c) any third party products or services related to your Backhaul Connection; or
 - (d) Incidents that are caused by or related to your Backhaul Connection.
- 6.2.4 BT will not contact any of the Backhaul Connection providers or service or product providers on your behalf.

7 EQUIPMENT

7.1 Use of BT Equipment and Purchased Equipment

In relation to BT Equipment, and until title in any Purchased Equipment transfers to you in accordance with Paragraph 7.3.1, you will:

- 7.1.1 keep the BT Equipment and Purchased Equipment safe and without risk to health;
- 7.1.2 only use the BT Equipment and Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 7.1.3 not move the BT Equipment or Purchased Equipment or any part of it from the Site(s) without BT's written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 7.3.1, you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 7.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment or Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 7.3.1, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment or Purchased Equipment;
- 7.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or Purchased Equipment or any part of it;
- 7.1.6 not allow any lien, encumbrance or security interest over the BT Equipment or Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment or Purchased Equipment or otherwise;
- 7.1.7 not claim to be owner of the BT Equipment or Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment or Purchased Equipment, even where the BT Equipment or Purchased Equipment is fixed to the Site(s);
- 7.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment and Purchased Equipment;
- 7.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the BT Equipment or Purchased Equipment or where the BT Equipment or Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT;
- 7.1.10 ensure that the BT Equipment or Purchased Equipment appears in BT's name in your accounting books;
- 7.1.11 where there is a threatened seizure of the BT Equipment or Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment or Purchased Equipment; and
- 7.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.

7.2 BT Equipment

BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

7.3 Purchased Equipment

7.3.1 Transfer of Title and Risk

- (a) You will provide BT with the name and contact details of at least one individual who is responsible for taking delivery of the Purchased Equipment.
- (b) Title in any Device (except for the Intellectual Property Rights) will pass to you when you have paid for the Device in full, except in the case of Funded Devices, where title will pass to you on delivery.
- (c) 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.

- (d) Where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.

7.3.2 Acceptance of Purchased Equipment

BT will treat the Purchased Equipment as accepted:

- (a) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- (b) where BT installs the Purchased Equipment, on the Service Start Date.

7.4 BT One Phone SIM Cards

- 7.4.1 BT grants to you a licence to use the BT One Phone SIM Card only for the purpose of accessing the BT One Phone Service during the term of this Contract.
- 7.4.2 You will not use the BT One Phone SIM Card other than in accordance with BT's written instructions or authorisation and will not add to, reconfigure, modify or otherwise interfere with the BT One Phone SIM Card, nor permit any other person (other than a person authorised by BT) to do so.
- 7.4.3 You will be liable to BT for any loss of or damage to the BT One Phone SIM Card, except where the loss or damage is a result of fair wear and tear or caused by BT.
- 7.4.4 Where a BT One Phone SIM Card is faulty and the fault is due to you adapting or modifying the BT One Phone SIM Card, BT will charge for any replacement BT One Phone SIM Card as set out in Section 10c of the BT Price List. Where the BT One Phone SIM Card has been adapted or modified, BT will not be responsible for replacing any Device previously provided with the BT One Phone SIM Card or for providing a new Device.
- 7.4.5 On termination of the BT One Phone Service by either one of us, you will be responsible for disposing of any BT One Phone SIM Cards.

7.5 Warranty

- 7.5.1 Where possible BT will procure that you receive the benefit of any Device manufacturer's warranty for new Device(s) for a period of at least 12 consecutive months from the date of delivery of the Device (or any other period that BT gives you Notice of), and if you report to BT in accordance with Paragraph 13 that there is an Incident in the Device which is 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:
 - (a) the Device has not been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any;
 - (b) the Device has been modified without BT's written consent;
 - (c) the Incident is due to accidental or wilful damage, interference with or maintenance of the Device by persons other than BT, or a third party authorised by BT; or
 - (d) the Incident is due to fair wear and tear.
- 7.5.2 Where BT opts to replace a faulty Device, BT may provide a Refurbished Device and the warranty period for the Refurbished Device will be the outstanding term of the warranty period applicable to the original Device.
- 7.5.3 If requested by BT, you will return the Device affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement as set out in Paragraph 7.5.1.
- 7.5.4 BT does not warrant that the Software supplied under the Contract will be free of all Incidents or that its use will be uninterrupted, but BT will remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time.
- 7.5.5 BT will not be liable for faults in Customer Handsets or any other devices not provided by BT or for any network service to those devices provided by an alternative service provider.
- 7.5.6 If you report a fault and BT finds there is none or the fault falls outside of the warranty, BT may apply a charge.

7.6 Security

- 7.6.1 You will ensure 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.
- 7.6.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

7.7 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.

7.8 WEEE Directive

7.8.1 You will comply with 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**”).

7.8.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 7.8 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

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

7.9 Apple iPad and Apple iPhone

7.9.1 Where you select an iPad or an iPhone as part of the BT One Phone Service:

- (a) the iPad or iPhone and technical information (including service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of other countries, and any use or transfer of the iPad or iPhone and technical information will be in compliance with all applicable regulations and international trade sanctions; and
- (b) you will not use, distribute, transfer, or transmit the iPad or iPhone or technical information (even if incorporated into other products) except in compliance with all applicable export regulations and trade sanctions. If requested by BT, you will sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

7.10 Apple iPad

You will notify BT of any suspected defects in the iPad, any violations of the manufacturer’s or BT’s rights, including any EULA for the iPad, or any claims or proceedings concerning the iPad.

7.11 Apple iPhone

7.11.1 Where you select an iPhone as part of the BT One Phone Service, you:

- (a) accept the Apple standard warranty which is available at <https://www.apple.com/legal/warranty/products/uk-ireland-universal-warranty.html>;
- (b) agree and will accept the EULA on the initial start-up of the iPhone. The EULA is available at <https://www.apple.com/legal/sla/>; and
- (c) will comply with any safety notices or requirement for the implementation of safety changes to the iPhone that BT communicates to you. You will comply with any instructions given by BT and allow BT to assist you with the implementation of safety changes including any recalls of iPhones. You will provide information to BT on the progress of such safety changes as BT requires.

7.12 Configuration of Devices and Customer Handsets

7.12.1 Dependent upon the Device or Customer Handset, you will (where required):

- (a) configure the Device or Customer Handset for use with the BT One Phone Service manually in accordance with any instructions issued by BT; or
- (b) download a configuration file from any URL issued by BT.

7.12.2 Details of the required configuration can be found on the BT One Phone Portal.

7.12.3 You will manage the settings applicable to the Device or Customer Handset and for Mobile Network selection.

7.13 Onsite Transmission Equipment

7.13.1 Where BT provides you with Onsite Transmission Equipment:

- (a) the Onsite Transmission Equipment is only compatible with the Mobile Network and cannot be used with other telecommunication networks;
- (b) the Onsite Transmission Equipment will only be used in the UK;
- (c) BT and Ofcom may require access to the Onsite Transmission Equipment to ensure that the Onsite Transmission Equipment is being used in accordance with the Contract, has not been modified and is not causing or contributing to undue interference with other radio equipment and you will grant BT and Ofcom access;

- (d) from time to time BT may access the Onsite Transmission Equipment remotely in order to provide updates to the Onsite Transmission Equipment; and
- (e) the On Site Transmission Equipment will not be used in a way that damages or affects the operation of the Mobile Network.

7.13.2 BT may suspend service to the Onsite Transmission Equipment where there has been no activity on the Onsite Transmission Equipment for three consecutive months. During any period of suspension, you will not be able to use the Onsite Transmission Equipment to make emergency calls.

7.13.3 BT will terminate service to the On Site Transmission Equipment where:

- (a) the On Site Transmission Equipment becomes permanently incompatible with the Mobile Network;
- (b) BT is directed to do so by Ofcom;
- (c) your access to the Mobile Network is terminated in accordance with the Contract.

7.13.4 BT may, where Service to the On Site Transmission Equipment is terminated under Paragraph 7.13.3, on written Notice, request that you return the On Site Transmission Equipment at your expense.

7.14 Intellectual Property Rights

7.14.1 Unless BT agrees otherwise in writing, nothing in this Contract gives any rights to you, your agents, employees or contractors to use either a manufacturer's or BT's logos, trademarks or other intellectual property.

8 SPECIFIC TERMS

8.1 Changes to the Contract during the On Boarding Period

8.1.1 Where, during the On Boarding Period:

- (a) BT considers it necessary, following a survey of the Site(s), to provide the BT One Phone Service (wholly or partially) using non-standard methods incurring greater expense than was anticipated in BT's quote;
- (b) the BT One Phone Service is provided at greater expense to BT than was anticipated in BT's quote as a result of a request from you; or
- (c) we both agree a change to the Contract,

BT may provide a new quote to you, detailing the additional Charges you will need to pay for the BT One Phone Service.

8.1.2 BT will where you accept the new quote, cancel the existing Order and will generate a new Order.

8.1.3 Where you do not accept the new quote within 14 days:

- (a) BT will cancel your existing Order for the provision of the BT One Phone Service and BT will have no obligation to provide the BT One Phone Service; and
- (b) BT may terminate the Contract in which case BT may charge Cancellation Charges.

8.2 Changes to the Contract after the On Boarding Period

8.2.1 After the On Boarding Period:

- (a) you will place an order for any additional BT One Phone Services and upon acceptance by BT, the Order will form part of the Contract.
- (b) BT may amend the Contract (including any Charges set out in the BT Price List but excluding any Charges stated in an Order) at any time by either:
 - (i) publishing the amendment online on the BT Price List or www.bt.com/terms (or any other online address that BT advises you of); or
 - (ii) by giving Notice to you.

8.2.2 BT will give you Notice as follows before any change made in accordance with Paragraph 8.2.1(b) is to take effect:

- (a) at least 30 days' Notice for amendments that cause you material detriment; or
- (b) at least one day's Notice for any other amendments.

8.2.3 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 BT One Phone 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 8.2.1(b)(i); or
- (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 8.2.1(b)(ii).

8.2.4 If BT makes available additional Subscriptions, Subscription Extras or Company Extras and you request the inclusion of these in the Contract, you may place an Order in accordance with Paragraph 8.2.1(a).

8.2.5 Any changes to Charges set out in an Order will be agreed between both of us.

8.3 Minimum Period of Service and Minimum Term

At the end of the Minimum Period of Service, Minimum Term or MobileIron Minimum Period of Service, unless one of us has given Notice to the other of an intention to terminate the BT One Phone Service in accordance with the Contract, BT will continue to provide the BT One Phone Service and each of us will continue to perform our obligations in accordance with the Contract.

8.4 Termination for Convenience

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Minimum Period Start Date and without cause, terminate the BT One Phone Service by giving 30 days' Notice to the other.

8.5 Customer Committed Date

8.5.1 If you request a change to the BT One Phone Service or any part of the BT One Phone Service, then BT may revise the Customer Committed Date to accommodate that change.

8.5.2 BT may expedite delivery of the BT One Phone Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

8.6 Access to Emergency Services

8.6.1 Mobile Network

- (a) Subject to Paragraph 6.1 and, where applicable, the Onsite Mobile Network Annex, BT will provide the ability for Users to call the emergency services using the Mobile Network by dialling "999" or "112" and will provide caller location information.
- (b) The accuracy of caller location information is subject to your geographical location and it is your responsibility to inform, and ensure that your Users inform, the emergency services of your, or their, location in the event of any call to the emergency services.
- (c) Caller location information will not be provided when contacting the emergency services using Wi-Fi Calling.

8.6.2 SIP Network

- (a) BT will provide the ability for Users to call the emergency services using the SIP Network by dialling "999" or "112", but caller location information will only be provided by BT if you:
 - (i) inform BT of the geographic location of calling numbers to enable BT to maintain a database of calling numbers and geographic locations;
 - (ii) inform BT immediately of any changes to those locations; and
 - (iii) configure your PBX to accurately convey correct calling number locations.

8.6.3 BT will not guarantee your ability to use the BT One Phone Service to make emergency calls at all times, including where:

- (a) there is a failure of mains power when using the SIP Network;
- (b) you are accessing the BT One Phone Service from a Device or Customer Handset and are not using the Mobile Network; or
- (c) BT has suspended or interrupted the BT One Phone Service for any reason, including Maintenance or in accordance with Paragraph 7.13.2,

BT recommends that you consider an alternative means to support emergency calls.

8.6.4 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.

8.7 EULA

8.7.1 Where the manufacturer of a Device or a Content provider requires you to enter into any applicable end user licence agreement ("EULA") with them, you understand and agree that the BT One Phone Service will only be provided by BT if you have entered into the EULA in the form set out at any web-link or other location that BT may notify to you or as may be communicated to you by the manufacturer of the Device or Content provider, as may be amended or supplemented from time to time.

- 8.7.2 By accepting the terms of the EULA you understand and agree its conditions and agree to observe and comply with it for any and all use of the BT One Phone Service.
- 8.7.3 You accept responsibility in accordance with the terms of the EULA for the use of the Software accessible through the BT One Phone Service.
- 8.7.4 You understand and agree that you enter into the EULA for your own benefit and that the rights, acknowledgements, undertakings, warranties and indemnities granted under the EULA are between you and the manufacturer of the Device or Content provider.
- 8.7.5 Any loss or damage suffered by you or the manufacturer of the Device or Content provider under the EULA is enforceable only between you and the manufacturer of the Device or Content provider, and will not be enforceable against BT.
- 8.8 Number Porting**
- 8.8.1 Where you wish to port an existing mobile or fixed number from your previous service provider to BT:
- (a) you will provide BT with accurate and full details of the numbers to be ported; and
 - (b) BT will provide you with a Port Date.
- 8.8.2 If BT fails to port the number by the Port Date, you may claim under the Number Porting Compensation Scheme, as set out in Section 10c of the BT Price List.
- 8.8.3 Where you would like to port numbers to BT, you will 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. Termination of the line will terminate any additional services that utilise the line, including broadband, alarms and fax.
- 8.9 Telephone Numbers**
- 8.9.1 BT will allocate you with a telephone number for each Mobile Subscription or Office SIP Subscription, as set out in Part 1 of Section 10c of the BT Price List.
- 8.9.2 Any telephone numbers that BT allocates to you do not belong to you and may only be transferred to another service provider in accordance with regulation and any industry agreed process, with BT's approval.
- 8.10 Minimum Revenue Commitment**
- 8.10.1 You will achieve the Minimum Revenue Commitment by the earlier of:
- (a) of the end of the Minimum Period of Service ("**Reconciliation Measurement Date**"); and
 - (b) the date of termination of the Contract if before the Reconciliation Measurement Date.
- 8.10.2 If you fail to achieve the Minimum Revenue Commitment in accordance with Paragraph 8.10.1, you will pay BT the Reconciliation Charges.
- 8.11 Subscription Termination Allowance**
- 8.11.1 You may terminate up to 5 per cent of the Mobile Subscription High Watermark or Office SIP Subscription High Watermark ("**Subscription Termination Allowance**").
- 8.11.2 If, on a Subscription Measurement Date, you have exceeded the Subscription Termination Allowance, BT may charge you a Subscription Termination Charge.
- 8.12 Invoicing**
- 8.12.1 BT will invoice you for the following Charges in the amounts set out in any applicable Order or in Section 10c of the BT Price List:
- (a) Upfront Installation Charges, on the Service Start Date;
 - (b) Monthly Installation Charges (monthly or quarterly in arrears depending on your billing frequency);
 - (c) Recurring Charges, except Usage Charges (monthly or quarterly in arrears depending on your billing frequency). For any period where the BT One Phone Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - (d) Usage Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
 - (e) any one off Charges, on or around the Service Start Date;
 - (f) De-installation Charges within 60 days of de-installation of the BT One Phone Service; and
 - (g) any Termination Charges incurred in accordance with Paragraph 8.13 upon termination of the relevant BT One Phone Service.

- 8.12.2 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 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 One Phone Service in accordance with Paragraph 10.2 outside of Business Hours;
 - (c) Charges for unbarring your BT One Phone SIM Card or Office SIP Subscription where BT has barred a BT One Phone SIM Card or Office SIP Subscription in accordance with Paragraph 12.1;
 - (d) Charges for expediting provision of the BT One Phone Service at your request after BT has informed you of the Customer Committed Date;
 - (e) Termination Charges; and
 - (f) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

8.13 Termination Charges

- 8.13.1 If you terminate the Contract or any part of the BT One Phone Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:
- (a) all outstanding Charges or payments due and payable under the Contract;
 - (b) where you have taken Subscription Extras or Company Extras, the Recurring Charge due to the end of the month following the month in which you terminate the Subscription Extra or Company Extra, as set out in Section 10c of the BT Price List;
 - (c) any Reconciliation Charges due;
 - (d) De-installation Charges; and
 - (e) any other Charges as set out in any applicable Order or as set out in BT Price List.
- 8.13.2 In addition to the Charges set out at Paragraph 8.13.1 above, if you terminate the Contract or any Subscription, Signal Assist, Private Voice Extra or Data Extra during any applicable Minimum Term, or the MobileIron Cloud Service during the MobileIron Minimum Period of Service, you will pay BT Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the relevant Minimum Term or MobileIron Minimum Period of Service, or as otherwise set out in Section 10c of the BT Price List.
- 8.13.3 Any Termination Charges payable in accordance with Paragraph 8.13.2 will contribute towards your Minimum Revenue Commitment.
- 8.13.4 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.

9 STANDARD SERVICE COMPONENTS AND SERVICE OPTION SPECIFIC TERMS

9.1 Subscription Extras

- 9.1.1 Subscription Extras can be applied to an individual Subscription and do not have to be applied to all Subscriptions.
- 9.1.2 Any inclusive call, data or Text allowance provided as part of a Subscription Extra:
- (a) will apply on a pro-rata basis in the first month after the relevant Service Start Date;
 - (b) will apply to the Subscription to which the Subscription Extra is applied and cannot be shared across Subscriptions; and
 - (c) cannot be carried forward to the next month or day (as applicable).
- 9.1.3 If you order Flexible Caller Line Identity Extra:
- (a) the CLI Numbers will be set out in the Flexible Caller Line Identity Order Form, and by signing the Flexible Caller Line Identity Order Form, you confirm that:
 - (i) the CLI Number is a billable number or a number that has been received from the public network and passed on unchanged;
 - (ii) you have the right to use the CLI Number, and if it has been allocated to a third party, that you have obtained that third party's explicit permission to use it;
 - (iii) the CLI Number is supported by an underlying network number; and
 - (iv) the CLI Number is not a premium rate or international number; and

- (b) you will indemnify BT for any Claims, losses, costs or liabilities brought against BT that results from or is connected with your use of a third party number in accordance with Paragraph 9.1.3(a)(ii).

9.2 Company Extras

9.2.1 Company Extras will apply to your whole Contract and will not be applied to individual Subscriptions.

9.2.2 Any inclusive call, data, Text or other allowance provided as part of a Company Extra:

- (a) will apply on a pro-rata basis in the first month after the relevant Service Start Date; and
- (b) cannot be carried forward to the next month or day (as applicable).

9.3 BT Wi-Fi

9.3.1 BT will provide you with a BT Wi-Fi User Account with every Mobile Subscription, unless BT tells you that a BT Wi-Fi User Account is not needed with your BT One Phone Service.

9.3.2 Your access to BT Wi-Fi will start when you activate the BT One Phone SIM Card on a Wi-Fi compatible Device or Customer Handset.

9.3.3 You may connect to BT Wi-Fi using a Wi-Fi compatible Device or Customer Handset and your BT Wi-Fi User Account details, when you are located within the radio frequency coverage area of a BT Wi-Fi Site.

9.3.4 BT may restrict access to, or respond to a request from a BT Wi-Fi Partner to restrict access, to certain websites at a BT Wi-Fi Site.

9.3.5 You cannot access BT Wi-Fi via any other Wi-Fi operator.

9.3.6 BT does not guarantee access to any of the BT Wi-Fi Sites for you to use BT Wi-Fi or guarantee that BT Wi-Fi will continue to be available from a specific BT Wi-Fi Site.

9.4 Mobile Data

9.4.1 BT will provide you with a generic APN for access to the Internet and other data services using your BT One Phone SIM Card, where the BT One Phone Service includes Mobile Data.

9.4.2 BT may cap your Mobile Data usage if you use more than the amount of Mobile Data BT has agreed, as set out in an Order.

9.5 Roaming

9.5.1 BT may request you demonstrate a satisfactory invoicing history with BT or pay a deposit to offset the cost of international calls or Roaming if you want to make those calls.

9.5.2 BT will, except as set out in Paragraph 9.6.1, charge you for incoming calls if you use the BT One Phone SIM Card outside the UK.

9.5.3 BT may invoice you for Roaming calls several months in arrears.

9.6 Roam Like At Home

9.6.1 You may, while you are Roaming in the Europe Zone and subject to your compliance with the Fair Use Policy:

- (a) use any inclusive voice, Text or data usage allowance provided in your Mobile Subscription; or
- (b) where available, choose an alternative tariff set out in the BT Price List.

9.6.2 You may not use the allowances referred to in Paragraph 9.6.1 outside the Europe Zone.

9.6.3 All Charges for Roaming, including those for Roaming outside the Europe Zone, are set out in Section 10c of the BT Price List.

9.6.4 You will pay additional Charges and any applicable Surcharges if you exceed your data usage allowance when you are Roaming.

9.7 Fair Use Policy

9.7.1 If you are Roaming in the Europe Zone or World Zone, you and your Users will:

- (a) use your inclusive voice, text or data usage allowance mainly in the UK and not while you are Roaming;
- (b) not exceed any applicable data usage limits as set out in Section 10c of the BT Price List. If you do, BT will apply Surcharges; and
- (c) be a permanent resident or have Stable Links in the UK, (“Fair Use Policy”).

9.7.2 BT may bar, disconnect, limit or suspend the Mobile Service in accordance with Paragraph 12 in addition to any other suspension provisions set out in the General Terms, where you or your Users use the Mobile Service for

the organised resale of UK SIM cards for permanent use outside of the UK or to persons not residing in, or having Stable Links in, the UK.

9.7.3 BT will monitor your usage pattern for four months if BT reasonably believes that you are in breach of the Fair Use Policy, and if, as a result of this monitoring, BT still reasonably believes that you are in breach of the Fair Use Policy then BT will notify you and BT will:

- (a) ask you to explain the reasons for the breach of the Fair Use Policy; and
- (b) explain to you the type of proof you may use to satisfy BT that you are not in breach of the Fair Use Policy.

9.7.4 You will contact BT within 14 days of BT notifying you that you are in breach of the Fair Use Policy in accordance with Paragraph 9.7.3 or if BT thinks that your explanation for your use of the Mobile Service is unreasonable. If you do not contact BT within this period, BT may:

- (a) apply Surcharges; or
- (b) in addition to BT's rights set out in Clause 15 of the General Terms, suspend the Mobile Service; or
- (c) terminate the Mobile Service in accordance with Clause 18 of the General Terms.

9.7.5 If BT is satisfied that you are no longer in breach of the Fair Use Policy in accordance with Paragraph 9.7.3, then BT will no longer apply Surcharges.

9.7.6 If you do not agree with BT's findings when BT follows the process set out in Paragraph 9.7.4 the dispute resolution process set out in Clause 24 of the General Terms will apply.

9.8 My BT Business Account

9.8.1 My BT Business Account provides the ability to link to your:

9.8.2 summary bill; and

9.8.3 BT One Phone Portal.

9.8.4 Where you use My BT Business Account, BT's standard terms for My BT Business Account will apply, and these are available at www.bt.com/terms or any other URL that BT notifies to you.

9.9 BT One Phone Conference

9.9.1 BT will provide you with BT One Phone Conference with capacity for 25 participants at any one time.

9.9.2 BT's ability to provide BT One Phone Conference is at all times subject to the availability of appropriate facilities and BT will not guarantee provision of BT One Phone Conference on each occasion that you request it.

9.9.3 In order to use BT One Phone Conference, participants will require access to a tone dialling telephone. You will reserve a Conference Bridge Number through the BT One Phone Dial in Service.

9.9.4 BT may de-activate a Conference Bridge Number if it has not been used during any period of three consecutive months.

9.10 Wi-Fi Calling

9.10.1 Wi-Fi Calling will work when you are in range of and connected to a suitable Wi-Fi network. The way you connect and how you use Wi-Fi Calling will depend on the Customer Handset or Device you have.

9.10.2 You will not be able to use Wi-Fi Calling when outside the UK.

9.10.3 BT will not accept any responsibility for the quality, security, availability, Internet connection or coverage of Wi-Fi networks and any calls made or received over them.

9.10.4 You will need to be connected to Wi-Fi Calling to make or receive a call or to send and receive Texts over Wi-Fi. During a Wi-Fi Calling call if you leave the Wi-Fi network you may need to re-start the call.

9.11 4G Calling

9.11.1 You can only use 4G Calling if you are within a 4G enabled area and in range of a 4G base station. 4G isn't available everywhere in the UK.

9.11.2 You may not be able to use 4G Calling when outside the UK.

9.11.3 You will need a Customer Handset or a Device that is compatible with the 4G Mobile Network in order to use 4G Calling.

9.12 Regulated Bill Limit

- 9.12.1 The range of Regulated Bill Limits you can select from will be advised to you when you place your Order.
- 9.12.2 You can add, remove or change a Regulated Bill Limit on the BT One Phone Portal at any time.
- 9.12.3 Where you add or decrease a Regulated Bill Limit this amendment will be applied to the next billing period.
- 9.12.4 Where you remove or increase a Regulated Bill Limit this amendment can be applied immediately.
- 9.12.5 The Regulated Bill Limit will not apply to, and you will be responsible for, any Charges that are outside the scope of the Out of Allowance Services, these include:
 - (a) Recurring Charges, such as monthly subscription charges;
 - (b) administration fees, such as late payment charges, paper bill fees;
 - (c) Cancellation Charges;
 - (d) Transaction Taxes; and
 - (e) Upfront Installation Charges and Monthly Installation Charges.
- 9.12.6 BT will send the Company Administrator a Text and email each time you add, remove or change your Regulated Bill Limit.
- 9.12.7 Once you have reached 80% of your Regulated Bill Limit BT will send the Company Administrator a Text and email to let you know. BT will also send you a Text and email if you reach 100% of your Regulated Bill Limit.
- 9.12.8 Once you reach 100% of your Regulated Bill Limit BT will suspend all your Users from all access to the BT One Phone Service across the whole Contract (including inclusive minutes, data and Texts) until the Regulated Bill Limit is reset at the next billing period or until you remove or increase your Regulated Bill Limit.
- 9.12.9 Where you remove your Regulated Bill Limit you will be responsible for all Charges from the beginning of the billing period that the Regulated Bill Limit is removed. If you increase the Regulated Bill Limit you will be responsible for all Charges from the beginning of the billing period that it is amended.
- 9.12.10 If for any reason you are able to continue to use the BT One Phone Service after reaching your Regulated Bill Limit BT will not charge you for the Out of Allowance Services.
- 9.12.11 Where BT reasonably believes you are in breach of Paragraph 11.3.2(m) then BT may:
 - (a) Suspend the BT One Phone Service, including any inclusive allowances;
 - (b) Charge you for your use of the Out of Allowance Services beyond the Regulated Bill Limit; or
 - (c) Terminate the Contract, BT One Phone Service or any Subscription in accordance with Clause 18 of the General Terms.

Part B – Service Delivery and Management

10 BT'S OBLIGATIONS

10.1 Service Delivery

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

- 10.1.1 visit the Site to conduct a survey (or surveys) of the Site;
- 10.1.2 produce a BT One Phone Coverage Plan (where applicable);
- 10.1.3 provide you with contact details for the BT One Phone Helpdesk; and
- 10.1.4 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. 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.

10.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 10.2.1 configure the BT One Phone Service;
- 10.2.2 install any BT Equipment at the Sites; and
- 10.2.3 conduct a series of standard tests on the BT One Phone Service to ensure that it is configured correctly.

10.3 During Operation

On and from the Service Start Date, BT:

- 10.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects if you report an Incident on the Mobile Network;
- 10.3.2 may be required to provide Customer Personal Data to other companies outside of the European Economic Area where you wish to make international calls or use Roaming. You understand and agree that outside the European Economic Area's standards of protection for Customer Personal Data may be lower than as provided by Data Protection Legislation;
- 10.3.3 may apply a usage limit to your account or BT One Phone SIM Cards (details of which are set out on www.bt.com) and if that usage limit is exceeded BT may:
 - (a) suspend your Mobile Service;
 - (b) charge for usage in excess of the usage limit; and
 - (c) alter the usage limit by notifying you in accordance with Paragraph 8.2.1(b); and
- 10.3.4 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least three Business Days before any Planned Maintenance on the BT One Phone Service, 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.

10.4 The End of the Service

On termination of the BT One Phone Service by either of us, BT:

- 10.4.1 will provide reasonable assistance to you in line with standard telecommunication industry practice to transfer any part of the BT One Phone Service to another telecommunications operator; and
- 10.4.2 may disconnect and remove any BT Equipment located at the Site.

11 YOUR OBLIGATIONS

11.1 Service Delivery

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

- 11.1.1 cooperate with BT in preparing the BT One Phone Coverage Plan, including providing reasonable details and information about your Site(s);
- 11.1.2 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 One Phone Service;
- 11.1.3 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 11.1.4 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the BT One Phone Service, including:
 - (a) providing a suitable and safe operational environment for any BT Equipment or 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 BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance 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 One Phone 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 One Phone 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;
- 11.1.5 ensure that the LAN protocols and applications you use are compatible with the BT One Phone Service; and
- 11.1.6 ensure that at least one Company Administrator has been allocated and Company Administrator contact details are correctly set in the BT One Phone Portal.

11.2 During Operation

On and from the Service Start Date, you will:

- 11.2.1 monitor and maintain any Customer Equipment connected to the BT One Phone Service or used in connection with a BT One Phone Service;
 - 11.2.2 ensure that any Customer Equipment that is connected to the BT One Phone Service or that you use, directly or indirectly, in relation to the BT One Phone 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 One Phone 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;
 - 11.2.3 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
 - (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material,and redress the issues with the Customer Equipment prior to reconnection to the BT One Phone Service;
 - 11.2.4 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT One Phone Service and:
 - (a) 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;
 - (b) take all reasonable steps to prevent unauthorised access to the BT One Phone Service; and
 - (c) satisfy BT's security checks if a password is lost or forgotten;
 - 11.2.5 inform BT if a BT One Phone SIM Card or Device is lost, stolen, damaged, destroyed or likely to be used in an unauthorised manner and you understand and agree that you will remain liable for all Charges incurred by the unauthorised use of the BT One Phone SIM Card or Device until BT suspends or bars the BT One Phone SIM Card or Device from the Mobile Network in accordance with Paragraph 12;
 - 11.2.6 notify BT of any suspected fraudulent, illegal or unauthorised use of the BT Equipment;
 - 11.2.7 implement your own data archiving and data back-up processes. You may be required to restore data from your back-up to relevant systems to enable the BT One Phone Service to continue to be provided;
 - 11.2.8 ensure adequate security policies are implemented to stop access to or use of the BT One Phone Service by third parties;
 - 11.2.9 obtain and keep in force any licence necessary for you to use the BT One Phone Service, Devices or Customer Handsets in any country in which it is provided;
 - 11.2.10 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order; and
 - 11.2.11 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 One Phone Service.
- 11.3 **Use of the Mobile Service**
- 11.3.1 To ensure that you comply with the principles set out in any applicable Fair Use Policy or as set out in this Paragraph 11.3, BT may:
 - (a) monitor and investigate your usage;
 - (b) suspend or withdraw the Mobile Service from any individual BT One Phone SIM Card, or all BT One Phone SIM Cards;
 - (c) apply an alternative tariff more appropriate to your usage; and
 - (d) if applicable, charge for excess usage as set out in the BT Price List.
 - 11.3.2 You will not and will ensure that your Users will not:
 - (a) connect, continue to connect or knowingly allow any third party to connect, or continue to connect, to the Mobile Network:

- (i) any GSM Gateway; or
- (ii) any device used to forward, route, re-route or divert calls, Texts or data with the intention of reducing charges for that call, Text or data; or
- (iii) any BT One Phone SIM Card using any method to enable the making of automated calls or sending of automated or bulk data and Texts,

and where BT reasonably believes that you are in breach of this Paragraph 11.3.2, you will provide, at BT's request, details of the means by which Text and data is sent or calls made. If you do not provide BT with the information that it asks for within a reasonable timeframe, BT may suspend the Mobile Service until you provide the requested information;

- (b) duplicate or replicate BT One Phone SIM Cards (or any part of it) or undertake any similar activity or fraud in relation to BT One Phone SIM Cards;
- (c) use the Mobile Service to share Content that is copyright protected;
- (d) undertake Permanent Roaming Activity;
- (e) resell, rent, lease, or otherwise distribute any Device, BT One Phone SIM Card or SIP Subscription outside of the EU without BT's written consent;
- (f) remove, obscure or add to any notices, labels, packaging, in-box materials, warranties, disclaimers and licence agreements as shipped to you with a Device;
- (g) re-sell, transfer, assign or sub-licence the Mobile Service (or any part of it) or the associated Software to anyone else;
- (h) use the Mobile Service to send unsolicited communications without the receiver's consent and provide BT with evidence of the process used to obtain such consent if requested to do so by BT;
- (i) use the Mobile Service to make offensive, indecent, menacing, nuisance or hoax calls or Texts;
- (j) use the Mobile Service for any fraudulent or other unlawful purpose, whether you are acting alone or with anyone else;
- (k) knowingly distribute malicious software or permit hacking or unauthorised modification of any Device, Software or of the Mobile Network;
- (l) use the Mobile Service to attempt to incur a benefit, whether for financial gain, revenue share, benefit in kind or otherwise, from any opportunities that may be available to you to arbitrage aspects of the Mobile Service (for example in relation to pricing offers or service options that may be available to you under the BT Business Mobile Portfolio). Where BT reasonably believes that you are in breach of this Paragraph 11.3.2(l), BT may terminate the Mobile Service in accordance with Clause 18 of the General Terms; or
- (m) knowingly continue to use the Mobile Service (if you are able to) in a deliberately excessive or fraudulent manner once you have been notified that your Regulated Bill Limit has been exceeded.

11.4 The End of the Service

On expiry or termination of the BT One Phone Service by either of us, you will:

- 11.4.1 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 11.4.2 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 11.4.3 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- 11.4.4 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

12 SUSPENSION, BARRING AND DISCONNECTION

12.1 In addition to the suspension provisions in the General Terms, BT may bar you:

- 12.1.1 BT One Phone SIM Card preventing you from making calls (other than to the emergency services), disconnect it from the Mobile Network, or limit or suspend the Mobile Service or Onsite Mobile Network immediately without notice; or
- 12.1.2 Office SIP Subscription preventing you from making calls (other than to the emergency services), disconnect it from the SIP Network, or limit or suspend the SIP Network immediately without notice:
 - (a) if you fail to comply with the terms of the Contract;
 - (b) in the event of loss or theft of the BT One Phone SIM Card, Device or SIP Device, or otherwise at your request;
 - (c) if BT has reasonable cause to suspect fraudulent use of your BT One Phone SIM Card, Device or SIP Device; or

- (d) upon instruction by emergency services or any other government, regulatory or appropriate authority.
- 12.2 If BT has barred or disconnected any part of the BT One Phone Service, BT will not re-provide it unless you comply with the terms of the Contract or satisfy BT that you will do so in future, or that the BT One Phone Service will not be used again in a way that is forbidden.
- 12.3 If BT bars a BT One Phone SIM Card or SIP Device, disconnects it from the Mobile Network or SIP Network or limits or suspends the BT One Phone Service, the Contract will continue. You will pay all Charges until the Contract is terminated under the Contract.

13 NOTIFICATION OF INCIDENTS

- 13.1 BT will provide you with access to the BT One Phone Helpdesk and the BT One Phone Portal for the reporting of Incidents on the BT One Phone Service.
- 13.2 Where you become aware of an Incident:
 - 13.2.1 your Users will report it to the BT One Phone Helpdesk or via the BT One Phone Portal;
 - 13.2.2 BT will give you a Ticket;
 - 13.2.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - (a) you confirm that the Incident is cleared within 24 hours after having been informed; or
 - (b) 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.
 - 13.2.4 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.
 - 13.2.5 Where BT becomes aware of an Incident, Paragraphs 13.2.2, 13.2.3 and 13.2.4 will apply.
- 13.3 Where you report an Incident on the Mobile Network, and upon initial fault diagnosis by BT, those faults that in BT's opinion are not attributable to the Mobile Network will be referred back to the person who reported the fault.

Part C – Service Levels

14 SERVICE LEVELS

14.1 BT will repair an Incident in accordance with the Service Level you have chosen and as set out in the Order from the following options:

Service Level	Opening Hours	Level 1 Response Time	Level 2 Response Time – activation of Mobile Network	Level 2 Repair Time
Premium Care	0800 to 1800 on Business Days	Four hours within Opening Hours	60 minutes within Opening Hours	End of the next Business Day within Opening Hours
Prompt Care	0800 to 1800 Monday to Saturday (not including public and bank holidays)	Four hours within Opening Hours	60 minutes within Opening Hours	End of the next Business Day within Opening Hours
Critical Care	24x7x365 Monday to Sunday (including public and bank holidays)	Four hours within Opening Hours	30 minutes within Opening Hours	End of the next Business Day within Opening Hours

- 14.2 BT will provide you with Premium Care as standard for the BT One Phone Service at no additional Charge, but you may upgrade your Service Level at an additional Charge as set out in Section 10c of the BT Price List.
- 14.3 If you downgrade from Prompt Care or Critical Care, you will pay the Charge set out in Section 10c of the BT Price List up until the end of the month following the month of termination.
- 14.4 The Service Levels are subject to the additional terms set out in Section 10c of the BT Price List.
- 14.5 The Service Levels are targets only and BT will not pay compensation if it does not meet any Service Level.
- 14.6 If you report an Incident and BT can find no fault with the BT One Phone Service, BT may apply a Charge in accordance with Section 10c of the BT Price List.

15 LEVEL 1 FAULTS

If you report a Level 1 Fault, BT will within the Level 1 Response Time:

- 15.1 confirm that the Level 1 Fault has been logged;
- 15.2 provide you with a Ticket;
- 15.3 complete initial diagnostics; and
- 15.4 advise you as to where the Level 1 Fault lies.

16 LEVEL 2 FAULTS

- 16.1 If you report a Level 2 Onsite Mobile Network Fault, BT will:
 - 16.1.1 respond to you within the relevant Level 2 Response Time as set out in Paragraph 14.1; and
 - 16.1.2 repair the Level 2 Onsite Mobile Network Fault within the relevant Level 2 Repair Time as set out in Paragraph 14.1.
- 16.2 If you report a Level 2 SIP Network Fault, BT will:
 - 16.2.1 respond to you within the relevant Level 2 Response Time as set out in Paragraph 14.1; and
 - 16.2.2 repair the Level 2 SIP Network Fault within the relevant Level 2 Repair Time as set out in Paragraph 14.1.
- 16.3 If you report a Level 2 Private Voice Extra Fault, BT will:
 - 16.3.1 respond to you within the relevant Level 2 Response Time as set out in Paragraph 14.1; and
 - 16.3.2 repair the Level 2 Private Voice Extra Fault within the relevant Level 2 Repair Time as set out in Paragraph 14.1.
- 16.4 If you report a Level 2 Private Data Extra Fault, BT will:
 - 16.4.1 respond to you within the relevant Level 2 Response Time as set out in Paragraph 14.1; and
 - 16.4.2 repair the Level 2 Private Data Extra Fault within the relevant Level 2 Repair Time as set out in Paragraph 14.1.

Part D – Defined Terms

17 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.

“3G” means third generation of wireless mobile telecommunication technology, that is used for both voice and data services. You may only use 3G Services when you are in range of a 3G base station

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

“4G+” means Long Term Evolution-Advanced and is used for both voice and data services. You may only use 4G+ Services when you are in range of a 4G+ base station.

“4G Calling” means the ability to make and receive a voice call and send and receive Texts using the 4G Mobile Network.

“4G Mobile Network” means the communications network used by BT to provide 4G services.

“Accessory” means equipment including batteries but excluding mobile handsets, BlackBerry Handsets, Tablets or dongles, provided by BT under this Contract.

“Active Subscriptions” means the total number of Mobile Subscriptions or Office SIP Subscriptions (as applicable) that are active on your account.

“Annex” means the BlackBerry Services Annex, the BT One Phone Portal Annex, the BT Signal Assist Annex, the Convergence Services Annex, the MobileIron Services Annex, the Onsite Mobile Network Annex, the Private Voice and Data Extra Annex, the Recording Extra Annex and the SIP Network Annex.

“APN” means the access point name given to the unique point (or points) at which the Customer Network or a public network such as the Internet may connect with the Mobile Network.

“Backhaul Connection” has the meaning given in Paragraph 6.2.1(a).

“BlackBerry Services Annex” means the Annex to this Schedule that sets out the terms governing the use of the BlackBerry Services.

“BlackBerry Handset” means any BlackBerry handset provided by BT under this Contract.

“BlackBerry Services” means a Subscription Extra, with further terms as set out in the Blackberry Services Annex.

“BT Equipment” means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the BT One Phone Service, including:

- (a) Onsite Transmission Equipment;
- (b) SIP Network Equipment; and
- (c) BT One Phone SIM Cards.

“BT Mobile Hotspot Device” means a device that pairs wirelessly with suitable computing equipment provided by you to allow you to connect to Internet through the Mobile Network.

“BT One Phone App” means a mobile app which provides features including full access, to your internal directory, ability to see users’ line status and a ‘follow me’ functionality which allows you to divert calls to another device. **“BT One Phone Conference”** means an audio conferencing service, with more terms as set out in Paragraph 9.9.

“BT One Phone Coverage Plan” means the plan setting out the details of any part of the BT One Phone Service and the location of any BT Equipment required to provide that coverage or connectivity, as set out in any applicable Annex.

“BT One Phone Dial In Service” means an interactive voice response service providing services including the management of user settings and preferences applicable to the BT One Phone Service including BT One Phone Conference.

“BT One Phone Helpdesk” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the BT One Phone Service, details of which can be found in Section 10c of the BT Price List.

“BT One Phone Portal Annex” means the Annex to this Schedule that sets out the terms governing the use of the BT One Phone Portal.

“BT One Phone Portal” means the online portal provided by BT, with further terms as set out in the BT One Phone Portal Annex, accessible at <http://www.bt.com/btonephoneportal> or any other URL that BT notifies you.

“BT One Phone Service” has the meaning given in Paragraph 1.

“BT One Phone SIM Card” means the subscriber identity module card provided by BT as part of the BT One Phone 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 Signal Assist Annex" means the Annex to this Schedule that sets out the terms governing the use of BT Signal Assist.

"BT Signal Assist" means a Subscription Extra or a Company Extra, with further terms as set out in the BT Signal Assist Annex.

"BT Wi-Fi" means BT's wireless data service that uses radio frequency to access a BT Wi-Fi Site. Fixed line connections from the BT Wi-Fi Site connect you to the Network and then on to the Internet or, if applicable, the Customer Network.

"BT Wi-Fi Network" means BT's communications network used to provide BT Wi-Fi from the BT Wi-Fi Site to the Internet or, if applicable, the Customer Network.

"BT Wi-Fi Site" means each physical location of the radio access points offering BT Wi-Fi access to you. The locations of BT Wi-Fi Sites can be found on the BT Wi-Fi Web Page.

"BT Wi-Fi User Account" means the account details that allow Users to access BT Wi-Fi.

"BT Wi-Fi Partner" means a third party that owns or controls a site which has BT's public Wi-Fi service installed on it. These third party sites are listed on the BT Wi-Fi Web Page.

"BT Wi-Fi Web Page" means www.bt.com/openzone or such other URL as BT may advise.

"Business Hours" means between the hours of 0800 and 1700 on a Business Day.

"CLI Numbers" means the numbers to be presented as part of Flexible Caller Line Identity.

"Company Extra" means an additional feature, function or charging mechanism that applies to all your Users, with further terms and details set out in Section 10c of the BT Price List.

"Company Administrator" means the person allocated in the BT One Phone Portal to make decisions on your behalf as set out in this Contract.

"Conference Bridge Number" means the number participants ring to access a call on BT One Phone Conference.

"Content" means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

"Contract" means, in order of precedence:

- (a) any Annex;
- (a) the BT One Phone Schedule;
- (b) the General Terms;
- (c) any Order;
- (d) the BT Price List; and
- (e) any other documents expressly incorporated by any of these documents or by agreement between both of us.

"Convergence Services Annex" means the Annex to this Schedule that sets out the terms governing the use of the Convergence Services.

"Convergence Services" means a Company Extra providing a bundle of services comprising of project management, landline porting, user training, and in-life service and maintenance, with further terms as set out in the Convergence Services Annex.

"Customer Equipment" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a BT One Phone Service.

"Customer Handset" means a handset provided by you for use with the BT One Phone Service that supports the GSM standard and GSM1800 frequency.

"Customer Network" means your communications network including LAN and any intranet services.

"Data Only SIM Subscription" means a data only subscription option, with further details set out at Section 10c of the BT Price List.

"De-installation Charges" means the Charges payable by you on de-installation of the BT One Phone Service that are equal to the then current rates for Installation Charges on the date of de-installation.

"Device" means a BlackBerry Handset, Tablet, iPad, BT Mobile Hotspot Device, SIP Device, SIP Soft Client, USB Modem Device, Accessory, Refurbished Device or other equipment provided by BT under this Contract, which are all Purchased Equipment for the purposes of this Schedule.

"EU" means European Union.

"EULA" has the meaning given in Paragraph 8.7.1.

"Europe Zone" means the countries set out in Section 10c of the BT Price List.

"Fair Use Policy" means the fair use policy set out in Paragraph 9.7.1.

“Flexible Caller Line Identity Extra” means a Subscription Extra that provides a facility that allows a User to add an external number to a Subscription and for that Subscription to be able to present that number when it makes an outbound call.

“Flexible Caller Line Identity Order Form” means the order form that sets out the CLI Numbers that are to be presented as part of the Flexible Caller Line Identity Extra.

“Funded Devices” means a Device BT supplies to you without charge or that you purchased using a hardware fund, as set out in the BT Price List or in the Order.

“General Terms” means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

“GPRS” means General Packet Radio Service for the transmission of data.

“GSM Gateway” means a single point of access to the Mobile Network from another network using BT One Phone SIM Cards or any facility enabling the making of automated calls or the sending of automated Text and data using BT One Phone SIM Cards.

“HSDPA” means High Speed Downlink Packet Access a protocol for networks based on the Universal Mobile Telecommunications System for the transmission of data.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the BT One Phone Service or particular element of the BT One Phone Service.

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

“iPad” means an Apple iPad tablet.

“iPhone” means an Apple iPhone device.

“IVR” means interactive voice response.

“Level 1 Fault” means a fault that you identify with any part of the BT One Phone Service, excluding with:

- (a) a Device;
- (b) the Mobile Network;
- (c) the Onsite Mobile Network;
- (d) the SIP Network;
- (e) a Private Voice Extra; and
- (f) a Private Data Extra.

“Level 1 Response Time” means the period of time within which BT will aim to respond to a Level 1 Fault that you have reported, as set out in the table at Paragraph 14.1.

“Level 2 Onsite Mobile Network Fault” means a fault that you identify with your Onsite Mobile Network.

“Level 2 SIP Network Fault” means a fault that you identify with your SIP Network.

“Level 2 Private Voice Extra Fault” means a fault that you identify with your Private Voice Extra.

“Level 2 Private Data Extra Fault” means a fault that you identify with your Private Data Extra.

“Level 2 Repair Time” means the period of time within which BT will aim to repair a Level 2 Onsite Mobile Network Fault, a Level 2 SIP Network Fault, a Level 2 Private Voice Extra Fault or a Level 2 Private Data Extra Fault, as set out in the table at Paragraph 14.1.

“Level 2 Response Time” means the period of time within which BT will aim to respond to a Level 2 Onsite Mobile Network Fault, a Level 2 SIP Network Fault, a Level 2 Private Voice Extra Fault or a Level 2 Private Data Extra Fault, as set out in the table at Paragraph 14.1.

“Minimum Revenue Commitment” means the minimum amount of revenue that you agree to achieve, as set out in Paragraph 8.10.

“Minimum Period of Service” means a period of consecutive months as set out in the Order beginning on the Minimum Period Start Date.

“Minimum Period Start Date” means the earlier of:

- (a) six months from the Effective Date;
- (b) when 50 per cent of both the Mobile Subscriptions and Office SIP Subscriptions are Active Subscriptions; and
- (c) any other date agreed between both of us.

“Minimum Term” means a period as set out in any applicable Order beginning on the relevant Service Start Date, unless set out otherwise in any applicable Order that applies to any:

- (a) Mobile Subscription;
- (b) Office SIP Subscription;
- (c) Data Only SIM Subscription;

- (d) Non Subsidised Subscription;
- (e) Order for a SIP Network;
- (f) Order for an Onsite Mobile Network;
- (g) Order for Signal Assist; and
- (h) Order for Private Voice Extra or Private Data Extra.

“**MMS**” means multimedia messaging service.

“**Mobile Data**” means the service that enables you to send and receive data over GPRS, 3G, 4G, 4G+ and HSDPA networks.

“**MobileIron**” means MobileIron Inc, a Delaware corporation with its principal place of business at 415 East Middlefield Road, Mountain View, CA 940643.

“**MobileIron Services Annex**” means the Annex to this Schedule that sets out the terms governing the mobile device management service provided by MobileIron.

“**MobileIron Cloud Service**” means a Subscription Extra supplying either an on-premises or cloud based mobile device management and security service, with further terms as set out in the MobileIron Services Annex.

“**Mobile Network**” means the communications network enabling you to send and receive data, make calls and send Texts over GPRS, 3G, 4G, 4G+ and HSDPA networks.

“**Mobile Service**” means a mobile wireless communications service provided as part of a Mobile Subscription.

“**Mobile Subscription**” means a subscription option enabling a User to connect to the Mobile Network or the BT Wi-Fi Network that includes a BT One Phone SIM Card and a Device, unless you choose to use a Customer Handset, including:

- (a) Mobile Worker; and
- (b) Mobile SIM Only.

“**Mobile Subscription High Watermark**” means the highest number of Mobile Subscriptions measured on any Subscription Measurement Date. The initial Mobile Subscription High Water Mark is the number of Mobile Subscriptions on the initial Order.

“**Mobile Worker**” means a type of Mobile Subscription, with further details set out in Section 10c of the BT Price List.

“**Mobile SIM Only**” means a type of Mobile Subscription, with further details set out in Section 10c of the BT Price List.

“**Monthly Installation Charges**” means Charges for installation of the BT One Phone Service or applicable part of the BT One Phone Service or any Purchased Equipment, Customer Equipment or BT Equipment (as applicable) that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“**Ms**” means millisecond.

“**Non Subsidised Subscription**” means a subscription option with a Minimum Term of three months, with further details set out at Section 10c of the BT Price List.

“**Number Porting Compensation Scheme**” means the scheme under which you may be paid compensation where a number is not ported by the Port Date, further details of which are set out in Section 10c of the BT Price List.

“**Office SIP Subscription**” means a subscription option giving you the ability to use a SIP Device to connect to the SIP Network.

“**Office SIP Subscription High Watermark**” means the highest number of Office SIP Subscriptions measured on any Subscription Measurement Date. The initial Office SIP Subscription High Water Mark is the number of Office SIP Subscriptions on the initial Order.

“**On Boarding Period**” means the time between BT’s acceptance of your Order and the Service Start Date.

“**Onsite Mobile Network Annex**” means the Annex to this Schedule that sets out the terms governing the use of the Onsite Mobile Network.

“**Onsite Mobile Network**” means a Company Extra provided using Onsite Transmission Equipment at the Site(s) accessed via a BT One Phone SIM Card, with further terms as set out in the Onsite Mobile Network Annex.

“**Onsite Transmission Equipment**” means any onsite base station(s) provided by BT under this Contract.

“**Opening Hours**” means the opening hours during which you can report faults, as set out in the table at Paragraph 14.1.

“**Order**” means any order or part of an Order you give to BT that is accepted by BT for the BT One Phone Service.

“**Out of Allowance Services**” means voice, Text and data usage that is included in the Regulatory Bill Limit and excludes those Charges listed in Paragraph 9.12.5.

“**Permanent Roaming Activity**” means use of the BT One Phone SIM Card outside of the UK on a permanent basis.

“**Port Date**” means the date provided by BT to you when your existing number will be ported and the BT One Phone Service made available to you by BT on that number.

“**Private Data Extra**” means a Company Extra, with further terms as set out in the Private Voice and Data Extra Annex.

“**Private Voice and Data Extra Annex**” means the Annex to this Schedule that sets out the terms governing the use of Private Voice Extra and Data Extra Annex.

- “Private Voice Extra”** means a Company Extra, with further terms as set out in the Private Voice and Data Extra Annex.
- “Purchased Equipment”** means for the purposes of this Schedule (in addition to the meaning given in the General Terms) Purchased Equipment means Devices provided by BT for the use of the BT One Phone Service.
- “Reconciliation Charges”** means an amount equal to the difference between your actual spend on the date of termination of the Contract in accordance with Paragraph 8.10.1 and the Minimum Revenue Commitment, if any.
- “Reconciliation Measurement Date”** has the meaning given in Paragraph 8.10.1(a).
- “Recording Extra”** means a Subscription Extra that offers recording of all your incoming and outgoing calls and Texts via a BT One Phone SIM Card in the UK.
- “Recording Extra Annex”** means the Annex to this Schedule that sets out the terms governing the use of Recording Extra.
- “Recurring Charges”** means the Charges for the BT One Phone Service or applicable part of the BT One Phone Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order and that will include Charges for any Subscription Extras and Company Extras.
- “Refurbished Device”** means a previously owned device which has been checked to ensure that, as applicable, the call facility, keypad, battery, software, camera facility and screen are working and is free from visual dents, scratches and abrasions when viewed at arm’s length.
- “Regulated Bill Limit”** means the bill limit set for each billing period for all Out of Allowance Services across the whole Contract that can apply to new Customers or existing Customers that resign or regrade their Contract after 1st October 2018.
- “Roaming”** means use of the Mobile Service to receive or make calls, transmit Texts, or transmit and receive data when outside of the UK.
- “Service Management Boundary”** has the meaning given in Paragraph 4.1.
- “Service Options”** has the meaning given in Paragraph 3.
- “SIP”** means session initiation protocol.
- “SIP Device”** means a SIP enabled Device provided by BT or a SIP Soft Client.
- “SIP Network Annex”** means the Annex to this Schedule that sets out the terms governing the use of the SIP Network.
- “SIP Network”** means a Company Extra provided via the Onsite SIP Network Equipment at the Site(s), accessed via a SIP Device.
- “SIP Network Equipment”** means SIP Network data switches and associated transmission.
- “SIP Soft Client”** means Software provided as part of the BT One Phone Service that can be used on a PC or laptop to make or receive calls.
- “SIP Trunk”** means a logical connection created for the purposes of carrying voice and other media as IP traffic.
- “Subscription”** means a Mobile Subscription, an Office SIP Subscription, a Data Only SIM Subscription or a Non Subsidised Subscription.
- “Subscription Extra”** means an additional feature, function, inclusive allowance or charging mechanism added to a Subscription, with further terms and details set out in Section 10c of the BT Price List.
- “Subscription Measurement Date”** means the date each month upon which BT measures the number of Active Subscriptions.
- “Subscription Termination Allowance”** has the meaning given in Paragraph 8.11.1.
- “Subscription Termination Charge”** means the charge applicable when the Subscription Termination Allowance has been exceeded.
- “Surcharges”** means the additional charges set out in Section 10c of the BT Price List.
- “Stable Links”** means that you have a frequent and substantive presence in the UK and that you spend at least a total of two months or more during any four month period within the UK.
- “Standard Service Components”** has the meaning given in Paragraph 2.
- “Tablet”** means any mobile computing device with a touch screen interface and a screen seven inches or larger provided by BT under this Contract, including iPads.
- “Text”** means short messaging service.
- “Ticket”** means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.
- “Upfront Installation Charges”** means those one off Charges set out in any applicable Order relating to installation of the BT One Phone Service or any Purchased Equipment, Customer Equipment or BT Equipment, as applicable.
- “Usage Charges”** means the Charges for the BT One Phone Service or applicable part of the BT One Phone Service, including Charges for Wi-Fi Calling and 4G Calling, 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 One Phone Service, or the number of minutes the BT One Phone Service was used for) with the relevant fee as set out in any applicable Order.

“**USB Modem Device**” means a device that pairs with suitable computing equipment provided by you to allow you to connect to the BT One Phone Service.

“**Video Messaging**” means the ability to send and receive a video clip.

“**WEEE**” has the meaning given in Paragraph 7.8.1.

“**WEEE Directive**” has the meaning given in Paragraph 7.8.1.

“**Wi-Fi**” means a wireless Local Area Network based on the Institute of Electrical and Electronics Engineers' (IEEE) 802.11 standards.

“**Wi-Fi Calling**” means the ability to make and receive a voice call and send and receive Texts using a compatible Wi-Fi network.

“**World Zone**” means the countries set out in Section 10c of the BT Price List.