



Annex to the Service Schedule for BT One Phone – Onsite Mobile Network

- 1.1 Where the Service includes Onsite Mobile Network, the following additional Clauses will apply in addition to the:
- (a) The Order Form (including the BT One Phone Coverage Plan and where applicable the Flexible Caller Line Identity (CLI) Extra – Order Form)
 - (b) The BT Price List
 - (c) The Annex for the BT One Phone Portal
 - (d) The Annex for BlackBerry
 - (e) The Annex for BT Signal Assist
 - (f) The Annex for Call Recording Extra
 - (g) The Annex for Private Voice Extra & Private Data Extra
 - (h) The Annex for Onsite SIP Network
 - (i) The Service Schedule for BT Business One Phone
 - (j) The Conditions for BT Business Service.
2. **General Description**
- 2.1 Onsite Mobile Network
- Where an Onsite Mobile Network is provided this is chargeable and is subject to survey. Further details of which can be found in the BT Price List in Section 10c.
- details of which are set out below.
3. **Onsite Mobile Network**
- 3.1 The Onsite Mobile Network will provide the Customer with the ability to:
- (a) make and receive voice calls; and
 - (b) send and receive information (including messaging services such as Texts, MMS or email or accessing information from the internet).
- 3.2 Where a Device or Customer Handset in which the BT One Phone SIM Card provided under this Contract is installed:
- (a) is in range of the On-Site Transmission Equipment it will connect to the Onsite Mobile Network provided that it is enabled to do so;
 - (b) is not in range of the Onsite Mobile Network and/or is not enabled to connect to the Onsite Mobile Network it will connect to the BT Mobile Network subject to coverage availability.
- 3.3 Where a call commences on the BT Mobile Network, it will continue on the BT Mobile Network even if the Device or Customer Handset in which the BT One Phone SIM Card is installed comes within range of the Onsite Mobile Network. Once the Device or Customer Handset is connected to the Onsite Mobile Network any future calls in range of the Onsite Mobile Network will be made on the Onsite Mobile Network.
- 3.4 Where a call commences on the Onsite Mobile Network and the Device or Customer Handset in which the BT One Phone SIM Card is installed moves out of the range of the Onsite Mobile Network, the call will be handed over to the BT Mobile Network, provided that the BT Mobile Network is available.
- 3.5 In order to provide the Onsite Mobile Network, BT will:
- (a) visit the Site to conduct a survey (or surveys) of the Site;
 - (b) produce a BT One Phone Coverage Plan; and
 - (c) install BT Equipment at the Site.
- Clauses 2.4 (as amended by Clause 22.1 of the Service Schedule) to 2.8 inclusive of the Conditions apply to site visits and installation of the On-Site Transmission Equipment.
- 3.6 The On-Site Transmission Equipment where it is provided in “open mode”, allows a Device or Customer Handset in which the BT One Phone SIM Card is installed, or a device of a third party (in which a SIM card has been provided by BT under a contract for BT One Phone) that is within the range of the On-Site Transmission Equipment to use the signal generated from the On-Site Transmission Equipment.
- 3.7 The Customer is responsible for:

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- (a) preparing the Site in accordance with Clauses 2.4 (as amended by Clause 22.1 of the Service Schedule) and 2.5 of the Conditions to enable installation of the On-Site Transmission Equipment;
 - (b) allowing access to the Site in accordance with Clause 2.4 of the Conditions (as amended by Clause 22.1 of the Service Schedule) to enable BT to install the On-Site Transmission Equipment;
 - (c) keeping the On-Site Transmission Equipment in accordance with Clause 2.4 of the Conditions (as amended by Clause 22.1 of the Service Schedule); and
 - (d) notifying BT of any suspected or unauthorised use of the On-Site Transmission Equipment.
- 3.8 If the Customer is using their existing network infrastructure to deliver the Onsite Mobile Network, the Customer will be responsible for:
- (a) ensuring that the onsite structured cabling that is supporting the Onsite mobile network is of the required specification, as defined by BT;
 - (b) supplying the correct number of data connections for the mobile coverage units to be routed back to the installed BT One Phone network equipment;
 - (c) ensuring the BT One Phone coverage equipment are provided with a clean connection across the Customer data backbone (using separated VLAN) to the BT One Phone access router;
 - (d) ensuring that the BT One Phone demarcation point is the data port at the BT One Phone router, all intermediary cabling and data connections are the responsibility of the Customer.
- 3.9 If the Customer is utilising their existing internet connection to deliver the transmission of the Onsite Mobile Network back to the BT One Phone network, the Customer will be responsible for:
- (a) delivering a transmission connection of required speed and size to support the on-site mobile network, as defined by BT.
- 3.10 The Customer will not use the On-Site Transmission Equipment in any way which BT thinks may damage or affect the operation of the Network.
- 3.11 The ability of the Onsite Mobile Network at a Site to support Subscriptions at the Site will be monitored by BT. Where the Customer:
- (a) anticipates a significant increase in Subscriptions at a Site temporarily or permanently; or
 - (b) requires an increase in the number of Subscriptions at a Site,
- the Customer will notify BT in writing and the process set out in Clauses 12.4 to 12.8 inclusive of the Service Schedule for BT One Phone will apply.
- 3.12 Where in BT's reasonable opinion the Onsite Mobile Network at a Site is unable to adequately support the number of Subscriptions at the Site, BT may request, via a contract amendment, that additional On-Site Transmission Equipment and/or other infrastructure is installed for which BT will levy a charge. Where the Customer refuses to agree to the variation to the Contract, BT may suspend the Service Level.
- ### Charges
- 3.13 Where an Onsite Mobile Network is included in the Contract,
- The Minimum Term and Charges are as set out in Section 10c of the BT Price List, or as amended via the Order Form, On Boarding Contract Amendment or any other agreed contract amendment document.
- The Minimum Term commences when the Onsite Mobile Network is activated on the service.
- 3.14 Charges for calls made using the Onsite Mobile Network are the charges applicable to calls made using the BT Mobile Network

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which are set out in Section 10c of the BT Price List Entry and the Order Form.

Contract Amendment During the On Boarding Period

3.15 Where during the On Boarding Period:

- (a) BT considers it necessary, following a survey of the Site(s) to provide the Onsite Mobile Network (wholly or partially) using non-standard methods incurring greater expense than is normal; or
- (b) the Onsite Mobile Network is provided at greater expense to BT than is normal as a result of a request from the Customer; or
- (c) a change to the Contract is agreed between BT and the Customer,

The change will be documented in the On Boarding Contract Amendment.

3.16 The Customer must within 14 days of BT issuing the On Boarding Contract Amendment either:

- (a) sign the On Boarding Contract Amendment, which will upon signature by BT form part of the Contract; or
- (b) cancel the Contract, in which case BT will apply the charges set out in Clause 19.2 of the Service Schedule.

3.17 Where the Customer does not sign the On Boarding Contract Amendment or give notice of cancellation of the Contract within the 14 day period, BT may terminate the Contract in which case BT will, by way of compensation, charge BT's reasonable expenses incurred in getting ready to provide the Service and any usage charges incurred up to the date of cancellation.

Contract Amendment After the On-Boarding Period

3.18 Where additional On-Site Transmission Equipment is required after expiry of the On Boarding Period the Customer will issue BT with a contract amendment

request and BT will notify the Customer whether or not BT agrees to provide the additional On-Site Transmission Equipment and will issue a contract amendment which will include any special terms and conditions and the charges.

3.19 The Customer will within 14 days of BT issuing the contract amendment:

(a) confirm their acceptance of the special terms and conditions and charges set out in the contract amendment by signing the contract amendment and returning it to BT. Upon signature of the contract amendment by BT, the contract amendment will form part of the Contract; or

(b) give written notice of their rejection of the special terms and conditions and charges in the contract amendment. Where the Customer rejects the contract amendment the Customer may:

(i) withdraw the request to amend the Contract in which case BT will continue to provide the Service and will apply the charges applicable to the Contract before the request to amend the Contract was issued; or

(ii) terminate the Contract in accordance with Clause 19.3 of the Service Schedule in which case the charges in Clause 17.8 of the Service Schedule will apply.

(c) where the Customer does not sign the contract amendment, withdraw the request or terminate the Contract as set out in Clause 3.17 of this Annex, within the 14 day period, BT may terminate the Contract in which case BT will, by way of compensation, charge the Customer the early termination charges stated in Clause 17.8 of the Service Schedule.

3.20 In the period covered by Clauses 3.15 to Clause 3.19 inclusive of this Annex, BT will continue to provide the Service and the Customer will pay the charges applicable

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- to the Contract before the request to amend the Contract was issued.
- 4. General**
- 4.1 The On-Site Transmission Equipment
- (a) remain BT's property as set out in Clause 3.3 of the Service Schedule.
 - (b) is only compatible with the BT Mobile Network and cannot be used with other telecommunication networks;
- 4.2 The Customer is responsible for:
- (a) compliance with Clause 2.8 of the Conditions where the On-Site Transmission Equipment is removed.
 - (b) notifying BT if it believes that the On-Site Transmission Equipment or the Service is being used for fraudulent or illegal purposes.
 - (c) ensuring that the On-Site Transmission Equipment is not moved or modified in any way.
- 4.3 The Customer acknowledges and agrees that:
- (a) The On-Site Transmission Equipment will only be used in the United Kingdom and in accordance with the guidelines, instructions and other specifications provided with the On-Site Transmission Equipment as may be provided by BT from time to time;
 - (b) BT and Ofcom may require access to the On-Site Transmission Equipment to ensure that it is being used in accordance with Clause 4 of this Annex, has not been modified and is not causing or contributing to undue interference with other radio equipment and will grant BT and Ofcom access; and
 - (c) from time to time BT may access the On-Site Transmission Equipment remotely in order to provide updates to the On-Site Transmission Equipment;
- 4.4 BT retains the right to suspend Service to the On-Site Transmission Equipment where there has been no activity on the On-Site Transmission Equipment for three consecutive months. During any period of suspension, the Customer will not be able to use the On-Site Transmission Equipment to make calls including emergency calls.
- 4.5 BT will terminate Service to the On-Site Transmission Equipment where:
- (a) the On-Site Transmission Equipment becomes permanently incompatible with the Network; or
 - (b) there is a breach of this Contract; or
 - (c) BT is directed to do so by Ofcom; or
 - (d) the Customer's contract for access to the BT Mobile Network is terminated.
- 4.6 There may be circumstances when a BT One Phone SIM Card will not be able to make 999 or 112 emergency calls or, when a BT One Phone SIM Card is within the range of the On-Site Transmission Equipment, when emergency organisations will not be able to automatically locate the correct geographic position of the BT One Phone SIM Card. BT recommends that the Customer:
- (a) makes alternative arrangements to cover circumstances such as a loss of mains electricity; and
 - (b) maintains a primary fixed telephone line.
- 4.7 Where Service to the On-Site Transmission Equipment or BT Signal Assist Equipment is terminated under Clause 6 of the Conditions, Clause 19 of the Service Schedule or Clauses 3.15 to 3.17, 3.19 and 4.2 of this Annex, BT may on written notice request return of the On-Site Transmission Equipment or BT Signal Assist Equipment which will be at the Customer's expense or at BT's discretion, BT may recover the On-Site Transmission Equipment in which case the Customer will comply with the obligations set out in Clauses 2.4 (as amended by Clause 22.1 of the Service Schedule), 2.6 and 2.8 of the

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- Conditions and Clause 20.2 of the Service Schedule.
- 5.8 Subject to Clause 6.5 of the Conditions, where Service to the On-Site Transmission Equipment or BT Signal Assist Equipment is terminated within the applicable Minimum Term, the Customer may be liable for early termination charges as set out in Section 10c of the BT Price List or as amended via the Order Form, On Boarding Contract Amendment or any other agreed contract amendment document.
- 5. Amendments to the Service Schedule and Conditions**
- 5.1 The following definitions are amended:
- APN** means the access point name given to the unique point (or points) at which the public network such as internet is connected within the Network.
- BT Equipment** means any equipment, including any Software, BT Signal Assist Equipment and On-Site Transmission Equipment, owned or controlled by BT and placed on the Site to provide the Service.
- 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 the Customer to the Network and then on to the internet or, if applicable, the Customer Network. This may also be referred to as BT Openzone or BT Fon.
- GSM Gateway** means a single point of access to the Network from another network using BT One Phone SIM Cards provided by BT and/or any facility enabling the making of automated calls or the sending of automated Text and data using BT One Phone SIM Cards provided by BT.
- 5.2 Clause 13.1 of the Service Schedule is amended as follows:
- BT provides the Helpdesk for the reporting of faults in the BT Mobile Network, BT Signal Assist, Onsite Mobile Network where applicable details of which and the Service Level that applies are set out in Section 10c of the BT Price List.
- 5.3 Clause 16.3 (e) of the Service Schedule is amended as follows:
- (e) knowingly distribute malicious software or permit hacking or unauthorised modification of any Device, Software or of the Network.
- 5.4 Clause 18.1 of the Service Schedule is amended as follows:
- BT may bar a BT One Phone SIM Card or SIM Cards preventing the Customer from making calls (other than to the emergency services), disconnect it from the Network or suspend the Service:
- (a) if the Customer fails to comply with Clauses 3.3 and 3.4 of the Conditions, Clauses 3.4, 3.5 and 16.3 to 16.5 inclusive of the Service Schedule and Clauses 3.7 to 3.11 and 4.2 to 4.3 inclusive of this Annex;
- (b) in the event of loss or theft of the BT One Phone SIM Card or Device;
- (c) if BT has reasonable cause to suspect fraudulent use of the BT One Phone SIM Card or Device; or
- (d) upon instruction by emergency services or any other government, regulatory or appropriate authority.
- 5.5 Clause 18.2 of the Service Schedule is amended as follows:
- The Customer will pay an unbaring charge and, if applicable, a re-connection charge if the Service is temporarily barred and/or the BT One Phone SIM Card is disconnected from the Network for the reasons stated in Clause 18.1 of this Schedule. If BT has barred or disconnected the Service, BT will not re-provide it unless the Customer complies with the terms of the Contract or satisfies BT that the Customer will do so in future, or that the Service will not be used again in a way that is forbidden. BT may require the Customer to authorise a direct debit authority for the payment of such charges.
- 5.6 Clause 18.3 of the Service Schedule is amended as follows:

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If BT bars the BT One Phone SIM Card, disconnects it from the Network or suspends the Service, the Contract will continue. The Customer will pay all charges until the Contract is ended by notice under Clause 6 of the Conditions (as amended by Clause 19.3 of the Service Schedule).

5.7 Where the Contract includes an Onsite Mobile Network the notice period set out in Clause 19.3 of the Service Schedule is amended to three month's written notice to the other.

6. Definitions

In this Annex, unless the context requires otherwise, in addition to the defined terms set out in the Conditions and the Service Schedule, the Annex for BlackBerry, the Annex for the BT One Phone Portal, the Annex for BT One Phone Signal Assist, the Annex for Call recording Extra, the Annex for Onsite Mobile Network, and the Annex for Private Voice Extra & Private Data Extra capitalised terms in this Annex will have the following meaning:

BT One Phone Coverage Plan	Means the plan setting out the coverage of the Onsite Mobile Network and the location of the On-Site Transmission Equipment required to provide that coverage.
BT Signal Assist Equipment	Means an On-site 3G Femto cell provided by BT under this Contract which is BT Equipment.
Onsite Mobile Network	Means the on-site mobile network provided via the On-Site Transmission Equipment at the Site or Sites accessed via BT One Phone SIM Cards provided under this Contract.
Network	Means the BT Mobile Network and/or the Onsite Mobile Network.
On-Site Transmission Equipment	Means an On-site base station(s), On-site 2G radio antennas and associated transmission provided by BT under this Contract which is BT Equipment