**SIPIA SERVICE SCHEDULE 9**

**Emergency Service (Fixed Emergency Calls, VoIP Originated Emergency Calls,**

**Mobile Emergency Calls, Telematics/eCall, Relay UK Calls and Emergency Video Relay)**

**1. Definitions**

* 1. In this Schedule, a reference to a paragraph or Appendix, unless stated otherwise is to a paragraph or Appendix of this Schedule. Words and expressions have the meaning given in Annex D, except as shown below:

**“Advanced Mobile Location” or “AML”** the service feature that allows Location Data established by suitably equipped mobile handsets to be received by BT using the Operator’s SMS or other agreed conveyance method;

**“Approved Provider”** a third-party supplier that is approved by Ofcom to provide the Emergency Video Relay Service within the UK;

**“British Sign Language” or “BSL”** a visual means to communicate using gestures, facial expression and body language;

**“BT Relay UK Emergency Call”** a Fixed, VoIP Originated or Mobile Emergency Call (for users with hearing and/or speech impairments) made by a Calling Party on the Operator System and facilitated by the BT Relay UK Service through the use of the 18000 code;

**“BT Relay UK Service”** a BT service for end-users who need to use text to communicate over the Telecommunication System (formerly called Next Generation Text (NGT) service);

**“Cell”** a geographical radio coverage area (in urban areas, a radius of approximately 200m-2km and in rural areas, approximately 5-20km which is an approximate measurement only and may change from time to time) that can be identified by a mobile station from a (cell) identification that is broadcast from a radio access network access point;

**“Call Handling Agent” or “CHA”** the organisation within BT that provides Emergency Call Centres and associated equipment to initially answer an Emergency Call, route the call to the required Emergency Organisation (EO) and supply caller location information to the EO.These Emergency Centres provide the PSAP role for the UK;

**“Connect To Number”** the telephone number of an Emergency Organisation applicable to the location of a Calling Party;

## “CUPID” Communications Provider Identity;

## “eCall In-Vehicle System” an in-vehicle system capable of making an eCall Emergency Call using a mobile SIM as required by EU regulation 2015/758

**“eCall Emergency Call” or “eCall”** a 991 or 992 Call, which for the purposes of this Schedule is an Emergency Call where the call is initiated using sensors integrated with a vehicle’s electronics or an SOS button operated by the Calling Party which automatically sends Zone Code/Cell ID to BT to ascertain the approximate location of the Calling Party and other vehicle details as set out in paragraph 10.6.5;

**“Emergency Video Relay Service”** a service supplied by an Approved Provider which provides British Sign Language translation and relay facilities for emergency communications to be conveyed via video between an End-User and Emergency Organisations, via an app or web portal which:

1. is capable of being accessed by End-Users from readily available compatible terminal equipment with video capabilities;
2. is available twenty-four hours a day, seven days a week;
3. insofar as reasonably practicable, allows for communication between End-Users of the service at speeds equivalent to voice communications;
4. provides a means of communicating by text in conjunction with video relay; and
5. connects to an Approved Provider and then onwards as a voice call to a CHA for further connection to the required Emergency Organisation;

**“Emergency Video Relay** has the meaning given to the term in

**Regulation”** paragraph 12.2 of this Schedule 9;

**“Enhanced Emergency Location**

**Information Service” or “EELIS”** BT’s system used to obtain the Location Data from MOLES;

**“EVR Wholesaler Service”** has the meaning given to the term in paragraph 12.1 of this Schedule 9;

**“Fixed Emergency Call”** an Emergency Call where the Calling Party is using an Exchange Line connected to a fixed Network Termination Point where the Operator has notified BT of a particular building or location permanently associated with such number;

**“Interface Specification”** Emergency Location Information Interface Specification (PNO-ISC SPECIFICATION NUMBER 013) (as the same may be amended, varied or replaced from time to time by industry wide agreement including the agreement of BT) defining the interface to be used between mobile network operators and emergency Call Handling Agents within the UK to transport location information associated with 999/112 voice Calls;

**“Location Data”** the information to be provided by MOLES which describes the Calling Party's location using those methods available to the Operator for the handset in use. For example, the information may either identify the centre of the Cell and the size of the Cell in which the Calling Party made the Mobile Emergency Call or was last located prior to the time BT makes a request under paragraph 10.6.9 or which notifies BT that the Calling Party cannot be located;

**“Mobile Emergency Call”** an Emergency Call where the Calling Party is using terminal apparatus which is mobile and in respect of which, without a Zone Code/Cell ID, BT would be unable to ascertain the approximate location of the Calling Party;

**“MOLES”** the Mobile Operator's location enabling server which provides the Location Data;

**“Network CLI”** The digits that comprise a unique E.164 [2] number that unambiguously identifies the point of origin of the call to a Public Electronic Communications Network (PECN).

It must represent:

* the fixed access ingress to, a PECN, i.e. the Network Termination Point (NTP); or
* a subscriber or terminal/telephone that has non-fixed access to a PECN, i.e. the line identity that has been allocated to an individual subscription or terminal/telephone with a non-fixed access to the PECN; or
* the first known UK PECN node in the call path.

**“Operator EDSP”** an emergency data service provider having an arrangement with the Operator for the delivery of data messages to the BT System received from the Operator System in a format agreed by the Parties;

**“PECS Code of Practice”** the Code of Practice for the Public Emergency Calls Service (PECS) between Communications Providers and the Emergency Services;

“**PSAP**” Public Safety Answering Point, which is a call centre responsible for answering calls to emergency telephone numbers for police, fire and rescue, ambulance service, and the Coastguard;

**“Telematics”** an in car system capable of making an emergency or vehicle breakdown call using a mobile sim;

**“Telematics Emergency Call”** a 998 Call, which for the purposes of this Schedule is an Emergency Call where the Calling Party is using Telematics terminal apparatus integrated with a vehicle’s electronics which is mobile and in respect of which, without a Zone Code/Cell ID, BT would be unable to ascertain the approximate location of the Calling Party;

**“VoIP Originated Emergency Call”** an Emergency Call that originates from terminal apparatus which for the initial part of the network path allows the Calling Party’s voice to be transported using the Internet Protocol (VoIP) to the BT Emergency Centre. Such terminal apparatus shall use either a single NTP or be “nomadic” and may use more than a single fixed line NTP, or could be mobile;

**“Zone Code/Cell ID”** a code, agreed between the Parties, for signalling and display to the BT Operator, identifying the Cell or group of Cells conveying a Mobile Emergency Call from an Operator Customer.

**2. Description of Service**

2.1 Subject to the provisions of this Schedule, BT’s obligation in respect of an Emergency Call is to convey it from the point of interconnect into BT’s network and hand over such Call to an Emergency Organisation (whether a Fixed Emergency Call, a VoIP Originated Emergency Call, or a Mobile Emergency Call), along with any relevant data provided to BT identifying the location from which the Call is being made. This service shall only be available to be accessed by Calling Parties in the UK having a telephone number conforming to the UK National Telephone Numbering Plan, with the exception of specific cases as shall be agreed between the Parties on a case by case basis.

2.2 BT shall be under no obligation to provide under this Schedule any Emergency Call service wider in scope or more onerous than that which BT is obliged to provide to a BT Calling Party.

2.3 BT shall give the Operator not less than six months’ written notice of any material change to the Emergency Service under this Schedule, or such lesser period as may be agreed with the Operator, such agreement not to be unreasonably withheld.

2.4 The Parties shall conform with the service procedures set out in Annex A.

2.5 Unless there are matters beyond its reasonable control, BT’s emergency CHA will comply with:

2.5.1 the guidelines for the handling of emergency calls published by Ofcom; and

2.5.2 the applicable parts of the Code of Practice for the Public Emergency Call Service (PECS) agreed by the DCMS-chaired 999 Liaison Committee.

**3. Emergency Services Planning and Set Up**

3.1 The Operator shall provide BT with all necessary information in accordance with paragraphs 5.5, 5.6, 8.1, 9.5, 10.1 to 10.3, 10A.5 and/or 10A.6 (as appropriate) before the date agreed pursuant to paragraph 7.1.

3.2 The Operator shall order and BT shall provide the necessary Data Management Amendments for Emergency Calls to be delivered to the relevant Emergency Centres pursuant to the provisions set out in Appendix A of Annex A.

**4. BT’s General Obligations**

4.1 Subject to the provisions of this Schedule, where Emergency Calls are handed over at agreed Points of Connection BT shall:

4.1.1 convey Emergency Calls to its CHA;

4.1.2 provide an onwards connect service to the relevant Emergency Organisation via a BT Operator by means of two-way voice telephony;

4.1.3 utilise such information as provided by, or on behalf of, the Operator under paragraphs 5.5 and 5.6 to provide service under this Schedule; and

4.1.4 liaise and co-operate with the Operator in resolving any problems that may arise and assist the Emergency Organisations with requests for call-trace in the event of the failure of an Emergency Call.

4.2 BT shall correct faults which occur in the BT System which affect Emergency Calls in accordance with BT’s normal engineering practices. For the avoidance of doubt, BT does not warrant that the BT System is, or will be, free from faults.

4.3 BT shall provide training to BT CHA’s staff for the purpose of providing services under this Schedule.

4.4 Where the Operator has reasonably required BT’s assistance in replying to enquiries and complaints in respect of Emergency Calls, BT shall investigate and report to the Operator and neither Party shall make a charge.

4.5 BT will make available monthly reports of its CHA’s performance covering speed of Call answering for the following Emergency Call type – Fixed, Mobile and VoIP.

4.6 BT’s CHA will be regularly audited by BT Group’s Regulatory Compliance and Internal Audit teams to ensure its business processes, risk assessments and continuity plans are appropriate for Emergency Calls. The audit outcome will be made available as an annex on the monthly performance report as set out in paragraph 4.5 following its completion.

4.7 BT shall use reasonable endeavours to comply with the “Best Practice Guide on Names and Address Information” in the “Code of Practice for The Public Emergency Call Service (PECS) between Communication Providers and the Emergency Services” dated January 2011 as the same may be amended from time to time.

**5.** **The Operator’s General Obligations**

5.1 Where the Operator delivers an Emergency Call to the BT System it shall conform with the other requirements for Emergency Calls set out in Annex A.

5.2 The Operator shall not convey Emergency Calls to the BT System before the date agreed pursuant to paragraph 7.1.

5.3 The Operator shall correct faults which occur in the Operator System which affect Emergency Calls in accordance with the Operator’s normal engineering practices. For the avoidance of doubt, the Operator does not warrant that the Operator System is, or will be, free from faults.

5.4 The Operator shall handle, process and reply to all enquiries and complaints about Emergency Calls.

5.5 The Operator shall, and shall procure that a Third Party Operator hosted on the Operator’s System shall:

* + 1. before the Ready for Service Date, provide Data Management Amendments and CUPID;

5.5.2 ensure the provision to BT of details of all new number ranges, and of any amendments to any number ranges and CUPID, which have been allocated to:

1. the Operator by OFCOM (whether or not subsequently made available to service providers of the Operator to use); or
2. a Third Party Operator by OFCOM but are hosted on the Operator’s System, and which are receiving, or could be given, Emergency Service from BT under this Agreement.

5.5.3 ensure all number ranges which are receiving or could be given Emergency Calls service from BT under this Agreement, whether allocated to the Operator or a Third Party Operator, have associated with them a CUPID allocated by Ofcom;

5.5.4 provide to BT, or ensure the provision to BT of Customer details as set out in paragraphs 8.1 for Fixed Emergency Call service and 9.5 for VoIP Originated Emergency Call service in an agreed format and by an agreed method of electronic data interchange, for any telephone number in respect of which the Operator may hand over an Emergency Call to BT (including numbers transited by the Operator or hosted by the Operator). Such details shall be maintained and kept up to date at all times to reliably support the handling of such Emergency Calls by BT and the Emergency Organisations. For the avoidance of doubt Network CLI shall only be forwarded in the format conforming to the UK National Telephone Numbering Plan;

5.5.5 conduct an audit on an annual basis of Customer details as set out in paragraphs 8.1 for Fixed Emergency Call service and 9.5 for VoIP Originated Emergency Call service, for any telephone number in respect of which the Operator may hand over an Emergency Call to BT (including numbers transited by the Operator or hosted by the Operator) to ensure that such details are up to date. The Operator shall make the results of such audits available to BT; and

* + 1. in accordance with best practice pursuant to paragraph 2.5, provide to BT, or ensure the provision to BT of, a non-mobile telephone contact number, manned 24 hours/7 days a week for the use of BT Operators and Emergency Organisations, (i) for the provision/confirmation of Customer name and address details and (ii) for the tracing of the originated Emergency Call in order to identify the Caller’s location (where such tracing is technically possible).

5.6 Further to paragraphs 5.4 and 5.5, if any of the support or information supply under paragraphs 5.4 and 5.5 is to be discharged by a Third Party, whilst retaining overall responsibility the Operator shall inform BT in writing of the area of delegated responsibility, the number ranges affected and the nominated Third Party.

5.7 The Operator shall use its reasonable endeavours to give BT not less than 28 calendar days’ written notice of:

5.7.1 any events requiring exceptional Emergency Service support; or

5.7.2 any significant increase or decrease to its demand for service under this Schedule.

5.8 The Operator shall comply with the “Best Practice Guide on Names and Address Information” in the “Code of Practice for The Public Emergency Call Service (PECS) between Communication Providers and the Emergency Services” dated January 2011 as the same may be amended from time to time. If the Operator fails to comply with such the Operator acknowledges and accepts that BT may advise OFCOM.

5.9 Where the Operator has hosted numbers from a Third Party Operator on its network, or it transits Emergency Calls belonging to a Third Party Operator across its network, the Operator shall procure that clauses 5.2, 5.4, 5.5 (not ‘e’), 5.6, 5.7, 5.8 are flowed through to the Third Party Operator contracts.

5.10 Where the Operator has hosted numbers from a Third Party Operator on its network, or it transits Emergency Calls belonging to a Third Party Operator across its network, the Operator shall procure that the Third Party Operator complies with PECS Code of Practice, and Ofcom General Condition A3.4.

5.11 Failure by the Operator to comply with clause 5 of this Schedule will be deemed to be a material breach of the Agreement for the purposes of sub-clauses 30.2, 30.3 and 30.4 of the main conditions of this Agreement.

5.12 The Operator will make reasonable endeavours to ensure that its end users are aware of the emergency call functionality provided.

**6. Charging**

6.1 The Operator shall pay BT for the conveyance of each Emergency Call the charge specified from time to time in the Carrier Price List.

**7.** **Commencement & Termination**

7.1 The Operator may convey Emergency Calls to BT and BT shall convey those Calls on the later of (a) or (b)

7.1.1 a date 6 months after the date of this Agreement;

7.1.2 the first Ready for Service Date;

or from such other date as the Parties may agree in writing.

7.2 Either Party may terminate access to the Emergency Service provided under this Schedule by giving not less than 2 months’ written notice to the other.

7.3 If the Operator ceases to hand over Calls to BT under this Schedule for a period of two months or more the Operator shall be deemed to have suspended service under this Schedule. If the Operator subsequently seeks to resume service from BT under this Schedule, then the Operator shall meet with BT to agree a reasonable plan for the resumption of service prior to service being provided by BT.

**SERVICE OPTIONS:**

**8. Fixed Emergency Calls service**

8.1 Fixed Emergency Calls may be originated from (i) geographic number ranges or from (ii) non-geographic numbers as specified by BT from time to time, provided that such non-geographic numbers are presented by the Operator as Network CLI.

8.2 Further to paragraphs 5.5 and 5.6 the Operator shall provide to BT, or procure the provision to BT of, Operator Customer details (the Network CLI telephone number, Operator Customer name and installation address (including the post code)) for each Network Termination Point.

8.2.1 BT shall provide such Operator Customer details to the Emergency Organisation in connection with each Fixed Emergency Call as appropriate.

8.3 In the event that BT receives an Emergency Call for which it is not possible to clearly confirm the location and appropriate Connect To Number, or the information is incorrect or corrupted, BT shall use reasonable endeavours (including accessing the number(s) provided by, or on behalf of, the Operator in accordance with paragraph 5.5 (c)) to convey the Call to a Connect To Number for the appropriate Emergency Organisation.

8.4 The Operator shall convey to BT all Fixed Emergency Calls in the format 999ii where:

8.4.1 999 identifies the Call as an Emergency Call; and

8.4.2 ii is the two, three or five digit Code notified to the Operator by BT which identifies the Emergency Call as a Fixed Originated Emergency Call from an Operator Customer.

or such other digits as the Parties may agree in writing from time to time.

8.5 The Operator shall convey to BT all Fixed Emergency Calls with full Network CLI telephone number information (which may be used if technically possible by an Emergency Organisation to call the Customer) and shall permit BT to use such telephone number information in association with Operator Customer details to ascertain the appropriate Emergency Organisation.

8.6 The Parties shall convey Fixed Emergency Calls with the release protocol set such that the Call can only be released by the BT Operator.

8.7 BT shall convey Emergency Calls at all times and at the same standard and quality of service as BT provides to BT Calling Parties making Fixed Emergency Callsfrom within that locality.

**9. VoIP Originated Emergency Calls service**

9.1 VoIP Originated Emergency Calls may be originated from (i) geographic number ranges or from (ii) non-geographic numbers as specified by BT from time to time, provided that such non-geographic numbers are presented by the Operator as Network CLI.

9.2 Notwithstanding paragraph 2.1, BT’s obligation under this Schedule in respect of a VoIP Originated Emergency Call is to make reasonable endeavours to convey it and hand it over to an applicable Emergency Organisation.

9.3 Notwithstanding paragraph 4.1, where VoIP Originated Emergency Calls are handed over at agreed BT Switch Connections BT shall:

9.3.1 convey Emergency Calls to one of the relevant BT Emergency OCHC;

9.3.2 if the Calling Party’s location can be sufficiently identified, provide an onwards connect service to the relevant Emergency Organisation via a BT Emergency Centre telephone operator by means of two-way voice telephony; and

9.3.3 liaise and co-operate with the Operator in attempting to resolve problems that may arise and assist the Emergency Organisations with requests for call-trace in an attempt to identify the Calling Party’s location and the telephone number if not automatically provided.

9.4 BT shall, based upon the location information available, connect a VoIP Originated Emergency Call to the Connect To Number on the BT Emergency Centres’ Emergency Services Database (ESDB) shown for the Emergency Organisation requested by the Operator Customer.

9.5 In the event that BT receives a VoIP Originated Emergency Call for which it is not possible to clearly confirm the location and appropriate Connect To Number, or the information is incorrect or corrupted, BT shall use reasonable endeavours (including accessing the number(s) provided by, or on behalf of, the Operator in accordance with paragraph 5.5 (c)) to convey the Call to a Connect To Number for the appropriate Emergency Organisation.

9.6 Further to paragraph 5.5, the Operator shall provide to BT, or procure the provision to BT of, Operator Customer details (the Network CLI telephone number, Operator Customer name and installation address (including the post code)) for each Network Termination Point. For Customers with nomadic applications that use more than one Network Termination Point, (i) the installation address is (until dynamic methods to update the address can be agreed) the address where the application is normally used; (ii) exceptionally, if the Operator demonstrates to BT that the Operator service is expected to be highly nomadic, the Parties may agree that no address need be provided.

9.6.1 The Operator shall indicate to BT whether each VoIP Customer will use, or be likely to use, more than a single Network Termination Point;

9.6.2 BT shall provide such Operator Customer details to the Emergency Organisation in connection with each VoIP Originated Emergency Call as appropriate.

9.7 The Operator shall convey to BT all VoIP Originated Emergency Calls in the format 999ii where:

9.6.1 999 identifies the Call as an Emergency Call; and

9.6.2 ii is the two, three or five digit Code notified to the Operator by BT which identifies the Emergency Call as a VoIP Originated Emergency Call from an Operator Customer.

or such other digits as the Parties may agree in writing from time to time.

9.8 The Operator shall convey to BT all VoIP Originated Emergency Calls with full Network CLI telephone number information (which may be used if technically possible by an Emergency Organisation to call the customer) and shall permit BT to use such telephone number information to ascertain the appropriate Emergency Organisation.

9.9 Where technically feasible, the Operator shall convey VoIP Originated Emergency Calls with the release protocol set such that the Call can only be released by the BT Operator.

9.10 The Operator shall be responsible for informing its Customers (and potential Customers) of the limitations of the VoIP Originated Emergency Calls.

**10. Mobile Emergency Calls service**

10.1 The Operator shall agree with Emergency Organisations the appropriate local Emergency Organisation departments who shall receive and process Mobile Emergency Calls from Calling Parties conveyed onward to them by BT.

10.2 The Operator shall convey to BT all Mobile Emergency Calls, where technically feasible, with full Network CLI telephone number information (which may be used if by an Emergency Organisation to call the Customer) and shall permit BT to use such telephone number information in association with Operator Customer details to ascertain the appropriate Emergency Organisation.

10.3 The Operator shall allocate to each radio station within the Operator System, which could convey a Mobile Emergency Call, a Zone Code/Cell ID and agree the area covered by each Zone Code/Cell ID with the relevant Emergency Organisations and provide to BT in the format set out in Appendix 1 to this Schedule, for each Zone Code/Cell ID, at least one and where practicable up to three Connect To Numbers for each applicable Emergency Organisation.

10.4 The Operator shall advise BT in writing of any variation to an existing Zone Code/Cell ID or its associated Connect To Numbers, or any new Zone Code/Cell ID or its Connect To Numbers in the format and to the timescales set out in Appendix 1 to this Schedule or as may be agreed otherwise by the Parties in writing from time to time.

10.5 BT shall, upon receipt of information from the Operator regarding new or amended Zone Code/Cell IDs or Connect To Numbers, install that information within the Emergency Centre database and confirm in writing to the Operator the installation of that information.

10.6 BT shall, based upon the Zone Code/Cell ID and the Connect To Numbers related to that Zone Code/Cell ID contained within the Emergency Centre database, connect a Mobile Emergency Call to the Connect To Number on that database shown for the Emergency Organisation requested by the Operator Customer.

10.7 Further to paragraph 10.5, where the Parties agree that the Operator shall supply information to BT from MOLES giving the location of the Calling Party more accurately than can be ascertained solely from the Zone Code/Cell ID:

10.7.1 BT shall supply such information to the Emergency Organisation;

10.7.2 Each Party shall comply with the Interface Specification in so far as it applies to its enabling server;

10.7.3 An alteration to either Party’s:

1. enabling server used for the conveyance of location information under this Schedule, being an alteration which requires changes to be made in the other Party’s enabling server,; or
2. other information that allows the geographic location of the caller to be identified, in order to allow the continued conveyance of information under this Schedule shall be agreed in writing by the Parties, such agreement shall not be unreasonably withheld or delayed.

10.7.4 Each Party is responsible for the operation of its enabling server, including the provision of 24 hours/7 days a week operational and maintenance support and shall take all reasonable and necessary steps to ensure that its enabling server does not damage, interfere with or cause any deterioration in the operation of the other Party’s enabling server or other equipment;

10.7.5BT shall only supply the Location Data to the Emergency Organisation(s) concerned and shall not use the Location Data for any purpose other than the fulfilment of its obligations under this Schedule;

10.7.6 BT shall make available the Location Data to the appropriate Emergency Organisation using, where available, an automated interface agreed by BT and such Emergency Organisation. If an appropriate automated interface does not exist between BT and the Emergency Organisation, upon request from the Emergency Organisation, BT shall use reasonable endeavours to verbally communicate the Location Data received from MOLES to the Emergency Organisation;

10.7.7 BT will maintain all reasonably practical technical and organisational measures to prevent any use of Location Data which is not authorised under this Agreement or which is otherwise unlawful and shall use reasonable endeavours to notify the Operator within a reasonable time of becoming aware of any unauthorised use of Location Data;

10.7.8 BT endeavours to maintain a high degree of accuracy but is not able to guarantee the accuracy of the location information supplied verbally or via the Enhanced Information Service for Emergency Calls (EISIC). Pursuant to the PECS code of practice, BT does not accept any responsibility for the accuracy of the information provided by the Operator and shall have no liability whatsoever for any injury, damage or loss caused by the provision of this information;

10.7.9 Where BT has made a request for Location Data from MOLES under this Schedule, the Operator shall as soon as possible convey to BT a data message with the Location Data associated with each Mobile Emergency Call, such data message to be conveyed from MOLES to EELIS in a format agreed by the Parties in accordance with the Interface Specification.

10.8 In the event that BT receives a Mobile Emergency Call with a Zone Code/Cell ID that is not contained in the Emergency Centre database or that Zone Code/Cell ID does not refer to a required Connect To Number, or the Mobile Emergency Call does not contain all the required information, or the information is incorrect or corrupted, BT shall use reasonable endeavours (including accessing the number(s) provided by, or on behalf of, the Operator in accordance with paragraph 5.5 (c)) to convey the Call to a telephone number for the appropriate Emergency Organisation.

10.9 Further to paragraph 5.1, where BT requires that Mobile Emergency Calls be delivered to another or to different BT Switch Connections, BT shall give the Operator at least 3 months’ notice. The notice shall specify the location of the additional or different BT Switch Connection and the date by which the changes shall be implemented by the Operator.

10.10 The Operator shall convey to BT all Mobile Emergency Calls in the format 999iiABCD(EFGHI) where:

10.10.1 999 identifies the Call as an Emergency Call; and

10.10.2 ii is the two digit Code notified to the Operator by BT which identifies the Emergency Call as a Mobile Emergency Call from an Operator Customer; and

10.10.3 ABCD(EFGHI) is the relevant 4 digit Zone Code or 10 digit Cell ID notified to BT by the Operator pursuant to paragraph 10.2.

or such other digits as the Parties may agree in writing from time to time.

10.11 AML Location Data includes the latitude, longitude, radius and level of confidence that a Calling Party is within a circle centred on this latitude and longitude and with this radius.

10.11.1 The Operator shall make sure that its network is configured to allow the delivery of AML Location Data during an emergency call, and should make reasonable endeavours to test the AML handset functionality as part of its normal testing for suitably equipped handsets.

10.11.2 BT shall make available any supplemental AML Location Data to the appropriate Emergency Organisation using, where available, an automated interface agreed by BT and the Emergency Organisation. If an appropriate automated interface does not exist between BT and the Emergency Organisation BT shall, upon request from the Emergency Organisation, use reasonable endeavours to verbally communicate the Location Data received from MOLES and from AML to the Emergency Organisation.

**10A Mobile Emergency Calls service enhancement: Telematics service and eCall service**

*Note: These services will only be available to those already taking the Mobile Emergency Calls Service.*

10A.1 If the Operator provides the eCall service and/or opts for a Telematics enhanced Mobile Emergency Calls service, subject to the provisions of this Schedule BT shall convey Telematics Emergency Calls and eCall and hand over such Calls to an Emergency Organisation together with information, supplied to BT by an Operator EDSP or an IPVS (such information giving (i) the location of the Calling Party more accurately than can be ascertained solely from the Zone Code/Cell ID, and (ii) other appropriate Calling Party details.

10A.2 BT shall:

10A.2.1 based upon the Zone Code/Cell ID and the Connect To Numbers related to that Zone Code/Cell ID contained within the Emergency Centre database, connect a Telematics Emergency Call or eCall to the Connect To Number on that database shown for the Emergency Organisation requested by the Calling Party;

10A.2.2 match the Telematics Emergency Call information with that provided by the Operator EDSP mentioned in paragraph 10A.6 or any reasonable endeavours to decode any eCall information conveyed using a modern over the eCall voice connection;

10A.2.3 make available the eCall/aTelematics location and other details received from the Operator EDSP to the appropriate Emergency Organisation, together with such information as shall have been conveyed to BT from MOLES in accordance with paragraph 10.7 in order to provide the location of the Calling Party more accurately than can be ascertained solely from the Zone Code/Cell ID.

10A.3 In the event that BT receives an eCall/Telematics Emergency Call with a Zone Code/Cell ID that is not contained in the Emergency Centre database or that Zone Code/Cell ID does not refer to a required Connect To Number, or the Telematics Emergency Call/eCall does not contain all the required information, or the information is incorrect or corrupted, BT shall use reasonable endeavours (including accessing the number(s) provided by, or on behalf of, the Operator in accordance with paragraph 5.6 (c)) to convey the Call to a telephone number for the appropriate Emergency Organisation.

10A.4 If BT does not receive the information set out in paragraph 10A.6, it shall provide a Mobile Emergency Call service to the Operator pursuant to paragraph10.

10A.5 The Operator shall allocate to each radio station within the Operator System, that could convey a Telematics Emergency Call, a Zone Code/Cell ID and agree the area covered by each Zone Code/Cell ID with the relevant Emergency Organisations and provide to BT in the format set out in Appendix 1 to this Schedule, for each Zone Code/Cell ID, at least one and where practicable up to three Connect To Numbers for each applicable Emergency Organisation.

10A.6 The Operator shall advise BT in writing of the Operator EDSP and shall convey a data message associated with the Telematics Emergency Call to the Operator EDSP or convey modem information from an IVS for an eCall in line with its voice coverage capabilities. The Operator shall be responsible for ensuring that the Operator EDSP conveys such data message from the Operator System to the BT System in a format agreed by the Parties. The information within such data message shall include:

10A6.1 the Ordnance Survey grid reference; and

10A.6.2 the CLI of the Calling Party’s mobile terminating apparatus; together with as much of the following as reasonably practicable:

10A.6.3 whether the Call was generated manually or by a crash sensor,

10A.6.4 if the Call was generated by a crash sensor, whether such crash sensor was an air bag or where it is positioned on the vehicle, and

10A.6.5 where appropriate, the vehicle’s details including make, model, colour and registration number.

10A.6.6 The information from data transmitted with an eCall MSD shall include at least the following data elements:-

Activation: manual (SOS button) or automatic;

Vehicle Class: passenger Vehicle;

Vehicle identification number (VIN) – which will be used by EAs to derive Make and Model;

Vehicle propulsion storage type (This is important particularly relating to fire risk and electrical power source issues (eg Gasoline tank, Diesel tank, Compressed natural gas (CNG));

Vehicle location: The last known vehicle’s position (latitude and longitude);

Confidence in position: set to “Low confidence in position” if the position is not within +/-150m with 95% confidence; and

Direction: bearing.

10A.7 The Operator shall convey to BT Telematics Emergency Calls in the format 99XiiABCD(EFGHIJ) with X being either 1,2 or 8 as follows:

10A.7.1 998 identifies the Call as a Telematics Emergency Call; and

10A.7.2 991 for manually generated eCalls, or as a 992 call for automatically generated eCalls

10A.7.3 ii is the two digit Code notified to the Operator by BT which identifies the Emergency Call as a Mobile Emergency Call from an Operator Customer; and

10A.7.4 ABCD(EFGHIJ) is the relevant Zone Code/Cell ID notified to BT by the Operator pursuant to paragraph 10.2.

or such other digits as the Parties may agree in writing from time to time.

**11. BT Relay UK Emergency Service**

**Description of Service:**

11. 1 A Calling Party on the Operator System may access the BT Relay UK Service to make BT Relay UK Emergency Calls, by dialling the 18000 code.

11.2. The Operator shall convey to BT all Fixed and VoIP BT Relay UK Emergency Calls in the format:

11.2.1 18000ii where:

1. 18000 identifies the Call as a BT Relay UK Emergency Call; and
2. ii is the two, three or five digit Code notified to the Operator by BT which identifies the BT Relay UK Emergency Call as an BT Relay UK Emergency Call from an Operator Customer; and

11.2.2 18000iiABCD(E) for a Mobile BT Relay UK Emergency Call where:

(a) 18000 identifies the Call as an Emergency Call; and

(b) ii is the two digit Code notified to the Operator by BT which identifies the BT Relay UK Emergency Call as a Mobile BT Relay UK Emergency Call from an Operator Customer; and

(c) ABCD(E) is the relevant Zone Code/Cell ID notified to BT by the Operator pursuant to paragraph 10.2.

or such other digits as the Parties may agree in writing from time to time.

11.3 If BT Relay UK Emergency Calls using 18000 are handed over from the Operator System to the BT System, BT shall:

11.3.1 provide access to the relevant Emergency Organisation via a BT Operator using voice telephony; and

11.3.2 in the event of failure of a BT Relay UK Emergency Call liaise and co-operate with the Operator in resolving any problems that may arise and assist the Emergency Organisations with requests for Call-trace.

11.4 The Operator System shall hand over to the BT System all Fixed, VoIP and Mobile BT Relay UK Emergency Calls with full CLI. The Operator permits BT to use such CLI to ascertain the appropriate Emergency Organisation.

11.5 The Operator shall convey Fixed BT Relay UK Emergency Calls with the last clearing party initiated release protocol set.

11.6. If the Operator intends to hand over Fixed or VoIP BT Relay UK Emergency Calls, the Operator shall provide to BT details, for each Network Termination Point, of the telephone number, Operator Customer name and installation address (including the post code), in an agreed format and by an agreed method of electronic data interchange.

11.7 Paragraphs 11.2, 11.5 and 11.6 shall not apply to Mobile BT Relay UK Emergency Calls, where the Operator shall supply information in an agreed format and by an agreed method which facilitates the ascertainment of the approximate location of the Calling Party.

11.8 The Operator shall publicise only 18000 as the code for text-users’ BT Relay UK Emergency Calls.

11.9 All BT Relay UK Emergency Call charges shall be in addition to those raised for access to the BT Relay UK Service.

**12 Emergency Video Relay Service**

**Description of service**

* 1. Subject to the provisions of this paragraph 12, BT will contract with an

Approved Provider on terms which:

1. facilitate lawful use by the Operator, its Resellers and its End-Users of the Emergency Video Relay Service; and
2. include adequate measures, in BT’s reasonable opinion, to protect confidentiality of communications between End-Users, the Approved Provider’s BSL interpreters and the Emergency Organisations, (the “**EVR Wholesaler Service**”).
   1. Paragraph 12.1 is intended to assist the Operator in meeting the obligations set out in paragraphs C5.11 and C5.12 of the General Conditions set under section 45 of the Communications Act 2003 (the “**Emergency Video Relay Regulation**”). However, BT shall be under no obligation to contract for the provision of any Emergency Video Relay Service wider in scope or more onerous than that which BT is obliged to provide to a BT retail Customer under the Emergency Video Relay Regulation.
   2. For the purposes of paragraph 12.1, BT shall not be obliged to contract with more than one Approved Provider.

**Charging**

12.4 The Operator shall pay BT for the set up and ongoing provision of the EVR Wholesaler Service at the charge(s) specified from time to time in the Carrier Price List.

12.5 BT may vary how the charges for the EVR Wholesaler Service are determined on 56 calendar days’ written notice to the Operator.

**Termination**

12.6 Either Party may at any time, by two month’s written notice to the other Party, terminate the EVR Wholesaler Service. For the avoidance of doubt, the EVR Wholesaler Service may be terminated without detriment to any other provisions of this Schedule 9.

12.7 If either Party terminates the EVR Wholesaler Service pursuant to paragraph 12.6 then notwithstanding any other terms of this Agreement, the other Party may inform Ofcom and / or the Approved Provider that the Operator is no longer receiving the EVR Wholesaler Service.

**Limitation of Liability**

12.9 The Operator is responsible for its own compliance with the Emergency Video Relay Regulation.

12.10 BT’s liability in respect of the Emergency Video Relay Service in any period of 12 calendar months shall be limited to the amount which is recovered by BT from the Approved Provider or its insurers (as appropriate) less BT’s reasonable costs in making such recovery. For the avoidance of doubt, if BT breaches its obligations under paragraph 12 of this Schedule 9, BT’s liability shall be limited in accordance with Clause 25 (Limitation of Liability) of this Agreement.

**APPENDIX 1**

**ZONE CODE/CELL ID AND CONNECT TO NUMBER**

**INFORMATION PROVISION FORM**

1. The Operator shall provide to BT information relating to Zone Code/Cell IDs and Connect To Numbers in the following format or as otherwise amended by BT and advised to the Operator in writing from time to time:

To: BT Mobile 999 Admin. Centre **e-mail – 999liaison@bt.com**

From: (Name) .................................the Operator e-mail ..............................

Please implement the following changes to your 999 information. Ref. No. ......................

Date of change..........................................................Time of change...........................

Reason for change........................................................................................................

Information received from Emergency Organisation (date/time) ............../.......................

Information sent to Admin. Centre (date/time) ...................../........................

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Changes Table | | | | BT use only | |
| Country or Area | Emergency Authority | Connect To Numbers in format  (P) (number) (Q) | Zones Affected | ESDB  Change | Lists Change |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Continued on following sheet (delete if not applicable) | | | | | | |

Information received by (name/date/time) ................./............../............

Information sent to (date/time) ................/............................

|  |  |
| --- | --- |
| Information received by |  |

Information received by (name/date/time) ................./............/..............

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ESDB and/or lists amended by |  |  |  |  |

2. The form described in the immediately preceding paragraph shall include operational guidance notes which shall be as set down below or as amended by BT and advised to the Operator in writing from time to time:

**Reference numbers** These must run consecutively starting from 1.

**Date and Time of Change** These shall be within the period Monday to Friday, 08.30-16.30. Three Working Days’ notice of any required change must be given.

**Reason for change** Give brief description only e.g. “New Zone Code/Cell ID”.

**Changes Table** For every change there must be an entry in all of the first four columns.

**County or Area** Give name of county or area involved.

**Emergency Organisation** State whether it is Fire, Police, Ambulance or Coastguard, with the official name of the Emergency Organisation in brackets e.g. “Police (Northern Constabulary)”.

**Zone Affected** Provide in the format 3123.

**Connect To Numbers** You must show the number in the format (P) 01987 654321 (Q). The prefix letter must be (P), (S), (A) or (E) for primary, secondary, alternative or evacuation numbers respectively. The suffix letter must be either (Q) for a queuing system or (N) if there is none. If it is a Connect To Number change, only those Connect To Numbers that have changed shall be included. If there is a new Zone Code/Cell ID or the County or Emergency Organisation for a particular Zone Code/Cell ID is changing, then all relevant Connect To Numbers shall be shown.