



WHC Support Offer 2.0 Terms and Conditions

BT's WHC Support Offer 2.0 (the "Offer") is set out in the terms below

This Offer amends for the Offer Period the BT Conditions for BT Wholesale Hosted Communications ('WHC') between the Customer and British Telecommunications plc with registered number 01800000 ("BT") ("WHC Agreement").

1. The Offer will be available, at BT's discretion, to new and existing WHC customers and includes the following individual offers:
 - i. Service Establishment Offer
 - ii. WHC Hosted Foundation, Functional, Fixed, Mobile Licence discount Offer
 - iii. UC Office Smartphone, UC Office Tablet and UC Office Desktop Offer
 - iv. WHC SIP Trunking Mobile User Offer
 - v. Porting Charges for WHC Core Licence or WHC SIP Trunking Channel Offer.
2. In order for the Customer to accept the Offer, both Parties agree that during the Offer Period any existing offers other than the Offer, will be suspended.
3. Words and expressions used in this Offer have the same meaning as in the WHC Agreement, as appropriate, unless otherwise defined in this Offer.
4. In the case of any conflict between the provisions of this Offer, the WHC Agreement or any side letters or other contractual documentation to the WHC Agreement, the provisions of this Offer take precedence to the extent of any conflict in relation to the Offer.

5. Upon expiry of the Offer Period, the Charges as set out in the WHC Agreement will apply.

6. The following definitions apply in this Offer:

BBU	means bill back up file.
Effective Date	means: <ol style="list-style-type: none"> for new WHC customers: the date the Customer enters into the WHC Agreement and completes, signs and returns Table 1 of this Offer document to BT to the following e-mail address: whc.offer@bt.com; for existing WHC customers: the date the Customer completes, signs and returns Table 1 of this Offer document to BT to the following e-mail address: whc.offer@bt.com;
New Reseller	means a reseller who has never previously signed up to, or is currently signed up to, the BT Conditions for BT Wholesale Hosted Communications and is not currently established on Wholesale Hosted Communications.
Offer Period	means the period from the Effective Date up to and including 31 March 2021. If the Effective Date is on or before the 25th of the month, the Offer Period will run from the 1st of the Effective Date month. In case the Effective Date is after the 25th of the month, the Offer Period will run from the 1st of the month following the Effective Date month.
Porting Charges	means the following named Charges set out in the WHC Pay Monthly Rate Card: <ul style="list-style-type: none"> • Single Number, Geo, • Multi-Line, DDI, block portability.
Product Start Date	means the Product Start Date as shown in the Customer's BBU.
Starting SIP WSS	has the meaning given in Paragraph 11.
Starting Centrex WSS	has the meaning given in Paragraph 11.
UC Office Desktop Licence	means the UC Office Desktop (Office UC) User add-on in the WHC PAYG Tier 1 Rate Card.
UC Office Tablet Licence	means the UC Office Tablet User add-on in the WHC PAYG Tier 1 Rate Card.
UC Office Smartphone Licence	means the UC Office Smartphone User add-on in the WHC PAYG Tier 1 Rate Card.
WHC Service Establishment Fee	means the Charge as set out in the WHC Tier 1 Rate Card listed on BTwholesale.com .
WHC Core Licence	means an active Foundation Hosted Centrex User, Functional Hosted Centrex User, Fixed Hosted Centrex User, Mobile Hosted Centrex User Licences, as defined under Eligible WHC Licence in the BT Conditions for BT Wholesale Hosted Communications.
WHC SIP Trunking Channel	means SIP Trunking Company Channels (Basic or Premium) (as defined in the WHC Agreement).
WHC SIP Channel Working System Size	means the sum of WHC SIP Trunking Channels.
Working System Size (WSS)	means the sum of WHC Core Licences on the last day of each calendar month.

7. For New Resellers (“Service Establishment Offer”)

- a. The WHC Service Establishment Fee of £3,000 will not be charged during the Offer Period.
- b. BT reserves the right to debit the WHC Service Establishment Fee of £3,000 if:
 - The Working System Size plus WHC SIP Channel Working System Size does not exceed 250 by the end of the first year from the Effective Date;
 - The Working System Size plus WHC SIP Channel Working System Size does not remain above 250 in each month during the second year from the Effective Date.

8. WHC Hosted Foundation, Functional, Fixed, Mobile Licence discount Offer

- a. During the Offer Period for Licences with a Product Start Date after 1 November 2020, BT will credit back to the Customer:
 - i. For 1 Day Minimum Term and 1 year Minimum Term WHC Core Licence: 50% of the cost of the Licence excluding the cost of the calls bundle if on a PAY Monthly Rate Card (“PAYM”).
 - ii. For 2 Year Minimum Term WHC Core Licence: 50% of the cost of the equivalent 1 Day Minimum Term Licence excluding the cost of the calls bundle if on a PAY Monthly Rate Card.

Examples for illustration**PAYG 1 Day Minimum Term (excludes Calls Bundle)**

- 1 Day Minimum Term PAYG Licence is £3.65
- Credit back for a full month is £1.825

PAYM 1 Day Minimum Term

- 1 Day Minimum Term PAYM Hosted Foundation Licence is £5.50
- 1 Day Minimum Term PAYG Hosted Foundation Licence is £3.65 (Excluding Calls Bundle. Call Bundle is effectively £1.85)
- Cost of the Hosted Foundation Licence excluding the calls bundle is £3.65
- Credit back for a full month is £3.65 times 50% which equals £1.825

PAYM 2 Year Term

- 2 Year Minimum Term PAYM Fixed Licence is £8.50
- 1 Day Minimum Term PAYG equivalent Fixed Licence is £5.65
- Credit back for a full month is £5.65 times 50% which equals £2.825

- b. The Customer will continue to be billed for Charges in relation to WHC Core Licence, in accordance with the terms of the WHC Agreement.
- c. BT will credit to the Customer, as an adjustment against the Customer’s following month’s invoice, any credits due in accordance with this Paragraph 8.
- d. BT will only credit back to the Customer any credits due in accordance with this Paragraph 8, provided that the Customer has paid all bills due and payable to BT and has no outstanding debt on their account with BT.

9. UC Office Smartphone, UC Office Tablet and UC Office Desktop Offer

- a. During the Offer Period, BT will credit back to the Customer the billed cost of one UC Office Desktop Licence, one UC Office Tablet Licence and one UC Office Smartphone Licence associated with a WHC Core Licence.
- b. The Customer will continue to be billed for Charges in relation to UC Office Desktop Licence, UC Office Tablet Licence and UC Office Smartphone Licences in accordance with the terms of the WHC Agreement.
- c. BT will credit to the Customer, as an adjustment against the Customer’s following month’s invoice, any credits due in accordance with this Paragraph 9.
- d. BT will only credit back to the Customer any credits due in accordance with this Paragraph 9, provided that the Customer has paid all bills due and payable to BT and has no outstanding debt on their account with BT.

10. WHC SIP Trunking Mobile User Offer

- a. During the Offer Period, BT will credit back to the Customer an amount such that the effective rate is £1.00 per month (exclusive of VAT) for each new or existing WHC SIP Trunking Mobile User Licence.

Should the Licence be active for a partial month, the credit amount will be adjusted based on the number of days the Licence was active in the month.

- b. The Customer will continue to be billed for Charges in relation to WHC SIP Trunking Mobile User Licence in accordance with the terms of the WHC Agreement.
- c. BT will credit to the Customer, as an adjustment against the Customer's following month's invoice, any credits due in accordance with this Paragraph 10.
- d. BT will only credit back to the Customer any credits due in accordance with this Paragraph 10 provided that the Customer has paid all bills due and payable to BT and has no outstanding debt on their account with BT.

11. Porting Charges for WHC Core Licence or WHC SIP Trunking Channel Offer

- a. BT will credit back to the Customer Porting Charges chargeable during the Offer Period on condition:
 - i. for WHC SIP Trunking Channels: the WHC SIP Channel Working System Size on the 31st March 2021 minus the WHC SIP Channel Working System Size as measured on the day before the Offer Period starts (e.g. 31st October 2020 if the Offer Period starts on the 1st November 2020) ("Starting SIP WSS") is greater than 300;
 - ii. for WHC Core Licences: the Working System Size (WSS) on the 31st March 2021 minus the Working System Size as measured on the day before the Offer Period starts (e.g. 31st October 2020 if the Offer Period starts on the 1st November 2020) ("Starting Centrex WSS") is greater than 300.
- b. The Customer will continue to be billed for Charges in relation to Porting Charges in accordance with the terms of the WHC Agreement.
- c. BT will credit to the Customer, as an adjustment against the Customer's May 2021 invoice, any credits due in accordance with this Paragraph 11.
- d. BT will only credit back to the Customer any credits due in accordance with this Paragraph 11 provided that the Customer has paid all bills due and payable to BT and has no outstanding debt on their account with BT.

12. Any variation to this Offer must be in writing and signed by the Parties.

13. Any dispute arising in respect of this Offer will be escalated as set out in the WHC Agreement.

14. Unless varied in accordance with the terms of this Offer, all other provisions of the WHC Agreement will remain unchanged and in full force.

15. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Offer and no person other than the Parties will have any rights under it, nor will it be enforceable under that Act by any person other than the Parties.

16. This Offer and the WHC Agreement constitute the entire agreement and understanding between the Parties in respect of the matters set out in this Offer and supersede any previous agreement or understanding.

17. This Offer will be governed and construed in accordance with the laws of England and Wales and each Party submits to the exclusive jurisdiction of the courts of England and Wales.

18. This Offer will not come into effect unless the Customer completes, signs and returns the Table 1. Customer Accepted and Agreed, along with a copy of this Offer document to BT at the following e-mail address: whc.offer@bt.com. For a New Reseller, the Customer will also have to sign BT Conditions for BT Wholesale Hosted Communications before the Offer becomes effective.

Table 1: Customer Accepted and Agreed WHC Support Offer 2.0 Terms and Conditions

For and on Behalf of

Insert Company Name:

Insert Company Registered Address

Address line 1:

Address line 2:

Address line 3:

Postcode:

I agree to terms of the Offer and understand that this Offer is part of my contract, which also incorporates the WHC Agreement, to the exclusion of all other terms. I confirm that I am authorised to sign this Offer and have reviewed and agreed to all of the documents that make up my contract.

Signature:

Name:

Title:

Date:

Offices Worldwide

The services described in this publication are subject to availability and may be modified from time to time. Services and equipment are provided subject to British Telecommunications plc's respective standard conditions of contract. Nothing in this publication forms any part of any contract.

© British Telecommunications plc 2020.
Registered office: 81 Newgate Street, London EC1A 7AJ.
Registered in England No. 1800000.

November 2020

