



Pelipod – Final Mile Schedule to the General Terms

Schedule to the General Terms

Contents

| | |
|--|---|
| A note on 'you' | 2 |
| Words defined in the General Terms | 2 |
| 1. Service Summary | 2 |
| 2. Service Components | 2 |
| 3. Associated Services and Third Parties | 2 |
| 4. Equipment | 2 |
| 5. Specific Terms | 3 |
| 6. BT's Obligations | 3 |
| 7. Your Obligations | 4 |
| 8. Notification of Incidents | 4 |
| 9. Defined Terms | 4 |

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 Service

1. Service Summary

BT will provide you with a right to access and use the BT Final Mile (a supply chain and logistics service that provides secure, auditable delivery pods and lockers situated on the BT operational estate- the service can be standalone, or part of a wider logistics offering encompassing warehousing and associated activities, transport and distribution, and reverse logistics), comprising the Service Components as defined below (“**Service**”).

2. Service Components

BT will provide you with all of the following service components (“**Service Components**”):

- 2.1 Provision of Pelipods and/or Pelipod Lockers at the Sites;
- 2.2 Ongoing maintenance and repair of Pelipods and/or Pelipod Lockers;
- 2.3 Provision of secure PIN codes enabling engineer access;
- 2.4 Provision of online services and business intelligence (BI) reporting;
- 2.5 Provision of one-time access keys and security cards to facilitate entry to the BT estate- note that any additional access requirements will be subject to a further charge;
- 2.6 Collection of goods from the Customer Depot and delivery of those goods to the Pelipods up to three times per week; and
- 2.7 Return of goods from the Pelipods to the Customer depot. BT will perform the corresponding collection and return of goods in one round trip.
- 2.8 Further logistics charges, as detailed in paragraph 5.3.3 below, will apply for any further collections or deliveries outside those detailed in paragraphs 2.6 and 2.7 above.

3. Associated Services and Third Parties

Where applicable, BT may subcontract some of the service options to a third party where the customer solution requires it and the standard BT service cannot oblige. These services could include, but are not limited to transport, warehousing and reverse logistics services.

4. Equipment

4.1 Use of BT Equipment

In relation to the BT Equipment, you will:

- 4.1.1 comply with the Site Access Regulations in Annex A;
- 4.1.2 only use the BT 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;
- 4.1.3 not move the BT Equipment or any part of it from the BT Sites or Site(s) without BT’s written consent;
- 4.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment, without BT’s prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment;
- 4.1.5 not sell, charge, assign, transfer or dispose of the BT Equipment or any part of it;
- 4.1.6 not allow any lien, encumbrance or security interest over the BT Equipment;
- 4.1.7 not claim to be owner of the BT Equipment, even where the BT Equipment is fixed to the BT Site(s) or Site(s);
- 4.1.8 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
- 4.1.9 ensure that the BT Equipment appears in BT’s name in your accounting books;
- 4.1.10 notify any interested third parties that BT owns the BT Equipment.

4.2 Security

- 4.2.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the BT Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- 4.2.2 BT does not guarantee the security of the BT Equipment against unauthorised or unlawful access or use.

4.3 Waste

- 4.3.1 You will not leave any waste, including packaging, at any BT Sites. The Service does not include any disposal of returned items including packaging.
- 4.3.2 You are responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 (“WEEE Directive”) for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment (“WEEE”).
- 4.3.3 For the purposes of Article 13 of the WEEE Directive this Paragraph 4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE
- 4.3.4 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

5. Specific Terms

5.1 Term

- 5.1.1 BT will provide you with the Service from [insert] (“Term”)
- 5.1.2 Either of us may, at any time before the end of the Term, request an extension to the Term.
- 5.1.3 Any extension to the Term will be agreed in writing between the both of us and will be governed by the terms of the Contract.

5.2 Sites

BT will provide the Service from the following BT Sites for [insert number] Customer Users.

5.3 Charges

- 5.3.1 BT will invoice you for the following Charges for the Service in the amounts set out below: £[insert] for each [Locker / Pelipod].
- 5.3.2 You will pay these invoices within 14 days of the date of the invoice.
- 5.3.3 BT will raise additional fees of £3 per bag or tote for additional collections as detailed in paragraph 2.8 above.
- 5.3.4 All Charges listed in this Contract are exclusive of VAT.

Part B – Service Delivery and Management

6. BT’s Obligations

6.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and have been notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT’s obligations under this Contract

6.2 During Operation

On and from the Service Start Date, BT:

- 6.2.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if you report an Incident;
- 6.2.2 will restore service as soon as practicable during Local Contracted Business Hours if BT detects or you report an Incident to us;
- 6.2.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency.
- 6.2.4 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords.

6.3 The End of the Service

On expiry or termination of the Term by either of us, BT may disconnect and remove any BT Equipment located at the Site(s) and may redeploy the assets for other uses.

7. Your Obligations

On and from the Service Start Date, you will:

- 7.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority
- 7.1.2 provide BT with any information reasonably required without undue delay
- 7.1.3 ensure that the maximum number of Users will not exceed the permitted number of Users identified as set out in paragraph 5.2
- 7.1.4 provide BT with any information that BT may reasonably require to evaluate the Service including:
 - (a) completing any questionnaires or other documents BT may send to you concerning the Service;
 - (b) participating in interviews and discussion groups; and
 - (c) providing Feedback to BT

8. Notification of Incidents

Where you become aware of an Incident:

- 8.1 the Customer Contact will report it to the Service Desk; and
- 8.2 BT will use reasonable endeavours to resolve the Incident.

9. Additional Terms

- 9.1 BT will aim to ensure your engineers are not more than 15 minutes' drive away from BT's Final Mile Pelipod Lockers, but this is subject to availability of lockers and external factors such as traffic conditions and roadworks (This is not an exhaustive list). The Customer acknowledges and agrees that BT will not be liable for failure to achieve this target.

Part C – Defined Terms

10. 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.

“**Customer Contact**” means any individuals authorised to act on your behalf for Service management matters.

“**Feedback**” means any input, including suggestions, ideas, comments, feedback, recommendations or other information provided by you, including but not limited to usability, bug reports, enhancement requests and test results, based on your evaluation and testing of the Service or other BT's products and services.

“**General Terms**” means the General Terms that this Schedule is attached to.

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

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

“**Term**” has the meaning given to it in Paragraph 5.1.

“**Service**” has the meaning given to it in Paragraph 1.

“**WEEE**” has the meaning given in Paragraph 4.2.1.

“**WEEE Directive**” has the meaning given in Paragraph 4.2.1.

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Annex to the BT Final Mile Trial Schedule

1. Introduction

- 1.1 BT grants the You and your agents, contractors or employees (for whose actions You will remain liable at all times) access to the BT Site(s) for the purposes of receiving the BT Final Mile Service.
- 1.2 BT will provide You with a BT Welcome Pack for each BT Site(s) detailing the Site Regulations and other instructions for use and access to the BT Site(s).
- 1.3 You will comply with BT's instructions and Site Regulations when accessing the BT Site(s).
- 1.4 If BT considers that You have not complied with any of the Site Regulations or your obligations in Paragraph 3, then BT may suspend or terminate your access to any or all Site(s).

2. Nature of our relationship

- 2.1 You accept that:
 - 2.1.1 no relationship of landlord and tenant is created between You and BT;
 - 2.1.2 BT does not grant You exclusive possession or use of any part of any the BT Site(s); and
 - 2.1.3 the rights granted in this Annex are personal to You and cannot be transferred.

3. Access to the Site(s)

- 3.1 BT will provide You with a BT Welcome Pack identifying the location of the Services, the Site Regulations, the Permitted Hours, the Access Procedures and a plan showing the Services Access Route.
- 3.2 BT may remove from and refuse entry (and re-admission) to any BT Site(s) any person who is in BT's reasonable opinion, not complying with the requirements of this Annex or not a fit person to be allowed on any BT Site(s).
- 3.3 BT may search any of your employees, agents or contractors or their vehicles upon entry to and departure from any BT Site(s). You will use your best endeavours to ensure that all your employees, agents or contractors are aware of and comply with these requirements.
- 3.4 You acknowledge that as part of BT's Site Security, CCTV may be in operation.
- 3.5 You accept that BT will not be liable for any theft from your vehicle(s) when accessing any BT Site(s).

- 3.6 So that You can access a BT Site(s), we will appoint a single point of contact that will manage all BT Site(s) access matters. Where access to a BT Site(s) has been granted, then we will send your designated employee a BT Site(s) key or access card. Unless we tell you otherwise, BT Site(s) keys or access cards will be sent to the BT Equipment. You agree to tell us straight away if any of your employees no longer require access to a BT Site(s), and You will arrange for the prompt return of the BT Site(s) key or access card to us.

4. Customer Obligations

- 4.1 You will:
- 4.1.1 not use or access any BT Site for any other purpose other than the purposes of receiving the BT Final Mile Services;
 - 4.1.2 not use any other route for accessing any BT Site(s) other than the Services Access Route as notified to You;
 - 4.1.3 only use the Vehicle Waiting Area on the BT Site(s) as identified in the Services Access Route and to turn off any vehicle engine while parked in the Vehicle Waiting Area;
 - 4.1.4 not leave any vehicle in the Vehicle Waiting Area at any other time save for when the BT Final Mile Services are being accessed;
 - 4.1.5 not park any vehicle in any other part of any BT Site(s) at any time;
 - 4.1.6 not impede BT or its employees or agents in the exercise of BT's rights of possession or control of the BT Site(s) and/or any BT property;
 - 4.1.7 not cause or permit to be caused any damage to any BT Site(s);
 - 4.1.8 not obstruct any access to any Site, make it dirty or untidy or leave any rubbish on it;
 - 4.1.9 not store any item on any BT Site(s) or keep any equipment, materials or goods on any Site in connection with using the BT Final Mile Service;
 - 4.1.10 not do or permit to be done on any BT Site(s) anything which is illegal or cause a nuisance to BT, or any neighbour or nearby properties;
 - 4.1.11 only access the permitted BT Site(s) during the Permitted Hours;
 - 4.1.12 ensure that its employees, agents and contractors) (a) access only those parts of the BT Site(s) as are strictly necessary for the purposes of receiving the BT Final Mile Services; and (b) comply with the BT Security Access Policy set out at: http://www.selling2bt.bt.com/working/third_party_access/default.htm;
 - 4.1.13 supply on request the details (name, address, date of birth) of any of your employees, agents or contractors who might have access to any BT Site(s) for the purpose of receiving the BT Final Mile Services; and
 - 4.1.14 not handle, transport, store, dispose or bring on to any BT Site(s) any waste, hazardous waste or any harmful substances.

5. Insurance

- 5.1 You will at your own expense take out and maintain (with an independently regulated insurance company of good financial standing) the following insurance:
- 5.1.1 Public liability insurance with limits of at least £5m per occurrence and unlimited in respect of the number of occurrences during any one insurance period providing coverage in respect of the liability of the Supplier for death injury or disease of third parties and loss or damage to third party property including the vicarious liability under this Agreement of your acts or omissions or those of your employee's, agents or contractors;
 - 5.1.2 Insurance with limits of at least £5m per occurrence and £5m for all occurrences during any one insurance period providing coverage in respect of your liability to third parties for sudden and accidental pollution including the vicarious liability under this Agreement and for the acts or omissions of your employee's, agents or contractors; and
 - 5.1.3 Property damage insurance in respect of the loss, damage or destruction of your own (or BT's) property or other property in your custody, care and control in connection with this Agreement for a sum insured of no less than the full replacement value of the property. Such property insurance should include damage caused by acts of terrorism.
- 5.2 You will, upon BT's request, furnish to BT, certificates of insurance or such other reasonable evidence to confirm that the insurance in Paragraph 5.1 are being maintained in force and are fully compliant with all the terms of the Agreement.

6. List of Sites

6.1 The list of Sites (BT Sites and Sites) that You can access to receive the BT Final Mile Services are listed below:

| Site Name | Address | Permitted Hours |
|-----------|----------|-----------------|
| [insert] | [insert] | [insert] |

6.2 BT may add, remove or re-locate the location (including locations) of the BT Equipment on giving You no less than seven days' notice in writing.

7. Indemnity

You will at all times indemnify BT against all or any loss of or damage to the BT's property (including any buildings, fixtures or other permanent or temporary structures or to any goods, chattels or equipment); and all actions, proceedings, claims, demands, losses, costs, damages, expenses, and liability brought against or suffered or incurred by BT.

8. Defined Terms

BT Welcome Pack means the welcome pack which BT provides to You for each of the BT Site(s) detailing the Site Regulations, the Access Procedure and the Services Access Route and Permitted Hours.

Permitted Hours means the times which You can access the BT Site(s) as detailed above or as notified to You in the BT Welcome Pack.

Services Access Route means the route through the BT Site(s) for accessing the Services including the Vehicle Waiting Area as notified to You in the BT Welcome Pack.

Site Regulations means any reasonable rules and regulations which BT makes and notifies to You regarding access to the Sites.

The Access Procedure means the procedure notified by BT to You of how You should access the Sites.

Vehicle Waiting Area means the designated area on the Sites where You are permitted to park for the purposes of accessing the Services.