

BT Redcare Next Generation alarm monitoring short term billing suspension offer terms and conditions

These terms and conditions (“**Suspension Offer**”) are a supplemental agreement between the Parties pursuant to the Redcare Next Generation Alarm Monitoring Service (the “**Agreement**”) and forms part of the Agreement and shall be read and construed as one instrument together with the Agreement. Except as amended by this Suspension Order, the Agreement (including all Schedules) will continue in full force and effect.

1. SCOPE OF THE SUSPENSION OFFER

- 1.1 This Suspension Offer sets out the amendments to the Agreement in relation to temporary suspension of billing.
- 1.2 If there is a conflict between the Agreement and this Suspension Offer, the terms of this Suspension Offer take precedence.

2. CHANGES TO BILLING

- 2.1 Redcare have decided to permit a temporary suspension of billing, such suspension can only occur in accordance with the terms below. This suspension will only be available on NGP (Next Generation Portfolio) products (excluding Ultimate products).
- 2.2.1 Redcare will permit a total of two periods of suspension in any given 12-month period up to a maximum of 30 days per suspension. Suspension can run consecutively up to a maximum of 60 days in a 12-month period (“**NGP Suspension**”). During the first 12 months of the Agreement ARCS will be permitted to suspend the Next Generation Portfolio (NGP) products. For the avoidance of doubt where the ARC elects for a NGP Suspension the minimum “Held To Term” (HTT) time period will be extended accordingly.
- 2.2.2 A total maximum of NGP Suspensions will be permitted. This will be calculated as 1 percent of the active Next Generation base or a maximum of 5 if this is greater.

- 2.2.3 During NGP Suspension Services can be ceased in accordance with the terms of the Agreement, but the HTT terms will continue to apply.
- 2.2.4 If an ARC wishes to select the NGP Suspension they will request this via the Electronic Trading (ETS) application.
- 2.2.5 For illustrative purposes only:
 - Essential is billed at £30 per year = £2.50 per month but 30 days at daily rate of 0.082191781 = £2.47 - Redcare bills 1 month in advance. For a single 30 days suspension the billing would be as follows:
 - 1st Month – normal monthly cost less “X” days from suspension date
 - 2nd Month – no charge
 - 3rd Month – normal monthly cost plus “Y” days after reinstatement date.
 - In all single extension cases “X” plus “Y” would be equal to a maximum of 30 days.
- 2.3 BT reserve the right to withdraw the NGP Suspension upon notice to the ARC.

3. MISCELLANEOUS

- 3.1 Unless varied in accordance with the terms of this Suspension Offer, all other provisions of the Agreement will remain unchanged and in full force.
- 3.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Suspension Offer and no person other than the Parties to this Suspension Offer will have any rights under it, nor will it be enforceable under that Act by any person other than the Parties to it.
- 3.3 This Suspension Offer will be governed by the laws of England and Wales and shall be subject to the jurisdiction of the English courts.