

Circet Phone Policy

Document Information

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1. Goal of this policy

The goal of this policy is to outline a few directives concerning the use and granting of a work phone. We outline these out of safety, budgeting, ecological, etc considerations.

On one hand the employee that has a right to a work phone enjoys a certain freedom in their choice and management of the work phone.

On the other hand, there some obligations tied to it. (*"CYOD or Choose Your Own Device"*).

The employer reserves the right to amend provisions to these where it appears necessary.

Finally, the acceptance of a cell phone or order through the assigned voucher by a right holder implies an acceptance of this policy and all the obligations described in it.

2. Scope of application

This policy applies to the following entities:

- Circet Benelux NV (VAT number 0665.840.662)
- Circet Belgium (VAT number 0874.125.297)
- Circet Projects NV (VAT number 0464.702.650)
- Circet Infratechniek BV(BA) (VAT number 0885.415.307)
- Teletronika NV (VAT number 0449.430.791)

Hereafter referred to as the 'Employer'.

In terms of eligibility, this policy applies to all employees who are entitled or eligible to receive a work phone, insofar as they are employed with an employment contract with a duration of at least 12 months, hereinafter referred to as the 'entitled party'.

3. Roles and responsibilities within the scope of this policy

HR

- Final responsibility and decision-making authority to apply and implement the issued policy;
- Monitoring of compliance with this policy.

Entitled party

- Be aware of the duties and rights described in this policy;
- Follow the policy as described;
- Take care of the mobile phone;
- Not share the access and PIN code of the phone with third parties;

ICT

- Provides a basic manual for the setup of the following systems: IOS, Android
- Provides the tools to automatically set up a secure "container" on the device with CIRCET applications through the Mobile Application Management
- Provides additional tools to fully automatically configure standard devices for field engineers;
- Provides if necessary, service to the entitled party for the installation at first use;
- Maintains the collaboration with the supplier that supplies the devices
- Answers possible questions about passwords and user ID's of the portal;
- Follows up on proper billing with supplier
- Manages subscriptions (administratively but also internally to end users) and cooperation with telecom provider (Proximus);
- Grants vouchers to the entitled parties.

Operational Telephony SPOC

In the Beringen, Kontich, Zaventem and Schoten branches, an employee is provided to take operational telephone inquiries for field employees and Back Office employees on site.

- Provides if necessary, service to the entitled party for the installation at first use;
- Ensures delivery of the device to the entitled party.

Supplier

- Answers possible questions about passwords and user ID's of the portal;
- Provides shipping of smartphones and SIM cards;
- Ensures a repair service for smartphones;
- Ensures correct formatting of smartphone purchase invoice;
- Ensures correct formatting of invoice split bill settlement.

4. Granting modalities

The policy applies to all beneficiaries of a company cell phone.

An employee is a beneficiary when the employer makes a cell phone or smartphone available in the context of their job.

Within the company, the company cell phone and associated subscription is considered a work tool in the framework of the execution of the employment contract.

It is not part of the permanent remuneration of the entitled party.

5. Current Subscription Formulas

The company provides the subscription as described below:

1. Standaard/Pro

Smart Enterprise	Pro
Rate/minute to mobile line (domestic + roaming EU)	Unlimited
Rate/minute to landline (domestic + roaming EU)	Unlimited
Minutes to colleagues (CUG) (domestic + roaming EU)	Unlimited
Rate/message (domestic + roaming EU)	Unlimited
Messages to colleagues (domestic + roaming EU)	Unlimited
data/MB (only applies to Mobile Internet) (domestic + roaming EU)	35 GB
Minutes to Dutch phone numbers	Unlimited
Minutes to Europe (fix/mob)	Not included
Outside the subscription	PCAC rate
Rate/mms (domestic + roaming EU)	€ 0,4132 ^{excl}
€ data/MB (only applies to Mobile Internet) (national + roaming EU)	€ 0,0500 ^{excl}

** : All countries of the European union + Iceland, Liechtenstein and Norway

PCAC Rate:

- 0.19€ / min to Europe
- 0.25€ / min to top destinations
- 0.90€ / min to other countries
- A detailed list of countries can be obtained from the mobile operator
-

A split-bill applies to all subscription formulas. All services used and not included in the subscription are billed by the mobile provider directly to the entitled party.

The employer is not responsible for any accumulated arrears and the resulting interest incurred by the entitled party.

The table above gives a concrete overview of what is and what is not included in the company subscription.

6. Purchasing cell phones/smartphones

With the exception of field engineers, the purchase of a device is done through a voucher system. The employer assigns a standard value to the voucher, which the beneficiary can spend at the supplier designated by the employer. The voucher can only be used to purchase a phone/smartphone.

The beneficiary has the choice between devices with one of the following operating systems: IOS or Android.

The field engineers need to be reachable immediately, consequently they will receive a standard device at the time of their employment. After 12 months of employment, they may be eligible for the voucher system.

The field engineer can also choose to keep their standard device and not to use a voucher. In that case, the standard device remains property of the employer and is considered part of the engineer's "toolset" to execute their work. In the case of intentional damage or repeated infliction of damage to the device, the damage incurred will be recovered from the employee under Article 18 of the Law of 3.7.1978 on labour contracts (serious fault or slight fault occurring habitually rather than accidentally), determined in writing after the facts in agreement with the employee.

If the standard device is defective within the 12 months and the field engineer receives a new standard device, the 12-month employment rule remains valid and therefore they do not have to wait another 12 months.

The voucher is granted by the employer to the entitled party for a period of at least 30 months. During these 30 months the entitled party is deemed to be responsible for the device and for mobile connectivity/reachability. If the employee damages the purchased device through normal use, and demonstrates that the device is effectively no longer functional, the employee is eligible for a standard replacement device for the remainder of the 30-month period.

If the beneficiary leaves employment before the expiration of the 30-month period, the remaining fair market value of the voucher granted will be determined by mutual agreement, if any, which will be borne by the beneficiary.

The employer can at any time unilaterally adjust the duration and budget of the vouchers. However, a standard starting smartphone model can always be purchased with the amount of the voucher.

If a device was purchased through a voucher and the device breaks down, the 30-month period will remain in effect and no voucher will be issued early. A standard device from the employer can then be issued if available. However, the intention is that the employee ensure their reachability themselves during the 30 months.

At the time of drafting this policy, the supplier selected by the employer is Mobitel, Antwerpsestraat 145, 2640 Mortsel. Each entitled party will be given its own user ID and password with which it can log in via a portal set up for CIRCET.

On this portal one gets an overview of the available range, determined by the employer.

There is also the possibility of choosing a more expensive device than the voucher covers. For this, the beneficiary will have to make a personal deposit.

The employer will never be held liable for repaying any mark-up when purchasing a device.

The supplier will charge the right holder directly for the personal surcharge.

Payment can be made through the web shop by bank transfer or credit card, after which the device can be shipped to a CIRCET site or sent via Bpost to a location of the employee's choice.

The cost of shipping is borne by the employee.

After receiving the device, in case it is applicable, the CIRCET ICT Servicedesk or the operational SPOC of the branch will provide the correct SIM-card & subscription. If the correct SIM-card is already included with the subscription when it is delivered, the entitled party can request a manual (differs depending on operating system) at the CIRCET ICT Servicedesk or from the operational SPOC at the branch.

On the standard devices, the secure container is mandatory. Upon delivery of the device purchased through a voucher. A QR code is provided so that the employee can (voluntarily) install it by scanning the code.

6. Repairs

The entitled parties are expected to use their devices responsibly.

In the event that the damage does not turn out to be ordinary usage damage and/or is not covered by the warranty, the entitled party who opted for the voucher system will be liable for the damage that was done.

7. Temporary Pool devices while starting work

If the delivery time of the chosen device of the entitled party exceeds a week at the start of work, the operational phone SPOC at the branch and at the ICT Servicedesk for back office employees will provide a pool smartphone.

This phone can be picked up at the first day of employment at the company.

8. Usage

a. Care, maintenance and loss/theft

The entitled parties are expected to use their devices responsibly.

This means it is, for example, absolutely forbidden to leave a device unattended.

The entitled party undertakes to treat the operating phone with care and to charge the batteries in a timely manner at all times.

In case of negligence, the right holder may be held responsible for loss, theft and defects due to abnormal use.

If the device is stolen or if it is lost, the rightful owner must immediately report it to the police.

The entitled party undertakes to immediately take the necessary measures to have the SIM-card blocked, this can be done through the supplier's portal.

b. Control right of the employer

Without prejudice to the application of employee privacy laws, the employer retains the right to monitor compliance with cell phone/smartphone use guidelines.

This control is necessary for two reasons:

1. to ensure the proper operation of the equipment;
2. to allow the employer to conduct further investigation if abuses or violations are suspected

The company will not go beyond what is proportionate in its controls to achieve these two objectives.

10. Fiscal implications

In Belgium, the use of a company cell phone has social security and income tax payroll implications. This depends on the permitted private use.

For the private use of the company cell phone, the benefit is estimated at a flat rate of €9- per month for all employees with the standard "Zen" subscription. This is the current lump sum benefit in kind accepted by the NSSO & tax authorities, if at any time this legislation changes, it will be implemented for all beneficiaries.

This without any compensation if more disadvantageous for the beneficiaries. On this benefit in kind, the beneficiary has to pay social contributions and withholding taxes as prescribed by the Belgian laws and regulations.

a. Concretely

The employer will process this amount monthly through the beneficiary's wage calculation. The Benefits IN Kind (VAA) of 9 euros is made up as follows:

- Standard Pro Phone subscription: 4 euro/month (gross): VAA
- Data subscription: 5 euro VAA considering 35g is enjoyed there. From a data limit of 35g, this too is considered private use and the VAA applies
- Benefits for the device:
 - a. Field engineers first 12 months: no VAA, seeing as this concerns a basic device without private use.
 - b. All other rights holders receive a 200 euro voucher. No VAA given that the voucher is renewed only every 30 months. In addition, the value of the voucher is equal to the cost of a standard device on the market and thus there is no private use or wage.
 - c. Agreements concerning this:
 - i. The device is immediate property of the employee
 - ii. During the 30-month period the employee should be mobile, and the employee is responsible for repairs
 - iii. Only devices compatible with the proposed tools are eligible via Mobitel's web tool
 - iv. Requirement to keep the CIRCET mail on the device

The sum of 9€ is added to the gross salary on a monthly basis, as a compensation for the private use of the work phone.

After calculation of the social contributions and withholding taxes, this benefit in kind is again deducted in a negative amount at the bottom of the pay slip, as it only served to calculate the contributions on this benefit.

By accepting the company phone, the beneficiary declares that they agree that the employer will deduct the legally required deductions from the net salary.

The employer retains the right to adjust the above calculation method if required by a change in the field of social security and/or income tax.

b. Related regulations and/or procedures

The rights, obligations and implications described in this policy may be affected by changes in legislation.

Any financial or other consequences of such changes shall not be borne by the employer, although they may give rise to an adjustment of this policy.

11. Duration

The phone policy as described previously goes into force on 21 January 2022 for an indefinite period.

This document is revisable depending on the needs of the company or if changed legislation requires modification.

12. Privacy and personal data processing

All personal data that is collected in relation to the implementation of this document is subject to the provisions of the Employee Privacy Statement unless otherwise specified.

However, with respect to the company's right of control, the provisions of the Employee Privacy Statement apply only to the extent that they do not conflict with the present document.