

Your Office Anywhere

Service Schedule, Charging Schedule
and Terms and Conditions

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Service Schedule for BT Office Anywhere

1. Service Description

Service Overview

1.1 BT Office Anywhere provides the following service functions on a single Device:

- BT Mobile
- BT VoIP
- BT Business Email (only with the BT hosted email option)
- BT Openzone (optional)

BT Mobile, BT VoIP and (where the BT hosted email option has been ordered by the Customer) BT Business Email form the Core OA Service.

Important Note: The Device cannot make 999, 112 or 911 emergency calls using VoIP. All such calls will be placed over the GSM network. BT recommends that the Customer makes alternative arrangements to cover circumstances such as a loss or poor coverage of the GSM connection. The ability to make 999 or 112 emergency calls cannot be guaranteed.

Access

1.2 The Service can be accessed via:
(a) GSM (including GPRS); and/or
(b) WiFi,

depending on where the Device is being used and the access arrangements the Customer has.

1.3 If the Customer accesses the Service via a WiFi Hotspot that does not use BT Broadband or BT Openzone then:
(a) broadband access speed;
(b) VoIP voice quality; and
(c) some other service features and service levels, may be affected.

1.4 Internet connection speeds, bandwidth and the ability to access certain websites will vary depending on the access method used and whether or not the WiFi Hotspot uses BT Broadband or BT Openzone. BT cannot be responsible for the websites available to the user when the access method is not provided and supported by BT.

1.5 In order for BT to provide the Service the Customer must already have a BT Retail Business PSTN line (single line, multi-line, FeatureLine, ISDN or Business Highway).

General

1.6 The Service may be impaired by geographic or atmospheric conditions.

1.7 BT will allocate a number for use with each SIM Card only. The number does not belong to the Customer and may only be transferred to another service provider in certain circumstances. BT Customer Services can provide further details on request.

1.8 Except as stated in this Contract, the Customer is responsible for providing suitable computer hardware, Software, and telecommunications equipment and services necessary to access and use the Service.

1.9 This Contract does not include the provision of telecommunications services (including access to the Internet) necessary to connect to the Service.

1.10 Where BT provides the Service for use by the Customer with applications, products, and services not provided by BT, BT is not responsible for the performance of such applications, products and services.

1.11 The Customer acknowledges that BT has no control over the information transmitted via the Service and that BT does not examine the use to which customers put the Service or the nature of the information they are sending or receiving. BT excludes all liability of any kind in relation to such information and use.

Service Start Date

1.12 The Service Start Date for the Core OA Service will be the date that BT Mobile is first made available to the Customer, or the date the Customer first uses BT Mobile. This applies irrespective of when the Customer starts to use BT VoIP, BT Business Email or BT Openzone.

1.13 If the Device is not supplied to the Customer pre-activated then, if the Customer does not activate the Service within 7 days, BT may fully activate the Core OA Service for the Customer.

1.14 The Service Start Date for BT Openzone is the date that BT Openzone is first made available to or used by the Customer.

Minimum Period

1.15 Unless otherwise stated in the Charges Schedule (where a Charges Schedule is provided), or the Welcome Letter (where this contains charges) the Minimum Period is as follows:
(i) for the Core OA Service - 24 months from the Service Start Date;
(ii) for each SIM Card - 24 months from the date of activation of that SIM Card; and
(iii) for BT Openzone - 12 months from the Service Start Date.

BT Mobile Description of BT Mobile

1.16 BT Mobile is a mobile wireless communications service that includes:
(a) the ability to make and receive voice calls;
(b) the ability to send and receive information (including messaging services such as SMS or MMS or e-mail or accessing information from the Internet); and

(c) any other facilities that we agree to provide under this Contract including Content.

1.17 BT Mobile includes the supply of a SIM Card and a Device for each connection to BT Mobile service.

Quality of BT Mobile

1.18 BT Mobile is not available in all parts of the United Kingdom nor in all other countries (as service there is provided over other operators' networks over which BT has no control).

Use of BT Mobile

1.19 BT may bar certain numbers from BT Mobile on a temporary or permanent basis where in BT's reasonable opinion it is necessary to do so, or BT may reduce the number and length of voice and text messages left on the Customer's message service.

1.20 If the Customer wishes to make international calls, use international roaming or premium rate services BT may ask the Customer to demonstrate a satisfactory billing history or to pay a deposit that may be used to offset the cost of these calls. If the Customer uses a SIM Card abroad the Customer will be charged for incoming calls. International roaming calls may take longer to be billed.

1.21 The Customer must not connect, continue connection or knowingly allow any third party to connect or continue the connection of any GSM Gateway to the Network:

- (a) where it is illegal or where the Customer is aware or should be aware that such connection is for illegal purposes; and
- (b) without BT's prior written consent.

BT VoIP

Description of BT VoIP

1.22 BT VoIP enables a voice call using the Internet. The Customer can use BT VoIP by enabling the WiFi on the Device and connecting to a WiFi Hotspot that has access to the Internet.

1.23 BT VoIP service can only be used when the SIM Card provided by BT with YOA is in the Device and the SIM Card is active (a security feature).

1.24 A Device can make a BT VoIP call when connected to the Internet using WiFi:
(a) when it is in range of a WiFi Hotspot and VoIP communication is allowed; and
(b) the WiFi Hotspot security key, if any, is known and entered into the Device. The Customer needs to connect to a WiFi Hotspot before a VoIP call can be made.

1.25 When a Device is connected to a WiFi Hotspot where Internet access is available and BT VoIP is authorised, BT VoIP will be enabled and the green BT VoIP icon will be shown on the Device display home-screen.

Quality of BT VoIP

1.26 BT aims to provide a continuous service, but the Service may be impaired by other use of the WiFi Hotspot such as uploading or downloading by the Device or by other users of the WiFi Hotspot. The voice quality of the VoIP call may also be impaired by the number of users or speed and contention of the Internet connection.

Use of BT VoIP

1.27 BT will allocate a VoIP account for use with each SIM Card. The BT VoIP service can be used to make international calls whilst in the UK and outside the UK provided that the Customer has access to a WiFi Hotspot and the BT VoIP Available icon is showing on the Device display. It is possible to ensure the GSM network is not used by selecting the option of "Broadband Only" on the VoIP settings. Should a call be made from outside the UK and the GSM network is used, this call will be charged on the Customer's bill as a GSM call.

1.28 The use of BT VoIP may contribute to the usage of the broadband line.

BT Business Email

1.29 Where referred to in this Contract, BT Business Email means BT Business Email Plus Organise and Share. BT Business Email is an email service providing real time synchronisation, hosted by BT using Microsoft Exchange technology. The Customer can retrieve mailbox data, including email, calendar, tasks and contacts at any time from anywhere via the Device or any other suitable equipment, subject to suitable access.

1.30 Where the Customer hosts the Microsoft Exchange technology itself, the Customer is wholly responsible for the configuration and support of:
(a) the Microsoft Exchange software hosted on its server;
(b) any hardware including any upstream security and firewall configuration and management; and
(c) any downstream LAN configuration necessary to provide a working push email solution.

BT will provide links on www.bt.com to online support including Frequently Asked Questions and technical information for the integration to allow push email service through use of the Microsoft Direct Push technology. Microsoft Exchange certified engineering support is available from BT, subject to an additional charge.

1.31 Where this Contract refers out to details set out on www.bt.com, only the details specifically referred to form part of this Contract.

Standard Features

1.32 BT Business Email includes a number of features, details of which are set out at www.bt.com. The features may be modified or varied by BT from time to time.

1.33 BT Business Email includes the help and fault reporting facilities described in paragraph 2 below. This is not available in relation to the Customer's Microsoft Technology that is not hosted by BT.

Service Functionality

1.34 In order to access BT Business Email, the Customer must have the minimum system requirements detailed on www.bt.com.

Use of BT Business Email

1.35 The Customer agrees that BT Business Email:
(a) will be accessed as permitted by BT and the Customer will not attempt at any time to circumvent system security or access the source software or compiled code; and
(b) is protected by copyright, trademark and other intellectual property rights, as applicable. The Customer must not

and must not permit anyone else to copy, store, adapt, modify, transmit or distribute the Service except to Authorised Users.

Storage, Back Up And Recovery

1.36 Authorised Users will be automatically notified by email when the allocated storage capacity is nearing the defined limit. Additional Mailbox storage can be ordered. Additional Mailbox storage incurs additional charges as set out in the Charges Schedule (if any) or the Welcome Letter or as otherwise advised by BT.

1.37 Back-up will be provided by:
(a) on a rolling 1 day "Deleted Items" cache that can be accessed by Authorised Users; and
(b) "disaster recovery" - daily incremental and weekly full back ups will be stored by BT for 28 days following the end of the week to which the back-up relates. Lost email retrieval will be charged for at BT's standard applicable rate.

System Administration

1.38 BT will perform routine system administration of the BT Business Email, including server, network and security monitoring.

BT Openzone Description of BT Openzone

1.39 BT Openzone is independent of GSM data usage. BT Openzone can be used in BT Sites. BT Openzone is available on a subscription and a per minute basis as specified in the Charges Schedule and/or Welcome Letter.

1.40 BT Openzone:
(a) uses the WiFi technology in the Device to enable the Customer to connect to BT Sites and be able to send and receive data;
(b) is a wireless data service using radio frequency to access a BT Site. Fixed line connections from the BT Site connect the Customer to the BT Network and subsequently on to the Internet or, if applicable, the Customer Network; and
(c) includes connection to the BT Network and if required the Internet but does not include a connection from the BT Network to any Customer Network or any services once the Customer is connected to the Internet.

Quality of BT Openzone

1.41 The Customer can make BT VoIP calls from BT Openzone WiFi Hotspots without having the BT Openzone service. If the Customer wishes to access other services (e.g. BT Business Email) via a BT Site the Customer must have BT Openzone.

1.42 BT Openzone is dependent on the suitability of Customer's computing equipment (should the Customer use equipment other than the Device) and, if applicable, the Customer Network.

1.43 When the Customer is located within the radio frequency coverage area of a BT Site the Customer may connect to BT Openzone using the Customer's computing equipment and login name and password.

1.44 Due to the nature of the BT Openzone service the Customer acknowledges and accepts that BT does not guarantee the security of the BT Openzone service against unlawful access or use.

1.45 BT does not authorise or guarantee access to any of the BT Sites for the Customer to use BT Openzone service or guarantee that BT Openzone service will continue to be available from a specific BT Site.

Use of BT Openzone

1.46 BT Openzone service must not be used in contravention of the BT Openzone acceptable use policy located at www.btopenzone.com/terms/acceptable_use_policy.jsp, the acceptable use policies of any connected networks and the Internet standards. The acceptable use policies may be amended from time to time. The acceptable use policy also specifies actions BT may take to ensure the Customer's

compliance and by accepting the terms of this Contract the Customer authorises BT to take such actions.

manufacturer's warranty supplied with the Device. If a fault occurs that is covered by the warranty, the Customer should report the fault to BT Customer Services which will arrange for the faulty Device to be repaired or replaced as soon as reasonably practical. If there is a fault in a Device and the warranty has expired or does not apply the Customer may need to buy a new Device.

Other

- 1.47 BT provides a list of BT Sites offering availability of the BT Openzone service published at the BT Openzone Web Page.

2. Service Levels

General

- 2.1 Unless stated otherwise below, the Customer should report any faults in the Service to BT Customer Services. The opening hours and contact details of BT Customer Services are as set out in the Welcome Letter or as otherwise advised by BT.
- 2.2 BT will repair the fault as soon as reasonably practicable. Following initial fault diagnosis by BT, BT will report faults that not attributable to the Service back to the person who reported the fault.
- 2.3 BT is not responsible for the performance of the Internet or the Customer Network.

Devices

- 2.4 Devices include a 12 month manufacturer's guarantee from the date of delivery to the Customer and are subject to the terms of the

BT Business Email Fault Monitoring

- 2.5 BT will provide fault monitoring of BT Business Email 24 hours a day 7 days a week.

Scheduled Service Availability

- 2.6 The Service is scheduled to be available 24 hours per day, 7 days a week. The Customer acknowledges that such availability is not guaranteed:
- (a) where significant changes are planned BT will provide a minimum of 28 days notice when it is reasonably practicable to do so; and
 - b) any notices to be given under this Service Schedule will be sent to the Admin User at the email address as notified by the Customer to BT from time to time.

Security and Virus checks

- 2.7 All commercially available web browsers will use SSL (Secure Socket Layer) encryption when connecting to the Business Email service.
- 2.8 The Service will include Virus Scanning services details of which are set out on www.bt.com.
- 2.9 BT cannot guarantee that the Virus Scanning services will detect 100% of email viruses, however, BT will ensure that the signature files are as up to date as it reasonably can.
- 2.10 In order to assist in early detection of viruses for additional security, BT recommends that the Customer implements up to date virus scanning (at its own expense) on all its PCs.

3. Responsibilities of the customer and BT

General

- 3.1 The Customer agrees:
- (a) to use the Service in accordance with this Contract, and any instructions BT may give the Customer; and
 - (b) that all factual information it provides to BT is correct.

Security

- 3.2 BT does not guarantee the security of the Service against unlawful access or use.
- 3.3 BT will provide Usernames and passwords to the Customer.
- 3.4 The Customer is responsible for the security and proper use of all Usernames and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps including ensuring adequate internal security policies to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
- 3.5 The Customer must immediately inform BT if there is any reason to believe that any Username or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 3.6 The Customer must not change or attempt to change a Username. If a Customer forgets or loses a password or Username the Customer must contact BT and satisfy such security checks as BT may operate.
- 3.7 BT reserves the right to suspend Username and password access to the Service if at any time BT considers that there is or is likely to be a breach of security or misuse of the Service.

3.8 BT reserves the right at its sole discretion to require the Customer to change any or all of the passwords used by the Customer in connection with the Service.

3.9 The Customer must immediately inform BT of any changes to the information the Customer supplied when registering for the Service.

3.10 The Service does not prevent the Customer implementing additional security e.g. firewalls on the Customer's equipment or the Customer Network.

BT Mobile

3.11 The Customer agrees:

- (a) to take adequate precautions to prevent damage to or unauthorised use or theft of the SIM Card or Device;
- (b) that the SIM card remains BT's property at all times; and
- (c) to inform BT Customer Services immediately by telephone if the SIM Card or Device is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner.

3.12 If the SIM Card or Device is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner the Customer will be responsible for any charges incurred until the Customer has informed BT and for the cost of replacement.

3.13 Any equipment other than that provided by BT that the Customer connects to or uses with BT Mobile must be approved by BT for use on the BT Mobile Network. BT may disconnect the BT Mobile service if the Customer uses or allows a third party to use BT Mobile with unapproved equipment.

BT Business Email

3.14 The Customer will be responsible for the creation, maintenance and design of all Customer Information.

The Customer's general responsibilities

3.15 The Customer is responsible for nominating an Admin User who will be responsible:

- (a) for the day to day use of BT Business Email within the Customer's organisation, including the first point of contact for queries and the day to day management of user accounts;
- (b) operation of Self Care, including the issuing and updating of appropriate passwords;
- (c) for the provision of all PCs, software, applications, Internet access or bandwidth in order to access BT Business Email, all correctly maintained at Customer's expense and used in accordance with the manufacturers instructions;
- (d) for all configuration and managing

of its access to BT Business Email including configuration of its network, firewall, DNS, routers and PCs. BT accepts no liability for whatever reason due to incorrect configuration of any of the above by the Customer; and

- (e) introduction and maintenance of a virus protection policy to cover all equipment and internal procedures used to access BT Business Email that will be made available to BT upon request.

4. Charges

General

The following terms apply in addition to the Charges and Payment terms set out in the Conditions

4.1 Charges for the Service, Devices and any other equipment are set out in the Charges Schedule (where a Charges Schedule is provided) or the Welcome Letter (where this contains charges) or as otherwise advised by BT.

4.2 The Customer must have a BT OneBill Plus account with BT. BT will normally bill the Customer in line with standard BT OneBill Plus arrangements but may sometimes need to raise separate charges or bills (such as while a new BT OneBill Plus account is being set up).

4.3 The Customer must pay the charges by direct debit except where immediately prior to the Customer ordering the Service the Customer already had a BT OneBill Plus account and BT had agreed a payment method other than direct debit. In the latter case the Customer may continue the existing BT OneBill Plus payment method.

4.4 Where the Customer's payment method is direct debit BT will debit the Customer's account on or after the due date specified on the bill, normally 14 days from the date of the bill. Where the Customer's payment method is not direct debit, payment is due by the payment due date of the OneBill Plus.

4.5 The Customer must notify BT within 14 days of the date of any disputed invoice or debit.

Service Early Termination Charges

4.6 If this Contract or part of the Core OA Service is ended during a Minimum Period the Customer must pay the outstanding monthly subscription charges up to the end of the Minimum Period. This does not apply if clause 6.3 of the Conditions applies. Charges for early termination for BT Openzone is as detailed in paragraphs 4.14 and 4.15 below.

BT Mobile Charges

4.7 BT may at its discretion apply a usage limit to the Customer's account (that BT may alter by advising the Customer) and BT may suspend the Service if this limit is exceeded. As BT's billing system is not instantly updated each time the Customer uses the Service it is possible, especially when making international calls or using international roaming, to exceed the Customer's usage limit. The Customer will be liable for all charges incurred including any charges exceeding the usage limit. The Customer may need to pay any charges incurred in excess of the limit before Service is reinstated.

Business Email Charges

4.8 Any additional mailbox storage that is required above the inclusive limit will be charged at the current prices.

4.9 Any unused inclusive monthly Business Email mailbox storage allowance cannot be carried forward to the next month.

BT Openzone Charges

4.10 BT Openzone is available either on a monthly subscription or per minute (usage of less than 2 hours per month) basis.

4.11 BT Openzone subscription charges are:
(a) on a per User basis;
(b) either for unlimited access or for time based service charges per calendar month; and
(c) billed monthly in advance.

4.12 Any additional time and usage based charges (including roaming) will be charged for. Unused minutes cannot be carried forward. Additional minutes are available at standard charges. Unless the Service Start Date occurs on the 1st day of the calendar month, the charges and any inclusive usage will be pro-rated.

4.13 BT Openzone per minute charges:
(a) charges are based on the total number of minutes used during a month; and
(b) billed in arrears.

BT Openzone Early Termination Charges

4.14 If the Customer terminates this Contract or its BT Openzone subscription package either before the Service Start Date or during the Minimum Period, other than because of clause 6.3 of the Conditions, or if BT terminates for the Customer's breach before the end of the Minimum Period, the Customer agrees to pay termination charges calculated as follows:
(a) an amount equal to the charges due to the end of the first 12 months of the Minimum Period (where the service is

terminated within the first 12 months); and
(b) any discount that has been applied as a result of the Minimum Period selected, including any term discount.

4.15 If the Customer terminates this Contract or its BT Openzone per minute package other than because of clause 6.3 of the Conditions, or if BT terminates for the Customer's breach, before the end of the Minimum Period, the Customer agrees to pay £5 or such other charge as BT may advise.

5. Additional Conditions

Contractual Documents

5.1 In addition to the documents specified in the Conditions the following also form part of this Contract and take precedence over the Conditions:

- (a) For the Core OA Service:
 - (i) the Charges Schedule (where a Charges Schedule is provided), or
 - (ii) the Welcome Letter (where this contains charges).
- (b) For BT Openzone – the Welcome Letter.

Cancellation and Termination

5.2 If any part of the Core OA Service is cancelled or terminated:
(a) all of the Core OA Service will automatically be cancelled or terminated; and

- (b) (i) if the Customer wishes to retain BT Openzone and BT agrees, BT Openzone will continue to be provided under the terms of this Contract; or
- (ii) if the Customer does not wish to retain BT Openzone or BT does not agree to continue to supply BT Openzone to the Customer this Contract will terminate and the termination charges in paragraphs 4.14 or 4.15 will apply.

5.3 Cancellation or termination of BT Openzone will not automatically cause the Core OA Service to be cancelled or terminated. If the Customer wishes to cancel or terminate the Core OA Service the Customer must expressly cancel or terminate the Core OA Service and the cancellation and termination charges referred to in paragraph 5.4 below will apply.

5.4 Unless specified in this Service Schedule, cancellation and termination charges are as set out in the Charges Schedule (if provided) or the Welcome Letter.

Risk and Ownership

5.5 Risk in equipment including Devices and SIM Cards supplied by BT under this Contract passes to the Customer at the time of delivery, but the Customer will not be liable for any loss or damage to the extent that it is caused by BT's negligence.

5.6 Title in Devices supplied without charge remains with BT. Until title passes the Customer undertakes not to sell, lease, charge, assign by way of security or otherwise deal in or encumber in any way. Where the Customer pays for the Device title passes to the Customer upon payment in full.

Fraud Prevention

5.7 BT may check the Customer's details with a fraud prevention agency. If the Customer provides information that BT reasonably believes to be false or incorrect and BT suspects fraud, BT may record this information with a fraud prevention agency. BT and other organisations may use and search this information to:

- (a) help make decisions about credit and credit related services for the Customer;
- (b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for the Customer;
- (c) trace debtors, recover debt, prevent fraud, and to manage the Customer's accounts or insurance policies; and
- (d) check the Customer's identity to prevent money laundering unless the Customer gives BT other satisfactory proof of identity.

Accessing the Internet

5.8 In addition to clause 7 of the Conditions:

- (a) BT excludes all liability of any kind in respect of Customer Information or any other material that can be accessed or acquired using the Service;
- (b) BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment;
- (c) BT excludes liability for any advice or other services provided by any BT appointed IT subcontractor beyond that described within this Service Schedule. Any such advice or other services may be subject to a separate arrangement between the Customer and any BT appointed IT subcontractor and may incur additional charges; and
- (d) BT excludes, to the extent permitted by law, all liability of any kind in respect of any goods, services, information, software or other materials the Customer may obtain when using the Internet (including email). The Customer is responsible for ensuring the Customer's equipment is adequately protected against viruses and/or unauthorised access.

5.9 The Customer can access the Internet using the Service. The Internet is separate from the Service and use of the Internet is solely at the Customer's own risk and subject to all applicable laws.

Resale

5.10 The Service is provided solely for the Customer's own use (including use by Authorised Users in the case of Business Email) and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any one else third party.

BT Mobile

5.11 Accessing the Internet

- (a) as part of the BT Mobile service BT may provide the Customer with Content. BT may change the Content from time to time;
- (b) the Content can only be used for the Customer's own purposes and is protected by copyright, trademark and other intellectual property rights. The Customer may not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (c) although BT takes precautions, it cannot guarantee the accuracy or completeness of the Content. Therefore, the Customer's use of the Content (for whatever purpose) is at

the Customer's own risk; and
(d) some of the Content will have its own terms and conditions. If the Customer accesses this Content the Customer will need to comply with those terms and conditions.

Use of the Customer's information

5.12 BT will use the information BT has about the Customer and the Customer's use of BT Mobile for marketing purposes. BT needs the Customer's consent to do this and will assume BT has it unless the Customer tells BT otherwise by writing to the BT Customer Correspondence Centre, T.V.T.E, Gateshead, NE11 0ZZ. The Customer should use the Device number in any correspondence.

5.13 If the Customer wishes to make international calls or use international roaming BT may need to provide the Customer's personal information to other companies that may be outside the EU. The Customer should be aware that outside the EU standards of protection for personal information might be lower than that provided by the Data Protection Act 1998.

When BT may bar or disconnect the Service

5.14 At BT's discretion BT may bar a SIM Card from making calls (other than to the emergency services) and disconnect it

from the BT Mobile Network if:

- (a) the Customer is in breach of its obligations under clause 3 of the Conditions;
- (b) a SIM Card or Device is lost or stolen; or
- (c) if BT has reasonable cause to suspect fraudulent use of a SIM Card or Device.

5.15 The Customer must pay an unbaring charge and, if applicable, a re-connection charge if BT Mobile service is temporarily barred and/or a SIM Card is disconnected for the reasons stated in paragraph 5.14. If BT has barred or disconnected BT Mobile service BT will not re-provide it unless the Customer satisfies BT that it will comply with the terms of this Contract. BT may require the Customer to authorise a direct debit authority for the payment of such charges.

5.16 If BT bars or disconnects a SIM Card because the Customer breaks this Contract, this Contract will still continue. The Customer must pay all charges until this Contract is ended by notice under clause 6 of the Conditions.

BT Business Email Ordering

5.17 Under this Contract BT Business Email can only be provided as part of the Core OA Service (one mailbox per SIM Card).

Software

5.18 The Customer will sign and/ or comply with the terms of any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software. This includes the Microsoft Software Licence agreement as set out on www.bt.com.

5.19 BT may offer updates or modifications to the Software or documentation. Any applicable charges for such updates or modifications will be notified to the Customer at the time BT offers such updates or modifications.

Domain Names

5.20 The Customer warrants that it is the owner of or that it is duly authorised by the owner of, or is otherwise lawfully entitled to use any trademark or name that it wishes to use as its Domain Name.

5.21 BT reserves the right to require the Customer to select a replacement Domain Name and may either refuse to provide or may suspend Service if, in BT's opinion, there are reasonable grounds for BT to believe that the Domain Name is, or is likely to be:

- (a) offensive, abusive, defamatory or obscene;

- (b) in breach of the provisions of clause 3 of the Conditions; or
- (c) in breach of paragraph 5.20

BT Openzone Termination

5.22 For BT Openzone the termination notice period applying to the Customer and BT under clause 6.2 of the Conditions is three months.

6. Definitions

In this Service Schedule the following terms have the meanings shown next to them:

6.1 General

BT Customer Services

the telephone or email or online support point provided by BT to which the Customer can report faults and seek assistance with the Service. Details are contained in the welcome letter or as otherwise advised by BT

Charges Schedule

The Schedule to this Contract that sets out the charges for the Service and associated terms

Core OA Service

BT Mobile and BT VoIP and, where the BT hosted email option has been where ordered by the Customer, BT Business Email

Device

any mobile handset or related accessories provided by BT under this Contract excluding SIM Cards

GPRS

General Packet Radio Service technology for GSM networks

GSM

Global System for Mobile communications digital telephony network

Internet

the global data network comprising interconnected networks using the TCP/IP protocol suite

Username

user identities as provided by BT

Welcome Letter

A letter sent to the Customer with the Device welcoming the Customer to the Service and that may set out the charges for the Service

WiFi

wireless broadband access at public locations

6.2 BT Mobile

Network

the mobile telecommunications systems over which BT Mobile service is provided

Content

Data, information, video, graphics, sound, music, photographs, pictures, marks, logos, names, words, phrases, hypertext links, software and any other materials (in whatever form) that may be available to the Customer as part of BT Mobile service

GSM Gateway

A single point of access to the Network from another network using SIM Cards provided by BT

MMS

Multi Media Messaging Service

SIM Card

a subscriber identity module card that BT provides as part of BT Mobile service

SMS

Short Messaging Service

6.3 VoIP**VoIP**

Voice over Internet Protocol and is the transmission of voice traffic over a wide area network or the Internet using the IP signalling standard

WiFi Hotspot

a public or private wireless local area network that uses high frequency radio signals to transmit and receive data and to which the Customer has arranged access. It includes a BT Site as defined under Section 6.5 below

6.4 BT Business Email**Admin User**

the individual authorised by the Customer to manage configurable aspects of the Service including but not limited to management of Mailboxes

Authorised User

anyone (including the Admin User and persons authorised by the Customer and/or registered by the Customer with BT) who is authorised to use the Service

Customer Information

data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Customer by using the Service. Customer Information may include information about the Customer (including individual employees or its representatives) or the Customer's Authorised User, that may include personal data subject to laws or regulations

Domain Name

a name registered with an Internet registration authority for use as part of the Customer's email address

Mailbox

an account created on the BT Exchange servers that will provide an Authorised User with the features associated with the Service

Self Care

the web-based systems tool that is made available to the Admin User for the day to day running of the Service, and other Authorised Users to change passwords, as further detailed at www.btbroadbandoffice.com

Virus Scanning

services that aim to protect against infections, that arise within files during file downloads or viruses transmitted from email servers and Internet e-mail gateways. Virus Scanning protection services include real time scanning email servers and Internet email gateways

6.5 BT Openzone**BT Network**

BT's communications network used to provide the Service from the BT Site to the Internet or, if applicable, the Customer Network

BT Openzone Web Page

www.bt.com/openzone or such other URL as BT may from time to time advise

BT Site

each physical location of the radio access points offering BT Openzone service

Customer Network

the Customer's communications network including its LAN and any intranet services

LAN

Local area network

Roaming

use of BT Openzone service where access is provided via an alternative wireless data service and where BT has an agreement with the alternative wireless data service provider for such access. Charges for Roaming will be charged separately at the prevailing rates

Conditions for BT Office Anywhere**1. Commencement**

1.1 This Contract begins on the date the Customer receives BT's notification of its acceptance of the Customer's request for the Service and continues until terminated by the Customer or BT in accordance with this Contract.

1.2 Unless otherwise stated in this Contract, the Service commences on the Service Start Date.

2. Provision of the Service**Site Preparation, Access and Installation**

2.1 The Customer agrees to prepare the Site according to any instructions BT may give and to provide BT with reasonable access to the Site. The Customer agrees to provide, at its expense, a suitable

- place and conditions for BT Equipment and, where required, a continuous mains electricity supply and connecting points.
- 2.2 The Customer will obtain any permission needed for BT to put BT Equipment on the Site.
- 2.3 The Customer and BT will meet each other's reasonable safety and security requirements when on the Site. The Customer and BT agree to look after each other's equipment on the Site. If the Customer or BT damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.
- 2.4 BT will use reasonable endeavours to provide the Service by any date agreed with the Customer, but all dates are estimates, unless the Service Schedule says otherwise.
- 2.5 When BT's work is complete, the Customer will be responsible for putting items back and for any re-decorating which may be needed.

Faults and Repair

- 2.6 BT will use reasonable endeavours to provide uninterrupted service, but from time to time faults may occur.

- 2.7 If the Customer reports a fault in the Service BT will repair the fault as set out in the Service Schedule. If BT agrees to work outside the hours specified in this Contract, the Customer will pay BT's additional charges. If the Customer reports a fault and BT finds there is none or that the Customer has caused the fault, BT may apply a charge.

3. Regulations and Use Of The Service

- 3.1 Any Customer Equipment must be:
- (a) technically compatible with the Service and not harm BT's network or another customer's equipment; and
 - (b) connected using the applicable BT network termination point, unless the Customer has BT's permission to connect by another means, and used in compliance with any relevant instructions, standards or laws.
- 3.2 The Service must not be used:
- (a) in any way that is unlawful or in contravention of any licence, code of practice, instructions or guidelines issued by regulatory authorities, third person's rights or BT's Acceptable Use Policy located at <http://www.bt.com/acceptableuse/>; or
 - (b) to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or anxiety; or

- (c) to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing; or
- (d) in any way which BT considers is or is likely to be detrimental to the provision of the Service to the Customer or service to any of BT's other customers; or
- (e) to spam or to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party; or
- (f) in any way that does not comply with any instructions by any other public telecommunications operator or other competent authority in any country where the Service is provided.

- 3.3 The Customer will comply with BT's reasonable instructions regarding health, security, safety or the quality of the Service.
- 3.4 Occasionally, for operational reasons, BT may have to change the codes or numbers given to the Customer, or interrupt or suspend Service. BT will restore the Service as quickly as possible.
- 3.5 The Customer will indemnify BT against any claims or legal proceedings which are brought or threatened against BT

by a third party because the Service is used in breach of clause 3. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

- 3.6 BT may monitor and record calls relating to customer services and telemarketing. BT does this for training purposes and to improve the quality of its customer services. BT also records all Calls to the 999 or 112 services.

4. Charges and Payments

- 4.1 Charges for the Service are as specified in the Service Schedule and calculated using the details recorded by BT.
- 4.2 Unless otherwise stated in the Service Schedule, charging will start on the Service Start Date.
- 4.3 Unless otherwise stated in the Service Schedule, BT will submit bills:
- (a) in advance for subscription, rental, and other recurring charges; and
 - (b) in arrears for usage, connection and any other non-recurring charges.
- 4.4 Unless otherwise agreed with BT, the Customer agrees to pay all charges by direct debit. There may be an additional charge where payment is not by direct

- debit and this charge is set out in the Service Schedule or as otherwise notified by BT.
- 4.5 Where the Customer has requested that the Service be included within a standard BT pricing package (where the terms of the pricing package allow the Service to be included), the Customer agrees that whilst the Service is included within the pricing package the charges specified in the Service Schedule may be amended by the terms of the pricing package. Upon termination of the pricing package, the charges will revert to those specified in the Service Schedule.
- 4.6 Payment is due by the date specified in the Service Schedule.
- 4.7 If the Customer disputes any charge on a bill the Customer will notify BT in writing within the period set out in the Service Schedule. Where the disputed amount is less than 5% of the total bill, the Customer will pay the full amount of the bill. Otherwise the customer must pay the amount not in dispute. Any disputes will be resolved promptly and the resolved amount, if any, is payable in accordance with the Service Schedule.
- 4.8 If BT does not receive payment by the due date BT may charge the Customer:
- (a) daily interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 for the period beginning on the date on which payment is due and ending on the date on which payment is made; and/or
 - (b) a late payment charge.
- 4.9 If the Customer does not pay a bill, BT may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If BT instructs an agency, the Customer must pay BT an additional sum. This will not exceed the reasonable costs BT has to pay to the agency, who will add the sum to the Customer's outstanding debt on BT's behalf. This clause applies even if this Contract has ended.
- 4.10 In the event that any sum owed by the Customer to BT under this Contract or any other contract with BT is not paid by the due date, BT may deduct this sum from any payment or credit due to the Customer under this Contract or any other contract with BT.
- 4.11 Unless otherwise provided in the Service Schedule, all charges are exclusive of VAT which is chargeable at the applicable rate.
- 4.12 BT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.
5. **Changing This Contract**
- Unless otherwise stated in the Service Schedule, BT can change this Contract (including the charges) at any time.
- 5.1 BT will notify the Customer of any changes to the Contract by giving prior notice to the Customer published online at <http://www.bt.com> (or any other online address that BT may advise the Customer), or in accordance with clause 9.9, as follows :
- (a) for changes that are to the Customer's significant detriment, at least 14 days before the change is to take effect; and
 - (b) for all other changes at least one day before the change is to take effect.
6. **Ending This Contract**
- 6.1 The Customer may cancel this Contract or the Service at any time before BT provides the Service. The Customer will pay BT any cancellation charge set out in the Service Schedule.
- 6.2 Unless otherwise stated in the Service Schedule, this Contract may be ended by:
- (a) the Customer on 30 days' written notice to BT; or
 - (b) BT on 30 day's written notice to the Customer.
- 6.3 If the Customer or BT ends this Contract during the Minimum Period the Customer will pay BT the early termination charges set out in this Contract. The termination charges will not apply if:
- (a) the Customer ends this Contract during the Minimum Period because BT is in material breach of this Contract; or
 - (b) the Customer gives notice to end this Contract within three months of BT notifying the Customer of an increase to its charges, or a change to this Contract in either case to the Customer's significant detriment; or
 - (c) BT ends this Contract during the Minimum Period for convenience; or
 - (d) this Contract ends because either clause 8.6 or 9.1(c) applies
- 6.4 The Customer may end this Contract if:
- (a) BT materially breaches this Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
 - (b) insolvency proceedings are brought against BT or BT makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of BT's assets or BT goes into liquidation or a corresponding event under Scottish Law.

- 6.5 BT may suspend the Service or end this Contract, or both, at any time without notice if:
- (a) the Customer breaches this Contract or any other Contract that the Customer has with BT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by BT to do so; or
 - (b) BT reasonably believes that the Service is being used in a way forbidden by clause 3. This applies even if the Customer is unaware that the Service is being used in such a way; or
 - (c) bankruptcy or insolvency proceedings are brought against the Customer or the Customer does not make any payment under a judgement of a Court on time or the Customer makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of the Customer's assets or the Customer goes into liquidation or a corresponding event under Scottish Law.

The Customer will continue to pay the charges during any period of suspension.

- 6.6 If this Contract ends BT will refund any money owed to the Customer after first deducting any money due to BT under this Contract or any other contract that BT has with the Customer.

7. Limitation of Liability

- 7.1 BT accepts liability as set out in clause 7. BT does not guarantee that the Service will be fault-free.
- 7.2 Neither the Customer nor BT excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.
- 7.3 Unless otherwise expressly stated in this Contract neither the Customer nor BT shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any direct loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption or for any other similar direct loss which may arise in relation to this Contract whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.
- 7.4 Unless otherwise expressly stated in this Contract neither the Customer nor BT shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss of profit, revenue, time, anticipated savings or profit or revenue,

opportunity, data, use, business, wasted expenditure, loss of or damage to physical property, business interruption or for any other indirect or consequential loss or punitive damages which may arise in relation to this Contract whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.

- 7.5 Subject to clauses 7.2, 7.3, 7.4 and 7.7, the Customer and BT accept liability to the other in contract, tort (including negligence) breach of statutory duty or otherwise for direct loss limited to:
- (a) £1,000,000 for loss of or damage to physical property in any period of 12 consecutive months; and
 - (b) £250,000 for all other loss or damage arising from any one incident or series of connected incidents and £500,000 for all incidents in any period of 12 consecutive months.
- 7.6 Clause 7 will not apply to any obligation to pay charges or to clauses 3.5 and 8.5.
- 7.7 Each part of this clause operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause shall continue to apply.
- 7.8 The Customer is advised to consider entering into a business continuity insurance contract.

8. Intellectual Property and Confidentiality

Intellectual Property

- 8.1 Except as expressly set out in this Contract, the Customer and BT do not acquire any rights or licences to the other's Intellectual Property Rights.
- 8.2 If software, documentation or manuals are provided to enable the Customer to receive and use the Service, BT grants the Customer, for the duration of this Contract, a non-exclusive, non-transferable licence to use such software, documentation or manuals for the Customer's own use. Unless otherwise agreed in writing, any licence granted by BT under this clause 8.2 will terminate when this Contract is terminated.
- 8.3 The Customer will sign or otherwise accept any agreement required by the owner of the copyright in the Software to protect the owner's interest in that Software.
- 8.4 Except as permitted by applicable law or as expressly permitted under this Contract the Customer must not, without BT's prior written consent, copy, de-compile or modify any software, copy manuals or documentation or permit anyone else to do so.

- 8.5 BT will indemnify the Customer against all claims and proceedings arising from infringement of any third person's Intellectual Property Rights by the provision of the Service to the Customer. This indemnity does not apply to claims or proceedings arising from:
- (a) the use of the Service in conjunction with any equipment, software or any other service not supplied by BT; or
 - (b) any modification which was not made by BT or with BT's prior written consent; or
 - (c) designs or specifications supplied by the Customer; or
 - (d) the use of the Service other than in accordance with the terms of this Contract.
- 8.6 If the Service becomes, or BT believes it is likely to become, the subject of a claim of infringement of any Intellectual Property Rights BT, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service so that it is no longer infringing, provided that the modification or replacement does not materially affect the performance of the Service. If the indemnity in clause 8.5 applies and none of the remedies in this clause is available to BT on reasonable terms, BT may notify the Customer and terminate the Service without liability to the Customer.

Confidentiality

- 8.7 Except to the extent any disclosure is required by law BT and the Customer will keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with this Contract. The Customer and BT will not, without the consent of the other, disclose such information to any person other than:
- (i) their Group Company employees or professional advisers who need the information in order for the Customer or BT to fulfil its obligations under this Contract; or
 - (ii) in the case of the Customer, its Users to the extent that they are required to use or access the Service; or
 - (iii) in the case of BT, the employees or professional advisers of its suppliers who need the information in order for BT to fulfil its obligations under this Contract.
- 8.8 Information will not be treated as confidential if it is:
- (a) in the public domain other than in breach of this Contract; or
 - (b) lawfully in the possession of the Customer or BT before disclosure has taken place; or
 - (c) obtained from a third person who is free to disclose it; or

- (d) replicated independently by someone without access or knowledge of the Information.

- 8.9 If the Customer receives a request under the Freedom of Information Act 2000 which encompasses any information held by the Customer which was provided by BT in connection with this Contract the Customer will notify BT immediately of the request and give BT at least 10 working days to make representations.

9. General Terms

Matters Beyond Reasonable Control

- 9.1 (a) If the Customer or BT is unable to perform, or is delayed in performing, any obligation under this Contract because of something beyond its reasonable control including act of God, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts or omissions of local or central government or other competent authorities, or beyond the reasonable control of its suppliers, it will have no liability to the other for that failure or delay in performing.
- (b) BT will not be liable for failure to or delay in supplying the Service if:
- (i) another supplier delays or refuses the supply of a

- telecommunications service to BT and no alternative service is available at reasonable cost; or
 - (ii) legal or regulatory restrictions are imposed that prevent BT from supplying the Service.
- (c) If any of the events detailed in clauses 9.1(a) or 9.1(b) continue for more than three months the Customer or BT may terminate this Contract in whole or part by written notice to the other.

Escalation and Dispute Resolution

- 9.2 (a) BT will try to work through any dispute that the Customer may have with BT. If this does not resolve the dispute then the Customer may refer the matter to the relevant dispute resolution service as follows:
- (i) where appropriate, in accordance with the details set out in BT's Code of Practice for consumers and small businesses; and
 - (ii) otherwise, as set out in clause 9.2(b) below.
- (b) Any dispute must be raised in writing with the Customer's or BT's representative as appropriate. The Customer and BT will use reasonable endeavours to resolve any dispute as follows:
- (i) a dispute which has not been resolved by the Customer's or BT's representative within seven days

of being raised may be referred by the Customer or BT to the first level by written notice to the other; and

- (ii) if the dispute is not resolved at the first level within seven days of referral, the Customer or BT may refer the dispute to the second level by written notice to the other.

The Customer's and BT's representatives at the first and second levels are as notified by the Customer and BT to the other from time to time.

- (c) If the dispute is not resolved after the procedures detailed in clause 9.2(a) and (b) have been followed then, if the Customer and BT agree, the dispute will be settled by mediation in accordance with the procedures specified by the Centre for Dispute Resolution (CEDR). If the dispute is referred to a mediator:-

- (i) the mediator will be appointed by agreement of the Customer and BT. If the Customer and BT fail to agree within seven days of a proposal by one party, the mediator will be appointed by CEDR; and
- (ii) all negotiations on the dispute and any agreement reached will be kept confidential.

- (d) Nothing in this clause 9.2 shall prevent the Customer or BT from exercising

any rights and remedies that may be available in respect of any breach of the provisions of this Contract.

Transfer of Rights and Obligations

- 9.3 The Customer and BT may not transfer any of their rights or obligations under this Contract without the written consent of the other, except that:
- (a) The Customer may transfer its rights or obligations or both to a Group Company with the written consent of BT, such consent not to be unreasonably withheld or delayed; and
 - (b) BT may transfer its rights or obligations or both to a Group Company without consent provided that it notifies the Customer that it has done so.

Severability

- 9.4 If any term of this Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if this Contract had been made without the invalid, illegal or unenforceable terms.

Survival

- 9.5 Clauses 8.6, 8.7 and 8.9 will survive the termination or expiry of this Contract for two years.

Entire Agreement

- 9.6 (a) This Contract contains the entire agreement between the Customer and BT and replaces all previous written or oral agreements relating to its content.
- (b) The Customer and BT agree that:
- (i) they have not been induced to enter into this Contract by, nor have they relied on, any statement, representation, warranty or other assurance not expressly incorporated; and
 - (ii) in connection with this Contract their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded.
- (c) The terms of clauses 9.6(a) and 9.6(b) will not affect the rights or remedies of the Customer and BT for any fraudulent misrepresentation.

Waiver

- 9.7 A failure or delay by the Customer or BT to exercise any right or act upon a breach under this Contract will not be a waiver of that right or breach. If the Customer or BT waives a right or breach of this Contract, that waiver is limited to the particular right or breach.

Rights of Third Parties

- 9.8 A person who is not the Customer or BT (including an employee, the officer, agent, representative or subcontractor of the Customer or BT) has no right under Contracts (Rights of Third Parties Act 1999) to enforce any term of this Contract. This does not affect any right or remedy that exists or is available apart from that Act.

Notices

- 9.9 Unless otherwise stated in this Contract, notices given under this Contract must be in writing (including email) and delivered to the following addresses:
- (a) to BT at the address shown on the bill or any address which BT provides to the Customer for this purpose; or
 - (b) to the Customer at the address to which the Customer asks BT to send bills, the address of the Site or, if the Customer is a limited company, its registered office or to the Customer's

primary email address.

This clause does not apply to notices given under clauses 1.1 and 5.1.

Law and Jurisdiction

9.10 This Contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

Data Protection

9.11 The Customer and BT will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with this Contract. The Customer and BT will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

Customer's Instructions

9.12 BT may take instructions from a person whom it thinks, with good reason, is acting with the Customer's permission.

10 Definitions

10.1 In this Contract the following terms have the meanings shown next to them:

BT

British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England No. 1800000

BT Equipment

Any equipment, including any Software, owned or controlled by BT and placed on the Site to provide the Service

Conditions

These Conditions for BT Office Anywhere

Contract

This agreement for the provision of the Service between BT and the Customer comprising the following documents and, unless otherwise stated in the Service Schedule, in the following order of precedence:
the order/registration form (if any);
the Service Schedule;
the Conditions;
the Customer Requirements Form (if any); and
any other documents expressly incorporated into this Contract

Customer

The person with whom BT contracts to provide the Service

Customer Equipment

Any equipment, including any software, for use with the Service that is not part of BT's network and which is owned or controlled by the Customer

Customer Requirements Form

The BT form that sets out the requirements for the Service agreed between the Customer and BT

Group Company

A subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985 and as amended by the Companies Act 1989

Intellectual Property Rights

Any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know-how, or any similar right exercisable in any part of the world and including any applications for the registration of any patents or designs

Minimum Period

Unless otherwise stated in the Service Schedule, the period stated in the Service Schedule, or the order/registration form, measured from the Service Start Date

Service

The service or part of the service specified in the Service Schedule

Service Schedule

The schedule to this Contract that describes the Service to be provided by BT

Service Start Date

the date the Service is first made available to the Customer or the date on which the Customer first uses the Service. Where the Service is made up of more than one part (that can be used independently of some other parts) then, unless otherwise stated in the Service Schedule, the Service Start Date will be the date that the last part of the Service is made available to the Customer or used by the Customer, whichever occurs first

Site

The place(s) at which BT provides Service

Software

Any software and associated written and electronic documentation and data provided by BT under this Contract.

