



BT Business Email Terms & conditions

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1. DEFINITIONS

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

"Admin User" means 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.

"Billing Period" means the billing period associated with the BT Business Broadband service comprising consecutive periods of three months beginning on the date that the BT Business Broadband service is activated and available for the Customer to use.

"BT" means British Telecommunications plc of 81 Newgate Street, London, EC1A 7AJ registered in England No 1800000, including its authorised sub-contractors and agents.

"Charges Schedule" means the Schedule containing details of charges attached to this Contract.

"Conditions" means these terms and conditions for Business Email Services from BT.

"Contract" means these Conditions, the Service Schedule, the Charges Schedule, the Software Licence Agreements and the Order Form. This Contract begins on the date that the Order Form is accepted by BT.

"Customer" means the person named on the Order Form. BT may take instructions from a person who it thinks, with good reason, is acting with the Customer's permission.

"Customer Equipment" means equipment that is not part of the Service and which the Customer uses or plans to use with the Service.

"Customer Information" means 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, which may include personal data subject to laws or regulations.

"Self Care" means the web-based systems tool which 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.

"Domain Name" means a name registered with an Internet registration authority for use as part of the Customer's email address.

"Helpdesk" means the helpdesk facility provided by BT to handle enquiries and administration for the Service.

"Initial Period" means the period commencing on the Operational Service Date and ending at midnight on the sixtieth calendar day from the Operational Service Date.

"Internet" means the global data network comprising interconnected networks using the TCP/IP protocol suite.



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"Mailbox" means an account created on the BT hosted Exchange and associated servers which will provide an Authorised User with the features associated with the Service.

"Minimum Period" means the first 12 months of the Service beginning on the Operational Service Date.

"Operational Service Date" means the date when the Service is installed and available for use or the date when the Customer first starts to use the Service, whichever is the earlier.

"Service" means the service or, where appropriate the services or part of the service described in the Service Schedule and provided to the Customer under this Contract. The Service includes the Business Email Plus Organise and Share, Business Email Plus Organise and Business Email Lite Service as further detailed in the Service Schedule.

"Software" means the Service termination and subscription refund arrangement detailed in paragraph 12.1 (b)

"60 Day No Hassle Money Back Guarantee" means any software provided by BT to enable the Customer to access or use the Service.

"Software Licence Agreement" means the agreement provided by the Software provider which the Customer must accept prior to use of the Software with the Service, the current versions of which are provided as the Software Licence Agreements attached to this Contract.

"Virus Scanning" means services which aim to protect against infections, which 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.

2. PROVIDING THE SERVICE

2.1 BT will provide the Service by the date agreed with the Customer but all dates are estimates and BT has no liability for any failure to meet any date.

2.2 Occasionally, for operational reasons, BT may have to change the technical specification of the Service, or interrupt the Service, provided that any change to the technical specification does not materially affect the performance of the Service and BT will restore the interrupted Service as quickly as possible.

2.3 The Customer accepts that occasionally BT will provide instructions regarding the Service. The Customer must follow these instructions.

2.4 With the exception of the hardware, Software and communications services described being provided by BT in the Service Schedule, the Customer is responsible for providing suitable computer hardware, software, and telecommunications equipment and services necessary to access and use the Service.

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

3. CUSTOMER EQUIPMENT

Any Customer Equipment must be:

- (a) technically compatible with the Service and not harm the Service; and
- (b) connected and used in line with any relevant instructions, standards or laws.



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4. ACCESSING THE CUSTOMER'S PREMISES

BT may need access to the Customer's premises from time to time (for example, for installation, repairs, maintenance or upgrades). In this event BT will give the Customer advance notice and so long as appropriate identification is shown, the Customer agrees to allow BT, or BT's appointed IT subcontractor, access. BT, or BT's appointed IT subcontractor, will meet the Customer's reasonable requirements and the Customer must meet BT's, concerning the safety of people on the Customer's premises.

5. MAKING SURE THE SERVICE IS SECURE

5.1 The Customer is responsible for the security and proper use of all user identities ("Usernames") and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

5.2 The Customer must immediately inform BT if there is any reason to believe that a 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.

5.3 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.

5.4 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.

5.5 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.

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

6. USE OF THE SERVICE

6.1 The Customer shall only access the Service as permitted by BT and shall not attempt at any time to circumvent system security or access the source software or compiled code.

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

6.3 The Service 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.

6.4 The Customer must not use a Domain Name, which infringes the rights of any person in a corresponding trademark or name.

6.5 The Customer shall be responsible for the creation, maintenance and design of all Customer Information.

6.6 The Customer must ensure that it complies with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer and which relate to the provision of Customer Information.



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6.7 The Service must not be used in a way that:

- (a) does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful;
- (b) does not comply with any instructions given by BT under paragraph 2.4 or any other public telecommunications operator or other competent authority, in any country where the Service is provided; or
- (c) would put BT in breach of the terms BT has with any public telecommunications operator, notified in writing by BT to the Customer.

6.8 The Service must not be used:

- (a) to send, knowingly receive, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- (b) to cause annoyance, inconvenience or anxiety;
- (c) to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or
- (d) other than in accordance with BT's acceptable use policies available at www.abuse-guidance.com.

6.9 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses:

- (a) the Service in contravention of paragraphs 6.1 to 6.8; or
- (b) the server capacity or the Software made available to it in any way which, in BT's opinion is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT.

BT may treat the contravention as a material breach of this Contract, which cannot be remedied for the purposes of paragraph 14.

6.10 The Customer must indemnify BT against any claims or legal proceedings, which are brought or threatened against BT by a third party because:

- (a) the Service is not used in accordance with this Contract due to acts or omissions of the Customer; or
- (b) the Service is faulty or cannot be used by that third party due to acts or omissions of the Customer.

This indemnity will not apply to the extent that BT has caused Service affecting faults. 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.

6.11 The Customer is responsible for the acts and omissions of all Authorised Users in connection with the Service and is liable for any failure by any Authorised User to perform or observe the terms and conditions of this Contract, including any instructions issued under paragraph 2.3. The Customer must advise any change in the Admin User by email to the Helpdesk as described in the Service Schedule.



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6.12 BT may take action to manage network performance to avoid disruption of the service, which may include suppression and/or deletion of inbound and outbound emails reasonably considered by BT to be spam.

7. SOFTWARE

7.1 Where Software is provided to enable the Customer to use the Service, BT grants the Customer a non-exclusive, non-transferable licence to use the Software for that purpose.

7.2 The Customer will not, without BT's prior written consent, copy, decompile or modify the Software, nor copy the manuals or documentation (except as permitted by law).

7.3 The Customer will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software. The current copies of the Software Licence Agreements are attached to this Contract.

7.4 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.

8. INTELLECTUAL PROPERTY RIGHT INDEMNITIES

8.1 BT will indemnify the Customer against any claims and proceedings arising from infringement of any intellectual property rights through BT's provision of the Service to the Customer. As a condition of this indemnity the Customer must:

(a) notify BT promptly in writing of any allegation of infringement;

(b) make no admission relating to the infringement;

(c) allow BT to conduct all negotiations and proceedings and give BT all reasonable assistance in doing so (BT will pay the Customer's reasonable expenses for such assistance); and

(d) allow BT to modify the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification does not materially affect the performance of the Service.

8.2 The indemnity in paragraph 8.1 does not apply to infringements caused by the use of the Service in conjunction with other equipment, software or services not supplied by BT or to infringements caused by designs or specifications made by, or on behalf of, the Customer. The Customer will indemnify BT against all claims, proceedings and expenses arising from such infringements.

8.3 The limitations and exclusions of liability contained in paragraph 10 do not apply to this paragraph 8.

9. CHARGES AND DEPOSITS

9.1 The Customer agrees to pay all charges for the Service as shown in the Charges Schedule calculated using the details recorded by BT. Charging will begin on the Operational Service Date.

9.2 BT will invoice the Customer in accordance with the Charges Schedule.

9.3 The Customer will pay the charges within 28 days of the date of BT's invoice. BT may charge daily interest on late payments at a rate equal to 4 % per annum above the base lending rate of HSBC Bank plc.



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9.4 In some cases the Customer may need to pay a deposit or provide a guarantee as security for paying future charges.

10. LIMITS OF LIABILITY

10.1 BT accepts unlimited liability for death or personal injury resulting from its negligence.

10.2 BT is not liable to the Customer for any loss of business, revenue, profit or expected savings, wasted expense, financial loss or data being lost or corrupted or for any loss that could not have been reasonably foreseen.

10.3 Subject to paragraph 10.1, BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £250,000 for any one incident or series of related incidents and to £500,000 for all incidents in any 12 month period.

10.5 BT excludes all liability of any kind in respect of Customer Information or any other material which can be accessed or acquired using the Service.

10.6 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.

10.7 BT excludes liability for any advice or other services provided by BT's appointed IT subcontractor beyond that described within the Service Schedule. Any such advice or other services may be subject to a separate arrangement between the Customer and BT's appointed IT subcontractor and may incur additional charges.

10.8 Each provision of this Contract that excludes or limits BT's liability operates separately. If any part is disallowed or is not effective, the other parts will still apply.

11. MATTERS BEYOND BT'S REASONABLE CONTROL

Sometimes BT may be unable to do what it has agreed because of something beyond its reasonable control and BT shall not be liable for this. If this continues for more than 14 days, the Customer can end this Contract immediately by giving BT written notice. If the events continue for more than three months, BT can terminate this contract immediately by giving the Customer written notice.

12. ENDING THIS CONTRACT

12.1 This Contract can be ended

(a) at any time, by either party on 28 days notice to the other or

(b) by the Customer during and up to the end of the Initial Period under the 60 Day No Quibble Money Back Guarantee scheme. The Customer must advise the BT Helpdesk within the Initial Period that he wishes to cease the Service in accordance with the 60 Day No Hassle Money Back Guarantee (as published at www.bt.com/business/email). All sums paid to BT by the Customer under this Contract for the Initial Period will be credited to the Customer. This paragraph applies to Business Email Plus Organise, Business Email Plus Organise and Share and Business Email Additional 100Mb Mailbox storage service options. Where the Customer terminates this Contract or a Mailbox within the Minimum Period, the Customer must pay BT any remaining monthly charges due for each Mailbox terminated until the end of the Minimum Period.

12.2 If this Contract ends during the Minimum Period the Customer must pay BT the early termination charge shown in the Charges Schedule. This is not the case if the Customer does so because BT increases its charges, or changes the Conditions in either case to the Customer's



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significant disadvantage, or the Customer terminates the Service in accordance with paragraph 12.1 (b) above

12.3 If this Contract ends the Customer must stop using and/or accessing the Software and comply with the provisions of paragraph 8 of the terms and conditions regarding use of Microsoft Software detailed as the Software Licence Agreement.

13. IF THE CUSTOMER BREAKS THIS CONTRACT

13.1 BT can suspend the Service or end this Contract (or both) at any time without notice if one of the following applies:

(a) the Customer breaches this Contract and fails to put right the breach within a reasonable time of being asked to do so; or

(b) BT reasonably believes that the Service is being used in a way forbidden by paragraph 6. This applies even if the Customer does not know that the Service is being used in such a way; or

(c) bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgement of a court on time, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation.

13.2 If the Service is suspended, BT will tell the Customer what needs to be done before it can be reinstated. However the Customer must continue to pay rental charges whilst this Contract continues.

13.3 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

14. CHANGES TO THIS CONTRACT

BT can change the Conditions (including the charges) at anytime on 28 days notice to the Customer.

15. DOMAIN NAMES

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

15.2 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, offensive, abusive, defamatory or obscene or in breach of the provisions of paragraph 6.4.

16. TRANSFERRING THIS CONTRACT

The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else.

17. THIRD PARTY RIGHTS

The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

18. NOTICES



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All notices given under this Contract must be in writing and may be delivered by hand or by courier, or sent by first class post, facsimile or electronic mail to the following addresses:

- (a) to BT at the address shown on the bill or any address which BT provides to the Customer;
- (b) to the Customer at the address to which the Customer asks BT to send invoices, the address of the Customer's premises or, if the Customer is a limited company, its registered office, or to the Customer's primary email address.

19. DATA PROTECTION ACT

The Customer warrants that they will duly observe all their obligations under the Data Protection Act 1998 and any other relevant data privacy legislation, regarding the processing of any personal data collected and used in connection with the Service.

20. LAW

This Contract is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.