



## The Basics

These are the General Terms that apply to any Service that you buy from BT.

### 1 What words mean

- 1.1 Some of the words and phrases in this document mean specific things. They are capitalised all the way through and explained in the Defined Terms. .
- 1.2 The words below have the following meanings:
  - 1.2.1 'You' and 'your' mean the Customer.
  - 1.2.2 Phrases that refer to 'we', 'our', 'us', 'each of us', 'each of our', 'both of us', 'we each', 'we will each', 'we will both', 'whichever of us', 'one of us', 'neither of us', 'either of us', 'either of our', 'either one of us' and 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.
- 1.3 The words 'include' or 'including' do not limit something to just the examples that follow.
- 1.4 Any time either of us has a right or obligation that we may exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.
- 1.5 Any reference to a specific law or regulation in the Agreement includes that law or regulation as amended, replaced or extended.

### 2 Order of documents

If there is a conflict between any of the documents, the order of priority, highest first, is:

- 2.1 The Master Order;
- 2.2 Any Supplemental Orders;
- 2.3 any Annexes;
- 2.4 the Schedule;
- 2.5 these General Terms; and
- 2.6 if applicable to the Service, the BT Price List.

### 3 When the Agreement starts and how long it lasts

- 3.1 The Agreement starts on the Effective Date and will carry on until:
  - 3.1.1 one of us ends it (in a way that the Agreement allows);
  - 3.1.2 it expires; or
  - 3.1.3 BT is no longer providing you with the Services, there are no outstanding Orders and all invoices are paid.
- 3.2 Each Order will be an amendment to this Agreement.
- 3.3 If a Service or Order terminates or expires for any reason other than when the Agreement is terminated or expires in its entirety, the rest of the Services and Orders in place will remain unaffected and both of us will continue to perform each of our obligations under them as agreed in the Agreement.

### 4 Some basic principles

- 4.1 BT confirms that it is a legal corporation, authorised to agree the Agreement and provide the Services.
- 4.2 You confirm you are legally set up as a business, authorised to agree the Agreement and carry out your responsibilities under it.

- 4.3 Where you place an Order for purposes that are related to your trade, business or profession, this is a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply.
- 4.4 The BT Privacy Policy sets out how BT uses your Personal Data and includes more details about what BT can do with it, your rights and BT's obligations.
- 4.5 You will not re-sell the Services to a third party without BT's prior written approval or unless explicitly set out in a Schedule. If BT grants such approval, it will be conditional upon you imposing on the relevant third party in writing obligations no less onerous than those to which you are subject under this Agreement (including the Compliance Obligations and the Acceptable Use Policy).

## Service Provision

### 5 Supply of Services

- 5.1 Before a Service Start Date (and where applicable throughout the provision of each Service), provided you comply with Clause 7.6.2, BT:
  - (a) will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s), but BT accepts no liability if, as a result of any such compliance, BT is in breach of any of its obligations under this Agreement;
  - (b) will provide you with a Customer Committed Date for each Service and will use reasonable endeavours to meet any Customer Committed Date. Where BT cannot provide you with a Customer Committed Date, BT will provide you with an Estimated Delivery Date;
  - (c) may revise a Customer Committed Date to accommodate a request that you may make to change a Service or any part of a Service; and
  - (d) may expedite delivery of a Service for operational reasons or in response to a request from you, but this will not revise the associated Customer Committed Date.

#### 5.2 Minimum Period of Service

BT will provide a Service for the applicable Minimum Period of Service, and will continue to provide the Service at the end of the Minimum Period of Service until one of us gives the other Notice of its intention to terminate the Service in accordance with this Agreement.

#### Service Management Boundary

- 5.3 BT will provide and manage each Service in accordance with the applicable Schedule and Order up to the Service Management Boundary.
- 5.4 BT will have no responsibility for each Service outside the Service Management Boundary.
- 5.5 BT does not make any representations, whether express or implied, about whether each Service will operate in combination with any Customer Equipment or other equipment and software.

### 6 What BT has to do

- 6.1 BT will:
  - 6.1.1 provide the Services with the care and skill that would reasonably be expected in the circumstances;



- 6.1.2 comply with Applicable Law;
- 6.1.3 comply with, and may exercise its rights in, the Compliance Obligations;
- 6.1.4 provide information relating to your use of the Services, to authorities, regulators and law enforcement agencies, if it is legally required to; and
- 6.1.5 if applicable to the Services, take reasonable steps to stop anyone getting unauthorised access to any part of the BT Network.
- 6.2 BT may change each, any of or all of the Services (or any part thereof) so long as the performance of the Service or Services which have been changed is not materially adversely affected. These sorts of changes might include:
  - 6.2.1 changing, replacing, introducing or removing features of each, any of or all of the Services (or any part of them); or
  - 6.2.2 replacing each, any of or all of the Services (or any part of them) with a materially equivalent Service.
  - 6.2.3 changes to reflect developments in or changes to technology used to provide each, any of or all of the Services (or any part of them);
  - 6.2.4 substituting or replacing BT Equipment; or
  - 6.2.5 changes required to (i) protect the integrity or security of the BT Network and (ii) comply with Applicable Law.

## 7 What you have to do

You will:

- 7.1 comply with Applicable Law, and make sure that your Users do as well;
- 7.2 comply with the Acceptable Use Policy and the Compliance Obligations and make sure that your Users do as well;
- 7.3 provide BT with any information that is reasonably requested by any regulatory body, legal authority or government entity in any country in connection with regulatory, administrative, legal or lawful interception requests;
- 7.4 where applicable, for Sites not under BT's control, get all the consents, licences, permissions and authorisations we both need and keep them up to date so BT can provide the Services at the Sites, including for:
  - 7.4.1 making alterations to buildings;
  - 7.4.2 getting into property;
  - 7.4.3 dealing with local authorities, landlords or owners;
  - 7.4.4 installing BT Equipment or Purchased Equipment; and
  - 7.4.5 using the Services over your network or at a Site.
- 7.5 cooperate with BT and comply with any reasonable requests BT makes to help BT provide the Services;

### Service Delivery

- 7.6 Before a Service Start Date and, where applicable, throughout the provision of each Service, you will:
  - 7.6.1 provide BT with the name(s) and contact details of the Customer Contact(s). BT may accept instructions from a person who BT reasonably believes is acting with your authority;

- 7.6.2 provide BT with any information BT reasonably requires, including all information in relation to health and safety, security and the environment that apply at the relevant Site(s), and you will make sure the information provided is accurate and complete without undue delay. If you provide incomplete or incorrect information or if the information provided by you changes, BT may review the Charges for any applicable Services;
- 7.6.3 comply with any instructions BT gives you that BT believes are necessary for reasons of health, safety or the quality of any Service provided by BT to you or any other customer provided that BT gives you as much notice as possible;
- 7.6.4 establish and maintain your own internal support processes and helpdesk for Users and be responsible for communication with Users;
- 7.6.5 where applicable to the provision of a Service, provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver, install and manage the BT Equipment, Purchased Equipment and applicable Services as appropriate, including providing BT with details of all information and access requirements needed to access your Site within a reasonable time prior to BT attending your Site and ensuring that an appropriate Customer Contact is available to escort the BT representatives at the Site as required, and be liable for Charges if you do not comply with this Paragraph;
- 7.6.6 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 7.6.7 provide BT with the name and contact details of at least one individual who will be responsible for any BT Equipment or for receiving any Purchased Equipment at the relevant Site(s). BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 7.6.8 where applicable to the provision of a Service, prepare and maintain the relevant Site(s) for the installation of BT Equipment, Purchased Equipment and supply of the Service, including:
  - (a) providing a suitable and safe operational environment for any BT and/or Purchased Equipment as applicable, including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
  - (b) taking up or removing any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT and/or Purchased Equipment as applicable to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
  - (c) carrying out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;



- (d) providing a secure, continuous power supply at the Site(s) for the operation and maintenance of the Service and BT Equipment and/or Purchased equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Service resulting from failure in the principal power supply, providing back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
- (e) provide any internal cabling between the BT Equipment and any Customer Equipment as appropriate to the Service;
- 7.6.9 after installation is completed, restore the condition of the applicable Site, including any re-decorating that may be required;
- 7.6.10 for any Customer Equipment used in the Services, be responsible for obtaining (if required) local import and User licenses and the written authority from all respective authorities, particularly for countries where the use and import of encryption Software and devices may be restricted by Applicable Law, or the export and re-export of the encryption Software or devices may be subject to the United States of America export control law, and not act to misuse the Services as provided by BT to contravene or circumvent these laws. BT may treat any contravention of these laws as a material breach and
- (a) suspend any applicable Service, and BT may refuse to restore these Services until BT receives an acceptable assurance from you that there will be no further contravention; or
- (b) terminate any applicable Services upon Notice in accordance with Clause 22.
- 7.6.11 ensure that any Customer Equipment that is connected to a Service or that you use, directly or indirectly, in relation to a Service is:
- (a) adequately protected against viruses and other breaches of security;
- (b) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment;
- (c) connected, approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment; and
- (d) in conformance with the interface specifications and routing protocols as may be specified by BT;
- During Operation**
- 7.7 On and from a Service Start Date, unless otherwise set out in the applicable Schedule, you will:
- 7.7.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk, unless otherwise set out in the Schedule;
- 7.7.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications; ;
- 7.7.3 monitor and maintain any Customer Equipment connected to a Service or used in connection with a Service;
- 7.7.4 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment
- (a) does not meet any relevant instructions, standards or Applicable Law; or
- (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material, and redress the issues with the Customer Equipment prior to reconnection to the [insert name] Service;
- 7.7.5 where applicable, distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 7.7.6 where applicable, maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 7.7.7 where applicable, ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
- (a) immediately terminate access for any person who is no longer a User;
- (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
- (c) take all reasonable steps to prevent unauthorised access to the Service;
- (d) satisfy BT's security checks if a password is lost or forgotten; and
- (e) change any or all passwords or other systems administration information used in connection with the Service if BT requests you to do so in order to ensure the security or integrity of the Service.
- 8 Service Levels and Service Credits**
- 8.1 Service Levels for a Service, where applicable, are set out in the relevant Schedule.
- 8.2 Unless otherwise set out in a Schedule, all Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 8.3 Unless otherwise set out in the applicable Schedule, Service Levels for a Service will not apply:
- 8.3.1 in the event that Clause ~~29~~ or Clause ~~26~~~~26~~ applies;
- 8.3.2 during any trial period of a Service
- 8.3.3 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
- 8.3.4 to any Incident not reported in accordance with BT's instructions;
- 8.3.5 where you make a claim for any failure of the Service within the first 30 calendar days of a new installation or re-configuration of the existing Service, save for failure to meet the Customer Committed Date;



- 8.3.6 where the failure of a Service is a result of any suspension of the Service under the provisions of this Agreement;
  - 8.3.7 where the Incident is due to a fault on your network or your own equipment configuration, or on your side of the Service Management Boundary;
  - 8.3.8 where a fault on the BT Network is due to action taken by you;
  - 8.3.9 where faults and delays in the delivery of the Service reported by you are not observed or confirmed by BT;
  - 8.3.10 where disruptions occur within a pre-notified Maintenance window;
  - 8.3.11 where the failure of the Service is due to a Denial of Service attack; and
  - 8.3.12 where Service is affected by BT's intervention to protect against a Denial of Service attack.
- 8.4 Any failure by BT to meet the Service Levels is not in itself a material breach of the Agreement.

#### 9 When BT is not to blame

- 9.1 Subject to the occurrence of a Force Majeure Event, in which case Clause 26 applies, BT will not be liable if it fails to do something under the Agreement (including not carrying out any of its responsibilities, carrying them out late or not meeting any Service Levels) to the extent BT's failure is due to:
- 9.2 your failure to carry out any of your responsibilities under the Agreement, or you carrying them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;
- 9.3 anyone other than BT, BT's Affiliates or BT's subcontractors or suppliers doing something, or not doing something, they need to do unless that BT Affiliate, subcontractor or supplier has invoked their force majeure rights under their contract with BT; or
- 9.4 restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

#### 10 Specific Terms

##### BT Equipment

- 10.1 In relation to any BT Equipment, BT Equipment will remain BT's property at all times and where BT Equipment is provided to you, risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

##### Use of BT Equipment and Purchased Equipment

- 10.2 In relation to any BT Equipment, and until ownership in the Purchased Equipment transfers to you in accordance with the Purchased Equipment Schedule, you will:
  - 10.2.1 keep the BT Equipment and Purchased Equipment safe and without risk to health, where such BT Equipment is located at a Customer Site;
  - 10.2.2 only use the BT Equipment, and Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
  - 10.2.3 not move or relocate the BT Equipment and Purchased Equipment or any part of it from the Site(s) without BT's written consent and including after title in any Purchased Equipment transfers to you in accordance with the Purchased

Equipment Schedule, you will pay BT costs and expenses reasonably incurred as a result of such move or relocation;

- 10.2.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment and Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with the Purchased Equipment Schedule, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment or Purchased Equipment;
- 10.2.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or Purchased Equipment or any part of it;
- 10.2.6 not allow any lien, encumbrance or security interest over the BT Equipment or Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment or Purchased Equipment or otherwise;
- 10.2.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
- 10.2.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 10.2.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
- 10.2.10 ensure that the BT Equipment or Purchased Equipment appears in BT's name in your accounting books;
- 10.2.11 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
- 10.2.12 notify any interested third parties that BT owns the BT Equipment.

##### 10.3 WEEE Directive

- 10.3.1 You will comply with Article 13 of the WEEE Directive for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Agreement that has become WEEE.
- 10.3.2 For the purposes of Article 13 of the WEEE Directive this Clause 10.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 10.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.
- 10.3.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Clause 10.3 or in connection with the WEEE Directive.



10.3.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

#### Access to the Internet

10.4 Except as may otherwise be set out in the applicable Schedule, the Internet is separate from the Services and use of the Internet is solely at your risk and subject to Applicable Law. BT has no responsibility for any information, software, services or other materials obtained by you using the Internet.

#### IP Addresses, Domain Names and Telephone Numbers

10.5 Except for IP Addresses expressly registered in your name, all:

- (a) IP Addresses and Domain Names made available with the Services will at all times remain BT's property or the property of BT's suppliers and are non-transferable; and
- (b) of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the Services or any of them as applicable.

10.6 BT does not ensure that any requested Domain Name is available from or approved for use by the applicable Regional Internet Registry and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.

10.7 You warrant that you are the owner of, or are authorised by the owner of, the trade mark or name that you wish to use as a Domain Name.

10.8 You will pay all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

10.9 BT may, in BT's sole discretion, require you to select a replacement Domain Name and may either refuse to provide or may suspend each, any of or all of the Services (or any part of them) 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 infringe the rights of any person in a corresponding trademark or name.

10.10 You will not own any telephone number related to a Service and, apart from your right to number portability where you change communications provider, all your rights to use telephone numbers will cease on termination or expiration of the applicable Service.

#### Provider Independent Resources

10.11 If you require Provider Independent Resources (PIR) with a Service:

- (a) you will respond to any information requests from BT in order for BT to keep registration records up-to-date;
- (b) you will ensure that up-to-date registration data is provided to BT and you agree that some or all of this registration data is published in the applicable Regional Internet Registry's database;
- (c) you will not assign any of the PIR to a third party;
- (d) you will pay any registration fees to BT that apply for the PIR;
- (e) if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to the applicable Regional Internet Registry;
- (f) your use of PIR is subject to the applicable Regional Internet Registry's policies; and

(g) if you do not follow any of the relevant Regional Internet Registry's policies the PIR will return to the applicable Regional Internet Registry and BT may terminate the Agreement in accordance with Clause 22.

#### PCI DSS Compliance Obligations

10.12 Unless otherwise set out in the relevant Schedule, no Service is compliant with PCI DSS and you will not use any such Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.

10.13 You will indemnify BT for any Claims, losses, costs or liabilities that BT incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS whilst using a non compliant Service.

#### Security

10.14 Unless expressly set out otherwise in the Schedule, BT does not guarantee the security of the Services against unauthorised or unlawful access or use.

### 11 If you do not comply with the Acceptable Use Policy or Compliance Obligations

11.1 If you do not comply with the Acceptable Use Policy or Compliance Obligations, you will be liable for any Claims, losses, costs or liabilities that BT incurs as a result.

11.2 BT may, when there is a serious breach of the Acceptable Use Policy or Compliance Obligations, report you and provide your personal information, including Personal Data, to the relevant law enforcement agency.

## Commercial Terms

### 12 Charges

12.1 The Charges for the Service will begin on the relevant Service Start Date.

### 13 Invoicing

13.1 BT will invoice you for the following Charges:

- (a) Usage Charges, monthly in arrears unless otherwise set out in the Order or applicable Schedule;
- (b) Charges in the amounts, frequency and currency set out in the applicable Order. Where relevant to a Service, BT will use volumetrics that it captures during Service provision to calculate the applicable Charges;
- (c) any Termination Charges incurred in accordance with the applicable Schedule upon termination of the relevant Service;
- (d) any Charges for any Purchased Equipment from a Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment;
- (e) Professional Services Charges, where applicable; and
- (f) De-installation Charges, where applicable, within 60 days of de-installation of a Service.

13.2 BT may invoice you for any of the following Additional Charges:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Agreement;
- (b) Charges for commissioning a Service outside of Business Hours, unless otherwise stated in the applicable Schedule;



- (c) Charges for restoring a Service if the Service or part of the Service has been suspended in accordance with Clause 15.1.2 or where otherwise may be permitted in the applicable Schedule;
  - (d) Charges for expediting provision of a Service at your request, after BT has informed you of the associated Customer Committed Date;
  - (e) Charges for cancelling a Service or a part of the Service in accordance with Clause 20.20;
  - (f) Charges which arise as a result of a Site survey, including Excess Construction Charges, up to the limit where a limit has been agreed, or where no limit has been stated, subject to agreement of the new quote as set out in the applicable Schedule;
  - (g) Charges for additional work carried out by BT, or for work that would have been due to be carried out had the delay not occurred, as if BT fully installed the Service from such scheduled Service Start Date:
    - (i) where you delay delivery or installation of equipment or a Service; and
    - (ii) that is directly attributable to your failure to perform or delay where such work is necessary to provide a Service.
  - (h) any Additional Charges; and
  - (i) any other Charges as set out in any applicable Order, Schedule, BT Price List, or as otherwise agreed between both of us.
- 13.3 Where you have not agreed to Excess Construction Charges and you have submitted a cancellation request, you will pay the full cost of any additional work that has been specifically incurred prior to the cancellation request being received by BT. BT will notify you of such costs.

#### 14 Paying what you owe BT

- 14.1 You will pay and be responsible for the Charges, whether a Service is used by you or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 14.2 BT will invoice you, and you will pay BT, in pounds sterling.
- 14.3 BT will work out the Charges based on details that BT records or that are recorded for BT. If applicable to a Service, information on how BT measures how much data you use is set out in Section 15, Part 17 of the BT Price List.
- 14.4 If BT issues an invoice online, it will notify you when it has done so.
- 14.5 Unless you are disputing an invoice or paying by Direct Debit, you will pay each invoice BT sends you within 28 days of the date on it. You will pay the full amount in cleared funds into BT's bank account, without any set-off, counterclaim, deduction or withholding, unless you legally have to take something off.
- 14.6 BT may reduce the number of days you have to pay each invoice to five days, where:
  - 14.6.1 you issue a profit warning; or
  - 14.6.2 any Credit Agency reduces your credit rating, and
 BT reasonably considers that this will affect your ability to pay invoices.
- 14.7 If you make a payment covering more than one invoice:
  - 14.7.1 you will tell BT which amounts to apply to which invoices; and
  - 14.7.2 if you do not tell BT, BT may apply the payment to any unpaid invoices at its discretion.

- 14.8 You will advise BT promptly of any changes to your bank details that may affect payment of the Charges.
- 14.9 Where you do not pay by direct debit, unless BT tells you otherwise, BT will:
  - 14.9.1 charge a payment processing fee, as set out in Section 15, Part 12 of the BT Price List; and
  - 14.9.2 deduct the payment processing fee from any money received before any payment is allocated against the Charges for the applicable Service.
- 14.10 As part of BT's credit management procedures, BT may at any time:
  - 14.10.1 require you to pay a deposit, pay the Charges in advance, or provide a guarantee as security for payment of future invoices by the means requested by BT; and
  - 14.10.2 carry out a credit vet on you. You will provide BT or its agents with any information it or they may reasonably require for this.
- 14.11 Charges do not include any Transaction Taxes. If BT sends you a valid tax invoice, you will pay all of the Transaction Taxes due, including those BT has paid or will pay that BT is allowed, by Applicable Law, to pass on to you, and that service providers normally pass on to their customers. BT will not charge any Transaction Taxes on Services where you have already given BT a valid tax exemption certificate.
- 14.12 If applicable, you are liable for any Withholding Taxes (and associated interest and penalties if any) on payments to BT, so that the net amount BT receives is not less than the amount invoiced to you.
- 14.13 If you ask for any change to be made to the agreed invoicing arrangements for a Service or all of the Services, and that change results in additional Transaction Tax or Withholding Tax to BT or any BT Affiliate that they are unable to fully recover, then, regardless of what it may say elsewhere in this Agreement, BT may modify the Charges to reflect the impact of the change and you will pay BT any additional amounts due.

#### 15 What happens if you do not pay BT

- 15.1 If you do not pay an invoice by the date it is due and you are not disputing the invoice in accordance with Clause 16, BT may:
  - 15.1.1 charge you either:
    - (a) a late payment charge, which will be described in the relevant Schedule, Annex, Order or the BT Price List; or
    - (b) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate at the date of calculation, or at the maximum rate allowed by Applicable Law, whichever is less. The interest will build up and be compounded each day, from the date the invoice was due to the date you pay BT; and
  - 15.1.2 restrict or suspend any Service as set out in Clause 19.1.
- 15.2 You will pay BT any reasonable costs that BT incurs when recovering any amount you owe BT, including debt collection agency and legal costs.

#### 16 Disputing an invoice





- 16.1 If you do not agree with something in an invoice BT sends you before you have made payment, you will give BT Notice within 28 days after the date of the invoice.
- 16.2 If you do not agree with something in an invoice BT sends you after you have made payment, you will give BT Notice of that dispute within six months after the date of the invoice.
- 16.3 You will always pay the undisputed amount of an invoice, and any disputed amount that is less than 5 per cent of the total invoice, in accordance with Clause 14.5.
- 16.4 We will both settle an invoice dispute in accordance with Clause 27.1 and you will pay the amount we both finally agree on within seven days of us both agreeing it.
- 16.5 BT may still charge you a late payment charge or interest in accordance with Clause 15.1 for any amount that we both agree under Clause 16.4.

#### 17 Service Amendment

- 17.1 You may request, by giving BT Notice, a change to:
- 17.1.1 an Order for a Service (or part of an Order) at any time before the applicable Service Start Date; or
- 17.1.2 a Service at any time after the applicable Service Start Date,
- and where BT agrees to the change you will pay any Additional Charges.
- 17.2 BT has no obligation to proceed with any change that you request in accordance with Clause 17.1.
- 17.3 If BT changes a Service prior to the applicable Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply Additional Charges.

#### 18 New Orders and Making changes to the Agreement

- 18.1 New Orders may be incorporated into the Agreement at any time after the Effective Date with mutual agreement.
- 18.2 Where you request additional Services, BT will, at its sole discretion, generate a new Order for your review, which will become effective on your acceptance.
- 18.3 Except as otherwise set out in the applicable Schedule for a Service, BT may amend the Agreement (including the Charges) at any time by either:
- (a) publishing the amendment online at [www.bt.com/pricing](http://www.bt.com/pricing) or [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises you of); or
- (b) by giving reasonable prior Notice to you.
- 18.4 In the event that an amendment causes you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 18.5 If BT makes any amendment to the Agreement that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected Service in accordance with Clause 21 within:
- (a) 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 18.3(a); or
- (b) 30 days after the date of the Notice if BT has given you Notice in accordance with Paragraph 18.3(b).

- 18.6 Changes that BT is required to make to this Agreement to ensure compliance with Applicable Law will not be classed as materially detrimental changes

#### Ending the Service or the Agreement

##### 19 When BT may restrict or suspend a Service

- 19.1 BT may restrict or suspend any Service:
- 19.1.1 if BT needs to do Maintenance;
- 19.1.2 to implement a change under Clause 6.2;
- 19.1.3 if you do not pay BT on time and in the way described in Clause 14.5; and
- 19.1.4 if BT reasonably believes:
- (a) you have not complied with the Acceptable Use Policy or Compliance Obligations; or
- (b) it needs to in order to protect the integrity or security of the BT Network.
- 19.2 If BT restricts or suspends a Service because of the reasons set out in this Agreement,:
- 19.2.1 you will still have to pay the Charges that are payable for the applicable Service until the Service ends; and
- 19.2.2 BT may apply a Charge, to start the applicable Service again.
- 19.3 BT may suspend a Service if you do not pay what you owe BT under any other contract that you have entered into with BT, as set out in that other contract.
- 19.4 If BT decides to restrict or suspend a Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can.

##### 20 Cancelling an Order or Service before the Service Start Date

- 20.1 You can cancel all or part of an Order or Service by giving BT Notice, as long as the Notice reaches BT before the relevant Service Start Date.
- 20.2 If you cancel an Order or Service in accordance with Clause 20.1, then:
- 20.2.1 if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, BT may amend the Charges to reflect this; and
- 20.2.2 you will pay BT the Cancellation Charges that are described in the Schedule. If there are no Cancellation Charges in the Schedule, but BT has incurred any costs in order to get ready to provide your Service, including cancellation charges from one of BT's subcontractors or suppliers or other costs payable to a third party, you will pay BT those costs that are reasonable in accordance with Clause 14.5.
- 20.3 BT may cancel an Order or Service if after Site survey BT deems in its reasonable option that the Site is not suitable for delivery of the Service.

##### 21 If either of us want to terminate the Agreement, an Order or a Service

- 21.1 Either of us at any time on or after a relevant Service Start Date can terminate the Agreement or any Order or a Service in whole or in part by giving Notice in accordance with Clause 21.2 and we will each have to pay the other the amounts set out in Clause 21.4.



21.2 The required Notice period for terminating under Clause 21.1 is 30 days unless otherwise set out in the relevant Schedule.

21.3 As long as you pay the amounts set out in Clauses 21.4 and 24 you may, if BT agrees, give BT Notice as set out in Clause 21.1 with either:

21.3.1 a shorter Notice period than as set out in Clause 21.2; or

21.3.2 with no advance Notice period.

21.4 If you terminate the Agreement, or any Order, or a Service using your rights set out in this Clause 21, you will pay BT:

21.4.1 The following Charges (unless you terminate because BT has made a change to the Agreement that causes you material detriment, in which case the terms set out in Clause 18 will apply):

- (a) any Additional Charges that BT has to pay a supplier as a result of early termination;
- (b) Service Closure Charges, where applicable;
- (c) the Service Termination Charges set out in the relevant Schedule for the applicable Service; and
- (d) any other Charges as set out in any applicable Order, together the "Termination Charges".

21.4.2 all Charges for the Service that are or would have been performed during the Notice period set out in Clause 21.2 whether or not the Notice period is actually given.

21.5 If you exercise your right under this Clause 21.4 to terminate a Service, or part of a Service, for convenience at any time, BT may review the Charges for the other Services that remain.

## 22 Terminating the Agreement when something has gone wrong

22.1 Either of us may terminate an affected Service or the Agreement in whole or in part straightaway by giving the other party Notice to terminate if:

22.1.1 the other materially breaches the Agreement and, where it is possible, they do not put the situation right within 30 days after Notice of their breach;

22.1.2 the other materially breaches the Agreement and the situation cannot be put right; or

22.1.3 an Insolvency Event applies to the other, and we will each have to pay the other the amounts referred to in Clauses 21.4.

22.2 BT may terminate the Agreement, if you do not pay what you owe BT under this Agreement or any other contract that you have entered into with BT, as set out in that other contract, and you will have to pay the amounts referred to in Clause 24.

22.3 Where BT is entitled to terminate under this Clause 22, BT may, on giving prior Notice, where practicable, suspend part or all of the Services without prejudice to BT's termination rights and where BT subsequently exercises such right to terminate, the Termination Charges, if any, set out in the relevant Schedule will accrue from the date of suspension.

## 23 Terminating the Agreement if there is an event beyond either of our control

23.1 If a Force Majeure Event means that any Service is completely and continuously unavailable for more than 30 consecutive calendar days, either of us can terminate the affected Service(s) straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 24.

23.2 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 23.1 will end and the Notice will have no effect.

## 24 End of Agreement Obligations

24.1 If the Agreement, a Service or any Order is cancelled, terminated or expires, for any reason, including termination under Clause 21:

24.1.1 it will not affect any rights that either of us have up to that point.

24.1.2 in addition to any obligations set out in the applicable Service Schedule, you will, where applicable to the Service provided:

- (a) provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
- (b) disconnect any Customer Equipment from BT Equipment located at the Site(s);
- (c) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- (d) arrange for any BT Equipment located at the Site(s) to be returned to BT;
- (e) cease to use any BT proprietary configuration on your devices;
- (f) be solely responsible for any migration to another provider including reconfiguration of Supported Equipment; and
- (g) be liable for any reasonable costs of recovery that BT incurs in recovering any BT Equipment.

24.1.3 each of us will immediately pay the other any money and interest that is due on the date of termination;

24.2 If the Agreement is terminated in whole or in part in accordance with Clause 22.1.3, the party terminating may alternatively set off any amounts due under this Agreement or any other contract between us.

## If Something Goes Wrong

### 25 How far each of us can be held responsible

25.1 The Agreement excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.

25.2 Nothing in the Agreement excludes or limits the liability of either of us for:

25.2.1 death or personal injury caused by either of us being negligent;

25.2.2 fraud or fraudulent misrepresentation; or

25.2.3 any other liability that cannot be excluded or limited under Applicable Law.

25.3 Other than for those matters set out in Clause 25.2, neither of us will be held liable, regardless of how that liability arose, under or in connection with the Agreement, and whether in contract, tort (including negligence or breach of statutory duty),

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misrepresentation (whether innocent or negligent), restitution, or in any other way, for:

25.3.1 any of the following losses, no matter if those losses are direct or indirect:

- (a) loss of profit, revenue or anticipated savings;
- (b) loss of business or contracts;
- (c) loss of goodwill;
- (d) loss from wasted expenditure, wasted time, or business interruption;
- (e) loss, destruction or corruption of data;
- (f) liability to any third parties unless a Clause in the Agreement says something different; and
- (g) any special, indirect or consequential loss or damage.

25.4 Other than for those matters set out in Clause 25.2 and Clause 25.5, in relation to each Service, the total liability of either of us, regardless of how that liability arose and regardless of the number of claims, under or in connection with the Agreement, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:

25.4.1 £100,000, and

25.4.2 an amount equal to:

- (a) where the first incident occurs in the first 12 months of the Agreement, the Charges that were paid or payable by you, or would have been paid or payable by you had the incident not occurred, for the first 12 months from the Effective Date; or
- (b) where the first incident occurs at any other time, the mean of the monthly Charges that were paid or payable by you, from the Effective Date to the date when the first incident occurred, multiplied by 12.

25.5 Your obligations to:

25.5.1 pay any Charges including any interest payable under Clause 15.1.1(b) and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to your failure to correctly withhold and pay the taxes where applicable;

25.5.2 refund any Service Credits; or

25.5.3 pay any Termination Charges, are in addition to and will not be counted towards the limitations set out in Clause 25.4.

25.6 Regardless of what it may say elsewhere in the Agreement, both of us will take reasonable steps to mitigate each of our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.

25.7 If BT fails to meet a Service Level and this means that you are entitled to Service Credits, the only remedy available to you for that failure will be to receive those Service Credits, except when BT's failure amounts to material breach of the Agreement, in which case, BT will take the value of any Service Credits given from any amount agreed as payable by BT in accordance with Clause 27.1 or awarded by a court of competent jurisdiction.

25.8 BT recommends that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.

25.9 Provided BT has complied with its obligation set out in Clause 6.1.5, BT will not be held responsible for any loss

or damage caused by unauthorised access to any part of the BT Network.

## 26 Force Majeure Events

26.1 If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:

26.1.1 take all reasonable steps to find a solution by which the Agreement may be performed despite the continuance of the Force Majeure Event;

26.1.2 inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event affecting any Service and the reasonable steps which are being taken to find a solution by which the Agreement may be performed despite the continuance of the Force Majeure Event;

26.1.3 not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event;

26.1.4 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event; and

26.1.5 still be liable for any breaches of Agreement prior to the Force Majeure Event where the other party has used their rights set out in Clause 18.

26.2 Nothing in this Clause 26 affects your obligation to pay BT any amounts payable under the Agreement on time and in the way described in Clause 14.5.

## 27 Settling disputes

27.1 We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this Agreement, and to avoid having to get the courts or regulatory authorities involved.

27.2 BT will try to resolve any complaint or dispute that you may have with BT in accordance with the procedure set out in Clauses 27.3 to 27.5 below. If the matter is not resolved through that procedure, then either of us may refer it to adjudication, where appropriate, in accordance with the details set out in BT's Customer Complaints Code set out at <http://www.bt.com/complaintscode> copies of which are available on request.

27.3 We will both use the following dispute resolution process:

27.3.1 whichever of us is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;

27.3.2 we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days;

27.3.3 if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above); and

27.3.4 if the dispute is still not settled 14 days after it is escalated, we will both consider mediation as set out in Clause 27.4.

27.4 After complying with Clause 27.3, either of us may, by giving Notice to the other, propose a mediator, in which case:



- 27.4.1 unless we both agree to another date, the other party will either confirm their acceptance of the mediator or propose another mediator within 15 days of the date of the Notice;
- 27.4.2 if both of us cannot agree on the choice of mediator within a further 15 days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body;
- 27.4.3 unless we both agree otherwise, any mediation will happen in London, in English; and
- 27.4.4 unless we both agree otherwise, we will both share the costs of mediation equally.
- 27.5 Nothing in this Clause 27 stops either of us:
  - 27.5.1 seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the Agreement already provides an adequate remedy;
  - 27.5.2 going to a court of competent jurisdiction if either of us considers it reasonable; or
  - 27.5.3 doing anything else this Agreement lets us do.

## Protecting Information

### 28 Intellectual Property Rights

- 28.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Agreement or came after it.
- 28.2 If BT provides you with Software so you can use a Service, BT gives you a non-transferable and non-exclusive licence to use the Software only for the purposes and in the manner set out in the Schedule. As well as any terms of the Agreement, you will also comply with any third party terms that BT make known to you that apply to the use of the Software or applicable Service.
- 28.3 You will not and will ensure that your Users do not, copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless it is allowed by law or BT has given you permission in writing.
- 28.4 The licence BT gives you in Clause 28.2 will last as long as BT provides you with the relevant Service.
- 28.5 If your use of the Service infringes, or allegedly infringes, someone else's Intellectual Property Rights, BT will indemnify you for Claims, losses, costs or liabilities brought against you as long as you:
  - 28.5.1 tell BT promptly about the Claim;
  - 28.5.2 give BT complete control of the Claim straightaway;
  - 28.5.3 do not say anything publicly about the Claim, or do anything that harms BT's defence of it; and
  - 28.5.4 do what you can to help BT with the Claim.
- 28.6 The indemnity in Clause 28.5 will not apply to any part of a Claim that results from or is connected with:
  - 28.6.1 your use of any of the Service with equipment, software or another service BT has not supplied;
  - 28.6.2 your modifying the Service without BT's permission;
  - 28.6.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or
  - 28.6.4 your using the Service in a way BT has not agreed.

- 28.7 You will indemnify BT for any Claims, losses, costs or liabilities brought against BT that results from or is connected with:
  - 28.7.1 your use of any of the Services with equipment, software or another service BT has not supplied;
  - 28.7.2 your modifying any of the Services, without BT's permission;
  - 28.7.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or
  - 28.7.4 your using any of any of the Services in a way not permitted by this Agreement.
- 28.8 You will stop any activity that led to the Claim against BT as soon as BT gives you Notice or you become aware, or should reasonably have become aware, that your activity was causing a Claim against BT, and BT may ask you to actively defend or settle the Claim.
- 28.9 If using any of the Services leads to a Claim against you as described in Clause 28.5, or BT believes it is likely to lead to one, BT may, at BT's expense:
  - 28.9.1 get you the right to carry on using the applicable Service; or
  - 28.9.2 modify or replace the relevant parts of the applicable Service so that using that Service no longer infringes someone else's Intellectual Property Rights, as long as the performance of the relevant parts of that Service is not materially affected.
- 28.10 The indemnity under Clause 28.5 and the actions in Clause 28.9 are the only remedies you will have for Claims that your use of the Software infringes someone else's Intellectual Property Rights.

### 29 Keeping things confidential

- 29.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:
  - 29.1.1 to meet our responsibilities or to receive any benefit under the Agreement, and then only to our employees, agents, Affiliates, officers, directors, advisers and, for BT only, BT's subcontractors and suppliers, who need to know;
  - 29.1.2 because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.
- 29.2 The party disclosing the Confidential Information in accordance with Clause 29.1.1 will ensure that the people receiving it comply with this Clause 29.
- 29.3 Each of us will return or destroy any of the other's Confidential Information within a reasonable time of the other requesting this by giving Notice.
- 29.4 This Clause 29 will stay in place for a period of three years following the end of this Agreement.

### 30 Data Protection

- 30.1 In this Agreement, the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".
- 30.2 Notwithstanding any other provision in the Agreement for BT to provide a Service, Personal Data may be:



- 30.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
- 30.2.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Agreement and you appoint BT to perform each transfer in order to provide the Services provided that BT will where necessary implement appropriate transfer mechanisms permitted by Data Protection Legislation, including:
- (a) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates and transfers from you to BT); and
  - (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission or the relevant local authority.
- 30.3 BT will be either Controller, Processor or both under the Agreement depending on the type of Personal Data Processed and the purpose of the Processing.
- 30.4 If BT acts as a Controller:
- 30.4.1 BT may collect, Process, use or share Personal Data with BT Affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:
- (a) administer, track and fulfil Orders for the Service;
  - (b) implement the Services;
  - (c) manage and protect the security and resilience of any BT Equipment, the BT Network and the Services;
  - (d) manage, track and resolve Incidents (as defined in the Schedule) with each Service as set out in the Schedule(s);
  - (e) administer access to online portals relating to the Services;
  - (f) compile, dispatch and manage the payment of invoices;
  - (g) manage the Agreement and resolve any disputes relating to it;
  - (h) respond to general queries relating to the Services or Agreement; or
  - (i) comply with Applicable Law;
- 30.4.2 BT will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules; and
- 30.5 If BT acts as a Processor:
- 30.5.1 the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects will be set out in the applicable Annex that can be found online at [www.bt.com/terms/bt-business-agreement](http://www.bt.com/terms/bt-business-agreement);
- 30.5.2 in order to perform its obligations under the Agreement, BT will:
- (a) Process the Customer Personal Data on your behalf in accordance with your documented instructions as set out in Clause 30.5.11, except where:
    - (i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify you of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;
    - (ii) in BT's reasonable opinion an additional instruction or a change to the instructions provided by you in accordance with Clause 30.5.11 infringes the Data Protection Legislation and BT will inform you of its opinion without undue delay and will not be required to comply with that instruction;
  - (b) to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures, including those that may be set out in the Schedule, that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed;
  - (c) provide Notice to you without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
  - (d) only use the Sub-Processors approved by you by entering into the Agreement or in accordance with Clause 30.5.9 **Error! Reference source not found.**; and
  - (e) assist you in your compliance with the Data Protection Legislation, taking into account the nature of the Processing of the Customer Personal Data and the information available to BT, relating to:
    - (i) its obligation to respond to lawful requests from a Data Subject, to the extent practicable;
    - (ii) the security of the Processing of the Customer Personal Data;
    - (iii) notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and
    - (iv) a data protection impact assessment as may be required by Article 35 of the GDPR and prior consultation with the Supervisory Authority,
 and you will reimburse BT's reasonable costs for this assistance except for the assistance set out in Clause 30.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT's obligations set out in Clause 30.5.2(b);
- 30.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Agreement and at your option, BT will delete or return the Customer Personal Data within a reasonable time period and you will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;
- 30.5.4 BT will make available to you the information demonstrating BT's compliance with its obligations set out in Clause **Error! Reference source not found.**, and, subject to 30 days' Notice from you, allow for and reasonably cooperate with you (or a third party auditor appointed by you) to audit this compliance at



reasonable intervals (but not more than once per year), so long as:

- (a) the audit will:
  - (i) not disrupt BT's business;
  - (ii) be conducted during Business Days;
  - (iii) not interfere with the interests of BT's other customers;
  - (iv) not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
  - (v) not exceed a period of two successive Business Days;

(b) you (or your third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and

(c) you will reimburse BT's reasonable costs associated with the audit and, where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in Clauses **Error! Reference source not found.**, those of its Sub-Processors.

30.5.5 BT may demonstrate its compliance with its obligations set out in Clause **Error! Reference source not found.** by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor (provided that you will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);

30.5.6 BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Agreement or otherwise required by Applicable Law;

30.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;

30.5.8 BT may use Sub-Processors in accordance with Clause 32.2 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 32.2 will be imposed on any Sub-Processors;

30.5.9 BT will inform you of proposed changes to BT's Sub-Processors from time to time by either:

(a) providing you with online notice of the intended changes at [www.bt.com/terms/bt-business-agreement](http://www.bt.com/terms/bt-business-agreement) and you will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or

(b) giving you Notice in accordance with Clause 31 and you will have 30 days starting from the date of the Notice to object to the change, and

if you do not object in accordance with Clauses 30.5.9(a) or (b) above, you will be deemed to have authorised the use of the new Sub-Processors;

30.5.10 you may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 31 documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such Notice is received within the time required by

Clause **Error! Reference source not found.**, we will both address your objection in accordance with the process set out in Clause 27.1 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 27.1;

30.5.11 the Agreement contains your complete instructions to BT for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Agreement in accordance with Clause 17 to take account of any resulting change in the Charges or the Service;

30.5.12 you will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service by BT, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT; and

30.5.13 you will only disclose to BT the Personal Data that BT requires to perform the Services.

30.6 Where each party acts as a Controller in relation to the Processing of Personal Data under the Agreement, the parties will not act as joint Controllers (as defined by Data Protection Legislation) in relation to such Processing.

30.7 If, in accordance with Clause **Error! Reference source not found.**, BT proposes amendments to the Agreement to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, you will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.

## Everything Else

### 31 Sending Notices under the Agreement

31.1 If one of us needs to give the other Notice, they will do it in writing, in English and:

31.1.1 send it by email, in the case of Notices from BT to you only;

31.1.2 deliver it by hand; or

31.1.3 send it by prepaid, recorded delivery or courier.

31.2 Notices need to be sent to:

31.2.1 BT, at the postal address shown on the invoice or any other address that BT tells you to send Notices to; or

31.2.2 you, at the address that you ask BT to send invoices to, the address of the Site, your primary email address, or, if you are a limited company, your registered office address as of the date of the Notice or any other address or email address you tell BT to use by giving Notice to BT.

31.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.

31.4 The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day):

31.4.1 of transmission, if it is an email;

31.4.2 the Notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or



31.4.3 three days after posting, if it is sent by prepaid post or recorded delivery.

### 32 Transferring to another party

- 32.1 Either of us may assign the benefit of the Agreement to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Agreement to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.
- 32.2 BT may subcontract any of BT's responsibilities under the Agreement to another entity, including to a BT Affiliate, but if it does, it will still be responsible to you under the Agreement.
- 32.3 If BT subcontracts the performance of any of BT's rights or obligations to a BT Affiliate as described in Clause 32.2, you will, once you receive Notice from BT, deal directly with the BT Affiliate for ordering, provisioning or maintaining the Service.
- 32.4 By giving you Notice, BT can novate the Agreement, a Service or an Order to a BT Affiliate. If BT does, all BT's rights, responsibilities and liabilities will transfer to the BT Affiliate and you will need to deal with the BT Affiliate instead of BT as BT will no longer be a party to the Agreement in relation to the relevant Service.
- 32.5 Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Agreement.

### 33 Third parties' rights

A person who is not a party to the Agreement will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, even if a term seems to give the party a particular benefit.

### 34 No partnership or agency arrangement

Unless a Clause in the Agreement says something different, the Agreement does not:

- 34.1 set up any partnership, exclusive arrangement or joint venture between us;
- 34.2 make one of us the agent of the other; or
- 34.3 authorise either of us to enter any commitments for, or on the behalf of, the other.

### 35 No waiver

If either of us does not do, or delays doing, something that this Agreement allows, they will not have waived their right to do it, unless the Agreement says something different.

### 36 What happens if part of the Agreement is illegal, invalid or unenforceable

- 36.1 If any court of competent jurisdiction finds that any part of the Agreement is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Agreement will be affected.
- 36.2 If any illegal, invalid or unenforceable part of the Agreement would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Agreement so it reflects what we both originally intended as much as possible.

### 37 After the Agreement ends

At the end of the Agreement, provisions in the Agreement that we both expect to remain in place after it ends will stay in place.

### 38 The Agreement stands on its own

- 38.1 The Agreement sets out the whole agreement between both of us and replaces any previous communication between us.
- 38.2 Your own standard terms are not part of the Agreement even if you provided them to BT before signing the Agreement, or if you send them to BT or refer to them in an Order.
- 38.3 By agreeing the Agreement, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Agreement. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 38.

### 39 Choice of law and courts

- 39.1 The laws of England and Wales will apply to the Agreement and any disputes or claims in connection with it or our relationship, including non-contractual ones.
- 39.2 Only the courts of England and Wales will be able to rule on any disputes or claims in connection with the Agreement or our relationship, including non-contractual ones.

### 40 Counterparts

The Agreement can be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the Agreement for all purposes.

### Defined Terms

The Defined Terms are set out [here](#).

Commented [A2]: link to be added