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1. COMMENCEMENT

- 1.1 The Contract will commence on the date BT communicates its acceptance of the Customer's order for the Service and will continue until ended by the Customer or BT in accordance with this Contract.
- 1.2 The Service will commence on the Service Start Date.

2. PROVISION OF THE SERVICE

- 2.1 Unless the Service Schedule states otherwise, where BT sells equipment to the Customer, the terms of this Contract will not apply in relation to the sale of equipment which will instead be subject to BT's Conditions of Sale located at www.bt.com/terms.
- 2.2 Orders placed for the Service will be business to business transactions to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.
- 2.3 Where the Customer orders an additional option to be applied to the Service provided under this Contract, the terms and conditions applicable to that option will apply and will be incorporated into the Customer's Contract.

Site Preparation, Access and Installation

- 2.4 The Customer will prepare the Site according to any instructions BT may give and will provide BT with reasonable access to the Site for the purposes of the Contract. The Customer agrees to provide at its expense a suitable place and conditions for BT Equipment and, where required, a continuous mains electricity supply and connecting points.
- 2.5 The Customer will obtain any permission needed for BT to put BT Equipment on the Site.
- 2.6 The Customer and BT will meet each other's reasonable safety and security requirements when on the Site. The Customer and BT will look after each other's equipment on the Site. If the Customer or BT damages the other's equipment it will pay for any repair or replacement needed. This will not apply where the damage results from normal use.
- 2.7 BT will try to provide the Service by any date agreed with the Customer, but all dates are estimates, unless the Service Schedule states otherwise.
- 2.8 The Customer will be responsible for making good the Site, after any work has been undertaken by BT at the Site, including putting items back and for re-decorating.

Faults and Repair

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- 2.9 BT will try to provide uninterrupted service, but the Customer understands and agrees that from time to time faults, including faults which may recur and have no identifiable cause (intermittent faults) may occur.
- 2.10 If the Customer reports a fault in the Service BT will repair the fault in accordance with the Service Schedule. If BT agrees to work outside the hours specified in the Contract or if the Customer reports a fault and BT finds there is none or that the Customer has caused the fault, BT may apply a charge. This charge will be as set out in the Contract or if not set out in the Contract based on BT's reasonable costs.

3. REGULATIONS AND USE OF THE SERVICE

- 3.1 Any Customer Equipment will be:
- (a) technically compatible with the Service and not harm BT's network or another customer's equipment;
 - (b) connected using the applicable BT network termination point, unless the Customer has BT's permission to connect by another means, and used in compliance with any relevant instructions, standards or laws; and
 - (c) adequately protected by the Customer against viruses and other breaches of security.
- 3.2 The Customer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with any BT Equipment.

Proper use

- 3.3 The Service will not be used:
- (a) in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights or BT's Acceptable Use Policy located at www.bt.com/acceptableuse/; or
 - (b) fraudulently or in connection with a criminal offence or in any way that is unlawful and the Customer will make sure that this does not happen; or
 - (c) to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive; or
 - (d) in any way BT considers to be or likely to be detrimental to the provision of the Service to the Customer or service to any of BT's other customers.
- 3.4 The Customer will comply with BT's reasonable instructions regarding health, security, safety or the quality of the Service.

Security

- 3.5 The Customer will be responsible for the proper use of User Security Details, if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.
- 3.6 If the Customer believes that any User Security Details are or are likely to be used in an unauthorised way, the Customer will inform BT immediately. The Customer will not change or attempt to change a user-name without BT's prior agreement.
- 3.7 BT will not guarantee the security of the Service against unauthorised or unlawful access or use. If BT believes there will be or likely to be a breach of security or misuse of the Service BT may:

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- (a) change and/or suspend the User Security Details (and notify the Customer that it has done this); or
- (b) require the Customer to change the User Security Details.

Internet Access

- 3.8 Where the Service allows access to the internet the Customer understands and agrees that the use of the internet is at the Customer's own risk.

Content

- 3.9 Where BT provides the Customer with Content, the Customer's use of the Content will be at the Customer's own risk. The Customer understands and agrees that:
- (a) the Content may change from time to time;
 - (b) the Content will only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights. The Customer will not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
 - (c) BT will not guarantee the accuracy or completeness of the Content;
 - (d) some of the Content will have its own terms and conditions. These may be displayed online or elsewhere. If the Customer accesses this Content the Customer will keep to these terms and conditions; and
 - (e) access to any Content provided on a subscription basis as part of the Service will cease when this Contract ends.
- 3.10 Depending on the Service, BT may provide the Customer with the means of storing or uploading Content. The Customer accepts that unless the Service Schedule states otherwise BT has no obligation to store Content or has any responsibility if stored Content is lost or deleted. The Customer is advised to duplicate Content it wishes to keep on other devices not connected to the Service.

Operational changes

- 3.11 Occasionally, for operational reasons, including the provision of service enhancements and/or software upgrades, BT may:
- (a) change any codes or numbers given to the Customer, the performance or functionality of the Service, or the way BT provides the Service, provided that any change to the Service or the way BT provides the Service will not affect the performance or functionality of the Service to the Customer's significant detriment; or
 - (b) interrupt or suspend Service. If this happens BT will restore the Service as quickly as possible.

Numbers

- 3.12 The Customer will not own any number or have any right to sell the number related to the Service.

Indemnity

- 3.13 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party because the Service is or has been used in breach of Clauses 3.1 to 3.7, 3.9 (b) and 3.12. 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.

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Monitoring and recording calls

- 3.14 BT may monitor and record its communications with the Customer, including e-mails and phone conversations. Information collected by BT may be used for training purposes, quality assurance, to record details about the Services ordered by the Customer, and in order to meet BT's legal and regulatory obligations generally. BT also records all calls to 999 or 112 services.

Customer Consent

- 3.15 Unless the Customer advises BT otherwise, the Customer consents to receive marketing messages from BT via electronic means, telephone and direct mail. Details on how to tell BT to stop sending such messages can be found in BT's Privacy Policy at www.bt.com.

WEEE Regulations

- 3.16 The Customer will:
- (a) be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE"). BT and the Customer acknowledge that for the purposes of Regulation 9 this Clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE;
 - (b) be responsible for any information recording or reporting obligations imposed by the WEEE Regulations; and
 - (c) 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 the Customer fulfilled its express or implied obligations under this Clause or in connection with the WEEE Regulations. 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.

4. CHARGES AND PAYMENTS

General

- 4.1 Charges for the Service will be as detailed in the Service Schedule and calculated using the details recorded by BT. Unless otherwise stated in the Service Schedule or order form, BT will bill charges in pounds sterling and the Customer will pay all charges in pounds sterling.
- 4.2 The Customer will be responsible for and will pay the charges, whether the Service is used by the Customer or someone else. This includes all charges resulting from unauthorised or fraudulent use.
- 4.3 Unless Clause 4.4 applies, BT will send the bills to the address notified by the Customer to BT.
- 4.4 Where the Service is provided:
- (a) on the basis that bills will only be available online; or
 - (b) the Customer has opted for online billing where it is available; and
 - (c) the Customer has not opted for its charges under the Contract to be included in its BT One Bill,

BT will notify the Customer via the e-mail address provided by the Customer to BT at the time of applying for the Service that bills are available to view on-line. The Customer agrees to continually maintain the e-mail address as this will be the only means by which BT will inform the Customer that a bill is available to view. No paper copies of bills will be provided.

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- 4.5 BT will hold bills online for a maximum of 15 months. If the Customer wishes to keep a record of bills for business use (VAT or other reasons) the bills may be printed or saved from the Customer's internet browser.
- 4.6 The Customer will be liable for charges for the Service from the Service Start Date, unless otherwise stated in the Service Schedule.
- 4.7 Unless otherwise stated in the Service Schedule, BT will send its first bill shortly after providing the Service, and then at regular intervals, usually every three months. Sometimes BT may send the Customer a bill at a different time
- 4.8 Unless otherwise stated in the Service Schedule the Customer will pay:
- (a) in advance for subscription, rental, and other recurring charges (including inclusive usage charges); and
 - (b) in arrears for usage (excluding inclusive usage charges), connection and any other non-recurring charges. Where possible the charges will appear on the Customer's next bill but sometimes there may be a delay.
- 4.9 All charges are exclusive of VAT which is chargeable at the applicable rate, unless otherwise provided in the Service Schedule.
- 4.10 BT may reduce the number of days you have to pay each invoice, where:
- (a) the Customer issues a profit warning; or
 - (b) any Credit Agency reduces the Customer's credit rating; and
- BT reasonably considers that this will affect the Customer's ability to pay invoices.
- 4.11 If payment of any charges becomes subject to withholding tax, levy or similar payment obligation imposed by a foreign tax authority on sums due to BT under the Contract such withholding tax amounts will be borne and paid for by the Customer in addition to the sums due to BT. The Customer will provide BT without charge the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Customer.
- 4.12 As part of its credit management procedures, BT may at any time:
- (a) require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by BT; and/or
 - (b) carry out a credit vet of the Customer. The Customer will provide BT with any information BT may reasonably require for this.
- 4.13 Payment will be due on the date specified on the bill, unless otherwise stated in the Service Schedule.
- 4.14 The Customer will pay all charges by direct debit or monthly payment plan, unless otherwise advised by BT. The Customer will advise BT promptly of any changes to its bank details that may affect payment of the charges.
- 4.15 BT will levy a payment processing fee for payments made other than by direct debit or monthly payment plan, as detailed in the Service Schedule. This fee will be deducted from any money received before any payment is allocated against the charges for the Service.

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- 4.16 Where BT has agreed that the Service can be included within a standard BT pricing package or scheme, the Customer agrees that while the Service is included within the pricing package or scheme the charges specified in the Service Schedule may be amended by the terms of the pricing package or scheme. Upon termination of the pricing package or scheme, the charges will revert to those specified in the Service Schedule.

Disputed Bills

- 4.17 If the Customer disputes any charge on a bill the Customer will notify BT in writing within 6 months of the date of the bill with all relevant information. Where the disputed amount is:

- (a) less than 5% of the total bill, the Customer will pay the full amount of the bill; or
- (b) more than 5% of the total bill, the Customer will pay the amount not in dispute.

Any disputes will be resolved promptly and the resolved amount if any is payable immediately.

Late Payment

- 4.18 If payment is not received by the due date, BT may charge the Customer:

- (a) any late payment charge as referred to in the Service Schedule; and/or
- (b) daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank, compounded daily, for the period beginning on the date on which payment is due and ending on the date on which payment is made.

- 4.19 BT may instruct a debt collection agency to collect payment of any unpaid bill(s) (including any interest and/or late payment charges) on its behalf. If BT instructs an agency, the Customer will pay BT an additional sum. This will not exceed the reasonable costs BT will pay to the agency, who will add the sum to the Customer's outstanding debt on BT's behalf.

- 4.20 If any sum owed by the Customer to BT under the Contract or any contract with BT is not paid by the due date, BT may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with BT.

Fraud Prevention

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

5. CHANGING THE CONTRACT

- 5.1 BT may change the Contract (including the charges) at any time and will publish any change in line with Clause 5.2.

- 5.2 Unless otherwise stated in the Service Schedule, BT will publish any changes to the Contract (including the charges) online at www.bt.com/pricing (or any other online address that BT may advise the Customer) or, at its discretion, notify Customers in writing (including by email), as follows:

- (a) for changes that are to the Customer's significant detriment, at least one month before the change is to take effect; and
- (b) for all other changes at least one day before the change is to take effect.

- 5.3 Where the change is to the Customer's significant detriment the Customer may give BT notice in accordance with Clause 6.2 to end the Contract:

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- (a) within one month of the date of notification where BT has notified the Customer in writing of the change; or
- (b) within 3 months of the date of notification where BT has notified changes online at www.bt.com/pricing (or any other online address that BT may advise the Customer) and has not notified the Customer in writing.

6. ENDING THE CONTRACT

- 6.1 The Customer may cancel the Contract or the Service at any time before BT provides the Service. The Customer will pay BT, by way of compensation, the cancellation charge specified in the Service Schedule.
- 6.2 Unless otherwise stated in the Service Schedule, the Contract or the Service may be ended by either party on 28 days' notice by;
 - (a) either party giving written notice to the other; or
 - (b) where the Customer is switching its provider through an approved switching process, BT will accept that provider's order notification as the Customer's notice. The 28 day notice period will commence on the date the order notification is received by BT.
- 6.3 In addition to the right the Customer has to end the Contract as set out in Clause 5.3, the Customer may end the Contract if:
 - (a) BT materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
 - (b) BT ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.
- 6.4 BT may suspend the Service or end the Contract, or both, at any time without notice if:
 - (a) the Customer breaches the Contract or any other contract that the Customer has with BT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by BT to do so. In this Clause breach includes non-payment of any valid invoice by the due date; or
 - (b) BT reasonably believes that the Service is being used in a way forbidden by Clauses 3.1 to 3.7, 3.9 (b) and 3.12. This will apply even if the Customer is unaware that the Service is being used in such a way; or
 - (c) the Customer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law;
 - (d) BT's supplier ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is

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given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

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

Consequences of ending the Contract

- 6.5 If the Customer or BT ends the Contract, the Service or part of the Contract or Service, during the Minimum Period the Customer will pay BT the termination charges set out in the Service Schedule by way of compensation. This Clause will not apply if:
- (a) the Customer ends the Contract or Service during the Minimum Period because BT fails to put right a material breach of this Contract as set out under Clause 6.3 (a); or
 - (b) the Customer gives notice to end the Contract in accordance with Clause 6.2(a) because BT has notified the Customer as set out in Clause 5.2 of an increase to the charges or changes to the Contract in either case to the Customer's significant detriment; or
 - (c) BT ends the Contract or the Service during the Minimum Period for convenience; or
 - (d) the Contract ends because either Clause 8.6 or 10.1(c) applies.
- 6.6 If either party terminates the Contract in accordance with Clause 6.3(b), 6.4(c) or 6.4(d), the party terminating the Contract may alternatively set off any amounts due under this Contract or any other contract between the parties.
- 6.7 If the Contract ends BT will refund any money owed to the Customer.
- 6.8 If the Contract ends and unless the Service Schedule states otherwise BT may delete all Content including emails stored on the Service. BT recommends that the Customer saves copies of information the Customer wishes to keep on other devices not connected with the Service.
- 7. LIMITATION OF LIABILITY**
- 7.1 Neither the Customer nor BT excludes or restricts in any way its liability under or in connection with the Contract for death or personal injury caused by its negligence or to any extent not permitted by law.
- 7.2 Subject to Clauses 7.1 and 7.3, the Customer and BT's liability to the other under or in connection with the Contract for all and any direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months will be limited to the amounts specified in the Service Schedule.
- 7.3 Neither the Customer or BT will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, except to the extent specified in the Service Schedule for:
- (a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
 - (b) any indirect or consequential loss or damage whatsoever.
- 7.4 Nothing in this Clause 7 or in the Contract excludes or limits the Customer's liability to pay (without set off) the charges.

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- 7.5 The limitations of liability referred to in Clauses 7.2 and 7.3 above will not apply in respect of claims brought under Clauses 3.13 and 8.5.
- 7.6 Each part of this Clause 7 will operate separately. If any part of the Clause is held by a Court to be unreasonable or inapplicable the rest of the Clause will continue to apply.
- 7.7 The Customer is advised to obtain its own business continuity insurance.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Intellectual Property

- 8.1 All Intellectual Property Rights whether pre-existing or created by the Customer or BT during or arising from the performance of the Contract will remain the absolute property of that party or its licensors.
- 8.2 If Software is provided to enable the Customer to receive and use the Service, BT will grant the Customer a, non-transferable and non-exclusive licence to use the Software in object code form solely as necessary for receipt of the Service and solely in accordance with the Contract and the applicable documentation. The term of any licence granted by BT under this Clause is co-terminus with the term of the Service with which the Software is associated.
- 8.3 If the Service provides the Customer with Software licensed by third parties who require the Customer to accept their terms of use, the Customer will keep to those terms.
- 8.4 Except as permitted by Applicable Law or as expressly permitted under the Contract the Customer agrees not to copy, de-compile or modify any Software, or knowingly permit anyone else to do so.
- 8.5 BT will indemnify the Customer against all claims and proceedings arising from infringement of any third party's Intellectual Property Rights by BT's provision of the Service to the Customer. This indemnity will not apply to claims or proceedings arising from:
- (a) use of the Service or any Software in conjunction or combination with other equipment or software or any other service not supplied by BT; or
 - (b) any unauthorised modification of the Service or any Software; or
 - (c) content, designs, specifications or software supplied by or on behalf of the Customer; or
 - (d) use of the Service or any Software other than in accordance with the Contract.

In relation to any claim or allegation of infringement the Customer will promptly notify BT in writing and will not make any admission without BT's prior written consent. The Customer will allow BT sole conduct of all negotiations and proceedings and give BT all reasonable assistance in doing so. BT will pay the Customer's reasonable expenses for such assistance.

- 8.6 If the Service becomes, or BT believes it is likely to become, the subject of a claim of infringement of any Intellectual Property Rights BT, at its option and expense, may:
- (a) secure for the Customer a right of continued use; or
 - (b) modify or replace the Service so that it is no longer infringing, provided that modification or replacement will not materially affect the performance of the Service.

If the indemnity in Clause 8.5 applies and none of the remedies in this Clause is available to BT on reasonable terms, BT may notify the Customer and terminate the Service without liability to the Customer.

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- 8.7 The indemnity in Clause 8.5 will be the Customer's sole and exclusive remedy for infringement of Intellectual Property Rights.

Confidentiality

- 8.8 Subject to Clause 8.9 BT and the Customer will keep in confidence all Confidential Information, obtained under or in connection with the Contract and will not disclose it to any party other than in confidence to:

- (a) their employees or employees of their Group Companies; or
- (b) their professional advisers; or
- (c) in the case of BT, employees of their subcontractors

who have a need to know such Confidential Information and to the extent necessary for performance of the Contract or use of the Service.

- 8.9 Clause 8.8 will not apply to information which is:

- (a) in the public domain other than through a breach of the Contract; or
- (b) in the possession of the Customer or BT without confidentiality restriction before disclosure under the Contract; or
- (c) obtained from a third party who has a lawful right to disclose it; or
- (d) developed by the receiving party independently of and without access to Confidential Information obtained under the Contract.

- 8.10 If either BT or the Customer receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has:

- (a) satisfied itself that the demand is lawful;
- (b) given the other party the maximum written notice permissible under the demand in which to make representations; and
- (c) marked the required information as the Confidential Information of the other party.

- 8.11 The Customer and BT acknowledge that breach of Clauses 8.8 to 8.10 may cause irreparable harm for which damages may not be an adequate remedy and that injunctive relief may be available for such breach.

- 8.12 Information BT holds about the Customer may be used for fraud prevention and credit vetting purposes and this may include BT sharing such information with third party companies including other communication companies.

- 8.13 Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by BT in connection with the Contract the Customer will:

- (a) notify BT immediately of the request; and
- (b) give BT at least five Working Days to make representations.

9 DATA PROTECTION

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- 9.1 In this Contract, 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”.
- 9.2 Notwithstanding any other provision in the Contract, for BT to provide a Service, Personal Data may be:
- 9.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
- 9.2.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and the Customer appoints BT to perform each transfer in order to provide the Services provided that BT will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including:
- (a) BT Group’s Binding Corporate Rules (for transfers among BT’s Affiliates); and
 - (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission.
- 9.3 BT will be either Controller, Processor or both under the Contract depending on the type of Personal Data Processed and the purpose of the Processing.
- 9.4 If BT acts as a Controller:
- 9.4.1 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 Service;
 - (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 the Service as set out in the Schedule(s);
 - (e) administer access to online portals relating to the Service;
 - (f) compile, dispatch and manage the payment of invoices;
 - (g) manage the Contract and resolve any disputes relating to it;
 - (h) respond to general queries relating to the Service or Contract; or
 - (i) comply with Applicable Law;
- 9.4.2 BT will Process the Personal Data in accordance with applicable Data Protection Legislation, as set out in the BT Privacy Policy and, where applicable, BT Group’s Binding Corporate Rules; and
- 9.4.3 BT may, from time to time, contact the Customer Contact, or other network, IT or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service, or other similar services.
- 9.5 If BT acts as a Processor:

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- 9.5.1 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;
- 9.5.2 in order to perform its obligations under the Contract, BT will:
- (a) Process the Customer Personal Data on behalf of the Customer in accordance with the Customer's documented instructions as set out in Clause 9.5.10, except where:
 - (i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify the Customer 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 the Customer in accordance with Clause 9.5.11 infringes the Data Protection Legislation and BT will inform the Customer 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 the Customer without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
 - (d) only use the Sub-Processors approved by the Customer by entering into the Contract or in accordance with Clause 9.5.9; and
 - (e) assist the Customer in its 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 the Customer will reimburse BT's reasonable costs for this assistance except for the assistance set out in Clause 9.5.2(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 9.5.2(b);
- 9.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Contract and at the Customer's option, BT will delete or return the Customer Personal Data within a reasonable time period and the Customer will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;
- 9.5.4 BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in Clause 9.5, and, subject to 30 days' Notice from the Customer, allow for and reasonably cooperate with the Customer (or a third party auditor appointed by the

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Customer) 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) the Customer (or its third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
- (c) the Customer 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 9.5, those of its Sub-Processors;

9.5.5 BT may demonstrate its compliance with its obligations set out in Clause 9.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing the Customer with an audit report issued by an independent third party auditor (provided that the Customer will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);

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

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

9.5.8 BT may use Sub-Processors in accordance with Clause 10.3 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 9.5 will be imposed on any Sub-Processors;

9.5.9 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 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 10.9 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 9.5.9(a) or 9.5.9(b), you will be deemed to have authorised the use of the new Sub-Processors;

9.5.10 you may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 10.9 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 14.5.9, we will both address your objection in accordance with the process set out in Clause 10.2 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 10.2;

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- 9.5.11 the Contract contains the Customer's 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 Contract by agreement between the Parties to take account of any resulting change in the Charges or the Service;
- 9.5.12 the Customer 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
- 9.5.13 the Customer will only disclose to BT the Personal Data that BT requires to perform the Service.

9.6 If permitted by Applicable Law:

- 9.6.1 a Party in breach of the Data Protection Legislation or this Clause 9 will be liable to the other for any losses, costs and liabilities (including those arising from Claims) incurred or suffered by the other Party where those losses, costs and liabilities are caused by, or in connection with, that breach including where the Parties are jointly and severally liable; and
- 9.6.2 where the Parties are jointly and severally liable for a Claim caused by Processing neither Party will make any payment or any offer of payment to any Data Subject (including third Parties acting on behalf of any Data Subject) in response to Claim caused by or relating to the Processing of Personal Data, without the prior written agreement of the other Party.

9.7 Where each Party acts as a Controller in relation to the Processing of Personal Data under the Contract, the Parties will not act as joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.

9.8 If, in accordance with Clause 5, BT proposes amendments to the Contract to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, the Customer will act reasonably and in good faith.

10. GENERAL TERMS

Matters Beyond Reasonable Control

- 10.1 (a) If the Customer or BT is prevented, hindered or delayed from performing any obligation under the Contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the Customer or BT is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under the Contract.
- (b) BT will not be liable for failure to or delay in supplying the Service if:
- (i) another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost; or
 - (ii) legal or regulatory restrictions are imposed that prevent BT from supplying the Service.
- (c) If any of the events detailed in Clauses 10.1(a) or 10.1(b) materially affects the performance of the Contract and continues for more than three months then the Customer or BT may terminate the Contract in whole or part by written notice to the other.

Escalation and Dispute Resolution

- 10.2 (a) BT will try to work through any complaint or dispute that the Customer may have with BT. If the matter is not resolved then the Customer may refer it:
- (i) where appropriate, in accordance with the details set out in BT's Customer Complaints Code located at www.bt.com/complaintscode, copies of which are available on request; and
 - (ii) otherwise, as set out in Clause 10.2(b) below.
- (b) Any dispute will be raised in writing with the Customer's or BT's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Customer and BT will use reasonable endeavours to resolve any dispute as follows:
- (i) a dispute which has not been resolved by the Customer's or BT's representative within 14 days of being raised may be referred by the Customer or BT to the first level by written notice to the other; and
 - (ii) if the dispute is not resolved at the first level within 14 days of referral, the Customer or BT may refer the dispute to the second level by written notice to the other.
- The Customer's and BT's representatives at the first and second levels will be as notified by the Customer and BT to the other from time to time.
- (c) If the dispute is not resolved after the procedures detailed in Clause 10.2 (b) have been followed then the parties agree to consider resolving the dispute by an Alternative Dispute Resolution (ADR) mechanism, including but not limited to:
- (i) early neutral evaluation in accordance with the IDRS (Dispute Resolution Services) Model Early Neutral Evaluation Procedure; or
 - (ii) expert non-binding determination in accordance with the IDRS Cost-Controlled Expert Determination Procedure; or
 - (iii) mediation in accordance with the IDRS Cost-Controlled Mediation Procedure.
- (d) Any ADR will be conducted in London and in the English language.
- (e) Nothing in this Clause 10.2 will prevent the Customer or BT from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

Transfer of Rights and Obligations

- 10.3 a) The Customer may not assign, transfer or deal in any manner with any of its rights and obligations under the Contract without the written consent of BT, such consent to be given in its sole discretion.
- b) Where the Customer wishes to transfer its rights or obligations or both to a Group Company, the written consent of BT will not be unreasonably withheld or delayed.
- c) BT may at any time assign, transfer or deal in any manner with any or all of its rights and obligations under this Contract (including its right to collect payments, receivables or other assets arising as a result of the Contract).

Severability

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

Survival

- 10.5 Clauses 4.18, 4.19, 7, and 8.8 to 8.13 will survive the termination or expiry of this Contract for two years.

Entire Agreement

- 10.6 (a) The Contract contains the entire agreement between the Customer and BT and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the Customer and BT, whether written or oral relating to its subject matter.
- (b) The Customer and BT each agree that in entering into the Contract they have not relied upon and have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any party (whether party to the Contract or not) in relation to the subject matter of the Contract, except for those contained in the Contract.
- (c) Nothing in this Clause 10.6 will exclude or restrict the liability of either the Customer or BT to the other arising out of pre-contract fraudulent misrepresentation or fraudulent concealment.

Waiver

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

Rights of Third Parties

- 10.8 The Contract will not create any right enforceable by any party who is not the Customer or BT (a "Third Party") under the Contract (Rights of Third Parties) Act 1999 but this will not affect any right or remedy of a Third Party which exists or is available apart from that Act.

Notices

- 10.9 Notices given under the Contract will be in writing and delivered by hand, email or first class post to the following addresses unless otherwise stated in the Contract:
- (a) to BT at the address shown on the bill or any address which BT provides to the Customer for this purpose; or
- (b) to the Customer at any one or more of the following: the address to which the Customer asks BT to send bills or the address of the Site or the Customer's primary email address or if the Customer is a limited company, its registered office.

This Clause will not apply to notices given under clauses 1.1, 4.3 and 5.1.

- 10.10 A notice will be duly served:
- (a) if delivered by hand, at the time of delivery;
- (b) if sent by first-class post, three (3) Working Days after the date of posting; and
- (c) if sent by e-mail, at the time of successful transmission.

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- 10.11 The Customer will inform BT immediately if there is any change to any of the contact information the Customer provided to BT.

Law and Jurisdiction

- 10.12 The Contract will be governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

Customer's Instructions

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

11. DEFINITIONS

- 11.1 Unless the context requires otherwise capitalised terms used in this Contract will have the following meanings:

Applicable Law means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

- (a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) all applicable export laws and regulations, including those of the United States of America.

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

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

BT Group means BT Group plc and its Affiliates.

BT Price List means the document containing a list of BT's charges and terms and which can be seen at: <http://www.bt.com/pricing> (or any other online address that BT may advise the Customer) and which forms part of the Contract.

BT Privacy Policy means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at: <http://www.btplc.com/privacycentre/index.htm>

Conditions mean these Conditions for BT Business Services.

Confidential Information means any information (including know-how, trade secrets, software or data) of a confidential nature which is obtained under the Contract whether such information is in written, oral or any other form and whether or not marked as confidential.

Content means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

Contract means this agreement between BT and the Customer comprising the following documents and, unless otherwise stated in the Service Schedule, in the following order of precedence:

the order/registration form;
the Service Schedule;
the BT Price List;
the Conditions;
the Customer Requirements Form (if any); and any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.

Credit Agency means Experian, Equifax and Callcredit.

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Customer means the party with whom BT contracts to provide the Service.

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

Customer Personal Data means only the proportion of Personal Data where the Customer is the Controller and that BT needs to Process on the Customer's behalf as a Processor in providing the Services to the Customer under the Contract.

Customer Requirements Form means the BT form that sets out the requirements for the Service agreed between the Customer and BT.

Data Protection Legislation means collectively (i) any Applicable Laws of the European Union, (ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy, (iii) the GDPR, and (iv) any binding guidance or code of practice issued by a Supervisory Authority.

GDPR means the General Data Protection Regulation (EU) 2016/679, and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR).

Group Company means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Part 38 of the Companies Act 2006.

Intellectual Property Right(s) means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in confidential information and know-how, or any similar right in any part of the world and will include any applications for the registration of any such rights capable of registration in any part of the world.

Minimum Period means the intended minimum period over which the Service will be provided as stated in the Service Schedule, or the order/registration form, and measured from the Service Start Date.

Service means the service or part of the service specified in the Service Schedule.

Service Level means the standard of Service set out in the Service Schedule.

Service Schedule means the schedule to these Conditions that describes the Service to be provided by BT.

Service Start Date means the date on which the Service is first made available to the Customer unless otherwise stated in the Service Schedule. This may sometimes also be referred to as the Operational Service Date.

Site means the place(s) at which BT provides Service.

Software means any software and associated written and electronic documentation and data provided by BT under the Contract.

Sub-Processor means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Contract.

User means anyone who is permitted by the Customer to use or access the Service.

User Security Details means any IDs, user names, personal identification numbers and passwords.

Working Day means any day between Monday and Friday, excluding bank and public holidays.