



# BT Control Centre Service Schedule (CPS and SMB)

## Contents:

DEFINITIONS .....	1
1 AGREEMENT STRUCTURE .....	2
2 SUPPLY OF SERVICES AND EQUIPMENT .....	2
3 CHARGES AND PAYMENT.....	3
4 CUSTOMER GROUP .....	4
5 MOBILE SERVICES .....	4
6 VARIATIONS BY US.....	5
7 SUSPENSION.....	5
8 TERMINATION .....	6
9 CONSEQUENCES OF TERMINATION .....	6
10 SOFTWARE LICENCE.....	7
11 CREDIT SECURITY .....	8
12 INEFFECTIVENESS .....	8
13 TRANSFER OF THE BT CONTROL CENTRE SERVICE AGREEMENT .....	8

## DEFINITIONS

**BT Control Centre Additional Service** means any ancillary services that We offer from time to time to which additional requirements, technical details, commercial and support arrangements, terms and conditions may apply as set out in the BT Control Centre Additional Service documentation.

**BT Control Centre Service Agreement** means the agreement between You and Us.

**BT Software** means any software, excluding Licensed Software, that is owned by Us or licensed by Us from a third party in Our name, and which may be updated from time to time.

**Customer Equipment** means any equipment used by You which is not provided by Us under the BT Control Centre Service Agreement.

**End-User** means a person who enters into a contract to receive the Service, Equipment and/or SIM Cards from You or a Reseller.

**Equipment** means the initial Order for Equipment set out in the BT Control Centre Order Form and any other equipment that may be agreed between the parties from time to time.

**EU Data Landing Roaming Regulations** means the landing messages, data initiation messages, or 80% warning messages (as described in Regulation (EC) No. 717/2007 (as amended by Regulation (EC) No 544/2009).

**Existing Subscription** means a Connection which is already Connected at the Contract Start Date.

**Group** means any entity or person controlled by, controlling or under common control by Us or You (as applicable), from time to time. For the purpose of this definition the term "control" means ownership, directly or indirectly, of (i) equity securities entitling it to exercise, in aggregate, 50% (fifty percent) or more of the voting power in such corporation or other entity; or (ii) 50% or more of the interest in the profit or income in the case of a business entity other than a corporation; or (iii) in the case of a partnership, any other comparable interest in the general partner.

**Material Breach** means any material, persistent or serious (but not necessarily fundamental) breach, including but not limited to a breach of clauses 2.4, 4.6, 10.1-10.4 and Clauses 5.2 and 18.3.

**Minimum Activation Term** means the minimum period for which You commit to receive a particular Service or keep a Subscription Connected from the relevant Subscription Activation Date.

**New Subscription** means a Subscription added to Your Account and which may be a Connection ported from Your previous provider or a transferred Subscription from Our other customers but is not an Existing Subscription or a Re-Connection.

**Notice of Variation** a notification to You of a change to the BT Control Centre Service Agreement implemented by Us and sent by letter, email or text message.

**Provisioning Portal** means the discretionary service, the functionality of which is detailed in the General Specification (as amended from time to time), Your use of which is subject to the terms and conditions which are available to view when accessing the Provisioning Portal.

**Resellers** means any person who sells, supplies or distributes the Services to third parties.

**Services** means the services set out in the BT Control Centre Order Form or the BT Control Centre Additional Service and any other services that may be agreed between the parties from time to time. The Services may include Rate Plans and Rate Plan Add-Ons and may contain or use Software but specifically excludes the Provisioning Portal and associated Software.

## 1 AGREEMENT STRUCTURE

- 1.1 The BT Control Centre Service Agreement comprises the following sections and documents, which apply in decreasing order of priority:
- Any agreed Change Form, addendum or Notice of Variation;
  - any agreed BT Control Centre Additional Service;
  - BT Control Centre Order Form;
  - BT Control Centre Service Schedule;
  - BT Control Centre Price Guide;
  - BT Control Centre Codes of Practice;
  - BT Control Centre General Specification;
  - IoT General Terms.

The collective and prevailing terms and conditions set out in the documents relevant to You shall be referred to as the "**BT Control Centre Service Agreement**".

- 1.2 This BT Control Centre Service Agreement is entered into pursuant to the IoT General Terms.
- 1.3 The terms defined in the IoT General Terms and used in this Service Schedule are as used in the IoT General Terms and all reference to "Clause", "Paragraph" shall be to clauses, paragraphs and appendices of the IoT General Terms, whereas reference to "clause" and "paragraph" shall be to clauses and paragraphs of this Service Schedule.

### 1.4 Interpretation:

- 1.4.1 BT Business is division and brand belonging to British Telecommunications PLC;
- 1.4.2 EE is a trade name and brand belonging to EE Limited;
- 1.4.3 EE Limited is a wholly owned subsidiary of British Telecommunications PLC and has the right to trade under the BT brand and BT Control Centre;
- 1.4.4 BT Business is responsible for managing the BT Control Centre Service;
- 1.4.5 BT Control Centre is a trade name and brand belonging to British Telecommunications PLC;
- 1.4.6 British Telecommunications PLC BT can subcontract the BT Control Centre Service to EE, in accordance with Clause 32 of the IoT General Terms, and:
  - a) can assign the benefit of the Contract to EE in respect of ordering, provision, maintenance, invoicing and payment for the BT Control Centre Service; and
  - b) if you are required under the Contract to provide information, assistance or access to BT to comply with BT's instructions, you will provide the same co-operation to EE for delivery of the BT Control Centre Service.

## 2 SUPPLY OF SERVICES AND EQUIPMENT

- 2.1 We agree to supply, and You agree to take, the Services and Equipment subject to the provisions of the BT Control Centre Service Agreement.
- 2.2 We shall supply each Service from the Subscription Activation Date for its Minimum Activation Term and thereafter until terminated.
- 2.3 You agree that You are procuring the Services and Equipment for use as authorised by and in

accordance with the BT Control Centre Service Agreement.

- 2.4 In addition to Your right to use the Service, Equipment and SIM Cards for Your own benefit, You may also sell, supply or distribute the Services, Equipment and SIM Cards to an End-User and/or a Reseller on condition that:
  - 2.4.1 You agree and acknowledge that Our sole obligation is to You and that this BT Control Centre Service Agreement governs Our entire responsibility and liability regarding the supply of Services;
  - 2.4.2 You shall be and shall remain responsible for all acts and omissions of Resellers, End-Users and Users as if they were Your own;
  - 2.4.3 You have carried out Your own investigations about the End-Users' and the Resellers' intended use of the Services and that You warrant that in each case the Services as set out (including any limitation, dependency, restriction or obligation) in the BT Control Centre Service Agreement are suitable for such intended use and will not cause any harm, nuisance or damage to Us or the Network;
  - 2.4.4 You shall ensure that You can enforce the terms and conditions of the BT Control Centre Service Agreement against a Reseller and End User and that you have made Your best efforts to ensure that a Reseller has such rights of enforcement against End-Users that receives services from a Reseller;
  - 2.4.5 You shall make Your best efforts to ensure that the rights and obligations of End-Users and Resellers are consistent and commensurate with Your obligations and Our rights under the BT Control Centre Service Agreement;
  - 2.4.6 Our rights set out in Clauses 10.5, 10.6 and 19 of the IoT General Terms and clause 5.2 of this Service Schedule shall be included in Your contracts with Resellers and End-Users and such provisions shall ensure that Our rights are directly enforceable by Us against the End-User and the Reseller;
- 2.5 We will ensure that the Services and Equipment comply in all material respects to the General Specification.
- 2.6 The Services shall comprise solely of Data, unless the parties agree that voice services are available.
- 2.7 The Provisioning Portal is a discretionary service which is currently provided free of charge. We may vary the supply of the Provisioning Portal in accordance with clause 6.4. Notwithstanding any change We will always provide You with a means to order, provision, activate and deactivate SIM Cards.
- 2.8 Your access and use of the Provisioning Portal may be subject to separate terms and conditions (which may change from time to time) and which may be enforceable by a third party supplier. You agree to those terms and conditions each time You access the Provisioning Portal. A copy of these terms and conditions has been provided and are available to You on request.
- 2.9 If the terms and conditions of the Provisioning Portal change at any time You may notify Us in writing so that We may provide You with an alternative means of managing Your Connections. If we notify You in writing that we cannot provide You with an alternative You may within 30 days of our notification, provide written notice to terminate the BT Control Centre Service Agreement.
- 2.10 If We choose to withdraw the current Provisioning Portal and replace it with an alternative Provisioning Portal You will provide all the assistance We may reasonably require to transfer Your Subscriptions to the new Provisioning Portal.
- 2.11 Notwithstanding clause 2.10 if We are not able to offer You an alternative in accordance with clause 2.6 You may provide written notice to terminate the BT Control Centre Service Agreement in accordance with clause 8.1.

### **3 CHARGES AND PAYMENT**

- 3.1 You are responsible for paying all Charges incurred for Services and Equipment on Your Account, whether or not used. Charges are usually set out in the BT Control Centre Order Form but where not stated will be as set out in any agreed BT Control Centre Additional Services or BT Control Centre Price Guide at the time the Service(s) and/or Equipment were provided or will be as otherwise notified by Us to You.
- 3.2 You acknowledge that the offer set out in the BT Control Centre Order Form is made on the basis that You will take each Service for its Minimum Activation Term and will achieve the Minimum Spend within the specified Spend Period or pay the Shortfall Payment.
- 3.3 The Minimum Spend arises as a debt unconditionally on the Contract Start Date and We agree to accept payments for Usage Charges received during each Spend Period, up to the amount of Minimum Spend for that Spend Period, to proportionately discharge the debt.
- 3.4 We will invoice You monthly in arrears for Subscription Charges and Usage Charges, and after dispatch for any Equipment ordered from Us.
- 3.5 Charges in respect of Services not supplied directly by Us such as (but not limited to) Roaming may be invoiced several months in arrears due to reconciliation requirements of the other Network operators. We will however, use Our reasonable efforts to invoice You for Roaming Charges one calendar month in arrears.

- 3.6 You will pay the Charges (including any Termination Fees) in full and without any deduction or set off within 30 days of the date of invoice.
- 3.7 You shall pay any Account Set-Up Charge within 30 days of the Service Commencement Date.
- 3.8 VAT will be added to all sums due and all invoices at the relevant rate where applicable.
- 3.9 You will notify Us in writing of any disputed invoice within 14 days of the date of such invoice, including the full facts of the dispute. You must pay the undisputed portion of the invoice in accordance with the terms of the BT Control Centre Service Agreement and in good faith co-operate with Us to resolve the dispute. Any sum agreed to have been correctly invoiced will be paid and any sum incorrectly invoiced (and paid by You) will be resolved by appropriate credit to Your account (in each case within 7 days of resolution).
- 3.10 If any payment is not made when due, We may charge interest on all sums outstanding from the date they fell due at the rate of 4% per annum above the base rate of HSBC plc from time to time in force. This interest shall accrue on a daily basis both before and after judgment until payment is made. Until payment for undisputed Charges has been received, We may further take any or all of the following actions:
  - 3.10.1 withhold and set-off any sums owed by Us to You (including any Credit) against the sums owed by You to Us;
  - 3.10.2 Suspend the Service(s) in relation to which the Charges are outstanding in accordance with clause 7.3; and/or
  - 3.10.3 issue a notice pursuant to clause 8.4.1.
- 3.11 We may on 30 days' written notice to You increase the pricing in a Rate Plan.
- 3.12 We reserve the right to include an annual increase to the Charges in line with the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus 3% ("Annual Price Increase"). If applicable the Annual Price Increase will take effect on bills dated on or after 1st April of each year beginning on 1st April 2025. If the CPI figure is negative in the relevant year, BT will only increase the Charges by 3%. The change to the Charges as a result of the Annual Price Increase will not give you the right to terminate the Contract without paying Termination Charges.
- 3.13 Should You fail to achieve the Minimum Spend as stated in the BT Control Centre Order Form in any 12 month period following the Contract Start Date, We may novate the BT Control Centre Service Agreement or assign any of Our rights hereunder to another of Our customers as We may decide. You agree that You will within 90 days of a request from Us enter into a deed of novation on terms We reasonably request to give effect to a novation under this clause.
- 3.14 This clause 3 (including but not limited to clause 3.3) shall survive expiry or termination of the Service Agreement.

#### **4 CUSTOMER GROUP**

- 4.1 Subject to clause 4.2, You may permit other members of Your Group as notified to Us from time to time to place orders under the BT Control Centre Service Agreement and use the Services and Equipment supplied by Us under the BT Control Centre Service Agreement, provided that any act or omission of such members of Your Group shall for the purposes of the BT Control Centre Service Agreement be deemed to be the act or omission of You.
- 4.2 You shall procure that such Group members fully comply with the terms of the BT Control Centre Service Agreement. The relevant member of Your Group may, on request, be billed separately for the Charges incurred by that member, provided that You shall ultimately remain liable to pay all Charges in respect of the use of the Services by other members of Your Group.

#### **5 MOBILE SERVICES**

- 5.1 Each Service and Connection under the BT Control Centre Service Agreement shall remain Connected for its Minimum Activation Term and in consideration of the offer set out in the BT Control Centre Order Form You agree that any Existing Subscriptions shall start a new Minimum Activation Term commencing on the date of last signature of the BT Control Centre Order Form.
  - 5.2 We reserve the right to Disconnect Inactive Subscriptions or to re-allocate these where You request New Subscriptions, to enable the proper management of Inactive Subscriptions during the term of the BT Control Centre Service Agreement. Before exercising Our rights under this clause, We shall liaise with You to determine at Our sole discretion whether there is a justifiable reason for the Inactive Subscriptions to remain Connected to the Network.
  - 5.3 Subscriptions may be provided with access to other services, terms of which are to be agreed in writing, but
- Confidential © British Telecommunications plc 2025 BT Control Centre Service Schedule IoT (CPS & SMB)\_1.0

in the absence of Charges will be in accordance with the BT Control Centre Price Guide.

- 5.4 Where a regulatory authority requires the re-allocation or change of phone numbers, We reserve the right (without liability) to change the phone numbers allocated to You to access the Services but shall use Our reasonable endeavours to minimise the disruption caused.
- 5.5 It is Your responsibility to configure at Your own cost any virtual private Network which You, Resellers or End-Users may use in conjunction with the Services. We do not warrant that any virtual private Network not specifically approved for use by Us will be compatible with the Services and shall bear no liability for any such lack of compatibility.
- 5.6 You agree that the EU Data Landing Roaming Regulations shall not apply.

## **6 VARIATIONS BY US**

- 6.1 We may issue a Notice of Variation to You to vary the provisions of the BT Control Centre Service Agreement where such variation is required in Our reasonable opinion as a result of:
  - 6.1.1 any legislation, statutory instrument, government regulation, regulatory requirement or licence;
  - 6.1.2 changes imposed by third party manufacturers or suppliers; or
  - 6.1.3 a change to Our operations (including a change to or withdrawal of any Services or Equipment) or alterations to the Network, provided such change is also implemented in relation to the majority of Our BT Control Centre customers.
- 6.2 If We make any variation to the BT Control Centre Service Agreement of material detriment to You, We will give You at least 30 days' written notice of the variation (save where this is not practicable due to a change imposed by a legal or regulatory body) and You will have the right to terminate the relevant Service and/or Equipment in accordance with clause 8.6 without liability.
- 6.3 Notwithstanding clause 6.2, We may from time to time vary the prices, terms and conditions set out in Our BT Control Centre Price Guide. You agree that such variations shall take effect from the date we notify You that the BT Control Centre Price Guide has changed and that deemed receipt of the new BT Control Centre Price Guide shall constitute adequate notification of the variation. We shall use Our reasonable endeavours to provide You with the variations at least 30 days before any such change comes into effect.
- 6.4 We may at any time and without liability choose to update, upgrade, modify or withdraw elements of the Provisioning Portal functionality or suspend access to or withdraw the Provisioning Portal entirely.
- 6.5 We may update the Approved Modems referenced in the General Specification from time to time.
- 6.6 You agree that the variations referred to in clauses 6.3, 6.4 and 6.5 shall take effect from the date we notify you of a revised and amended General Specification and that deemed receipt of such publication shall constitute adequate notification of the variation. We shall use Our reasonable endeavours to provide you with the revised version at least 30 days before any such change comes into effect.
- 6.7 All other variations to the BT Control Centre Service Agreement may only be made by agreement of the parties in accordance with clause 5.
- 6.8 A variation made in accordance with clauses 6.3, 6.4 and 6.5 shall not give you a right pursuant to clause 6.2.

## **7 SUSPENSION**

- 7.1 We may, without liability to You, Suspend any relevant part, or where necessary all, of the Services:
  - 7.1.1 during any technical failure, modification or maintenance of the Network;
  - 7.1.2 upon instruction by emergency services or any government, regulatory or appropriate authority;
  - 7.1.3 where necessary to safeguard the integrity and security of the Network (including concentrated outgoing requests for Connection in a short period of time) or to reduce fraud; or
  - 7.1.4 where We have the right to terminate pursuant to clause 8.
- 7.2 We shall use Our reasonable endeavours to keep any Suspensions under clause 7.1 to a minimum, to provide prior notice where possible and to restore the Services as soon as reasonably practicable.
- 7.3 Where a User has caused You to be in breach of any of Your obligations under clause 5, We may Suspend the Services to that specific User, but where practicable We shall use Our reasonable endeavours to notify You in advance of such Suspension to allow the opportunity for the alleged breach to be remedied.
- 7.4 Without prejudice to Our other rights under the BT Control Centre Service Agreement, We may additionally Suspend the relevant Service(s) where We have not received payment of outstanding Charges for those Services (including any accrued interest) within 30 days of the due date for that payment, or where any agreed credit limit on the Charges has been exceeded by You.
- 7.5 We may delay Connection or Suspend Services to a relevant SIM Card if there are reasonable grounds to suspect that information provided by You is inaccurate or the signatory for You is not authorised to sign on behalf of You.
- 7.6 You shall remain liable for all Charges during any period of Suspension, and where the Suspension has been implemented under clauses 7.3 or 7.4, You shall also pay all reasonable costs and expenses incurred by Us in



the implementation of the Suspension and any Suspension Lifting Fee per Subscription. We shall restore the Services as soon as the circumstances which gave rise to the Suspension are remedied.

7.7 We may suspend Your access to the Provisioning Platform if We are notified by our Supplier that Your use or an End-Users use of the Service is contrary to the relevant export regulations of the United States of America.

## **8 TERMINATION**

- 8.1 You may terminate the BT Control Centre Service Agreement in whole or in part and may Disconnect any Connection at any time by giving Us 30 days' written notice.
- 8.2 We may terminate the BT Control Centre Service Agreement in whole or in part by giving You 30 days' written notice, provided such notice does not expire before the end of the relevant Minimum Activation Term(s).
- 8.3 We may terminate the BT Control Centre Service Agreement on 12 months' written notice if the BT Control Centre Service is to be withdrawn and not replaced.
- 8.4 Either party may terminate the BT Control Centre Service Agreement in whole or in part at any time by notice in writing if the other party:
  - 8.4.1 is in Material Breach of any of the terms of the BT Control Centre Service Agreement, by giving written notice specifying the breach and (if capable of remedy) requiring it to be remedied. If the breach is not remedied within 21 days of the date of the notice, the BT Control Centre Service Agreement shall end on the expiry of the 21 day notice period. If the breach is not remediable, termination will take effect immediately; or
  - 8.4.2 becomes subject to an Insolvency Event, termination will take effect immediately.
- 8.5 Termination Charges (including any unpaid Minimum Spend) will be payable if:
  - 8.5.1 the BT Control Centre Service Agreement is terminated in whole or in part or a Service element such as a BT Control Centre Additional Service is terminated early by You under clause 8.1 or by Us under clause 8.3;
  - 8.5.2 a Subscription is Disconnected before the end of the Minimum Activation Term;You acknowledge that the Termination Charges represent a genuine pre-estimate of the loss suffered by Us due to early termination, having regard to the overall commercial deal between the parties and that the Termination Charges do not represent a penalty.
- 8.6 You may terminate a BT Control Centre Additional Service or an order for Equipment without liability for Termination Charges by giving Us 30 days' written notice where We have varied the terms of, or increased the Charges under, the BT Control Centre Service Agreement (excluding the BT Control Centre Price Guide) pursuant to clause 6 in relation to that specific Service or Equipment to Your material detriment (excluding any effect on Resellers and End Users). This right to terminate ends 60 days after the date on which the variation became effective. For the purposes of this clause, the parties agree that an increase in Charges of an amount equal to or less than the percentage increase in the All Items Index of Retail Prices published by the Central Statistical Office in the Monthly Digest of Statistics in any 12 month period shall not constitute a material detriment to You.

## **9 CONSEQUENCES OF TERMINATION**

- 9.1 Upon termination of the BT Control Centre Service Agreement (in whole or in part) for any reason, the following shall apply (and where terminated in part, shall apply to that part) subject to clause 9.2:
  - 9.1.1 the parties will pay all Charges due and payable to each other (including any applicable Termination Charges or Minimum Spend whichever is greater) and any unused Credits shall be offset by Us against the Charges with any remainder forfeited;
  - 9.1.2 We shall no longer supply and You shall immediately cease Connecting Users and using the Services (except Software embedded in Equipment to which You have title) and Your Subscriptions will be Disconnected; and
  - 9.1.3 the parties must promptly on request return or destroy all confidential information and also return any property belonging to the other (and where requested provide written confirmation of this).
- 9.2 Notwithstanding the above, where all or part of the BT Control Centre Service Agreement has been terminated:
  - 9.2.1 by You pursuant to clause 8.4(a) (material or persistent breach), clause 8.4(b) (insolvency), or
  - 9.2.2 at any time by You pursuant to clause 8.6 (variations), or
  - 9.2.3 by Us pursuant to clause 8.3; or
  - 9.2.4 by either party pursuant to Clause 29 (force majeure)You will only be obliged to pay the Charges (including any Minimum Spend or Minimum Activation Term) pro-rated up until the date of termination and any Credit shall be refunded by You to Us on a pro-rated basis after the date of termination.
- 9.3 If We terminate the BT Control Centre Service Agreement in full in accordance with clauses 8.4 or Clause

29 then (without prejudice to any other rights and remedies) We may at our discretion require You to transfer Your rights and obligations to Resellers and End-Users to Us or Our appointed nominee.

9.4 You agree to, within 30 days of Our written request, (i) return all

Equipment on a without charge basis in good condition or (ii) pay to Us the cost price (minus any agreed depreciation) for such Equipment.

9.5 We will provide reasonable assistance to You in accordance with standard telecommunications industry practice in relation to any transfer of Services to another telecommunications operator.

9.6 Termination or expiry of the BT Control Centre Service Agreement (or any part of it) will not affect either party's accrued rights or liabilities and provisions of the BT Control Centre Service Agreement which are intended by their nature to survive termination shall continue in force (including clauses 3, 9, 10, 28, 17, 18 and 31), together with any other provisions necessary for their enforcement or interpretation. The entire Minimum Spend will survive early termination.

9.7 Termination of a BT Control Centre Additional Service will not, unless otherwise stated in the BT Control Centre Additional Service agreement, terminate the BT Control Centre Service Agreement in its entirety or the BT Control Centre Order Form or other BT Control Centre Additional Service.

## **10 SOFTWARE LICENCE**

10.1 The Services and Equipment provided under the BT Control Centre Service Agreement may contain or use BT Software or Licensed Software. Where BT Software is provided, We grant You a non-exclusive, revocable, non-transferable licence (without the right to sub-licence) to use any such BT Software in object code form for the purpose of properly accessing the Services for the duration of the BT Control Centre Service Agreement. Any Licensed Software provided or accessed shall be governed by the terms of the relevant licence which shall comprise Your sole rights and remedies in respect of such Licensed Software.

10.2 If You do not accept the licence terms relating to the Licensed Software, You shall not use the relevant feature of the Service to which the Licensed Software relates and We shall not be required to deliver the relevant Service. You shall indemnify Us and keep Us indemnified in full and on demand for any claim or for any losses incurred or suffered by Us (including any legal costs) arising from any failure of You to comply with the terms of the Licensed Software or BT Software.

10.3 The licence granted under the BT Control Centre Service Agreement to use BT Software may be terminated if You dispute the ownership of any Intellectual Property Rights under the BT Control Centre Service Agreement, fail to comply with any term of the BT Control Centre Service Agreement or if the continued use or possession of the BT Software infringes the rights of any third party. The licence shall further be subject to You:

10.3.1 undertaking not to copy, reproduce, translate, adapt, vary, modify, sub-license, decompile, reverse engineer or create derivative works from or allow any third party access to any BT Software (or any part of it) unless expressly permitted to do so by BT or by relevant law; and

10.3.2 not using the BT Software on any equipment other than the Equipment, unless otherwise expressly specified or approved by Us.

10.4 BT Software delivered to You by electronic means cannot be reissued and You shall ensure that correct email addresses are provided for these purposes and that any firewall or other protection will not prevent such delivery.

## **11 CREDIT SECURITY**

- 11.1 We may carry out credit assessments of You with licensed credit reference agencies when an application is made to Us for the provision of any Services and/or Equipment and as reasonably required during the term of the BT Control Centre Service Agreement (including when additional Services or Equipment are requested). Such agencies will record Our search.
- 11.2 We can at Our sole discretion decide whether Your credit status is acceptable and reserve the right to refuse to supply and/or limit the supply of a particular Service and/or Equipment, impose a credit limit on Your account, or terminate the BT Control Centre Service Agreement in the event Your credit status changes.
- 11.3 At Your request, We will provide details of the credit reference and fraud prevention agencies that We share information with.
- 11.4 We will not carry out personal credit assessments of any individuals associated with You without the prior consent of such individuals.

## **12 INEFFECTIVENESS**

- 12.1 In the event that any court, pursuant to the Public Contracts Regulations 2006 or Council Directive 2007/66/EC, makes a declaration of ineffectiveness or orders that the Minimum Activation Term of any Service under the BT Control Centre Service Agreement be shortened, then that Service will be terminated and You shall pay the Termination Charges or Minimum Spend.
- 12.2 If You are a central government department, local authority or other public sector entity You warrant and represent that You have entered into the BT Control Centre Service Agreement in compliance with the Public Contracts Regulations 2006.

## **13 TRANSFER OF THE BT CONTROL CENTRE SERVICE AGREEMENT**

- 13.1 You shall not assign, transfer, mortgage, charge, sub-contract or deal in any other manner with any of Your rights and obligations under the BT Control Centre Service Agreement without the prior written consent of Us (such consent not to be unreasonably withheld or delayed).
- 13.2 In addition to our rights under clause 3.13, We may novate the BT Control Centre Service Agreement or assign any of Our rights hereunder to (i) any entity or person within Our Group, or (ii) any entity or person to whom We transfer the whole or part of Our business. You agree that You will within 14 days of a request from Us enter into a deed of novation on terms we reasonably request to give effect to a novation under this clause.
- 13.3 We may sub-contract any of Our obligations under the BT Control Centre Service Agreement provided We remain liable to You to the extent set out in the BT Control Centre Service Agreement for such performance.
- 13.4 You shall ensure such sub-contractors are provided with such assistance and information necessary to enable Us to complete Our obligations.