



# ***Conditions for BT Chargecard Service Billed to a Telephone Number or Bank Account***

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# Conditions for BT Chargecard Service Billed to a Telephone Number or Payment Card or Bank Account

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## 1. The Service

- 1.1 We agree to provide you with Service on the following terms and conditions.
- 1.2 This Contract does not include provision of any exchange line and related telephone service.
- 1.3 The definitions used in these Conditions for BT Chargecard Service are in paragraph 20.

## 2. Provision of Service

- 2.1 You promise us that you are authorised to apply for the Service and that if you are an individual you are aged 18 years or over and that calls made using the Service can properly be billed to the Related Telephone Number or Relevant Bank Account or Nominated Payment Card as applicable.
- 2.2 We will use reasonable endeavours to provide Service to you by any date we have agreed with you but we do not guarantee to do so.
- 2.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider. The Service is not guaranteed to be fault free and BT does not undertake that it is.
- 2.4 The Service is available in the UK and in the other countries listed in the BT Price List. The Service is not available from all telephones in the United Kingdom or in other countries and may be restricted to areas and telephones where access to the Service is possible.

## 3. Your Responsibilities

- 3.1 You must use the BT Chargecard, Account Number and PIN properly and take all reasonable steps to make sure that they are used properly by any Cardholder. You and each Cardholder must keep the BT Chargecard, Account Number and PIN securely and must not allow them to be used by any person who is not a Cardholder. You must not try to use any BT Chargecard, Account Number or PIN after it has ceased being valid. The BT Chargecard remains our property at all times and you must return it to us immediately on request.
- 3.2 You must tell us immediately, and provide written confirmation within seven days of any telephone notification, if:

- 3.2.1 the BT Chargecard is lost or stolen or if an Account Number or PIN has become known to someone not authorised to use it;
- 3.2.2 a Cardholder's authority to use the BT Chargecard is withdrawn by you; or
- 3.2.3 a BT Chargecard is likely to be used in an unauthorised way.

- 3.3 We may issue instructions to you and Cardholders on the use of the Service and you must observe these instructions and take reasonable steps to ensure that Cardholders observe them.

## 4. Validity of BT Chargecards

- 4.1 A BT Chargecard is not valid if:
  - 4.1.1 telephone service to the Related Telephone Number has been terminated or suspended; or
  - 4.1.2 the Nominated Payment Card has been cancelled, withdrawn or suspended; or
  - 4.1.3 the Relevant Bank Account is closed for whatever reason; or
  - 4.1.4 it has not been used during the 18 month period from the date of issue, unless we have extended its validity; or
  - 4.1.5 we are told about any matters set out in paragraph 3.2.

## 5. Our Charges

- 5.1 You must pay all charges resulting from the use of the BT Chargecard. Depending on the Service provided, either:
  - 5.1.1 the charges will be included in the telephone bill for the Related Telephone Number; or
  - 5.1.2 you authorise all such charges to be invoiced to you and you will contact BT to pay the charges on your Nominated Payment Card in accordance with the terms of the invoice; or

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5.1.3 you authorise all such charges to be billed to the Relevant Bank Account.

Charges resulting from the use of the BT Chargecard will be as specified in the BT Price List.

5.2 You will continue to be liable to us for any charges if, for whatever reason, the Nominated Payment Card or Relevant Bank Account is cancelled, withdrawn or suspended or if payment to BT (or to any intermediate bank or financial institution) is withheld by the issuer of the Nominated Payment Card or is not received from the Relevant Bank Account. All such charges shall be payable by you immediately on demand from us.

5.3 If a BT Chargecard is used by a person not authorised by you your liability to us for any charges incurred as a result in respect of that BT Chargecard is limited to £25. You will not be liable to us for any use not authorised by you which occurs after you have notified us under paragraph 3.2 or which occurs before you or a Cardholder have received the relevant BT Chargecard from us.

## 6. Changes in the Service

We may at any time change the Account Number or the PIN, or any name or code allocated by us to you or a Cardholder for use with the Service or any other feature of the Service. You will be advised by telephone, e-mail or in writing of any change to the Account Number or the PIN that is initiated by BT. If you ask us to make any change to the Service, we may ask you to confirm your request in writing. Any change will be subject to our agreement.

## 7. Call Allowances

7.1 If we allocate to you or a Cardholder a limit on the value of calls that may be made in respect of any particular time period and/or an overall limit for calls made using the Service, we can change these limits at any time and will notify you in advance of the change either by telephone, e-mail or in writing.

7.2 If you or a Cardholder, or anyone authorised by you, make calls which mean that you exceed these limits, you are still liable to pay for them. We reserve the right to suspend or terminate the Service immediately if you or a Cardholder exceed these limits.

## 8. Suspension or Termination of Service

8.1 We may suspend the Service or terminate this Contract, with immediate effect, if

8.1.1 you do not comply with any of its terms; or

8.1.2 the telephone service to the Related Telephone Number is suspended or terminated; or

8.1.3 any Nominated Payment Card is cancelled, withdrawn or suspended or;

8.1.4 the Relevant Bank Account is closed; or

8.1.5 payment by direct debit or by Nominated Payment Card is withheld for any reason.

8.2 We may suspend the Service in relation to a BT Chargecard if we have reason to believe that the BT Chargecard Account Number and PIN or Nominated Payment Card or any associated account number or personal identification number has been lost or stolen or that fraudulent use has occurred or may be occurring.

8.3 You may terminate the Service by giving us 7 days notice in writing to our appropriate office. The 7 days run from the date on which we receive the notice.

8.4 We may terminate the Service on one month's notice in writing to you.

8.5 We may terminate this Contract with immediate effect if you are subject to bankruptcy or equivalent proceedings, or if you become insolvent or make any arrangement or composition with or assignment for the benefit of your creditors, or if any of your assets are the subject of any form of seizure, or if you go into liquidation, either voluntary or compulsory, or if a receiver or administrator is appointed over any of your assets or business.

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## 9. Limitation of Liability and Indemnity

- 9.1 We accept liability for faults in the Service and our negligence, but only to the extent stated in this paragraph 9.
- 9.2 We do not exclude or restrict our liability for death or personal injury resulting from our negligence, nor any liability arising under Part 1 of the Consumer Protection Act 1987.
- 9.3 Our liability to you in contract, tort or otherwise (including for our negligence) arising in relation to this Contract is limited to £1,000,000 for any one incident or related series of incidents and £2,000,000 for any series of incidents related or unrelated in any period of 12 months.
- 9.4 In any event we have no liability for any loss that is not reasonably foreseeable, nor for any direct or indirect loss of business, revenue, profit or savings you expected to make, wasted expense, financial loss or data being lost or harmed.
- 9.5 We do not accept liability for the acts or omissions of other providers of telecommunications services or networks or for the availability or performance of such services or networks.
- 9.6 If you use the Service for business purposes you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Service is faulty or cannot be used by them.
- 9.7 Each provision of this paragraph 9 operates separately in itself and survives independently of the others.

## 10. Changing this Contract

- 10.1 Sometimes we will need to change our charges and the conditions of the Contract. We will publish details of any changes in the BT Price List before they happen.
- 10.2 We will also let you know about these changes at least one month before they happen if we believe that the increase or change is likely to be to your significant disadvantage.
- 10.3 If changes need to be made by us to meet legal and regulatory requirements, we may be unable to meet these timescales. However, we will let you know about these changes as soon as we reasonably can.

## 11. Service of Notices

We may send you any bill or written notice required by this Contract to the address for the Related Telephone Number, if applicable, or any other address you have given us.

## 12. Matters Beyond Our reasonable Control

If we cannot do what we have promised in this Contract because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind, (including those involving our employees), we will not be liable for this.

## 13. General Powers of BT

- 13.1 Without prejudice to any other power or right, we reserve the right:
- 13.1.1 in an emergency, to cease summarily to provide the Service to any person;
- 13.1.2 to suspend the Service for repair, maintenance or other work in relation to our telephone system or associated apparatus or property.

## 14. Misuse of Service

- 14.1 The Service must not be used:
- 14.1.1 to make offensive, indecent, menacing, nuisance or hoax calls; or
- 14.1.2 fraudulently or in connection with a criminal offence.
- 14.2 If a person makes use of the Service in contravention of paragraph 14.1 above we may, without prejudice to any other right or remedy we may have, interrupt and/or terminate any call (without any obligation to refund any sums paid for the call) and refuse to give Service to that person or in relation to the Account Number concerned. This applies even if you do not know that the calls are being made or that the Service is being used in such a way. If a claim is made against us because the Service is misused in contravention of paragraph 14.1 above and you committed the misuse or you deliberately or negligently allowed another person to

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misuse the Service, you must reimburse us in respect of any sums we are obliged to pay in relation to the claim.

## 15. Resolving Disputes

We will try to resolve any disputes with you. However, if the parties cannot agree, you may refer the dispute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out in BT's Code of Practice for consumers and small businesses.

## 16. Customer Call Information

Because calls made using the Payment Card Service are billed by third parties and may be itemised in detail on the bill or statement concerned, it is necessary for us to pass to card issuers or their billing agents or other third parties involved in billing in relation to the Service details of calls made using the Service (which may include, for example, date of call, called number, call duration, account number and geographical origin of call). Use of the Service constitutes consent to us passing such information.

## 17. Severability

If any provision in this Contract is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected by that finding.

## 18. Third Party Rights

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

## 19. Transferring this contract

You cannot transfer or try to transfer this Contract or any part of it to anyone else.

## 20. Definitions and Interpretation

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

**"Account Number"** means your, or a Cardholder's account number for the Service, as issued by us.

**"BT"** means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England.

**"BT Chargecard"** means a card (or any other medium) containing the Account Number and issued by us from time to time in relation to this Contract for use with the Service.

**"BT Price List"** means our published list of charges and terms that apply to the Service and which can be seen at: <http://bt.com/pricing> (or any other on-line address that we may advise to you) or by visiting us at one of our main offices.

**"Cardholder"** means a person nominated by you as a person to whom a BT Chargecard is to be issued under this Contract.

**"Contract"** means this contract incorporating these Conditions and the BT Price List.

**"Nominated Payment Card"** means a credit card, charge card, debit card or other payment card as nominated by you upon payment in accordance with the terms of the monthly invoice you will receive. This payment option is only available to Customers that paid for the Service by Credit or Debit Card before 1<sup>st</sup> October 2011.

**"Payment Card Service"** means the facility to make telephone calls by using a BT Chargecard where those calls are to be invoiced and paid for on a Nominated Payment Card.

**"PIN"** means a Personal Identification Number, identifying you or a Cardholder, provided for use in relation to the Service.

**"Related Telephone Number"** means the telephone number or exchange line provided to you by us and nominated by you as the one to which calls made using the Standard Service are to be billed.

**"Relevant Bank Account"** means the Bank account (or such other Account maintained with a relevant financial institution) nominated by you from which the cost of calls made using the BT Chargecard are to be paid.

**"Service"** means the service you have applied for (as described in the BT Price List) and we have agreed to supply, to be billed in accordance with one of the following options:

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- (a) Standard Service; or
- (b) Payment Card Service; or
- (c) billing to a Relevant Bank Account.

**“Standard Service”** means the facility to make telephone calls using a BT Chargecard where those calls are to be billed to the Related Telephone Number.

**“We”** or **“us”** means British Telecommunications plc.

**“You”** means the customer we make this Contract with.

20.2 The definitions, notes, terms and conditions in the BT Price List are also part of this Contract.

20.3 The headings to the paragraphs in this Contract are for ease of reference only and do not affect their interpretation.