



Appendix to the Contract for BT Business Mobile Service

1. This appendix (the "Appendix") sets out the additional conditions (the "Additional Conditions") that apply to the Contract and are in addition to and amend the Product and Services Agreement (the "Conditions"), Service Schedule and Annex. The Customer indicates its agreement to the Additional Conditions by signing the order form and by using the BT One Mobile Service (the "Service").

Provision of the Service

2. Orders placed for the Service will be business to business transactions to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply.
3. 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.
4. 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.

Proper Use

5. 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.

Security

6. 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.
7. 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.
8. 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.
9. Any Customer Equipment will be adequately protected by the Customer against viruses and other breaches of security.

Internet Access

10. 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

11. 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.
12. 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.

Numbers

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

Indemnity

14. 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 8.1, 8.2, 9.2, 4.3 and 4.6 of the Conditions, and Clauses 5 to 9 (inclusive) of this Appendix. 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.
15. Any limitation of liability contained in the Contract will not apply in respect of claims brought under Clause 14 of this Appendix or Clause 5.8 of the Service Schedule.
16. If the indemnity in Clause 8.5 of the Conditions, applies, and none of the remedies in Clause 11.8 of the Conditions 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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Monitoring and recording calls

17. 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

18. 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.
19. 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.

WEEE Regulations

20. Clauses 9.3 and 9.4 of the Conditions are deleted and replaced as set out below:

The Customer will:

- 9.3 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;
- 9.4 be responsible for any information recording or reporting obligations imposed by the WEEE Regulations; and
- 9.5 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.

Charges and Payments

21. The Customer will be liable for charges for the Service from the Service Start Date, unless otherwise stated in the Charges Schedule.
22. Where on-line billing is made available by BT with the Service, BT will:
 - (a) notify the Customer via the Customer e-mail address agreed with BT 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 an on-line bill is available to view. No paper copies of bills will be provided;
 - (b) BT will hold bills on-line 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.

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23. Payment must be made by credit card, bank transfer or Direct Debit.
24. Payment will be due on the date specified on the bill or in accordance with the payment terms set out on the bill, unless otherwise stated in the Charges Schedule.
25. 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.
26. 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.
27. The Customer will be responsible for and will pay the charges for the Service whether the Service is used by the Customer or someone else.

Ending the contract

28. The Contract, the Service or part of the Service may be ended by either party on 28 days written notice to the other.
29. BT may suspend the Service or end the Contract, or both, at any time without notice if:
 - (a) BT reasonably believes that the Service is being used in a way forbidden by Clauses 8.1, 8.2, 9.2, 4.3 and 4.6 of the Conditions, and Clauses 5 to 9 (inclusive) of this Appendix. This will apply even if the Customer is unaware that the Service is being used in such a way. In such instance the Customer will continue to pay the charges during any period of suspension; or
 - (b) its 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 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.
30. 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 Charges 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 12.3 of the Conditions; or
 - (b) the Customer gives notice to end the Contract in accordance with Clause 28 of this Appendix because BT has notified the Customer as set out in Clause 19.5(b) of the Conditions (as amended) 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 14 of the Conditions applies or Clauses 33 and 34 of this Appendix apply.

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31. 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.

Freedom of Information

32. 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.

Additional Force Majeure Events

33. Neither party shall be liable for the acts or omissions of parties for whom the Customer or BT is not responsible.
34. BT will not be liable for failure to supply, or delay in supplying, the Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

Amendments to the Service Schedule

35. The following Clauses in the Service Schedule are amended as set out below:

Clause 1.8	<p>Clause 1.8 of the Service Schedule is amended as follows:</p> <p>1.8 The Customer agrees BT may migrate the Service to an alternative Network as determined by BT at any time and the Customer will cooperate with BT during the migration. The Customer will do (including but not limited to) the following:</p> <ul style="list-style-type: none">(a) enable the required replacement of BT SIM Cards for the alternative Network;(b) reload and/or amend specific settings on Devices and mobile devices not supplied by BT under the Contract; and(c) arrange for mobile devices not supplied by BT under the Contract to be unlocked. <p>The Customer agrees and accepts that the Customer may require internet access in order to undertake the above and that the migration may mean a temporary interruption to the Service under Clause 3.5 (a) of the Conditions.</p>
Clause 1.9	<p>Clause 1.9 of the Service Schedule is amended as follows:</p> <p>1.9 Where Devices and/or Evaluation Devices are provided under this Contract, Clauses 1.10 to 1.12 of this Service Schedule will apply in place of Clause 9.1 of the Conditions.</p>
Clause 1.15 (k)	<p>Clause 1.15 (k) of the Service Schedule is amended as follows:</p> <p>(k) Where a charge applies to the BlackBerry Software the Customer will pay</p>

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	<p>the applicable charge to BT. Any failure to pay the Charge will be dealt with by BT in accordance with Clause 6.4 and Clause 6.6 of the Conditions.</p>
<p>Clause 1.19 (h) (i), (iii), (iv) and (v)</p>	<p>Clauses 1.19 (h) (i), (iii), (iv) and (v) are amended as follows:</p> <p>(h) The Customer is responsible for:</p> <ul style="list-style-type: none"> (i) preparing the Site in accordance with Clauses 4.4 and 4.5 of the Conditions to enable installation of the On Site Transmission Equipment; (ii) installing the On Site Transmission Equipment for BT Signal Assist in accordance with the documentation provided with the On Site Transmission Equipment; (iii) allowing access to the Site in accordance with Clause 4.5 of the Conditions to enable BT to install the On Site Transmission Equipment for BT Office Signal Assist; (iv) providing a suitable place and conditions for the On Site Transmission Equipment in accordance with Clause 4.5 of the Conditions; (v) compliance with Clause 4.5(g) of the Conditions where the On Site Transmission Equipment is removed; (vi) registering the On Site Transmission Equipment in accordance with instructions provided with the On Site Transmission Equipment; (vii) ensuring that the: <ul style="list-style-type: none"> i. Customer has broadband that is compatible with the On Site Transmission Equipment. In addition to the speed limitations set out above, functionality of the On Site Transmission Equipment may be impacted by modems or other systems used by broadband providers other than BT; and ii. On Site Transmission Equipment is not modified in any way. (viii) notifying BT of any suspected or unauthorised use of the On Site Transmission Equipment.
<p>Clause 6.7</p>	<p>Clause 6.7 of the Service Schedule is replaced as follows:</p> <p>6.7 Where a payment is made, other than in accordance with Clause 23 of this Appendix, requiring BT to collect the payment via BT Payment Services Limited (a wholly owned subsidiary of BT) a payment processing fee (details of which are set out in Section 15 of the BT Price List) may apply which will be levied by BT Payment Services, and which will be deducted from any money received before any payment is allocated against the charges for the Service.</p>
<p>Clause 6.8</p>	<p>Clause 6.8 of the Service Schedule is replaced with the Early Termination Charges paragraph of the Charges Schedule.</p>
<p>Clause 8.1 (a)</p>	<p>Clause 8.1 (a) of the Service Schedule is amended as follows:</p>

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	<p>8.1 BT may bar the Customer's BT SIM Card preventing the Customer from making calls (other than to the emergency services), disconnect it from the Network or suspend the Service:</p> <p>(a) if the Customer fails to comply with Clauses 4.3 of the Conditions, Clauses 1.19 (h) to (k), 5.4 to 5.12 of this Service Schedule, Clause 5 of this Appendix and the terms set out in the Annex (where the Annex applies);</p>
Clause 8.3	<p>Clause 8.3 of the Service Schedule is amended as follows:</p> <p>8.3 If BT bars the BT SIM Card, disconnects it from the Network or suspends the Service, the Contract will continue. The Customer will pay all charges until the Contract is ended by notice under Clause 12 of the Conditions.</p>
Clause 9.1	<p>Clause 9.1 of the Service Schedule is amended as follows:</p> <p>9.1 Subject to Clause 9.2 of this Schedule and Clauses 13.1 and 13.2 of the Conditions, the limit of liability under Clause 13.3 of the Conditions is:</p> <p>(a) £250,000 for loss of or damage to physical property; and</p> <p>(b) £250,000 for all other direct loss or damage arising from any one incident or series of connected incidents and £500,000 for all incidents in any period of 12 months.</p>
Clause 10.1	<p>10.1 Clause 4 of the Conditions is amended as follows:</p> <p>Add an additional Clause 4.7:</p> <p>4.7 At BT's option and at the Customer's expense, the Customer will provide BT with access to the Site in accordance with Clauses 4.4 of the Conditions to remove the BT Equipment. Where the Customer does not provide BT with access or unduly delays allowing access, BT will charge the Customer its reasonable costs for replacing the BT Equipment.</p>
Clause 10.2	<p>10.2 Clause 19.15 of the Conditions is replaced as follows:</p> <p>19.5 Amendment:</p> <p>(a) The charges set out in the Charges Schedule may not be amended, modified or supplemented except by a document in writing signed by authorised representatives of both Parties. The Parties to an Order may amend, modify or supplement the terms of that Order by a document in writing executed by authorised representatives of both Parties to that Order.</p> <p>(b) BT may change:</p> <p>(i) the charges, other than those set out in this Charges Schedule; and</p> <p>(ii) the terms and conditions to comply with any law and to comply with any regulation, licence, code of practice, instruction or guidelines issued by a regulatory authority or to comply with any conditions imposed on BT by a supplier,</p> <p>BT will notify the Customer of changes made in accordance with</p>

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	<p>this Clause 19.15 (b) as follows:</p> <ul style="list-style-type: none"> (i) by publishing on line at http://www.bt.com or any other online address that BT may advise to the Customer); or (ii) by letter to the address to which BT sends bills or to the Customer's primary email address. <p>Where a change under Clause 19.15 (b) is to the Customer's significant detriment, BT will provide at least one month's notice before the change is to take effect, and for all other changes at least one days' notice before the change is to take effect; and the Customer may give BT notice in accordance with Clause 28 of the Appendix to end the Contract:</p> <ul style="list-style-type: none"> (i) within one month of the date of notification where BT has notified the Customer in writing (including email) of the change; or (ii) within 3 months of the date of notification where BT has notified changes online at www.bt.com (or any other online address that BT may advise the Customer) and has not notified the Customer in writing. <p>A new Clause 19.16:</p> <p>19.16 Where the Customer orders an additional option to be applied to a Connection provided under this Contract, the terms and conditions applicable to that option will apply and will be incorporated into the Customer's Contract. The terms and conditions applicable to that additional option will be as detailed in the Charges Schedule or Section 10b of the BT Price List.</p>
Clause 10.3	<p>10.3 Clause 19.3.2 of the Conditions is replaced as follows:</p> <ul style="list-style-type: none"> (a) Notwithstanding any other provision in this Contract, the Customer agrees that, for BT to provide the Service, Customer Data may be: <ul style="list-style-type: none"> (i) held on a variety of systems, networks and facilities worldwide including systems and databases used by BT help desks, service desks and/or network management centres used for providing the Service and/or used for billing, sales, technical, commercial and/or procurement purposes; (ii) located, hosted, managed, accessed or transferred worldwide; and (ii) provided or transferred by BT to a Group Company, subcontractor or supplier worldwide to the extent necessary to allow that Group Company, subcontractor or supplier to perform its obligations in respect of the Service. (b) The Customer will be the data controller and BT will be the data processor in relation to any processing of Customer Personal Data. (c) Each Party will comply with any data protection laws applicable to it in its processing of Customer Personal Data under or by virtue of this Contract.

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	<p>(d) BT will only process Customer Personal Data to the extent necessary to provide the Service in accordance with this Contract and will:</p> <ul style="list-style-type: none"> (i) implement and maintain measures, in accordance with its security policies as amended from time to time, to protect Customer Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access; and (ii) transfer Customer Personal Data outside of the EEA, including to a Group Company, subcontractors or suppliers where required to provide the Services. <p>(e) The Customer will provide sufficient notice and obtain sufficient consent and authorisation, under any applicable laws, from any relevant data subject to permit the processing of any Customer Personal Data by BT, its respective Group Companies, subcontractors or suppliers as provided for in this Contract.</p> <p>(f) The Customer agrees that BT, to the extent permitted by law, will not be liable for any complaint, claim or action brought by a data subject arising from any action or omission by BT to the extent that such action or omission resulted from:</p> <ul style="list-style-type: none"> (i) any failure by the Customer to comply with Clause 19.3.2 of the Conditions as substituted by Clause 10.3 of this Service Schedule (as amended); or (ii) BT complying with any instructions of the Customer or acting on behalf of the Customer in accordance with those instructions, <p>and the Customer shall indemnify, hold harmless and defend BT from and against any such claims or actions brought against BT.</p>
<p>Clause 10.4</p>	<p>10.4 Clause 16 of the Conditions is replaced as follows:</p> <p>16 Notices</p> <p>16.1 All notices given under this Agreement shall be in writing and in English. Except for notices given in accordance with Clauses 3.5 and 19.5 (b) of the Conditions, and unless the Parties agree otherwise or local law and regulations provide otherwise, notices shall be sent by prepaid post, facsimile or by electronic mail to the other Party at the address, fax number or email address set out in these General Terms and Conditions, or any other address notified from time to time including as updated on an Order.</p> <p>16.2 Notices given under Clause 16.1 of the Conditions are deemed to be given by the sender and received by the addressee: (a) if sent by prepaid post, three (3) Business Days from and including the date of postage; or (b) if sent by facsimile, when transmitted to the addressee; but if transmission is on a day that is not a Business Day or after 4 p.m. in the addressee's time zone, it is deemed to be duly given and received on the next Business Day; or (c) if sent by electronic mail, when sent to the addressee.</p>

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Clause 10.5	10.5	<p>The definition of Contract, and the order of precedent set out in Clause 1 of the Conditions, is amended as follows:</p> <p>Contract means, in order of precedence:</p> <p>the Charges Schedule, including the order form; the Appendix; the BT Price List; the Service Schedule (including the Annex where the Customer has ordered any of the Services included in the Annex); the Conditions; and any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.</p>
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Amendments to the Annex

36. The following Clauses in the Annex are amended as set out below:

Clause 1.	<p>Clause 1 of the Annex is amended as follows:</p> <p>The following terms and conditions will apply where the Customer is contracting for one of the Services stated below. They apply in addition to:</p> <ul style="list-style-type: none">(a) The Charges Schedule, including the order form;(b) The Appendix;(b) The BT Price List;(c) The Service Schedule for BT Business Mobile Service;(d) The Conditions
Clause 3.9 (d)	<p>Clause 3.9 (d) of the Annex is amended as follows:</p> <p>The Customer will be charged for CALs and for any renewals by BT and that any failure to pay for a CAL or a renewal will be dealt with by BT in accordance with Clauses 6.4 and 6.6 of the Conditions.</p>