



Conditions for Telephone Service from a BT Payphone

Important information

This agreement sets out your legal rights as a BT customer.

Your agreement with us for this service is made up of:

- these conditions; and
- the charges.

You can see a copy of the charges online at:

http://www.serviceview.bt.com/list/public/current/Call_Charges_boo/3545_d0e5.htm#3545-d0e5 or
<http://www.payphones.bt.com/publicpayphones/paymentprices.htm>

WHAT WE PROVIDE

1. These conditions apply to:
 - (a) the service described in these conditions; and
 - (b) any equipment that we provide so that you can use the service, including any housing or kiosk containing the equipment or panels that the equipment is attached to.
2. The service we provide to you under these conditions should not be used for business.
3. These conditions apply to your use of:
 - (a) public BT payphones - a BT payphone located in a public place; and
 - (b) managed BT payphones – a BT payphone located on private property with the owner's permission, for example, in a shopping centre.

These conditions do not apply to payphones rented or purchased from BT or any other payphone not provided by BT.

4. The service we agree to give you is:
 - (a) the facility to make or receive a phone call from a BT payphone; and
 - (b) any other facilities (including the ability to send or receive information, for example, text messages, e-mail or internet access) that we make available to you from a BT payphone.

Using the service

5. When using the service you agree to follow any reasonable instructions that we may give you.
6. You must not use the service:
 - (a) in any way which breaks any law or the conditions of any licence or rights of others or, if the service is used to access the internet, our acceptable use policy which we may amend from time to time (you can find this at <http://www.bt.com/acceptableuse/>);
 - (b) to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety;

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- (c) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, defamatory obscene or menacing; or
 - (d) in any way which we reasonably think will, or is likely to, affect how we provide the service to you or any of our customers.
7. If we believe you are using the service in any of the ways described in paragraph 6, we may take immediate action to end a phone call or any other facility provided from a BT payphone.
8. You must not:
- (a) affix anything (including stickers, posters or leaflets) directly or indirectly to any equipment that we provide so that you can use the service, including any housing or kiosk containing the equipment or panels that the equipment is attached to ; or
 - (b) electrically connect anything to any equipment that we provide so that you can use the service; or
 - (c) place or use anything in such a way or position in relation to any equipment, that it is capable of transmitting or receiving any message or communication to or from the telephone line connected to the equipment.
9. If you use a BT payphone to access the internet, you accept that we may restrict access to certain web pages which we feel are not suitable to be viewed in places accessible by the general public.

Quality of the service

10. We aim to provide a continuous, high-quality service. If something goes wrong, we will work on any problem that is reported to us in line with our normal repair procedures.

Paying for services

11. Charges for phone calls made from a public BT payphone will be published in BT's price list and are available on request from BT's 100 Operator Service.
12. Charges for:
- (a) phone calls made from a managed BT payphone; and
 - (b) any other facility available from a BT payphone
- will be published online at <http://www.payphones.bt.com/publicpayphones/paymentprices.htm> and are available on request from BT's 100 Operator Service.
13. All charges will be calculated using the details recorded by the charging mechanism in the BT payphone or at the telephone exchange.
14. Unless stated in our published charging information, all charges are inclusive of VAT.

Changing these conditions

15. Sometimes, we will need to change the charges or the conditions of the service. We will let you know the details of any changes by publishing:
- (a) changes to the charges for phone calls from public BT payphones in the BT price list at least two weeks before the change happens; and
 - (b) changes to the charges for phone calls from managed BT payphones online at <http://www.payphones.bt.com/publicpayphones/paymentprices.htm> at least one day before the change happens; and

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- (c) changes to the charges for any other facility available from a BT payphone online at <http://www.payphones.bt.com/publicpayphones/paymentprices.htm> at least one day before the change happens; and
- (d) any other changes to these conditions in the BT price list or online at <http://www.payphones.bt.com/publicpayphones/paymentprices.htm> at least two weeks before the change happens.

16. For changes we need to make to meet legal and regulatory requirements we may not be able to meet the timescales detailed in paragraph 15. We will let you know about these changes as soon as we can.

Our responsibility to you

- 17. We accept responsibility if you are injured or die as a result of our negligence. We will not limit this responsibility.
- 18. Unfortunately, we cannot guarantee that the service we provide will never be faulty.
- 19. We have no responsibility to pay you compensation for financial loss, for any information which is lost or corrupted, or for any loss that could not have been reasonably foreseen (expected) because you have used the service for business.
- 20. Except as described in paragraph 17, we will not pay you more than £10,000 in compensation (even if we have been negligent) in any 12-month period.

Matters beyond our reasonable control

- 21. Sometimes we may not be able to do what we have agreed because of something beyond our reasonable control. This could include very severe weather. In these cases, we do not accept responsibility for what has happened.

Other things we may need to do

- 22. We may monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services. We also record all calls to the 999 or 112 emergency services.
- 23. Occasionally, we may have to:
 - (a) interrupt the service – if we do so, we will restore it as quickly as we can;
 - (b) make minor changes to certain technical specifications, including limits for transferring information which are associated with the service.

Sorting out disputes

- 24. We will try to work through any disputes that you may have with us. However, if we cannot do this, you may refer the matter to any relevant service which sorts out disputes. Details of these, and of how to refer a dispute, are set out in our [Code of Practice for Consumers and Small Businesses](#).