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## **POOL CONTRACT**

THIS CONTRACT is made BETWEEN

**BRITISH TELECOMMUNICATIONS plc.**

Whose registered office is at **81 Newgate Street, London EC1A 7AJ**

Registered in England No. **1800000**

AND [ ]

Whose registered office is at [ ]

Registered in England No [ ]

## 1. DEFINITIONS

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

**“BT Service Centre”** – the BT service centre as advised to the Customer by BT from time to time, supporting the Services provided under this Contract.

**“Commitment Number”** - the number of Private Circuits specified in Schedule 2 Part 1 chosen by the Customer. The actual number of circuits covered by this Contract is subject to paragraph 5.4.

**“Contract”** - this contract for Pool Circuits between the Customer and BT incorporating these terms and conditions, the Price List and the attached Schedules.

**“Contract Start Date”** - the date specified in Schedule 2 Part 2, on which the Contract Term for this Contract is to begin.

**“Contract End Date”** –the date specified in Schedule 2 Part 2, on which the Contract Term for this Contract is to end.

**“Contract Term”**- is the period specified in Schedule 2, Part 2 and will begin on the Contract Start Date and end on the Contract End Date.

**“Pool Circuits”** - the Private Circuits set out in Schedule 1 of this Contract, as may be amended by the parties from time to time in writing.

**“Pool Scheme”** - the Pool Circuit discount scheme, as set out in the Price List.

**“Pool ID”** - an alphanumeric code unique to this Contract allocated by BT to the Customer for the purpose of placing orders under this Contract.

**“Price List”** – the document containing a list of BT’s charges and terms that apply to the Service and which can be seen at: <http://www.bt.com/pricing> or any other online address that BT may advise the Customer.

**“Private Circuit”** - any circuit eligible for this Contract as defined in the Price List.

**“Service”** – the service defined in the Standard Contract.

**“Standard Contract”**- a contract on the BT standard conditions applicable to the type of Private Circuit concerned.

## 2. GENERAL

2.1 BT agrees to provide the Customer with Service on the Pool Circuits on the Standard Contract as amended by this Contract

2.2 The Customer shall specify the Private Circuits to be included in the Pool Circuits and the Commitment Number to apply to this Contract. The parties may, from time to time, agree an increase or a decrease (subject to the provisions of paragraph 5 below and the Price List) in the Commitment Number and Schedule 2, Part 1 and Schedule 3 shall be amended accordingly.

## 3. DURATION OF POOL SCHEME

3.1 The Contract becomes effective on the date it is signed by a BT person authorised to sign this Contract. The Contract Term will apply to all individual Pool Circuit Standard Contracts subject to this Contract. Any subsequent Contract Terms for this Contract will be as agreed by the parties in writing and Schedules will be amended accordingly.

3.2 At the end of the first Contract Term, if the parties have not agreed a further Contract Term, this Contract will terminate. Service will continue to be provided under the Standard Contract.

## 4. CHARGES AND BILLING

4.1 Pool Scheme charges shall apply to the Standard Contract for a Pool Circuit from the Contract Start Date or the date the relevant Private Circuit is added to the Pool Circuits.

4.2 If a Private Circuit has been added or taken out of the Pool Circuits between bill dates, BT will apportion rental pro-rata at the next bill.

## 5. POOL AMENDMENTS

5.1 The Customer may at any time add Private Circuits to the Pool Circuits provided the total number of Pool Circuits do not exceed 110% of the Commitment Number. The Customer will give BT details of any Private Circuit(s) it wishes to be included in the Pool Circuits. Existing Private Circuits will be added to the Pool Circuits from the date BT agrees with the Customer. Additional Private Circuits will be eligible and added to the Pool Circuits on the date the Private Circuit is provided to the Customer.

5.2 The Customer may at any time by notice to BT withdraw any Private Circuit from the Pool Circuits. Upon receipt of the notice by BT the Private Circuit specified in the notice shall cease to be counted within the Pool Circuits but will continue to be provided under a Standard Contract.

5.3 The Customer may at any time cease Service on any Private Circuit in accordance with the termination provisions of the Standard Contract. A Private Circuit shall cease to be counted within the Pool Circuits on the day Service is terminated.

5.4 If the number of Pool Circuits falls below 90% of the Commitment Number the Customer shall pay the additional charges as set out in the Price List.

## 6. TERMINATION OF POOL CONTRACT

6.1 If the Customer by notice to BT terminates this Contract before the end of the Contract Term specified in Schedule 2 the Customer must pay the charges as set out in the Price List, except in the circumstances outlined in paragraph 9.3.

6.2 On the date of termination of this Contract if the Customer wishes Service to continue on the Pool Circuits then the applicable Pool Circuits will be provided on a Standard Contract and charges will be raised at the Standard Contract rates.

## 7. OTHER RESPONSIBILITIES

7.1 BT will issue to the Customer a Pool ID which must always be used by the Customer when adding Private Circuits to the Pool Circuits and for all communications with BT with regard to this Contract. It will be the Customer's responsibility to control the issue and use of the Pool ID.

7.2 BT will only accept changes to the Pool Circuits when the Pool ID is used and the change is notified to the BT Service Centre. Any changes notified in this way will be deemed to have been placed with the Customer's authority.

7.3 The Customer is responsible for verifying any statement which BT may issue from time to time identifying the Pool Circuits.

## 8. GIVING NOTICE

8.1 Unless otherwise agreed or specified by BT a notice given under this Contract must be in writing and may be delivered by hand or sent by prepaid post to the addressee at the following addresses:

- (a) **To the Customer:** The address to which from time to time the Customer asks BT to send bills, or in the case of a limited company its registered office.

- (b) **To BT:** The address of the BT Service Centre nominated by BT or the address shown on the Customer's last bill or any alternative address which BT may specify from time to time.

## 9. VARIATION OF TERMS AND CONDITIONS

9.1 BT can change this Contract (including the charges) at any time.

9.2 BT will notify the Customer of any changes to the Contract by giving prior notice to the Customer which will be published online at <http://www.bt.com> (or any other online address that BT may advise the Customer) as follows:

- (a) for changes that are to the Customer's significant detriment, at least 30 days before the change is to take effect;
- (b) for all other changes, at least one day before the change is to take effect.

9.3 If a change is made by BT under paragraphs 9.1 and 9.2 which:

- (a) increases the Contract Term
- or
- (b) increases the 90% figure in paragraph 5.4
- or
- (c) reduces the discount applied to the prevailing Private Circuit annual rentals as specified in the Price List,

the Customer may, within 2 weeks of the date of change, terminate this Contract by notice to BT, in which event paragraph 6.1 shall not apply.

## 10. 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.

## 11. NOVATION

11.1 Subject to all relevant BT approvals (which the Customer acknowledges and agrees may not be granted in certain circumstances), the Customer may request novation of this Contract to a third party. If BT approves the novation, this Contract will be novated to the third party on the same terms and conditions, including charges, discount and Contract **Term** [Period].



# Conditions for Analogue Pool Contract

**SIGNED BY:**

A duly authorised person on behalf of [ ]

Name: [ ]

Signature: [ ]

Date: **DD/MM/YYYY**

**SIGNED BY:**

A duly authorised person on behalf of: **BRITISH TELECOMMUNICATIONS plc.**

Name: [ ]

Signature: [ ]

Date: **DD/MM/YYYY**





## SCHEDULE 2

### PART 1

The Commitment Number for this Contract is [ ] circuits

### PART 2

The Contract Term shall be [ ] years

Contract Start Date: **DD/MM/YYYY**

Contract End Date: **DD/MM/YYYY**





### **Schedule 3 – Record of Contract Changes**

The purpose of this Schedule is to keep a record of any changes that are made to the Contract during the Contract period

<b>Contract Change</b>	<b>Effective Date</b>	<b>Customer Signature</b>	<b>BT Signature</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

**Continue on supplemental sheet as necessary...**