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# Conditions for Customer Controlled Services

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## 1. CUSTOMER CONTROLLED SERVICES

1.1 We agree to provide you with the Customer Controlled Services on the following conditions.

1.2 This agreement does not include the provision of telephone service by BT, for which you must apply separately. An Account Number and PIN will not be issued to you unless you already have an agreement with us for telephone service.

1.3 There are explanations of some of the words used in this agreement in paragraph 13.

## 2. PROVISION OF THE CUSTOMER CONTROLLED SERVICES

We will try to provide the Customer Controlled Services to you by the date we have agreed with you but we will not be liable to you if we do not provide the Customer Controlled Services by that date.

## 3. YOUR RESPONSIBILITIES

3.1 You are responsible for the security and proper use of the Account Number and PIN allocated for your use. You must take all reasonable steps to make sure that User Numbers and PINs allocated to an Authorised User are kept secure and used properly. Neither you nor an Authorised User must try to use an Account Number or PIN after they have ceased to be valid.

3.2 You must tell us immediately if:

- (a) you have any reason to believe that your Account Number or PIN or those of an Authorised User have become known to someone not authorised to use it;
- (b) you withdraw an Authorised User's authority to use the Customer Controlled Services provided to you; or
- (c) you have any reason to believe that your Account Number or PIN or those of an Authorised User are likely to be used in an unauthorised way.

3.3 If we ask you to, you must confirm in writing any telephone notification of unauthorised use, within seven days.

3.4 We can issue instructions to you and Authorised Users on the use of the Customer Controlled Services and you must observe those instructions and take reasonable steps

to ensure that Authorised Users observe them.

## 4. VALIDITY OF USER NUMBERS AND PINS

User Numbers and PINs are not valid if:

- (a) telephone service to the Related Telephone Number has been suspended or the agreement for that telephone service is terminated for any reason; or
- (b) you tell us about any of the matters set out in paragraph 3.2; or
- (c) you or an Authorised User is using the Customer Controlled Services other than in accordance with instructions issued under paragraph 3.4.

## 5. OUR CHARGES

5.1 You must pay all charges resulting from the use of the User Numbers or the PINs allocated to you or to an Authorised User. Charges will be included in the telephone bill for the Related Telephone Number.

5.2 If your Account Number or PIN or those allocated to Authorised Users are used by an unauthorised person, you are liable for any charges incurred, until you notify us of the unauthorised use, up to a maximum of £25.

## 6. CREDIT ALLOWANCES

6.1 You and Authorised Users will each be allocated a daily allowance or an overall credit allowance (or both) for calls made using the Customer Controlled Services. We can change these allowances at any time.

6.2 If you or an Authorised User make calls in excess of these allowances, you will still be liable to pay for them. We can suspend or terminate the Customer Controlled Services to you or an Authorised User immediately if you or an Authorised User exceed these allowances.

## 7. LIMITATION OF LIABILITY

7.1 We accept liability for faults in the Customer Controlled Services and our negligence, but only to the extent stated in this paragraph 7.

7.2 We do not exclude or limit our liability for death or personal injury resulting from our negligence and paragraph 7.4 does not apply to that liability.

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7.3 In any event we are not liable to you under this agreement for any loss of business, revenue, rofit, or savings you expected to make, wasted expense, financial loss or for any indirect or consequential loss, caused by our negligence or otherwise.

7.4 Any liability we have to you of any sort (including liability because of our negligence) is limited to £1 million for any one event or series of related events and in any 12 month period to £2 million in total.

7.5 Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed, or is not effective the other parts will continue to apply.

## 8. MATTERS BEYOND OUR REASONABLE CONTROL

We are not liable if we cannot do what we have promised in this agreement because of something beyond our reasonable control.

## 9. SUSPENSION OF SERVICE AND TERMINATION OF THE AGREEMENT

9.1 We can suspend the Service or terminate this agreement, with immediate effect, if you do not comply with its terms, or if telephone service to the Related Telephone Number is suspended or the agreement for that telephone service is terminated for any reason.

9.2 You can terminate this agreement by giving us 7 days' notice in writing to the appropriate BT main office. The 7 days runs from the date on which we receive the notice.

9.3 We can terminate this agreement on one month's written notice to you.

## 10. INSOLVENCY

We can terminate this agreement with immediate effect if bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a court on time, or you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

## 11. CHANGES TO THE AGREEMENT

11.1 We can change the terms of this Agreement at any time. We will publish details of any change in our major offices at least 2 weeks before it takes place.

11.2 We can change the User numbers or the PINs allocated to you, or an Authorised User,

for use with the Customer Controlled Services. We can require you to give us written confirmation of a request for a change to the Customer Controlled Services we provide to you.

## 12. SERVICE OF NOTICES

We can send you any bill or written notice required by this agreement to the address for the Related Telephone Number or any address you have given us for this purpose.

## 13. EXPLANATIONS OF CERTAIN WORDS

13.1 "**Account Number**" means the account number issued to you or an Authorised User to enable use of the Customer Controlled Services.

"**Authorised User**" means a person nominated by you as a person to whom an Account Number and PIN is to be issued under this agreement.

"**Customer Controlled Services**" means the ability to make calls to 0898 Callstream Services or to the equivalent services of other public telecommunications operators.

"**PIN**" means a Personal Identity Number issued to you or an Authorised User to enable use of the Customer Controlled Services.

"**Related Telephone Number**" means the number of the telephone line provided by us and nominated by you as the one to which charges for calls made using the Customer Controlled Services are to be billed.

"**we**" and "**us**" means British Telecommunications plc.

"**you**" means the customer we make this agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.

13.2 Our Price List contains explanations, definitions, notes and conditions which form part of this agreement. You can see a copy of our Price List or obtain copies of the relevant pages at any of our major offices.

## 14. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.