



BT's Terms & Conditions for Netstream Corporate and Enterprise

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1. DEFINITIONS

“Acceptable Use Policy” means specific rules that the Customer has to follow when using the Services. The Customer can find the policy at www.bt.com/acceptableuse (or any other online address that BT may advise);

“Affiliate” means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either the Customer or BT;

“Applicable Law” means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

- (a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) all applicable export laws and regulations, including those of the United States of America;

“BT” means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England No. 1800000;

“BT Group” means BT Group plc and its Affiliates;

“BT Price List” means the document containing a list of Charges for the Service and may contain definitions, notes, terms and conditions forming part of this Contract. The document can be seen at:

<http://www.serviceview.bt.com/list/homepage.htm>;

“BT Privacy Policy” means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at:

<http://www.btplc.com/privacycentre/index.htm>;

“BT Service Centre” means a BT location advised to the Customer from time to time by BT;

“Call Off Commencement Date” means the date on which the Call Off Period will begin, as defined in Schedule 1 Part 2, or as amended by Schedule 3;

“Call Off Committed Spend” means, where applicable, the level of annual spend which the Customer commits to spend on the NetStream Services by the end of the Call Off Period;

“Call Off End Date” means the date as defined in Schedule 1;

“Call Off Option” means the option as defined in the BT Price List;

“Call Off Period” means the fixed period over which the Call Off Option is in operation, as defined in Schedule 1 Part 1, or as amended by Schedule 3;

“Commencement Date” means the date on which this Contract will begin, as defined in Schedule 1;

“Committed Spend” means the level of annual spend on the contributory elements of the NetStream Services which the Customer commits to, as defined in Schedule 1;

“Compliance Obligations” mean those provisions, obligations and rights set out under the drop-down heading ‘Compliance Obligations’ at:

www.globalservices.bt.com/uk/en/footer_links/terms (or any other online address that BT may advise). For the purposes of this Service, references to General Terms in the Compliance Obligations means this Contract;

“Contract” means this contract for NetStream Services between the Customer and BT incorporating these terms and conditions, the attached Schedules and the BT Price List entry;

“Contract End Date” means the date specified in Schedule 1 Part 2 or as amended by Schedule 3;

“Contract Floor” means the minimum actual annual spend level permitted, as defined in the BT Price List;

“Contract Period” means the period as defined in paragraph 2.1;

“Customer” means the person so named in Schedule 1 with whom BT contracts to provide the Service;

“Customer Personal Data” means only the proportion of Personal Data where the Customer is the Controller and that BT needs to Process on the Customer’s behalf as a Processor in providing the Services to the Customer under the Contract;

“Data Protection Legislation” means collectively (i) any applicable laws of the European Union, (ii) any applicable local laws

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relating to the Processing of Personal Data and the protection of an individual's privacy, (iii) the GDPR, and (iv) any binding guidance or code of practice issued by a Supervisory Authority;

“Eligible Service(s)” means the services eligible for NetStream Corporate or NetStream Enterprise as defined in the BT Price List;

“EU-US Privacy Shield” means a legal framework adopted by the European Commission in its adequacy decision of 12 July 2016 that ensures an adequate level of protection for Personal Data transferred from the European Union to organisations in the United States that have self-certified to the EU-US Privacy Shield;

“GDPR” means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR);

“NetStream Contract ID” means the number which BT allocates to the Customer for the purpose of placing instructions to BT under this Contract, as defined in Schedule 1;

“NetStream Services” means the Eligible Services in the BT Price List defined under the heading NetStream Corporate or NetStream Enterprise;

“Standard Contract” means a contract on the BT standard terms and conditions applicable to the Eligible Service provided or to be provided;

“Sub-Processor” means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Contract;

“Subsidiary” means a company that is either a wholly owned subsidiary of the Customer or the Customer's holding company, as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

In the case of the Crown, the term 'Subsidiary' means:

- (i) the London boroughs established under the London Government Act 1963, the areas and authorities provided for under the Local Government Act 1972 (as amended by the Local Government Act 1985) including town councils, parish councils and the council of the Isles of Scilly, the City of London referred to as a 'local government area' in the Local

Government Act 1992, and the Greater London Authority as established under the Greater London Authority Act 1999. In relation to Scotland, the term 'Subsidiary' means the unitary and island authorities established under the Local Government (Scotland) Acts and in relation to Northern Ireland, the term 'Subsidiary' means the district councils established under the Local Government (Northern Ireland) Act 1972;

- (ii) Strategic Health Authorities, Special Health Authorities, Care Trusts, Primary Care Trusts, NHS Trusts, Mental Health Trusts, Foundation Trusts, Ambulance Trusts, medical practitioners providing general medical services as described in Section 29 of the National Health Service Act 1977, registered dentists as described in Section 26 of the Dentists Act 1984, dispensing opticians and ophthalmic opticians as described in Section 36 of the Opticians Act 1989, pharmacists as described in Section 132 of the Medicines Act 1968, community pharmacies, local medical committees, public health observatories, private hospitals providing NHS services, voluntary sector hospices, any other public bodies, organisations which perform any of the functions of the persons listed above at any time or otherwise forms part of the NHS or participates in the NHS healthcare sector or any other entity engaged or nominated by any of the persons listed above for the purpose of providing or assisting in the provision of NHS healthcare, social care, dental services, ophthalmic services or pharmacy services or any related or associated services (including for the avoidance of doubt any diagnostic and treatment centres);
- (iii) any Police or other Authority established under the Greater London Authority Act 1999, Police Act 1964, Railways and Transport Safety Act 2003, Atomic Energy Act 1954, Harbours, Docks and Piers Clauses Act 1847, Police Act 1997, Police (Scotland) Act 1967, Police (Northern Ireland) Act 2000 and any Fire or other Authority established under Fire Services Acts 1947 & 1959, Fire Precautions Act 1971, Greater London Authority Act 1999, Local Government Acts 1972 & 1985, Fire Services Order (NI) 1984 and Mountain Rescue; and

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- (iv) a school, higher education body or university funded totally or partially by the following: the Crown, any Subsidiary of the Crown listed in paragraph (i) above acting as a local education authority as defined in the Education Act 1996 for England and Wales and the Education (Scotland) Act 1980 for Scotland; or the Higher Education Funding Council established under the Further and Higher Education Act 1992.

2. DURATION

- 2.1 This Contract begins on the Commencement Date and continues until the Contract End Date. Any extension to this Contract Period will be as agreed by both parties in writing and Schedule 1 will be amended accordingly.
- 2.2 This Contract Period applies to all individual Standard Contracts covered by this Contract.
- 2.3 At the end of the Contract Period, if BT and the Customer have not agreed an extension, this Contract will terminate. If this Contract is terminated NetStream Services will revert to their applicable Standard Contracts and charges will be invoiced at the rates applicable to the Standard Contract as indicated in the BT Price List.

3. COMMENCEMENT OF CONTRACT

- 3.1 BT agrees to provide the NetStream Services upon the terms and conditions for the Standard Contract as amended by this Contract and the BT Price List entry for NetStream Services.
- 3.2 Prior to the Commencement Date the Customer will complete Part 1 of Schedule 1 and Schedule 2.
- 3.3 On the Commencement Date, BT will complete Part II of Schedule 1 and will issue the Customer with a NetStream Contract ID which must be used by the Customer when giving instructions under this Contract.
- 3.4 If the Customer wishes the Customer's NetStream discount rate to be applied to the NetStream Service(s) of a Subsidiary, it must send a written request to BT (using the Customer's headed stationary) including:
 - (a) a list of the Subsidiaries (including details of their registered offices) and the NetStream Services to be included.

- (b) confirmation that all such Subsidiaries meet the definition of Subsidiary in this Contract.

Following receipt of such request, BT will apply the Customer's NetStream discount rate to the Subsidiaries' listed Eligible Services. The Customer's request will constitute a warranty from the Customer that it has the authority to vary the Subsidiary's Standard Contract in accordance with paragraph 3.1 and that the Subsidiary has given consent to BT to disclose relevant billing information to the Customer. The Customer agrees to produce a copy of this authority if BT requests it.

- 3.5 It is the Customer's responsibility to control the use of the NetStream Contract ID. Any instructions given using the NetStream Contract ID will be deemed valid instructions.

4. PROVISION OF THE SERVICES

- 4.1 Subject to the provisions of paragraph 13, during the Contract Period the Customer may request additional Eligible Service circuits, including those of a Subsidiary, to be included in the Contract, provided:
 - (a) the NetStream Contract ID is given; and
 - (b) the request is made to the BT Service Centre.
- 4.2 Additional Eligible Service circuits, as defined in the BT Price List, will be added to the Contract on the date the Eligible Service circuit is provided to the Customer. At the time the Eligible Service circuit is added to the Contract the relevant Eligible Service Standard Contract will be amended in accordance with this Contract.
- 4.3 Eligible Services circuits may, by notice to the BT Service Centre using the NetStream Contract ID, be withdrawn from this Contract at any time. If a NetStream Eligible Service circuit is withdrawn from the Contract the contract for that service(s) will revert to the relevant Standard Contract and will be charged in accordance with the standard applicable rates as defined in the BT Price List.
- 4.4 If a NetStream Service circuit is to be terminated entirely, it must be removed from this Contract and then terminated in accordance with the Standard Contract's termination paragraph.

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4.5 The Customer will comply with the Acceptable Use Policy and Compliance Obligations. reasonable time of written notice to do so; or

5. BT'S RESPONSIBILITIES

5.1 BT will review the Committed Spend or Call Off Committed Spend against the aggregate actual annual spend of the Customer and any Subsidiaries to which this Contract applies. This will be undertaken once a year on the annual assessment date as defined in Schedule 1.

5.2 If the actual annual spend, calculated in accordance with paragraph 5.1, is below the Contract Floor, BT will apply additional charges as defined in the BT Price List.

5.3 BT will comply with, and may exercise its rights in, the Compliance Obligations.

5.4 BT may subcontract any of its responsibilities under the Contract to another entity, including to a BT Affiliate, but if it does, it will still be responsible to the Customer under the Contract.

6. CHARGES AND BILLING

6.1 If Eligible Service circuits have been added or taken out of this Contract between bill dates, BT will apportion the rental pro-rata at the next bill.

7. TERMINATION

7.1 Either party may terminate this Contract on 3 months' notice to the other. If the Customer, by notice to BT, terminates this Contract before the end of the Contract Period, the Customer must pay the termination charges as specified in the BT Price List.

7.2 Notice of termination by the Customer will constitute termination of this Contract by the Customer on behalf of all Subsidiaries.

7.3 On the termination of this Contract, all NetStream Service(s) circuits will revert to their relevant Standard Contract and will be charged in accordance with the standard applicable rates as defined in the BT Price List.

8. BREACHES OF THIS CONTRACT

8.1 Either party may terminate this Contract immediately, on notice, if the other:

- (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a

(b) commits a material breach of this Contract which cannot be remedied; or

(c) is repeatedly in breach of this Contract; or

(d) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over their assets.

8.2 If either party delays on acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

9. LIMITATION OF LIABILITY

9.1 BT accepts unlimited liability for death or personal injury resulting from its negligence. Paragraphs 9.2 and 9.3 do not apply to such liability.

9.2 BT is not liable to the Customer, either in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect loss or damage or for any destruction of data.

9.3 BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £250,000 for any one incident or series of related incidents and to £500,000 for all incidents in any period of 12 months.

9.4 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is disallowed or not effective, the other parts will continue to apply.

10. GIVING NOTICE

10.1 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 pre-paid post to the addressees at the following addresses:

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- (a) **To the Customer:** the address to which 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 last Customer bill or any alternative address which BT may specify from time to time.

11. VARIATION OF TERMS AND CONDITIONS

- 11.1 BT can change this Contract (including the charges) at any time.
- 11.2 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 material detriment, at least 30 days before the change is to take effect; and
 - (b) for all other changes, at least one day before the change is to take effect.
- 11.3 If a change is made by BT that will increase the Contract Period, reduce the Contract Floor flexibility, or reduce the appropriate discount specified in the BT Price List to be applied to the Eligible Services, the Customer has the right, for 4 weeks after the date of the change, to terminate this Contract immediately. In these circumstances, paragraphs 7.2 and 7.3 will apply to the termination and not paragraph 7.1.
- 11.4 During the Contract Period, BT and the Customer may, from time to time, agree the following changes:
 - (a) an extension of the Contract Period; if this affects the discount rate, the new discount rate will apply to this Contract from the date of agreement;
 - (b) an increase in the Committed Spend or Call Off Committed Spend; the new level of spend will thereafter apply to this Contract;

Any alterations will be made to the relevant Schedule and a record will be kept of all changes in Schedule 3. The Customer is responsible for notifying all of the Subsidiaries of any changes agreed with BT.

- 11.5 The Customer must inform BT immediately if there is a change to any of the information provided by the Customer to BT under this Contract.

12. THIRD PARTY RIGHTS

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

13. NOVATION

- 13.1 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 Period.

14. DATA PROTECTION

- 14.1 In this Contract, the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".
- 14.2 Whether or not any other provision in the Contract may say something different, for BT to provide a Service, Personal Data may be:
 - 14.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
 - 14.2.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and the Customer appoints BT to perform each transfer in order to provide the Services provided that BT will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including:
 - (a) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates);
 - (b) agreements incorporating the relevant standard data

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- protection clauses adopted by the European Commission; and
- (c) where applicable, the EU-US Privacy Shield.
- 14.3 BT will be either Controller, Processor or both under the Contract depending on the type of Personal Data Processed and the purpose of the Processing.
- 14.4 If BT acts as a Controller:
- 14.4.1 BT may collect, Process, use or share Personal Data with BT Affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:
- (a) administer, track and fulfil Orders for the Service;
 - (b) implement the Service;
 - (c) manage and protect the security and resilience of any BT Equipment, the BT Network and the Services;
 - (d) manage, track and resolve Incidents (as defined in the Schedule) with the Service as set out in the Schedule(s);
 - (e) administer access to online portals relating to the Service;
 - (f) compile, dispatch and manage the payment of invoices;
 - (g) manage the Contract and resolve any disputes relating to it;
 - (h) respond to general queries relating to the Service or Contract; or
 - (i) comply with Applicable Law;
- 14.4.2 BT will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules; and
- 14.4.3 BT may, from time to time, contact the Customer Contact, or other network, IT or procurement manager involved in the procurement or management of
- the Service, to provide additional information concerning the Service or other similar services.
- 14.5 If BT acts as a Processor:
- 14.5.1 the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects will be set out in the applicable Annex that can be found online at www.bt.com/terms;
- 14.5.2 in order to perform its obligations under the Contract, BT will:
- (a) Process the Customer Personal Data on the Customer's behalf in accordance with the Customer's documented instructions as set out in paragraph 14.5.11, except where:
 - (i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify the Customer of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;
 - (ii) in BT's reasonable opinion an additional instruction or a change to the instructions provided by the Customer in accordance with paragraph 14.5.11 infringes the Data Protection Legislation and BT will inform the Customer of its opinion without undue delay and will not be required to comply with that instruction;
 - (b) to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures, including those that may be set out in the Schedule, that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed;

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- (c) provide Notice to the Customer without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
- (d) only use the Sub-Processors approved by the Customer by entering into the Contract or in accordance with paragraph 14.5.9; and
- (e) assist the Customer in the Customer's compliance with the Data Protection Legislation, taking into account the nature of the Processing of the Customer Personal Data and the information available to BT, relating to:
 - (i) its obligation to respond to lawful requests from a Data Subject, to the extent practicable;
 - (ii) the security of the Processing of the Customer Personal Data;
 - (iii) notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and
 - (iv) a data protection impact assessment as may be required by Article 35 of the GDPR and prior consultation with the Supervisory Authority,

and the Customer will reimburse BT's reasonable costs for this assistance except for the assistance set out in paragraph 14.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT's obligations set out in paragraph 14.5.2(b);

14.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Contract and at the Customer's option, BT will delete or return the Customer

Personal Data within a reasonable time period and the Customer will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;

14.5.4 BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in paragraph 14.5, and, subject to 30 days' Notice from the Customer, allow for and reasonably cooperate with the Customer (or a third party auditor appointed by the Customer) to audit this compliance at reasonable intervals (but not more than once per year), so long as:

- (a) the audit will:
 - (i) not disrupt BT's business;
 - (ii) be conducted during Business Days;
 - (iii) not interfere with the interests of BT's other customers;
 - (iv) not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
 - (v) not exceed a period of two successive Business Days;
- (b) the Customer (or the Customer's third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
- (c) the Customer will reimburse BT's reasonable costs associated with the audit and, where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in paragraph 14.5, those of its Sub-Processors.

14.5.5 BT may demonstrate its compliance with its obligations set out in paragraph 14.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing the Customer with an audit report issued by an independent third party auditor

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- (provided that the Customer will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);
- 14.5.6 BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Contract or otherwise required by Applicable Law;
- 14.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
- 14.5.8 BT may use Sub-Processors in accordance with paragraph 5.4 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in paragraph 14.5 will be imposed on any Sub-Processors;
- 14.5.9 BT will inform the Customer of proposed changes to BT's Sub-Processors from time to time by either:
- (a) providing the Customer with online notice of the intended changes at www.bt.com/terms and the Customer will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or
 - (b) giving the Customer Notice in accordance with paragraph 10 and the Customer will have 30 days starting from the date of the Notice to object to the change, and
- if the Customer does not object in accordance with paragraphs 14.5.9(a) or 14.5.9(b), the Customer will be deemed to have authorised the use of the new Sub-Processors;
- 14.5.10 the Customer may object to the use of a new Sub-Processor by giving Notice in accordance with paragraph 10 documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such Notice is received within the time required by paragraph 14.5.9, we will both address the Customer objection in accordance with the process set out in paragraph 15 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with paragraph 15;
- 14.5.11 the Contract contains the Customer's complete instructions to BT for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Contract in accordance with paragraph 11 to take account of any resulting change in the Charges or the Service;
- 14.5.12 the Customer will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service by BT, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT; and
- 14.5.13 the Customer will only disclose to BT the Personal Data that BT requires to perform the Service.
- 14.6 If permitted by Applicable Law:
- 14.6.1 a party in breach of the Data Protection Legislation or this paragraph 14 will be liable to the other for any losses, costs and liabilities (including those arising from Claims) incurred or suffered by the other party where those losses, costs and liabilities are caused by, or in connection with, that breach including where the parties are jointly and severally liable; and
 - 14.6.2 where the parties are jointly and severally liable for a Claim caused by Processing neither party will make any payment or any offer of payment to any Data Subject (including third parties acting on behalf of any Data Subject) in response to any Claim caused by or relating to the Processing of Personal Data, without the prior written agreement of the other party.
- 14.7 Where each party acts as a Controller in relation to the Processing of Personal Data under the Contract, the parties will not act as joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.

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14.8 If, in accordance with paragraph 11, BT proposes amendments to the Contract to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, the Customer will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.

15. SETTLING DISPUTES

15.1 We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this Contract, and to avoid having to get the courts or regulatory authorities involved.

15.2 We will both use the following dispute resolution process:

15.2.1 whichever of us is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;

15.2.2 we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days;

15.2.3 if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above); and

15.2.4 if the dispute still is not settled 14 days after it is escalated, we will both consider mediation as set out in paragraph 15.3.

15.3 After complying with paragraph 15.2, either of us may, by giving Notice to the other, propose a mediator, in which case:

15.3.1 unless we both agree to another date, the other party will either confirm their acceptance of the mediator or propose another mediator within 15 days of the date of the Notice;

15.3.2 if both parties cannot agree on the choice of mediator within a further 15 days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body;

15.3.3 unless we both agree otherwise, any mediation will happen in London, in English; and

15.3.4 unless we both agree otherwise, we will both share the costs of mediation equally.

15.4 Nothing in this paragraph 15 stops either of us:

15.4.1 seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the Contract already provides an adequate remedy;

15.4.2 going to a court of competent jurisdiction if either of us considers it reasonable; or

15.4.3 doing anything else this Contract lets us do.