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### 1. COMMENCEMENT

- 1.1 The Contract begins on completion of the on-line registration process and will continue until ended by the Customer or BT in accordance with this Contract.
- 1.2 The Service commences on the Service Start Date.

### 2. PROVISION OF THE SERVICE

- 2.1 Orders placed for the Service are 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.
- 2.2 BT will try to provide the Service by any date agreed with the Customer, but all dates are estimates, unless the Service Schedule states otherwise.

#### Faults and Repair

- 2.3 BT will try to provide uninterrupted service, but the Customer understands and agrees that from time to time faults may occur.
- 2.4 If the Customer reports a fault in the Service BT will repair the fault in accordance with the Service Schedule.

### 3. REGULATIONS AND USE OF THE SERVICE

- 3.1 Any Customer Equipment must be:
  - (a) technically compatible with the Service and not harm BT's

network or another customer's equipment;

- (b) adequately protected by the Customer against viruses and other breaches of security.

#### Proper use

3.2 The Service must 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 <http://www.bt.com/acceptableuse/>; or
- (b) fraudulently or in connection with a criminal offence or in any way that is unlawful and the Customer must 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 is or is likely to be detrimental to the provision of the Service to the Customer or service to any of BT's other customers.

3.3 The Customer will comply with BT's reasonable instructions regarding health, security, safety or the quality of the Service.

#### Security

3.4 The Customer is 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.

3.5 If the Customer believes that any User Security Details are or are likely to be used in an unauthorised way, the

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Customer must inform BT immediately. The Customer must not change or attempt to change a user-name without BT's prior agreement.

3.6 BT does not guarantee the security of the Service against unauthorised or unlawful access or use. If BT believes there is or is likely to be a breach of security or misuse of the Service BT may:

- (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.

## Content

3.7 Where BT provides the Customer with Content, the Customer's use of the Content is at the Customer's own risk. The Customer understands and agrees that:-

- (a) the Content may change from time to time;
- (b) the Content can only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights. The Customer must not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (c) BT does 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 must 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.

## Operational changes

3.8 Occasionally, for operational reasons, including the provision of service enhancements and/or software upgrades, BT may:-

- (a) change any codes or numbers given to the Customer, the performance or functionality of the Service, or the way BT provides the Service, provided that any change to the Service or the way BT provides the Service does not affect the performance or functionality of the Service to the Customer's significant detriment; or
- (b) interrupt or suspend Service. If this happens BT will restore the Service as quickly as possible.

## Indemnity

3.9 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 3.1 to 3.6 and 3.7 (b). 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.

## Monitoring and recording calls

3.10 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

3.11 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](http://www.bt.com).

## 4. CHARGES AND PAYMENTS

### General

4.1 Charges for the Service are as detailed in the Service Schedule and calculated using the details recorded by BT.

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- 4.2 Where no charges are payable to BT by the Customer, BT will provide the Service in consideration of the Customer's performance of its obligations contained in the Contract.
5. **CHANGING THE CONTRACT**
- 5.1 BT can change the Contract (including the charges) at any time and will publish any change in line with clause 5.2.
- 5.2 Unless otherwise stated in the Service Schedule, BT will publish any changes to the Contract (including the charges) online at [www.bt.com/pricing](http://www.bt.com/pricing) (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 one month before the change is to take effect; and
  - (b) for all other changes at least one day before the change is to take effect.
6. **ENDING THE CONTRACT**
- 6.1 The Customer may cancel the Contract or the Service at any time before BT provides the Service.
- 6.2 The Contract or the Service may be ended by either party on 28 days written notice to the other unless otherwise stated in the Service Schedule.
- 6.3 The Customer may end the Contract if:
- (a) BT materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
  - (b) BT 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.
- 6.4 BT may suspend the Service or end the Contract, or both, at any time without notice if:
- (a) the Customer breaches the Contract or any other contract that the Customer has with BT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by BT to do so. In this clause breach includes non-payment of any valid invoice by the due date; or
  - (b) BT reasonably believes that the Service is being used in a way forbidden by clauses 3.1 to 3.6 and 3.7 (b). This applies even if the Customer is unaware that the Service is being used in such a way; or
  - (c) the Customer 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.
7. **LIMITATION OF LIABILITY**
- 7.1 Neither the Customer or BT excludes or restricts in any way its liability under or in connection with the Contract for death or personal injury caused by its negligence or to any extent not permitted by law.
- 7.2 Subject to clauses 7.1 and 7.3, the Customer and BT's liability to the other under or in connection with the Contract for all and any direct loss or damage

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arising from any one incident or series of connected incidents in any period of 12 months is limited to the amounts specified in the Service Schedule.

7.3 Neither the Customer or BT will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:

- (a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
- (b) any indirect or consequential loss or damage whatsoever.

7.4 The limitations of liability referred to in clauses 7.2 and 7.3 above will not apply in respect of claims brought under clauses 3.9 and 8.5.

7.5 Each part of this clause 7 operates separately. If any part of the clause is held by a Court to be unreasonable or inapplicable the rest of the clause will continue to apply.

## 8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

### Intellectual Property

8.1 All Intellectual Property Rights whether pre-existing or created by the Customer or BT during or arising from the performance of the Contract will remain the absolute property of that party or its licensors.

8.2 If Software is provided to enable the Customer to receive and use the Service, BT will grant the Customer a, non-transferable and non-exclusive licence to

use the Software in object code form solely as necessary for receipt of the Service and solely in accordance with the Contract and the applicable documentation. The term of any licence granted by BT under this clause is co-terminous with the term of the Service with which the Software is associated.

8.3 If the Service provides the Customer with Software licensed by third parties who require the Customer to accept their terms of use, the Customer must keep to those terms.

8.4 Except as permitted by applicable law or as expressly permitted under the Contract the Customer agrees not to copy, de-compile or modify any Software, or knowingly permit anyone else to do so.

8.5 BT will indemnify the Customer against all claims and proceedings arising from infringement of any third party's Intellectual Property Rights by BT's provision of the Service to the Customer. This indemnity will not apply to claims or proceedings arising from:

- (a) use of the Service or any Software in conjunction or combination with other equipment or software or any other service not supplied by BT; or
- (b) any unauthorised modification of the Service or any Software; or
- (c) content, designs, specifications or software supplied by or on behalf of the Customer; or
- (d) use of the Service or any Software other than in accordance with the Contract.

In relation to any claim or allegation of infringement the Customer will promptly notify BT in writing and must not make any admission without BT's prior written consent. The Customer will allow BT sole conduct of all negotiations and proceedings and give BT all reasonable assistance in doing so. BT will pay the Customer's reasonable expenses for such assistance.

8.6 If the Service becomes, or BT believes it is likely to become, the subject of a claim of infringement of any Intellectual Property

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Rights BT, at its option and expense, may:

- (a) secure for the Customer a right of continued use; or
- (b) modify or replace the Service so that it is no longer infringing, provided that modification or replacement must not materially affect the performance of the Service.

If the indemnity in clause 8.5 applies and none of the remedies in this clause is available to BT on reasonable terms, BT may notify the Customer and terminate the Service without liability to the Customer.

- 8.7 The indemnity in clause 8.5 sets out the Customer's sole and exclusive remedy for infringement of Intellectual Property Rights.

## Confidentiality

- 8.8 Subject to clause 8.9 BT and the Customer will keep in confidence all Confidential Information, obtained under or in connection with the Contract and will not disclose it to any party other than in confidence to:

- (a) their employees or employees of their Group Companies; or
- (b) their professional advisers; or
- (c) in the case of BT, employees of their subcontractors

who have a need to know such Confidential Information and to the extent necessary for performance of the Contract or use of the Service.

- 8.9 Clause 8.8 will not apply to information which is:

- (a) in the public domain other than through a breach of the Contract; or
- (b) in the possession of the Customer or BT without confidentiality restriction before disclosure under the Contract; or

- (c) obtained from a third party who has a lawful right to disclose it; or

- (d) developed by the receiving party independently of and without access to Confidential Information obtained under the Contract.

- 8.10 If either BT or the Customer receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has:

- (a) satisfied itself that the demand is lawful;
- (b) given the other party the maximum written notice permissible under the demand in which to make representations; and
- (c) marked the required information as the Confidential Information of the other party.

- 8.11 The Customer and BT acknowledge that breach of clauses 8.8 to 8.10 may cause irreparable harm for which damages may not be an adequate remedy and that injunctive relief may be available for such breach.

- 8.12 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.

## 9. GENERAL TERMS

### Matters Beyond Reasonable Control

- 9.1 (a) If the Customer or BT is prevented, hindered or delayed from performing any obligation under the Contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other

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competent authorities, or acts or omissions of parties for whom the Customer or BT is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under the Contract.

- (b) BT will not be liable for failure to or delay in supplying the Service if:
- (i) another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost; or
  - (ii) legal or regulatory restrictions are imposed that prevent BT from supplying the Service.
- (c) If any of the events detailed in clauses 9.1(a) or 9.1(b) materially affects the performance of the Contract and continues for more than three months then the Customer or BT may terminate the Contract in whole or part by written notice to the other.

## Escalation and Dispute Resolution

- 9.2 (a) BT will try to work through any complaint or dispute that the Customer may have with BT. If this does not resolve the matter then the Customer may refer it:
- (i) where appropriate, in accordance with the details set out in BT's Customer Complaints Code located at [www.bt.com/complaintscod\\_e](http://www.bt.com/complaintscod_e), copies of which are available on request; and
  - (ii) otherwise, as set out in clause 9.2(b) below.
- (b) Any dispute must be raised in writing with the Customer's or BT's representative as

appropriate giving all relevant details including the nature and extent of the dispute. The Customer and BT will use reasonable endeavours to resolve any dispute as follows:

- (i) a dispute which has not been resolved by the Customer's or BT's representative within 14 days of being raised may be referred by the Customer or BT to the first level by written notice to the other; and
- (ii) if the dispute is not resolved at the first level within 14 days of referral, the Customer or BT may refer the dispute to the second level by written notice to the other.

The Customer's and BT's representatives at the first and second levels are as notified by the Customer and BT to the other from time to time.

- (c) If the dispute is not resolved after the procedures detailed in clause 9.2 (b) have been followed then the parties agree to consider resolving the dispute by an Alternative Dispute Resolution (ADR) mechanism, including but not limited to:

- (i) early neutral evaluation in accordance with the IDRS (Dispute Resolution Services) Model Early Neutral Evaluation Procedure; or
- (ii) expert non-binding determination in accordance with the IDRS Cost-Controlled Expert Determination Procedure; or
- (iii) mediation in accordance with the IDRS Cost-Controlled Mediation Procedure.

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(d) Any ADR will be conducted in London and in the English language.

(e) Nothing in this clause 9.2 will prevent the Customer or BT from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

## Transfer of Rights and Obligations

9.3 The Customer and BT may not transfer any of their rights or obligations under the Contract without the written consent of the other, except that:

(a) the Customer may transfer its rights or obligations or both to a Group Company with the written consent of BT, such consent not to be unreasonably withheld or delayed; and

(b) BT may transfer its rights or obligations or both to a Group Company without consent provided that it notifies the Customer that it has done so.

## Severability

9.4 If any term of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Contract had been made without the invalid, illegal or unenforceable terms.

## Survival

9.5 Clauses 7 and 8.8 to 8.12 will survive the termination or expiry of this Contract for two years.

## Entire Agreement

9.6 (a) The Contract contains the entire agreement between the Customer and BT and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the Customer and BT, whether

written or oral relating to its subject matter.

(b) The Customer and BT each agree that in entering into the Contract they have not relied upon and have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any party (whether party to the Contract or not) in relation to the subject matter of the Contract, except for those contained in the Contract.

(c) Nothing in this clause 9.6 excludes or restricts the liability of either the Customer or BT to the other arising out of pre-contract fraudulent misrepresentation or fraudulent concealment.

## Waiver

9.7 A failure or delay by the Customer or BT to exercise any right or act upon a breach under the Contract will not be a waiver of that right or breach. If the Customer or BT waives a right or breach of the Contract, that waiver is limited to the particular right or breach.

## Rights of Third Parties

9.8 The Contract does not create any right enforceable by any party who is not the Customer or BT (a "Third Party") under the Contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

## Notices

9.9 Notices given under the Contract must be in writing and delivered by hand, email or first class post to the following addresses unless otherwise stated in the Contract:

(a) to BT at the address shown on the bill or any address which BT provides to the Customer for this purpose; or

(b) to the Customer at any one or more of the following: the address

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to which the Customer asks BT to send bills or the Customer's primary email address or if the Customer is a limited company, its registered office.

This clause does not apply to notices given under clause 5.1.

- 9.10 A notice will be duly served:
- (a) if delivered by hand, at the time of delivery;
  - (b) if sent by first-class post, three (3) Working Days after the date of posting; and
  - (c) if sent by e-mail, at the time of successful transmission.
- 9.11 The Customer must inform BT immediately if there is any change to any of the contact information the Customer provided to BT.

## Law and Jurisdiction

- 9.12 The Contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

## Data Protection

- 9.13 The Customer and BT will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with the Contract. The Customer and BT will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

## Customer's Instructions

- 9.14 BT may take instructions from a party whom it thinks, with good reason, is acting with the Customer's permission.

## 10. DEFINITIONS

- 10.1 In the Contract the following terms have the meanings shown next to them:

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

**Conditions** mean these Conditions for BT Business Services.

**Confidential Information** means any information (including know-how, trade secrets, software or data) of a confidential nature which is obtained under the Contract whether such information is in written, oral or any other form and whether or not marked as confidential.

**Content** means applications, data, information, video, graphics, sound, music, photographs, software or any other material.

**Contract** means in order of precedence the Service Schedule, these Conditions, the registration process and any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.

**Customer** means the party with whom BT contracts to provide the Service and anyone appearing to BT to be acting with that Customer's authority or permission.

**Customer Equipment** means any equipment, including any software, for use with the Service that is not part of BT's network and which is owned or controlled by the Customer.

**Group Company** means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Part 38 of the Companies Act 2006.

**Intellectual Property Right(s)** means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in confidential information and know-how, or any similar right in any part of the world and will include any applications for the registration of any such rights capable of registration in any part of the world.

**Service** means the service or part of the service specified in the Service Schedule.

**Service Schedule** means the schedule to these Conditions that describes the Service to be provided by BT.

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**Service Start Date** means the date on which the Service is first made available to the Customer unless otherwise stated in the Service Schedule. This may sometimes also be referred to as the Operational Service Date.

**Software** means any software and associated written and electronic documentation and data provided by BT under the Contract.

**User** means anyone who is permitted by the Customer to use or access the Service.

**User Security Details** means any IDs, user names, personal identification numbers and passwords.

**Working Day** means any day between Monday and Friday, excluding bank and public holidays.