



Contract for BT Business Service (BT IP Trunk)

1. COMMENCEMENT

- 1.1 The Contract begins on the date BT communicates its acceptance of the Customer's order for the Service and continues 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

Site Preparation, Access and Installation

- 2.1 The Customer agrees to prepare the Site according to any instructions BT may give and to provide BT with reasonable access to the Site for the purposes of the Contract. The Customer agrees to provide at its expense where required, a continuous mains electricity supply and connecting points.
- 2.2 The Customer and BT will meet each other's reasonable safety and security requirements when on the Site. The Customer and BT agree to look after each other's equipment on the Site. If the Customer or BT damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.
- 2.3 BT will try to provide the Service by any date agreed with the Customer, but all dates are estimates, unless the Service Schedule says otherwise.
- 2.4 The Customer will be responsible for making the Site good, after any work has been undertaken by BT at the Site, including putting items back and for re-decorating.

Faults and Repair

- 2.5 BT will try to provide uninterrupted service, but the Customer understands and agrees that from time to time faults may occur.
- 2.6 If the Customer reports a fault in the Service BT will repair the fault in accordance with the Service Schedule. If BT agrees to work outside the hours specified in the Contract or if the Customer reports a fault and BT finds there is none or that the Customer has caused the fault, BT may apply a charge. This charge will be as detailed in the Contract or if not detailed in the Contract based on BT's reasonable costs.

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) connected using the applicable BT network termination point, unless the Customer has BT's permission to connect by another means, and used in compliance with any relevant instructions, standards or laws; and
- (c) adequately protected by the Customer against viruses and other breaches of security.

Proper use

- 3.2 The Service must not be used:

- (a) in any way that is unlawful or in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third person's rights or BT's Acceptable Use Policy located at www.abuse-guidance.com; or

Conditions for BT Business Services (BT IP Trunk)

- (b) fraudulently or in connection with a criminal offence and the Customer must ensure that this does not happen; or
- (c) to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety; or
- (d) to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing.
- (e) 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.

3.4 The Customer will comply with any applicable fair use policy that may be detailed in the Service Schedule.

Security

3.5 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.

3.6 If the Customer believes that any User Security Details are or are likely to be used in an unauthorised way, the Customer must inform BT immediately.

3.7 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.

Operational changes

3.8 Occasionally, for operational reasons, BT may:-

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

Numbers

3.9 The Customer does not own any number or have any right to sell the number related to the Service.

Indemnity

3.10 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 3.1-3.6. 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.

Conditions for BT Business Services (BT IP Trunk)

Monitoring and recording calls

- 3.11 BT may monitor and record calls relating to customer services and telemarketing. BT does this for training purposes and to improve the quality of its customer services. BT also records all calls to 999 or 112 services.

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.
- 4.2 The Customer is responsible for and must pay the charges for the Service whether the Service is used by the Customer or someone else.
- 4.3 The Customer will be liable for charges for the Service from the Service Start Date, unless otherwise stated in the Service Schedule.
- 4.4 BT will send the bills to the address notified by the Customer to BT. Unless otherwise stated in the Service Schedule, BT will send its first bill shortly after providing the Service, and then at regular intervals, usually every three months. Sometimes BT may send the Customer a bill at a different time.
- 4.5 Unless otherwise stated in the Service Schedule the Customer agrees to pay:
- (a) in advance for subscription, rental, and other recurring charges (including inclusive usage charges); and
 - (b) in arrears for usage (excluding inclusive usage charges), connection and any other non-recurring charges. Where possible the charges will appear on the Customer's next bill but sometimes there may be a delay.
- 4.6 All charges are exclusive of VAT which is chargeable at the applicable rate, unless otherwise provided in the Service Schedule.
- 4.7 As part of its credit management procedures, BT may at any time:
- (a) require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by BT; and/or
 - (b) carry out a credit vet of the Customer. The Customer agrees to provide BT with any information BT may reasonably require for this.
- 4.8 Payment is due on the date specified on the bill, unless otherwise stated in the Service Schedule.
- 4.9 The Customer must pay all charges by direct debit or monthly payment plan, unless otherwise advised by BT.
- 4.10 Payments made other than by direct debit or monthly payment plan will be collected by BT Payment Services Limited (a wholly owned subsidiary of BT) unless otherwise advised by BT. BT Payment Services Limited will levy a payment processing fee, as detailed in the Service Schedule. This fee will be deducted from any money received before any payment is allocated against the charges for the Service.
- 4.11 Where BT has agreed that the Service can be included within a standard BT pricing package or scheme, the Customer agrees that while the Service is included within the pricing package or scheme the charges specified in the Service Schedule may be amended by the terms of the pricing

Conditions for BT Business Services (BT IP Trunk)

package or scheme. Upon termination of the pricing package or scheme, the charges will revert to those specified in the Service Schedule.

Disputed Bills

- 4.12 If the Customer disputes any charge on a bill the Customer must notify BT in writing within 6 months of the date of the bill with all relevant information. Where the disputed amount is:-
- (a) less than 5% of the total bill, the Customer will pay the full amount of the bill; or
 - (b) more than 5% of the total bill, the Customer must pay the amount not in dispute. Also, if requested by BT, the Customer will place funds equivalent to the disputed amount into an account with a reputable bank as reasonably specified by BT, established jointly by the Customer and BT, accruing interest at a variable rate equal to that which the selected bank certifies it would normally pay a commercial customer depositing the amount credited to such an account (escrow account).

Any disputes will be resolved promptly and the resolved amount if any is payable immediately.

Late Payment

- 4.13 If BT does not receive payment by the due date, BT may charge the Customer:
- (a) any late payment charge as referred to in the Service Schedule; and/or
 - (b) daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank for the period beginning on the date on which payment is due and ending on the date on which payment is made.
- 4.14 If the Customer does not pay a bill, BT may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If BT instructs an agency, the Customer must pay BT an additional sum. This will not exceed the reasonable costs BT has to pay to the agency, who will add the sum to the Customer's outstanding debt on BT's behalf.
- 4.15 If any sum owed by the Customer to BT under the Contract or any contract with BT is not paid by the due date, BT may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with BT.

Fraud Prevention

- 4.16 BT may check the Customer's details with a fraud prevention agency. If the Customer provides information that BT reasonably believes to be false or incorrect and BT suspects fraud, BT may record this information with a fraud prevention agency. BT and other organisations may use and search this information.

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 (or any other online address that BT may advise the Customer), and/or in accordance with clause 9.9, 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.

Conditions for BT Business Services (BT IP Trunk)

6. ENDING THIS CONTRACT

- 6.1 The Customer may cancel the Contract or the Service at any time before BT provides the Service. The Customer will pay BT the cancellation charge specified in the Service Schedule.
- 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 If the Customer or BT ends the Contract or the Service during the Minimum Period the Customer will pay BT the termination charges as set out in the Service Schedule. This clause will not apply if:
- (a) the Customer ends the Contract or Service during the Minimum Period because BT is in material breach of this Contract; or
 - (b) the Customer gives notice to end the Contract within three months of BT notifying the Customer of an increase to the charges or changes to the Conditions in either case to the Customer's significant detriment; or
 - (c) BT ends the Contract or the Service during the Minimum Period for convenience; or
 - (d) the Contract ends because either clause 8.7 or 9.1(c) applies.
- 6.4 The Customer may end this 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) insolvency proceedings are brought against BT or BT makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of BT's assets or BT goes into liquidation or a corresponding event under Scottish Law.
- 6.5 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 3.1–3.6. This applies even if the Customer is unaware that the Service is being used in such a way; or
 - (c) bankruptcy or insolvency proceedings are brought against the Customer or the Customer does not make any payment under a judgement of a Court on time or the Customer makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of the Customer's assets or the Customer goes into liquidation or a corresponding event under Scottish Law.

The Customer will continue to pay the charges during any period of suspension.

- 6.6 If the Contract ends BT will refund any money owed to the Customer after first deducting any money due to BT under this Contract or any other contract that BT has with the Customer.

7. LIMITATION OF LIABILITY

- 7.1 BT accepts liability as set out in the Contract. BT does not guarantee that the Service will be fault-free.

Conditions for BT Business Services (BT IP Trunk)

- 7.2 Neither the Customer nor BT excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.
- 7.3 Unless otherwise expressly stated in the Contract neither the Customer nor BT shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any direct loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption or for any other direct loss which may arise in relation to the Contract whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.
- 7.4 Unless otherwise expressly stated in the Contract neither the Customer nor BT shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, loss of or damage to physical property, business interruption or for any other indirect or consequential loss or punitive damages which may arise in relation to the Contract whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.
- 7.5 Subject to clauses 7.2, 7.3 and 7.4, the Customer and BT accept liability to the other in contract, tort (including negligence) breach of statutory duty or otherwise for direct loss limited to the amounts specified in the Service Schedule.
- 7.6 Clause 7.5 will not apply to any obligation to pay charges or to clauses 3.10 and 8.5.
- 7.7 Each part of this clause operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause shall continue to apply.
- 7.8 The Customer is responsible for reviewing whether the Customer should enter into a business continuity insurance contract.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Intellectual Property

- 8.1 Except as expressly set out in the Contract, the Customer and BT do not acquire any rights or licences to the other's Intellectual Property Rights.
- 8.2 If Software is provided to enable the Customer to receive and use the Service, BT grants the Customer for the duration of the Contract a non-exclusive, non-transferable licence to use such Software for its own use. Unless otherwise agreed in writing, any licence granted by BT under this clause 8.2 will end when the Contract is terminated.
- 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 must not, without BT's prior written consent, copy, de-compile or modify any software, copy manuals or documentation or permit anyone else to do so.
- 8.5 BT will indemnify the Customer against all claims and proceedings arising from infringement of any third person's Intellectual Property Rights by the provision of the Service to the Customer. This indemnity does not apply to claims or proceedings arising from:
- (a) the use of the Service in conjunction with any equipment, software or any other service not supplied by BT; or
 - (b) any modification which was not made by BT or with BT's prior written consent; or

Conditions for BT Business Services (BT IP Trunk)

- (c) designs or specifications supplied by the Customer; or
- (d) the use of the Service other than in accordance with the terms of the Contract; or
- (e) breach by the Customer of clause 8.3.

8.6 As a condition of this indemnity in clause 8.5 the Customer must:-

- (a) notify BT promptly in writing of any allegation of infringement;
- (b) make no admission relating to the infringement;
- (c) allow BT to conduct all negotiations and proceedings in respect of any such claims and give BT all reasonable assistance in doing so (BT will pay the Customer's reasonable expenses for such assistance); and
- (d) allow BT to modify the Service as set out in clause 8.7.

8.7 If the Service becomes, or BT believes it is likely to become, the subject of a claim of infringement of any Intellectual Property Rights BT, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service so that it is no longer infringing, provided that the modification or replacement does 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.

Confidentiality

8.8 Except to the extent any disclosure is required by law and as set out in clause 8.9 BT and the Customer will keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with the Contract. The Customer and BT will not, without the consent of the other, disclose such information to any person other than:

- (a) their Group Company employees or professional advisers who need the information in order for the Customer or BT to fulfil its obligations under the Contract; or
- (b) in the case of the Customer, its Users to the extent that they are required to use or access the Service; or
- (c) in the case of BT, the employees or professional advisers of its suppliers who need the information in order for BT to fulfil its obligations under the Contract.

8.9 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.

8.10 Information will not be treated as confidential if it is:

- (a) in the public domain other than in breach of the Contract; or
- (b) lawfully in the possession of the Customer or BT before disclosure has taken place; or
- (c) obtained from a third person who is free to disclose it; or
- (d) replicated independently by someone without access or knowledge of the Information.

8.11 Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by BT in connection with the Contract the Customer will:-

Conditions for BT Business Services (BT IP Trunk)

- (a) notify BT immediately of the request; and
- (b) give BT at least five Working Days to make representations.

9. GENERAL TERMS

Matters Beyond Reasonable Control

- 9.1
- (a) If the Customer or BT is unable to perform, or is delayed in performing, any obligation under the Contract because of something beyond its reasonable control including act of God, lightning, flood, exceptionally severe weather, epidemic, pandemic, fire, explosion, war, civil disorder, industrial disputes or acts or omissions of local or central government or other competent authorities, or beyond the reasonable control of its suppliers, it will have no liability to the other for that failure or delay in performing.
 - (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) continue for more than three months 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 dispute that the Customer may have with BT. If this does not resolve the dispute then the Customer may refer the matter to the relevant dispute resolution service as follows:
 - (i) where appropriate, in accordance with the details set out in BT's Customer Complaints Code located at www.bt.com/complaintscode, 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, if the Customer and BT agree, the dispute will be settled by mediation in accordance with the procedures specified by the Dispute Resolution Service – Chartered Institute of Arbitrators (“DRS-CiArb”). If the dispute is referred to a mediator:-

Conditions for BT Business Services (BT IP Trunk)

- (i) the mediator will be appointed by agreement of the Customer and BT. If the Customer and BT fail to agree within seven days of a proposal by one party, the mediator will be appointed by DRS-CiArb; and
 - (ii) all negotiations on the dispute and any agreement reached will be kept confidential.
- (d) Nothing in this clause 9.2 shall 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 4.13, 8.8, 8.9 and 8.11 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 replaces all previous written or oral agreements relating to its content.
- (b) The Customer and BT agree that:
- (i) they have not been induced to enter into the Contract by, nor have they relied on, any statement, representation, warranty or other assurance not expressly incorporated; and
 - (ii) in connection with the Contract their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of the Contract and that all other rights and remedies are excluded.
- (c) The terms of clauses 9.6(a) and 9.6(b) will not affect the rights or remedies of the Customer and BT for any fraudulent misrepresentation.

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 A person who is not the Customer or BT (including an employee, the officer, agent, representative or subcontractor of the Customer or BT) has no right under Contracts (Rights of Third Parties) Act 1999

Conditions for BT Business Services (BT IP Trunk)

to enforce any term of the Contract. This does not affect any right or remedy that exists or is available apart from that Act.

Notices

- 9.9 Notices given under the Contract must be in writing and delivered 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 to which the Customer asks BT to send bills or the address of the Site 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 clauses 1.1 and 5.1.

- 9.10 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

- 9.11 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

- 9.12 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

- 9.13 BT may take instructions from a person 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	British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England No. 1800000.
Conditions	these Conditions for BT Business Service.
Contract	this agreement between BT and the Customer comprising the following documents and, unless otherwise stated in the Service Schedule, in the following order of precedence: the order/registration form; the Service Schedule; the Conditions; the Customer Requirements Form (if any); and any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.

Conditions for BT Business Services (BT IP Trunk)

Customer	the person with whom BT contracts to provide the Service (or, where applicable, a BT pricing package).
Customer Equipment	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.
Customer Requirements Form	the BT form that sets out the requirements for the Service agreed between the Customer and BT.
Group Company	a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985 and as amended by the Companies Act 1989.
Intellectual Property Rights	any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know-how, or any similar right exercisable in any part of the world and including any applications for the registration of any patents or designs.
Minimum Period	the intended minimum period over which the Service will be provided as stated in the Service Schedule, or the order/registration form, and measured from the Service Start Date.
Service	the service or part of the service specified in the Service Schedule.
Service Schedule	the schedule to these Conditions that describes the Service to be provided by BT or where applicable the terms of a BT pricing package.
Service Start Date	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.
Site	the place(s) at which BT provides Service.
Software	any software and associated written and electronic documentation and data provided by BT under the Contract.
User	anyone who is permitted by the Customer to use or access the Service.
User Security Details	any IDs, user names, personal identification numbers and passwords.
Working Day	any day between Monday and Friday, excluding bank and public holidays.