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1. INTERPRETATION

“BT Call Tracker Reports” means a set of online reports accessible from the BT Call Tracker online portal containing analysis and graphical data of incoming and outgoing call traffic on the Customer’s nominated telephone lines.

“Claim” means any legal claims, actions or proceedings against a party to this Contract, whether threatened or actual and whether by a third party or the other party to this Contract.

“Contract” means these Conditions, the BT Price List, the BT Call Tracker Online Registration Form and any other document expressly stated to form part of this Contract.

“Customer” means the person named as such on the BT Call Tracker Online Registration Form and anyone appearing to BT to be acting with that Customer’s authority or permission.

“DPA” means the Data Protection Act 1998.

“Minimum Period of Service” means a period of 3 consecutive months beginning on the Service Start Date, unless otherwise set out in the BT Call Tracker Online Registration Form.

“Personal Data” has the meaning given to it in the DPA.

“Process/processing” has the meaning given to it in the DPA.

“Service” means the provision to the Customer of access to the BT Call Tracker online portal, giving the Customer the ability to access BT Call Tracker Reports.

“Service Start Date” means the date on which the Service is first made available to the Customer.

2. DURATION

This Contract starts when the Customer’s order for the Service is accepted in writing by BT and will continue until terminated in accordance with paragraph 12.

3. PROVISION OF SERVICE

- 3.1. BT agrees to provide the Customer with the Service subject to these Conditions.
- 3.2. BT will endeavour to provide the Service by the date agreed with the Customer but all

dates are estimates and BT accepts no liability for failure to meet those dates.

- 3.3. BT agrees to provide the Customer with the Service using the reasonable skill and care of a competent telecommunications service provider.
- 3.4. The Customer acknowledges and agrees that:
 - (a) the Service is not available on all telephone lines;
 - (b) the BT Call Tracker Reports provide an overview of the Customer’s call traffic. Accordingly the accuracy of information about incoming or outgoing telephone calls is not guaranteed and the Customer should not rely on its accuracy;
 - (c) BT may vary the format or data output of the BT Call Tracker Reports at any time; and
 - (d) BT may view the data output of the BT Call Tracker Reports and use this data to recommend other BT products or services to the Customer.
- 3.5. BT Call Tracker Reports comprise anonymous data using codes that do not directly identify living individuals.
- 3.6. The Customer may access the BT Call Tracker online portal at any time after the Service Start Date and may download an unlimited number of BT Call Tracker Reports. The Customer acknowledges that the data comprising the BT Call Tracker Reports will refresh monthly.
- 3.7. BT may temporarily suspend the provision of the Service without notice if the Customer’s telephone service lines with BT are suspended.
- 3.8. If any of the Customer’s telephone service contracts for lines for which the Service is provided are terminated, the Customer acknowledges that BT can no longer provide the Service in respect of those lines terminated.

4. DATA PROTECTION

- 4.1. The Customer acknowledges that BT may need to collect, Process and use Personal Data in order to:
 - (a) administer, track and fulfil orders for the Service;

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- (b) deliver and commission the Service;
 - (c) administer access to the BT Call Tracker online portal;
 - (d) compile, dispatch and manage the payment of invoices relating to the Service;
 - (e) manage the Contract and resolve any disputes relating to it;
 - (f) respond to any general queries relating to the Service; or
 - (g) comply with our legal and regulatory obligations.
- 4.2 The Customer and BT will comply with their respective obligations under the DPA. Where one party transfers Personal Data to the other for processing, the receiving party will Process that Personal Data only for the period of, and to the extent necessary for, the performance of the Contract; will take measures to keep it secure; and, where it transfers personal data outside the European Economic Area or to any subcontractors, to ensure that it is adequately protected.
- 5. THE CUSTOMER'S RESPONSIBILITIES**
- 5.1. The Customer will nominate the lines for which BT Call Tracker Reports are required.
- 5.2. The Customer will take all reasonable measures to ensure proper use of any information disclosed by BT relating to this Contract including compliance with the DPA in accordance with paragraph 4.2 above.
- 5.3. The Customer is responsible for making all necessary arrangements with BT for the provision of a telephone service and for paying all charges in relation to that telephone service.
- 5.4. The Customer will indemnify BT against any Claims or legal proceedings anybody makes or threatens to make against BT because of the Customer's use of the Service, or as a result of any third party's use of the Service.
- 6. CHARGES**
- 6.1. The Customer will pay the charges for the Service which appear on BT's bill by the date specified on the bill. The charges will be calculated in accordance with the BT Price List.
- 6.2. 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 these Conditions.
- 6.3 Unless otherwise advised by BT, the Customer will pay all charges by direct debit or monthly payment plan.
- 6.4 Unless otherwise advised by BT, 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. BT Payment Services Limited will levy a payment processing fee, as set out in the BT Price List. This fee will be deducted from any money received before any payment is allocated against the charges for the Service.
- 7. LIMITATION OF LIABILITY**
- 7.1. This Contract excludes to the fullest extent allowed by law, any warranties, conditions or other terms that may be implied by statute or common law.
- 7.2. BT does not exclude or restrict liability for death or personal injury resulting from BT's negligence or fraud or fraudulent misrepresentation.
- 7.3. BT's sole liability to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for errors or omissions in any part of the Service which may arise from any failure by BT to exercise the reasonable skill and care of a competent telecommunications service provider, will be limited to the provision of services of the same nature as those originally provided in order to correct such errors or omissions, provided BT is notified of the errors or omissions within 3 months following completion of such part of the Service.
- 7.4. BT's liability to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise in relation to this Contract is limited to £50,000.
- 7.5. BT is not liable to the Customer either in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any of the following losses, whether direct or indirect: loss of profits, revenue or anticipated savings, loss of business or contracts, loss of goodwill, loss

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from wasted expenditure, wasted time or business interruption or for any indirect or consequential loss or damage whatsoever.

- 7.6. Each provision of this paragraph 7 operates separately. If any part is held unreasonable or inapplicable in any circumstances the other parts shall continue to apply.

8. MATTERS BEYOND BT'S OR THE CUSTOMER'S REASONABLE CONTROL

If either party is unable to perform any obligation under this Contract because of a matter beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving its employees), or acts of local or central Government or other competent authorities, it will have no liability to the other party.

9. VARIATION OF CONTRACT

9.1. Service

If the Customer requests BT to make any change to the Service BT may ask the Customer to confirm the request in writing. If BT agrees to a change, this Contract will be amended accordingly from the date when BT confirms the change in writing to the Customer.

9.2. Conditions

- (a) BT may change the Contract (including the charges) at any time and will publish any changes to the Conditions in line with paragraph 9.2(b).
- (b) 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) or, at its discretion, notify Customers in writing (including by email), as follows:
 - i. for changes that are to the Customer's significant detriment, at least one month before the change is to take effect; and
 - ii. for all other changes at least one day before the change is to take effect.

10. ASSIGNMENT

The Customer will not assign or transfer any rights or obligations under this Contract.

11. BREACHES OF THE CONTRACT

- 11.1. If the Customer commits a breach of this Contract and:

- (a) if it is possible to remedy the breach, fails to remedy the breach within a reasonable time of written notice to do so; or
- (b) if it is not possible to remedy the breach,

BT can terminate this Contract or suspend the Service without notice and claim for the resulting losses or expenses.

- 11.2. BT can also terminate this Contract if the Customer is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of the Customer's creditors, or if any of the Customer's assets are the subject of any form of seizure, or if the Customer goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or if a receiver or administrator is appointed over the Customer's assets.

- 11.3. If BT delays in acting upon a breach of Contract by the Customer, that delay will not be regarded as a waiver of that breach. If BT waives a breach of this Contract by the Customer, that waiver is limited to that particular breach.

12. TERMINATION OF THE CONTRACT

- 12.1. At any time after the Service Start Date, this Contract can be terminated by:

- (a) 1 month's notice from BT to the Customer; or
- (b) 7 days' notice from the Customer to BT.

- 12.2. If BT gives notice to the Customer to terminate the Contract, the Customer will pay the charges for the Service up to the expiry of the notice.

- 12.3. If the Customer gives notice to BT to terminate the Contract, the Customer will continue to pay charges for the Service until the expiry of the notice.

- 12.4. If the Customer terminates the Contract during the Minimum Period of Service, the Customer will pay the charges due for any

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remaining part of the Minimum Period of Service.

12.5. BT can terminate this Contract by immediate notice to the Customer if the provision of the Service causes interference with BT's public telecommunication network.

13. ENTIRE AGREEMENT

13.1. This Contract contains the whole agreement between BT and the Customer relating to its subject matter and supersedes all previous written or oral agreements relating to it.

13.2. BT and the Customer acknowledge and agree that:

(a) they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and

(b) in connection with this Contract their only rights and remedies in relation to any representation, warranty or other assurance shall be for breach of this Contract and that all other rights and remedies are excluded, except in the case of fraud.

13.3. 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.

14. NOTICES

Notices given under this Contract will be in writing and may be delivered by hand or sent by first class post or letter to the addressee at the following addresses:

(a) to BT at the address of BT's office shown on the BT Call Tracker Online Registration Form or on the Customer's last bill or any alternative address that BT notifies to the Customer; and

(b) to the Customer at the address to which the Customer asks BT to send bills, the address of the Customer's premises, or, if the Customer is a limited company, its registered office.

15. LAW

15.1. This Contract and any dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or Claims) will be governed by and construed in accordance with the law of England and Wales.

15.2. The Customer and BT irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or Claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or Claims).