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SERVICE SCHEDULE(S)
CHARGES SCHEDULE(S)

Conditions for Business Mobile Services

1. INTERPRETATION

In this Contract:

“Account” means the Customer’s account that covers this Contract. The Account also may cover other contracts between the Customer and 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 Equipment” means equipment (including any software) placed on a Site for the provision of the Service.

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

“BT Group Company” means a BT subsidiary or holding company including without limitation a holding company of BT, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985, as amended by the Companies Act 1989.

“BT Price List” means the document containing a list of BT’s charges and terms that apply to the Service and which can be seen at <http://www.bt.com/pricing> (or any other on-line address(es) that BT may advise the Customer).

“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>.

“Charges Schedule” means the schedule to these Conditions that sets out the charges, including the Tariff(s), applicable to the service.

“Conditions” means these conditions for Business Mobile Services.

“Contract” means this agreement between BT and the Customer comprising the following documents and, unless otherwise stated in the Service Schedule, in order of precedence:

the order/registration form;

the Charges Schedule;

the BT Price List;

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.

“Content” means data, information, video, graphics, sound, music, photographs, pictures, marks, logos, names, words, phrases, hypertext links, software and any other materials (in whatever form) which may be available to the Customer as part of the Service.

“Customer” means the person named on the Order Form. BT may accept instructions from another person who BT reasonably believes is acting with the Customer’s authority.

“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 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.

“Device” means any mobile handset or related accessories including a GPS Receiver or device for boosting the Network signal, provided by BT under this Contract excluding SIM Cards.

“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

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corresponding or equivalent national law or regulation that implements the GDPR).

“GPS Receiver” means a device capable of receiving signals from a Global Positioning System (GPS) to provide location information.

“GSM Gateway” means a single point of access to the Network from another network using a SIM Card.

“Internet” means the global data network comprising interconnected networks using the TCP/IP protocol suite.

“Minimum Period” means the minimum duration of the Contract as specified in the Charges Schedule and beginning on the date the Order Form is signed by both parties.

“Minimum Term” means the minimum duration for each connection to the Service beginning on the Operational Service Date, as detailed in the Charges Schedule and irrespective of the date of expiry of the Minimum Period.

“Network” means the mobile telecommunications system over which the Service is provided.

“Operational Service Date” means the date when the Service is first made available to the Customer or the date when the Customer first starts to use the Service, whichever is the earlier.

“Service” means the mobile, wireless communications service or, where appropriate, part of the service described in the Service Schedule(s) and specified in the Charges Schedule to this Contract and includes any SIM Cards provided by BT.

“SIM Card” means the Subscriber Identity Module Card provided by BT as part of the Service.

“Site” means premises owned, operated or controlled by the Customer.

“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.

“Tariff” means a pricing plan and associated terms and conditions set out in the Charges Schedule. A Tariff applies to the Service and

may also cover some other services. A Tariff applies to an Account.

2. DURATION OF THIS CONTRACT

This Contract begins on the date that the Order Form is signed by both parties and will continue for the Minimum Period and thereafter in accordance with the terms and conditions of this Contract, unless and until terminated in accordance with paragraphs 17 and 18.

3. PROVISION OF THE SERVICE

3.1 BT will provide the Service to the Customer on the terms of this Contract.

3.2 BT will use reasonable endeavours to provide the Service by the date agreed with the Customer, but all dates are estimates and BT has no liability for any failure to meet any date.

3.3 BT will use reasonable efforts to provide uninterrupted Service but from time to time faults may occur, which BT will repair as soon as reasonably practicable. The Customer acknowledges that local geographical, topographical and / or atmospheric conditions and/or other causes of physical or electromagnetic interference may from time to time adversely affect the Service.

3.4 The Service is not available in all parts of the United Kingdom nor in all other countries or parts of those countries.

3.5 Occasionally BT may:

(a) for operational reasons, change the codes or the numbers used by BT for the provision of the Service or the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;

(b) give the Customer instructions which it believes are necessary for reasons of health, safety Network integrity or the quality of any telecommunications service provided by BT to the Customer or any other customer; or

(c) temporarily suspend the Service because of an emergency, security risk, misuse, loss or theft of Devices supplied as part of the Service, or for operational reasons, maintenance or improvements.

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During any period of suspension the Customer will remain liable for all charges due under the Contract other than charges incurred after the loss or theft of Devices or SIM Cards has been reported to BT in accordance with the instructions provided by BT.

3.6 For any SIM Cards or Devices supplied under this Contract:

- (a) risk passes and acceptance takes place at the time of delivery;
- (b) title in Devices passes to the Customer on payment in accordance with paragraph 13 however title in any Device supplied without charge or in any SIM Card remains with BT;
- (c) until title passes the Customer undertakes not to sell, lease, charge, assign by way of security or otherwise deal in or encumber in any way;
- (d) BT does not guarantee the continuing availability of a particular Device. BT reserves the right to add to, substitute or to discontinue Devices.

3.7 BT monitors and records 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 the 999 or 112 service.

3.8 The Customer agrees BT may migrate the Service to an alternative Network as determined by BT at any time. The Customer will cooperate with BT during the migration including (but not limited to), the Customer:

- (a) enabling the required replacement of SIM Cards for the alternative Network;
- (b) reloading and/or amending specific settings on Devices and mobile devices not supplied by BT under the Contract; and
- (c) arranging for mobile devices not supplied by BT under the Contract to be unlocked.

The Customer agrees and accepts that the Customer may require internet access in order to undertake the above and that the migration may mean a temporary interruption to the Service under clause 3.5 (c).

4. BT EQUIPMENT

4.1 If BT needs to install BT Equipment at a Site to enable BT to provide the Service the Customer will prior to installation:

- (a) prepare the Site in accordance with BT's reasonable instructions, if any;
- (b) make available a suitable place and conditions for the BT Equipment; and
- (c) provide at no charge to BT sufficient electricity to power the BT Equipment.

After installation is completed it is the Customer's responsibility to restore the condition of the Site, including any re-decorating that may be required. However, subject to paragraph 14, BT will be responsible for the reasonable costs of any work to restore the Site to its original condition which is required as a direct result of BT's negligence.

4.2 The Customer is responsible for the BT Equipment and must not add to, modify or in any way interfere with, nor allow anyone else (other than someone authorised by BT) to do so. The Customer will be liable to BT for any loss of or damage to the BT Equipment whilst it is in the Customer's possession, custody or control, except where such loss or damage is due to fair wear and tear or is caused by BT or anyone acting on BT's behalf.

5. CONNECTION OF EQUIPMENT TO THE SERVICE

5.1 The Customer must ensure that any equipment:

- (a) connected to or used with the Service is approved for use on the Network by BT and used in accordance with any applicable instructions, safety and security procedures; and
- (b) attached (directly or indirectly) to the Service is compliant with any relevant legislation.

6. ACCESS AND SITE REGULATIONS

6.1 Where required to enable BT to carry out its obligations under this Contract, the Customer will provide BT employees and anyone acting on BT's behalf, who produces a valid identity card, with access at all reasonable times to any Site or any other premises outside BT's control.

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- 6.2 BT employees and anyone acting on BT's behalf will observe reasonable Site regulations, as previously advised in writing to BT by the Customer. In the event of any conflict between the Site regulations and these Conditions, these Conditions will prevail.
- 6.3 BT and the Customer will meet each other's reasonable requirements for the safety of people on any Site.
- 7. USE OF THE SERVICE AND DEVICES**
- 7.1 It is the Customer's responsibility to obtain and keep in force any licence necessary for the Customer to use the Service and/or Devices in any country in which it is provided.
- 7.2 The Customer will take all reasonable precautions to ensure that the Service and/or Devices are not used:
- (a) fraudulently or in connection with a criminal offence;
 - (b) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
 - (c) to cause annoyance, inconvenience or needless anxiety;
 - (d) to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
 - (e) in any way which in, BT's opinion, is likely to be detrimental to the provision of the Service or adversely affect the Network;
 - (f) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of BT Acceptable Use Policies located at <http://www2.bt.com/static/i/btetail/panretail/acceptableuse/> as may be amended from time to time. The Acceptable Use Policies also specify actions BT may take to ensure the Customer's compliance and by accepting these terms the Customer authorises BT to take such actions; or
 - (g) in a way that does not comply with any instructions provided by BT.
- 7.3 The Customer must not connect, continue connection or knowingly allow any third party to connect or continue the connection of any GSM Gateway to the Network.
- 7.4 The Customer must comply with such security or other provisions in relation to international roaming as provided by BT from time to time.
- 7.5 The Service and any associated software, BT provides are intended for the Customer's own use only. Therefore the Customer must not re-sell, transfer, assign or sub-licence the Service (or any part of it) or the associated software to anyone else.
- 7.6 Devices include a 12-month manufacturer's guarantee (or such other period stated in the Charges Schedule) from the date of delivery to the Customer. If the Customer reports a fault during the guarantee period and the fault is due to faulty design, manufacture, materials or BT's negligence, BT will repair or (at its option) replace the Device provided it has been properly kept, maintained and used in accordance with the manufacturer's and BT's instructions and has not been modified except with BT's written agreement. Faults due to damage, fair wear and tear or the actions of anyone other than BT are not covered by this guarantee.
- 7.7 The Customer agrees not to tamper with the Devices so as to invalidate any guarantee and to pay BT's standard charges for repairs outside the guarantee.
- 7.8 The Customer agrees to notify BT immediately in the event that any SIM Card or Device is lost or stolen or if the Service has or may be misused, used fraudulently or otherwise used unlawfully.
- 7.9 The Customer must indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of paragraphs 7.1 to 7.5. 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 and have due regard to the Customer's representations.
- 8. ACCESSING THE INTERNET**

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- 8.1 The Service may enable the Customer to access the Internet. The Internet is separate from the Service and use of the Internet is solely at the Customer's risk and subject to all Applicable Laws.
- 8.2 BT excludes, to the extent permitted by law, all liability of any kind in respect of any goods, services, information, software or other materials the Customer may obtain when using the Internet (including email). The Customer is responsible for ensuring its equipment is adequately protected against viruses and/or unauthorised access.
- 8.3 As part of the Service BT may provide the Customer with Content. BT may change the Content from time to time.
- 8.4 The Content can only be used for Customer's own purposes and is protected by copyright, trademark and other intellectual property rights. The Customer is not allowed to copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content.
- 8.5 Although BT takes precautions, BT cannot guarantee the accuracy or completeness of the Content. Therefore, the Customer's use of the Content (for whatever purpose) is at the Customer's own risk.
- 8.6 Some of the Content will have its own terms and conditions. If the Customer accesses this Content the Customer will need to comply with those terms and conditions.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1 Where software is provided to enable the Customer to use the Service, BT grants the Customer a non-exclusive, non-transferable licence to use the software for that purpose.
- 9.2 The Customer will not, without BT's prior written consent, copy, decompile or modify the software, nor copy the manuals or documentation (except as permitted by law).
- 9.3 The Customer will sign any agreement reasonably required by the owner of the copyright in the software to protect the owner's interest in that software.
- 10. INTELLECTUAL PROPERTY RIGHT INDEMNITIES**
- 10.1 BT will indemnify the Customer against any claims and proceedings arising from infringement of any intellectual property rights through BT's provision of the Service to the Customer. As a condition of this indemnity 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, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification does not materially affect the performance of the Service.
- 10.2 The indemnity in paragraph 10.1 does not apply to infringements caused by the use of the Service in conjunction with other equipment, software or services not supplied by BT or to infringements caused by designs or specifications made by, or on behalf of, the Customer. The Customer will indemnify BT against all claims, proceedings and expenses arising from such infringements.
- 10.3 The limitations and exclusions of liability contained in paragraph 14 do not apply to this paragraph.
- 11. CONFIDENTIALITY**
- 11.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Contract and will not, without the written consent of the other party, disclose that information to any person (other than their employees or professional advisers, or in the case of BT the employees of a BT Group Company or their suppliers, who need to know the information).
- 11.2 This paragraph 11 will not apply to:
- (a) any information which has been published other than through a breach of this Contract;
 - (b) information lawfully in the possession of the recipient before the disclosure under this Contract took place;

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- (c) information obtained from a third party who is free to disclose it; and
 - (d) information which a party is requested to disclose and, if it did not, could be required to do so by law.
- 11.3 This paragraph 11 will remain in effect for 2 years after the termination of this Contract.
- ### 12 DATA PROTECTION
- 12.1 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".
- 12.2 Notwithstanding any other provision in the Contract, for BT to provide a Service, Personal Data may be:
- 12.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
 - 12.2.2 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 protection clauses adopted by the European Commission; and
 - (c) where applicable, the EU-US Privacy Shield.
- 12.3 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.
- 12.4 If BT acts as a Controller:
- 12.4.1 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;
 - 12.4.2 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
 - 12.4.3 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.
- 12.5 If BT acts as a Processor:
- 12.5.1 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;
 - 12.5.2 in order to perform its obligations under the Contract, BT will:
 - (a) Process the Customer Personal Data on behalf of the Customer in accordance with the Customer's documented instructions as set out in Clause 12.5.11, except where:

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- (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 Clause 12.5.11 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;
 - (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 Clause 12.5.9; and
 - (e) assist the Customer in its 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 Clause 12.5.2(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 Clause 12.5.2(b);
- 12.5.3 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;
- 12.5.4 BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in Clause 12.5, 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 its third party auditor) will comply with BT's relevant security policies and

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- 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 Clauses 12.5, those of its Sub-Processors;
- 12.5.5 BT may demonstrate its compliance with its obligations set out in Clause 12.5 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 (provided that the Customer will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);
- 12.5.6 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;
- 12.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
- 12.5.8 BT may use Sub-Processors in accordance with Clause 21 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 12.5 will be imposed on any Sub-Processors;
- 12.5.9 BT will inform you of proposed changes to BT's Sub-Processors from time to time by either:
- (a) providing you with online notice of the intended changes at www.bt.com/terms and you 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;
- (b) giving you Notice in accordance with Clause 23 and you will have 30 days starting from the date of the Notice to object to the change, and
- if you do not object in accordance with Clauses 12.5.9(a) or 12.5.9(b), you will be deemed to have authorised the use of the new Sub-Processors;
- 12.5.10 you may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 23 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 Clause 12.5.9, we will both address your objection in accordance with the process set out in Clause 16 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 16;
- 12.5.11 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 Clause 19.1 to take account of any resulting change in the Charges or the Service;
- 12.5.12 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
- 12.5.13 the Customer will only disclose to BT the Personal Data that BT requires to perform the Service.
- 12.6 If permitted by Applicable Law:
- 12.6.1 a Party in breach of the Data Protection Legislation or this Clause 12 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
- 12.6.2 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 complaint or Claim for compensation

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caused by or relating to the Processing of Personal Data, without the prior written agreement of the other Party.

12.7 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.

12.8 If, in accordance with Clause 19, 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.

13 CHARGES AND DEPOSITS

13.1 The charges for the Service are as set out in the Charges Schedule and/or the BT Price List. Charging will begin on the Operational Service Date. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of BT. Charges for Devices are described in the Charges Schedule

13.2 The Customer will pay the charges within 28 days of the date of BT's invoice. BT may charge daily interest on late payments at a rate equal to 4% per annum above the base lending rate of HSBC Bank plc.

13.3 All charges will be invoiced and paid in pounds sterling unless otherwise stated in the Charges Schedule. Value Added Tax or any other applicable in country sales, use tax or like charge in a country where the Service is provided, which is payable by the Customer will be added to BT's invoices as appropriate. Early termination charges will not be subject to VAT.

13.4 BT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

13.5 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.

13.6 BT may at its discretion apply a usage limit to the Customer's account and/or SIM Cards, details of which are set out on bt.com and BT may suspend the Service if this limit is

exceeded. BT may alter this limit by advising the Customer via bt.com. It is the Customer's responsibility to monitor the Customer's usage against this limit. As BT's billing system is not instantly updated each time the Customer uses the Service it is possible, especially when making international calls or using international roaming, to exceed the Customer's usage limit. The Customer will be liable for all charges incurred including any charges exceeding the usage limit. The Customer may need to pay any charges incurred in excess of the limit before the Service is reinstated.

14. LIMITATION OF LIABILITY

14.1 BT accepts unlimited liability for death or personal injury resulting from its negligence. Paragraphs 14.2 and 14.3 do not apply to such liability.

14.2 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.

14.3 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.

14.4 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

15. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY

15.1 If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.

15.2 In the event of:

(a) a refusal or delay by a third party to supply a telecommunications service to BT and where there is no alternative service available at reasonable cost; or

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- (b) the imposition of restrictions of a legal or regulatory nature which prevent BT from supplying the Service

then BT will have no liability to the Customer for failure to supply the Service.

15.3.1 If any of the events detailed in paragraphs 15.1 or 15.2 continue for more than 3 months either party may serve notice on the other terminating this Contract.

16. ESCALATION AND DISPUTE RESOLUTION

16.1 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:

- (a) 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
- (b) otherwise, as set out in paragraph 16.2 below.

16.2 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:

- (a) 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
- (b) 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 either party to the other, from time to time.

16.3 If a dispute is not resolved after the procedures set out in paragraph 16.2 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:

- (a) 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
- (b) all negotiations on the dispute and any agreement will be kept confidential.

16.4 Nothing in this paragraph 16 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.

17. TERMINATION OF THIS CONTRACT BY NOTICE

17.1 Either party may terminate this Contract or the Service provided under it on 30 days' notice to the other.

17.2 If the Customer terminates this Contract or the Service either before the Operational Service Date or during the Minimum Period or a Minimum Term other than because BT has increased the charges or has changed the Conditions of this Contract in either case to the Customer's significant detriment and the Customer gives notice of termination within 3 months of BT notifying the Customer of an increase to the charges or changes to the Conditions, the Customer must pay BT the termination charges specified in the Charges Schedule by way of compensation.

18. BREACHES OF THIS CONTRACT

18.1 Either party may terminate this Contract or the Service (or both):

- (a) immediately on notice if the other party commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (b) immediately on notice if the other party commits a material breach of this Contract which cannot be remedied; or
- (c) on reasonable notice if the other party is repeatedly in breach of this Contract and fails to remedy the breach within a

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reasonable time of a written notice to do so; or

- (d) immediately on notice if the other party 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, or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to the other party.

18.2 BT may suspend the Service or end this Contract (or both) at any time without notice if BT reasonably believes that the Service is being used in a way forbidden by paragraphs 7.1 to 7.5.

18.3 If BT is entitled to terminate this Contract under paragraph 18.1, BT may, on giving prior notice where practicable, suspend the Service without prejudice to such rights. Where the Service is suspended under this paragraph or paragraph 18.2 the Customer must pay the charges for the Service until this Contract is terminated.

18.4 If BT terminates this Contract during the Minimum Period or a Minimum Term because of an event specified in paragraphs 18.1 and 18.2 the Customer must pay BT, without prejudice to any other rights BT may have, the termination charges specified in the Charges Schedule.

18.5 If either party delays in 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.

19. CHANGES TO THIS CONTRACT

19.1 Where the Customer orders an additional option to be applied to the Service provided under this Contract, the terms and conditions applicable to that option will apply and will be incorporated into the Customer's Contract. The terms and conditions applicable to that additional option will be as detailed in the Charges Schedule or BT Price List.

19.2 BT can change the Contract (including the charges) at any time and will publish any change in line with paragraph 19.3.

19.3 BT may notify the Customer of any changes to the Contract (including the charges) as follows:

- (a) by publishing on line at <http://www.bt.com> (or any other online address that BT may advise to the Customer); or
- (b) by letter to the address to which BT sends bills or to the Customer's primary email address.

19.4 BT will provide the following notice of these changes:

- (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.

20. EXPORT CONTROL

Provision of the Service to the Customer may be subject to export control law and regulations. BT does not represent that any necessary approvals and licences will be granted. The Customer will provide reasonable assistance to BT to obtain any necessary consents. If, through no fault of BT, any necessary consents are not granted, then BT can terminate this Contract or the provision of the Service under it (as appropriate) without any liability to the Customer.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

Neither party may transfer any of its rights or obligations under this Contract, without the written consent of the other, except that BT may transfer its rights or obligations (or both) to a BT Group Company without consent.

22. GENERAL

22.1 This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

22.2 The parties 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

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

22.3 The provisions of paragraphs 22.1 and 22.2 shall not affect the parties' rights or remedies in relation to any fraud or fraudulent misrepresentation.

22.4 A person who is not 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.

23. NOTICES

Notices given under this Contract must, except for notices given under paragraph 3.5 be in writing and may be delivered by hand or by courier, or sent by first class post fax or e-mail to the following addresses:

- (a) to BT at the address of the BT office shown on the Order Form or any alternative address which BT notifies to the Customer;
- (b) to the Customer at the address to which the Customer asks BT to send invoices, the address of the Site or, if the Customer is a limited company, its registered office.

24. SEVERABILITY

If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision omitted.

25. LAW AND JURISDICTION

This Contract is governed by the law of England and Wales and both parties submit to the non-exclusive jurisdiction of the English Courts.

26. WEEE

The Customer is responsible pursuant to Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the

WEEE Regulations") for the costs of collection, treatment, recovery and environmentally sound disposal of any equipment supplied under this Contract which has become waste electrical and electronic equipment. BT and the Customer acknowledge that for the purposes of Regulation 9 this paragraph is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations.