



BT's Terms & Conditions for Private Service

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Note: These Conditions are not applicable to any part of the private circuits that are outside BT's Area

1. DEFINITIONS

In this Contract, the following terms have the definitions shown next to them:

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

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

“Applicable Law” - 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” - British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England Number 1800000.

“BT Equipment” - equipment (including any software) placed by BT, or anyone acting on BT's behalf, at the Premises to provide the Service.

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

“BT's Area” - the United Kingdom other than the Hull Area, Isle of Man or the Channel Islands.

“Compliance Obligations” - those provisions, obligations and rights set out under the drop-down heading 'Compliance Obligations' at: www.globalservices.bt.com/uk/en/footer_links/terms (or any other online address that BT may advise). For the purposes of this Service, references to General Terms in the Compliance Obligations means this Contract.

“Connecting Point” - a block terminal, a socket for a removable plug, a distribution frame, or any

other device, supplied, installed and maintained by BT in the Premises to facilitate the connection of the BT or Customer Equipment to Service.

“Conditions” - these terms and conditions for BT's Private Service.

“Contact Telephone Number” - the telephone number and name of a person, nominated by the Customer, for BT to contact to report the progress and clearance of a fault.

“Contract” - these Conditions, the Price List and the BT Order Form. This Contract begins on the date that BT accepts the Customer's request for the Service.

“Contractual Delivery Date” - the date as set out in the Price List, on which BT is to provide the Private Circuit, or such later date as may be agreed in writing by BT and the Customer.

“Customer” - the legal entity with whom BT contracts to provide the Service.

“Customer Equipment” - equipment that is not part of BT's network and which the Customer uses or plans to use with the Service.

“Customer Personal Data” - 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” - 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.

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

“failure of a Private Circuit” - any failure of the Customer's Private Circuit, causing continuous total loss of the ability to use the Service. It does not include the loss of such ability, arising as a result of BT's suspension of Service, under any provision of this Contract.

“the Hull Area” - the area in which Kingston Communications (Hull) plc was previously licensed, by virtue of its licence dated 30 November 1987 under the Telecommunications Act 1984 to run telecommunication systems from 1 January 1988.

“Licence” - any licence granted, or having effect as if granted, under the Telecommunications Act 1984, the Cable and Broadcasting Act 1984 or the Wireless Telegraphy Act 1949, or any replacement or re-enactment of any of them, or any similar licence as amended by the Communications Act 2003.

“Minimum Period”- the first 12 months of the Service, or any other period shown in the Price List and set out on the BT Order Form. A further Minimum Period of 12 months, or any other period shown in the Price List, may apply in respect of each new facility added or changes made (for example shifts or upgrades) to the Service provided by BT to the Customer.

“Premises” - the place at which BT agrees to provide the Service.

“Price List” - 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 that BT may advise the Customer.

“Private Circuit” - a terrestrial telecommunication link provided between two or more specified points within BT's Area, (none of

which is a point at which BT's telecommunications systems are connected to telecommunications systems run by another telecommunications provider), other than by means of one of BT's public switched telecommunications systems.

“Reduced Charges Cycle” - a period of time, ending two complete calendar months before the date of the Customer's bill. The first such cycle will commence on the day the Service is first made available and the final cycle will end on the date of termination of this Contract.

“Reduced Charges Scheme” - the scheme set out in the Price List.

“Service” - the facility for telecommunication service, which BT provides either by means of a Private Circuit or by other means, not using one of BT's public switched telecommunications systems, and any related services listed in the Price List that BT agrees to provide to the Customer under this Contract.

“Service Care” - Standard Care, Prompt Care or Total Care.

“Standard Care” - fault repair work carried out during working hours (0800-1700) on Working Days. For a fault report received before 1700 hours on one Working Day, BT will aim to respond by the end of the next Working Day.

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

“Prompt Care” - fault repair work carried out during working hours (0800-1700) on Mondays to Saturdays but excluding Public/Bank Holidays. BT will respond within 4 working hours of receipt of a fault report, unless it has agreed with the Customer in writing, at the time of signature of this Contract, that there are other periods within which it will respond to a fault report. If the fault is not cleared during this period, BT will advise the Customer, via the Contact Telephone

Number, of the progress being made to clear the fault.

“Total Care” - fault repair work carried out 24 hours per day, 7 days per week, including Public/Bank Holidays. BT will respond within 4 hours of receipt of a fault report, unless it has agreed with the Customer in writing, at the time of signature of this Contract, that there are other periods within which it will respond to a fault report. If the fault is not cleared during this period, BT will advise the Customer, via the Contact Telephone Number, of the progress being made to clear the fault.

“Telecommunications Apparatus” has the same meaning as in Paragraph 1(1) of the Telecommunications Code contained in Schedule 2 of the Telecommunications Act 1984, as subsequently amended by the Communications Act 2003.

“Working Day” - Mondays to Fridays but excluding Public/Bank Holidays.

2. PROVIDING THE SERVICE

- 2.1 BT will provide the Service to the Customer on the terms of this Contract, which set out the entire Contract between BT and the Customer.
- 2.2 For operational reasons, BT may vary the technical specification of the Service or interrupt the Service. BT will restore the interrupted Service as quickly as possible.
- 2.3 It is technically impracticable to provide a fault free Service and BT does not undertake to do so. BT does undertake certain obligations with regard to faults in the Service; see paragraph 6 below.
- 2.4 Requests made to BT, relating to providing the Service, are, to be made or confirmed in writing.
- 2.5 BT agrees to provide a Private Circuit by a Contractual Delivery Date. If the Customer requests a change to the specification of a Private Circuit before it is provided, the date by which BT agrees to provide the Private Circuit to the new specification will become the Contractual Delivery Date.
- 2.6 Any other date proposed by BT for providing the Service or a facility is to be treated as an estimate

only and BT accepts no liability for failure to meet it.

- 2.7 Where, at the request of the Customer, any work to provide the Service is done outside BT's normal working hours, the Customer will pay a charge for such work, calculated at BT's applicable hourly rate as stated in the Price List.
- 2.8 The Customer accepts that occasionally BT will provide instructions regarding the Service. The Customer must follow these instructions.

3. PROVIDING THE SERVICE BY SPECIAL MEANS

- 3.1 Where, in order to meet the Customer's requirements:
 - 3.1.1 BT considers it appropriate or necessary, in the circumstances applying, to provide Service, wholly or in part, by means of non-standard apparatus, apparatus constructed by non-standard or exceptionally expensive methods or at substantially greater expense than it normally incurs, to render its standard tariffs inappropriate, or
 - 3.1.2 at the Customer's request, Service is provided at greater expense by reason of the type of materials used, the length, or the manner of installation, than BT normally incurs BT may determine, in addition to any standard charge payable, a supplementary rate of rental and/or other charge in relation to the relevant application for Service. BT will inform the Customer by notice in writing of the extra rate of rental or other charge and the Customer may, in a case where paragraph 3.1.1 applies, within 30 days of the date of BT's notice cancel the application by written notice. If this paragraph 3.1 applies to the provision of a Private Circuit, the Contractual Delivery Date will be the date agreed in writing by BT and the Customer.

3.2 A rate of rental or other charge determined under paragraph 3 may be in addition to, or instead of, any applicable standard rates of rental and/or other charges for Service.

3.3 BT may determine in an individual case (having regard to the non-standard nature or proposed special means of provision of the Service or facility in question, or the circumstances of the proposed provision, or the interests of other customers or users of Service) that it is necessary or appropriate that special terms and conditions will apply in addition to, or instead of, any terms and conditions of this Contract. BT will inform the Customer concerned, by notice in writing, of the special terms and conditions and the Customer may in a case where paragraph 3.1.1 applies, within 30 days of the date of BT's notice cancel the application by written notice. In any conflict between any terms and conditions determined in accordance with this paragraph and this Contract as a whole, the special terms and conditions will prevail.

4. BT'S GENERAL POWERS

4.1 Occasionally, BT may:

4.1.1 in an emergency, suspend Service temporarily in order to provide or safeguard service to a hospital or to the emergency, or other essential services;

4.1.2 temporarily suspend Service for the purpose of alteration of BT's Telecommunications Apparatus, to permit the passage of vehicles with abnormal loads;

4.1.3 temporarily suspend Service for the purpose of repair, maintenance or improvement of any of BT's telecommunication systems and Telecommunications Apparatus.

BT will give the Customer as much notice as possible before doing any of the above things and BT will restore Service as soon as possible after temporary suspension.

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

4.3 BT may subcontract any of its responsibilities under the Contract to another entity, including to

a BT Affiliate, but if it does, it will still be responsible to the Customer under the Contract.

5. BT'S RESPONSIBILITY FOR SERVICE TO A POINT IN THE HULL AREA, THE ISLE OF MAN, THE CHANNEL ISLANDS OR IRELAND (REPUBLIC OF)

5.1 Where Service provided under this Contract enables the connection of a point in BT's Area and a point in the Hull Area, the Isle of Man, the Channel Islands or Ireland (Republic of), this Contract applies only to the provision of Service by means of telecommunication systems which BT was previously authorised to run by a Licence and,

5.1.1 BT may terminate or suspend Service summarily, without prior notice to the Customer, if the provision of any service outside BT's Area is terminated or suspended;

5.1.2 the Customer is responsible for making application for service to the telecommunications provider in the Hull Area, the Isle of Man, the Channel Islands or Ireland (Republic of), as the case may be and for compliance with that provider's conditions.

6. FAULT REPAIR

6.1 The Customer must report a fault in Service by telephoning the number specified in the BT Order Form or such other number as BT may from time to time provide to the Customer. When the Customer reports the fault the Customer will provide BT with a Contact Telephone Number to enable BT to advise on the progress being made to clear the fault.

6.2 If the Customer reports a fault in Service, BT will respond in line with the level of repair service applicable to the Service, by carrying out one or more of the following actions:

- 6.2.1 providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
 - 6.2.2 where possible, carrying out diagnostic checks from BT premises; or
 - 6.2.3 visiting the Customer's Premises or a point in BT's network only if BT's action under paragraphs 6.2.1 and 6.2.2 does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by BT.
- 6.3 BT will take all proper steps to correct the fault without undue delay.
- 6.4 If the Customer reports a failure of a Private Circuit and BT fails to restore the Private Circuit in accordance with the parameters set out in the Reduced Charges Scheme on one or more occasions during the Reduced Charges Cycle, BT will reduce the rental for the Private Circuit in accordance with the Reduced Charges Scheme. The Reduced Charges Scheme will not apply if, in order to correct a fault, BT has to cross other people's land and the Customer has failed to obtain their permission, in accordance with paragraph 8.3, or access to the Customer's property has been denied or impeded by the Customer.
- 6.5 If the Customer reports a fault and BT finds there is none, or that the Customer caused the fault, BT may charge the Customer for any work, as set out in the Price List.
- 6.6 If BT agrees to attend a reported fault in Service outside the normal working hours appropriate to the level of Service Care BT is contracted to provide for the Customer, the Customer must pay a charge calculated at BT's applicable hourly rate.
- 6.7 If BT agrees to attend a reported fault inside the normal working hours appropriate to the level of Service Care BT is contracted to provide for the Customer, and either access to the Customer's property is denied or impeded by the Customer or the Customer has failed to obtain any necessary permission in accordance with paragraph 8.3, the Customer must pay a charge calculated at BT's applicable hourly rate.

7. CUSTOMER EQUIPMENT

- 7.1 Customer Equipment must only be connected to BT's telecommunications systems using Connecting Points, unless BT agrees otherwise. BT may end any such agreement, after giving the Customer reasonable notice.
- 7.2 Customer Equipment must only be used with BT's telecommunications systems, in a way that meets the relevant standards and any licences applicable to the Customer. If the Customer Equipment does not meet those standards or any applicable licence, the Customer must immediately disconnect it or allow BT to do so, at the Customer's expense. If the Customer asks BT to test the Customer Equipment to make sure that it meets those standards or any applicable licence, the Customer must pay BT any applicable charges set out in BT's Price List.

8. ACCESS TO AND PREPARING THE PREMISES

- 8.1 The Customer agrees to prepare the Premises before Service is provided, according to any instructions BT may give, and provide BT with reasonable access to the Premises.
- 8.2 When BT's work is completed, the Customer will also be responsible for putting items back and for any redecorating which may be needed.
- 8.3 If BT needs to cross other people's land, or put BT Equipment on their property (for example a neighbour or landlord), the Customer agrees to obtain their permission.
- 8.4 BT will meet the Customer's reasonable safety and security requirements when on the Premises, and the Customer agrees to do the same for BT.
- 8.5 The Customer agrees to provide, at its expense, a suitable place and conditions for BT Equipment and, where required, a continuous mains electricity supply and connection points.
- 8.6 The Customer agrees to look after any BT Equipment and to pay for any repair or

replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by BT or anyone acting on BT's behalf. BT will look after the Customer's physical property as set out in paragraph 15.2.

9. MISUSING THE SERVICE

9.1 Nobody must use the Service:

- (a) to send offensive, indecent, menacing, nuisance or hoax messages or communications; or
- (b) fraudulently or in connection with a criminal offence; or
- (c) in breach of instructions BT has given under paragraph 2.8.

9.2 The Customer:

- (a) agrees to take all reasonable steps to make sure that this does not happen. The action BT can take, if this happens, is explained in paragraph 13. If a claim is made against BT because the Service is misused in this way, the Customer must reimburse BT in respect of any sums BT is obliged to pay; and
- (b) will comply with the Acceptable Use Policy and Compliance Obligations.

10. LIMITATION ON USE OF SERVICE

10.1 Neither the Customer nor any other person is permitted to use the Service otherwise than in compliance with the provisions of any licence applicable to the Customer or, as the case may be, that other person in connection with the use of Service.

11. CHARGES

11.1 The Customer agrees to pay all charges for the Service, as shown in the Price List (or as otherwise agreed) and calculated using the details recorded by BT. The Customer agrees that BT may submit bills for some of the charges in advance as specified in the Price List.

11.2 BT will send bills to the address requested by the Customer.

11.3 The Customer agrees to pay all charges for the Service, whether the Service is used by the Customer or someone else and upon receipt of BT's bill.

11.4 Unless the Price List provides otherwise, all charges are exclusive of VAT which is chargeable at the applicable rate.

11.5 Rental for Service will commence on the Contractual Delivery Date, unless:

11.5.1 BT notifies the Customer of a later date for the commencement of the Service, when rental will be payable from the date notified; or

11.5.2 the Customer uses the Service before the Contractual Delivery Date, when rental will be payable from the date the Customer first uses the Service.

11.6 Except for temporary Service, the Customer must pay rental in accordance with BT's billing cycle. If BT begins, or ceases, Service on a day which is not the first or last day of the period by reference to which BT charges rental, BT will apportion rental on a daily basis for the incomplete period. Rental is normally payable in advance but BT may on occasion bill the Customer in arrears.

11.7 BT will have the right to charge compensation on late payments at a rate equal to 4% per annum above the base lending rate of HSBC Bank plc for the period beginning on the date on which payment is due and ending on the date on which payment is made.

11.8 The Customer will pay all undisputed charges for the Service within 28 days of the date of BT's bill. If the Customer disputes any charge on a bill, the Customer will within 14 days of the date of the bill notify BT in writing with all relevant information supporting the Customer's claim. Disputed charges once resolved will be payable within 14 days of resolution of the dispute.

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

12. CANCELLING OR ENDING THIS CONTRACT

12.1 The Customer may cancel this Contract or any part of the Service at any time before BT provides the Service. In this event, the Customer must pay BT for any work done or money spent in getting ready to provide the Service. BT will take reasonable steps to limit the amount of its costs.

12.2 The Customer agrees that, if the Customer alters the original Contractual Delivery Date more than three times, BT may, on expiry of 7 days written notice, treat this Contract as cancelled by the Customer under paragraph 12.1.

12.3 Unless otherwise stated in the Price List, the Contract can be ended by:

- (a) the Customer, on one month's written notice to BT: or
- (b) BT, on one month's written notice to the Customer.

12.4 If BT gives notice, the Customer must pay rental up to the expiry of the notice.

- (a) If the Customer gives notice after the Minimum Period, the Customer must pay rental until one month after the date BT receives the notice or until expiry of the notice, whichever is later.
- (b) If the Customer gives notice within the Minimum Period the Customer must pay rental or other charges for the remainder of any Minimum Period at the rate in force at termination or as otherwise provided in the Price List. This subparagraph 12.4(b) will not apply if the Customer ends this Contract because BT has changed the Contract to the Customer's material detriment under paragraph 16.2.

12.5 The Customer's notice does not avoid any other liability for Service already provided. Whoever gives the notice, BT will repay or credit the appropriate proportion of any rental paid in advance (unless it is for part of the Minimum Period or further Minimum Period in respect of

any facility added to Service), for a period ending after the Customer's liability for rental ceases

13. IF THE CUSTOMER BREACHES THE CONTRACT

13.1 BT can suspend the Service or end this Contract (or both) at any time without notice if one of the following applies:

- (a) the Customer breaches this Contract or any other agreement the Customer has with BT and fails to put right the breach within a reasonable time of being asked to do so;
- (b) BT reasonably believes that the Service is being used in a way forbidden by paragraphs 9 and 10. This applies even if the Customer does not know that the Service is being used in such a way;
- (c) bankruptcy or insolvency proceedings are brought against the Customer, or if 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, administrative receiver or an administrator is appointed over any of its assets, or the Customer goes into liquidation; or a corresponding event under Scottish law.

13.2 If the Customer does not pay a bill, BT will generally not suspend the Service or end this Contract until 28 days after the payment was due (21 days if the Customer pays monthly). However, sometimes BT may take this action after only 14 days (7 days if the Customer pays monthly).

13.3 If the Service is suspended, BT will tell the Customer what needs to be done before it can be re-instated. However the Customer must continue to pay rental charges whilst the Contract continues.

13.4 On termination under paragraph 13.1 in addition to any other sums payable up to the end of the Contract, the Customer

must pay BT the rental and any other charges which would have been payable for the remainder of the appropriate Minimum Period, at the rate in force at termination or as otherwise provided in the Price List.

- 13.5 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.

14. RESOLVING DISPUTES

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

- 14.2 We will both use the following dispute resolution process:

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

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

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

14.2.4 if the dispute still is not settled 14 days after it is escalated, we will both consider mediation as set out in paragraph 14.3.

- 14.3 After complying with paragraph 14.2, either of us may, by giving Notice to the other, propose a mediator, in which case:

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

14.3.2 if both parties cannot agree on the choice of mediator within a further 15

days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body;

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

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

- 14.4 Nothing in this paragraph 14 stops either of us:

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

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

14.4.3 doing anything else this Contract lets us do.

15. LIMITS OF LIABILITY

- 15.1 BT accepts unlimited liability for death or personal injury resulting from its negligence.

- 15.2 BT accepts liability for loss or damage to the Customer's physical property arising from its negligence, up to £2 million in any 12 month period.

- 15.3 BT cannot guarantee that the Service will never be faulty. However, BT accepts liability:-

(a) If it fails to provide a Private Circuit by the Contractual Delivery Date, the Reduced Charges Scheme will be applied by BT to the connection charge applicable;

(b) If it fails on one or more occasions to restore a failure of a Private Circuit in accordance with the appropriate parameters of the Reduced Charges Scheme; BT will, at the end of the Reduced

Charges Cycle, apply the Reduced Charges Scheme to the Private Circuit rental for the period covered by the Reduced Charges Cycle. If Standard Care applies to the Customer's Private Circuit and BT fails to restore a failure of the Private Circuit in accordance with the parameters of the Reduced Charges Scheme, any claim for application of the Reduced Charges Scheme must be made within 2 months of restoration of the Private Circuit.

15.4 The Customer must notify BT in writing within 2 months of the date of a bill, if there is a dispute concerning the application by BT of the Reduced Charges Scheme to the charges shown on the bill concerned. Unless BT is negligent, BT's only liability under this Contract is as set out in the Reduced Charges Scheme.

15.5 Unless the Reduced Charges Scheme says otherwise, BT is not liable to the Customer for any loss of business, profit revenue, goodwill (including pecuniary losses arising from loss of goodwill) or expected savings, wasted expense, financial loss or data being lost or corrupted or for any loss that could not have been reasonably foreseen.

15.6 Unless paragraphs 15.1 and 15.2 apply, BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £1 million in any 12 month period.

15.7 Each provision of this Contract, that excludes or limits BT's liability, operates separately. If any part is disallowed or is not effective, the other parts will still apply.

16. CHANGES TO THIS CONTRACT

16.1 BT can change this Contract (including the charges) at any time.

16.2 BT will notify the Customer of any changes to the Contract by giving prior notice to the Customer which will be published online at <http://www.bt.com> (or any other online address that BT may advise the Customer) as follows:

- (a) for changes that are to the Customer's material detriment, at least 30 days before the change is to take effect; and

for all other changes, at least one day before the change is to take effect.

17. TRANSFERRING THIS CONTRACT

BT and the Customer can transfer this Contract, with the written consent of the other. It is agreed that BT can transfer this Contract to a BT Group company.

18. NOTICES

If the parties need to write to each other, they must do so as follows: -

- (a) to BT, at any address which BT provides to the Customer or the address shown on the bill;
- (b) to the Customer, at the address to which the Customer asks BT to send invoices, the address of the Premises or, if the Customer is a limited company, its registered office.

19. MATTERS BEYOND BT'S REASONABLE CONTROL

Neither party will be liable for any breach of this Contract which is caused by a matter beyond its reasonable control including Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of local or central Government or other competent authorities.

20. THIRD PARTY RIGHTS

The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

21. DATA PROTECTION

21.1 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".

- 21.2 Whether or not any other provision in the Contract may say something different, for BT to provide a Service, Personal Data may be:
- 21.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
 - 21.2.2 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.
- 21.3 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.
- 21.4 If BT acts as a Controller:
- 21.4.1 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;
- 21.4.2 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
- 21.4.3 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.
- 21.5 If BT acts as a Processor:
- 21.5.1 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;
 - 21.5.2 in order to perform its obligations under the Contract, BT will:

- (a) Process the Customer Personal Data on the Customer's behalf in accordance with the Customer's documented instructions as set out in paragraph 21.5.11, except where:
- (i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify the Customer of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;
 - (ii) in BT's reasonable opinion an additional instruction or a change to the instructions provided by the Customer in accordance with paragraph 21.5.11 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 paragraph 21.5.9; and
- (e) assist the Customer in the Customer's compliance with the Data Protection Legislation, taking into account the nature of the Processing of the Customer Personal Data and the information available to BT, relating to:
- (i) its obligation to respond to lawful requests from a Data Subject, to the extent practicable;
 - (ii) the security of the Processing of the Customer Personal Data;
 - (iii) notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and
 - (iv) a data protection impact assessment as may be required by Article 35 of the GDPR and prior consultation with the Supervisory Authority,
- and the Customer will reimburse BT's reasonable costs for this assistance except for the assistance set out in paragraph 21.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT's obligations set out in paragraph 21.5.2(b);

21.5.3 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;
- 21.5.4 BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in paragraph 21.5, and, subject to 30 days' Notice from the Customer, allow for and reasonably cooperate with the Customer (or a third party auditor appointed by the Customer) to audit this compliance at reasonable intervals (but not more than once per year), so long as:
- (a) the audit will:
 - (i) not disrupt BT's business;
 - (ii) be conducted during Business Days;
 - (iii) not interfere with the interests of BT's other customers;
 - (iv) not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
 - (v) not exceed a period of two successive Business Days;
 - (b) the Customer (or the Customer's third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
 - (c) the Customer will reimburse BT's reasonable costs associated with the audit and, where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in paragraph 21.5, those of its Sub-Processors.
- 21.5.5 BT may demonstrate its compliance with its obligations set out in paragraph 21.5 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);
- 21.5.6 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;
- 21.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
- 21.5.8 BT may use Sub-Processors in accordance with paragraph 4.3 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in paragraph 21.5 will be imposed on any Sub-Processors;
- 21.5.9 BT will inform the Customer of proposed changes to BT's Sub-Processors from time to time by either:
- (a) providing the Customer with online notice of the intended changes at www.bt.com/terms and the Customer will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or

- (b) giving the Customer Notice in accordance with paragraph 18 and the Customer will have 30 days starting from the date of the Notice to object to the change, and

if the Customer does not object in accordance with paragraphs 21.5.9(a) or 21.5.9(b), the Customer will be deemed to have authorised the use of the new Sub-Processors;

- 21.5.10 the Customer may object to the use of a new Sub-Processor by giving Notice in accordance with paragraph 18 documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such Notice is received within the time required by paragraph 21.5.9, we will both address the Customer objection in accordance with the process set out in paragraph 14 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with paragraph 14;
- 21.5.11 the Contract contains the Customer's complete instructions to BT for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Contract in accordance with paragraph 16 to take account of any resulting change in the Charges or the Service;
- 21.5.12 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
- 21.5.13 the Customer will only disclose to BT the Personal Data that BT requires to perform the Service.

21.6.1 a party in breach of the Data Protection Legislation or this paragraph 21 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

21.6.2 where the parties are jointly and severally liable for a Claim caused by Processing neither party will make any payment or any offer of payment to any Data Subject (including third parties acting on behalf of any Data Subject) in response to any Claim caused by or relating to the Processing of Personal Data, without the prior written agreement of the other party.

21.7 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.

21.8 If, in accordance with paragraph 16, BT proposes amendments to the Contract to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, the Customer will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.

21.6 If permitted by Applicable Law: