



Conditions for BUREAUFAX and Telex Bureau Services

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Conditions for BUREAUFAX and Telex Bureau Services

- 1 **DEFINITIONS**
- 1.1 **"BT"** means British Telecommunications plc;
- "BUREAUFAX* Service"** means a BT facsimile message service;
- "Contract"** means the contract between BT and the Customer incorporating only these conditions, BT's Price List and any appropriate BT Order Form;
- "Customer"** means a person with whom BT makes this Contract, and during the term of the Contract includes a person reasonably appearing to BT to act with that Customer's authority;
- "Inbound Message"** means a Message received by BT for delivery or transmission to the Customer;
- "Message"** means any words or information that can be transmitted electronically;
- "Outbound Message"** means a Message tendered by the Customer for delivery or transmission by BT;
- "Service"** means BUREAUFAX* Service or Telex Bureau Service;
- "Telex Bureau Service"** means a telex message service.
- 1.2 BT's Price List contains definitions, notes, terms and conditions which form part of this Contract where relevant. Copies can be seen or extracts obtained at any of BT's major offices.
2. **PROVISION OF SERVICE**
- 2.1 BT agrees to provide the Customer with Service on the terms and conditions of this Contract.
- 2.2 For operational reasons BT may vary the technical specification of Service.
- 2.3 It is technically impracticable to provide a fault-free Service and BT does not undertake to do so.
- 2.4 BT may ask the Customer to confirm in writing a request for Service.
- 2.5 Any date or time proposed by BT for the provision of Service is to be treated as an estimate only and BT accepts no liability for its failure to meet it.
- 2.6 If BT agrees any change in Service this Contract is to be treated as varied accordingly.
3. **BT'S GENERAL POWERS**
- 3.1 Occasionally, BT may have to:
- 3.1.1 interrupt the service for operational reasons or because of an emergency; *or*
- 3.1.2 give the Customer instructions which BT believes are necessary for reasons of health, safety, or the quality of Service to the Customer or to any other customer.
- Whenever practicable, BT will give the Customer as much notice as reasonable before doing any of the above things.
4. **ACCEPTANCE OF MESSAGES**
- 4.1 Messages may be tendered to BT by post, telephone, telex, facsimile, by hand or by such other methods as BT may from time to time agree to.
- 4.2 BT may refuse to accept or may stop any Message which:
- 4.2.1 in its opinion would be impracticable for BT to transmit or deliver; *or*
- 4.2.2 does not comply with any applicable provision of this Contract;
- 4.3 The Customer shall ensure that a Message given to BT for transmission by BUREAUFAX* Service or Telex Bureau Service contains all the particulars necessary to ensure its delivery without further inquiries, and shall specify the Customer's name, address and telephone number.
5. **NON-DELIVERY OF MESSAGES**
- 5.1 Where:
- 5.1.1 the Customer does not notify BT that the addressee has suitable telex or facsimile apparatus; *or*
- 5.1.2 where BT has for any reason been unable to transmit the Message to the addressee's apparatus; *or*
- 5.1.3 a Message in respect of which any charge which should have been pre-paid has not been so paid; then

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- BT may at its absolute discretion make no further attempt to deliver the Message.
- 6. MISUSE**
- 6.1 The Service must not be used:
- 6.1.1 to send a message or communication which is offensive, abusive, indecent, obscene or menacing; *or*
- 6.1.2 to cause annoyance, inconvenience or needless anxiety; *or*
- 6.1.3 in breach of instructions BT has given under paragraph 3.1.2.
- 6.2 If BT suspends Service for contravention of paragraph 6.1 it can refuse to restore Service until it is satisfied that there will be no further contravention.
- 7. ACCOUNT IDENTITY NUMBER**
- 7.1 If BT advises the Customer of an account identity number for the Customer's use in connection with Service, the Customer must:
- 7.1.1 use this number properly and in accordance with any instructions given by BT; *and*
- 7.1.2 notify BT immediately in writing if the number has become known to or has been used by someone who is not authorised to use it; *and*
- 7.1.3 pay all charges resulting from the use of the number, until BT has been notified of any unauthorised knowledge or use; *and*
- 7.1.4 must not try to use this number after its validity has ceased.
- 8. CHARGES FOR SERVICE**
- 8.1 The Customer must pay the charges for Service which appear in BT's Price List for the relevant period.
- 8.2 Unless BT's Price List provides otherwise, all charges for Service are exclusive of value added tax for which, if it is applicable, an amount will be added to the Customer's bill.
- 8.3 Before Service is provided, BT may ask the Customer for payment in advance, and may ask for details of a credit or debit card which BT considers suitable for the payment of charges for Service.
- 8.4 BT will send an invoice to the Customer after Service is provided, and on a weekly basis thereafter (but reserves the right to send an invoice at any time).
- 8.5 The Customer must pay all the charges for Service within 7 days of receipt of the invoice from BT.
- 9. ARBITRATION**
- Any dispute arising under this Contract which does not involve a complicated issue of law, an issue of quantification or of mitigation of loss or a sum exceeding £5000 or such other sum as may be determined from time to time by the Director-General of Telecommunications, may be referred to arbitration by the Chartered Institute of Arbitrators under procedures agreed between BT and the Institute, details of which appear in BT's Code of Practice for Consumers.
- 10. BT'S LIABILITY**
- 10.1 BT does not exclude or restrict liability for death or personal injury caused by BT's negligence.
- 10.2 In performing any obligation under this Contract, BT's duty is only to exercise the reasonable care and skill of a competent telecommunication service provider.
- 10.3 BT is not liable to the Customer in contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits, business or corruption or disruption of data, or for any indirect or consequential loss or damage whatever.
- 10.4 BT's liability in contract, tort or otherwise (including liability for negligence) under or in connection with this Contract is limited to £1 million for any event or series of related events and £2 million for all events in any period of 12 months.
- 10.5 Each provision of this paragraph 10 limiting or excluding liability operates separately in itself and survives independently of the others.
- 11. INDEMNITY**
- The Customer must indemnify BT against all claims that anyone other than the Customer threatens or makes against BT because of the way the Service is used or because the Service is faulty or cannot be used.

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12. VARIATION OF TERMS AND CONDITIONS

12.1 BT can from time to time change the terms and conditions of this Contract. BT will publish details of any change (including the operative date) in each of BT's main office as soon as possible and in any event not less than 2 weeks before any change is to take effect. BT will inform the Customer with the next bill if there has been a change to BT's liability.

13. TERMINATION OF THE CONTRACT:

13.1 If the Customer commits a breach of this Contract and

13.1.1 if the breach of Contract is capable of remedy, fails to remedy the breach within a reasonable time of written notice to do so; *or*

13.1.2 if it is not possible to remedy the breach;

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

13.2 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 to the benefit of his creditors or if any of the Customers' assets are the subject of any form of seizure or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets.

13.3 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 the Contract by the Customer, that waiver is limited to the particular breach.

13.4 This Contract or the provision of any service or facility under it can be terminated:

(a) by one month's notice by BT; *or*

(b) by 7 days notice by the Customer, unless this Contract provides otherwise.

Whichever party gives notice, the Customer must pay any outstanding charges for the Service.

14. MATTERS BEYOND BT'S REASONABLE CONTROL

BT is not 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.

15. THIRD PARTY RIGHTS

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.

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