



BT's Terms & Conditions for Prime Service

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SERVICE SCHEDULES

1. DEFINITIONS

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

"BT" - British Telecommunications plc of 81 Newgate Street, London, EC1A 7AJ, registered in England No. 1800000.

"BTPS Circuit(s)" - a Private Circuit or telephone service line provided as part of the Service.

"BTPS Discount" - means the rental discount applied to the BTPS Circuits as detailed in the Price List.

"BT Apparatus" - apparatus which is owned or controlled by BT as defined in Paragraph (1) of the Telecommunications Code contained in Schedule 2 of the Telecommunications Act 1984 as subsequently amended by the Communications Act 2003.

"BT Group Company" - 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's Area" - the United Kingdom other than the Hull Area, Isle of Man or the Channel Islands.

"BT Prime Service" or "BTPS" - each service described in the Service Schedules.

"Charge(s)" - the charge(s) payable for Service set out in the Price List.

"Commencement Date" - the date on which the order form is signed by BT.

"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 Equipment to Service.

"Contract" --in order of precedence, these Conditions, the Service Schedules, the Price List, the order form, and any other document specifically incorporated into this Contract in writing.

"Contract Term" - the period of the Contract, starting on the Commencement

Date, during which the BTPS Discount will apply, as indicated on the order form.

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

"Eligible Prime Services" - the services eligible for BT Prime Service as defined in the Price List.

"Equipment" - equipment which is not part of BT's public switched telephone network and which the Customer uses with the Service.

"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.

"Minimum Period" - the first 12 months of service on a BTPS Circuit, starting on the Operational Service Date for that BTPS Circuit, or any other period shown in the order form.

"Operational Service Date" - the date when any Service or part of it is first made available to the Customer by BT or the date when the Customer first starts to use such Service (or part of it) whichever date is the earlier.

"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.

"Service(s)" - the facility for telecommunications service which BT provides either by means of Private Circuit or a service which provides the ability to make or receive a call, or both, as described in the Service Schedule and which are Eligible Prime Services.

“Service Level” - the service level applicable to a Service set out in paragraph 1.3 of the Service Schedule and the Price List.

“Working Hours” and “Working Days” - the period specified in the Price List applicable to each Service.

2. COMMENCEMENT AND DURATION

2.1 This Contract commences on the Commencement Date and will terminate at the end of the Contract Term unless it is:

- (a) terminated earlier in accordance with the provisions of this Contract; or
- (b) extended by written agreement of the parties

2.2 Upon expiry of the Contract Term, Service will continue without interruption on BT's standard terms and conditions (including the charges) for Private Circuits or telephone lines (or both), as applicable, published at bt.com or any other web site BT notifies to the Customer from time to time.

2.3 Service on each individual BTPS Circuit will commence on its Operational Service Date and will have the Minimum Period set out in the Service Schedule.

3. PROVIDING THE SERVICE

3.1 BT will provide the Service (s) to the Customer on the terms of this Contract, which set out the entire Contract between BT and the Customer.

3.2 Any delivery date for the provision of a Service is an estimate unless the Service Schedule provides otherwise.

3.3 BT does not undertake that any Service will be fault free or uninterrupted but BT does undertake certain obligations with regard to faults in the Service as described in the Service Schedule (1).

3.4 Where, at the request of the Customer, any work to provide the Service is done outside Working Hours, the Customer will pay a charge for such work calculated at BT's applicable hourly rate.

3.5 The Customer accepts that occasionally BT will provide instructions regarding the

Service. The Customer must follow these instructions.

4. BT'S GENERAL POWERS

Occasionally, BT may:

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

4.2 temporarily suspend Service for the purpose of alteration of BT Apparatus to permit the passage of vehicles with abnormal loads;

4.3 change the code or phone number allocated to the Customer; or

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

5. CUSTOMER'S RESPONSIBILITIES

5.1 The Customer will connect and use any Equipment for use with the Service using Connecting Points in accordance with BT's instructions and any reasonable security procedures applicable to the use of such equipment with the Service.

5.2 The Customer may only connect Equipment to the Service or part of the Service if the Equipment is technically compatible with the Service or part of the Service and it is approved for such purposes under the relevant telecommunications legislation.

5.3 The Customer will be responsible for the BT Apparatus while it is at the Premises and will not add to, modify or in any way interfere with it. The Customer will be liable to BT for any loss or damage to the BT Apparatus, unless it is due to fair wear and tear, or if such loss or damage is attributable to the negligent or wilful act or omission of BT, its agents or subcontractors.

5.4 The Customer will, at its own expense:

- (a) provide suitable conditions and accommodation for the BT Apparatus and a continuous mains electricity supply or any other connection

required to comply with the regulations of the Institute of Electrical Engineers (IEE) or other relevant recognised authorities at points and with the connections specified by BT, to enable BT to provide the Service;

- (b) obtain all necessary consents for the installation and use of the BT Apparatus, including consents for any necessary alterations to buildings;
- (c) provide suitable accommodation, foundations and environment for the BT Apparatus; including all necessary trunking, conduits, and cable trays in accordance with installation standards;
- (d) provide a suitable and safe working environment for BT personnel; and
- (e) in time to allow BT to provide the Service, take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers and carry out afterwards any making good or decorators work required.

Such preliminaries to be completed in advance of any installation work.

- 5.5 BT will comply with the Customer's reasonable safety and security requirements, previously advised in writing to BT, whilst on the Premises. In the event of any conflict between such requirements and the conditions of this Contract these conditions will prevail.
- 5.6 The Customer will provide BT at all reasonable times with access to the Premises for the purpose of carrying out BT's obligations under this Contract. BT will normally carry out work during Working Hours but may, on reasonable notice, require the Customer to provide access at other times.
- 5.7 At the Customer's request BT may agree to work outside Working Hours. The Customer will pay BT's reasonable charges for complying with such request.
- 5.8 If BT needs to cross other people's land, or put BT Apparatus on their property (for example a neighbour or landlord), the Customer agrees to obtain their permission.

6. MISUSING THE SERVICE

- 6.1 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 3.5.
- 6.2 The Customer 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 10. 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.

7. LIMITATION ON USE OF SERVICE

- 7.1 Neither the Customer nor any other person is permitted to use 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.

8. CHARGES

- 8.1 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.
- 8.2 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 invoice.
- 8.3 The Charges for each Service will commence on its Operational Service Date.
- 8.4 Unless the 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.
- 8.5 BT may ask the Customer for payment in advance before Service is provided.
- 8.6 BT may ask the Customer for a deposit at any time, as security for payment of future bills, in accordance with the procedures which BT publishes in its major offices.

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8.7 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.

9. CANCELLING OR ENDING THIS CONTRACT

9.1 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.

9.2 The Contract can be ended by:

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

9.3 If BT gives notice, the Customer must pay rental up to the expiry of the notice. If the Customer gives notice after the Minimum Period, the Customer must pay rental until 7 days after the date BT receives the notice or until expiry of the notice, whichever is later. 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.

9.4 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.

10. IF THE CUSTOMER BREAKS THE CONTRACT

10.1 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 6 and 7. 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.

10.2 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).

10.3 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.

10.4 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.

10.5 On termination under paragraph 10.1 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.

11. RESOLVING DISPUTES

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 by the Office of Communications (Ofcom), may be referred to arbitration by the Chartered Institute of Arbitrators under procedures agreed between BT and the Institute, details of which

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appear in BT's Code of Practice for Consumers.

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

12. LIMITATION OF LIABILITY

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

12.2 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.

12.3 BT cannot guarantee that the Service will never be faulty. However, BT accepts liability for failure to meet the Service Level in the Service Schedule attached but only to the extent stated in this paragraph 12 and that Service Schedule.

12.4 Unless BT is negligent, BT's only liability under this Contract is as set out in the Service Schedule attached.

12.5 Unless the Service Level in the Service Schedule says otherwise BT is not liable to the Customer for any loss of business, profit or expected savings, wasted expense, financial loss or data being lost or corrupted or for any loss that could not have been reasonably foreseen.

12.6 Unless paragraphs 12.1 and 12.2 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.

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

13. CHANGES TO THIS CONTRACT

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

13.2 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/pricing> (or any other online address that BT may advise the Customer) as follows:

(a) for changes that are to the Customer's significant detriment, at least 14 days before the change is to take effect; and

14. 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.

15. 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.

16. MATTERS BEYOND THE PARTIES' 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.

17. 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.