



Conditions for BT Business Broadband Advanced Service

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1. DEFINITIONS

In this Contract:

“**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 by BT at the Premises to provide the Service.

“**BT Network**” means BT’s telecommunications network.

“**BT Website**” means the website located at URL <http://www.bt.com/business/broadband> or such other website or URL as BT may notify the Customer from time to time.

“**Contract**” means these Conditions, the Schedules, the relevant sections of the BT Price List, the relevant Order Form(s) and CRF(s), if any, which in the event of conflict, rank in this order of precedence. This Contract begins on the date that BT accepts the Customer’s request for Service.

“**CRF**” means a Customer Requirement Form, or its electronic equivalent, in a form stipulated by BT.

“**Customer**” means the person with whom BT contracts to provide the Service.

“**Customer Equipment**” means equipment that is not part of BT’s Network and which the Customer uses or plans to use with the Service.

“**Customer Nominated Contact**” means a person appointed by the Customer who will be BT’s point of contact for all matters relating to the Service.

“**Helpdesk**” means the helpdesk responsible for receiving calls from the Customer when reporting faults, and for responding to queries about the Service, for logging such calls and pursuing them to resolution, and reporting back to the Customer. The Helpdesk will be available during Normal Working Hours.

“**Minimum Period**” means the first 12 months of the Service (or any other period shown in the Price List).

“**Normal Working Hours**” means

- (a) for the reporting of faults, 24 hours a day, seven days a week (including UK Public and Bank holidays);
- (b) for Helpdesk availability, 0800-2000, seven days a week (including UK Public and Bank Holidays); and
- (c) for installation and repair visits by BT to a Premise, 0800-1800 Monday to Saturday (excluding UK Public and Bank Holidays).

“**Order Form**” means the BT AX8330 form to be completed by the Customer in respect of a request for Service.

“**Premises**” means a place at which BT agrees to provide the Service.

“**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 that BT may advise the Customer).

“**Service**” means BT Business Broadband Advanced Service as described in the Service Schedule.

“**Service Failure**” means the continuous total loss of the Service.

“**Service Guarantee**” means the Service Guarantee set out in the Service Guarantee.

2. PROVIDING THE SERVICE

2.1 BT will use reasonable endeavours to provide the Service by the date agreed with the Customer.

2.2 Before BT can be certain that it can provide the Service, BT needs to do the following:

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- (a) successfully complete a line test and survey;
- (b) if applicable, successfully install any BT Equipment needed to use the Service;
and
- (c) successfully activate the Service.
- If BT cannot provide the Service because any of the above cannot be successfully completed BT will notify the Customer as soon as possible.
- 2.3 Occasionally, for operational reasons, BT may have to change any IP, e-mail addresses or domain names allocated to the Customer, or vary the technical specification or interrupt the Service. BT will restore the interrupted Service as quickly as possible.
- 2.4 The Customer accepts that BT may occasionally provide instructions regarding the Service. The Customer must follow these instructions.
- 2.5 BT may take instructions from a person who it thinks with good reason, is acting with the Customer's permission.
- 3. MANAGING THE SERVICE**
- 3.1 If the Customer reports a fault in the Service, BT will respond in line with the level of repair service as set out in the Service Schedule.
- 3.2 If BT agrees to work outside the hours covered by the repair service the Customer must pay BT's additional charges for doing so.
- 3.3 BT provides the Service Guarantee set out in the Service Guarantee. If BT is late in repairing a Service Failure, the Customer will be entitled to claim compensation under the Service Guarantee.
- 4. ACCESS TO AND PREPARING THE PREMISES**
- 4.1 The Customer agrees to prepare the Premises according to any instructions BT
- may give, and provide BT with reasonable access to the Premises.
- 4.2 When BT's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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 17.
- 5. CUSTOMER EQUIPMENT**
- 5.1 If the Customer wishes to connect Customer Equipment to the BT Network other than by using the specified connection, the Customer must get BT's permission.
- 5.2 Any Customer Equipment must be:
- (a) technically compatible with the Service and not harm BT's Network or another customer's equipment;
and
- (b) connected and used in line with any relevant instructions, standards or laws.

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6. MAKING SURE THE SERVICE IS SECURE

6.1 BT will issue the Customer with a set of usernames and passwords. These are essential for the secure use of the Service, so the Customer must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions.

6.2 To ensure that the Service remains secure, the Customer must not change or attempt to change a username.

6.3 If BT believes there is likely to be or has been a breach of security or misuse of the service BT may:

- (a) change the Customer password and then BT will notify the Customer that BT has done this; and/or
- (b) suspend username and password access to the service.

6.4 If the Customer believes that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, the Customer must inform BT immediately.

6.5 If any of the information supplied by the Customer when ordering the Service changes, including any changes to the Customer payment details, the Customer must inform BT immediately.

7. MISUSING THE SERVICE

7.1 Nobody must use the Service:

- (a) fraudulently or in connection with a criminal offence; or
- (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; or
- (c) to cause annoyance, inconvenience or needless anxiety; or

(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; or

(e) in any way which in BT's opinion is, or is likely to be, detrimental to the provision of the Service the Customer or any other BT customer; or

(f) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of BT's Acceptable Use Policies located at www.abuse-guidance.com as may be amended from time to time (BT's Acceptable Use Policies also specify actions BT may take to ensure Customer compliance and by accepting these terms the Customer authorises BT to take such actions).

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 BT's Acceptable Use Policies and paragraph 16. 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.

8. WHEN BT PROVIDES THE CUSTOMER WITH CONTENT

8.1 As part of the Service BT may provide the Customer with applications, data, information, video, graphics, sound, music, photographs, software or any other material. This content may change from time to time.

8.2 The content BT provides to the Customer can only be used for the Customer's own use and is protected by copyright, trademark and other intellectual property rights. The Customer must not copy, store, adapt, modify, transmit, distribute

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externally, play or show in public, broadcast or publish any part of the content.

8.3 Although BT takes precautions, BT cannot guarantee the accuracy or completeness of the content. For this reason, the Customer's use of the content (for whatever purpose) is at the Customer's own risk.

8.4 Some of the content will have its own terms and conditions. These may be displayed online or elsewhere. If the Customer accesses such content the Customer must comply with those terms and conditions. Any content provided on a subscription basis as part of this Service will cease when this Contract terminates.

9. THE CUSTOMER'S WEB SITE

As part of the Service the Customer may be able to set up its own web site(s). The Customer will be responsible for the material that it or anyone else puts on the Customer's web site(s). The Customer must include contact details (e.g. email address) clearly on its web site(s).

10. LOCAL AREA NETWORK (LAN) ACCESS

10.1 If the Customer accesses the Service via a LAN, the Customer is responsible for:

- (a) providing and maintaining a suitable LAN and internet protocol (IP) router capable of interfacing satisfactorily with the Service; and
- (b) configuring the IP router;
- (c) appointing a Customer Nominated Contact.

10.2 BT accepts no responsibility under this Contract for providing any technical or other support for the Customer's LAN. The IP addresses that are allocated to the Customer are for use in connection only with the Service and all rights in those IP addresses belong to BT. The Customer must not sell them or agree to transfer them to anyone else or try to do so. If the Contract is terminated for any reason the IP addresses will revert to BT.

11. USE OF THE INTERNET

The Service allows access to the Internet. The Internet is separate from the Service and use of the Internet is at the Customer's own risk and subject to any applicable laws. BT has no responsibility for any goods, services, information, software, or other materials the Customer obtains when using the Internet (including email). The Customer is responsible for ensuring any computer is adequately protected against viruses.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 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.

12.2 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).

12.3 The Customer will enter into any agreement reasonably required by the owner of the copyright in the software to protect the owner's interest in that software.

13. INTELLECTUAL PROPERTY RIGHT INDEMNITIES

13.1 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

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- 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.
- 13.2 The indemnity in paragraph 13.1 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.
- 13.3 The limitations and exclusions of liability contained in paragraph 17 do not apply to this paragraph.
- 14. CHARGES AND DEPOSITS**
- 14.1 Charges for the Service will be calculated in accordance with the Price List. Charging will begin when BT provides the Service and calculated using the details recorded by BT.
- 14.2 Rental charges will normally be invoiced quarterly in advance, and all other charges will normally be invoiced quarterly in arrears. Where possible the charges will appear on the Customer's next invoice but sometimes there may be a delay.
- 14.3 BT will send its first invoice shortly after providing the Service, and then at regular intervals, usually every three months. Sometimes BT may send the Customer an invoice at a different time.
- 14.4 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.
- 14.5 In some cases the Customer may need to pay a deposit or provide a guarantee as security for paying future charges.
- 14.6 BT may raise abortive visit charges where applicable as specified in the Price List.
- 15. CANCELLING OR ENDING THIS CONTRACT**
- 15.1 The Customer may cancel this Contract or any part of the Service at any time before BT provides the Service, but:
- (a) the Customer must pay BT's reasonable costs for any work done or money spent in providing the Service. BT will take reasonable steps to limit the amount of its costs; and
- (b) the Customer must pay BT the cancellation charges specified in the BT Price List.
- Once the Service has been provided, the Customer can only end this contract as set out in paragraph 15.2.
- 15.2 After the Service has been provided this Contract can be ended by:
- (a) either party giving 28 days notice to the other; or
- (b) the Customer giving 7 days notice if under paragraph 20.1 BT increases its charges, or changes the conditions in either case to the Customer's significant disadvantage.
- 15.3 If this Contract ends during the Minimum Period the Customer must pay BT the early termination charge shown in the Price List. This is not the case if the Customer does so because BT increases its charges, or changes the Conditions in either case to the Customer's significant disadvantage.
- 15.4 If this Contract ends, BT will refund any money owed to the Customer, after first deducting any money the Customer owes to BT under this Contract or any other agreement BT has with the Customer.

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16. IF THE CUSTOMER BREAKS THIS CONTRACT

16.1 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 Contract 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 paragraph 7.1. 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 makes an arrangement with its creditors; or a receiver, an 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.

16.2 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. However, sometimes BT may take this action after only 14 days.

16.3 If the Service, user name or password is suspended, BT will tell the Customer what needs to be done before it can be reinstated. However the Customer must continue to pay rental charges whilst this Contract continues.

16.4 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.

17. LIMITS OF LIABILITY

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

17.2 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.

17.3 BT cannot guarantee that the Service will never be faulty. However, BT accepts liability if is late in repairing a Service Failure as set out in the Service Guarantee.

17.4 Unless BT is negligent, BT's only liability under this Contract is as set out in the Service Guarantee.

17.5 Unless the Service Guarantee says otherwise, BT is not liable to the Customer for any loss of business, revenue, 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.

17.6 Unless paragraphs 17.1 and 17.2 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.

17.7 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.

18. MATTERS BEYOND BT'S REASONABLE CONTROL

18.1 Sometimes BT may be unable to do what it has agreed because of something beyond its reasonable control.

18.2 If this happens, BT is not liable to the Customer. However, the Customer is entitled to rental refund for any whole or part day, that there is a Service Failure.

19. RESOLVING DISPUTES

BT will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to any recognised dispute resolution service. Details of these and how to refer a

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dispute are set out in BT's Code of Practice for consumers and small businesses.

20. CHANGES TO THIS CONTRACT

20.1 BT can change the Conditions (including the charges) at any time.

20.2 BT will publish details on line at: <http://www.bt.com/pricing> at least 2 weeks before the change is to take effect.

21. TRANSFERRING THIS CONTRACT

The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else.

22. 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.

23. NOTICES

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

- (a) to BT at the address shown on the bill or any address which BT provides to the Customer;
- 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.